

CITY OF SPOKANE



REGARDING CITY COUNCIL MEETINGS

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

City Council Members, City staff, presenters and members of the public have the option to participate virtually via WebEx during all meetings, with the exception of Executive Sessions which are closed to the public. Call in information for the October 7, 2024, meetings is below. All meetings will be streamed live on Channel 5 and online at <https://my.spokanecity.org/citycable5/live> and <https://www.facebook.com/spokanecitycouncil>.

WebEx call in information for the week of October 7, 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: 248 080 45081; 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 beginning at 5:00 p.m. on Friday, October 4, 2024, and ending at 6:00 p.m. on Monday, October 7, 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 October 7, 2024. 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.

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, OCTOBER 7, 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 MICHAEL CATHCART

COUNCIL MEMBER PAUL DILLON

COUNCIL MEMBER KITTY KLITZKE

COUNCIL MEMBER LILI NAVARRETE

COUNCIL MEMBER ZACK ZAPPONE

**CITY COUNCIL CHAMBERS
CITY HALL**

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

LAND ACKNOWLEDGEMENT

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

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

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

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

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

BRIEFING AND LEGISLATIVE SESSIONS

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

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

ADDRESSING THE COUNCIL

- No member of the public may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide their city of residence as a condition of recognition. Council Members must be recognized by the chair for the purpose of obtaining the floor.
- Each person speaking at the public microphone shall verbally identify themselves by name, city of residency and, if appropriate, representative capacity.
- Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded, and documents submitted for the record are identified and marked by the Clerk. (If you are submitting letters or documents to the Council Members, please provide a minimum of ten copies via the City Clerk. The City Clerk is responsible for officially filing and distributing your submittal.)
- In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, no modes of expression including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language, or personal insults will be permitted. To prevent disruption of council meetings and visual obstruction of proceedings, members of the audience shall remain seated during council meetings.
- 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's 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)

LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

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

Transportation Commission: Eight Appointments (Four Confirm CPR 2024-0029
Appointments deferred from September 23, 2024, Agenda)

CONSENT AGENDA

The consent agenda consists of purchases and contracts for supplies and services provided to the city, as well as other agreements that arise (such as settlement or union agreements), and weekly claims and payments of previously approved obligations and biweekly payroll claims against the city. Any agreement over \$50,000 must be approved by the city council. Typically, the funding to pay for these agreements has already been approved by the city council through the annual budget ordinance, or through a separate special budget ordinance. If the contract requires a new allocation of funds, that fact usually will be indicated in the summary of the contract in the consent agenda.

Unless a council member requests that an item be considered separately, the council approves the consent agenda as a whole in a single vote. Note: The consent agenda is no longer read in full by the city clerk. The public is welcome to testify on matters listed in the consent agenda, but individual testimony is limited to three minutes for the entire consent agenda.

REPORTS, CONTRACTS AND CLAIMS

RECOMMENDATION

- | | |
|---|---------------|
| 1. Interagency Agreements between the Washington State Administrative Office of the Courts and Spokane Municipal Court for partial funding of costs associated with the following Therapeutic Courts: | Approve All |
| a. Community Court—\$282,500. | OPR 2024-0851 |
| b. Drug Court—\$86,000. | OPR 2024-0852 |
| c. DUI Court—\$76,350. | OPR 2024-0853 |
| d. Domestic Violence Intervention Treatment Court—\$251,550. | OPR 2024-0854 |
| e. Veterans Court—\$16,400. | OPR 2024-0855 |

(Council Sponsors: Council Members Dillon, Cathcart, and Navarrete) **Sarah Thompson**

- | | | |
|---|--------------------|---|
| <p>2. Funding from the Office of Justice Programs (OJP) for Spokane Municipal Court to support the creation and implementation of a Drug Court and to support an expansion to Community Court from October 1, 2024, through September 30, 2028—\$982,000. (Relates to Special Budget Ordinance C36583) (Council Sponsors: Council Members Dillon, Cathcart, and Navarrete)
 Sarah Thompson</p> | <p>Approve</p> | <p>OPR 2024-0856</p> |
| <p>3. Funding from the Washington Traffic Safety Commission for Spokane Municipal Court to support the DUI Court program from October 1, 2024, through September 30, 2025—\$180,000. (Relates to Special Budget Ordinance C36584) (Council Sponsors: Council Members Dillon, Cathcart, and Navarrete)
 Sarah Thompson</p> | <p>Approve</p> | <p>OPR 2024-0857</p> |
| <p>4. Outside Special Counsel Contract Amendments with:</p> | <p>Approve All</p> | |
| <p style="padding-left: 40px;">a. Carl P. Warring, Evans, Craven & Lackie (Spokane) in the legal matter of Tripp v. City of Spokane—additional \$50,000. Total contract amount: \$100,000.</p> | | <p>OPR 2023-0691</p> |
| <p style="padding-left: 40px;">b. Zach Pekelis of Pacifica Law Group (Seattle, WA) in the legal matter of John Sean Feucht v. City of Spokane, et al—additional \$50,000. Total contract amount: \$100,000.</p> | | <p>OPR 2024-0106</p> |
| <p>(Council Sponsors: Council President Wilkerson and Council Members Cathcart and Zappone)
 Michael Piccolo</p> | | |
| <p>5. Contract with Systems & Software, Inc. (Winooski, VT) for utility billing software (enQuesta), maintenance, and support from November 1, 2024, through October 31, 2025—\$246,179.30 (incl. tax). (Council Sponsors: Council President Wilkerson and Council Members Cathcart and Zappone)
 Laz Martinez</p> | <p>Approve</p> | <p>OPR 2024-0858
RFP 4480-18</p> |
| <p>6. Public Works agreement with Bozco Construction, LLC (Mead, WA) for window replacement for the Spokane Water Department from September 16, 2024, through September 30, 2025—\$252,880 (plus tax and including a 10% administrative reserve). (Council Sponsors: Council President Wilkerson and Council Members Cathcart and Zappone)
 Dave Steele</p> | <p>Approve</p> | <p>OPR 2024-0859
PW ITB 6178-24</p> |
| <p>7. Public Works agreement with Cascade Industrial Services, LLC (Rathdrum, ID) for Facilities parking enforcement building concrete repairs from October 14, 2024, through June 30, 2025—\$79,173 (which</p> | <p>Approve</p> | <p>OPR 2024-0860
RFB 24-016</p> |

includes \$5,198 administrative reserve and \$22,000 additional spending authority) (plus applicable tax). (Council Sponsors: Council President Wilkerson and Council Members Cathcart and Zappone)

Dave Steele

- 8. Consultant Agreement with General Code, LLC (Rochester, NY) for the Spokane Municipal Code recodification project from October 1, 2024, through September 30, 2026—\$55,450 (plus tax, if applicable). (Council Sponsors: Council President Wilkerson and Council Members Cathcart and Zappone)

Adam McDaniel

- 9. Contract Amendment and Extension with Davies Claims Solutions (Irving, TX) for claims management services from November 1, 2024, through October 31, 2027—\$265,000 for the first year, \$275,600 for the second year, and \$286,624 for the third year. (Council Sponsors: Council President Wilkerson and Council Members Cathcart and Zappone)

Adam McDaniel

- 10. Report of the Mayor of pending:
 - a. 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 \$_____.
 - b. Payroll claims of previously approved obligations through _____, 2024: \$_____.
- 11.
 - a. City Council Meeting Minutes: _____, 2024.
 - b. City Council Standing Committee Meeting Minutes: _____, 2024.



LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinances amending Ordinance No. C36467 passed by the City Council November 27, 2023, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2024, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2024, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

ORD C36583

Miscellaneous Grants Fund

1) Increase revenue by \$982,000.

A) Of the increased revenue, \$982,000 is provided by the Office of Justice Programs for the Drug Court and Community Court in the Municipal Court department.

2) Increase appropriation by \$982,000.

A) Of the increased appropriation, \$860,000 is provided solely for professional services.

B) Of the increased appropriation, \$55,800 is provided solely for travel.

C) Of the increased appropriation, \$40,000 is provided solely for security services.

D) Of the increased appropriation, \$26,200 is provided solely for transportation services.

(This action arises from the need to accept the Office of Justice Programs Drug Court and Community Court expansion grant.) (Relates to Consent Agenda Item No. 2 - OPR 2024-0856) (Council Sponsors: Council President Wilkerson and Council Members Dillon and Cathcart)

Sarah Thompson

ORD C36584

Miscellaneous Grants Fund

1) Increase revenue by \$180,000.

A) Of the increased revenue, \$180,000 is provided by the Washington Traffic Safety Commission for the DUI Court in the Municipal Court department.

2) Increase appropriation by \$180,000.

A) Of the increased appropriation, \$180,000 is provided solely for professional services.

(This action arises from the need to accept the Washington Traffic Safety Commission DUI Court grant.) (Relates to Consent Agenda Item No. 3 - OPR 2024-0857) (Council Sponsors: Council President Wilkerson and Council Members Dillon and Cathcart)

Sarah Thompson

ORD C36585 Regarding changes to various Funds to make grade and associated pay range changes for various positions (for the third quarter of 2024, as more specifically described in the ordinance).

(This action arises from the need to adjust pay ranges to align with salary analysis.) (Council Sponsors: Council President Wilkerson and Council Members Cathcart and Zappone)
Mike Ormsby

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2024-0092 Approving the partnership between the City of Spokane and Gonzaga University to apply for a Department of Ecology Air Quality grant. (Council Sponsors: Council President Wilkerson and Council Members Cathcart and Zappone)

Adam McDaniel

ORD C36580 Relating to Noise Control; amending SMC section 10.70.120 to chapter 10.70 of the Spokane Municipal Code; and setting an effective date. (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)

Dan Buller

ORD C36581 Relating to the use of composted materials in City of Spokane projects; adopting a new section 7.06.221 to Chapter 07.06 of the Spokane Municipal Code. (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)

Adam McDaniel

ORD C36582 Relating to commercial truck traffic on Nebraska Avenue and amending Section 12.08.010 of the of the Spokane Municipal Code. (Council Sponsors: Council President Wilkerson and Council Member Zappone)

Jackson Deese

FIRST READING ORDINANCES

ORD C36576 Streamlining rental registration requirements; amending sections 10.57.020, and 10.57.040 of the Spokane Municipal Code. (Deferred from September 23, 2024, Advance Agenda during the September 16, 2024, 3:30 p.m. Briefing Session) (Council Sponsors: Council Members Dillon, Klitzke, and Zappone)

Adam McDaniel

ORD C36586 Relating to the annual rates for the Sewer utility and services, amending SMC sections 13.03.1004, 13.03.1008, 13.03.1010, 13.03.1011, 13.03.1012, 13.03.1018, 13.03.1020, and 13.03.1022; to chapter 13.03 of the Spokane Municipal Code; repealing 13.03.1006; and setting an

effective date. (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)

Marlene Feist

ORD C36587 Relating to the annual rates for the Water utility and services, amending SMC sections 13.04.2002, 13.04.2004, 13.04.2005, 13.04.2008, 13.04.2010, 13.04.2012, 13.04.2014, 13.04.2015, 13.04.2016, 13.04.20161, and 13.04.2025; to chapter 13.04 of the Spokane Municipal Code; and setting an effective date. (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)

Marlene Feist

ORD C36588 Relating to the annual rates of Water-Wastewater public utilities and services, amending SMC sections 13.035.500; to chapter 13.035 of the Spokane Municipal Code; and setting an effective date. (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)

Marlene Feist

ORD C36589 Relating to the rates of Solid Waste Collection public utilities and services, amending SMC sections 13.02.0106, 13.02.0112, 13.02.0114, 13.02.0125, 13.02.0130, 13.02.0202, 13.02.0204, 13.02.0224, 13.02.0232, 13.02.0238, 13.02.0244, 13.02.0300, 13.02.0304, 13.02.0306, 13.02.0310, 13.02.0314, 13.02.0316, 13.02.0318, 13.02.0324, 13.02.0330, 13.02.0332, 13.02.0334, 13.02.0340, 13.02.0342, 13.02.0344, 13.02.0352, 13.02.0354, 13.02.0358, 13.02.0360, 13.02.0364, 13.02.0366, 13.02.0402, 13.02.0406, 13.02.0408, 13.02.0410, 13.02.0502, 13.02.0504, 13.02.0506, 13.02.0508, 13.02.0510, 13.02.0512, 13.02.0514, 13.02.0518, 13.02.0520, 13.02.0522, 13.02.0528, 13.02.0550, 13.02.0552, 13.02.0554, 13.02.0560, 13.02.0561, 13.02.0562, 13.02.0563, and 13.02.0568; to chapter 13.02 of the Spokane Municipal Code; and setting an effective date. (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)

Marlene Feist

ORD C36590 Relating to customer credit rate ordinance, amending SMC section 13.11.030; and SMC 13.035.700 of the Spokane Municipal Code; and setting an effective date. (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)

Marlene Feist

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 October 7, 2024 (per Council Rule 2.1.B)

ADJOURNMENT

The October 7, 2024, Regular Legislative Session of the City Council is adjourned to October 14, 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 mlowmaster@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**

8/7/2024

Clerk's File #

CPR 2024-0029

Cross Ref #**Project #****Council Meeting Date:** 08/26/2024**Submitting Dept**

MAYOR

Bid #**Contact Name/Phone**

ADAM 6779

Requisition #**Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

Agenda Item Type

Boards and Commissions

Council Sponsor(s)**Agenda Item Name**

APPOINTMENT OF KARL OTTERSTROM TO THE TRANSPORTATION

Agenda Wording

Mayor Brown has appointed Karl Otterstrom to the Transportation Commission as an at-large member with transportation expertise for a term of October 7, 2024 - October 7, 2027.

Summary (Background)

The Transportation Commission consists of nine commissioners nominated by the mayor and appointed by the city council, except for the member of the Bicycle Advisory Board.

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**

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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

Board and Commissions Agenda Sheet

Select Committee Name

Committee Date	August 26, 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 Karl Otterstrom as an at-large transportation expert to the Transportation Commission
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 Karl Otterstrom to the Transportation Commission as an at-large member with transportation expertise for a term of August 26, 2024 – August 26, 2027.</p> <p>The purpose of the Transportation Commission is to provide advice and recommendations to the Mayor and City Council on the plans and programs necessary to achieve a safe and equitable multimodal transportation system consistent with the Comprehensive Plan, the policies of the City as adopted by the City Council, and within the parameters set forth in state and local law.</p> <p>The Transportation Commission consists of nine commissioners nominated by the mayor and appointed by the city council, except for the member of the Bicycle Advisory Board. The membership shall consist of:</p> <ul style="list-style-type: none"> A. One resident of each city council district that brings a broad range of perspectives and experience utilizing multiple modes of transportation in the city of Spokane who shall be nominated by the Mayor and appointed by Council. B. One representative who has lived experience in the downtown district and who has expertise with the City parking system and multiple modes of transportation in the city of Spokane; C. One at-large member representing the bicycling community as a member of the Bicycle Advisory Board who shall be selected by that board and shall be familiar with the development and implementation of the Bicycle Master Plan; and D. Three at-large members with technical transportation expertise to include but not limited to expertise in: transportation planning, pedestrian facilities, bicycle facilities, public transit, traffic safety programs, transportation technology, parking policy, public health, freight mobility, or commercial transportation. Technical experts may live or work in the city of Spokane. E. One at-large member with technical transportation expertise focused on ADA requirements and providing for the needs of mobility-impaired populations.
Fiscal Impact	

Approved in current year budget? Yes No N/A

Total Cost: [Click or tap here to enter text.](#)

Current year cost:

Subsequent year(s) cost:

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

Funding Source One-time Recurring 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 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?

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 requirements of SMC 04.40.030



Agenda Sheet for City Council:

Committee: **Date:** N/A

Committee Agenda type:

Date Rec'd

8/7/2024

Clerk's File #

CPR 2024-0029

Cross Ref #

Project #

Council Meeting Date: 08/26/2024

Submitting Dept

MAYOR

Bid #

Contact Name/Phone

ADAM 6779

Requisition #

Contact E-Mail

AMCDANIEL@SPOKANECITY.ORG

Agenda Item Type

Boards and Commissions

Council Sponsor(s)

Agenda Item Name

APPOINTMENT OF RHONDA YOUNG TO THE TRANSPORTATION COMMISSION

Agenda Wording

Mayor Brown has appointed Rhonda Young to the Transportation Commission as an at-large member with transportation expertise for a term of October 7, 2024 - October 7, 2027.

Summary (Background)

The Transportation Commission consists of nine commissioners nominated by the mayor and appointed by the city council, except for the member of the Bicycle Advisory Board.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost

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Current Year Cost

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Subsequent Year(s) Cost

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Narrative

Amount

Budget Account

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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

Board and Commissions Agenda Sheet

Select Committee Name

Committee Date	August 26, 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 Rhonda Young as an at-large transportation expert to the Transportation Commission
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 Rhonda Young to the Transportation Commission as an at-large member with transportation expertise for a term of August 26, 2024 – August 26, 2027.</p> <p>The purpose of the Transportation Commission is to provide advice and recommendations to the Mayor and City Council on the plans and programs necessary to achieve a safe and equitable multimodal transportation system consistent with the Comprehensive Plan, the policies of the City as adopted by the City Council, and within the parameters set forth in state and local law.</p> <p>The Transportation Commission consists of nine commissioners nominated by the mayor and appointed by the city council, except for the member of the Bicycle Advisory Board. The membership shall consist of:</p> <ul style="list-style-type: none"> A. One resident of each city council district that brings a broad range of perspectives and experience utilizing multiple modes of transportation in the city of Spokane who shall be nominated by the Mayor and appointed by Council. B. One representative who has lived experience in the downtown district and who has expertise with the City parking system and multiple modes of transportation in the city of Spokane; C. One at-large member representing the bicycling community as a member of the Bicycle Advisory Board who shall be selected by that board and shall be familiar with the development and implementation of the Bicycle Master Plan; and D. Three at-large members with technical transportation expertise to include but not limited to expertise in: transportation planning, pedestrian facilities, bicycle facilities, public transit, traffic safety programs, transportation technology, parking policy, public health, freight mobility, or commercial transportation. Technical experts may live or work in the city of Spokane. E. One at-large member with technical transportation expertise focused on ADA requirements and providing for the needs of mobility-impaired populations.
Fiscal Impact	

Approved in current year budget? Yes No N/A

Total Cost: [Click or tap here to enter text.](#)

Current year cost:

Subsequent year(s) cost:

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

Funding Source One-time Recurring 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 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?

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 requirements of SMC 04.40.030

**Agenda Sheet for City Council:****Committee:** **Date:** N/A**Committee Agenda type:****Date Rec'd**

8/7/2024

Clerk's File #

CPR 2024-0029

Cross Ref #**Project #****Council Meeting Date:** 08/26/2024**Submitting Dept**

MAYOR

Bid #**Contact Name/Phone**

ADAM 6779

Requisition #**Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

Agenda Item Type

Boards and Commissions

Council Sponsor(s)**Agenda Item Name**

APPOINTMENT OF MIKE BJORDAHL TO THE TRANSPORTATION COMMISSION

Agenda Wording

Mayor Brown has appointed Mike Bjordahl to the Transportation Commission as an at-large member with transportation expertise for a term of October 7, 2024 - October 7, 2027.

Summary (Background)

The Transportation Commission consists of nine commissioners nominated by the mayor and appointed by the city council, except for the member of the Bicycle Advisory Board.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost

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Current Year Cost

\$

Subsequent Year(s) Cost

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

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Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

JONES, GARRETT

Division Director

Accounting Manager

Legal

For the Mayor

JONES, GARRETT

Additional Approvals

Distribution List

amcdaniel@spokanecity.org

Board and Commissions Agenda Sheet

Select Committee Name

Committee Date	August 26, 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 Mike Bjordahl as an at-large transportation expert to the Transportation Commission
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 Mike Bjordahl to the Transportation Commission as an at-large member with transportation expertise for a term of August 26, 2024 – August 26, 2027.</p> <p>The purpose of the Transportation Commission is to provide advice and recommendations to the Mayor and City Council on the plans and programs necessary to achieve a safe and equitable multimodal transportation system consistent with the Comprehensive Plan, the policies of the City as adopted by the City Council, and within the parameters set forth in state and local law.</p> <p>The Transportation Commission consists of nine commissioners nominated by the mayor and appointed by the city council, except for the member of the Bicycle Advisory Board. The membership shall consist of:</p> <ul style="list-style-type: none"> A. One resident of each city council district that brings a broad range of perspectives and experience utilizing multiple modes of transportation in the city of Spokane who shall be nominated by the Mayor and appointed by Council. B. One representative who has lived experience in the downtown district and who has expertise with the City parking system and multiple modes of transportation in the city of Spokane; C. One at-large member representing the bicycling community as a member of the Bicycle Advisory Board who shall be selected by that board and shall be familiar with the development and implementation of the Bicycle Master Plan; and D. Three at-large members with technical transportation expertise to include but not limited to expertise in: transportation planning, pedestrian facilities, bicycle facilities, public transit, traffic safety programs, transportation technology, parking policy, public health, freight mobility, or commercial transportation. Technical experts may live or work in the city of Spokane. E. One at-large member with technical transportation expertise focused on ADA requirements and providing for the needs of mobility-impaired populations.
Fiscal Impact	

Approved in current year budget? Yes No N/A

Total Cost: [Click or tap here to enter text.](#)

Current year cost:

Subsequent year(s) cost:

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

Funding Source One-time Recurring 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 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?

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 requirements of SMC 04.40.030

**Agenda Sheet for City Council:****Committee:** Date: N/A**Committee Agenda type:****Date Rec'd**

8/7/2024

Clerk's File #

CPR 2024-0029

Cross Ref #**Project #****Council Meeting Date:** 08/26/2024**Submitting Dept**

MAYOR

Bid #**Contact Name/Phone**

ADAM 6779

Requisition #**Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

Agenda Item Type

Boards and Commissions

Council Sponsor(s)**Agenda Item Name**

APPOINTMENT OF RAYCHEL CALLARY TO THE TRANSPORTATION

Agenda Wording

Mayor Brown has appointed Raychel Callary to the Transportation Commission as an at-large member with expertise of The Americans with Disability Act for a term of October 7, 2024 - October 7, 2027.

Summary (Background)

Mayor Brown has appointed Raychel Callary to the Transportation Commission as an at-large member with expertise of The Americans with Disability Act for a term of October 7, 2024 - October 7, 2027.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost

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Current Year Cost

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Subsequent Year(s) Cost

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

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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

**Agenda Sheet for City Council:****Committee:** **Date:** N/A**Committee Agenda type:****Date Rec'd**

9/17/2024

Clerk's File #

CPR 2024-0029

Cross Ref #**Project #****Council Meeting Date:** 10/07/2024**Submitting Dept**

MAYOR

Bid #**Contact Name/Phone**

ADAM 6779

Requisition #**Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

Agenda Item Type

Boards and Commissions

Council Sponsor(s)**Agenda Item Name**

APPOINTMENT OF JONI HARRIS AS DT 1 MEMBER OF THE TRANSPORTATION

Agenda Wording

Mayor Brown has appointed Joni Harris to the Transportation Commission as the Council District 1 member for a term of October 7, 2024 - October 7, 2026.

Summary (Background)

The purpose of the Transportation Commission is to provide advice and recommendations to the Mayor and City Council on the plans and programs necessary to achieve a safe and equitable multimodal transportation system consistent with the Comprehensive Plan, the policies of the City as adopted by the City Council, and within the parameters set forth in state and local law.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost

\$

Current Year Cost

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Subsequent Year(s) Cost

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

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Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

JONES, GARRETT

Division Director

Accounting Manager

Legal

For the Mayor

JONES, GARRETT

Additional Approvals

Distribution List

amcdaniel@spokanecity.org

Board and Commissions Agenda Sheet

Select Committee Name

Committee Date	September 30, 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 Joni Harris as the District 1 member of the Transportation Commission
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 Joni Harris to the Transportation Commission as the Council District 1 member for a term of September 30, 2024 – September 30, 2026.</p> <p>The purpose of the Transportation Commission is to provide advice and recommendations to the Mayor and City Council on the plans and programs necessary to achieve a safe and equitable multimodal transportation system consistent with the Comprehensive Plan, the policies of the City as adopted by the City Council, and within the parameters set forth in state and local law.</p> <p>The Transportation Commission consists of nine commissioners nominated by the mayor and appointed by the city council, except for the member of the Bicycle Advisory Board. The membership shall consist of:</p> <ul style="list-style-type: none"> A. One resident of each city council district that brings a broad range of perspectives and experience utilizing multiple modes of transportation in the city of Spokane who shall be nominated by the Mayor and appointed by Council. B. One representative who has lived experience in the downtown district and who has expertise with the City parking system and multiple modes of transportation in the city of Spokane; C. One at-large member representing the bicycling community as a member of the Bicycle Advisory Board who shall be selected by that board and shall be familiar with the development and implementation of the Bicycle Master Plan; and D. Three at-large members with technical transportation expertise to include but not limited to expertise in: transportation planning, pedestrian facilities, bicycle facilities, public transit, traffic safety programs, transportation technology, parking policy, public health, freight mobility, or commercial transportation. Technical experts may live or work in the city of Spokane. E. One at-large member with technical transportation expertise focused on ADA requirements and providing for the needs of mobility-impaired populations.
Fiscal Impact	

Approved in current year budget? Yes No N/A

Total Cost: [Click or tap here to enter text.](#)

Current year cost:

Subsequent year(s) cost:

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

Funding Source One-time Recurring 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 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?

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 requirements of SMC 04.40.030

**Agenda Sheet for City Council:****Committee:** **Date:** N/A**Committee Agenda type:****Date Rec'd**

9/17/2024

Clerk's File #

CPR 2024-0029

Cross Ref #**Project #****Council Meeting Date:** 10/07/2024**Submitting Dept**

MAYOR

Bid #**Contact Name/Phone**

ADAM 6779

Requisition #**Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

Agenda Item Type

Boards and Commissions

Council Sponsor(s)**Agenda Item Name**

APPOINTMENT OF KAYLEE JACKMAN AS DT 3 MEMBER OF THE

Agenda Wording

Mayor Brown has appointed Kaylee Jackman to the Transportation Commission as the Council District 3 member for a term of October 7, 2024 - October 7, 2026.

Summary (Background)

The purpose of the Transportation Commission is to provide advice and recommendations to the Mayor and City Council on the plans and programs necessary to achieve a safe and equitable multimodal transportation system consistent with the Comprehensive Plan, the policies of the City as adopted by the City Council, and within the parameters set forth in state and local law.

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

\$

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Select

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Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

JONES, GARRETT

Division Director

Accounting Manager

Legal

For the Mayor

JONES, GARRETT

Additional Approvals

Distribution List

amcdaniel@spokanecity.org



Agenda Sheet for City Council:

Committee: **Date:** N/A

Committee Agenda type:

Date Rec'd

9/17/2024

Clerk's File #

CPR 2024-0029

Cross Ref #

Project #

Council Meeting Date: 10/07/2024

Submitting Dept

MAYOR

Bid #

Contact Name/Phone

ADAM 6779

Requisition #

Contact E-Mail

AMCDANIEL@SPOKANECITY.ORG

Agenda Item Type

Boards and Commissions

Council Sponsor(s)

Agenda Item Name

APPOINTMENT OF DYLAN JOULIOT TO THE TRANSPORTATION COMMISSION

Agenda Wording

Appointment of Dylan Jouliot as the member with City parking system expertise to the Transportation Commission for a term of October 7, 2024 - October 7, 2025.

Summary (Background)

Mayor Brown has appointed Dylan Jouliot to the Transportation Commission as the member with expertise with the City parking system for a term of October 7, 2024 - October 7, 2025. The purpose of the Transportation Commission is to provide advice and recommendations to the Mayor and City Council on the plans and programs necessary to achieve a safe and equitable multimodal transportation system consistent with the Comprehensive Plan, the policies of the City as adopted by the City Council.

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

\$

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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

Board and Commissions Agenda Sheet

Select Committee Name

Committee Date	September 30, 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 Dylan Jouliot as the member with City parking system expertise to the Transportation Commission
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 Dylan Jouliot to the Transportation Commission as the member with expertise with the City parking system for a term of September 30, 2024 – September 30, 2025.</p> <p>The purpose of the Transportation Commission is to provide advice and recommendations to the Mayor and City Council on the plans and programs necessary to achieve a safe and equitable multimodal transportation system consistent with the Comprehensive Plan, the policies of the City as adopted by the City Council, and within the parameters set forth in state and local law.</p> <p>The Transportation Commission consists of nine commissioners nominated by the mayor and appointed by the city council, except for the member of the Bicycle Advisory Board. The membership shall consist of:</p> <ul style="list-style-type: none"> A. One resident of each city council district that brings a broad range of perspectives and experience utilizing multiple modes of transportation in the city of Spokane who shall be nominated by the Mayor and appointed by Council. B. One representative who has lived experience in the downtown district and who has expertise with the City parking system and multiple modes of transportation in the city of Spokane; C. One at-large member representing the bicycling community as a member of the Bicycle Advisory Board who shall be selected by that board and shall be familiar with the development and implementation of the Bicycle Master Plan; and D. Three at-large members with technical transportation expertise to include but not limited to expertise in: transportation planning, pedestrian facilities, bicycle facilities, public transit, traffic safety programs, transportation technology, parking policy, public health, freight mobility, or commercial transportation. Technical experts may live or work in the city of Spokane. E. One at-large member with technical transportation expertise focused on ADA requirements and providing for the needs of mobility-impaired populations.
Fiscal Impact	

Approved in current year budget? Yes No N/A

Total Cost: [Click or tap here to enter text.](#)

Current year cost:

Subsequent year(s) cost:

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

Funding Source One-time Recurring 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 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?

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 requirements of SMC 04.40.030



Agenda Sheet for City Council:

Committee: Date: N/A

Committee Agenda type:

Council Meeting Date: 10/07/2024

Date Rec'd 9/17/2024

Clerk's File # CPR 2024-0029

Cross Ref #

Project #

Submitting Dept MAYOR **Bid #**

Contact Name/Phone ADAM 6779 **Requisition #**

Contact E-Mail AMCDANIEL@SPOKANECITY.ORG

Agenda Item Type Boards and Commissions

Council Sponsor(s)

Agenda Item Name APPOINTMENT OF GRANT SHIPLEY AS DT 2 MEMBER OF THE

Agenda Wording

Mayor Brown has appointed Grant Shipley to the Transportation Commission as the Council District 2 member for a term of October 7, 2024 - October 7, 2025.

Summary (Background)

The purpose of the Transportation Commission is to provide advice and recommendations to the Mayor and City Council on the plans and programs necessary to achieve a safe and equitable multimodal transportation system consistent with the Comprehensive Plan, the policies of the City as adopted by the City Council, and within the parameters set forth in state and local law.

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

Division Director

Accounting Manager

Legal

For the Mayor

JONES, GARRETT

Additional Approvals

Distribution List

amcdaniel@spokanecity.org

Board and Commissions Agenda Sheet

Select Committee Name

Committee Date	September 30, 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 Grant Shipley as the District 2 member of the Transportation Commission
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 Grant Shipley to the Transportation Commission as the Council District 2 member for a term of September 30, 2024 – September 30, 2025.</p> <p>The purpose of the Transportation Commission is to provide advice and recommendations to the Mayor and City Council on the plans and programs necessary to achieve a safe and equitable multimodal transportation system consistent with the Comprehensive Plan, the policies of the City as adopted by the City Council, and within the parameters set forth in state and local law.</p> <p>The Transportation Commission consists of nine commissioners nominated by the mayor and appointed by the city council, except for the member of the Bicycle Advisory Board. The membership shall consist of:</p> <ul style="list-style-type: none"> A. One resident of each city council district that brings a broad range of perspectives and experience utilizing multiple modes of transportation in the city of Spokane who shall be nominated by the Mayor and appointed by Council. B. One representative who has lived experience in the downtown district and who has expertise with the City parking system and multiple modes of transportation in the city of Spokane; C. One at-large member representing the bicycling community as a member of the Bicycle Advisory Board who shall be selected by that board and shall be familiar with the development and implementation of the Bicycle Master Plan; and D. Three at-large members with technical transportation expertise to include but not limited to expertise in: transportation planning, pedestrian facilities, bicycle facilities, public transit, traffic safety programs, transportation technology, parking policy, public health, freight mobility, or commercial transportation. Technical experts may live or work in the city of Spokane. E. One at-large member with technical transportation expertise focused on ADA requirements and providing for the needs of mobility-impaired populations.
Fiscal Impact	

Approved in current year budget? Yes No N/A

Total Cost: [Click or tap here to enter text.](#)

Current year cost:

Subsequent year(s) cost:

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

Funding Source One-time Recurring 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 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?

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 requirements of SMC 04.40.030

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 09/09/2024**Committee Agenda type:** Discussion**Date Rec'd**

8/20/2024

Clerk's File #

OPR 2024-0851

Cross Ref #

ORD C36565

Project #**Council Meeting Date:** 10/07/2024**Submitting Dept**

MUNICIPAL COURT

Bid #**Contact Name/Phone**

SARAH 509-625-4146

Requisition #**Contact E-Mail**

STHOMPSON@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

PDILLON MCATHCART LNAVARRETE

Agenda Item Name

0560-ACCEPTANCE OF AWARD FROM AOC FOR COMMUNITY COURT

Agenda Wording

Municipal Court received funding from the Administrative Office of the Courts (AOC) to support the Community Court program from July 1, 2024, through June 30, 2025. SBO went to Public Safety Committee on 8/12/24.

Summary (Background)

Community Court received \$282,500 to support: • Personnel costs: \$260,000 • Staff equipment and technology: \$2,500 • Team travel and training: \$10,000 • Treatment Services: \$5,000 • Recovery Supports: \$5,000

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? NO

Total Cost \$ 282,500

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

This is an ongoing funding stream; however, applications and budgets will be required annually. The funding cannot supplant existing funds. No match is required.

Amount**Budget Account**

Expense \$ 200,000 # 1360-91225-12510-51991-99999

Expense \$ 60,000 # 1360-91225-12510-52991-99999

Expense \$ 2,500 # 1360-91225-12510-53502-99999

Expense \$ 10,000 # 1360-91225-12510-54404-99999

Expense \$ 10,000 # 1360-91225-12510-54101-99999

Revenue \$ 282,500 # 1360-91225-99999-33412-99999



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>	SCHOEDEL, ELIZABETH
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>ACCOUNTING -</u>	MURRAY, MICHELLE

Distribution List

Howard Delaney hdelaney@spokanecity.org	Amy Harte aharte@spokanecity.org
Sarah Thompson sthompson@spokanecity.org	ddaniels@spokanecity.org
kbustos@spokanecity.org	
	Howard Delaney hdelaney@spokanecity.org
Amy Harte aharte@spokanecity.org	Sarah Thompson sthompson@spokanecity.org

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	September 9, 2024
Submitting Department	0560-Municipal Court
Contact Name	Sarah Thompson
Contact Email & Phone	sthompson@spokanecity.org 509-625-4146
Council Sponsor(s)	<u>CM Dillon; CM Cathcart; CM Navarrete</u>
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	Acceptance of award from Administrative Office of the Courts for Community Court
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>Municipal Court received funding from the Administrative Office of the Courts (AOC) to support the Community Court program from July 1, 2024, through June 30, 2025. The AOC cost categories available are for: salary and benefits, program equipment and technology, training and travel, treatment, and recovery services. This is an ongoing funding stream; however, applications and budgets will be required annually. The funding cannot supplant existing funds.</p> <p>Community Court received \$282,500 to support:</p> <ul style="list-style-type: none"> • Personnel costs: \$260,000 • Staff equipment and technology: \$2,500 • Team travel and training: \$10,000 • Treatment Services: \$5,000 • Recovery Supports: \$5,000
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input 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: <u>The Administrative Office of the Courts does not require a match for the award. Applications are required annually, and the funding cannot supplant existing funds.</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: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? This funding is to support the Therapeutic Court for July 1, 2024 through June 30, 2025.</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.) No match required.</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	

Therapeutic Courts build stronger and safer communities by providing accountability to justice-involved individuals by utilizing a problem-solving approach to crime to help individuals become productive members of the community. Therapeutic Courts work to address factors impacting participant's criminal behavior, substance use/mental health disorders, provide access to resources, and address victim needs. Therapeutic Courts attempt to enhance the lives of individual participants by addressing the underlying causes for court involvement, while ensuring public safety.

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?

Therapeutic Courts utilize various data metrics to analyze the effectiveness of the program and to ensure justice involved individuals are not excluded based on racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities. The data is shared with the multidisciplinary team for analysis.

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

Therapeutic Courts will utilize data metrics that will provide regular analysis of the effectiveness and inclusion of community members to ensure racial inequities do not present. If data analysis presents some limitation to access Therapeutic Courts on any bias against race, age, gender, or socio-economic status, the court may address the data and alternative methodology of services with the multi-disciplinary court team.

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 participants of Therapeutic Courts often face adversary and barriers at every step as they attempt to exit homelessness, address substance use and mental health disorders, and become productive members of the community. The funding will enhance therapeutic court programs as we work to improve the participant's lives and the community. Improving community safety is a critical element in the City's criminal justice reform efforts.

**INTERAGENCY AGREEMENT – IAA25092
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
SPOKANE MUNICIPAL-COMMUNITY COURT
FOR THERAPEUTIC COURTS**

THIS AGREEMENT (Agreement) is entered into by and between the Washington State Administrative Office of the Courts (AOC) and Spokane Municipal-Community Court (Court), (individually known as “Party” and collectively known as “Parties”).

The Parties hereby enter into this Agreement whereby Court will perform certain services for, and provide product deliveries to AOC. The Court is subject to the terms and conditions specified in Attachment A and agrees to the following terms and conditions.

I. PURPOSE

The purpose of this Agreement is to provide reimbursements to assist Courts with costs related to Therapeutic Court and must use funding to identify individuals before their court with substance use disorders or other behavioral health needs and engage those individuals with community-based therapeutic interventions within the Court’s jurisdiction in accordance with the Court’s application, and Statement of Work (Attachment A).

II. REIMBURSEMENT

- A. The awarded amount is \$282,500.00 . Court will use funds as described in the Attachment A and Attachment B.
- B. General. AOC shall provide reimbursement to the Court for approved and completed reimbursements by warrant or account transfer within 30 days of receipt of a properly completed A-19 invoice and the completed data report as required below.

III. PERIOD OF PERFORMANCE

Performance under this Agreement begins July 1, 2024 regardless of the date of execution, and ends on June 30, 2025.

IV. COMPENSATION AND PAYMENT

- A. AOC will reimburse the Court up to a maximum/NTE/ of \$282,500.00 for payments

made by the Court during the period from July 1, 2024 to June 30, 2025 related to the Therapeutic Court Program.

- B. The Court shall submit invoices to AOC for expenditures no more frequently than monthly, and no less frequently than quarterly. Invoices shall be submitted on state form A-19.
- C. Before payment can be processed, properly-completed A-19 invoices must be submitted to payables@courts.wa.gov with CC to CLJTherapeuticCourtsApplications@courts.wa.gov
- D. If this agreement is terminated, the Court shall only receive payment for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.
- E. The Court shall maintain sufficient backup documentation of expenses under this agreement.
- F. Payments made by AOC within 30 days of receipt of a properly-completed A-19 invoice shall be deemed timely.
- G. This amount includes expenses necessary or incidental to performing the items under the Statement of Work, including, but not limited to, travel, lodging and per diem related expenses. Court will submit an invoice after the completion and acceptance of each deliverable listed in the Attachment A.

The awarded amount is \$282,500.00 . The Court will use the funds for the following cost categories:

Cost Category	Amount
Personnel Costs	\$260,000.00
Staff Equipment & Technology	\$2,500.00
Team Training/Travel	\$10,000.00
Treatment Services	\$5,000.00
Recovery supports	\$5,000.00
Other Direct Costs	\$0.00
Total Amount	\$282,500.00

Up to 10% of funds can be moved from one or more spending category to another, but any adjustments beyond 10% require the explicit written consent of AOC's Point of Contact, and in no case may the total amount exceed the total amount listed above.

Funds cannot be used for:

- replacing or supplementing the salary of current employees of the Court (employees must be taking on additional work or be a new employee to be eligible for funding),
- program incentives that constitute a gift or reward
- items and activities outside of the cost categories listed in the Court's contract.

V. BILLING PROCEDURES

Court will submit properly prepared Form A-19s via email to AOC Financial Services at payables@courts.wa.gov and include a CC to CLJTherapeuticCourtsApplications@courts.wa.gov. Invoices shall be submitted no less frequently than quarterly during the term of the contract. Incorrect or incomplete invoices shall be returned by AOC to Court for correction and reissuance, and may result in delays in funding. All Invoices shall provide and itemize, at a minimum, the following:

- A. Contract Number;
- B. Court name, address, phone number;
- C. Court Federal Tax Identification Number;
- D. Description of Services to be provided;
- E. Date(s) Services will be provided;
- F. Total Invoice Price.

Payment will be considered timely if made by the AOC within thirty (30) calendar days of receipt of a properly prepared invoice. Payment shall be sent to the address designated by the Court.

The AOC may, in its sole discretion, terminate the contract or withhold payments claimed by the Court for services rendered if the Court fails to satisfactorily comply with any term or condition of this contract.

No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by the AOC.

VI. REVENUE SHARING

- A. AOC in its sole discretion, may initiate the revenue sharing. AOC will notify the Court no later than May 1, 2025 that AOC intends to reallocate funding among courts. If AOC determines the Court may not spend all monies available under the Agreement, then AOC may reduce the Agreement amount. If AOC determines the Court may spend more money than is available under the Agreement and for its scope, then the AOC may increase Agreement amount.

- B. If the AOC initiates the revenue sharing process, then the Court must submit a

final revenue sharing A19 to payables@courts.wa.gov and copy/cc to CLJTherapeuticCourtsApplications@courts.wa.gov between July 11, 2025 and August 1, 2025.

VII. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of Washington State (Legislature) for the performance of this Agreement. If sufficient appropriations and authorization are not made or removed by the Legislature, this Agreement will terminate immediately upon written notice being given by the AOC to the Court. The decision as to whether appropriations are sufficient to perform the duties under this Agreement is within the sole discretion of AOC.

VIII. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by agreement of the parties. Such amendments are not binding unless they are in writing and signed by personnel authorized to bind each of the parties.

IX. INDEPENDENT CAPACITY

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

X. RECORDS, DOCUMENTS, AND REPORTS

The Court shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AOC and the Office of the State Auditor, or so authorized by law, rule, regulation, or agreement. The Court will retain all books, records, documents, and other material relevant to this agreement for six years after settlement, and make them available for inspection by persons authorized by this provision.

XI. RIGHT OF INSPECTION

The Court shall provide right of access to its facilities to the AOC, or any of its officers, or to any other authorized agent or official of the state of Washington at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this agreement.

XII. DISPUTES

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from the AOC, one representative from the Court, and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority prevailing. Neither party shall have recourse to the courts unless there is a showing of noncompliance or waiver of this section.

XIII. TERMINATION

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

XIV. GOVERNANCE

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

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

- A. Applicable state and federal statutes and rules;
- B. This Agreement; and
- C. Any other provisions of the agreement, including materials incorporated by reference.

XV. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising hereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

XVI. WAIVER

A failure by either party to exercise its rights under this Agreement does not preclude that party from subsequent exercise of such rights and is not a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

ATTACHMENT A: STATEMENT OF WORK

The Court must use funding to identify individuals before their Therapeutic Court with behavioral health needs outlined in their application and engage those individuals with community-based therapeutic interventions within the Therapeutic Court's jurisdiction in accordance with the Court's funding application.

I. Use of Funds (including but not limited to – refer to budget and allowable costs for):

- Personnel Costs
- Staff Equipment & Technology
- Team Training/Travel
- Treatment Services
- Recovery Supports
- Other Direct Costs

II. REPORTING

The Court shall submit quarterly reports to AOC documenting the progress of their therapeutic court program and engage in technical assistance calls with the Behavioral Health team quarterly. These reports shall provide:

- The number of program participants (therapeutic court referrals, entries, opt in agreements, active participants, terminations and graduations) for the corresponding quarter,
- the services provided to program participants for the corresponding quarter,
- challenges faced by the Court in operating their therapeutic court program during the corresponding quarter. On the following schedule:

Reporting schedule:

Period	Quarter	Report Due
07/01/24-09/30/24	1	10/15/24
10/01/24-12/31/24	2	01/15/25
01/01/25-03/31/25	3	04/15/25
04/01/25-06/30/25	4	7/15/25 (final report for the year)

Failure to submit a report by the due date will adversely affect the Court's eligibility for future funding.

Your AOC Program Manager will provide you with the link to the reporting portal via email prior to the quarterly report due date. Other deliverables are required if applicable to a specific Therapeutic Court. When there is any question about deliverables, Court should communicate with the AOC Program Contact (refer to

section XIX of the agreement) to determine which deliverables are applicable to your Court. When using these funds, other deliverables may include the following:

Planning

- Therapeutic Court staff shall complete applicable Best Practice Standards modules on-line courses/E-learning at <https://allrise.org/trainings/online-courses/>
- Identify Target Population (e.g. eligibility and exclusion criteria, utilize valid Risk-Needs-Responsivity tool – RNR).
- Identify Team Roles and Responsibilities (judge, prosecutor, defense, coordinator, case manager, etc.).
- Equity and Inclusion (e.g. staff training, equity monitoring, equitable treatment, equitable incentives, and sanctions).

Implementation

- Develop guidelines, policies and procedures for therapeutic court structure, including drug testing practices, incentive and response policies, phase structure, and handbooks.
- Hold stakeholder meetings (prosecution, defense, treatment, law enforcement, probation, etc.)
- Create Memorandum of Understanding (MOU's) with stakeholders

Scale & Sustain

- Begin evaluation of data to assess successes and areas of need by completing the Washington Therapeutic Court Evaluation and Review (WATER) on an annual basis, according to the period of performance of this award (Refer to section III of the agreement). Process review/evaluation (after WATER).
- Employ continuous quality improvement methods to refine the model, updating model and adopted guidelines, policies and procedures as required, and as it relates to Best Practice standards.
- Develop system to track and evaluate performance of therapeutic court programming.

Other

- Attend regular meetings with the Administrative Office of the Court Behavioral Health Program.
- Attend trainings identified and/or provided by the Behavioral Health Program.

ATTACHMENT B: USE OF FUNDS

FY2025 Use of Funds	
<p><u>Allowable Expenses</u> Common allowable expenses listed below. Supporting documents are required for all allowable expenses. See what's required under each spending category.</p>	<p><u>Unallowable Expenses</u> The list of unallowable expenses is <u>not exhaustive</u>. If you are unsure whether your expense is allowable, please contact CLJTherapeuticCourtsApplications@courts.wa.gov for clarification before making a purchase.</p>
<p><u>Personnel Costs</u> Personnel salaries and benefits for staff while working on therapeutic court duties or procedures</p> <p>Court Staff including:</p> <ul style="list-style-type: none"> • Coordinator • Case Manager • Peer Support • Prosecution • Defense • Probation • Judicial Officers <ul style="list-style-type: none"> ○ Judges ○ Pro Tem Judges ○ Commissioners <p><u>Supporting documents</u> must list staff member name, staff member title, pay period</p> <ul style="list-style-type: none"> • Payroll Ledgers • Pay Stubs <p>Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.</p>	<p><u>Personnel Costs</u> Court Staff including:</p> <ul style="list-style-type: none"> • Security Personnel • Supporting the salary/benefits of any staff member not related to the therapeutic court • Indirect Cost
<p><u>Staff Equipment & Technology</u></p>	<p><u>Staff Equipment & Technology</u></p> <ul style="list-style-type: none"> • Furniture <ul style="list-style-type: none"> ○ Couches

<ul style="list-style-type: none"> • Includes equipment, supplies, software, and IT maintenance for staff that support the program • Computers • Cell Phones • Printers/Fax Machines • Staff Desk equipment and supplies <ul style="list-style-type: none"> ○ Office Chairs for Staff ○ Office Desk for Staff ○ Desk Phone ○ Keyboard/Mouse ○ Monitor(s) ○ Headsets ○ Computer Webcams ○ Desk Organizers/Storage ○ Pens/Pencils ○ Paper/Notebooks ○ Paper Clips/Binders/Stapler ○ A/V equipment for courtroom ○ Other Office supplies ○ Translation Services (program materials) • IT Maintenance and Tech Support • Software Subscriptions • Supplies for community meetings and staff retreats <p>Supporting documents must list name of vendor, purchase date, amount paid, and method of payment</p> <ul style="list-style-type: none"> • Receipts • Invoices <p>Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.</p>	<ul style="list-style-type: none"> ○ Beds ○ Armoire ○ Atelier ○ Chaise longue ○ Chifforobe ○ Dresser ○ TV Stands ○ Bookcases ○ Accent Chairs ○ Conference Table • Software <ul style="list-style-type: none"> ○ New subscriptions for case management software ○ OCourt Subscriptions • Other Technology <ul style="list-style-type: none"> ○ A/V equipment for conference rooms
<p><u>Team Training/Travel</u> Training for program staff on the use of Risk-Needs-Responsivity (RNR) assessments and evidence-based treatment modalities.</p>	<p><u>Team Training/Travel</u></p> <ul style="list-style-type: none"> • Training and travel expenses not pre-approved by AOC staff • Staff mileage to/from work site • Purchase of vehicles

Exceptions to below list can be submitted for preapproval to CLJTherapeuticCourtsApplications@courts.wa.gov

Prioritized Trainings

- WSADCP trainings/conferences
- All Rise trainings/conferences

Other Eligible Training Suggestions upon approval of contract team

- NADCP trainings/conferences
- Center for Justice Innovation (CJI) trainings/conferences

Travel expenses related to training

- Meals (per diem rate)
- Air travel – travel insurance/refundable tickets recommended
- Lodging (per diem rate) – the AOC will not reimburse until after checkout
- Transportation
 - Mileage
 - Car rental
 - Parking
 - Other Transport
 - Ferries
 - Taxis
 - Uber/Lyft
 - Bus fare
 - Shuttle fare
 - Subway/Link/Railway fare

*Tips cover transportation and must not be over 15% of purchase total.

Supporting documents must list names and titles of therapeutic court staff attending, name of vendor, purchase date, amount paid, and method of payment

<ul style="list-style-type: none"> • Receipts (receipts not required for meals, the AOC reimburses at the per diem rate) • Invoices <p>Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.</p>	
<p><u>Treatment Services</u> Treatment services not covered by participants' insurance or co-insurance, costs that are deemed unaffordable to the participants, and compliance monitoring. Participants are encouraged to apply for Apple Care.</p> <ul style="list-style-type: none"> • Participant Medical Insurance Deductibles and Spend Downs • Therapeutic Services not covered by participant insurance but recommended by treatment or therapeutic court staff (i.e. DV treatment) • Lab & Toxicology Testing • Treatment Staff/Peer Support contracted by the court <ul style="list-style-type: none"> ○ Mental Health Services ○ Peer Support Services ○ SUDP ○ Veteran's Support Services <p><u>Supporting documents</u> must list name of vendor, purchase date, amount paid, and method of payment</p> <ul style="list-style-type: none"> • Receipts • Invoices <p>Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.</p>	<p><u>Treatment Services</u></p> <ul style="list-style-type: none"> • Professional Licensing Fees • Services that are eligible and covered via participants medical insurance (i.e. Ongoing treatment for a participant with Medicaid/private insurance in lieu of local BHA)

<p><u>Recovery Supports</u> Other services for participants that are not accessible through other local, state, or federal programs, services meant to ensure participants' success in program. <i>*Not an exhaustive list</i></p> <ul style="list-style-type: none"> • Participant Transportation <ul style="list-style-type: none"> ○ Bus Passes ○ Uber/Lyft Rides ○ Car Services ○ Other Transit Services • Food & Beverages - *Participants <ul style="list-style-type: none"> ○ Meals (*Graduation or other pre-approved event; must have agenda & sign in sheet, or other approved documentation – no more than \$20.00 per person) ○ Snacks ○ Water ○ Non-alcoholic Beverages (<i>*no mocktails allowed</i>) • Food & Beverages *Staff <ul style="list-style-type: none"> ○ Meals (<u>*Must</u> follow your agency policy on meal purchases for meetings. Agenda and sign in sheet required.) ○ Non-alcoholic Beverages (<i>*no mocktails allowed</i>) • Cell Phones through a checkout program • Cell Minutes • Hygiene Products • Recovery Housing- when all other supports have been exhausted • Education <ul style="list-style-type: none"> ○ Parenting Classes ○ Financial Literacy 	<p><u>Recovery Supports</u></p> <ul style="list-style-type: none"> • Gas cards • Gift Cards • Gifts • Logoed apparel • Driver Educational Courses • License reinstatement fees (i.e. Tickets, fines, etc.) • Advertising on radio stations, newspapers, billboards, etc.
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<ul style="list-style-type: none">• Graduation supplies• Driver's license/ID replacement fee <p><u>Supporting documents</u> must list name of vendor, purchase date, amount paid, and method of payment</p> <ul style="list-style-type: none">• Receipts• Invoices <p>Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.</p>	
<p><u>Other Direct Costs</u></p> <p>Miscellaneous expenses directly related to program delivery or participant recovery supports. Requires pre-approval. Submit to CLJTherapeuticCourtsApplications@courts.wa.gov</p>	

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 09/09/2024**Committee Agenda type:** Discussion**Date Rec'd**

8/20/2024

Clerk's File #

OPR 2024-0852

Cross Ref #

ORD C36565

Project #**Council Meeting Date:** 10/07/2024**Submitting Dept**

MUNICIPAL COURT

Bid #**Contact Name/Phone**

SARAH 509-625-4146

Requisition #**Contact E-Mail**

STHOMPSON@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

PDILLON MCATHCART LNAVARRETE

Agenda Item Name

0560-ACCEPTANCE OF AWARD FROM AOC FOR DRUG COURT IAA25093

Agenda Wording

Municipal Court received funding from the Administrative Office of the Courts (AOC) to support the Drug Court program from July 1, 2024, through June 30, 2025. SBO went to Public Safety Committee on 8/12/24.

Summary (Background)

Drug Court received \$86,000 to support: • Personnel costs: \$80,000 • Staff equipment and technology: \$1,000 • Team travel and training: \$5,000

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? NO

Total Cost \$ 86,000

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

This is an ongoing funding stream; however, applications and budgets will be required annually. The funding cannot supplant existing funds. No match is required.

Amount**Budget Account**

Expense \$ 65,000 # 1360-91227-12510-51991-99999

Expense \$ 15,000 # 1360-91227-12510-52991-99999

Expense \$ 1,000 # 1360-91227-12510-53502-99999

Expense \$ 5,000 # 1360-91227-12510-54404-99999

Revenue \$ 86,000 # 1360-91227-99999-33412-99999

Select \$ #



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	HARTE, AMY
<u>Division Director</u>	LOGAN, MARY
<u>Accounting Manager</u>	BUSTOS, KIM
<u>Legal</u>	SCHOEDEL, ELIZABETH
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>ACCOUNTING -</u>	MURRAY, MICHELLE

Distribution List

Howard Delaney hdelaney@spokanecity.org	Amy Harte aharte@spokanecity.org
Sarah Thompson sthompson@spokanecity.org	ddaniels@spokanecity.org
kbustos@spokanecity.org	
	Howard Delaney hdelaney@spokanecity.org
Amy Harte aharte@spokanecity.org	Sarah Thompson sthompson@spokanecity.org

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	September 9, 2024
Submitting Department	0560-Municipal Court
Contact Name	Sarah Thompson
Contact Email & Phone	sthompson@spokanecity.org 509-625-4146
Council Sponsor(s)	<u>CM Dillon; CM Cathcart; CM Navarrete</u>
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	Acceptance of award from Administrative Office of the Courts for Drug Court
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>Municipal Court received funding from the Administrative Office of the Courts (AOC) to support the Drug Court program from July 1, 2024, through June 30, 2025. The AOC cost categories available are for: salary and benefits, program equipment and technology, training and travel, treatment, and recovery services. This is an ongoing funding stream; however, applications and budgets will be required annually. The funding cannot supplant existing funds.</p> <p>Drug Court received \$86,000 to support:</p> <ul style="list-style-type: none"> • Personnel costs: \$80,000 • Staff equipment and technology: \$1,000 • Team travel and training: \$5,000
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input 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: <u>The Administrative Office of the Courts does not require a match for the award. Applications are required annually, and the funding cannot supplant existing funds.</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: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? This funding is to support the Therapeutic Court for July 1, 2024 through June 30, 2025.</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.) No match required.</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>Therapeutic Courts build stronger and safer communities by providing accountability to justice-involved individuals by utilizing a problem-solving approach to crime to help individuals become productive members of the community. Therapeutic Courts work to address factors impacting participant’s criminal behavior,</p>	

substance use/mental health disorders, provide access to resources, and address victim needs. Therapeutic Courts attempt to enhance the lives of individual participants by addressing the underlying causes for court involvement, while ensuring public safety.

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?

Therapeutic Courts utilize various data metrics to analyze the effectiveness of the program and to ensure justice involved individuals are not excluded based on racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities. The data is shared with the multidisciplinary team for analysis.

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

Therapeutic Courts will utilize data metrics that will provide regular analysis of the effectiveness and inclusion of community members to ensure racial inequities do not present. If data analysis presents some limitation to access Therapeutic Courts on any bias against race, age, gender, or socio-economic status, the court may address the data and alternative methodology of services with the multi-disciplinary court team.

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 participants of Therapeutic Courts often face adversary and barriers at every step as they attempt to exit homelessness, address substance use and mental health disorders, and become productive members of the community. The funding will enhance therapeutic court programs as we work to improve the participant's lives and the community. Improving community safety is a critical element in the City's criminal justice reform efforts.

INTERAGENCY AGREEMENT – IAA25093
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
SPOKANE MUNICIPAL-DRUG COURT
FOR THERAPEUTIC COURTS

THIS AGREEMENT (Agreement) is entered into by and between the Washington State Administrative Office of the Courts (AOC) and Spokane Municipal-Drug Court (Court), (individually known as “Party” and collectively known as “Parties”).

The Parties hereby enter into this Agreement whereby Court will perform certain services for, and provide product deliveries to AOC. The Court is subject to the terms and conditions specified in Attachment A and agrees to the following terms and conditions.

I. PURPOSE

The purpose of this Agreement is to provide reimbursements to assist Courts with costs related to Therapeutic Court and must use funding to identify individuals before their court with substance use disorders or other behavioral health needs and engage those individuals with community-based therapeutic interventions within the Court’s jurisdiction in accordance with the Court’s application, and Statement of Work (Attachment A).

II. REIMBURSEMENT

- A. The awarded amount is \$86,000.00 . Court will use funds as described in the Attachment A and Attachment B.
- B. General. AOC shall provide reimbursement to the Court for approved and completed reimbursements by warrant or account transfer within 30 days of receipt of a properly completed A-19 invoice and the completed data report as required below.

III. PERIOD OF PERFORMANCE

Performance under this Agreement begins July 1, 2024 regardless of the date of execution, and ends on June 30, 2025.

IV. COMPENSATION AND PAYMENT

- A. AOC will reimburse the Court up to a maximum/NTE/ of \$86,000.00 for payments

made by the Court during the period from July 1, 2024 to June 30, 2025 related to the Therapeutic Court Program.

- B. The Court shall submit invoices to AOC for expenditures no more frequently than monthly, and no less frequently than quarterly. Invoices shall be submitted on state form A-19.
- C. Before payment can be processed, properly-completed A-19 invoices must be submitted to payables@courts.wa.gov with CC to CLJTherapeuticCourtsApplications@courts.wa.gov
- D. If this agreement is terminated, the Court shall only receive payment for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.
- E. The Court shall maintain sufficient backup documentation of expenses under this agreement.
- F. Payments made by AOC within 30 days of receipt of a properly-completed A-19 invoice shall be deemed timely.
- G. This amount includes expenses necessary or incidental to performing the items under the Statement of Work, including, but not limited to, travel, lodging and per diem related expenses. Court will submit an invoice after the completion and acceptance of each deliverable listed in the Attachment A.

The awarded amount is \$86,000.00 . The Court will use the funds for the following cost categories:

Cost Category	Amount
Personnel Costs	\$80,000.00
Staff Equipment & Technology	\$1,000.00
Team Training/Travel	\$5,000.00
Treatment Services	\$0.00
Recovery supports	\$0.00
Other Direct Costs	\$0.00
Total Amount	\$86,000.00

Up to 10% of funds can be moved from one or more spending category to another, but any adjustments beyond 10% require the explicit written consent of AOC's Point of Contact, and in no case may the total amount exceed the total amount listed above.

Funds cannot be used for:

- replacing or supplementing the salary of current employees of the Court (employees must be taking on additional work or be a new employee to be eligible for funding),
- program incentives that constitute a gift or reward
- items and activities outside of the cost categories listed in the Court's contract.

V. BILLING PROCEDURES

Court will submit properly prepared Form A-19s via email to AOC Financial Services at payables@courts.wa.gov and include a CC to CLJTherapeuticCourtsApplications@courts.wa.gov. Invoices shall be submitted no less frequently than quarterly during the term of the contract. Incorrect or incomplete invoices shall be returned by AOC to Court for correction and reissuance, and may result in delays in funding. All Invoices shall provide and itemize, at a minimum, the following:

- A. Contract Number;
- B. Court name, address, phone number;
- C. Court Federal Tax Identification Number;
- D. Description of Services to be provided;
- E. Date(s) Services will be provided;
- F. Total Invoice Price.

Payment will be considered timely if made by the AOC within thirty (30) calendar days of receipt of a properly prepared invoice. Payment shall be sent to the address designated by the Court.

The AOC may, in its sole discretion, terminate the contract or withhold payments claimed by the Court for services rendered if the Court fails to satisfactorily comply with any term or condition of this contract.

No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by the AOC.

VI. REVENUE SHARING

- A. AOC in its sole discretion, may initiate the revenue sharing. AOC will notify the Court no later than May 1, 2025 that AOC intends to reallocate funding among courts. If AOC determines the Court may not spend all monies available under the Agreement, then AOC may reduce the Agreement amount. If AOC determines the Court may spend more money than is available under the Agreement and for its scope, then the AOC may increase Agreement amount.

- B. If the AOC initiates the revenue sharing process, then the Court must submit a

final revenue sharing A19 to payables@courts.wa.gov and copy/cc to CLJTherapeuticCourtsApplications@courts.wa.gov between July 11, 2025 and August 1, 2025.

VII. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of Washington State (Legislature) for the performance of this Agreement. If sufficient appropriations and authorization are not made or removed by the Legislature, this Agreement will terminate immediately upon written notice being given by the AOC to the Court. The decision as to whether appropriations are sufficient to perform the duties under this Agreement is within the sole discretion of AOC.

VIII. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by agreement of the parties. Such amendments are not binding unless they are in writing and signed by personnel authorized to bind each of the parties.

IX. INDEPENDENT CAPACITY

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

X. RECORDS, DOCUMENTS, AND REPORTS

The Court shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AOC and the Office of the State Auditor, or so authorized by law, rule, regulation, or agreement. The Court will retain all books, records, documents, and other material relevant to this agreement for six years after settlement, and make them available for inspection by persons authorized by this provision.

XI. RIGHT OF INSPECTION

The Court shall provide right of access to its facilities to the AOC, or any of its officers, or to any other authorized agent or official of the state of Washington at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this agreement.

XII. DISPUTES

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from the AOC, one representative from the Court, and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority prevailing. Neither party shall have recourse to the courts unless there is a showing of noncompliance or waiver of this section.

XIII. TERMINATION

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

XIV. GOVERNANCE

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

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

- A. Applicable state and federal statutes and rules;
- B. This Agreement; and
- C. Any other provisions of the agreement, including materials incorporated by reference.

XV. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising hereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

XVI. WAIVER

A failure by either party to exercise its rights under this Agreement does not preclude that party from subsequent exercise of such rights and is not a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

XVII. SEVERABILITY

If any provision of this Agreement, or any provision of any document incorporated by reference is held invalid, such invalidity does not affect the other provisions of this Agreement which can be given effect without the invalid provision and to this end the provisions of this Agreement are declared to be severable.

XVIII. AGREEMENT MANAGEMENT

The program managers noted below are responsible for and are the contact people for all communications and billings regarding the performance of this Agreement:

AOC Program Manager	Court Point of Contact
Leah Niccolocci PO Box 41170 Olympia, WA 98504-1170 Leah.niccolocci@courts.wa.gov	Sarah Thompson 1100 W. Mallon Ave. Spokane, WA 99260 sthompson@spokanecity.org

XIX. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement are considered to exist or to bind any of the parties to this agreement unless otherwise stated in this Agreement.

AGREED:

**Washington State Administrative
Office of the Courts**

Court

Dawn Marie Rubio

6/26/2024

Signature

Date

Howard Delaney

6/26/2024

Signature

Date

Dawn Marie Rubio

Name

Howard Delaney

Name

State Court Administrator

Title

Court Administrator

Title

ATTACHMENT A: STATEMENT OF WORK

The Court must use funding to identify individuals before their Therapeutic Court with behavioral health needs outlined in their application and engage those individuals with community-based therapeutic interventions within the Therapeutic Court's jurisdiction in accordance with the Court's funding application.

I. Use of Funds (including but not limited to – refer to budget and allowable costs for):

- Personnel Costs
- Staff Equipment & Technology
- Team Training/Travel
- Treatment Services
- Recovery Supports
- Other Direct Costs

II. REPORTING

The Court shall submit quarterly reports to AOC documenting the progress of their therapeutic court program and engage in technical assistance calls with the Behavioral Health team quarterly. These reports shall provide:

- The number of program participants (therapeutic court referrals, entries, opt in agreements, active participants, terminations and graduations) for the corresponding quarter,
- the services provided to program participants for the corresponding quarter,
- challenges faced by the Court in operating their therapeutic court program during the corresponding quarter. On the following schedule:

Reporting schedule:

Period	Quarter	Report Due
07/01/24-09/30/24	1	10/15/24
10/01/24-12/31/24	2	01/15/25
01/01/25-03/31/25	3	04/15/25
04/01/25-06/30/25	4	7/15/25 (final report for the year)

Failure to submit a report by the due date will adversely affect the Court's eligibility for future funding.

Your AOC Program Manager will provide you with the link to the reporting portal via email prior to the quarterly report due date. Other deliverables are required if applicable to a specific Therapeutic Court. When there is any question about deliverables, Court should communicate with the AOC Program Contact (refer to

section XIX of the agreement) to determine which deliverables are applicable to your Court. When using these funds, other deliverables may include the following:

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- Therapeutic Court staff shall complete applicable Best Practice Standards modules on-line courses/E-learning at <https://allrise.org/trainings/online-courses/>
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- Equity and Inclusion (e.g. staff training, equity monitoring, equitable treatment, equitable incentives, and sanctions).

Implementation

- Develop guidelines, policies and procedures for therapeutic court structure, including drug testing practices, incentive and response policies, phase structure, and handbooks.
- Hold stakeholder meetings (prosecution, defense, treatment, law enforcement, probation, etc.)
- Create Memorandum of Understanding (MOU's) with stakeholders

Scale & Sustain

- Begin evaluation of data to assess successes and areas of need by completing the Washington Therapeutic Court Evaluation and Review (WATER) on an annual basis, according to the period of performance of this award (Refer to section III of the agreement). Process review/evaluation (after WATER).
- Employ continuous quality improvement methods to refine the model, updating model and adopted guidelines, policies and procedures as required, and as it relates to Best Practice standards.
- Develop system to track and evaluate performance of therapeutic court programming.

Other

- Attend regular meetings with the Administrative Office of the Court Behavioral Health Program.
- Attend trainings identified and/or provided by the Behavioral Health Program.

ATTACHMENT B: USE OF FUNDS

FY2025 Use of Funds	
<p><u>Allowable Expenses</u> Common allowable expenses listed below. Supporting documents are required for all allowable expenses. See what's required under each spending category.</p>	<p><u>Unallowable Expenses</u> The list of unallowable expenses is <u>not exhaustive</u>. If you are unsure whether your expense is allowable, please contact CLJTherapeuticCourtsApplications@courts.wa.gov for clarification before making a purchase.</p>
<p><u>Personnel Costs</u> Personnel salaries and benefits for staff while working on therapeutic court duties or procedures</p> <p>Court Staff including:</p> <ul style="list-style-type: none"> • Coordinator • Case Manager • Peer Support • Prosecution • Defense • Probation • Judicial Officers <ul style="list-style-type: none"> ○ Judges ○ Pro Tem Judges ○ Commissioners <p><u>Supporting documents</u> must list staff member name, staff member title, pay period</p> <ul style="list-style-type: none"> • Payroll Ledgers • Pay Stubs <p>Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.</p>	<p><u>Personnel Costs</u> Court Staff including:</p> <ul style="list-style-type: none"> • Security Personnel • Supporting the salary/benefits of any staff member not related to the therapeutic court • Indirect Cost
<p><u>Staff Equipment & Technology</u></p>	<p><u>Staff Equipment & Technology</u></p> <ul style="list-style-type: none"> • Furniture <ul style="list-style-type: none"> ○ Couches

<ul style="list-style-type: none"> • Includes equipment, supplies, software, and IT maintenance for staff that support the program Computers • Cell Phones • Printers/Fax Machines • Staff Desk equipment and supplies <ul style="list-style-type: none"> ○ Office Chairs for Staff ○ Office Desk for Staff ○ Desk Phone ○ Keyboard/Mouse ○ Monitor(s) ○ Headsets ○ Computer Webcams ○ Desk Organizers/Storage ○ Pens/Pencils ○ Paper/Notebooks ○ Paper Clips/Binders/Stapler ○ A/V equipment for courtroom ○ Other Office supplies ○ Translation Services (program materials) • IT Maintenance and Tech Support • Software Subscriptions • Supplies for community meetings and staff retreats <p>Supporting documents must list name of vendor, purchase date, amount paid, and method of payment</p> <ul style="list-style-type: none"> • Receipts • Invoices <p>Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.</p>	<ul style="list-style-type: none"> ○ Beds ○ Armoire ○ Atelier ○ Chaise longue ○ Chifforobe ○ Dresser ○ TV Stands ○ Bookcases ○ Accent Chairs ○ Conference Table • Software <ul style="list-style-type: none"> ○ New subscriptions for case management software ○ OCourt Subscriptions • Other Technology <ul style="list-style-type: none"> ○ A/V equipment for conference rooms
<p><u>Team Training/Travel</u> Training for program staff on the use of Risk-Needs-Responsivity (RNR) assessments and evidence-based treatment modalities.</p>	<p><u>Team Training/Travel</u></p> <ul style="list-style-type: none"> • Training and travel expenses not pre-approved by AOC staff • Staff mileage to/from work site • Purchase of vehicles

Exceptions to below list can be submitted for preapproval to CLJTherapeuticCourtsApplications@courts.wa.gov

Prioritized Trainings

- WSADCP trainings/conferences
- All Rise trainings/conferences

Other Eligible Training Suggestions upon approval of contract team

- NADCP trainings/conferences
- Center for Justice Innovation (CJI) trainings/conferences

Travel expenses related to training

- Meals (per diem rate)
- Air travel – travel insurance/refundable tickets recommended
- Lodging (per diem rate) – the AOC will not reimburse until after checkout
- Transportation
 - Mileage
 - Car rental
 - Parking
 - Other Transport
 - Ferries
 - Taxis
 - Uber/Lyft
 - Bus fare
 - Shuttle fare
 - Subway/Link/Railway fare

*Tips cover transportation and must not be over 15% of purchase total.

Supporting documents must list names and titles of therapeutic court staff attending, name of vendor, purchase date, amount paid, and method of payment

<ul style="list-style-type: none"> • Receipts (receipts not required for meals, the AOC reimburses at the per diem rate) • Invoices <p>Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.</p>	
<p><u>Treatment Services</u></p> <p>Treatment services not covered by participants' insurance or co-insurance, costs that are deemed unaffordable to the participants, and compliance monitoring. Participants are encouraged to apply for Apple Care.</p> <ul style="list-style-type: none"> • Participant Medical Insurance Deductibles and Spend Downs • Therapeutic Services not covered by participant insurance but recommended by treatment or therapeutic court staff (i.e. DV treatment) • Lab & Toxicology Testing • Treatment Staff/Peer Support contracted by the court <ul style="list-style-type: none"> ○ Mental Health Services ○ Peer Support Services ○ SUDP ○ Veteran's Support Services <p><u>Supporting documents</u> must list name of vendor, purchase date, amount paid, and method of payment</p> <ul style="list-style-type: none"> • Receipts • Invoices <p>Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.</p>	<p><u>Treatment Services</u></p> <ul style="list-style-type: none"> • Professional Licensing Fees • Services that are eligible and covered via participants medical insurance (i.e. Ongoing treatment for a participant with Medicaid/private insurance in lieu of local BHA)

<p><u>Recovery Supports</u> Other services for participants that are not accessible through other local, state, or federal programs, services meant to ensure participants' success in program. <i>*Not an exhaustive list</i></p> <ul style="list-style-type: none"> • Participant Transportation <ul style="list-style-type: none"> ○ Bus Passes ○ Uber/Lyft Rides ○ Car Services ○ Other Transit Services • Food & Beverages - *Participants <ul style="list-style-type: none"> ○ Meals (*Graduation or other pre-approved event; must have agenda & sign in sheet, or other approved documentation – no more than \$20.00 per person) ○ Snacks ○ Water ○ Non-alcoholic Beverages (<i>*no mocktails allowed</i>) • Food & Beverages *Staff <ul style="list-style-type: none"> ○ Meals (<u>*Must</u> follow your agency policy on meal purchases for meetings. Agenda and sign in sheet required.) ○ Non-alcoholic Beverages (<i>*no mocktails allowed</i>) • Cell Phones through a checkout program • Cell Minutes • Hygiene Products • Recovery Housing- when all other supports have been exhausted • Education <ul style="list-style-type: none"> ○ Parenting Classes ○ Financial Literacy 	<p><u>Recovery Supports</u></p> <ul style="list-style-type: none"> • Gas cards • Gift Cards • Gifts • Logoed apparel • Driver Educational Courses • License reinstatement fees (i.e. Tickets, fines, etc.) • Advertising on radio stations, newspapers, billboards, etc.
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<ul style="list-style-type: none">• Graduation supplies• Driver's license/ID replacement fee <p><u>Supporting documents</u> must list name of vendor, purchase date, amount paid, and method of payment</p> <ul style="list-style-type: none">• Receipts• Invoices <p>Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.</p>	
<p><u>Other Direct Costs</u></p> <p>Miscellaneous expenses directly related to program delivery or participant recovery supports. Requires pre-approval. Submit to CLJTherapeuticCourtsApplications@courts.wa.gov</p>	

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 09/09/2024**Committee Agenda type:** Discussion**Date Rec'd**

8/20/2024

Clerk's File #

OPR 2024-0853

Cross Ref #

ORD C36565

Project #**Council Meeting Date:** 10/07/2024**Submitting Dept**

MUNICIPAL COURT

Bid #**Contact Name/Phone**

SARAH 509-625-4146

Requisition #**Contact E-Mail**

STHOMPSON@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

PDILLON MCATHCART LNAVARRETE

Agenda Item Name

0560-ACCEPTANCE OF AWARD FROM AOC FOR DUI COURT IAA25094

Agenda Wording

Municipal Court received funding from the Administrative Office of the Courts (AOC) to support the DUI Court program from July 1, 2024, through June 30, 2025. SBO went to Public Safety Committee on 8/12/24.

Summary (Background)

DUI Court received \$76,350 to support: • Personnel costs: \$54,950 • Staff equipment and technology: \$500 • Team travel and training: \$13,400 • Treatment Services: \$2,500 • Recovery Supports: \$5,000

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? NO

Total Cost \$ 76,350

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

This is an ongoing funding stream; however, applications and budgets will be required annually. The funding cannot supplant existing funds. No match required.

Amount**Budget Account**

Expense \$ 44,950 # 1360-91228-12510-51991-99999

Expense \$ 10,000 # 1360-91228-12510-52991-99999

Expense \$ 500 # 1360-91228-12510-54101-99999

Expense \$ 13,400 # 1360-91229-12510-54404-99999

Revenue \$ 76,350 # 1360-91228-99999-33412-99999

Expense \$ 7,500 # 1360-91228-12510-54201-99999



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	HARTE, AMY
<u>Division Director</u>	LOGAN, MARY
<u>Accounting Manager</u>	BUSTOS, KIM
<u>Legal</u>	SCHOEDEL, ELIZABETH
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>ACCOUNTING -</u>	MURRAY, MICHELLE

Distribution List

Howard Delaney hdelaney@spokanecity.org	Amy Harte aharte@spokanecity.org
Sarah Thompson sthompson@spokanecity.org	ddaniels@spokanecity.org
kbustos@spokanecity.org	
	Howard Delaney hdelaney@spokanecity.org
Amy Harte aharte@spokanecity.org	Sarah Thompson sthompson@spokanecity.org

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	September 9, 2024
Submitting Department	0560-Municipal Court
Contact Name	Sarah Thompson
Contact Email & Phone	sthompson@spokanecity.org 509-625-4146
Council Sponsor(s)	<u>CM Dillon; CM Cathcart; CM Navarrete</u>
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	Acceptance of award from Administrative Office of the Courts for DUI Court
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>Municipal Court received funding from the Administrative Office of the Courts (AOC) to support the DUI Court program from July 1, 2024, through June 30, 2025. The AOC cost categories available are for: salary and benefits, program equipment and technology, training and travel, treatment, and recovery services. This is an ongoing funding stream; however, applications and budgets will be required annually. The funding cannot supplant existing funds.</p> <p>DUI Court received \$76,350 to support:</p> <ul style="list-style-type: none"> • Personnel costs: \$54,950 • Staff equipment and technology: \$500 • Team travel and training: \$13,400 • Treatment Services: \$2,500 • Recovery Supports: \$5,000
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input 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: <u>The Administrative Office of the Courts does not require a match for the award. Applications are required annually, and the funding cannot supplant existing funds.</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: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? This funding is to support the Therapeutic Court for July 1, 2024 through June 30, 2025.</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.) No match required.</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	

Therapeutic Courts build stronger and safer communities by providing accountability to justice-involved individuals by utilizing a problem-solving approach to crime to help individuals become productive members of the community. Therapeutic Courts work to address factors impacting participant's criminal behavior, substance use/mental health disorders, provide access to resources, and address victim needs. Therapeutic Courts attempt to enhance the lives of individual participants by addressing the underlying causes for court involvement, while ensuring public safety.

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?

Therapeutic Courts utilize various data metrics to analyze the effectiveness of the program and to ensure justice involved individuals are not excluded based on racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities. The data is shared with the multidisciplinary team for analysis.

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

Therapeutic Courts will utilize data metrics that will provide regular analysis of the effectiveness and inclusion of community members to ensure racial inequities do not present. If data analysis presents some limitation to access Therapeutic Courts on any bias against race, age, gender, or socio-economic status, the court may address the data and alternative methodology of services with the multi-disciplinary court team.

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 participants of Therapeutic Courts often face adversary and barriers at every step as they attempt to exit homelessness, address substance use and mental health disorders, and become productive members of the community. The funding will enhance therapeutic court programs as we work to improve the participant's lives and the community. Improving community safety is a critical element in the City's criminal justice reform efforts.

**INTERAGENCY AGREEMENT – IAA25094
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
SPOKANE MUNICIPAL-DUI COURT
FOR THERAPEUTIC COURTS**

THIS AGREEMENT (Agreement) is entered into by and between the Washington State Administrative Office of the Courts (AOC) and Spokane Municipal-DUI Court (Court), (individually known as “Party” and collectively known as “Parties”).

The Parties hereby enter into this Agreement whereby Court will perform certain services for, and provide product deliveries to AOC. The Court is subject to the terms and conditions specified in Attachment A and agrees to the following terms and conditions.

I. PURPOSE

The purpose of this Agreement is to provide reimbursements to assist Courts with costs related to Therapeutic Court and must use funding to identify individuals before their court with substance use disorders or other behavioral health needs and engage those individuals with community-based therapeutic interventions within the Court’s jurisdiction in accordance with the Court’s application, and Statement of Work (Attachment A).

II. REIMBURSEMENT

- A. The awarded amount is \$76,350.00 . Court will use funds as described in the Attachment A and Attachment B.
- B. General. AOC shall provide reimbursement to the Court for approved and completed reimbursements by warrant or account transfer within 30 days of receipt of a properly completed A-19 invoice and the completed data report as required below.

III. PERIOD OF PERFORMANCE

Performance under this Agreement begins July 1, 2024 regardless of the date of execution, and ends on June 30, 2025.

IV. COMPENSATION AND PAYMENT

- A. AOC will reimburse the Court up to a maximum/NTE/ of \$76,350.00 for payments

made by the Court during the period from July 1, 2024 to June 30, 2025 related to the Therapeutic Court Program.

- B. The Court shall submit invoices to AOC for expenditures no more frequently than monthly, and no less frequently than quarterly. Invoices shall be submitted on state form A-19.
- C. Before payment can be processed, properly-completed A-19 invoices must be submitted to payables@courts.wa.gov with CC to CLJTherapeuticCourtsApplications@courts.wa.gov
- D. If this agreement is terminated, the Court shall only receive payment for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.
- E. The Court shall maintain sufficient backup documentation of expenses under this agreement.
- F. Payments made by AOC within 30 days of receipt of a properly-completed A-19 invoice shall be deemed timely.
- G. This amount includes expenses necessary or incidental to performing the items under the Statement of Work, including, but not limited to, travel, lodging and per diem related expenses. Court will submit an invoice after the completion and acceptance of each deliverable listed in the Attachment A.

The awarded amount is \$76,350.00 . The Court will use the funds for the following cost categories:

Cost Category	Amount
Personnel Costs	\$54,950.00
Staff Equipment & Technology	\$500.00
Team Training/Travel	\$13,400.00
Treatment Services	\$2,500.00
Recovery supports	\$5,000.00
Other Direct Costs	\$0.00
Total Amount	\$76,350.00

Up to 10% of funds can be moved from one or more spending category to another, but any adjustments beyond 10% require the explicit written consent of AOC’s Point of Contact, and in no case may the total amount exceed the total amount listed above.

Funds cannot be used for:

- replacing or supplementing the salary of current employees of the Court (employees must be taking on additional work or be a new employee to be eligible for funding),
- program incentives that constitute a gift or reward
- items and activities outside of the cost categories listed in the Court's contract.

V. BILLING PROCEDURES

Court will submit properly prepared Form A-19s via email to AOC Financial Services at payables@courts.wa.gov and include a CC to CLJTherapeuticCourtsApplications@courts.wa.gov. Invoices shall be submitted no less frequently than quarterly during the term of the contract. Incorrect or incomplete invoices shall be returned by AOC to Court for correction and reissuance, and may result in delays in funding. All Invoices shall provide and itemize, at a minimum, the following:

- A. Contract Number;
- B. Court name, address, phone number;
- C. Court Federal Tax Identification Number;
- D. Description of Services to be provided;
- E. Date(s) Services will be provided;
- F. Total Invoice Price.

Payment will be considered timely if made by the AOC within thirty (30) calendar days of receipt of a properly prepared invoice. Payment shall be sent to the address designated by the Court.

The AOC may, in its sole discretion, terminate the contract or withhold payments claimed by the Court for services rendered if the Court fails to satisfactorily comply with any term or condition of this contract.

No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by the AOC.

VI. REVENUE SHARING

- A. AOC in its sole discretion, may initiate the revenue sharing. AOC will notify the Court no later than May 1, 2025 that AOC intends to reallocate funding among courts. If AOC determines the Court may not spend all monies available under the Agreement, then AOC may reduce the Agreement amount. If AOC determines the Court may spend more money than is available under the Agreement and for its scope, then the AOC may increase Agreement amount.
- B. If the AOC initiates the revenue sharing process, then the Court must submit a

final revenue sharing A19 to payables@courts.wa.gov and copy/cc to CLJTherapeuticCourtsApplications@courts.wa.gov between July 11, 2025 and August 1, 2025.

VII. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of Washington State (Legislature) for the performance of this Agreement. If sufficient appropriations and authorization are not made or removed by the Legislature, this Agreement will terminate immediately upon written notice being given by the AOC to the Court. The decision as to whether appropriations are sufficient to perform the duties under this Agreement is within the sole discretion of AOC.

VIII. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by agreement of the parties. Such amendments are not binding unless they are in writing and signed by personnel authorized to bind each of the parties.

IX. INDEPENDENT CAPACITY

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

X. RECORDS, DOCUMENTS, AND REPORTS

The Court shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AOC and the Office of the State Auditor, or so authorized by law, rule, regulation, or agreement. The Court will retain all books, records, documents, and other material relevant to this agreement for six years after settlement, and make them available for inspection by persons authorized by this provision.

XI. RIGHT OF INSPECTION

The Court shall provide right of access to its facilities to the AOC, or any of its officers, or to any other authorized agent or official of the state of Washington at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this agreement.

XII. DISPUTES

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from the AOC, one representative from the Court, and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority prevailing. Neither party shall have recourse to the courts unless there is a showing of noncompliance or waiver of this section.

XIII. TERMINATION

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

XIV. GOVERNANCE

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

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

- A. Applicable state and federal statutes and rules;
- B. This Agreement; and
- C. Any other provisions of the agreement, including materials incorporated by reference.

XV. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising hereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

XVI. WAIVER

A failure by either party to exercise its rights under this Agreement does not preclude that party from subsequent exercise of such rights and is not a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

XVII. SEVERABILITY

If any provision of this Agreement, or any provision of any document incorporated by reference is held invalid, such invalidity does not affect the other provisions of this Agreement which can be given effect without the invalid provision and to this end the provisions of this Agreement are declared to be severable.

XVIII. AGREEMENT MANAGEMENT

The program managers noted below are responsible for and are the contact people for all communications and billings regarding the performance of this Agreement:

AOC Program Manager	Court Point of Contact
Leah Niccolocci PO Box 41170 Olympia, WA 98504-1170 Leah.niccolocci@courts.wa.gov	Sarah Thompson 1100 West Mallon Ave Spokane, WA 99260 sthompson@spokanecity.org

XIX. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement are considered to exist or to bind any of the parties to this agreement unless otherwise stated in this Agreement.

AGREED:

**Washington State Administrative
Office of the Courts**

Court

Dawn Marie Rubio 6/26/2024
Signature *Date*

Howard Delaney 6/26/2024
Signature *Date*

Dawn Marie Rubio
Name

Howard Delaney
Name

State Court Administrator
Title

Court Administrator
Title

ATTACHMENT A: STATEMENT OF WORK

The Court must use funding to identify individuals before their Therapeutic Court with behavioral health needs outlined in their application and engage those individuals with community-based therapeutic interventions within the Therapeutic Court's jurisdiction in accordance with the Court's funding application.

I. Use of Funds (including but not limited to – refer to budget and allowable costs for):

- Personnel Costs
- Staff Equipment & Technology
- Team Training/Travel
- Treatment Services
- Recovery Supports
- Other Direct Costs

II. REPORTING

The Court shall submit quarterly reports to AOC documenting the progress of their therapeutic court program and engage in technical assistance calls with the Behavioral Health team quarterly. These reports shall provide:

- The number of program participants (therapeutic court referrals, entries, opt in agreements, active participants, terminations and graduations) for the corresponding quarter,
- the services provided to program participants for the corresponding quarter,
- challenges faced by the Court in operating their therapeutic court program during the corresponding quarter. On the following schedule:

Reporting schedule:

Period	Quarter	Report Due
07/01/24-09/30/24	1	10/15/24
10/01/24-12/31/24	2	01/15/25
01/01/25-03/31/25	3	04/15/25
04/01/25-06/30/25	4	7/15/25 (final report for the year)

Failure to submit a report by the due date will adversely affect the Court's eligibility for future funding.

Your AOC Program Manager will provide you with the link to the reporting portal via email prior to the quarterly report due date. Other deliverables are required if applicable to a specific Therapeutic Court. When there is any question about deliverables, Court should communicate with the AOC Program Contact (refer to

section XIX of the agreement) to determine which deliverables are applicable to your Court. When using these funds, other deliverables may include the following:

Planning

- Therapeutic Court staff shall complete applicable Best Practice Standards modules on-line courses/E-learning at <https://allrise.org/trainings/online-courses/>
- Identify Target Population (e.g. eligibility and exclusion criteria, utilize valid Risk-Needs-Responsivity tool – RNR).
- Identify Team Roles and Responsibilities (judge, prosecutor, defense, coordinator, case manager, etc.).
- Equity and Inclusion (e.g. staff training, equity monitoring, equitable treatment, equitable incentives, and sanctions).

Implementation

- Develop guidelines, policies and procedures for therapeutic court structure, including drug testing practices, incentive and response policies, phase structure, and handbooks.
- Hold stakeholder meetings (prosecution, defense, treatment, law enforcement, probation, etc.)
- Create Memorandum of Understanding (MOU's) with stakeholders

Scale & Sustain

- Begin evaluation of data to assess successes and areas of need by completing the Washington Therapeutic Court Evaluation and Review (WATER) on an annual basis, according to the period of performance of this award (Refer to section III of the agreement). Process review/evaluation (after WATER).
- Employ continuous quality improvement methods to refine the model, updating model and adopted guidelines, policies and procedures as required, and as it relates to Best Practice standards.
- Develop system to track and evaluate performance of therapeutic court programming.

Other

- Attend regular meetings with the Administrative Office of the Court Behavioral Health Program.
- Attend trainings identified and/or provided by the Behavioral Health Program.

ATTACHMENT B: USE OF FUNDS

FY2025 Use of Funds	
<p><u>Allowable Expenses</u> Common allowable expenses listed below. Supporting documents are required for all allowable expenses. See what’s required under each spending category.</p>	<p><u>Unallowable Expenses</u> The list of unallowable expenses is <u>not exhaustive</u>. If you are unsure whether your expense is allowable, please contact CLJTherapeuticCourtsApplications@courts.wa.gov for clarification before making a purchase.</p>
<p><u>Personnel Costs</u> Personnel salaries and benefits for staff while working on therapeutic court duties or procedures</p> <p>Court Staff including:</p> <ul style="list-style-type: none"> • Coordinator • Case Manager • Peer Support • Prosecution • Defense • Probation • Judicial Officers <ul style="list-style-type: none"> ○ Judges ○ Pro Tem Judges ○ Commissioners <p><u>Supporting documents</u> must list staff member name, staff member title, pay period</p> <ul style="list-style-type: none"> • Payroll Ledgers • Pay Stubs <p>Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.</p>	<p><u>Personnel Costs</u> Court Staff including:</p> <ul style="list-style-type: none"> • Security Personnel • Supporting the salary/benefits of any staff member not related to the therapeutic court • Indirect Cost
<p><u>Staff Equipment & Technology</u></p>	<p><u>Staff Equipment & Technology</u></p> <ul style="list-style-type: none"> • Furniture <ul style="list-style-type: none"> ○ Couches

<ul style="list-style-type: none"> • Includes equipment, supplies, software, and IT maintenance for staff that support the program • Computers • Cell Phones • Printers/Fax Machines • Staff Desk equipment and supplies <ul style="list-style-type: none"> ○ Office Chairs for Staff ○ Office Desk for Staff ○ Desk Phone ○ Keyboard/Mouse ○ Monitor(s) ○ Headsets ○ Computer Webcams ○ Desk Organizers/Storage ○ Pens/Pencils ○ Paper/Notebooks ○ Paper Clips/Binders/Stapler ○ A/V equipment for courtroom ○ Other Office supplies ○ Translation Services (program materials) • IT Maintenance and Tech Support • Software Subscriptions • Supplies for community meetings and staff retreats <p>Supporting documents must list name of vendor, purchase date, amount paid, and method of payment</p> <ul style="list-style-type: none"> • Receipts • Invoices <p>Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.</p>	<ul style="list-style-type: none"> ○ Beds ○ Armoire ○ Atelier ○ Chaise longue ○ Chifforobe ○ Dresser ○ TV Stands ○ Bookcases ○ Accent Chairs ○ Conference Table • Software <ul style="list-style-type: none"> ○ New subscriptions for case management software ○ OCourt Subscriptions • Other Technology <ul style="list-style-type: none"> ○ A/V equipment for conference rooms
<p><u>Team Training/Travel</u> Training for program staff on the use of Risk-Needs-Responsivity (RNR) assessments and evidence-based treatment modalities.</p>	<p><u>Team Training/Travel</u></p> <ul style="list-style-type: none"> • Training and travel expenses not pre-approved by AOC staff • Staff mileage to/from work site • Purchase of vehicles

Exceptions to below list can be submitted for preapproval to CLJTherapeuticCourtsApplications@courts.wa.gov

Prioritized Trainings

- WSADCP trainings/conferences
- All Rise trainings/conferences

Other Eligible Training Suggestions upon approval of contract team

- NADCP trainings/conferences
- Center for Justice Innovation (CJI) trainings/conferences

Travel expenses related to training

- Meals (per diem rate)
- Air travel – travel insurance/refundable tickets recommended
- Lodging (per diem rate) – the AOC will not reimburse until after checkout
- Transportation
 - Mileage
 - Car rental
 - Parking
 - Other Transport
 - Ferries
 - Taxis
 - Uber/Lyft
 - Bus fare
 - Shuttle fare
 - Subway/Link/Railway fare

*Tips cover transportation and must not be over 15% of purchase total.

Supporting documents must list names and titles of therapeutic court staff attending, name of vendor, purchase date, amount paid, and method of payment

<ul style="list-style-type: none"> • Receipts (receipts not required for meals, the AOC reimburses at the per diem rate) • Invoices <p>Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.</p>	
<p><u>Treatment Services</u> Treatment services not covered by participants' insurance or co-insurance, costs that are deemed unaffordable to the participants, and compliance monitoring. Participants are encouraged to apply for Apple Care.</p> <ul style="list-style-type: none"> • Participant Medical Insurance Deductibles and Spend Downs • Therapeutic Services not covered by participant insurance but recommended by treatment or therapeutic court staff (i.e. DV treatment) • Lab & Toxicology Testing • Treatment Staff/Peer Support contracted by the court <ul style="list-style-type: none"> ○ Mental Health Services ○ Peer Support Services ○ SUDP ○ Veteran's Support Services <p><u>Supporting documents</u> must list name of vendor, purchase date, amount paid, and method of payment</p> <ul style="list-style-type: none"> • Receipts • Invoices <p>Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.</p>	<p><u>Treatment Services</u></p> <ul style="list-style-type: none"> • Professional Licensing Fees • Services that are eligible and covered via participants medical insurance (i.e. Ongoing treatment for a participant with Medicaid/private insurance in lieu of local BHA)

<p><u>Recovery Supports</u> Other services for participants that are not accessible through other local, state, or federal programs, services meant to ensure participants' success in program. <i>*Not an exhaustive list</i></p> <ul style="list-style-type: none"> • Participant Transportation <ul style="list-style-type: none"> ○ Bus Passes ○ Uber/Lyft Rides ○ Car Services ○ Other Transit Services • Food & Beverages - *Participants <ul style="list-style-type: none"> ○ Meals (*Graduation or other pre-approved event; must have agenda & sign in sheet, or other approved documentation – no more than \$20.00 per person) ○ Snacks ○ Water ○ Non-alcoholic Beverages (<i>*no mocktails allowed</i>) • Food & Beverages *Staff <ul style="list-style-type: none"> ○ Meals (<u>*Must</u> follow your agency policy on meal purchases for meetings. Agenda and sign in sheet required.) ○ Non-alcoholic Beverages (<i>*no mocktails allowed</i>) • Cell Phones through a checkout program • Cell Minutes • Hygiene Products • Recovery Housing- when all other supports have been exhausted • Education <ul style="list-style-type: none"> ○ Parenting Classes ○ Financial Literacy 	<p><u>Recovery Supports</u></p> <ul style="list-style-type: none"> • Gas cards • Gift Cards • Gifts • Logoed apparel • Driver Educational Courses • License reinstatement fees (i.e. Tickets, fines, etc.) • Advertising on radio stations, newspapers, billboards, etc.
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<ul style="list-style-type: none">• Graduation supplies• Driver’s license/ID replacement fee <p><u>Supporting documents</u> must list name of vendor, purchase date, amount paid, and method of payment</p> <ul style="list-style-type: none">• Receipts• Invoices <p>Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.</p>	
<p><u>Other Direct Costs</u></p> <p>Miscellaneous expenses directly related to program delivery or participant recovery supports. Requires pre-approval. Submit to CLJTherapeuticCourtsApplications@courts.wa.gov</p>	

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 09/09/2024**Committee Agenda type:** Discussion**Date Rec'd**

8/20/2024

Clerk's File #

OPR 2024-0854

Cross Ref #

ORD C36565

Project #**Council Meeting Date:** 10/07/2024**Submitting Dept**

MUNICIPAL COURT

Bid #**Contact Name/Phone**

SARAH 509-625-4146

Requisition #**Contact E-Mail**

STHOMPSON@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

PDILLON MCATHCART LNAVARRETE

Agenda Item Name

0560-ACCEPTANCE OF AWARD FROM AOC FOR DVIT COURT IAA25095

Agenda Wording

Municipal Court received funding from the Administrative Office of the Courts (AOC) to support the Domestic Violence Intervention Treatment Court (DVIT Court) program from July 1, 2024, through June 30, 2025. SBO on Public Safety Committee 8/12/24.

Summary (Background)

DVIT Court received \$251,550 to support: • Personnel costs: \$227,000 • Staff equipment and technology: \$1,000 • Team travel and training: \$13,550 • Treatment Services: \$5,000 • Recovery Supports: \$5,000

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? NO

Total Cost \$ 251,550

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

This is an ongoing funding stream; however, applications and budgets will be required annually. The funding cannot supplant existing funds. No match is required.

Amount**Budget Account**

Expense \$ 177,000

1360-91226-12510-51991-99999

Expense \$ 50,000

1360-91226-12510-52991-99999

Expense \$ 1,000

1360-91226-12510-53502-99999

Expense \$ 13,550

1360-91226-12510-54404-99999

Expense \$ 10,000

1360-91226-12510-54101-99999

Revenue \$ 251,550

1360-91226-99999-33412-99999



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	HARTE, AMY
<u>Division Director</u>	LOGAN, MARY
<u>Accounting Manager</u>	BUSTOS, KIM
<u>Legal</u>	SCHOEDEL, ELIZABETH
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>ACCOUNTING -</u>	MURRAY, MICHELLE

Distribution List

Howard Delaney hdelaney@spokanecity.org	Amy Harte aharte@spokanecity.org
Sarah Thompson sthompson@spokanecity.org	ddaniels@spokanecity.org
kbustos@spokanecity.org	
	Howard Delaney hdelaney@spokanecity.org
Amy Harte aharte@spokanecity.org	Sarah Thompson sthompson@spokanecity.org

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	September 9, 2024
Submitting Department	0560-Municipal Court
Contact Name	Sarah Thompson
Contact Email & Phone	sthompson@spokanecity.org 509-625-4146
Council Sponsor(s)	<u>CM Dillon; CM Cathcart; CM Navarrete</u>
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	Acceptance of award from Administrative Office of the Courts for Domestic Violence Intervention Treatment Court
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>Municipal Court received funding from the Administrative Office of the Courts (AOC) to support the Domestic Violence Intervention Treatment Court (DVIT Court) program from July 1, 2024, through June 30, 2025. The AOC cost categories available are for: salary and benefits, program equipment and technology, training and travel, treatment, and recovery services. This is an ongoing funding stream; however, applications and budgets will be required annually. The funding cannot supplant existing funds.</p> <p>DVIT Court received \$251,550 to support:</p> <ul style="list-style-type: none"> • Personnel costs: \$227,000 • Staff equipment and technology: \$1,000 • Team travel and training: \$13,550 • Treatment Services: \$5,000 • Recovery Supports: \$5,000
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input 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: <u>The Administrative Office of the Courts does not require a match for the award. Applications are required annually, and the funding cannot supplant existing funds.</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: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? This funding is to support the Therapeutic Court for July 1, 2024 through June 30, 2025.</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.) No match required.</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	

Therapeutic Courts build stronger and safer communities by providing accountability to justice-involved individuals by utilizing a problem-solving approach to crime to help individuals become productive members of the community. Therapeutic Courts work to address factors impacting participant's criminal behavior, substance use/mental health disorders, provide access to resources, and address victim needs. Therapeutic Courts attempt to enhance the lives of individual participants by addressing the underlying causes for court involvement, while ensuring public safety.

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?

Therapeutic Courts utilize various data metrics to analyze the effectiveness of the program and to ensure justice involved individuals are not excluded based on racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities. The data is shared with the multidisciplinary team for analysis.

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

Therapeutic Courts will utilize data metrics that will provide regular analysis of the effectiveness and inclusion of community members to ensure racial inequities do not present. If data analysis presents some limitation to access Therapeutic Courts on any bias against race, age, gender, or socio-economic status, the court may address the data and alternative methodology of services with the multi-disciplinary court team.

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 participants of Therapeutic Courts often face adversary and barriers at every step as they attempt to exit homelessness, address substance use and mental health disorders, and become productive members of the community. The funding will enhance therapeutic court programs as we work to improve the participant's lives and the community. Improving community safety is a critical element in the City's criminal justice reform efforts.

**INTERAGENCY AGREEMENT – IAA25095
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
SPOKANE MUNICIPAL-DVIT COURT
FOR THERAPEUTIC COURTS**

THIS AGREEMENT (Agreement) is entered into by and between the Washington State Administrative Office of the Courts (AOC) and Spokane Municipal-DVIT Court (Court), (individually known as “Party” and collectively known as “Parties”).

The Parties hereby enter into this Agreement whereby Court will perform certain services for, and provide product deliveries to AOC. The Court is subject to the terms and conditions specified in Attachment A and agrees to the following terms and conditions.

I. PURPOSE

The purpose of this Agreement is to provide reimbursements to assist Courts with costs related to Therapeutic Court and must use funding to identify individuals before their court with substance use disorders or other behavioral health needs and engage those individuals with community-based therapeutic interventions within the Court’s jurisdiction in accordance with the Court’s application, and Statement of Work (Attachment A).

II. REIMBURSEMENT

- A. The awarded amount is \$251,550.00 . Court will use funds as described in the Attachment A and Attachment B.
- B. General. AOC shall provide reimbursement to the Court for approved and completed reimbursements by warrant or account transfer within 30 days of receipt of a properly completed A-19 invoice and the completed data report as required below.

III. PERIOD OF PERFORMANCE

Performance under this Agreement begins July 1, 2024 regardless of the date of execution, and ends on June 30, 2025.

IV. COMPENSATION AND PAYMENT

- A. AOC will reimburse the Court up to a maximum/NTE/ of \$251,550.00 for payments

made by the Court during the period from July 1, 2024 to June 30, 2025 related to the Therapeutic Court Program.

- B. The Court shall submit invoices to AOC for expenditures no more frequently than monthly, and no less frequently than quarterly. Invoices shall be submitted on state form A-19.
- C. Before payment can be processed, properly-completed A-19 invoices must be submitted to payables@courts.wa.gov with CC to CLJTherapeuticCourtsApplications@courts.wa.gov
- D. If this agreement is terminated, the Court shall only receive payment for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.
- E. The Court shall maintain sufficient backup documentation of expenses under this agreement.
- F. Payments made by AOC within 30 days of receipt of a properly-completed A-19 invoice shall be deemed timely.
- G. This amount includes expenses necessary or incidental to performing the items under the Statement of Work, including, but not limited to, travel, lodging and per diem related expenses. Court will submit an invoice after the completion and acceptance of each deliverable listed in the Attachment A.

The awarded amount is \$251,550.00 . The Court will use the funds for the following cost categories:

Cost Category	Amount
Personnel Costs	\$227,000.00
Staff Equipment & Technology	\$1,000.00
Team Training/Travel	\$13,550.00
Treatment Services	\$5,000.00
Recovery supports	\$5,000.00
Other Direct Costs	\$0.00
Total Amount	\$251,550.00

Up to 10% of funds can be moved from one or more spending category to another, but any adjustments beyond 10% require the explicit written consent of AOC’s Point of Contact, and in no case may the total amount exceed the total amount listed above.

Funds cannot be used for:

- replacing or supplementing the salary of current employees of the Court (employees must be taking on additional work or be a new employee to be eligible for funding),
- program incentives that constitute a gift or reward
- items and activities outside of the cost categories listed in the Court's contract.

V. BILLING PROCEDURES

Court will submit properly prepared Form A-19s via email to AOC Financial Services at payables@courts.wa.gov and include a CC to CLJTherapeuticCourtsApplications@courts.wa.gov. Invoices shall be submitted no less frequently than quarterly during the term of the contract. Incorrect or incomplete invoices shall be returned by AOC to Court for correction and reissuance, and may result in delays in funding. All Invoices shall provide and itemize, at a minimum, the following:

- A. Contract Number;
- B. Court name, address, phone number;
- C. Court Federal Tax Identification Number;
- D. Description of Services to be provided;
- E. Date(s) Services will be provided;
- F. Total Invoice Price.

Payment will be considered timely if made by the AOC within thirty (30) calendar days of receipt of a properly prepared invoice. Payment shall be sent to the address designated by the Court.

The AOC may, in its sole discretion, terminate the contract or withhold payments claimed by the Court for services rendered if the Court fails to satisfactorily comply with any term or condition of this contract.

No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by the AOC.

VI. REVENUE SHARING

- A. AOC in its sole discretion, may initiate the revenue sharing. AOC will notify the Court no later than May 1, 2025 that AOC intends to reallocate funding among courts. If AOC determines the Court may not spend all monies available under the Agreement, then AOC may reduce the Agreement amount. If AOC determines the Court may spend more money than is available under the Agreement and for its scope, then the AOC may increase Agreement amount.

- B. If the AOC initiates the revenue sharing process, then the Court must submit a

final revenue sharing A19 to payables@courts.wa.gov and copy/cc to CLJTherapeuticCourtsApplications@courts.wa.gov between July 11, 2025 and August 1, 2025.

VII. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of Washington State (Legislature) for the performance of this Agreement. If sufficient appropriations and authorization are not made or removed by the Legislature, this Agreement will terminate immediately upon written notice being given by the AOC to the Court. The decision as to whether appropriations are sufficient to perform the duties under this Agreement is within the sole discretion of AOC.

VIII. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by agreement of the parties. Such amendments are not binding unless they are in writing and signed by personnel authorized to bind each of the parties.

IX. INDEPENDENT CAPACITY

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

X. RECORDS, DOCUMENTS, AND REPORTS

The Court shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AOC and the Office of the State Auditor, or so authorized by law, rule, regulation, or agreement. The Court will retain all books, records, documents, and other material relevant to this agreement for six years after settlement, and make them available for inspection by persons authorized by this provision.

XI. RIGHT OF INSPECTION

The Court shall provide right of access to its facilities to the AOC, or any of its officers, or to any other authorized agent or official of the state of Washington at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this agreement.

XII. DISPUTES

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from the AOC, one representative from the Court, and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority prevailing. Neither party shall have recourse to the courts unless there is a showing of noncompliance or waiver of this section.

XIII. TERMINATION

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

XIV. GOVERNANCE

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

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

- A. Applicable state and federal statutes and rules;
- B. This Agreement; and
- C. Any other provisions of the agreement, including materials incorporated by reference.

XV. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising hereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

XVI. WAIVER

A failure by either party to exercise its rights under this Agreement does not preclude that party from subsequent exercise of such rights and is not a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

XVII. SEVERABILITY

If any provision of this Agreement, or any provision of any document incorporated by reference is held invalid, such invalidity does not affect the other provisions of this Agreement which can be given effect without the invalid provision and to this end the provisions of this Agreement are declared to be severable.

XVIII. AGREEMENT MANAGEMENT

The program managers noted below are responsible for and are the contact people for all communications and billings regarding the performance of this Agreement:

AOC Program Manager	Court Point of Contact
Leah Niccolocci PO Box 41170 Olympia, WA 98504-1170 Leah.niccolocci@courts.wa.gov	Sarah Thompson 1100 West Mallon Ave Spokane, WA 99260 sthompson@spokanecity.org

XIX. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement are considered to exist or to bind any of the parties to this agreement unless otherwise stated in this Agreement.

AGREED:

**Washington State Administrative
Office of the Courts**

Court

Dawn Marie Rubio 7/11/2024
Signature *Date*

Howard Delaney 7/11/2024
Signature *Date*

Dawn Marie Rubio
Name

Howard Delaney
Name

State Court Administrator
Title

Court Administrator
Title

ATTACHMENT A: STATEMENT OF WORK

The Court must use funding to identify individuals before their Therapeutic Court with behavioral health needs outlined in their application and engage those individuals with community-based therapeutic interventions within the Therapeutic Court's jurisdiction in accordance with the Court's funding application.

I. Use of Funds (including but not limited to – refer to budget and allowable costs for):

- Personnel Costs
- Staff Equipment & Technology
- Team Training/Travel
- Treatment Services
- Recovery Supports
- Other Direct Costs

II. REPORTING

The Court shall submit quarterly reports to AOC documenting the progress of their therapeutic court program and engage in technical assistance calls with the Behavioral Health team quarterly. These reports shall provide:

- The number of program participants (therapeutic court referrals, entries, opt in agreements, active participants, terminations and graduations) for the corresponding quarter,
- the services provided to program participants for the corresponding quarter,
- challenges faced by the Court in operating their therapeutic court program during the corresponding quarter. On the following schedule:

Reporting schedule:

Period	Quarter	Report Due
07/01/24-09/30/24	1	10/15/24
10/01/24-12/31/24	2	01/15/25
01/01/25-03/31/25	3	04/15/25
04/01/25-06/30/25	4	7/15/25 (final report for the year)

Failure to submit a report by the due date will adversely affect the Court's eligibility for future funding.

Your AOC Program Manager will provide you with the link to the reporting portal via email prior to the quarterly report due date. Other deliverables are required if applicable to a specific Therapeutic Court. When there is any question about deliverables, Court should communicate with the AOC Program Contact (refer to

section XIX of the agreement) to determine which deliverables are applicable to your Court. When using these funds, other deliverables may include the following:

Planning

- Therapeutic Court staff shall complete applicable Best Practice Standards modules on-line courses/E-learning at <https://allrise.org/trainings/online-courses/>
- Identify Target Population (e.g. eligibility and exclusion criteria, utilize valid Risk-Needs-Responsivity tool – RNR).
- Identify Team Roles and Responsibilities (judge, prosecutor, defense, coordinator, case manager, etc.).
- Equity and Inclusion (e.g. staff training, equity monitoring, equitable treatment, equitable incentives, and sanctions).

Implementation

- Develop guidelines, policies and procedures for therapeutic court structure, including drug testing practices, incentive and response policies, phase structure, and handbooks.
- Hold stakeholder meetings (prosecution, defense, treatment, law enforcement, probation, etc.)
- Create Memorandum of Understanding (MOU's) with stakeholders

Scale & Sustain

- Begin evaluation of data to assess successes and areas of need by completing the Washington Therapeutic Court Evaluation and Review (WATER) on an annual basis, according to the period of performance of this award (Refer to section III of the agreement). Process review/evaluation (after WATER).
- Employ continuous quality improvement methods to refine the model, updating model and adopted guidelines, policies and procedures as required, and as it relates to Best Practice standards.
- Develop system to track and evaluate performance of therapeutic court programming.

Other

- Attend regular meetings with the Administrative Office of the Court Behavioral Health Program.
- Attend trainings identified and/or provided by the Behavioral Health Program.

ATTACHMENT B: USE OF FUNDS

FY2025 Use of Funds	
<p><u>Allowable Expenses</u> Common allowable expenses listed below. Supporting documents are required for all allowable expenses. See what's required under each spending category.</p>	<p><u>Unallowable Expenses</u> The list of unallowable expenses is <u>not exhaustive</u>. If you are unsure whether your expense is allowable, please contact CLJTherapeuticCourtsApplications@courts.wa.gov for clarification before making a purchase.</p>
<p><u>Personnel Costs</u> Personnel salaries and benefits for staff while working on therapeutic court duties or procedures</p> <p>Court Staff including:</p> <ul style="list-style-type: none"> • Coordinator • Case Manager • Peer Support • Prosecution • Defense • Probation • Judicial Officers <ul style="list-style-type: none"> ○ Judges ○ Pro Tem Judges ○ Commissioners <p><u>Supporting documents</u> must list staff member name, staff member title, pay period</p> <ul style="list-style-type: none"> • Payroll Ledgers • Pay Stubs <p>Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.</p>	<p><u>Personnel Costs</u> Court Staff including:</p> <ul style="list-style-type: none"> • Security Personnel • Supporting the salary/benefits of any staff member not related to the therapeutic court • Indirect Cost
<p><u>Staff Equipment & Technology</u></p>	<p><u>Staff Equipment & Technology</u></p> <ul style="list-style-type: none"> • Furniture <ul style="list-style-type: none"> ○ Couches

<ul style="list-style-type: none"> • Includes equipment, supplies, software, and IT maintenance for staff that support the program • Computers • Cell Phones • Printers/Fax Machines • Staff Desk equipment and supplies <ul style="list-style-type: none"> ○ Office Chairs for Staff ○ Office Desk for Staff ○ Desk Phone ○ Keyboard/Mouse ○ Monitor(s) ○ Headsets ○ Computer Webcams ○ Desk Organizers/Storage ○ Pens/Pencils ○ Paper/Notebooks ○ Paper Clips/Binders/Stapler ○ A/V equipment for courtroom ○ Other Office supplies ○ Translation Services (program materials) • IT Maintenance and Tech Support • Software Subscriptions • Supplies for community meetings and staff retreats <p>Supporting documents must list name of vendor, purchase date, amount paid, and method of payment</p> <ul style="list-style-type: none"> • Receipts • Invoices <p>Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.</p>	<ul style="list-style-type: none"> ○ Beds ○ Armoire ○ Atelier ○ Chaise longue ○ Chifforobe ○ Dresser ○ TV Stands ○ Bookcases ○ Accent Chairs ○ Conference Table • Software <ul style="list-style-type: none"> ○ New subscriptions for case management software ○ OCourt Subscriptions • Other Technology <ul style="list-style-type: none"> ○ A/V equipment for conference rooms
<p><u>Team Training/Travel</u> Training for program staff on the use of Risk-Needs-Responsivity (RNR) assessments and evidence-based treatment modalities.</p>	<p><u>Team Training/Travel</u></p> <ul style="list-style-type: none"> • Training and travel expenses not pre-approved by AOC staff • Staff mileage to/from work site • Purchase of vehicles

Exceptions to below list can be submitted for preapproval to CLJTherapeuticCourtsApplications@courts.wa.gov

Prioritized Trainings

- WSADCP trainings/conferences
- All Rise trainings/conferences

Other Eligible Training Suggestions upon approval of contract team

- NADCP trainings/conferences
- Center for Justice Innovation (CJI) trainings/conferences

Travel expenses related to training

- Meals (per diem rate)
- Air travel – travel insurance/refundable tickets recommended
- Lodging (per diem rate) – the AOC will not reimburse until after checkout
- Transportation
 - Mileage
 - Car rental
 - Parking
 - Other Transport
 - Ferries
 - Taxis
 - Uber/Lyft
 - Bus fare
 - Shuttle fare
 - Subway/Link/Railway fare

*Tips cover transportation and must not be over 15% of purchase total.

Supporting documents must list names and titles of therapeutic court staff attending, name of vendor, purchase date, amount paid, and method of payment

<ul style="list-style-type: none"> • Receipts (receipts not required for meals, the AOC reimburses at the per diem rate) • Invoices <p>Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.</p>	
<p><u>Treatment Services</u> Treatment services not covered by participants' insurance or co-insurance, costs that are deemed unaffordable to the participants, and compliance monitoring. Participants are encouraged to apply for Apple Care.</p> <ul style="list-style-type: none"> • Participant Medical Insurance Deductibles and Spend Downs • Therapeutic Services not covered by participant insurance but recommended by treatment or therapeutic court staff (i.e. DV treatment) • Lab & Toxicology Testing • Treatment Staff/Peer Support contracted by the court <ul style="list-style-type: none"> ○ Mental Health Services ○ Peer Support Services ○ SUDP ○ Veteran's Support Services <p><u>Supporting documents</u> must list name of vendor, purchase date, amount paid, and method of payment</p> <ul style="list-style-type: none"> • Receipts • Invoices <p>Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.</p>	<p><u>Treatment Services</u></p> <ul style="list-style-type: none"> • Professional Licensing Fees • Services that are eligible and covered via participants medical insurance (i.e. Ongoing treatment for a participant with Medicaid/private insurance in lieu of local BHA)

<p><u>Recovery Supports</u> Other services for participants that are not accessible through other local, state, or federal programs, services meant to ensure participants' success in program. <i>*Not an exhaustive list</i></p> <ul style="list-style-type: none"> • Participant Transportation <ul style="list-style-type: none"> ○ Bus Passes ○ Uber/Lyft Rides ○ Car Services ○ Other Transit Services • Food & Beverages - *Participants <ul style="list-style-type: none"> ○ Meals (*Graduation or other pre-approved event; must have agenda & sign in sheet, or other approved documentation – no more than \$20.00 per person) ○ Snacks ○ Water ○ Non-alcoholic Beverages (<i>*no mocktails allowed</i>) • Food & Beverages *Staff <ul style="list-style-type: none"> ○ Meals (<u>*Must</u> follow your agency policy on meal purchases for meetings. Agenda and sign in sheet required.) ○ Non-alcoholic Beverages (<i>*no mocktails allowed</i>) • Cell Phones through a checkout program • Cell Minutes • Hygiene Products • Recovery Housing- when all other supports have been exhausted • Education <ul style="list-style-type: none"> ○ Parenting Classes ○ Financial Literacy 	<p><u>Recovery Supports</u></p> <ul style="list-style-type: none"> • Gas cards • Gift Cards • Gifts • Logoed apparel • Driver Educational Courses • License reinstatement fees (i.e. Tickets, fines, etc.) • Advertising on radio stations, newspapers, billboards, etc.
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<ul style="list-style-type: none">• Graduation supplies• Driver’s license/ID replacement fee <p><u>Supporting documents</u> must list name of vendor, purchase date, amount paid, and method of payment</p> <ul style="list-style-type: none">• Receipts• Invoices <p>Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.</p>	
<p><u>Other Direct Costs</u></p> <p>Miscellaneous expenses directly related to program delivery or participant recovery supports. Requires pre-approval. Submit to CLJTherapeuticCourtsApplications@courts.wa.gov</p>	

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 09/09/2024**Committee Agenda type:** Discussion**Date Rec'd**

8/20/2024

Clerk's File #

OPR 2024-0855

Cross Ref #

ORD C36565

Project #**Council Meeting Date:** 10/07/2024**Submitting Dept**

MUNICIPAL COURT

Bid #**Contact Name/Phone**

SARAH 509-625-4146

Requisition #**Contact E-Mail**

STHOMPSON@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

PDILLON MCATHCART LNAVARRETE

Agenda Item Name

0560-ACCEPTANCE OF AOC AWARD FOR VETERANS COURT IAA25096

Agenda Wording

Municipal Court received funding from the Administrative Office of the Courts (AOC) to support the Veterans Court program from July 1, 2024, through June 30, 2025. SBO went to committee on 8/12/24.

Summary (Background)

Veterans Court received \$16,400 to support: • Staff equipment and technology: \$400 • Team travel and training: \$6,000 • Treatment Services: \$5,000 • Recovery Supports: \$5,000

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? NO

Total Cost \$ 16,400

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

This is an ongoing funding stream; however, applications and budgets will be required annually. The funding cannot supplant existing funds. No match required.

Amount**Budget Account**

Expense \$ 400 # 1360-91229-12510-53502-99999

Expense \$ 10,000 # 1360-91229-12510-54101-99999

Expense \$ 6,000 # 1360-91229-12510-54404-99999

Revenue \$ 16,400 # 1360-91229-99999-33412-99999

\$ #

\$ #



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>	SCHOEDEL, ELIZABETH
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>ACCOUNTING -</u>	MURRAY, MICHELLE

Distribution List

Howard Delaney hdelaney@spokanecity.org	Amy Harte aharte@spokanecity.org
Sarah Thompson sthompson@spokanecity.org	ddaniels@spokanecity.org
kbustos@spokanecity.org	

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	September 9, 2024
Submitting Department	0560-Municipal Court
Contact Name	Sarah Thompson
Contact Email & Phone	sthompson@spokanecity.org 509-625-4146
Council Sponsor(s)	<u>CM Dillon; CM Cathcart; CM Navarrete</u>
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	Acceptance of award from Administrative Office of the Courts for Veterans Court
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>Municipal Court received funding from the Administrative Office of the Courts (AOC) to support the Veterans Court program from July 1, 2024, through June 30, 2025. The AOC cost categories available are for: salary and benefits, program equipment and technology, training and travel, treatment, and recovery services. This is an ongoing funding stream; however, applications and budgets will be required annually. The funding cannot supplant existing funds.</p> <p>Veterans Court received \$16,400 to support:</p> <ul style="list-style-type: none"> • Staff equipment and technology: \$400 • Team travel and training: \$6,000 • Treatment Services: \$5,000 • Recovery Supports: \$5,000
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input 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: <u>The Administrative Office of the Courts does not require a match for the award. Applications are required annually, and the funding cannot supplant existing funds.</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: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? This funding is to support the Therapeutic Court for July 1, 2024 through June 30, 2025.</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.) No match required.</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	

Therapeutic Courts build stronger and safer communities by providing accountability to justice-involved individuals by utilizing a problem-solving approach to crime to help individuals become productive members of the community. Therapeutic Courts work to address factors impacting participant's criminal behavior, substance use/mental health disorders, provide access to resources, and address victim needs. Therapeutic Courts attempt to enhance the lives of individual participants by addressing the underlying causes for court involvement, while ensuring public safety.

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?

Therapeutic Courts utilize various data metrics to analyze the effectiveness of the program and to ensure justice involved individuals are not excluded based on racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities. The data is shared with the multidisciplinary team for analysis.

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

Therapeutic Courts will utilize data metrics that will provide regular analysis of the effectiveness and inclusion of community members to ensure racial inequities do not present. If data analysis presents some limitation to access Therapeutic Courts on any bias against race, age, gender, or socio-economic status, the court may address the data and alternative methodology of services with the multi-disciplinary court team.

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 participants of Therapeutic Courts often face adversary and barriers at every step as they attempt to exit homelessness, address substance use and mental health disorders, and become productive members of the community. The funding will enhance therapeutic court programs as we work to improve the participant's lives and the community. Improving community safety is a critical element in the City's criminal justice reform efforts.

INTERAGENCY AGREEMENT – IAA25096
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
SPOKANE MUNICIPAL-VETERANS COURT
FOR THERAPEUTIC COURTS

THIS AGREEMENT (Agreement) is entered into by and between the Washington State Administrative Office of the Courts (AOC) and Spokane Municipal-Veterans Court (Court), (individually known as “Party” and collectively known as “Parties”).

The Parties hereby enter into this Agreement whereby Court will perform certain services for, and provide product deliveries to AOC. The Court is subject to the terms and conditions specified in Attachment A and agrees to the following terms and conditions.

I. PURPOSE

The purpose of this Agreement is to provide reimbursements to assist Courts with costs related to Therapeutic Court and must use funding to identify individuals before their court with substance use disorders or other behavioral health needs and engage those individuals with community-based therapeutic interventions within the Court’s jurisdiction in accordance with the Court’s application, and Statement of Work (Attachment A).

II. REIMBURSEMENT

- A. The awarded amount is \$16,400.00 . Court will use funds as described in the Attachment A and Attachment B.
- B. General. AOC shall provide reimbursement to the Court for approved and completed reimbursements by warrant or account transfer within 30 days of receipt of a properly completed A-19 invoice and the completed data report as required below.

III. PERIOD OF PERFORMANCE

Performance under this Agreement begins July 1, 2024 regardless of the date of execution, and ends on June 30, 2025.

IV. COMPENSATION AND PAYMENT

- A. AOC will reimburse the Court up to a maximum/NTE/ of \$16,400.00 for payments

made by the Court during the period from July 1, 2024 to June 30, 2025 related to the Therapeutic Court Program.

- B. The Court shall submit invoices to AOC for expenditures no more frequently than monthly, and no less frequently than quarterly. Invoices shall be submitted on state form A-19.
- C. Before payment can be processed, properly-completed A-19 invoices must be submitted to payables@courts.wa.gov with CC to CLJTherapeuticCourtsApplications@courts.wa.gov
- D. If this agreement is terminated, the Court shall only receive payment for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.
- E. The Court shall maintain sufficient backup documentation of expenses under this agreement.
- F. Payments made by AOC within 30 days of receipt of a properly-completed A-19 invoice shall be deemed timely.
- G. This amount includes expenses necessary or incidental to performing the items under the Statement of Work, including, but not limited to, travel, lodging and per diem related expenses. Court will submit an invoice after the completion and acceptance of each deliverable listed in the Attachment A.

The awarded amount is \$16,400.00 . The Court will use the funds for the following cost categories:

Cost Category	Amount
Personnel Costs	\$0.00
Staff Equipment & Technology	\$400.00
Team Training/Travel	\$6,000.00
Treatment Services	\$5,000.00
Recovery supports	\$5,000.00
Other Direct Costs	\$0.00
Total Amount	\$16,400.00

Up to 10% of funds can be moved from one or more spending category to another, but any adjustments beyond 10% require the explicit written consent of AOC’s Point of Contact, and in no case may the total amount exceed the total amount listed above.

Funds cannot be used for:

- replacing or supplementing the salary of current employees of the Court (employees must be taking on additional work or be a new employee to be eligible for funding),
- program incentives that constitute a gift or reward
- items and activities outside of the cost categories listed in the Court's contract.

V. BILLING PROCEDURES

Court will submit properly prepared Form A-19s via email to AOC Financial Services at payables@courts.wa.gov and include a CC to CLJTherapeuticCourtsApplications@courts.wa.gov. Invoices shall be submitted no less frequently than quarterly during the term of the contract. Incorrect or incomplete invoices shall be returned by AOC to Court for correction and reissuance, and may result in delays in funding. All Invoices shall provide and itemize, at a minimum, the following:

- A. Contract Number;
- B. Court name, address, phone number;
- C. Court Federal Tax Identification Number;
- D. Description of Services to be provided;
- E. Date(s) Services will be provided;
- F. Total Invoice Price.

Payment will be considered timely if made by the AOC within thirty (30) calendar days of receipt of a properly prepared invoice. Payment shall be sent to the address designated by the Court.

The AOC may, in its sole discretion, terminate the contract or withhold payments claimed by the Court for services rendered if the Court fails to satisfactorily comply with any term or condition of this contract.

No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by the AOC.

VI. REVENUE SHARING

- A. AOC in its sole discretion, may initiate the revenue sharing. AOC will notify the Court no later than May 1, 2025 that AOC intends to reallocate funding among courts. If AOC determines the Court may not spend all monies available under the Agreement, then AOC may reduce the Agreement amount. If AOC determines the Court may spend more money than is available under the Agreement and for its scope, then the AOC may increase Agreement amount.

- B. If the AOC initiates the revenue sharing process, then the Court must submit a

final revenue sharing A19 to payables@courts.wa.gov and copy/cc to CLJTherapeuticCourtsApplications@courts.wa.gov between July 11, 2025 and August 1, 2025.

VII. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of Washington State (Legislature) for the performance of this Agreement. If sufficient appropriations and authorization are not made or removed by the Legislature, this Agreement will terminate immediately upon written notice being given by the AOC to the Court. The decision as to whether appropriations are sufficient to perform the duties under this Agreement is within the sole discretion of AOC.

VIII. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by agreement of the parties. Such amendments are not binding unless they are in writing and signed by personnel authorized to bind each of the parties.

IX. INDEPENDENT CAPACITY

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

X. RECORDS, DOCUMENTS, AND REPORTS

The Court shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the AOC and the Office of the State Auditor, or so authorized by law, rule, regulation, or agreement. The Court will retain all books, records, documents, and other material relevant to this agreement for six years after settlement, and make them available for inspection by persons authorized by this provision.

XI. RIGHT OF INSPECTION

The Court shall provide right of access to its facilities to the AOC, or any of its officers, or to any other authorized agent or official of the state of Washington at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this agreement.

XII. DISPUTES

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from the AOC, one representative from the Court, and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority prevailing. Neither party shall have recourse to the courts unless there is a showing of noncompliance or waiver of this section.

XIII. TERMINATION

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

XIV. GOVERNANCE

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

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

- A. Applicable state and federal statutes and rules;
- B. This Agreement; and
- C. Any other provisions of the agreement, including materials incorporated by reference.

XV. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising hereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

XVI. WAIVER

A failure by either party to exercise its rights under this Agreement does not preclude that party from subsequent exercise of such rights and is not a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

XVII. SEVERABILITY

If any provision of this Agreement, or any provision of any document incorporated by reference is held invalid, such invalidity does not affect the other provisions of this Agreement which can be given effect without the invalid provision and to this end the provisions of this Agreement are declared to be severable.

XVIII. AGREEMENT MANAGEMENT

The program managers noted below are responsible for and are the contact people for all communications and billings regarding the performance of this Agreement:

AOC Program Manager	Court Point of Contact
Leah Niccolocci PO Box 41170 Olympia, WA 98504-1170 Leah.niccolocci@courts.wa.gov	Sarah Thompson 1100 West Mallon Ave Spokane, WA 99260 sthompson@spokanecity.org

XIX. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement are considered to exist or to bind any of the parties to this agreement unless otherwise stated in this Agreement.

AGREED:

**Washington State Administrative
Office of the Courts**

Court

Dawn Marie Rubio 6/26/2024
Signature *Date*

Howard Delaney 6/26/2024
Signature *Date*

Dawn Marie Rubio
Name

Howard Delaney
Name

State Court Administrator
Title

Court Administrator
Title

ATTACHMENT A: STATEMENT OF WORK

The Court must use funding to identify individuals before their Therapeutic Court with behavioral health needs outlined in their application and engage those individuals with community-based therapeutic interventions within the Therapeutic Court's jurisdiction in accordance with the Court's funding application.

I. Use of Funds (including but not limited to – refer to budget and allowable costs for):

- Personnel Costs
- Staff Equipment & Technology
- Team Training/Travel
- Treatment Services
- Recovery Supports
- Other Direct Costs

II. REPORTING

The Court shall submit quarterly reports to AOC documenting the progress of their therapeutic court program and engage in technical assistance calls with the Behavioral Health team quarterly. These reports shall provide:

- The number of program participants (therapeutic court referrals, entries, opt in agreements, active participants, terminations and graduations) for the corresponding quarter,
- the services provided to program participants for the corresponding quarter,
- challenges faced by the Court in operating their therapeutic court program during the corresponding quarter. On the following schedule:

Reporting schedule:

Period	Quarter	Report Due
07/01/24-09/30/24	1	10/15/24
10/01/24-12/31/24	2	01/15/25
01/01/25-03/31/25	3	04/15/25
04/01/25-06/30/25	4	7/15/25 (final report for the year)

Failure to submit a report by the due date will adversely affect the Court's eligibility for future funding.

Your AOC Program Manager will provide you with the link to the reporting portal via email prior to the quarterly report due date. Other deliverables are required if applicable to a specific Therapeutic Court. When there is any question about deliverables, Court should communicate with the AOC Program Contact (refer to

section XIX of the agreement) to determine which deliverables are applicable to your Court. When using these funds, other deliverables may include the following:

Planning

- Therapeutic Court staff shall complete applicable Best Practice Standards modules on-line courses/E-learning at <https://allrise.org/trainings/online-courses/>
- Identify Target Population (e.g. eligibility and exclusion criteria, utilize valid Risk-Needs-Responsivity tool – RNR).
- Identify Team Roles and Responsibilities (judge, prosecutor, defense, coordinator, case manager, etc.).
- Equity and Inclusion (e.g. staff training, equity monitoring, equitable treatment, equitable incentives, and sanctions).

Implementation

- Develop guidelines, policies and procedures for therapeutic court structure, including drug testing practices, incentive and response policies, phase structure, and handbooks.
- Hold stakeholder meetings (prosecution, defense, treatment, law enforcement, probation, etc.)
- Create Memorandum of Understanding (MOU's) with stakeholders

Scale & Sustain

- Begin evaluation of data to assess successes and areas of need by completing the Washington Therapeutic Court Evaluation and Review (WATER) on an annual basis, according to the period of performance of this award (Refer to section III of the agreement). Process review/evaluation (after WATER).
- Employ continuous quality improvement methods to refine the model, updating model and adopted guidelines, policies and procedures as required, and as it relates to Best Practice standards.
- Develop system to track and evaluate performance of therapeutic court programming.

Other

- Attend regular meetings with the Administrative Office of the Court Behavioral Health Program.
- Attend trainings identified and/or provided by the Behavioral Health Program.

ATTACHMENT B: USE OF FUNDS

FY2025 Use of Funds	
<p><u>Allowable Expenses</u> Common allowable expenses listed below. Supporting documents are required for all allowable expenses. See what’s required under each spending category.</p>	<p><u>Unallowable Expenses</u> The list of unallowable expenses is <u>not exhaustive</u>. If you are unsure whether your expense is allowable, please contact CLJTherapeuticCourtsApplications@courts.wa.gov for clarification before making a purchase.</p>
<p><u>Personnel Costs</u> Personnel salaries and benefits for staff while working on therapeutic court duties or procedures</p> <p>Court Staff including:</p> <ul style="list-style-type: none"> • Coordinator • Case Manager • Peer Support • Prosecution • Defense • Probation • Judicial Officers <ul style="list-style-type: none"> ○ Judges ○ Pro Tem Judges ○ Commissioners <p><u>Supporting documents</u> must list staff member name, staff member title, pay period</p> <ul style="list-style-type: none"> • Payroll Ledgers • Pay Stubs <p>Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.</p>	<p><u>Personnel Costs</u> Court Staff including:</p> <ul style="list-style-type: none"> • Security Personnel • Supporting the salary/benefits of any staff member not related to the therapeutic court • Indirect Cost
<p><u>Staff Equipment & Technology</u></p>	<p><u>Staff Equipment & Technology</u></p> <ul style="list-style-type: none"> • Furniture <ul style="list-style-type: none"> ○ Couches

<ul style="list-style-type: none"> • Includes equipment, supplies, software, and IT maintenance for staff that support the program Computers • Cell Phones • Printers/Fax Machines • Staff Desk equipment and supplies <ul style="list-style-type: none"> ○ Office Chairs for Staff ○ Office Desk for Staff ○ Desk Phone ○ Keyboard/Mouse ○ Monitor(s) ○ Headsets ○ Computer Webcams ○ Desk Organizers/Storage ○ Pens/Pencils ○ Paper/Notebooks ○ Paper Clips/Binders/Stapler ○ A/V equipment for courtroom ○ Other Office supplies ○ Translation Services (program materials) • IT Maintenance and Tech Support • Software Subscriptions • Supplies for community meetings and staff retreats <p>Supporting documents must list name of vendor, purchase date, amount paid, and method of payment</p> <ul style="list-style-type: none"> • Receipts • Invoices <p>Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.</p>	<ul style="list-style-type: none"> ○ Beds ○ Armoire ○ Atelier ○ Chaise longue ○ Chifforobe ○ Dresser ○ TV Stands ○ Bookcases ○ Accent Chairs ○ Conference Table • Software <ul style="list-style-type: none"> ○ New subscriptions for case management software ○ OCourt Subscriptions • Other Technology <ul style="list-style-type: none"> ○ A/V equipment for conference rooms
<p><u>Team Training/Travel</u> Training for program staff on the use of Risk-Needs-Responsivity (RNR) assessments and evidence-based treatment modalities.</p>	<p><u>Team Training/Travel</u></p> <ul style="list-style-type: none"> • Training and travel expenses not pre-approved by AOC staff • Staff mileage to/from work site • Purchase of vehicles

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*Tips cover transportation and must not be over 15% of purchase total.

Supporting documents must list names and titles of therapeutic court staff attending, name of vendor, purchase date, amount paid, and method of payment

<ul style="list-style-type: none"> • Receipts (receipts not required for meals, the AOC reimburses at the per diem rate) • Invoices <p>Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.</p>	
<p><u>Treatment Services</u> Treatment services not covered by participants' insurance or co-insurance, costs that are deemed unaffordable to the participants, and compliance monitoring. Participants are encouraged to apply for Apple Care.</p> <ul style="list-style-type: none"> • Participant Medical Insurance Deductibles and Spend Downs • Therapeutic Services not covered by participant insurance but recommended by treatment or therapeutic court staff (i.e. DV treatment) • Lab & Toxicology Testing • Treatment Staff/Peer Support contracted by the court <ul style="list-style-type: none"> ○ Mental Health Services ○ Peer Support Services ○ SUDP ○ Veteran's Support Services <p><u>Supporting documents</u> must list name of vendor, purchase date, amount paid, and method of payment</p> <ul style="list-style-type: none"> • Receipts • Invoices <p>Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.</p>	<p><u>Treatment Services</u></p> <ul style="list-style-type: none"> • Professional Licensing Fees • Services that are eligible and covered via participants medical insurance (i.e. Ongoing treatment for a participant with Medicaid/private insurance in lieu of local BHA)

<p><u>Recovery Supports</u> Other services for participants that are not accessible through other local, state, or federal programs, services meant to ensure participants' success in program. <i>*Not an exhaustive list</i></p> <ul style="list-style-type: none"> • Participant Transportation <ul style="list-style-type: none"> ○ Bus Passes ○ Uber/Lyft Rides ○ Car Services ○ Other Transit Services • Food & Beverages - *Participants <ul style="list-style-type: none"> ○ Meals (*Graduation or other pre-approved event; must have agenda & sign in sheet, or other approved documentation – no more than \$20.00 per person) ○ Snacks ○ Water ○ Non-alcoholic Beverages (<i>*no mocktails allowed</i>) • Food & Beverages *Staff <ul style="list-style-type: none"> ○ Meals (<u>*Must</u> follow your agency policy on meal purchases for meetings. Agenda and sign in sheet required.) ○ Non-alcoholic Beverages (<i>*no mocktails allowed</i>) • Cell Phones through a checkout program • Cell Minutes • Hygiene Products • Recovery Housing- when all other supports have been exhausted • Education <ul style="list-style-type: none"> ○ Parenting Classes ○ Financial Literacy 	<p><u>Recovery Supports</u></p> <ul style="list-style-type: none"> • Gas cards • Gift Cards • Gifts • Logoed apparel • Driver Educational Courses • License reinstatement fees (i.e. Tickets, fines, etc.) • Advertising on radio stations, newspapers, billboards, etc.
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<ul style="list-style-type: none">• Graduation supplies• Driver’s license/ID replacement fee <p><u>Supporting documents</u> must list name of vendor, purchase date, amount paid, and method of payment</p> <ul style="list-style-type: none">• Receipts• Invoices <p>Please highlight/write amount charged to AOC funding on supporting documentation and ensure it matches amount listed on A19.</p>	
<p><u>Other Direct Costs</u></p> <p>Miscellaneous expenses directly related to program delivery or participant recovery supports. Requires pre-approval. Submit to CLJTherapeuticCourtsApplications@courts.wa.gov</p>	



Agenda Sheet for City Council:

Committee: Public Safety **Date:** 09/09/2024

Committee Agenda type: Discussion

Date Rec'd 8/27/2024

Clerk's File # OPR 2024-0856

Cross Ref # ORD C36583

Project #

Council Meeting Date: 10/07/2024

Submitting Dept	MUNICIPAL COURT	Bid #	
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Contact Name/Phone	SARAH 509-625-4146	Requisition #	
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Contact E-Mail	STHOMPSON@SPOKANECITY.ORG		
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Agenda Item Type	Contract Item		
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Council Sponsor(s)	PDILLON MCATHCART LNAVARRETE		
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Agenda Item Name	0560-ACCEPTANCE OF AWARD FROM OJP TO SUPPORT DRUG COURT AND		
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Agenda Wording

Municipal Court received funding from the Office of Justice Programs (OJP) to support the creation and implementation of a Drug Court and to support an expansion to Community Court from October 1, 2024, through September 30, 2028.

Summary (Background)

The funding will support the creation and implementation of a Drug Court and provides for an expansion to Community Court to support the substance use related cases. The funding will support over the next 4-years: Training and Travel: \$55,800 Professional Services: \$860,000 Security: \$40,000 Transportation: \$26,200 A Special Budget Ordinance will be forthcoming upon acceptance of this award.

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact

Approved in Current Year Budget? NO

Total Cost \$ 982,000

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

The OJP award does not require a match. The funding cannot supplant existing funds.

Amount

Budget Account

Expense	\$ 55,800	# 1360-91330-12510-54404-99999
Expense	\$ 860,000	# 1360-91330-12510-54101-99999
Expense	\$ 40,000	# 1360-91330-12510-54920-99999
Expense	\$ 26,200	# 1360-91330-12510-54409-9999
	\$	#
	\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	DELANEY, HOWARD
<u>Division Director</u>	O'SULLIVAN, KRISTIN
<u>Accounting Manager</u>	BUSTOS, KIM
<u>Legal</u>	HARRINGTON,
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>ACCOUNTING -</u>	MURRAY, MICHELLE

Distribution List

Howard Delaney hdelaney@spokanecity.org	Amy Harte aharte@spokanecity.org
Sarah Thompson sthompson@spokanecity.org	ddaniels@spokanecity.org
kbustos@spokanecity.org	

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	September 9, 2024
Submitting Department	0560-Municipal Court
Contact Name	Sarah Thompson
Contact Email & Phone	sthompson@spokanecity.org 509-625-4146
Council Sponsor(s)	<u>CM Dillon; CM Cathcart; CM Navarrete</u>
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	Acceptance of Award from OJP to support Drug Court and Community Court expansion
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>Municipal Court received funding from the Office of Justice Programs (OJP) to support the creation and implementation of a Drug Court and to support an expansion to Community Court for substance use related cases from October 1, 2024, through September 30, 2028, in the amount of \$982,000 for the below cost categories:</p> <ul style="list-style-type: none"> • Training and Travel: \$55,800 • Professional Services: \$860,000 • Security: \$40,000 • Transportation: \$26,200 <p>Training and Travel will allow the team to observe a mentor court in Detroit, MI in-person within the first year of the award. This cost category will also support the Drug Court team to attend the national AllRise adult treatment court annual conference.</p> <p>Professional Services encompasses treatment, housing, and drug and alcohol testing. Treatment will include substance use, co-occurring, and medication-assisted treatment services. Financial assistance will be available for housing support for participants completing an inpatient treatment program by covering the move-in cost and up to 3-months' rent assistance. Drug and alcohol testing will be mandatory in Drug Court and will adhere to the national treatment court best practice standards.</p> <p>Security will be expanded by up to 4 hours each week as the Community Court team undergoes an expansion to support the substance use related cases.</p> <p>Transportation support will allow bus passes, ride share, and taxi transportation services for court, drug and alcohol testing, treatment and other court related requirements.</p> <p>A Special Budget Ordinance will be forthcoming upon acceptance of this award.</p>
Fiscal Impact Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	

Total Cost: \$982,000

Current year cost:

Subsequent year(s) cost:

Narrative: The OJP award does not require a match for the award. The funding cannot supplant existing funds.

Funding Source One-time Recurring N/A

Specify funding source: Select Funding Source*

Is this funding source sustainable for future years, months, etc? This funding source is to support Drug Court and the Community Court expansion October 1, 2024 through September 30, 2028.

Expense Occurrence One-time Recurring N/A

Other budget impacts: (revenue generating, match requirements, etc.) No match required.

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

What impacts would the proposal have on historically excluded communities?

Therapeutic Courts build stronger and safer communities by providing accountability to justice-involved individuals by utilizing a problem-solving approach to crime to help individuals become productive members of the community. Therapeutic Courts work to address factors impacting participant's criminal behavior, substance use/mental health disorders, provide access to resources, and address victim needs. Therapeutic Courts attempt to enhance the lives of individual participants by addressing the underlying causes for court involvement, while ensuring public safety.

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?

Therapeutic Courts utilize various data metrics to analyze the effectiveness of the program and to ensure justice involved individuals are not excluded based on racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities. The data is shared with the multidisciplinary team for analysis.

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

Therapeutic Courts will utilize data metrics that will provide regular analysis of the effectiveness and inclusion of community members to ensure racial inequities do not present. If data analysis presents some limitation to access Therapeutic Courts on any bias against race, age, gender, or socio-economic status, the court may address the data and alternative methodology of services with the multi-disciplinary court team.

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 participants of Therapeutic Courts often face adversary and barriers at every step as they attempt to exit homelessness, address substance use and mental health disorders, and become productive members of the community. The funding will enhance therapeutic court programs as we work to improve the participant's lives and the community. Improving community safety is a critical element in the City's criminal justice reform efforts.



Department of Justice (DOJ)

OPR 2024-0856

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient:	SPOKANE, CITY OF 808 W SPOKANE FALLS BLVD		
City, State and Zip:	SPOKANE, WA 99201		
Recipient UEI:	PDNCLY8MYJN3		
Project Title: Municipal Therapeutic Court	Award Number: 15PBJA-24-GG-00216-BRND		
Solicitation Title: BJA FY24 Invited to Apply- Byrne Discretionary Community Project Grants/Byrne Discretionary Grants Program			
Federal Award Amount: \$982,000.00	Federal Award Date: 8/15/24		
Awarding Agency:	Office of Justice Programs Bureau of Justice Assistance		
Funding Instrument Type:	Grant		
Opportunity Category: D			
Assistance Listing: 16.753 - Congressionally Recommended Awards			
Project Period Start Date: 10/1/24	Project Period End Date: 9/30/28		
Budget Period Start Date: 10/1/24	Budget Period End Date: 9/30/28		
Project Description: The Spokane Municipal Court seeks to create a Drug Court and expand the Community Court program to include a substance use track. The goals of Drug Court will be designed to address the highest level of case management and monitoring available for those suffering from substance use and co-occurring disorders. The goals will align with the mission to build stronger and safer neighborhoods by providing accountability with help for individuals involved in the criminal justice system to reduce and properly address quality-of-life offenses by utilizing a collaborative, problem-solving approach to crime. Spokane Municipal Court endeavors to hold participants accountable, address factors impacting participants' criminal behavior, provide access to local resources, address victim needs, and increase public confidence in the criminal justice system. Drug Court seeks to build on our other Therapeutic Courts that deal with similar populations. Spokane Municipal Court will partner with treatment agencies to provide substance use disorder treatment or co-occurring disorder treatment, trauma treatment, and medication-assisted treatment services. Spokane Municipal Court treats each participant individually and aims to provide all tools and resources for Drug Court participants to overcome any barriers.			

Award Letter

August 15, 2024

Dear Sarah Thompson,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by SPOKANE, CITY OF for an award under the funding opportunity entitled 2024 BJA FY24 Invited to Apply- Byrne Discretionary Community Project Grants/Byrne Discretionary Grants Program. The approved award amount is \$982,000.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Brent J. Cohen
Acting Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits

discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@ojp.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Categorical Exclusion

NEPA Letter

None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

(1) New construction

(2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species

(3) A renovation that will change the basic prior use of a facility or significantly change its size

(4) Research and technology whose anticipated and future application could be expected to have an effect on the environment

(5) Implementation of a program involving the use of chemicals (including the identification, seizure, or closure of clandestine methamphetamine laboratories)

Additionally, the proposed action is neither a phase nor a segment of a project that when reviewed in its entirety would not meet the criteria for a categorical exclusion.

Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

Questions about this determination may be directed to your grant manager or Orbin Terry, Environmental Coordinator for the Bureau of Justice Assistance.

NEPA Coordinator

First Name

Orbin

Middle Name

Last Name

Terry

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

SPOKANE, CITY OF

UEI

PDNCLY8MYJN3

Street 1

808 W SPOKANE FALLS BLVD

Street 2

City

SPOKANE

State/U.S. Territory

Washington

Zip/Postal Code

99201

Country

United States

County/Parish

Province

Award Details

Federal Award Date

8/15/24

Award Type

Initial

Award Number

15PBJA-24-GG-00216-BRND

Supplement Number

00

Federal Award Amount

\$982,000.00

Funding Instrument Type

Grant

Assistance Listing Number	Assistance Listings Program Title
16.753	Congressionally Recommended Awards

Statutory Authority

Department of Justice Appropriations Act, 2024 (Pub. L. No. 118-42, 138 Stat. 25, 146-47)

[]
I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2024 BJA FY24 Invited to Apply- Byrne Discretionary
Community Project Grants/Byrne Discretionary Grants
Program

Awarding Agency

OJP

Program Office

BJA

Application Number

GRANT14142068

Grant Manager Name

Jeffrey Felten-Green

Phone Number

[202-514-8874](tel:202-514-8874)

E-mail Address

Jeffrey.Felten-Green@usdoj.gov

Project Title

Municipal Therapeutic Court

Performance Period Start**Date**

10/01/2024

Performance Period End Date

09/30/2028

Budget Period Start Date

10/01/2024

Budget Period End Date

09/30/2028

Project Description

The Spokane Municipal Court seeks to create a Drug Court and expand the Community Court program to include a substance use track. The goals of Drug Court will be designed to address the highest level of case management and monitoring available for those suffering from substance use and co-occurring disorders. The goals will align with the mission to build stronger and safer neighborhoods by providing accountability with help for individuals involved in the criminal justice system to reduce and properly address quality-of-life offenses by utilizing a collaborative, problem-solving approach to crime. Spokane Municipal Court endeavors to hold participants accountable, address factors impacting participants' criminal behavior, provide access to local resources, address victim needs, and increase public confidence in the criminal justice system. Drug Court seeks to build on our other Therapeutic Courts that deal with similar populations. Spokane Municipal Court will partner with treatment agencies to provide substance use disorder treatment or co-occurring disorder treatment, trauma treatment, and medication-assisted treatment services. Spokane Municipal Court treats each participant individually and aims to provide all tools and resources for Drug Court participants to overcome any barriers.

[]

I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

The recipient budget is currently under review.

[]

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

1

Meaningful access requirement for individuals with limited English proficiency

The recipient, and any subrecipient at any tier, must take reasonable steps to ensure that individuals with limited English proficiency (LEP) have meaningful access to their programs and activities to comply with Title VI of the Civil Rights Act of 1964 (Title VI), which prohibits discrimination on the basis of national origin, including discrimination against individuals with LEP. Such steps may require providing language assistance services, such as interpretation or translation services. The Department of Justice guidance on compliance with this requirement may be found at "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" (67 Fed. Reg. 41455-41472) (<https://www.federalregister.gov/d/02-15207>) and is incorporated by reference here.

2

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2024)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY24AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

3

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment

or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

4

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

5

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award from OJP.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

6

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

7

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

Recipients and subrecipients that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at <https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations>.

In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements. For more information, please see <https://www.ojp.gov/funding/explore/legaloverview2024/civilrightsrequirements>.

8

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

9

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

10

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

11

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

12

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

Among other items, 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f) contain notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

13

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

14

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

15

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

16

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

17

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially

reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

18

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

19

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

20

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

21

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

22

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://onlinegfmt.training.ojp.gov/>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

23

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a

gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

24

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

25

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

26

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

27

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated

to any business or non-profit organization that he or she may own or operate in his or her name).

28

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

29

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

30

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

31

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Among other items, 28 C.F.R. § 54.140 contains notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

32

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

33

Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at <https://justicegrants.usdoj.gov/training/training-entity-management>.

34

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

35

Body-worn cameras, policies and procedures

In accepting this award, the recipient agrees not to use award funds for purchases of body-worn cameras or related expenses for any agency unless that agency has policies and procedures in place that reinforce appropriate agency Use of Force policies and training and address technology usage, evidence acquisition, data storage and retention, as well as privacy issues, accountability and discipline.

36

Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>. In addition, if recipient uses funds under this award to purchase body armor, the recipient is strongly encouraged to have a "mandatory wear" policy in effect. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

37

The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the

recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

38

Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, shall contain the following statements: "This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

39

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

40

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

41

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

42

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

43

Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

44

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

45

Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

46

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

47

In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

48

The recipient agrees that it will submit quarterly financial status reports (the SF 425 Federal Financial Report) to OJP in JustGrants, no later than the deadlines set out in the DOJ Financial Guide and the JustGrants guidance (typically 30 days after the end of each calendar quarter). Delinquent reports may lead to funds being frozen and other remedies.

49

The recipient shall submit semiannual performance reports. Performance reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at <https://justgrants.usdoj.gov>

50

As of the first day of the period of performance for the award, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum, all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)).

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

51

Limit on use of grant funds for grantees' employees' salaries

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

52

The recipient's budget (and budget narrative) is pending clearance by OJP.

Prior to budget clearance (and unless there is a more restrictive condition on this award, in which case the terms of that more restrictive condition apply): The recipient may not drawdown more than 10% of the award. Pre-clearance obligations, expenditures, and drawdowns may be disallowed if not in compliance with program requirements.

The recipient should be judicious in using award funds prior to budget clearance. Generally, OJP expects that recipients (depending on the specific project scope) may need to advertise for award-funded positions, pay personnel and fringe benefits for positions budgeted under the award, plan for project activities, attend training and pay training-related travel needed to begin the project, and engage in other limited activities conducted by recipient staff (i.e., generally not requiring a subaward or procurement contract under an award).

OJP will issue an Award Condition Modification upon budget clearance.

53

Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

[]

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Acting Assistant Attorney General	Brent J. Cohen	8/9/24 8:51 PM

Authorized Representative

Entity Acceptance

Title of Authorized Entity Official
Therapeutic Court Coordinator

Signed Date And Time

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 09/09/2024**Committee Agenda type:** Discussion**Date Rec'd**

8/28/2024

Clerk's File #

OPR 2024-0857

Cross Ref #

ORD C36584

Project #**Council Meeting Date:** 10/07/2024**Submitting Dept**

MUNICIPAL COURT

Bid #**Contact Name/Phone**

SARAH 509-625-4146

Requisition #**Contact E-Mail**

STHOMPSON@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

PDILLON MCATHCART LNAVARRETE

Agenda Item Name

0560-ACCEPTANCE OF AWARD FROM TRAFFIC SAFETY COMMISSION FOR DUI

Agenda Wording

Municipal Court received funding from the Washington Traffic Safety Commission to support the DUI Court program from October 1, 2024, through September 30, 2025, in the amount of \$180,000.

Summary (Background)

The award will support Professional Services which encompasses drug and alcohol testing, transportation services, and supplies. Drug and alcohol testing is a mandatory component of DUI Court and will adhere to the national treatment court best practice standards. Transportation assistance is provided to participants via bus passes to meet court obligations. Supplies are utilized by the DUI Court team during community outreach and engagement.

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact

Approved in Current Year Budget? NO

Total Cost \$ 180,000

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

The Washington Traffic Safety Commission does not require a match for the award. The funding cannot supplant existing funds.

Amount**Budget Account**

Revenue \$ 180,000 # 1360-91331-99999-33320-99999

Expense \$ 180,000 # 1360-91331-12510-54101-99999

Select \$ #

Select \$ #

\$ #

\$ #



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

DELANEY, HOWARD

Division Director

O'SULLIVAN, KRISTIN

Accounting Manager

BUSTOS, KIM

Legal

HARRINGTON,

For the Mayor

PICCOLO, MIKE

Additional Approvals

ACCOUNTING -

MURRAY, MICHELLE

Distribution List

Howard Delaney hdelaney@spokanecity.org

Amy Harte aharte@spokanecity.org

Sarah Thompson sthompson@spokanecity.org

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	September 9, 2024
Submitting Department	0560-Municipal Court
Contact Name	Sarah Thompson
Contact Email & Phone	sthompson@spokanecity.org 509-625-4146
Council Sponsor(s)	<u>CM Dillon; CM Cathcart; CM Navarrete</u>
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	Acceptance of Award from Traffic Safety Commission for DUI Court
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>Municipal Court received funding from the Washington Traffic Safety Commission to support the DUI Court program October 1, 2024, through September 30, 2025, in the amount of \$180,000 for the below cost categories:</p> <ul style="list-style-type: none"> • Professional Services: \$180,000 <p>Professional Services encompasses drug and alcohol testing, transportation services, and supplies. Drug and alcohol testing is a mandatory component of DUI Court and will adhere to the national treatment court best practice standards. Transportation assistance is provided to participants via bus passes to meet court obligations. Supplies are utilized by the DUI Court team during community outreach and engagement.</p> <p>A Special Budget Ordinance will be forthcoming upon acceptance of this award.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$180,000</u></p> <p>Current year cost:</p> <p>Subsequent year(s) cost:</p> <p>Narrative: <u>The Washington Traffic Safety Commission does not require a match for the award. The funding cannot supplant existing funds.</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: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? This funding source is to support DUI Court October 1, 2024 through September 30, 2025.</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.) No match required.</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	

Therapeutic Courts build stronger and safer communities by providing accountability to justice-involved individuals by utilizing a problem-solving approach to crime to help individuals become productive members of the community. Therapeutic Courts work to address factors impacting participant's criminal behavior, substance use/mental health disorders, provide access to resources, and address victim needs. Therapeutic Courts attempt to enhance the lives of individual participants by addressing the underlying causes for court involvement, while ensuring public safety.

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?

Therapeutic Courts utilize various data metrics to analyze the effectiveness of the program and to ensure justice involved individuals are not excluded based on racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities. The data is shared with the multidisciplinary team for analysis.

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

Therapeutic Courts will utilize data metrics that will provide regular analysis of the effectiveness and inclusion of community members to ensure racial inequities do not present. If data analysis presents some limitation to access Therapeutic Courts on any bias against race, age, gender, or socio-economic status, the court may address the data and alternative methodology of services with the multi-disciplinary court team.

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 participants of Therapeutic Courts often face adversary and barriers at every step as they attempt to exit homelessness, address substance use and mental health disorders, and become productive members of the community. The funding will enhance therapeutic court programs as we work to improve the participant's lives and the community. Improving community safety is a critical element in the City's criminal justice reform efforts.

2025-FG-5348-Spokane Municipal DUI Court

Project Tracking ID:	2025-FG-5348-Spokane Municipal DUI Court	Date Submitted:	08/21/2024
		Primary Contact/Project Manager:	Sarah Thompson

Organization: Spokane Municipal Court

Status: Under Review

Application Year: 2025

Title:	Spokane Municipal DUI Court
Is Internal:	No
Approved Start Date:	10/01/2024
Approved End Date:	09/30/2025
Funding Source:	Federal
Program Area:	Impaired Driving

Project Description

This project summary will be used in the AGA. Include description of activities and affected communities.

For internal grants, at the end, list (or describe) the intended sub-recipients or sub-contractor.

This project supports the Spokane Municipal DUI Court by providing funding to pay for drug/alcohol testing, monitoring, and transportation for participants of the court who are indigent. This project also provides funding support for the Spokane Municipal Court for community engagement to expand public knowledge and gain support for the DUI Court program.

Project Locations

This is the location that the project benefits, for the AGA and AR. Be as specific as possible. List all locations, such as school, school district, city or county. If it is truly only statewide, enter "Statewide".

If statewide, but a map could provide additional details (such as the TZM map), enter "Statewide, see attachment" and upload the document below.

If exact locations of benefit are unknown before the grant year, describe the locations, such as "High Schools across Washington". Then update the locations

as they become known and change the "Location Updated after AGA" field to Yes.

City of Spokane

Authorizing Official (Person with contracting authority)

Expanded

First Name:	Howard	Last Name:	Delaney
Title:	Municipal Court Coordinator	Address:	1100 W Mallon Ave
City:	Spokane	State:	Washington
Zip Code:	99260	Phone #:	509-622- 4450
Email Address:	hdelaney@spokanecity.org	This organization accepts documents for e- signature:	Yes

Will this project include any paid advertising or media to support your goals?: No

What are the project costs you plan to cover with the requested grant funds?
Use the "Enter/Edit Budget" button below to enter your budget for each year by category. When done, click "Close" and click "Save Draft" to update view.
Use the Budget Narrative at the bottom of the page to provide more detailed narrative of your costs and to detail out any Equipment.

Enter/Edit Budget

Project Costs

Year 1

Budget Category	Description	Amount	Original Indirect Cost Percentage	Original Indirect Amount	Total Amount	If entered, apply IDC only to
Employee salaries and benefits		\$0.00	0.00%	\$0.00	\$0.00	
Travel (includes in-state and out-of-state travel)		\$0.00	0.00%	\$0.00	\$0.00	
Contract Services (Professional consulting or technical expertise to accomplish a specific study, task, or other work statement)		\$177,500.00	0.00%	\$0.00	\$177,500.00	
Goods and Services (examples: supplies, printing, postage, software, conference registration fees, etc. and purchased services that are routine in nature)		\$2,500.00	0.00%	\$0.00	\$2,500.00	

Equipment (detail items and unit costs in Project Equipment)	\$0.00	0.00%	\$0.00	\$0.00
Total	\$180,000.00		\$0.00	\$180,000.00

Total Dollar Amount: \$180,000.00

Budget Narrative

This will print on the IAA. Detail out costs not explained in the project cost table.

This grant will pay for drug testing fees for DUI Court clients, prioritizing, but not limited to, clients who are in phases 1-4 who do not have the financial means to pay for testing. This project will also pay for additional testing methods, monitoring services, and screening, at the discretion of the Judge. The sub-recipient has the authority to determine which tests and services to pay for with these funds, with the understanding that the funding may not cover all testing, monitoring or evaluation fees for the complete duration of this project.

Funding for this grant may also include, but is not limited to:

Testing, Monitoring, and Transportation: Total Funding - \$177,500

Testing – Urinalysis on all participants at a frequency that aligns with the 10 guiding principles best practice standards is required. Additional testing methods, such as transdermal patches and breath checks, are allowable on a case-by-case basis, as deemed necessary by the presiding judge.

Monitoring – ignition interlock and Electronic Home Monitoring (EHM) may be funded through this grant for indigent court participants using the participant screening policy that will be developed under goal 1.

Transportation – Bus passes for indigent court participants may be reimbursed for qualifying participants utilizing these services for DUI court-specific purposes, such as required court appearances and testing appointments. one-for-one bus vouchers will be provided, allowing for transportation support that limits use strictly for court and drug testing purposes.

Community Engagement: Total Funding: \$2,500

Community Engagement – printing costs associated with the courts annual DUI Court Townhall, community fairs, or other community education and outreach events.

Supporting Budget Documents

If grantee is charging above the de minimus rate of 10% indirect costs, the approved indirect rate must be uploaded here, after being approved by the Deputy Director.

Assistance Listing #: 20.616

FAIN #:

Eligible Use of Funds: Mid Testing and Implementing Technology for ID programs

Problem ID and/or Opportunity

Why is this project needed? Use data to explain the beliefs or behaviors that, if changed, will result in better outcomes. Include any PP&E that has contributed to this project.

Impaired driving continues to be the most common contributing factor in Washington's traffic fatalities, represented in nearly half of all traffic fatalities year after year (WTSC State of the State Brief #11, May 2023). From 2022-2023, the total number of fatal crashes in Washington State have increased 46%. In this same timeframe, Spokane County has seen a 61% increase in the number of impaired drivers involved in fatal crashes. 51% of all the fatal crashes in Spokane County involve an impaired driver. This is higher than the state average of 49%. Furthermore, Spokane County has a much higher-than average percentage of impaired drivers involved in pedestrian fatalities (24% vs. 15% statewide).

Impaired driving often stems from the driver having addictions to alcohol and/or impairing substances. These drivers are at a high risk of repeatedly driving while impaired – especially those drivers with prior DUI convictions. The likelihood of a driver with a prior DUI conviction becoming involved in a fatal car crash is 4.1 times that of a first-time DUI offender.

Treatment and intensive monitoring for high-risk impaired drivers is important. The DUI Court model is an NHTSA-approved countermeasure that has shown to have a positive impact in reducing impaired driving of successful participants. DUI Courts are one of the few countermeasures that provide the ongoing monitoring of these high-risk individuals that lead to strong reductions in impaired driving during the program, and long after graduation out of the program. According to the National Center for DWI Courts, DUI Court participants are 19 times less likely to reoffend (NCDC Impaired Driving Facts Sheet), while DUI Courts save taxpayers' money, improve public safety, and serve to change participants' thinking and behavior. DUI courts also reduce recidivism by 50% compared to traditional courts (National Center for DWI Courts).

This countermeasure is prioritized by the National Highway Traffic Safety Administration (NHTSA) and is a 4-star Countermeasure.

Project Purpose and Strategy

What is this project trying to achieve, and what countermeasure strategies are being employed? Examples might include strategies from Target Zero or Countermeasures that Work, or recommendations from a NHTSA assessment.

When referring to the organization, use SUB-RECIPIENT. When referring to WTSC, use AGENCY.

The purpose of the project is to:

Provide funding support for training and operations of the Spokane Municipal DUI court to provide testing, supervision and monitoring to high-risk impaired drivers (HRIDs) to prevent them from driving impaired by treating the root cause of their behavior: substance abuse disorder and/or mental illness.

Ensure that the Spokane Municipal Court is following the NCDC 10 guiding principles to demonstrate reduced DUI recidivism.

This grant aims to expand on the prior Municipal Court grant to support the indigent DUI court participant population more comprehensively with the transportation, monitoring, and testing resources needed to maximize their success in the program.

Strategies used:

Countermeasures That Work (2021): Strategy 3.1 DWI Courts (4-Star)

Countermeasures That Work (2021): Strategy 4.4 DUI Offender Monitoring (4-Star)

WTSC Impaired Driving Strategic Plan (2022): Support the use of drug testing, electronic monitoring, and sober support meetings to assist in recidivism reduction.

Enter Goals

Enter the high-level goals using the button below, then "Save Draft". Enter Objectives and Measures for each of those goals using the buttons on each goal line.

When referring to the organization, use SUB-RECIPIENT (for a grant) or CONTRACTOR (for a vendor contract). When referring to WTSC, use AGENCY.

Enter/Edit Goals

Year 1 Goals	Anticipated or Actual Completion Date	Objective Measures
Conduct drug and alcohol monitoring for all DUI Court participants at a frequency consistent with best practice standards.	09/30/2025	

Provide monitoring services, such as ignition interlock or Electronic Home Monitoring to indigent DUI court participants, as necessary.	09/30/2025
Expand knowledge of the DUI court program to the public through community engagement.	09/30/2025
Address the Transportation Needs of DUI Court Participants through the purchase of bus passes.	09/30/2025

Goals, Objectives and Measures Display

Expanded

Goal: Conduct drug and alcohol monitoring for all DUI Court participants at a frequency consistent with best practice standards.

Objective	Objective Details
Develop participant screening policy to identify financial barriers to pay for urinalysis testing services.	Provide a policy or s
Conduct drug and alcohol screening of all DUI Court participants.	Conduct urinalysis deemed necessary
Provide analysis of testing results to WTSC each quarter.	Attach a summary r <ul style="list-style-type: none"> • Number and perce • Summary of test r • Number of DUI Co • Number/percenta

Measure
Number of DUI Court participants who are determined to be eligible for financial assistance for dru
Percentage of DUI Court participants receiving financial assistance who do not have a positive drug the reporting period.

Percentage of DUI Court participants eligible for financial support who are tested each quarter.

Total Number of DUI Court participants enrolled

Goal: Provide monitoring services, such as ignition interlock or Electronic Home Monitoring to indigent DUI court participants, as necessary.

Objective	Objective Details
Provide access to SCRAM or other in-home monitoring services for indigent DUI court participants, at the discretion of the presiding judge.	Abstinence is an important great way to monitor a p
Develop eligibility criteria for DUI court participants requiring continuous monitoring services.	WTSC grant funding for t to pay for it. The Spokane WTSC.
Provide ignition interlock services as recommended by the court.	

Measure

Number of DUI court participants who receive continuous monitoring services

Number of participants receiving ignition interlock services

Goal: Expand knowledge of the DUI court program to the public through community engagement.

Objective	Objective Details
Gain support for the DUI Court from judges, prosecutors, defense attorneys, probation officers, and the public.	WTSC has seen that enrollment inc meet with your stakeholder groups :
Conduct annual DUI Court Townhall meeting	Annual event focused on educating

Measure
Outreach – number of external stakeholders met with
Conduct annual DUI Court Townhall Event

Goal: Address the Transportation Needs of DUI Court Participants through the purchase of bus passes.

Objective	Objective Details
Provide transportation support for indigent DUI Court participants	Funding may be used for the purchase the purpose of court-related travel. Pr

Measure
Number of participants receiving transportation assistance

Expected Outcomes (not included on IAA)

Expanded

Use the language you developed in your logic model.

Short-term Outcomes (Skills, knowledge, and beliefs)

DUI Court staff understand NCDL’s 10 guiding principles for DWI courts.

DUI offenders who are indigent will believe that they have the option to enroll in the DUI Court program, despite not having the financial ability to pay for drug and alcohol screening.

DUI Court participants believe that they will undergo urinalysis testing at least weekly, regardless of financial ability to pay for these services.

DUI Court participants believe that they will face court sanctions if they use drugs or alcohol.

Intermediate Outcomes (Behaviors)

DUI Court is following NCDCC's 10 guiding principles for DUI Courts.

DUI Court participants are not using drugs or alcohol.

Long-term Outcomes (Crash Involvement)

Fewer crashes are caused by HRIDs in Spokane.

Projected Safety Impacts

Decreased deaths and serious injuries on our roadways due to impaired driving.

Under 2 CFR § 200.331(b), the WTSC is required to “evaluate each subrecipient’s risk of non-compliance with Federal statutes, regulations, and the terms and conditions of the subaward for the purposes of determining the appropriate subrecipient monitoring.” The following questions will facilitate the agency’s efforts to gauge risk, document results, and implement appropriate monitoring levels throughout the course of the fiscal year should a grant award be made.

If you are unsure how to answer any of the following questions, your organization’s fiscal or accounting department is likely to have additional information. In rare cases where you are unable to answer the question, please select “No.”

Has the organization managed federal grants previously?

Yes

Has the organization managed federal grants awarded by the Washington Traffic Safety Commission previously?

Yes

Has the designated project manager managed federal grants previously?

Yes

Has the designated project manager managed federal grants awarded by the Washington Traffic Safety Commission previously?

Yes

Is this a continuation of another project?

Yes

No

Is the organization subject to a single audit in accordance with 2 CFR §200.507?

Non-federal entities that expend \$1,000,000 or more during the entity's fiscal year in Federal awards must have a single audit.

Check for audit reports and findings at these two sources: [Federal Audit Clearinghouse](#)
AND [Washington State Auditor Audit Search](#)

No

If the organization is not subject to a single audit in accordance with 2 CFR §200.507, has the organization commissioned an independent audit within the last two years?

No

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 09/23/2024**Committee Agenda type:** Consent**Date Rec'd**

9/11/2024

Clerk's File #

OPR 2023-0691

Cross Ref #**Project #****Council Meeting Date:** 10/07/2024**Submitting Dept**

CITY ATTORNEY

Bid #**Contact Name/Phone**

MICHAEL 6237

Requisition #

PAID THRU

Contact E-Mail

MPICCOLO@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

MCATHCART BWILKERSON ZZAPPONE

Agenda Item Name

0500 OUTSIDE COUNSEL CONTRACT AMENDMENT

Agenda Wording

Amendment of the contract with Carl P. Warring, Evans, Craven & Lackie, Spokane, WA, as outside counsel in the legal matter of Tripp v. City of Spokane. This amendment will increase the contract by \$50,000 for a total contract amount of \$100,000.00.

Summary (Background)

This is a lawsuit against the City for alleged sexual assault by former SPD officer Nathan Nash.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

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

Expense \$ 50,000

From Claims

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	PICCOLO, MIKE
<u>Division Director</u>	
<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

	cwarring@ECL-LAW.com
Zach.Ray@us.davies-group.com	lsmithson@spokanecity.org
ahaile@spokanecity.org	ahaile@spokanecity.org
sdhansen@spokanecity.org	ddaniels@spokanecity.org
dturin@spokanecity.org	

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	September 23, 2024
Submitting Department	Legal
Contact Name	Mike Piccolo
Contact Email & Phone	mpiccolo@spokanecity.org ; 625-6237
Council Sponsor(s)	<u>CM Cathcart, CP Wilkerson, CM Zappone</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Special Counsel Contract Amendment
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	The City has an existing contract with Carl P. Warring and the law firm of Evans, Craven & Lackie, as outside counsel services and advice in the legal matter of <u>Tripp v. City of Spokane</u> . This is a lawsuit against the City for alleged sexual assault by former SPD officer Nathan Nash. This amendment will increase the contract by \$50,000 for a total contract amount of \$100,000.00.
*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>50,000</u>	
Current year cost:	
Subsequent year(s) cost:	
Narrative: <u>N/a</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? <u>N/A</u>	
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? <u>N/A</u>	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? <u>N/A</u>	

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



City of Spokane
CONTRACT AMENDMENT
Title: **OUTSIDE COUNSEL CONTRACT**

THIS CONTRACT AMENDMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **MICHAEL E. McFARLAND, CARL P. WARRING, and EVANS CRAVEN & LACKIE, P.S.**, whose address is 818 West Riverside Avenue, Suite 250, Spokane, Washington 99201, as ("Firm"), individually a "party", and together referenced as the "parties".

WHEREAS, the parties entered into a Contract wherein the Firm agreed to act as Outside Special Counsel providing legal services and advice to the City regarding the matter of Tripp v. City of Spokane, Spokane County Superior Court No. 23-2-02561-32; and

WHEREAS, additional funds are necessary to pay final invoice, 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 July 5, 2023 and July 10, 2023, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on July 1, 2024.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00)**, for everything furnished and done under this Contract Amendment. The total amount under the original contract, all previous amendments and this Amendment is **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)**.

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

EVANS CRAVEN & LACKIE, P.S.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 09/23/2024**Committee Agenda type:** Consent**Date Rec'd**

9/11/2024

Clerk's File #

OPR 2024-0106

Cross Ref #**Project #****Council Meeting Date:** 10/07/2024**Submitting Dept**

CITY ATTORNEY

Bid #**Contact Name/Phone**

MICHAEL 6237

Requisition #

PAID THRU

Contact E-Mail

MPICCOLO@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

MCATHCART BWILKERSON ZZAPPONE

Agenda Item Name

0500 OUTSIDE COUNSEL CONTRACT AMENDMENT

Agenda Wording

Amendment of contract with Zach Pekelis of PACIFICA LAW GROUP, Seattle, WA, in the legal matter of John Sean Feucht v. City of Spokane, et al. This amendment will increase the contract by \$50,000 for a total contract amount of \$100,000.

Summary (Background)

This lawsuit is brought against three current and three former City Councilmembers wherein the plaintiff, Sean Feucht, alleges a resolution passed by City Council in 2023 that censured former-Mayor Woodward violated various constitutional rights, including his right to free speech and practice his religion.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget?

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

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

Expense \$ 50,000

From Claims

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	PICCOLO, MIKE
<u>Division Director</u>	
<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

	Zach.Pekelis@pacificalawgroup.com
Zach.Ray@us.davies-group.com	nodle@spokanecity.org
ahaile@spokanecity.org	sdhansen@spokanecity.org

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	September 23, 2024
Submitting Department	Legal
Contact Name	Mike Piccolo
Contact Email & Phone	mpiccolo@spokanecity.org ; 625-6237
Council Sponsor(s)	<u>CM Cathcart, CP Wilkerson, CM Zappone</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Special Counsel Contract Amendment
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>The City has an existing contract with Zach Pekelis of PACIFICA LAW GROUP to provide outside counsel services and advice in the legal matter of <u>John Sean Feucht v. City of Spokane, et al.</u> This lawsuit is brought against three current and three former City Councilmembers wherein the plaintiff, Sean Feucht, alleges a resolution passed by City Council in 2023 that censured former-Mayor Woodward violated various constitutional rights, including his right to free speech and practice his religion.</p> <p>This amendment will increase the contract by \$50,000 for a total contract amount of \$100,000.</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>50,000</u></p> <p> Current year cost:</p> <p> Subsequent year(s) cost:</p> <p>Narrative: <u>N/A</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.? Click or tap here to enter text.</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>	
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?

N/A



CITY OF SPOKANE
CONTRACT AMENDMENT
Title: **OUTSIDE COUNSEL CONTRACT**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **PACIFICA LAW GROUP**, whose address is 1191 Second Avenue, Suite 2000, Seattle, Washington 98101, as (“Firm”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the parties entered into a Contract wherein the firm agreed to act as Outside Counsel providing legal services and advice to the City regarding the matter *Feucht v. City of Spokane, et. al.*, United States District Court Eastern District of Washington, Cause No. 2:24-cv-0022JAG; and

WHEREAS, additional funds are necessary to defend this case, 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 February 1, 2024, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on August 1, 2024.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00)**, for everything furnished and done under this Contract Amendment. The total amount under the original contract, all previous amendments and this Amendment is **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)**. This is the maximum amount to be paid under this Amendment and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

PACIFICA LAW GROUP

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 09/23/2024**Committee Agenda type:** Consent**Date Rec'd**

9/12/2024

Clerk's File #

OPR 2024-0858

Cross Ref #

OPR 2019-0364

Project #**Council Meeting Date:** 10/07/2024**Submitting Dept**

INFORMATION TECHNOLOGY

Bid #**Contact Name/Phone**

LAZ MARTINEZ 625-6979

Requisition #

CR26697

Contact E-Mail

LMARTINEZ@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

MCATHCART BWILKERSON ZZAPPONE

Agenda Item Name

5300 SYSTEMS & SOFTWARE (ENQUESTA) UTILITY BILLING ANNUAL

Agenda Wording

EnQuesta is the City's Utility Billing System procured via competitive RFP process (OPR 2019-0364). 2024 contract amount is \$246,179.30. The contract term begins November 1, 2024 and runs through October 31, 2025.

Summary (Background)

EnQuesta is the City's Utility Billing System procured via a competitive RFP process (OPR 2019-0364). The 2024 contract amount is \$246,179.30. The increase in price is due to the contractual annual CPI and the addition of interface maintenance developed during the implementation. This request is for software maintenance and support which is contractually required by the software vendor.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 246,179.30

Current Year Cost \$ 246,179.30 including tax

Subsequent Year(s) Cost \$ 253,564.70 including tax

Narrative

This request is for software maintenance and support which is contractually required by the software vendor.

Amount**Budget Account**

Expense \$ 246,179.30

5300-73300-18850-54214

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	MARTINEZ, LAZ
<u>Division Director</u>	MARTINEZ, LAZ
<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

Julie Hextell - jhextell@harriscomputer.com	Accounting - ywang@spokanecity.org
Contract Accounting - ddaniels@spokanecity.org	Legal - mharrington@spokanecity.org
Purchasing - cwahl@spokanecity.org	IT - itadmin@spokanecity.org
Tax & Licenses	

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	9/23/2024
Submitting Department	IT
Contact Name	Laz Martinez
Contact Email & Phone	itdirector@spokanecity.org 625-6979
Council Sponsor(s)	<u>CM Cathcart, CP Wilkerson, CM Zappone</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	5300 Systems & Software (enQuesta) Utility Billing Annual Software Maintenance and Support
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>EnQuesta is the City's Utility Billing System procured via a competitive RFP process (OPR 2019-0364) due to its accurate utility bill processing along with powerful business intelligence to control risk. The 2023 contract amount was \$238,321.73. 2024 contract amount is \$246,179.30. The increase in price is due to the contractual annual CPI and the addition of interface maintenance developed during the implementation.</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>\$246,179.30</u></p> <p style="padding-left: 40px;">Current year cost: \$ 246,179.30 including tax</p> <p style="padding-left: 40px;">Subsequent year(s) cost: \$ 253,564.70 including tax</p> <p>Narrative: This request is for software maintenance and support which is contractually required by the software vendor.</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>5300-73300-18850-54214: \$246,179.30</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>	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
Not applicable – annual software maintenance	
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?	
Not applicable – annual software maintenance	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	

Not applicable – annual software maintenance

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 service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service for our Utility Billing software.



City of Spokane
CONTRACT
**UTILITY BILLING SOFTWARE
MAINTENANCE AND SUPPORT**

THIS CONTRACT is between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **SYSTEMS & SOFTWARE, INC.**, whose address is 10 East Allen Street, Suite 201, Winooski, Vermont 05404, as (“Company”), individually hereafter referenced as a “party”, and together as the “parties”.

The parties agree as follows:

1. **PERFORMANCE.** The Company will provide Utility Billing Software (enQuesta) Maintenance and Support, in accordance with Company’s Proposal dated August 28, 2024, attached as Exhibit B. Company was selected through Request for Proposal No.4480-18. In the event of a discrepancy between the documents this City Contract controls.
2. **CONTRACT TERMS.** The Contract shall begin November 1, 2024, and run through October 31, 2025, unless amended by written agreement or terminated earlier under the provisions.
3. **COMPENSATION.** Total compensation under this Contract shall not exceed **TWO HUNDRED TWENTY-FIVE THOUSAND EIGHT HUNDRED FIFTY-TWO AND 57/100 DOLLARS (\$225,852.57)**, plus applicable sales tax, for everything furnished and done under this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 1 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.
4. **PAYMENT.** The Company shall send its application for payment to Information Technology, Administration Office, Seventh Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company’s application except as provided by state law.
5. **COMPLIANCE WITH LAWS.** Each party shall comply with all applicable federal, state, and local laws and regulations.
6. **ASSIGNMENTS.** This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party’s prior written consent.

7. AMENDMENTS. This Contract may be amended at any time by mutual written agreement.

8. 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 this Contract.

9. TERMINATION. Either party may terminate this Contract by thirty (30) 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.

10. INSURANCE. During the term of the Agreement, the Company 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; and

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

i. Acceptable supplementary Umbrella coverage in combination with Commercial General Liability policy shall be a minimum of \$2M in order to meet the minimum insurance coverages required 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.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the 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 sixty (60) 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.

11. 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.

12. 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.

13. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.

14. STANDARD OF PERFORMANCE. The silence or omission in the Contract regarding any detail required for the proper performance of the work, means that the Company shall perform the best general practice.

15. 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 Company 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 Company.

16. 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 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.

17. AUDIT / RECORDS. The Company and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Company and its subcontractors 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 Contract, the federal law shall prevail.

18. CONFIDENTIALITY/PUBLIC RECORDS. 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, at its own expense, 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.

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

SYSTEMS & SOFTWARE, 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:
Exhibit A – Certificate Regarding Debarment
Exhibit B – Company's Proposal dated August 28, 2024

24-170

**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



August 28, 2024

City of Spokane

914 E North Foothills Dr.
Spokane, WA 99207
Attn: Eduardo Santos

RE: 2024/25 Maintenance Quote – enQuesta

Dear Eduardo,

We appreciate the opportunity to serve The City of Spokane and present the following quote for your 2025 maintenance renewal. Over the past year, S&S has introduced various product and service improvements. Our product enhancements often result from client feedback, as S&S strives to help you serve your customers well. We resumed the Product Advisory Committee process, and we expect lots of excellent suggestions from our clients once again this year. We also resumed HCTC and are looking forward to this year’s event.

Your annual maintenance ensures that you have access to support staff to answer questions and address issues every weekday from 8:00am to 6:00pm, eastern time, and after-hours pager support. S&S also provides defined support levels to prioritize your business needs, access to training sessions, our annual HCTC conference, and regular updates on functionality.

S&S has also invested in new resources and processes to support your needs better. Our Customer Success Manager model ensures that you have a defined person to advocate on your behalf. You will also continue to work with your Account Executive to connect with you about strategic priorities and any additional service enhancements you would like to offer your customers. Our success is based on your ability to serve your customers effectively. S&S appreciates the opportunity to help you grow.

The yearly maintenance amount from November 1, 2024, to October 31, 2025, has been revised to the following:

Product	Support Period	Total Invoice
Support and Maintenance	November 1, 2024 - October 31, 2025	\$ 162,781.26
Hosting	November 1, 2024 - October 31, 2025	\$ 50,382.97
CO05 Credit Refund Check Writing Interface	November 1, 2024 - October 31, 2025	\$ 1,331.27
CO08 Convert and Download Add Service Location Comments Maintenance	November 1, 2024 - October 31, 2025	\$ 308.70
CO09 Accela Interface Maintenance	November 1, 2024 - October 31, 2025	\$ 848.93
CO18 Integration with US Bank maintenance	November 1, 2024 - October 31, 2025	\$ 6,945.75
CO26 - Populate Meter Set Date and Pass to ServiceLink	November 1, 2024 - October 31, 2025	\$ 2,122.31
CO31 - Neptune Upload and Download Maintenance	November 1, 2024 - October 31, 2025	\$ 694.58
CS26865 - Bill Print Support	November 1, 2024 - October 31, 2025	\$ 436.80
Total		\$ 225,852.57



S&S Terms and Conditions:

1. This quote is valid for all current services as of November 1, 2024, to October 31, 2025, and subject to change based on future services or change orders offered after the effective date.
2. Except as otherwise set forth herein, this maintenance renewal will be subject to the terms and conditions of the existing support and maintenance agreement between you and S&S. Any changes to support maintenance will be contained in separate quotes related to modifications or enhancements that you request.
3. Please provide an authorized signature indicating your acceptance of this quote for 2024/25 Maintenance Services.

Systems & Software appreciates the opportunity to be of continued service and values your business. If there are any questions about this quote, please do not hesitate to reach out to your Customer Success Manager.

IN WITNESS WHEREOF, the undersigned have executed this AGREEMENT on the dates listed below:

Customer/Organization: City of Spokane

Date: _____
City of Spokane

Date: _____
Michelle Gamble, Director of Customer Success

Each individual signing this agreement directly and expressly warrants that they have been given and has received and accepted authority to sign and execute the agreement on behalf of the party for whom it is indicated. They have further been expressly given and received and accepted authority to enter into a binding agreement on behalf of such party concerning the matters contained herein and as stated herein.



< Business Lookup

License Information:

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

Entity name: SYSTEMS & SOFTWARE, INC.

Business name: SYSTEMS & SOFTWARE, INC.

Entity type: [Profit Corporation](#)

UBI #: 604-404-683

Business ID: 001

Location ID: 0001

Location: Active

Location address: 10 EAST ALLEN STREET
WINOOSKI VT 05404

Mailing address: 10 EAST ALLEN STREET
WINOOSKI VT 05404

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

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

Endorsements

Endorsements held at this locati	License #	Count	Details	Status	Expiration date	First issuance d
Spokane General Business - Non-Resident				Active	Mar-31-2025	May-02-2019

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

Governing people	Title
BENDER, JEFF	
NEALE, AMANDA	
RICHARDSON, TODD	

Registered Trade Names

Registered trade names	Status	First issued
SYSTEMS AND SOFTWARE INCORPORATION	Active	Jul-03-2019

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/02/2023

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

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

PRODUCER Marsh Canada Limited 120 Bremner Blvd., Suite 800 Attn: Canada.Certrequest@marsh.com Toronto, ON, M5J 0A8 CN102165922--GAWUP-23-24 Harris	CONTACT NAME: Mark Warren PHONE (A/C No. Ext): 416 349 4888 FAX (A/C, No): E-MAIL ADDRESS: Mark.Warren@marsh.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : Federal Insurance Company INSURER B : Great Northern Insurance Company INSURER C : ACE American Insurance Company INSURER D : INSURER E : INSURER F :	NAIC # 20281 20303 22667

COVERAGES CERTIFICATE NUMBER: HOU-003831474-12 **REVISION NUMBER:** 2

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	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			9950-48-39	09/27/2023	09/27/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 25,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 1,000,000
								\$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			7360-03-97	09/27/2023	09/27/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			9365-24-30	09/27/2023	09/27/2024	EACH OCCURRENCE	\$ 9,000,000
							AGGREGATE	\$ 9,000,000
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			71764342	09/27/2023	09/27/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Professional Liability Tech E&O & Cyber			64260768	09/27/2023	09/27/2024	Limit	5,000,000
							SIR	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CITY OF SPOKANE, ITS OFFICERS AND EMPLOYEES ARE ADDED AS ADDITIONAL INSURED WITH RESPECT TO THE COMMERCIAL GENERAL LIABILITY POLICY, BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED WHERE REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

CANCELLATION

CITY OF SPOKANE 808 W. SPOKANE FALLS BLVD., 7TH FLOOR SPOKANE, WA 99201-3344	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 of Marsh USA LLC
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ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh Canada Limited		NAMED INSURED Systems & Software, Inc., A DIVISION OF N. HARRIS COMPUTER CORPORATION 10 E Allen St Ste 201, Winooski, VT 05404	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

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

THE US COMMERCIAL GENERAL LIABILITY POLICY, US AUTOMOBILE POLICY, AND US WORKER'S COMPENSATION & EMPLOYER'S LIABILITY POLICY HAVE BEEN PLACED BY SERVICE OF MARSH USA INC. MARSH CANADA LIMITED HAS ONLY ACTED IN THE ROLE OF A CONSULTANT TO THE CLIENT WITH RESPECT TO THESE PLACEMENTS WHICH ARE INDICATED HERE FOR YOUR CONVENIENCE.



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 09/23/2024

Committee Agenda type: Consent

Date Rec'd 9/11/2024

Clerk's File # OPR 2024-0859

Cross Ref #

Project #

Council Meeting Date: 10/07/2024

Submitting Dept	FACILITIES MANAGEMENT	Bid #	PW ITB 6178-24
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Contact Name/Phone	DAVE STEELE 625-6064	Requisition #	CR267020
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Contact E-Mail	DSTEELE@SPOKANECITY.ORG		
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Agenda Item Type	Contract Item		
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Council Sponsor(s)	MCATHCART BWILKERSON ZZAPPONE		
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Agenda Item Name	5900 FACILITIES WATER DEPARTMENT METER SHOP WINDOW REPLACEMENT		
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Agenda Wording

The Facilities Department in partnership with the Water Department has selected a contractor to complete the replacement of 19 windows in the Water Department Meter Shop

Summary (Background)

The Facilities Department in partnership with the Water Department has selected a contractor (Bozco Construction LLC) to complete the replacement of 19 windows in the Water Dept Meter Shop. This work represents a portion of the larger interior restoration of the historic Meter Shop and is being completed in advance of the larger project. The low bid before applicable sales tax is \$232,000. We are asking for a 10% administrative reserve in the amount of \$23,200 also be approved.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost	\$ 252,880.00
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Current Year Cost	\$ 252,880.00
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Subsequent Year(s) Cost	\$
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Narrative

Amount

Budget Account

Expense	\$ 252,880.00	# 4100-42490-94340-56501-11027
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Expense	\$ 23,200.00	# 4100-42490-94340-56501-11027
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Select	\$	#
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Select	\$	#
--------	----	---

	\$	#
--	----	---

	\$	#
--	----	---



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

TEAL, JEFFREY

Division Director

BOSTON, MATTHEW

Accounting Manager

ALBIN-MOORE, ANGELA

Legal

HARRINGTON,

For the Mayor

PICCOLO, MIKE

Additional Approvals

PURCHASING

PRINCE, THEA

Distribution List

petebozin@gmail.com

bosco@q.com

facilitiesdepartment@spokanecity.org

laga@spokanecity.org

kbustos@spokanecity.org

lsearls@spokanecity.org

tprince@spokanecity.org

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Facilities Department
Contact Name	Dave Steele
Contact Email & Phone	509-625-6064
Council Sponsor(s)	CM Cathcart, CP Wilkerson, CM Zappone
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Water Department Main Office Rebuild – Meter Shop Window Replacement
Summary (Background) *Use the Fiscal Impact box below for relevant financial information	<p>The Facilities Department in partnership with the Water Department has selected a contractor (Bozco Construction, LLC.) to complete the replacement of 19 windows in the Water Department Meter Shop. This work represents a portion of the larger interior restoration of the historic Meter Shop and is being completed in advance of the larger project.</p> <p>The low bid before applicable sales tax was \$232,000. We are asking for a 10% administrative reserve in the amount of \$23,200 also be approved.</p>
Proposed Council Action	Contract approval
Fiscal Impact	
Total Expense:	\$ 255,200 plus Applicable Tax
Base bid:	\$ 232,000
<u>Administrative Reserve (10%)</u>	<u>\$ 23,200</u>
Total	\$ 255,200 plus Applicable Tax
Approved in current year budget?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Funding Source	<input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A
Specify funding source:	<u>4100-42490-94340-56501-11027</u>
Expense Occurrence	<input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
NA	

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?

NA

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

NA

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 project represents a significant re-investment in an existing City Facility with the intent of repurposing the space while creating substantial energy efficiencies.



City of Spokane

PUBLIC WORKS AGREEMENT

Title: **SPOKANE WATER DEPARTMENT
WINDOW REPLACEMENT**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **BOZCO CONSTRUCTION, LLC**, whose address is P.O. Box 662, Mead, Washington 99021, as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

1. **PERFORMANCE**. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled **SPOKANE WATER DEPARTMENT WINDOW REPLACEMENT, PW ITB 6178-24**.
2. **CONTRACT DOCUMENTS**. The contract documents are this Contract, the Contractor's completed bid proposal form, unit price bid forms, contract provisions, contract plans & specifications & appendices, standard specifications, standard plans, addenda, City of Spokane invitation to bid, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any). In the event of a conflict between these documents, PW Invitation to Bid shall be used to determine prevailing contract document. These contract documents are on file in the Facilities Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, federal and state requirements supersede this Contract, and this Contract supersedes the other contract documents.
3. **TIME OF PERFORMANCE**. The time of performance of the Contract shall begin on September 16, 2024, and shall run through September 30, 2025. Project time of completion and working days in accordance with contract documents.
4. **LIQUIDATED DAMAGES**. Liquidated damages shall be in accordance with the contract documents.
5. **TERMINATION**. Either party may terminate this Contract by thirty (30) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.

6. COMPENSATION. Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **TWO HUNDRED THIRTY-TWO THOUSAND AND NO/100 DOLLARS (\$232,000.00)**, plus applicable taxes, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 2 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

7. PAYMENT. The Contractor will send its applications for payment to the City of Spokane Facilities Management Department, facilitiesdepartment@spokanecity.org, Attn: Dave Steele. All invoices should include the Department Contract No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

8. INDEMNIFICATION. The Contractor 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 Contractor's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Contractor 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 Contractor'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 Contractor, its agents or employees. The Contractor specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

9. BONDS. The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a performance bond and a payment bond on the forms attached, each equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.

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

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

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

i. Acceptable supplementary Umbrella coverage in combination with Commercial General Liability policy shall be a minimum of \$2M in order to meet the minimum insurance coverages required under this contract; and

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

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Contractor 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 Contractor'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 Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. CONTRACTOR'S WARRANTY. The Contractor's warranty for all work, labor and materials shall be in accordance with the contract documents.

12. WAGES. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

13. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED. The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the State Department of Labor and Industries; and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

14. PUBLIC WORKS REQUIREMENTS. The Contractor and each subcontractor are required to fulfill the Department of Labor and Industries Public Works and Prevailing Wage Training

Requirement under RCW 39.04.350. The contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify the responsibility criteria listed in RCW 39.04.350(1) for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria. This verification requirement, as well as responsibility criteria, must be included in every public works contract and subcontract of every tier.

15. SUBCONTRACTOR RESPONSIBILITY.

A. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:
 - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

C. On Public Works construction projects, as defined in RCW 39.04.010, with an estimated cost of six hundred thousand dollars (\$600,000) or more, at least fifteen (15) percent of the labor hours on each project shall be performed by apprentices enrolled in a State-approved apprenticeship program; and for each contract in the project fifteen (15) percent of the labor hours for each craft that has an available state-approved apprenticeship program for Spokane County and utilizes more than one hundred sixty (160) hours in each contract shall be performed by apprentices enrolled in a state-approved apprenticeship program.

1. Subcontracting Requirements. The utilization percentages for apprenticeship labor for Public Works construction contracts shall also apply to all subcontracts of one hundred thousand dollars (\$100,000) or more within those contracts, and at least

fifteen percent (15%) of the labor hours for each such subcontract shall be performed by apprentices in a state-approved apprenticeship program. For each craft that has an available apprenticeship program for Spokane county and performs more than one hundred sixty (160) hours on each project, fifteen (15) percent of the labor hours shall be performed by apprentices enrolled in a State-approved apprenticeship program.

2. Each subcontractor which this chapter applies is required to execute a form, provided by the city, acknowledging that the requirements of Article X 07.06 SMC are applicable to the labor hours for the project.
16. 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 Contractor 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 Contractor.
17. EXECUTIVE ORDER 11246.
- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
 - B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
 - C. The Contractor will send each labor union, or representative of workers with which it has a collective bargaining contract or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - D. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - E. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
 - F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible

for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- G. The Contractor will include the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, HOWEVER, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as the result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

19. ASSIGNMENTS. The Contractor may not assign, transfer or sublet any part of the work under this Contract, or assign any monies due, without the written approval of the City, except as may be required by law. In the event of assignment of accounts or monies due under this Contract, the Contractor specifically agrees to give immediate written notice to the City Administrator, no later than five (5) business days after the assignment.

20. 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.

21. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.

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

23. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.

24. AUDIT / RECORDS. The Contractor and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Contractor and its subcontractors 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 Contract, the federal law shall prevail.

25. 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 Contractor shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

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

27. **MODIFICATIONS.** The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the Director of Engineering Services, and the Contract time and compensation will be adjusted accordingly.

28. **INTEGRATION.** This Contract, including any and all exhibits and schedules referred to herein or therein set forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.

29. **FORCE MAJEURE.** Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting City, Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

BOZCO CONSTRUCTION, LLC

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract:

Payment Bond

Performance Bond

Certification Regarding Debarment

24-161

PAYMENT BOND

We, **BOZCO CONSTRUCTION, LLC**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **TWO HUNDRED THIRTY-TWO THOUSAND AND NO/100 DOLLARS (\$232,000.00)**, plus applicable taxes plus applicable taxes, the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **SPOKANE WATER DEPARTMENT WINDOW REPLACEMENT, PW ITB 6178-24**. If the principal shall:

- A. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors; and pay all taxes and contributions, increases and penalties as authorized by law; and
- B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation... Any judgment obtained against the City, which relates to or is covered by the contract or this bond, shall be conclusive against the principal and the surety, as to the amount of damages, and their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on _____.

BOZCO CONSTRUCTION, LLC,
AS PRINCIPAL

By: _____

Title: _____

_____,
AS SURETY

By: _____

Its Attorney in Fact

A valid POWER OF ATTORNEY
for the Surety's agent must
accompany this bond.

STATE OF WASHINGTON)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that _____
_____ signed this document; on oath stated that he/she was
authorized to sign the document and acknowledged it as the agent or representative of the
named surety company which is authorized to do business in the State of Washington, for
the uses and purposes therein mentioned.

DATED: _____

Signature of Notary Public

My appointment expires _____

Approved as to form:

Assistant City Attorney

PERFORMANCE BOND

We, **BOZCO CONSTRUCTION, LLC**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **TWO HUNDRED THIRTY-TWO THOUSAND AND NO/100 DOLLARS (\$232,000.00)**, plus applicable taxes, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **SPOKANE WATER DEPARTMENT WINDOW REPLACEMENT, PW ITB 6178-24**. If the principal shall:

- A. promptly and faithfully perform the Contract, and any contractual guaranty and indemnify and hold harmless the City from all loss, damage or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors; and
- B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the Contract or this bond, shall be conclusive against the principal and the Surety, not only as to the amount of damages, but also as to their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on _____

BOZCO CONSTRUCTION, LLC,
AS PRINCIPAL

By: _____

Title: _____

_____,
AS SURETY

By: _____

Its Attorney in Fact

A valid POWER OF ATTORNEY
for the Surety's agent must
accompany this bond.

STATE OF WASHINGTON)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that _____
_____ signed this document; on oath stated that
he/she was authorized to sign the document and acknowledged it as the agent or representative of
the named Surety Company which is authorized to do business in the State of Washington, for the
uses and purposes mentioned in this document.

DATED on _____.

Signature of Notary

My appointment expires _____

Approved as to form:

Assistant City Attorney

**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)



< Business Lookup

License Information:

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

Entity name: BOZCO CONSTRUCTION, LLC

Business name: BOZCO CONSTRUCTION, LLC

Entity type: [Limited Liability Company](#)

UBI #: 603-050-025

Business ID: 001

Location ID: 0001

Location: Active

Location address: 12123 N FREYA ST
MEAD WA 99021-5103

Mailing address: PO BOX 662
MEAD WA 99021-0662

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
Edmonds General Business - Non-Resident				Active	Mar-31-2025	Mar-19-2024
Spokane General Business - Non-Resident				Active	Sep-30-2025	Aug-07-2020

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

Governing people	Title
BOZIN, PETE	

Registered Trade Names

Registered trade names	Status	First issued
BOZCO CONSTRUCTION	Active	Sep-24-2010
BOZCO CONSTRUCTION, LLC	Active	Aug-07-2020



[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 9/20/2024 8:22:52 AM

Contact us

How are we doing?

Take our survey!

Don't see what you expected?

Check if your browser is supported





STATE OF WASHINGTON

Department of Labor & Industries

Certificate of Workers' Compensation Coverage

August 15, 2024

WA UBI No.	603 050 025
L&I Account ID	164,642-01
Legal Business Name	BOZCO CONSTRUCTION LLC
Doing Business As	BOZCO CONSTRUCTION. LLC
Workers' Comp Premium Status:	Account is current.
Estimated Workers Reported (See Description Below)	Quarter 2 of Year 2024 "1 to 3 Workers"
Account Representative	Employer Services Help Line, (360) 902-4817
Licensed Contractor?	Yes
License No.	BOZCOCL905PL
License Expiration	10/28/2024

What does "Estimated Workers Reported" mean?

Estimated workers reported represents the number of full time position requiring at least 480 hours of work per calendar quarter. A single 480 hour position may be filled by one person, or several part time workers.

Industrial Insurance Information

Employers report and pay premiums each quarter based on hours of employee work already performed, and are liable for premiums found later to be due. Industrial insurance accounts have no policy periods, cancellation dates, limitations of coverage or waiver of subrogation (See [RCW 51.12.050](#) and [51.16.190](#)).

Bid Response Summary

Bid Number PW ITB 6178-24
Bid Title Spokane Water Department Window Replacement
Due Date Monday, August 5, 2024 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company Bozco Construction, LLC
Submitted By Pete Bozin - Monday, August 5, 2024 12:00:55 PM [(UTC-08:00) Pacific Time (US & Canada)]
 bozco@q.com

Comments

Question Responses

Group	Reference Number	Question	Response
PRE-BID MEETING - MANDATORY			
	MANDATORY PRE-BID MEETING	A MANDATORY pre-bid meeting will be held on Friday, July 12th, 2024, at 9:00 am at the City of Spokane Water Department Main Office - 914 East North Foothills Drive, Spokane, WA. Only those vendors who attend the Mandatory Pre-Bid Conference will be able to bid on this project.	I acknowledge and I understand
GENERAL INFORMATION			
	CONTRACTOR'S REPRESENTATIONS	The Contractor by making its Bid represents that it has read and understands the specifications; and has visited the site and familiarized itself with the local conditions under which the Work is to be performed.	I acknowledge and agree
	AWARD OF CONTRACT	Award of contract, when made by the City, will be to the low responsive-responsible bidder based on cost. Unsuccessful Contractors will not automatically be notified of results.	I acknowledge and agree
	CONTRACT RENEWALS	Contract renewals or extensions may be initiated by the City of Spokane, subject to mutual agreement	I acknowledge and I agree
	EXECUTION OF CONTRACT	Within ten (10) days of contract award the Contractor shall sign and return to the City an executed copy of the contract unless otherwise mutually agreed by the City and Contractor.	I acknowledge and I agree
	GUARANTEE	The Contractor guarantees all work, labor and materials for one (1) year following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply to work which has been abused or neglected by the City.	I acknowledge and I agree
	PAYMENT	Payment will be made via direct deposit/ACH after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.	I acknowledge and agree

REJECTION OF BIDS	The City reserves the right to reject any or all Bids, to waive minor deviations from the specifications, to waive minor informalities in the Bid process whenever it is in the City's best interest, and to accept or reject all or part of this Invitation to Bids, at the prices shown.	I acknowledge and agree
CONTRACTOR REGISTRATION	The Contractor shall be a Washington State registered or licensed Contractor at time of Bid submittal.	I acknowledge and agree
COMPLETION TIME	The bidder agrees to start the work under this contract within ten (10) days of the Notice to Proceed and to substantially complete the specified work within six (6) months.	I acknowledge and I agree
LIQUIDATED DAMAGES	If the Work is not completed within the stated completion time, the Contractor agrees to pay to the City liquidated damages in the amount zero (0) for each and every calendar day the work remains uncompleted. Which is a reasonable forecast of the damages likely to occur if Works is unfinished by the completion date.	I acknowledge and agree
MISCELLANEOUS DOCUMENTATION UPLOAD	Upload any additional documentation here. You can only upload one document so if you have more than one page - combine them into one page before uploading.	img643.pdf
PUBLIC WORKS REQUIREMENTS		
1.	The work under this contract constitutes a public work under state law.	I acknowledge and agree
2.	Payment/performance bonds will be required.	I acknowledge and agree
PERFORMANCE BONDS	The Contractor shall furnish, at its sole expense, a performance and payment bond equal to one hundred percent (100%) of the contract price. The bond shall insure faithful and complete performance of the contract and payment of all obligations to laborers and material men arising from the Project. The bond shall be executed by a Surety company authorized to do business in Washington State, and shall remain in effect for one (1) year following final acceptance of the work. Unless approved by the City, the Surety's name shall appear on the United States Treasury Department's list of authorized Sureties - Circular 570. On contracts of \$150,000.00 or less, in lieu of a surety bond, at the request of the Contractor, the City may retain ten percent (10%) of the contract price for a minimum of forty five (45) days following final acceptance, or until receipt of all releases and settlement of liens, whichever is later, in accord with RCW 39.08010.	I acknowledge and agree
3.	Statutory retainage will be required	I acknowledge and I understand

RETAINAGE	Pursuant to chapter 60.28 RCW, the City will retain five percent (5%) (or ten percent (10%) at Contractor's request) from the monies earned by the Contractor. This Retainage shall be held as a trust fund for the protection and payment: (1) to the State of taxes and fees owed by the Contractor; and (2) of any person, mechanic, subcontractor or material man who performs labor or furnishes any supplies toward the Work. Release of Retainage will be made at a minimum of forty five (45) days following final acceptance of Work; provided the following conditions are met:	I acknowledge and I agree
RETAINAGE	a. The City has received from the Contractor and each subcontractor a copy of the "Statement of Intent to Pay Prevailing Wages" and an "Affidavit of Wages Paid", approved by the State Department of Labor and Industries (L&I). b. On Contracts greater than \$35,000, the City has received releases from the State Departments of Revenue (DOR), Labor & Industries and Employment Security. c. No claims, as provided by law, have been filed against the retainage In the event a claim is filed, the Contractor shall be paid a portion of the Retainage, which is less than the amount sufficient to pay the claim and potential legal costs.	I acknowledge and I agree
4.	The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries (L & I).	I acknowledge and I understand
5.	The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries: https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx . Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is July 22, 2024.	I acknowledge and I understand
6.	On Public Works construction projects, as defined in RCW 39.04.010, with an estimated cost of six hundred thousand dollars (\$600,000) or more, at least fifteen (15) percent of the labor hours on each project shall be performed by apprentices enrolled in a State-approved apprenticeship program; and for each contract in the project fifteen (15) percent of the labor hours for each craft that has an available state-approved apprenticeship program for Spokane County and utilizes more than one hundred sixty (160) hours in each contract shall be performed by apprentices enrolled in a state-approved apprenticeship program.	I acknowledge and I understand

6	<p>1. Subcontracting Requirements. The utilization percentages for apprenticeship labor for Public Works construction contracts shall also apply to all subcontracts of one hundred thousand dollars (\$100,000) or more within those contracts, and at least fifteen percent (15%) of the labor hours for each such subcontract shall be performed by apprentices in a state-approved apprenticeship program. For each craft that has an available apprenticeship program for Spokane county and performs more than one hundred sixty (160) hours on each project, fifteen (15) percent of the labor hours shall be performed by apprentices enrolled in a State-approved apprenticeship program.2. Each subcontractor which this chapter applies is required to execute a form, provided by the city, acknowledging that the requirements of Article X 07.06 SMC are applicable to the labor hours for the project.</p>	I acknowledge and I agree
7.	<p>The Contractor and any subcontractors will submit a <input type="checkbox"/> Statement of Intent to Pay Prevailing Wages <input type="checkbox"/> certified by the industrial statistician of the Department of Labor and Industries, prior to any work or payments. The <input type="checkbox"/> Statement of Intent to Pay Prevailing Wages <input type="checkbox"/> shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Prior to payment of funds held under RCW 39.12.040, the Contractor and subcontractors must submit an <input type="checkbox"/> Affidavit of Wages Paid <input type="checkbox"/> certified by the industrial statistician annually for all work completed within the previous twelve-month period of the unit priced contract (RCW 35.22.620).</p>	I acknowledge and I understand
8.	<p>The Contractor is responsible for payment of fees for the approval of "Statements of Intent to Pay Prevailing Wages" and "Affidavits of Wages Paid" and shall make all applications directly to L&I.</p>	I acknowledge and I understand
9.	<p>As of July 1, 2019 contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020</p>	I acknowledge and I understand
<p>TECHNICAL REQUIREMENTS</p>		
<p></p>		

SCOPE OF WORK	<p>The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, permits, organization, and other items of work and cost necessary for the proper execution and completion of the window replacement at the City of Spokane Water Department as described in the scope of work below . The City of Spokane Water Department in partnership with City Facilities desires to replace a significant portion (19 out of 21) windows in the City of Spokane Water Department’s historic Meter Shop Building located on the southeast corner of Hamilton Street and North Foothills Drive at 914 East North Foothills Drive. Contractor shall be responsible for all permits, inspections, labor, materials, sealants, equipment, safety measures, and proper disposal required to complete this work. Contractor shall install all windows per manufacturers specifications, attached plans and specifications, and in compliance with all warranty requirements. Upon completion of work, Contractor shall provide a closeout package including warranty information and recommended preventative maintenance. All site access shall be coordinated through the Water Department in advance.</p>	I acknowledge and I agree
a.	What is the delivery timeline for the materials/equipment needed for this project	TBD. As soon as supplying company will be able to deliver the product
GENERAL REQUIREMENTS		
INTENT OF SPECIFICATIONS	<p>The apparent silence or omission in the specifications as to any detail of the Work to be done or materials to be furnished means that the region's best general practice shall prevail, and that material and workmanship of the best quality shall be used. The specifications shall be interpreted on this basis.</p>	I acknowledge and agree
WASHINGTON STATE RETAIL SALES TAX	<p>A. GENERAL CONSTRUCTION. Retail sales tax, when applicable, will be paid as a separate item, and shall not be included in the Bid price. Sales tax shall be added on the amount due the Contractor and the Contractor shall be responsible for making payment to the State. The City reserves the right to claim an exemption authorized by law.</p>	I acknowledge and agree
WASHINGTON STATE RETAIL SALES TAX	<p>B. PUBLIC STREET IMPROVEMENTS. If the technical requirements in the specifications indicate that all or a portion of the Work is a "public street improvement" as defined by state law, the Contractor shall include all contractor-paid taxes, including use taxes on materials in its Bid price. The City will NOT pay retail sales tax as a separate item.</p>	I acknowledge and agree
PERMITS	<p>Contractor shall be responsible for all permits, signage, equipment, materials and labor, demolition, dust control, reinstallation of all fixtures as needed, and clean up to complete this work in accordance with industry standards governing this type of work.</p>	I acknowledge and agree

<p>GUARANTY</p>	<p>The Contractor guarantees all work, labor and materials for one (1) year following final acceptance of the Work. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the Work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply all Work, which has been abused or neglected by the City.</p>	<p>I acknowledge and agree</p>
<p>SUBCONTRACTORS</p>	<p>The Contractor shall not award any portion of the Work to any subcontractor without the City's prior approval. The Contractor shall be fully responsible to the City for the acts, errors and omissions of its subcontractors. No contractual relationship shall be created between any subcontractor and the City.</p>	<p>I acknowledge and agree</p>
<p>INSURANCE</p>	<p>During the term of the Contract, the Contractor shall maintain in force at its own expense, the below insurance coverage(s):</p>	<p>I acknowledge and agree</p>
<p>INSURANCE</p>	<p>a. Worker's Compensation Insurance in compliance with RCW 51.12.020 which requires subject employers to provide worker's compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.00.</p>	<p>I acknowledge and agree</p>
<p>INSURANCE</p>	<p>b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000.00 for bodily injury and property damage. It shall include premises and operations, independent contractors, products and completed operations, personal injury liability, and contractual liability coverage for the indemnity provided under the contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under the contract; i. Acceptable supplementary Umbrella insurance coverage, combined with the Contractor's General Liability Insurance policy must be a minimum of \$1,500,000.00 in order to meet the insurance coverages required under this Contract;</p>	<p>I acknowledge and agree</p>
<p>INSURANCE</p>	<p>c. Property Insurance if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies or the completed value of the improvement. Hazard or XCU (Explosion, Collapse, Underground) Insurance should be provided if any hazard exists; and</p>	<p>I acknowledge and agree</p>
<p>INSURANCE</p>	<p>d. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000.0 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.</p>	<p>I acknowledge and agree</p>

INSURANCE	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) upon request by the City. 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.	I acknowledge and agree
BID		
BIDDER'S DECLARATION	The Bidder submitting this bid certifies that it has examined the site, read and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations. The bidder is advised that by submitting this bid proposal it has acknowledged all bid requirements and certifications contained herein.	I acknowledge and I agree
BID PRICE IS COMPLETE	Bidder acknowledges that the bid price indicated on the Pricing Page includes ALL expenses with regard to this project. No other costs will be allowed over and above the bid price.	I acknowledge and I agree
CONTRACTOR RESPONSIBILITY	Washington State Contractor's Registration Number	BOZCOCL905PL
CONTRACTOR RESPONSIBILITY	U.B.I. Number	603-050-025
CONTRACTOR RESPONSIBILITY	Washington Employment Security Department Number	38847800-7
CONTRACTOR RESPONSIBILITY	Washington Excise Tax Registration Number	603-050-025
CONTRACTOR RESPONSIBILITY	City of Spokane Business Registration Number	BOZCOCL905PL
ADDENDA	Bidder acknowledges receipt of _____ addenda and agrees that their requirements have been included in this bid proposal.	1,2
MISCELLANEOUS	The firm agrees that its Bid will NOT be withdrawn for a minimum of forty-five (45) calendar days after the stated submittal date.	I acknowledge and I agree
MISCELLANEOUS	For contracts up to \$150,000.00 including tax, the Contractor may request a 10 percent (10%) retainage in lieu of bond.	Yes
MISCELLANEOUS	If this project is less than \$150,000 - does contract request 10% retainage in lieu of bond?	No

#1	City of Spokane Water Department Window Replacement Project	Base ea	1.00	\$232,000.00	\$232,000.00	Two Hundred Thirty Two Thousand
#2	9% Sales Tax	Base ea	1.00	\$20,880.00	\$20,880.00	Twenty Thousand Eight Hundred Eighty
Total Base Bid	\$252,880.00					

BID BOND
(Percentage)

Bond No. 67125677

KNOW ALL PERSONS BY THESE PRESENTS, That we Bozco Construction LLC
of P. O. Box 662, Mead, WA 99021

_____, hereinafter referred to as the Principal, and
WESTERN SURETY COMPANY

as Surety, are held and firmly bound unto City of City of Spokane Water Department

~~of~~ _____, hereinafter referred to as the Oblige, in the amount of
Five Percent of the Amount Bid

(5%), for the payment of which we bind ourselves, our legal representatives,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Oblige on a contract for _____
PW ITB 6178-24

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be
specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or
contract documents with surety acceptable to Oblige; or if Principal shall fail to do so, pay to Oblige the
damages which Oblige may suffer by reason of such failure not exceeding the penalty of this bond, then this
obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 12th day of July, 2024.

Principal

Bozco Construction LLC

BY: 

Surety

WESTERN SURETY COMPANY

BY: _____
Andrew Willis Meeuwsen, Attorney-in-Fact

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 67125677

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Andrew Willis Meeuwsen

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Bozco Construction LLC

Obligee: City of City of Spokane Water Department

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

If Bond No. 67125677 is not issued on or before midnight of October 12th, 2024, all authority conferred in this Power of Attorney shall expire and terminate.

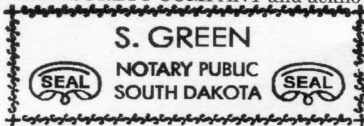
In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Larry Kasten, and its corporate seal to be affixed this 12th day of July, 2024.

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

WESTERN SURETY COMPANY

Larry Kasten
Larry Kasten, Vice President

On this 12th day of July, in the year 2024, before me, a notary public, personally appeared Larry Kasten, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires February 12, 2027

S. Green
Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 12th day of July, 2024.

WESTERN SURETY COMPANY

Larry Kasten
Larry Kasten, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

SUBCONTRACTOR LIST

PROJECT NAME: Spokane Water Dept. Windows Replacement

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

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 09/23/2024**Committee Agenda type:** Consent**Date Rec'd**

9/11/2024

Clerk's File #

OPR 2024-0860

Cross Ref #**Project #****Council Meeting Date:** 10/07/2024**Submitting Dept**

FACILITIES MANAGEMENT

Bid #

RFB 24-016

Contact Name/Phone

DAVE STEELE 625-6404

Requisition #

CR267030

Contact E-Mail

DSTEELE@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

MCATHCART BWILKERSON ZZAPPONE

Agenda Item Name

5900 FACILITIES PARKING ENFORCE PARK BAY SPALLED CONCRETE REPAIR

Agenda Wording

The Facilities Department has solicited bids for necessary repairs to the Parking Services Building structural concrete floor. This repair completes the removal of failed concrete, rebar and floor coating and completes the replacement with like.

Summary (Background)

This repairs completes the removal of failed concrete, rebar and floor coating and completes the replacement with like materials. This work may require additional concrete repair work beyond the original 60 sf of 5" thick concrete and 30 sf of 3" concrete. We are also requesting approval for additional spending of up to \$22,000 in addition to the 10% reserve. The contractor will have to ask for and receive approval from the Facilities Depart for additional work beyond the 60 sf and 30 sf.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 56,652.75

Current Year Cost \$ 56,652.75

Subsequent Year(s) Cost \$

Narrative

If the issues aren't fixed in a reasonable time frame, the 60 sf and 30 sf of concrete will continue to fail causing more extensive work to be done in the future.

Amount**Budget Account**

Expense \$ 56,652.75 # 5900-71300-18300-54802-89013 base bid

Expense \$ 22,000.00 # 5900-71300-18300-54802-89013 contingency

Expense \$ 5,198.00 # 5900-71300-18300-54802-89013 admin reserve

Select \$ #

\$ #

\$ #

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Facilities Department
Contact Name	Dave Steele
Contact Email & Phone	509-625-6064
Council Sponsor(s)	CM Cathcart, CP Wilkerson, CM Zappone
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Parking Services Building – Concrete Repairs
Summary (Background) *Use the Fiscal Impact box below for relevant financial information	<p>The Facilities Department has solicited bids for necessary repairs to the Parking Services Building structural concrete floor. This repair completes the removal of failed concrete, rebar and floor coating and completes the replacement with like materials.</p> <p>This work may require additional concrete repair work beyond the original 60 s.f. of 5" thick concrete and 30 s.f. of 3" concrete. We are also requesting approval for additional spending of up to \$22,000 in addition to the 10% reserve. The contractor will have to ask for and receive approval from the Facilities Department for additional work outside of the original 60 sq ft and 30 sq ft.</p>
Proposed Council Action	Contract approval
Fiscal Impact	
Total Expense:	\$ 79,173.00 plus Applicable SalesTax
Base bid:	\$ 51,975.00
Administrative Reserve (10%)	\$ 5,198.00
Additional Spending Authority	\$ 22,000.00
Total	\$ 79,173.00 plus applicable tax
Approved in current year budget?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Funding Source	<input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A
Specify funding source:	<u>5900-713000-18300-54802-89013</u>
Expense Occurrence	<input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
NA	

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?

NA

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

NA

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 project represents a significant re-investment in an existing City Facility with the intent of extending the useful life



City of Spokane

PUBLIC WORKS AGREEMENT

Title: **FACILITIES PARKING ENFORCEMENT
BUILDING CONCRETE REPAIRS**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **CASCADE INDUSTRIAL SERVICES, LLC**, whose address is 2462 West Chrisshan Court, Rathdrum, Idaho 83858 as (“Contractor”) individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the purpose of this Contract is to perform the Facilities Parking Enforcement Building Parking Bay Spalled Concrete Repairs and

WHEREAS, the Contractor was selected from Request for Bid No. 24-016 issued by the City.

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

1. TERM OF AGREEMENT.

This Contract shall begin on October 14, 2024, and shall end on June 30, 2025, unless amended by written agreement or terminated earlier under the provisions.

2. SCOPE OF WORK.

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

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

3. COMPENSATION / PAYMENT.

Total compensation for Contractor’s services under this Contract shall be a maximum amount not to exceed **FIFTY-ONE THOUSAND NINE HUNDRED SEVENTY-FIVE AND 00/100 DOLLARS (\$51,975.00)**, plus applicable tax, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 2 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

The Contractor will send its applications for payment to the City of Spokane Facilities Management Department, facilitiesdepartment@spokanecity.org, Attn: Dave Steele. All invoices should include the City Clerk’s File No. “OPR XXXX-XXXX” and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of

Wages Paid number. Payment will not be made without this documentation included on the invoice.

4. CONTRACT DOCUMENTS.

The contract documents are this Contract, the Contractor's completed bid proposal form, contract provisions, contract plans, standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders, and subsurface boring logs (if any). Federal and state requirements and the terms of this Contract, respectively, supersede other inconsistent provisions. These contract documents are on file at the Facilities Department, and are incorporated into this Contract by reference, as if they were set forth at length.

5. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED.

The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the Washington State Department of Labor and Industries (L & I); and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

6. STATE PREVAILING WAGES.

The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

7. RETAINAGE IN LIEU OF BOND.

The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. In lieu of a one hundred percent (100%) payment/performance bond, in accord with RCW 39.08.010, the City shall retain ten percent (10%) of the contract sum for thirty (30) days after date of final acceptance or until receipt of required releases and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

8. PUBLIC WORKS REQUIREMENTS.

The Contractor and each subcontractor are required to fulfill the Department of Labor and Industries Public Works and Prevailing Wage Training Requirement under RCW 39.04.350. The contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify the responsibility criteria listed in RCW 39.04.350(1) for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria. This verification requirement, as well as responsibility criteria, must be included in every public works contract and subcontract of every tier.

9. TAXES, FEES AND LICENSES.

- A. Contractor shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Contract. It is the Contractor's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Contract shall be included in the project budgets.

10. CITY OF SPOKANE BUSINESS LICENSE.

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

11. 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 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 Contractor agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

12. 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.

13. INDEMNIFICATION.

The Contractor agrees to defend, indemnify and hold the City harmless from any and all claims, demands, losses and liabilities to or by third parties arising from, resulting from or connected with Work performed or to be performed under this Contract by Contractor, its agents or employees to the fullest extent permitted by law. Contractor's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City, its agents or employees. Contractor's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City or its agents or employees, and (b) Contractor or agents or employees, shall apply only to the extent of negligence of the Contractor or its agents or employees. Contractor's duty to defend, indemnify and hold the City harmless shall include, as to all claims, demands, losses and liability to which it applies, the City's personnel related costs, reasonable attorneys' fees, court costs and all other claim related expenses. The Contractor specifically assumes potential liability for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the state industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnification provided for in this section shall survive any termination or expiration of this Contract.

14. INSURANCE.

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

- A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under this Contract;
- i. Acceptable **supplementary Umbrella coverage** in combination with Commercial General Liability policy shall be a minimum of \$2M in order to meet the minimum insurance coverages required under this contract; and
- C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
- D. **Property Insurance** if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

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

15. **SUBCONTRACTOR RESPONSIBILITY.**

- A. The Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350. The responsibility criteria are listed in the request for bids document. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.
- B. At the time of subcontract execution, the Contractor shall verify that each of its first-tier subcontractors meets the following bidder responsibility criteria:
1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
 2. Have a current Washington Unified Business Identifier (UBI) number;

3. If applicable, have:
 - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

16. INDEPENDENT CONTRACTOR.

The Contractor is an independent Contractor. This Contract does not intend the Contractor to act as a City employee. The City has neither direct nor immediate control over the Contractor nor the right to control the manner or means by which the Contractor works. Neither the Contractor nor any Contractor employee shall be an employee of the City. This Contract prohibits the Contractor to act as an agent or legal representative of the City. The Contractor is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Contractor shall pay all income and other taxes as due.

17. ASSIGNMENT AND SUBCONTRACTING.

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

18. TERMINATION.

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

19. STANDARD OF PERFORMANCE.

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

20. 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 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 this Contract.

21. CONSTRUAL.

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

22. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.

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

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

23. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the City, and the Contract time and compensation will be adjusted accordingly.
- B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.
- C. This Contract 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 Contract shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict occurs between Contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Contract to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Contract.
- I. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane in connection with this

Agreement are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

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

CASCADE INDUSTRIAL SERVICES, LLC

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

- Exhibit A – Debarment Certification
- Exhibit B – Certification of Compliance with Wage Payment Statutes
- Exhibit C – City's Request for Bid

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 actual knowledge and belief, that its officers and directors:
 - 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 style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Name of Subrecipient / Contractor / Consultant (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Program Title (Type or Print)
<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Name of Certifying Official (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Signature
<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Title of Certifying Official (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Date (Type or Print)



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

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

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

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

Bidder’s Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Sole Proprietorship Partnership Joint Venture Corporation

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

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

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

EXHIBIT C



City of Spokane Invitation To Bid

BID

TO: CITY OF SPOKANE, WASHINGTON

PROJECT NAME: RFB 24-018 Facilities Parking Enfrce Bldg Parking Bay Spalled Concrete Repairs

BIDDER'S DECLARATION. The undersigned bidder certifies that it has examined the site, read and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations. The bidder is advised that by signature of this bid proposal it has acknowledged all bid requirements and signed all certificates contained herein.

BID OFFER. The price(s) listed in this bid proposal is tendered as an offer to furnish all labor, materials, equipment and supervision required to complete the proposed project in strict accordance with the contract documents. The bidder proposes to do the project at the following price:

BASE BID:	\$ <u>51,975.00</u>	Unit cost per s.f. for additional full depth concrete removal & repair (Include Retail Sales Tax)	\$ <u>755.37</u>
SALES TAX (9 %)	\$ <u>4,677.75</u>	Unit cost per s.f. for additional 3" depth concrete removal & repair (Include Retail Sales Tax)	\$ <u>377.68</u>
TOTAL BASE BID PRICE:	\$ <u>56,652.75</u>	Alt 3 Description or Delete (Include Retail Sales Tax)	\$ <u>NA</u>
TRENCH SAFETY SYSTEM, if excavation greater than four feet (4') deep:	\$ <u>NA</u>		

CONTRACTOR RESPONSIBILITY.

Washington State Contractor's Registration No.

CASCADES 85851

U.B.I. Number

603-496-026

Washington Employment Security Department Number

000-093966-00-4

Washington Excise Tax Registration Number

603-496-026

City of Spokane Business Registration Number

603-496-026

As of July 1, 2019, Contractor has fulfilled training requirement or is exempt from

L & I's Public Works Training Requirement under RCW 39.04.350 and RCW 39.06.020. (YES) (NO)

ADDENDA. The undersigned acknowledges receipt of addenda number(s) NA and agrees that their requirements have been included in this bid proposal.

The firm agrees that its Bid will NOT be withdrawn for a minimum of forty five (45) calendar days after the stated submittal date.

For contracts up to \$150,000.00 including tax, the Contractor may request for ten percent (10%) retainage in lieu of bond.
(YES) (NO)

The undersigned Bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

FIRM NAME: Cascade Industrial Services LLC
 SIGNATURE: [Signature]
 TITLE: Owner PHONE: 208-449-2520
 ADDRESS: 2462 W Chrisshan Court Rathbun, ID 83858



City of Spokane Invitation To Bid

Project Title: _____

SECTION I. BID PREPARATION AND EVALUATION

1. A pre-bid conference will be held on _____ at _____. The location will be _____.
2. **BID PREPARATION.** Bids shall be typed or printed in ink, prepared on the form furnished by the City of Spokane and signed by an authorized person of the Contractor's firm. If errors are made, the corrections shall be initialed by the person signing the Bid.
3. **SUBMISSION OF BIDS.** Submit one (1) copy of the Bid by _____ on _____ to _____ at _____, Spokane, WA _____.
4. **CONTRACTOR'S REPRESENTATION.** The Contractor by making its Bid represents that it has read and understands the specifications; and has visited the site and familiarized itself with the local conditions under which the Work is to be performed.
5. **QUALIFICATION.** Prior to the award of contract, the Contractor shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the Work, unless waived by the City.
6. **AWARD OF CONTRACT.** Award of contract, when made by the City, will be to the low responsive-responsible Contractor. Unsuccessful firms will not automatically be notified of results.
7. **PAYMENT.** Payment will be made via direct deposit/ACH after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.
8. **REJECTION OF BIDS.** The City reserves the right to reject any or all Bids, to waive minor deviations from the specifications, to waive minor informalities in Bid process whenever it is in the City's best interest, and to accept or reject all or part of this Request for Bids, at the prices shown.
9. **REGISTERED CONTRACTOR.** The Contractor shall be a Washington State registered or licensed Contractor at time of Bid submittal.
10. **PUBLIC WORK REQUIREMENTS.** The scope of work ("Work") for this Project constitutes a public work under state law. Contractors are warned to take into consideration statutory legal requirements, particularly, the payment of State prevailing wages, securing of a payment/performance bond from a Surety, and sales tax implications in making their Bids. As of July 1, 2019, contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020.
11. **CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES.** Before award of a public works contract, the bidder under consideration for award of a public works project must submit to the public agency a sworn statement that they have not willfully violated wage payment laws within the past three years in order to be considered a responsible bidder. (See RCW 39.04.350 as modified by SSB 5301, Laws of 2017, ch. 258.). This form is titled "Certification of Compliance with Wage Payment Statutes". This form must be submitted upon request by City.
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 business registration. The Vendor shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 1-360-705-6741 to obtain a business registration. If the Vendor 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.



City of Spokane Invitation To Bid

SECTION II. GENERAL REQUIREMENTS

1. **SCOPE OF WORK.** Unless otherwise stated, the Contractor shall furnish all labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary to complete the specified Work.
2. **PROJECT CONTACT.** The Project contact for the City of Spokane is:
 - Name: _____
 - Department: _____
 - Phone: _____
 - Email: _____
3. **COMPLETION TIME.** All Work under the contract shall be started after the date of Notice To Proceed (NTP). Work once started shall be completed by _____.
4. **LIQUIDATED DAMAGES.** If the Work is not completed within the stated completion time, the Contractor agrees to pay to the City liquidated damages in the amount of _____ for each and every calendar day the work remains uncompleted. Which is a reasonable forecast of the damages likely to occur if Work is unfinished by the completion date.
5. **INTENT OF SPECIFICATIONS.** The apparent silence or omission in the specifications as to any detail of the Work to be done or materials to be furnished means that the region’s best general practice shall prevail, and that material and workmanship of the best quality shall be used. The specifications shall be interpreted on this basis.
6. **WASHINGTON STATE RETAIL SALES TAX.**
 - A. **GENERAL CONSTRUCTION.** Retail sales tax, when applicable, will be paid as a separate item, and shall not be included in the Bid price. Sales tax shall be added on the amounts due the Contractor and the Contractor shall be responsible for making payment to the State. The City reserves the right to claim any exemption authorized by law.
 - B. **PUBLIC STREET IMPROVEMENTS.** If the technical requirements in the specifications indicate that all or a portion of the Work is a “public street improvement” as defined by state law, the Contractor shall include all contractor-paid taxes, including use taxes on materials in its Bid price. The City will NOT pay retail sales tax as a separate item.
7. **PERMITS.** The Contractor shall be responsible for obtaining at its expense all related and necessary permits required by regulatory agencies.
8. **GUARANTY.** The Contractor guarantees all work, labor and materials for one (1) year following final acceptance of the Work. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the Work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply to Work, which has been abused or neglected by the City.
9. **SUBCONTRACTORS.** The Contractor shall not award any portion of the Work to any subcontractor without the City’s prior approval. The Contractor shall be fully responsible to the City for the acts, errors and omissions of its subcontractors. No contractual relationship shall be created between any subcontractor and the City.
10. **INSURANCE.** During the term of the Contract, the Contractor shall maintain in force at its own expense, the below insurance coverage(s):
 - 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 for bodily injury and property damage. It shall include premises and operations, independent contractors, products and completed operations, personal injury liability, and contractual liability coverage for the indemnity provided under the contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor’s services to be provided under the contract;
 - i. Acceptable supplementary Umbrella insurance coverage, combined with the Contractor’s General Liability insurance policy must be a minimum of \$1,500,000, in order to meet the insurance coverages required under this Contract;



City of Spokane Invitation To Bid

- c. Property Insurance if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of the improvement. Hazard or XCU (Explosion, Collapse, Underground) Insurance should be provided if any hazard exists; and
- d. 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 insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. The Contractor shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns the signed Contract. The certificate shall specify the City of Spokane as “additional insured”, and all of the parties who are additional insured; as well as applicable policy endorsements and the deduction or retention level. Insuring companies or entities are subject to City acceptance.

11. PERFORMANCE BOND. The Contractor shall furnish, at its sole expense, a performance and payment bond equal to one hundred percent (100%) of the contract price. The bond shall insure faithful and complete performance of the contract and payment of all obligations to laborers and material men arising from the Project. The bond shall be executed by a Surety company authorized to do business in Washington State, and shall remain in effect for one (1) year following final acceptance of the Work. Unless approved by the City, the Surety’s name shall appear on the United States Treasury Department’s list of authorized Sureties - Circular 570.

On contracts of \$150,000 or less, in lieu of a surety bond, at the request of the Contractor, the City may retain ten percent (10%) of the contract price for a minimum of forty five (45) days following final acceptance, or until receipt of all releases and settlement of liens, whichever is later, in accord with RCW 39.08.010.

12. PREVAILING WAGES - LOCAL AND STATE ASSISTED CONSTRUCTION.

- A. The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries (L & I).
- B. The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries:

<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>.

Based on the Bid submittal deadline for this Project, the applicable effective date for State prevailing wages for this Project is _____.

- C. If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid State prevailing journeyman wages.
13. RETAINAGE. Pursuant to chapter 60.28 RCW, the City will retain five percent (5%) (or ten percent (10%) at Contractor’s request) from the monies earned by the Contractor. This Retainage shall be held as a trust fund for the protection and payment: (1) to the State of taxes and fees owed by the Contractor; and (2) of any person, mechanic, subcontractor or material man who performs any labor or furnishes any supplies toward the Work. Release of Retainage will be made at a minimum of forty five (45) days following final acceptance of the Work; provided the following conditions are met:
 - a. The City has received from the Contractor and each subcontractor a copy of the “Statement of Intent to Pay Prevailing Wages” and an “Affidavit of Wages Paid”, approved by the State Department of Labor and Industries (L & I).
 - b. On contracts greater than \$35,000, the City has received releases from the State Departments of Revenue (DOR), Labor & Industries and Employment Security.
 - c. No claims, as provided by law, have been filed against the Retainage.

In the event a claim is filed, the Contractor shall be paid a portion of the Retainage, which is less than the amount sufficient to pay the claim and potential legal costs.



City of Spokane Invitation To Bid

SECTION III. TECHNICAL REQUIREMENTS

1. PERFORMANCE. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, permits, organization and other items of work and cost necessary for the proper execution and completion of the described Work.
2. ATTACHMENTS. The following file(s) has been added as an attachment to help explain the scope of work.
3. SCOPE OF WORK.



City of Spokane Invitation To Bid

BID

TO: CITY OF SPOKANE, WASHINGTON

PROJECT NAME: _____

BIDDER'S DECLARATION. The undersigned bidder certifies that it has examined the site, read and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations. The bidder is advised that by signature of this bid proposal it has acknowledged all bid requirements and signed all certificates contained herein.

BID OFFER. The price(s) listed in this bid proposal is tendered as an offer to furnish all labor, materials, equipment and supervision required to complete the proposed project in strict accordance with the contract documents. The bidder proposes to do the project at the following price:

BASE BID: \$ _____

SALES TAX (9 %) \$ _____

TOTAL BASE BID PRICE: \$ _____

TRENCH SAFETY SYSTEM,
if excavation greater
than four feet (4') deep: \$ _____

CONTRACTOR RESPONSIBILITY.

Washington State Contractor's Registration No. _____

U.B.I. Number _____

Washington Employment Security Department Number _____

Washington Excise Tax Registration Number _____

City of Spokane Business Registration Number _____

As of July 1, 2019, Contractor has fulfilled training requirement or is exempt from
L & I's Public Works Training Requirement under RCW 39.04.350 and RCW 39.06.020. (YES) (NO)

ADDENDA. The undersigned acknowledges receipt of addenda number(s) _____ and agrees that their requirements have been included in this bid proposal.

The firm agrees that its Bid will NOT be withdrawn for a minimum of forty five (45) calendar days after the stated submittal date.

For contracts up to \$150,000.00 including tax, the Contractor may request for ten percent (10%) retainage in lieu of bond.
(YES) (NO)

The undersigned Bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

FIRM NAME: _____

SIGNATURE: _____

TITLE: _____ PHONE: _____

ADDRESS: _____



City of Spokane Invitation To Bid

SUBCONTRACTOR LIST _____

PROJECT TITLE: _____

PROPOSED SUBCONTRACTORS/SUPPLIERS TO BE USED ON THE PROJECT ARE: (USE ADDITIONAL PAGES IF NECESSARY)

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT \$ _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT \$ _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT \$ _____

CONTRACTOR'S REGISTRATION NO. _____

NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT

Date

Signature of Authorized Representative



FACILITIES PROJECT - WORK SCOPE

Date: 7/22/2024

Department: Facilities

Project: Parking Building Facility – Parking Bay Spalled Concrete Repairs

Project Coordinator: Dave Steele
509-625-6064

Project Narrative:

Contractor shall be required to secure all required permits necessary to complete this work.

Contractor shall provide all permit submittals, labor, materials, equipment, safety equipment, and proper disposal of debris or project waste necessary for completing this work.

Contractor shall protect all existing adjacent finishes and surfaces during all phases of this work.

Contractor shall be required to submit a detailed work plan prior to pre-construction walkthrough for review, revision, and approval by City Facilities.

1. Contractor shall complete necessary concrete repairs to the (2) two identified spall areas in the parking building, Bay 11.
2. Contractor shall complete work as identified in the Limited Condition Assessment prepared by Veritas Material Consulting, Dated June 24th, 2024.
3. Contractor shall provide submittals for approval for all materials to be utilized in the repairs as noted on page 6, Table 2 of the report.
4. Large Spall Repair
 - a. Contractor shall remove and repair 60 s.f. of 5" thick concrete as identified on page 6, Table 1 of the report.
 - b. Contractor shall provide a unit cost per s.f. for additional full depth concrete removal and repair.
 - i. Additional s.f. will require preapproval.
5. Small Spall Repair
 - a. Contractor shall remove and repair 30 s.f. of 3" thick concrete as identified on page 6, Table 1 of the report.
 - b. Contractor shall provide a unit cost per s.f. for additional 3" depth concrete removal and repair.
 - i. Additional s.f. will require preapproval.
6. All work shall require coordination with the Parking Services Team



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/22/2024

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 BRIAN GOETZ INSURANCE AGENCY INC 840 W KATHLEEN AVE COEUR D ALENE ID 83815-9405	CONTACT NAME: ADRIANE MEKSCH PHONE (A/C, No, Ext): 208-667-6468 FAX (A/C, No): 208-667-6460 E-MAIL ADDRESS:																				
	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A :</td> <td>State Farm Fire and Casualty Company</td> <td>25143</td> </tr> <tr> <td>INSURER B :</td> <td>State Farm Mutual Automobile Insurance Company</td> <td>25178</td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td>Idaho State Insurance Fund</td> <td>36129</td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	State Farm Fire and Casualty Company	25143	INSURER B :	State Farm Mutual Automobile Insurance Company	25178	INSURER C :			INSURER D :	Idaho State Insurance Fund	36129	INSURER E :			INSURER F :	
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INSURER E :																					
INSURER F :																					
INSURED CASCADE INDUSTRIAL SERVICES, LLC CHARLES L DALLY JR 2462 W CHRISSHAN CT RATHDRUM ID 83858-5103																					

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	93-BV-X258-6	05/21/2024	05/21/2025	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$						
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS			088 9570-E21-12	05/21/2024	11/21/2024	COMBINED SINGLE LIMIT (Ea accident) \$
				088 1684-E21-12	05/21/2024	11/21/2024	BODILY INJURY (Per person) \$ 1,000,000
				089 7435-E21-12	05/21/2024	11/21/2024	BODILY INJURY (Per accident) \$ 1,000,000
				094 4186-E21-12	05/21/2024	11/21/2024	PROPERTY DAMAGE (Per accident) \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			93-BH-P746-8	05/21/2024	05/21/2025	EACH OCCURRENCE \$ 5,000,000
	AGGREGATE \$						
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		649272	04/08/2024	04/08/2025	<input checked="" type="checkbox"/> PER STATUTE <input checked="" 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

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

CONCRETE RESTORATION AND RESURFACING
 CITY OF SPOKANE IS INCLUDED AS AN ADDITIONAL INSURED IN ACCORDANCE WITH THE POLICY PROVISION OF THE GENERAL LIABILITY POLICY AS REQUIRED BY WRITTEN CONTRACT
 JOB: PARKING ENFORCEMENT / PARKING BAY CONCRETE REPAIRS

CERTIFICATE HOLDER**CANCELLATION**

CITY OF SPOKANE PLANNING AND DEVELOPMENT SERVICES 808 W SPOKANE FALLS BLVD SPOKANE WA 99201-3343	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>Adriane M Meksch LSAS</i>
---	---

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< Business Lookup

License Information:

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

Entity name: CASCADE INDUSTRIAL SERVICES LLC
Business name: CASCADE INDUSTRIAL SERVICES LLC
Entity type: [Limited Liability Company](#)
UBI #: 603-496-026
Business ID: 001
Location ID: 0002
Location: Active
Location address: 24665 N HUNTERS GROVE CT
 RATHDRUM ID 83858-5103
Mailing address: 2462 W CHRISSHAN CT
 RATHDRUM ID 83858-2400

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
Moses Lake General Business - Non-Resident	BUS2019-0707			Active	Sep-30-2025	Nov-13-2019
Spokane General Business - Non-Resident				Active	Sep-30-2025	May-26-2021

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

Governing people	Title
DALLY, CHARLES	



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The Business Lookup information is updated nightly. Search date and time: 9/24/2024 9:36:49 AM

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Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 09/23/2024

Committee Agenda type: Consent

Date Rec'd 8/30/2024

Clerk's File # OPR 2024-0861

Cross Ref #

Project #

Council Meeting Date: 10/07/2024

Submitting Dept	MAYOR	Bid #	
------------------------	-------	--------------	--

Contact Name/Phone	ADAM X6779	Requisition #	CR026683
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Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG		
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Agenda Item Type	Contract Item		
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Council Sponsor(s)	MCATHCART	BWILKERSON	ZZAPPONE
---------------------------	-----------	------------	----------

Agenda Item Name	5750 - APPROVAL OF CONTRACT WITH GENERAL CODE LLC FOR \$55,450 -		
-------------------------	--	--	--

Agenda Wording

Approval of contract with General Code LLC (New York) in the amount of \$55,450 for technical review of the Spokane Municipal Code, commencing October 1, 2024 and expiring September 30, 2026.

Summary (Background)

Spokane Municipal Code had its last detailed review in 2007. The SMC is overdue for comprehensive legal review to identify obsolete language, correct inconsistencies, and identify needed technical changes, all with a view of adopting corrective amendments as needed. General Code LLC of New York was selected as the preferred vendor after competitive bidding, IRFP 6094-24. The project is expected to last 18-24 months. The proposed contract is for \$55,450 for the period from 10/1/24 through 09/30/26

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost	\$ 55,450
------------	-----------

Current Year Cost	\$ 55,450
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Subsequent Year(s) Cost	\$ 0
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Narrative

Contract will be overseen by the Mayor's office with assistance from council staff, IT, City Clerk and PMO. Included in the Project Management Office Budget (5750-73250-18880-54201-99999)

Amount

Budget Account

Expense	\$ 55,450	# 5750-73250-18880-54201-99999
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#

Committee Briefing Paper

Finance & Administration Committee

Committee Date	09/23/24
Submitting Department	City Council / Mayor
Contact Name	Chris Wright / Adam McDaniel
Contact Email & Phone	cwright@spokanecity.org / (509) 625-6210
Council Sponsor(s)	Cathcart, Wilkerson, Zappone
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested:
Agenda Item Name	5750 - Contract approval for review of Spokane Municipal Code
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>Project: Spokane Municipal Code Recodification and Legal Review</p> <p>It is recommended that municipal code review occur at least every ten years. Spokane Municipal Code had its last significant review in 2007. The SMC is overdue for detailed legal review to identify obsolete language, correct internal inconsistencies, and other needed technical changes, all with a view of possibly adopting corrective amendments as needed.</p> <p>With the guidance of the PMO and City Purchasing, the City solicited requests for proposals from vendors to conduct the SMC review and possibly provide web-hosting and other related services pertaining to the maintenance and updating of the SMC. The proposals were received and scored, and General Code LLC of New York was selected as the preferred vendor.</p> <p>The proposed contract is for \$55,450, excluding tax, for the initial SMC legal overview and a report with detailed recommendations for changes. The term of the agreement begins on October 1, 2024, and ends on September 30, 2026. The project is expected to take 18-24 months and will be overseen by the Mayor's office, with significant involvement of individuals from the PMO, city legal, city council, the City Clerk and IT.</p> <p>The contract anticipates possible web-hosting and other related services for the municipal code, but these services are not being contracted for at this time.</p>
Fiscal Impact Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: Click or tap here to enter text. Current year cost: \$55,450 Subsequent year(s) cost: TBD	
Narrative: Project is funded through the PMO office (5750-73250-18880-54201-99999). Contract performance will extend over a 24-month period.	
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? **Yes**

Expense Occurrence One-time Recurring N/A

Other budget impacts: (revenue generating, match requirements, etc.) **None identified**

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

- What impacts would the proposal have on historically excluded communities?

None known or identified; however, the project fits within the City's goal of ensuring easy public access to a current Spokane Municipal Code as well as archival history of code changes.

- 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?

Not applicable.

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

The contract with General Code is expected to produce a detailed report outlining recommended changes to the municipal code.

- 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?

Maintenance and updating of the Spokane Municipal Code is an essential and fundamental function of city government. The overview of the SMC will ensure that obsolete, vague and conflicting provisions are identified and amended as needed.

Council Subcommittee Review

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

No council subcommittee. Not applicable.



City of Spokane
CONSULTANT AGREEMENT
Title: SMC RECODIFICATION PROJECT

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **GENERAL CODE LLC**, whose address is 781 Elmgrove Road, Rochester, New York 14624 as (“Consultant”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the purpose of this Agreement is for the SMC Recodification and Legal Review Project; and

WHEREAS, the Consultant was selected from a Request for Proposals issued by the City.

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on October 1, 2024, and ends on September 30, 2026, unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.

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

The City shall be responsible for the correctness and accuracy of the information it supplies to the Consultant. By acquiring an online hosted code, the City hereby requests that City content be posted online, and the City will be responsible for the presentation, accuracy and completeness of the City content provided, and the Consultant will be entitled to post that content without review or editing. Further, the City is responsible for providing the Consultant with timely decisions and answers to questions raised by the Consultant, for inclusion of sufficient funds in the budget to pay the Consultant for services, and for the prompt payment of invoices. The City shall also be responsible for completing its work in accordance with the Performance Schedule. Consultant shall not be responsible or liable for any delay or failure of performance caused in whole or in part by City’s delay in performing, or failure to perform, any of its obligations under this Agreement, which shall include providing responsive information to Consultant necessary for Consultant’s timely performance hereunder.

3. SCOPE OF WORK.

The General Scope of Work for this Agreement is described in the City's Informal Request for Proposal and Consultant's Proposal dated April 3, 2024, attached as Exhibit B. In the event of a conflict or discrepancy in the contract documents, this City Agreement controls.

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

The Consultant shall be responsible for the performance of the services provided for in this Agreement in accordance with the "Performance Schedule." The Consultant shall be responsible for the correctness and accuracy of its work, based upon the material and information supplied by the City, as reflected in the completed codification, supplementation and online hosted code updates delivered to the City. Regardless of the City's acceptance of completed materials when delivered, the Consultant shall correct errors found either by the City or the Consultant.

The Consultant warrants to the City that the Licensed Program will perform substantially in accordance with the accompanying written materials for a period of one year from the date of receipt. The Consultant's warranties provided hereunder do not extend to failures arising out of (i) incorrect or insufficient data, specifications or instructions provided by the CITY or (ii) work or services performed by others.

THE CONSULTANT DOES NOT WARRANT THAT SOFTWARE WILL BE ERROR FREE OR WILL OPERATE UNINTERRUPTED. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED OR STATUTORY. IMPLIED WARRANTIES OF FITNESS AND MERCHANTABILITY SHALL NOT APPLY. THE CONSULTANT'S WARRANTY OBLIGATIONS AND THE CITY'S REMEDIES HEREUNDER ARE SOLELY AND EXCLUSIVELY AS STATED HEREIN.

A. CITY RESPONSIBILITIES

The City shall be responsible for the correctness and accuracy of the information it supplies to the Consultant ("City Content"). By acquiring an online hosted code, the City hereby requests that City Content be posted online, and the City will be responsible for the presentation, accuracy and completeness of the City Content provided, and the Consultant will be entitled to post that City Content without review or editing. Further, the City is responsible for providing the Consultant with timely decisions and answers to questions raised by the Consultant, for inclusion of sufficient funds in the budget to pay the Consultant for services, and for the prompt payment of invoices. The City shall also be responsible for completing its work in accordance with the "Performance Schedule."

B. CITY PRIMARY CONTACT.

The City shall identify, and name, an appropriate individual, with corresponding contact information, including electronic mail address, as the "Primary Contact" with whom the Consultant should communicate matters regarding the online code, such as maintenance notifications, and who has the authority to make requests including release of City data, both internally to the Consultant and to the City, restoration of data, and other configuration changes.

C. SYSTEM MONITORING.

The Consultant will not systematically monitor City Content, but the Consultant reserves the right to review City Content from time to time at its discretion. The Consultant reserves the right to (a) disable access to or delete any City Content which it determines in its sole discretion (such discretion to be exercised in good faith) to be illegal, obscene, threatening, defamatory, fraudulent, infringing, harassing, or otherwise offensive, and (b) disable access to or delete any other City Content under justified exigent circumstances, as such circumstances are determined in good faith by the Consultant.

4. COMPENSATION.

Total compensation for Consultant's services under this Agreement shall not exceed **FIFTY-FIVE THOUSAND FOUR HUNDRED FIFTY AND NO/100 DOLLARS (\$55,450.00)**, excluding tax, if applicable, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.

The Consultant shall submit its applications for payment to City of Spokane Mayor's Office, 808 West Spokane Falls Blvd., 7th Floor, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Consultant's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Consultant prior to withholding any portion of the invoice in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6. REIMBURSABLES

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

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. **Airfare:** Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
- E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate for the city in which the work is performed. *Receipts are not required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall

detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.

- F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)
- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in effect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.

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

7. TAXES, FEES AND LICENSES.

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

8. CITY OF SPOKANE BUSINESS LICENSE.

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

9. SOCIAL EQUITY REQUIREMENTS.

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

10. INDEMNIFICATION.

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

11. TERMS AND CONDITIONS.

Notwithstanding Section 10. Indemnification, the City agrees to indemnify, defend, and hold the Consultant harmless from and against any and all claims, demands, suits, liabilities, losses, damages, expenses (including reasonable attorneys' fees), and judgments incurred by the Consultant arising out of or relating to:

- The City's use of the online code;
- The content, quality, or performance of the City's Content;
- The City's breach of this Agreement;
- The City's infringement upon the rights of any other person or entity.

The cumulative liability of the CONSULTANT, and its licensors for all obligations, warranties and guaranties, whether express or implied, with respect to services performed hereunder shall be limited to the amount paid to the CONSULTANT pursuant to this Agreement. The CONSULTANT, and its licensors shall not be liable to the City or any other person or entity for lost profits, revenues, use, opportunities, or data, or any indirect, special, incidental, punitive or consequential damages arising from the performance or nonperformance of services or the use or inability to use any software or product, irrespective of whether the claims or actions for such damages are based upon contract, tort, negligence, strict liability, warranty or otherwise.

12. INSURANCE.

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

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

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

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

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

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

13. DEBARMENT AND SUSPENSION.

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

14. AUDIT.

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

15. INDEPENDENT CONSULTANT.

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

16. KEY PERSONS.

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

17. ASSIGNMENT AND SUBCONTRACTING.

The Consultant shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in good faith at the City's sole discretion; however, Consultant may, without the other party's consent, transfer this Agreement or any of its rights and obligations under this Agreement, to any of its affiliated entities, including but not limited to International Code Council, Inc., General Code Enterprises, LLC, ICC Codification, Inc., American Legal Publishing, LLC and/or American Legal Publishing Corporation. Any subcontract made by the Consultant shall incorporate by reference this Agreement, except as otherwise provided. The Consultant shall require that all subconsultants comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the consultant from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

18. CITY ETHICS CODE.

- A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.

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

19. NO CONFLICT OF INTEREST.

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

20. ERRORS AND OMISSIONS, CORRECTIONS.

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

21. INTELLECTUAL PROPERTY RIGHTS.

Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.

I. DEFINITIONS

(i) "Licensed Program" shall mean the Consultant software product eCode360® and any other software product provided to the City by the Consultant or its affiliates or licensors pursuant to the Proposal.

(ii) "Update" means a new release of the Licensed Software made available by the Consultant to its customers, containing bug fixes and minor modifications or enhancements, but not a new version containing significant new features, as determined by the Consultant in its sole discretion.

(iii) "Use" shall mean accessing, downloading, copying or duplication of any portion of a Licensed Program from the Internet, storage units or media for processing or the utilization of the Licensed Program for its intended purpose.

II. LICENSE GRANT

The Consultant hereby grants the City a non-exclusive, non-transferable, non-licensable, non-assignable license to Use the Licensed Program.

III. PROPRIETARY RIGHTS; RESTRICTIONS

The Licensed Program provided by the Consultant is proprietary and owned by the Consultant and/or its affiliates and licensors. The City acknowledges that the Licensed Program is licensed, not sold, and agrees to respect all proprietary rights associated with it. The City shall use the Licensed Program solely as permitted by this Agreement and shall not decompile, disassemble, reverse engineer, sublicense, sell, distribute, rent, or disclose the Licensed Program in any form without the express written permission of the Consultant.

The City shall not use the Licensed Program to infringe on any third party's intellectual property rights or violate any applicable laws or regulations. Furthermore, the City shall not use the Licensed Program for any actions that are defamatory, trade libelous, threatening, harassing, or obscene. Upon the City's request, the Consultant shall promptly deliver all materials related to the Licensed Program, including source code, upgrades, modifications, and other related documents or materials developed solely for and paid for by the City to perform the Work.

The City will retain all rights, including copyrights, and title to the text of its municipal code (the "Code") but hereby grants to the Consultant the right and license to use, reproduce, adapt, distribute, display and advertise the Code, and to digitize the Code and to prepare, reproduce, publish, distribute, transmit, perform, display, broadcast, upload, download, communicate to the public, lend or otherwise transfer or make available or store in any medium a copy of the Code whether or not adapted or abridged on its own or in combination with any other work by means of or through any electronic medium, including, digital, optical and magnetic information storage and retrieval platforms or systems, on-line, electronic or other reproduction, transmission or publication, or by any other means whether now known or subsequently developed.

All computer software and other intellectual property of the Consultant used in performing its services shall remain the property of the Consultant and/or its affiliates and/or licensors. Model building codes and/or other model codes used by the Consultant in the Licensed Program or otherwise in performing its services shall remain the property of the Consultant and/or its affiliates, and no ownership or other proprietary right in those model codes is conveyed in the City.

- B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.
- C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

22. CONFIDENTIALITY.

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

23. DISPUTES.

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

24. TERMINATION.

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section

shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination. If the City fails to pay any amount payable to the Consultant under this Agreement, including maintenance fees, when due, the Consultant may terminate this Agreement upon 30 days prior written notice to the City.

- 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.

25. EXPANSION FOR NEW WORK.

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

26. MISCELLANEOUS PROVISIONS.

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

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

herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

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

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

GENERAL CODE LLC

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments:

Exhibit A – Certificate Regarding Debarment

Exhibit B – Consultant's RFP Response dated April 3, 2024

EXHIBIT A

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

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

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

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

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

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

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

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

EXHIBIT B

ATTACHMENT “B” COST PROPOSAL

Recodification

\$55,450

- > Project Launch
- > Conversion of 2,600 page Code into an XML Document
- > Organizational Analysis
- > Digital Manuscript
- > Editorial and Legal Analysis
- > Code Review Platform
- > Editorial Work
- > Proofreading
- > Digital Draft
- > Comprehensive Index
- > Disposition List
- > Derivation Table, if applicable
- > Code Adoption Legislation
- > eCode360, 1st year
- > PDF of Code (downloaded from eCode360)
- > eCode360 Search App

Source Material Scope

This proposal only considers legislation submitted for review, which will be included within this project's scope. The proposed scope of work and price is based on an estimate of up to 2,600 pages, which will be included within the scope of this project. If upon further detailed review the total quantity of legislation is found to be larger than our estimate, additional pages shall be charged at a rate of \$21.00 per page. A “page” shall be defined as the printed area on one side of a sheet of paper; a sheet of paper may include two pages. *General Code* requests that the City set up a process during the project to routinely send any new legislation upon adoption. These additional materials will be included in the Code up to the point where the editorial work has been completed and shall be subject to an additional charge at the end of the project.

Optional Hyperlinking Services

\$5,000

Hyperlinking is an editorial service to ensure that the links are not broken and will not include legal review and no substantive changes will be made to the language contained within the code. We offer an initial hyperlinking option and will only link them as they are currently cited. Within the recodification project, we can update the references without an ordinance, as the City will be readopting the entire code upon completion of the project.

Example:

B. Infraction/Violation Class.
 Penalty Schedule – Utilities (See Linked Document)
 C. In addition a third or greater number of violations of chapter 13.03A SMC twelve-month period is subject to a civil infraction penalty of one thousand per violation, with each day of a violation a new and separate violation.

Web Hosting on eCode360

\$995

The web hosting fee is an annual recurring flat fee that begins one year from the initial posting of eCode360. Therefore, we recommend that the City budget for this service each year. The fee covers annual licensing, web hosting, posting of new legislation between regular Code supplements. Please note that this does not include the cost for codifying new legislation.

On-Going Supplementation of the Code

\$22.50 per page

- > Code pages containing images, diagrams, tables, or graphs will incur an additional \$10.00 per page charge.
- > The City has the option for an alternative supplementation pricing model of being billed under an annual billing plan, which would better enable the City to plan its supplementation budget.

Performance and Payment Schedule

Deliverable	Delivery Date	Payment Milestone
Contract Signing	Within 30 days of contract signing	20% of total project price due
Submission of the Organizational Analysis	Within 80 days of contract signing and receipt of the materials; the City has 30 days for review	20% of total project price due
Submission of the Editorial and Legal Analysis with Digital Manuscript	Within 180 days of receipt of the responses to the Organizational Analysis; the City has 100 days for review	30% of total project price due
Submission of Digital Draft	Within 145 days of receipt of responses to the Editorial and Legal Analysis; the City has 45 days to review	20% of total project price due
Final Publication of the Code to eCode360	Within 30 days of approval to proceed with the publication of the Code	Balance of total project price due

Note: Performance schedule reflects only business days excluding legal holidays.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/01/2024

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 Paradigm Risk Management 1016 West Jackson Blvd. Chicago, IL 60607	CONTACT NAME: Kevin Greer PHONE (A/C, No, Ext): 312-332-6900 E-MAIL ADDRESS: Kevin_Greer@prm-ins.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED General Code Enterprises, LLC DBA General Code, LLC 781 Elmgrove Road Rochester, NY 14624	INSURER A: The Charter Oak Fire Insurance Company	25615
	INSURER B: Travelers Property Casualty Company of America	25674
	INSURER C: Travelers Indemnity Company	25658
	INSURER D: Axis Insurance Company	37273
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	P-630-4P243453-COF-24	01/01/2024	01/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ N/A GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
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	Y	Y	810-4P247403-24-43-G	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CUP-4P258466-24-43	01/01/2024	01/01/2025	EACH OCCURRENCE \$ 12,000,000 AGGREGATE \$ 12,000,000
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 N	N/A	UB-4P245919-24-43-G	01/01/2024	01/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability			P-001-000066542-06	01/01/2024	01/01/2025	\$10,000,000 Each Claim \$10,000,000 Annual Aggregate

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

Certificate Holder is an additional insured for General Liability and Automobile Liability, when required by written contract or agreement. The policy provides primary non-contributory and waiver of subrogation when required by written contract or agreement.

CERTIFICATE HOLDER**CANCELLATION**

City of Spokane 808 W Spokane Falls Blvd Spokane WA 99201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED
(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:
 COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.
- b. The insurance provided to such additional insured does not apply to:

- (1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

- (b) Supervisory, inspection, architectural or engineering activities.

- (2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

- c. The additional insured must comply with the following duties:

- (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

- (a) How, when and where the "occurrence" or offense took place;

- (b) The names and addresses of any injured persons and witnesses; and

- (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- (2) If a claim is made or "suit" is brought against the additional insured:

- (a) Immediately record the specifics of the claim or "suit" and the date received; and
- (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "bodily injury" or "property damage", provided that:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that

is used to heat, cool or dehumidify the building, or produced by or originating from equipment that is used to heat water for personal use by the building's occupants or their guests;

- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) If such "pollutants" are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed

to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are or were at any time performing operations to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

- (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) 50 feet long or less; and
 - (b) Not being used to carry any person or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify as "mobile equipment" under the definition of "mobile equipment" if such land vehicle were not subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged; or

- (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage" arising out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and

accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

However, this exclusion does not apply to liability for damages because of "bodily injury".

q. Unsolicited Communication

"Bodily injury" or "property damage" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

r. Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

s. Asbestos

(1) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "bodily injury" or "property damage" is caused or contributed to by the hazardous properties of asbestos.

(2) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "bodily injury" or "property damage" described in Paragraph (1) above.

(3) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

t. Employment-Related Practices

"Bodily injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the

employment-related practices described in Paragraph (a), (b), or (c) above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury".

Exclusions c. through n. do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

This exclusion does not apply to "personal injury" caused by malicious prosecution.

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Or Used Prior To Policy Period

- (1) "Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or
- (2) "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Because of "personal injury" assumed by you in a contract or agreement that is an "insured contract", provided that the "personal injury" is caused by an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "personal injury", provided that:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed by you in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party

against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

f. Breach Of Contract

"Advertising injury" arising out of a breach of contract.

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Intellectual Property

"Personal and advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

- (1) Copyright;
- (2) Patent;
- (3) Trade dress;
- (4) Trade name;
- (5) Trademark;
- (6) Trade secret; or
- (7) Other intellectual property rights or laws.

This exclusion does not apply to:

- (1) "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or
- (2) Any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" caused by an offense committed by an insured whose business is:

- (1) Advertising, "broadcasting" or publishing;

- (2) Designing or determining content of websites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a.(1), (2) and (3) of the definition of "personal injury".

For the purposes of this exclusion:

- (1) Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and
- (2) The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts or owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or

neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury" arising out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Unsolicited Communication

"Personal and advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

q. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

r. Asbestos

- (1) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "personal and advertising injury" is caused or contributed to by the hazardous properties of asbestos.
- (2) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "personal and advertising injury" described in Paragraph (1) above.
- (3) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or

assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

- (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

s. Employment-Related Practices

"Personal injury" to:

- (1) A person arising out of any:
- (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" to that person at whom any of the employment-related practices described in Paragraph (a), (b), or (c) above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "personal injury".

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
- (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or

(3) Because of your operations; provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been

assumed by the insured in the same "insured contract";

- d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverages – Coverage A – Bodily Injury And Property Damage Liability or Paragraph 2.e. of Section I – Coverages – Coverage B – Personal And Advertising Injury Liability, such payments will not be deemed to be damages for "bodily injury", "property damage" or "personal injury", and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
 - a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer

workers" while performing duties related to the conduct of your business;

- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Property damage" to property:

- (a) Owned, occupied or used by;
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
- b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.

- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
 - e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:
 - (1) 50 feet long or less; and
 - (2) Not being used to carry any person or property for a charge.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. An organization, other than a partnership, joint venture or limited liability company; or
 - b. A trust;
- as indicated in its name or the documents that govern its structure.
4. Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that:
- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
 - b. The insurance provided to such premises owner, manager or lessor does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.
5. Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" that:
- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
 - b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after the equipment lease expires.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint

venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Section II – Who Is An Insured.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal injury" and "advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A; and
 - b. Medical expenses under Coverage C;
 because of all "bodily injury" and "property damage" arising out of any one "occurrence".
 For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part; or
- b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part.

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.
 You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.
- e. The following provisions apply to Paragraph a. above, but only for purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:
- (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, or limited liability company), any of your trustees who is an individual (if you are a trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.
- (2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:
- (a) Any individual who is:
- (i) A partner or member of any partnership or joint venture;
- (ii) A manager of any limited liability company;
- (iii) An executive officer or director of any other organization; or
- (iv) A trustee of any trust;
- that is your partner, joint venture member, manager or trustee; or
- (b) Any employee authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.
- (3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraph e.(1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.
- However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.
- 3. Legal Action Against Us**
- No person or organization has a right under this Coverage Part:
- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.
- A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

4. Other Insurance

If valid and collectible other insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as described in Paragraphs **a.** and **b.** below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

- (i) Another insurance company;
- (ii) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit provision of Paragraph **5.** of Section **III** – Limits Of Insurance or the Non cumulation of Personal and Advertising Injury Limit provision of Paragraph **4.** of Section **III** – Limits of Insurance applies because the Amendment – Non Cumulation Of Each Occurrence Limit Of Liability And Non Cumulation Of Personal And Advertising Injury Limit endorsement is included in this policy;
- (iii) Any risk retention group; or
- (iv) Any self-insurance method or program, in which case the insured will be deemed to be the provider of other insurance.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

As used anywhere in this Coverage Part, other insurer means a provider of other insurance. As used in Paragraph **c.** below, insurer means a provider of insurance.

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below, except when Paragraph **d.** below applies.

b. Excess Insurance

- (1) This insurance is excess over:
 - (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

- (ii) That is insurance for "premises damage";

- (iii) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to any exclusion in this Coverage Part that applies to aircraft, "autos" or watercraft;

- (iv) That is insurance available to a premises owner, manager or lessor that qualifies as an insured under Paragraph **4.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies; or

- (v) That is insurance available to an equipment lessor that qualifies as an insured under Paragraph **5.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies.

- (b) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.

- (2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

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

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

- (b) The total of all deductible and self-insured amounts under all that other insurance.

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

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

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

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Advertising injury":
- a. Means injury caused by one or more of the following offenses:
 - (1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;
 - (2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:
 - (a) Appropriates a person's name, voice, photograph or likeness; or
 - (b) Unreasonably places a person in a false light; or
 - (3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".
 - b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.
3. "Auto" means:
- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged.
- However, "auto" does not include "mobile equipment".
4. "Bodily injury" means:
- a. Physical harm, including sickness or disease, sustained by a person; or
 - b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.
5. "Broadcasting" means transmitting any audio or visual material for any purpose:
- a. By radio or television; or
 - b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:
 - (1) Radio or television programming being transmitted;
 - (2) Other entertainment, educational, instructional, music or news programming being transmitted; or
 - (3) Advertising transmitted with any of such programming.
6. "Coverage territory" means:
- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;
 provided the insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in Paragraph a. above, or in a settlement we agree to.
7. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

- 10. "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.
- 11. "Hostile fire" means a fire which becomes uncontrollable or breaks out from where it was intended to be.
- 12. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

- 13. "Insured contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle,

tracks, roadbeds, tunnel, underpass or crossing;

- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (2) above and supervisory, inspection, architectural or engineering activities.
- 14. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- 15. "Loading or unloading" means the handling of property:
 - a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
- 16. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
 - a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

- (1) Power cranes, shovels, loaders, diggers or drills; or
- (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
- (2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".

17. "Occurrence" means:

- a.** An accident, including continuous or repeated exposure to substantially the same general harmful conditions; or

b. An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

18. "Personal and advertising injury" means "personal injury" or "advertising injury".

19. "Personal injury":

a. Means injury, other than "advertising injury", caused by one or more of the following offenses:

- (1) False arrest, detention or imprisonment;
- (2) Malicious prosecution;
- (3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;
- (4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or
- (5) Oral or written publication, including publication by electronic means, of material that:
 - (a) Appropriates a person's name, voice, photograph or likeness; or
 - (b) Unreasonably places a person in a false light.

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.

20. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

21. "Premises damage" means:

- a. With respect to the first paragraph of the exceptions in Exclusion j. of Section I – Coverage A – Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of seven or fewer consecutive days, including the contents of such premises; or

- b. With respect to the exception to Exclusions c. through n. in the last paragraph of Paragraph 2. of Section I – Coverage A – Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of more than seven consecutive days, or while temporarily occupied by you with permission of the owner, caused by:

- (1) Fire;
- (2) Explosion;
- (3) Lightning;
- (4) Smoke resulting from fire, explosion or lightning; or
- (5) Water.

But "premises damage" under this Paragraph b. does not include "property damage" to any premises caused by:

- (1) Rupture, bursting, or operation of pressure relief devices;
- (2) Rupture or bursting due to expansion or swelling of the contents of any building or structure caused by or resulting from water; or
- (3) Explosion of steam boilers, steam pipes, steam engines or steam turbines.

22. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your

contract calls for work at more than one job site.

- (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

23. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

24. "Slogan":

- a. Means a phrase that others use for the purpose of attracting attention in their advertising.
- b. Does not include a phrase used as, or in, the name of:
 - (1) Any person or organization, other than you; or
 - (2) Any business, or any of the premises, goods, products, services or work, of any person or organization, other than you.

- 25.** "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- 26.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 27.** "Title" means a name of a literary or artistic work.
- 28.** "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.
- 29.** "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
- 30.** "Your product":
- a.** Means:
 - (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a)** You;
 - (b)** Others trading under your name; or
 - (c)** A person or organization whose business or assets you have acquired; and
 - (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - b.** Includes:
 - (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2)** The providing of or failure to provide warnings or instructions.
 - c.** Does not include vending machines or other property rented to or located for the use of others but not sold.
- 31.** "Your work":
- a.** Means:
 - (1)** Work or operations performed by you or on your behalf; and
 - (2)** Materials, parts or equipment furnished in connection with such work or operations.
 - b.** Includes:
 - (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
 - (2)** The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|---|
| <ul style="list-style-type: none"> A. Non-Owned Watercraft – 75 Feet Long Or Less B. Who Is An Insured – Unnamed Subsidiaries C. Who Is An Insured – Retired Partners, Members, Directors And Employees D. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees E. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies F. Blanket Additional Insured – Controlling Interest G. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers | <ul style="list-style-type: none"> H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises I. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations J. Incidental Medical Malpractice K. Medical Payments – Increased Limit L. Amendment Of Excess Insurance Condition – Professional Liability <li style="background-color: yellow;">M. Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement N. Contractual Liability – Railroads |
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PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph (2) of Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:
 - (2) A watercraft you do not own that is:
 - (a) 75 feet long or less; and
 - (b) Not being used to carry any person or property for a charge;
2. The following replaces Paragraph 2.e. of **SECTION II – WHO IS AN INSURED**:
 - e. Any person or organization that, with your express or implied consent, either

uses or is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge;

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2. of SECTION II – WHO IS AN INSURED:

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

- (1) "Bodily injury":
 - (a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;
 - (b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

- (2) "Personal injury":
 - (a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph (2)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (2)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.
- (3) "Property damage" to property:
 - (a) Owned, occupied or used by; or
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by; you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of SECTION II – WHO IS AN INSURED:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such

organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
 - b. An organization other than a partnership, joint venture or limited liability company; or
 - c. A trust;
- as indicated in its name or the documents that govern its structure.

F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of SECTION II – WHO IS AN INSURED:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

subsequent to the signing of that contract or agreement; and

- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
 - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away

openings, sidewalk vaults, elevators, street banners or decorations.

I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

- b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a)** "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE:**

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE:**

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed; subsequent to the signing of that contract or agreement.

N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:
 - c. Any easement or license agreement;
2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

- 1. The following is added to Paragraph A.1.c., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

- 2. The following is added to Paragraph B.5., Other Insurance of SECTION IV – BUSINESS AUTO CONDITIONS:**

Regardless of the provisions of paragraph a. and paragraph d. of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL PROPERTY K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION N. UNINTENTIONAL ERRORS OR OMISSIONS |
|---|---|

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c. in A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b. in B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1)** Any covered "auto" you lease, hire, rent or borrow; and
- (2)** Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of SECTION IV – BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud,** of **SECTION IV – BUSINESS AUTO CONDITIONS:**

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.



STATE OF WASHINGTON

BUSINESS LICENSE

Limited Liability Company

GENERAL CODE, LLC
781 ELMGROVE RD
ROCHESTER NY 14624

UNEMPLOYMENT INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE

Issue Date: Jun 07, 2024

Unified Business ID #: 604824138

Business ID #: 001

Location: 0001

Expires: Jun 30, 2025

CITY/COUNTY ENDORSEMENTS:

SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE

LICENSING RESTRICTIONS:

Not licensed to hire minors without a Minor Work Permit.

REGISTERED TRADE NAMES:

CODE PUBLISHING, LLC

QUALITY CODE PUBLISHING, LLC

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

Director, Department of Revenue

UBI: 604824138 001 0001

GENERAL CODE, LLC
781 ELMGROVE RD
ROCHESTER NY 14624

STATE OF WASHINGTON

FOLD HERE

UNEMPLOYMENT INSURANCE - ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE
SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE

FOLD HERE

Expires: Jun 30, 2025

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)

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 09/23/2024**Committee Agenda type:** Consent**Date Rec'd**

9/11/2024

Clerk's File #

OPR 2013-0681

Cross Ref #**Project #****Council Meeting Date:** 10/07/2024**Submitting Dept**

RISK MANAGEMENT

Bid #**Contact Name/Phone**

SCOTT JORDAN 625-6223

Requisition #

CR26708

Contact E-Mail

JSJORDAN@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

MCATHCART BWILKERSON ZZAPPONE

Agenda Item Name

5800 - CONTRACT RENEWAL WITH DAVIES CLAIMS SOLUTIONS

Agenda Wording

Contract Amendment-Extension with Davies Claims Solutions (Irving, TX) for Claims Management Services. From 11/1/2024 through 10/31/2027 for the amount of \$265,000.00

Summary (Background)

3 year contract renewal with Davies Claims Solution to provide City claims management for liability claims. The original contract dated October 8, 2013 for Davies Claims Solution was extended to Oct 31, 2024. The parties wish to enter into another three year extension.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$

Current Year Cost \$ 265,000.00

Subsequent Year(s) Cost \$ Year two with 4% increase \$275,600; year three with 4% increase \$286,624

Narrative

We negotiated a cost reduction with the contractor of approximately 22.5% This was the approximate reduction the city would have achieved by bringing the work in house. We appreciate the contractor's willingness to work with the city.

Amount**Budget Account**

Expense \$ 265,000 # 5800-78100-19000-54620-99999 (2024/2025)

Expense \$ 275,600 # 5800-78100-19000-54620-99999 (2025/2026)

Expense \$ 288,624 # 5800-78100-19000-54620-99999 (2026/2027)

Select \$ #

\$ #

\$ #



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

JORDAN, SCOTT

Division Director

BOSTON, MATTHEW

Accounting Manager

BUSTOS, KIM

Legal

HARRINGTON,

For the Mayor

PICCOLO, MIKE

Additional Approvals

PURCHASING

NECHANICKY, JASON

Distribution List

jsjordan@spokanecity.org

ddaniels@spokanecity.org

dtyurin@spokanecity.org

Committee Briefing Paper

Finance & Administration Committee

Committee Date	Sept 23, 2024
Submitting Department	Risk Management
Contact Name	Scott Jordan
Contact Email & Phone	sjsordan@spokanecity.org 625-6223
Council Sponsor(s)	Cathcart, Wilkerson, Zappone
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Contract renewal with Davies Claims Solutions
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>3 year contract renewal with Davies Claims Solution to provide City claims management for liability claims.</p> <p>*use the Fiscal Impact box below for relevant financial information</p> <p>The original contract dated October 8, 2013 for Davies Claims Solution was extended to Oct 31, 2024. The parties wish to enter into another three year extension.</p>
Fiscal Impact	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: Click or tap here to enter text. Current year cost: \$265,000 Subsequent year(s) cost: year two with 4% increase \$275,600; year three with 4% increase \$286,624	
Narrative: <u>We negotiated a cost reduction with the contractor of approximately 22.5% This was the approximate reduction the city would have achieved by bringing the work in house. We appreciate the contractor's willingness to work with the city to maintain our relationship.</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? Click or tap here to enter text.	
Expense Occurrence <input type="checkbox"/> One-time <input checked="" 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)	
<ul style="list-style-type: none"> • 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? The willingness of the contractor to meet our proposed cost reduction by bringing the work in house, will prevent us from having to create two new positions and benefits, and acquiring a claims management system to manage the claims

Council Subcommittee Review

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



City of Spokane
CONTRACT AMENDMENT-EXTENSION
Title: **CLAIMS MANAGEMENT SERVICES**

This Contract Amendment-Extension including additional compensation is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **DAVIES CLAIMS SOLUTIONS, LLC** formerly **ALTERNATIVE SERVICES CONCEPTS, LLC**, whose address is 1320 Greenway Drive Suite 830 Irving, Texas 75038 as (“**DAVIES**”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the parties entered into a Contract wherein DAVIES agreed to provide for the City Claims Management Services; and

WHEREAS, a change in the terms of the original contract have been requested, and the parties have agreed to extend this Contract for another three (3) year term, thus the Contract time for performance needs to be formally amended and extended by this written document; and

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

1. CONTRACT DOCUMENTS.

The original Contract, dated October 8, 2013 and October 21, 2013, 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 Extension shall become effective on November 1, 2024.

3. EXTENSION.

The Contract is hereby extended and shall run through October 31, 2027.

4. AMENDMENT.

The terms of the original contract and amended as follows:

1. Davies will create a paperless file system by the end of the first year of this amendment-extension;
2. Once Davies becomes paperless, Davies will move from City Hall to an alternate location to eliminate space rental from the City. Davies employees may work remotely at that time if agreeable by all Parties;
3. Davies will remove all non-used office furniture from City Hall;
4. The City and Davies will combine use of copy machines if possible; and

5. Davies will cover the cost of moving their internet connection from City Hall to any other location as necessary.

5. COMPENSATION.

The City shall pay Davies a maximum amount not to exceed **TWO HUNDRED SIXTY-FIVE THOUSAND AND NO/100 DOLLARS (\$265,000.00)** for the first year of the contract extension, **TWO HUNDRED SEVENTY-FIVE THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$275,600.00)** for the second year of the contract extension, and **TWO HUNDRED EIGHTY-SIX THOUSAND SIX HUNDRED TWENTY-FOUR AND NO/100 DOLLARS (\$286,624.00)** for the third year of the contract extension.

6. DEBARMENT AND SUSPENSION.

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

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

DAVIES CLAIMS SOLUTIONS, LLC

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments:
Certificate Regarding Debarment

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)

August 22, 2024

Scott Jordan
Risk Manager
City of Spokane
808 W. Spokane Falls Blvd.
Spokane, WA 99201

Reference: Renewal of Contract

Dear Scott Jordan:

The Claims Management Service Contract Extension between Davies Claims Solutions, formerly known as ASC, and the City of Spokane will expire on October 31, 2024. After review of the program, Davies is pleased to offer a three (3) year extension at the below proposed fees.

3- Year Extension

November 1, 2024 through October 31, 2025 - \$265,000

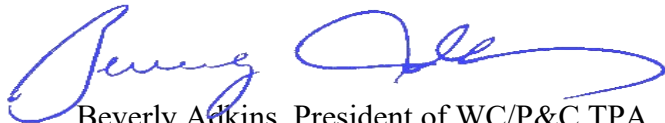
November 1, 2025 through October 31, 2026 - \$275,600

November 1, 2026 through October 31, 2027 - \$286,624

We appreciate the opportunity to continue our successful partnership with the City of Spokane. If you need any additional information, please let me know.

Regards,

DAVIES CLAIMS NORTH AMERICA, INC.



Beverly Adkins, President of WC/P&C TPA
Manager of Special Accounts Services

Enclosures(s)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/06/2024

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 MARSH USA, LLC. 1801 West End Avenue, Suite 1400 Nashville, TN 37203	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
130784415-Davie-Prof-24-25 FHD	INSURER A: Great Northern Insurance Company	20303
INSURED Davies Claims Solutions LLC 6015 Resource Lane Lakewood Ranch, FL 34202	INSURER B: Chubb Indemnity Insurance Co	12777
	INSURER C: Federal Insurance Company	20281
	INSURER D: Great American E&S Insurance Company	37532
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:**

ATL-005219112-17

REVISION NUMBER: 3

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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			36045064	05/01/2024	05/01/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
C	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 type="checkbox"/> NON-OWNED AUTOS ONLY			73621504	05/01/2024	05/01/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			93647795	05/01/2024	05/01/2025	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	7176-3736	05/01/2024	05/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	Professional Liability			TER 5325748	05/01/2024	05/01/2025	Limit	5,000,000
							Deductible	150,000

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

The City of Spokane is included as additional insured where required by written contract with respect to General Liability.

CERTIFICATE HOLDER**CANCELLATION**

City of Spokane Attn: Tim Dunivant 800 West Spokane Falls Blvd, 4th Floor Spokane, WA 99201-3362	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>Marsh USA Inc.</i>

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/06/2024

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 MARSH USA, LLC. 1801 West End Avenue, Suite 1400 Nashville, TN 37203 130784415-Davie-CRIME-24-25 FHD	CONTACT NAME: PHONE (A/C, No. Ext):		FAX (A/C, No):
	E-MAIL ADDRESS:		
INSURED Davies Claims Solutions LLC 6015 Resource Lane Lakewood Ranch, FL 34202		INSURER(S) AFFORDING COVERAGE INSURER A: Endurance Assurance Corporation	NAIC #
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:**

ATL-005219025-18

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Crime			MAP30006365103	05/01/2024	05/01/2025	Employee Theft 1,000,000 Deductible 25,000

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

CERTIFICATE HOLDER**CANCELLATION**

City of Spokane Attn: Scott Jordan 800 West Spokane Falls Blvd, 4th Floor Spokane, WA 99201-3362	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>Marsh USA Inc.</i>
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< Business Lookup

License Information:

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

Entity name: DAVIES CLAIMS SOLUTIONS L.L.C.

Business name: DAVIES CLAIMS SOLUTIONS

Entity type: Limited Liability Company

UBI #: 602-197-714

Business ID: 001

Location ID: 0001

Location: Active

Location address: 6015 RESOURCE LN
LAKEWOOD RANCH FL 34202-5135

Mailing address: 6015 RESOURCE LN
LAKEWOOD RANCH FL 34202-5135

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

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

Endorsements

Endorsements held at this loca	License #	Count	Details	Status	Expiration date	First issuance c
Spokane General Business	T12037514BUS			Active	Apr-30-2025	Oct-15-2012

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

Governing people	Title
ADKINS, BEVERLY	
BUTTON, MATT	
KENNESON, PAULA	
LEDERER, DON	
SAULTER, DAN	
WELLS, ALICE K.	

The Business Lookup information is updated nightly. Search date and time: 8/22/2024 2:33:45 PM

Contact us

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Agenda Sheet for City Council:

Committee: Public Safety **Date:** 09/09/2024

Committee Agenda type: Discussion

Date Rec'd	8/29/2024
Clerk's File #	ORD C36583
Cross Ref #	OPR 2024-0856
Project #	

Council Meeting Date: 10/07/2024

Submitting Dept	MUNICIPAL COURT	Bid #	
Contact Name/Phone	SARAH 509-625-4146	Requisition #	
Contact E-Mail	STHOMPSON@SPOKANECITY.ORG		
Agenda Item Type	Special Budget Ordinance		
Council Sponsor(s)	PDILLON MCATHCART BWILKERSON		
Agenda Item Name	0560-SPECIAL BUDGET ORDINANCE-OJP GRANT FOR DRUG COURT AND		

Agenda Wording

Municipal Court received funding from the Office of Justice Programs (OJP) to support the creation and implementation of Drug Court and an expansion to Community Court for substance use related cases from October 1, 2024, through September 30, 2028.

Summary (Background)

This SBO is to create budget authority by \$982,000 to fund Drug Court and the expansion for Community Court. The increased appropriation of \$982,000 will fund the cost categories as follows: Training and Travel: \$55,800 Professional Services: \$860,000 Security: \$40,000 Transportation: \$26,200

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact

Approved in Current Year Budget? NO

Total Cost	\$ 982,000
Current Year Cost	\$
Subsequent Year(s) Cost	\$

Narrative

This funding source is to support Drug Court and the Community Court expansion October 1, 2024, through September 30, 2028.

Amount	Budget Account
Revenue \$ 982,000	# 1360-91330-99999-33116-99999
Expense \$ 55,800	# 1360-91330-12510-54404-99999
Expense \$ 860,000	# 1360-91330-12510-54101-99999
Expense \$ 66,200	# 1360-91330-12510-54XXX-99999
\$	#
\$	#



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>	PICCOLO, MIKE
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>MANAGEMENT &</u>	STRATTON, JESSICA
<u>ACCOUNTING -</u>	MURRAY, MICHELLE

Distribution List

Howard Delaney hdelaney@spokanecity.org	Amy Harte aharte@spokanecity.org
Sarah Thompson sthompson@spokanecity.org	ddaniels@spokanecity.org
kbustos@spokanecity.org	

Council Briefing Paper

Public Safety & Community Health Committee

Committee Date	September 9, 2024
Submitting Department	0560-Municipal Court
Contact Name	Sarah Thompson
Contact Email & Phone	sthompson@spokanecity.org 509-625-4146
Council Sponsor(s)	<u>CM Dillon; CM Cathcart; CP Wilkerson</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	Special Budget Ordinance – OJP Grant for Drug and Community Court Expansion
Grant Item	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda
<p>Summary</p> <p>What is the specific purpose or need for the budget adjustment?</p> <p>What changes or developments have triggered this request?</p>	<p>Municipal Court received funding from the Office of Justice Programs (OJP) to support the creation and implementation of a Drug Court and to support an expansion to Community Court for substance use related cases from October 1, 2024, through September 30, 2028, in the amount of \$982,000.</p> <p>This SBO is to create budget authority by \$982,000 to fund Drug Court and the expansion for Community Court.</p> <p>The increased appropriation of \$982,000 will fund the cost categories as follows:</p> <p>Training and Travel: \$55,800 Professional Services: \$860,000 Security: \$40,000 Transportation: \$26,200</p>
Fiscal Impact	
<p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$982,000</u></p> <p> Current year cost: \$982,000</p> <p> Subsequent year(s) cost: will carry budget into future years as needed</p>	
<p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Grant</p> <p>Is this funding source sustainable for future years, months, etc? This funding source is to support Drug Court and the Community Court expansion October 1, 2024, through September 30, 2028.</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.) No match required.</p>	

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

- What are the net impacts this adjustment will have on the specifically affected line items? If this SBO is not approved, these costs will be paid out of the general fund and/or services will be reduced. Drug Court will need to cut back on participants, negatively affecting community safety and Community Court will not be able to expand to provide more support to more participants.
- What operational changes will occur because of this adjustment? This adjustment will provide creation and implementation of a Drug Court, and also provide expansion of the Community Court for substance abuse use related cases.
- What are the potential risks or consequences of not approving the budget adjustment? If not approved, we will continue to not have a sufficient drug court. Also, we will not be able to provide services to additional participants.
- 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 Council Resolutions regarding increasing community safety by being a critical element in the City's criminal justice reform efforts.

What current racial and other inequities might this special budget ordinance address?

Therapeutic Courts will utilize data metrics that will provide regular analysis of the effectiveness and inclusion of community members to ensure racial inequities do not present. If data analysis presents some limitation to access Therapeutic Courts or any bias against race, age, gender, or socio-economic status, the court may address the data and alternative methodology of services with the multi-disciplinary court team.

ORDINANCE NO C36583

An ordinance amending Ordinance No. C36467, passed by the City Council November 27, 2023, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2024, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2024, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2024 budget Ordinance No. C36467, as above entitled, and which passed the City Council November 27, 2023, it is necessary to make changes in the appropriations of the Miscellaneous Grants Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

- 1) Increase revenue by \$982,000.
 - A) Of the increased revenue, \$982,000 is provided by the Office of Justice Programs for the Drug Court and Community Court in the Municipal Court department.
- 2) Increase appropriation by \$982,000.
 - A) Of the increased appropriation, \$860,000 is provided solely for professional services.
 - B) Of the increased appropriation, \$55,800 is provided solely for travel.
 - C) Of the increased appropriation, \$40,000 is provided solely for security services.
 - D) Of the increased appropriation, \$26,200 is provided solely for transportation services.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to accept the Office of Justice Programs Drug Court and Community Court expansion grant, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council:

Committee: Public Safety **Date:** 09/09/2024

Committee Agenda type: Discussion

Date Rec'd

8/29/2024

Clerk's File #

ORD C36584

Cross Ref #

OPR 2024-0857

Project #

Council Meeting Date: 10/07/2024

Submitting Dept

MUNICIPAL COURT

Bid #

Contact Name/Phone

SARAH 509-325-4146

Requisition #

Contact E-Mail

STHOMPSON@SPOKANECITY.ORG

Agenda Item Type

Special Budget Ordinance

Council Sponsor(s)

PDILLON MCATHCART BWILKERSON

Agenda Item Name

0560-SPECIAL BUDGET ORDINANCE FROM WASHINGTON TRAFFIC SAFETY

Agenda Wording

Municipal Court received funding from the Washington Traffic Safety Commission to support the DUI Court program from October 1, 2024, through September 30, 2025, in the amount of \$180,000.

Summary (Background)

The attached SBO is to increase revenue by \$180,000 to fund DUI Court. The increased appropriation of \$180,000 to fund the below city cost category as follows: Professional Services: \$180,000

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? NO

Total Cost \$ 180,000

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

The Washington Traffic Safety Commission does not require a match for the award. The funding cannot supplant existing funds.

Amount

Budget Account

Revenue \$ 180,000

1360-91331-99999-33320-99999

Expense \$ 180,000

1360-91331-12510-54101-99999

Select \$

#

Select \$

#

\$

#

\$

#

Council Briefing Paper

Public Safety & Community Health Committee

Committee Date	September 9, 2024
Submitting Department	0560-Municipal Court
Contact Name	Sarah Thompson
Contact Email & Phone	sthompson@spokanecity.org 509-625-4146
Council Sponsor(s)	<u>CM Dillon; CM Cathcart; CP Wilkerson</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	Special Budget Ordinance - DUI Court WTSC award
Grant Item	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda
Summary What is the specific purpose or need for the budget adjustment? What changes or developments have triggered this request?	<p>Municipal Court received funding from the Washington Traffic Safety Commission to support the DUI Court program from October 1, 2024, through September 30, 2025, in the amount of \$180,000.</p> <p>This SBO is to create budget authority by \$180,000 to fund DUI Court.</p> <p>The increased appropriation of \$180,000 will fund the cost category as follows:</p> <p>Professional Services: \$180,000</p> <p>Professional Services encompasses drug and alcohol testing, transportation services, and supplies. Drug and alcohol testing is a mandatory component of DUI Court and will adhere to the national treatment court best practice standards. Transportation assistance is provided to participants via bus passes to meet court obligations. Supplies are utilized by the DUI Court team during community outreach and engagement.</p>
Fiscal Impact	
Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$180,000</u> Current year cost: \$180,000 Subsequent year(s) cost: will carry budget into future years as needed	
Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Grant Is this funding source sustainable for future years, months, etc? This funding source is to support DUI Court October 1, 2024, through September 30, 2025.	
Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Other budget impacts: (revenue generating, match requirements, etc.) No match required.	

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

- What are the net impacts this adjustment will have on the specifically affected line items? If this SBO is not approved, these costs will be paid out of the general fund or the DUI Court will need to cut back on participants, negatively affecting community safety.
- What operational changes will occur because of this adjustment? No operational changes will occur due to this adjustment as Municipal Court has previously been receiving WTSC grants for DUI Court for many years previously. This adjustment will continue operations as usual.
- What are the potential risks or consequences of not approving the budget adjustment? If not approved, these costs will need to be paid out of the general fund or DUI Court will need to scale back to stay within budget available.
- 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 Council Resolutions regarding increasing community safety by being a critical element in the City's criminal justice reform efforts.

What current racial and other inequities might this special budget ordinance address?

Therapeutic Courts will utilize data metrics that will provide regular analysis of the effectiveness and inclusion of community members to ensure racial inequities do not present. If data analysis presents some limitation to access Therapeutic Courts or any bias against race, age, gender, or socio-economic status, the court may address the data and alternative methodology of services with the multi-disciplinary court team.

ORDINANCE NO C36584

An ordinance amending Ordinance No. C36467, passed by the City Council November 27, 2023, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2024, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2024, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2024 budget Ordinance No. C36467, as above entitled, and which passed the City Council November 27, 2023, it is necessary to make changes in the appropriations of the Miscellaneous Grants Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

- 1) Increase revenue by \$180,000.
 - A) Of the increased revenue, \$180,000 is provided by the Washington Traffic Safety Commission for the DUI Court in the Municipal Court department.
- 2) Increase appropriation by \$180,000.
 - A) Of the increased appropriation, \$180,000 is provided solely for professional services.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to accept the Washington Traffic Safety Commission DUI Court grant, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 09/23/2024**Committee Agenda type:** Discussion**Date Rec'd**

9/10/2024

Clerk's File #

ORD C36585

Cross Ref #**Project #****Council Meeting Date:** 10/07/2024**Submitting Dept**

HUMAN RESOURCES

Bid #**Contact Name/Phone**

MICHAEL 6278

Requisition #**Contact E-Mail**

MORMSBY@SPOKANECITY.ORG

Agenda Item Type

Special Budget Ordinance

Council Sponsor(s)

MCATHCART BWILKERSON ZZAPPONE

Agenda Item Name

0620-SPECIAL BUDGET ORDINANCE – Q3 2024, QUARTERLY RANGE CHANGES

Agenda Wording

Quarterly Salary Range Changes.

Summary (Background)

The City's Human Resources Department conducted an internal and external salary analysis of city positions due to a change in duties and job responsibilities. This SBO works to ensure compensation equity.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? NO

Total Cost \$ 16,000

Current Year Cost \$ 4,000

Subsequent Year(s) Cost \$ prevailing wage

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

Select \$

#

Select \$

#

Select \$

#

Select \$

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\$

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Council Briefing Paper

Finance & Administration Committee

Committee Date	September 23 rd , 2024
Submitting Department	Human Resources
Contact Name	Mike Ormsby
Contact Email & Phone	mormsby@spokanecity.org x6278
Council Sponsor(s)	Betsy Wilkerson, Michael Cathcart, Zack Zappone
Select Agenda Item Type	<input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	Special Budget Ordinance – Q3 2024, Quarterly Range Changes
Grant Item	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda

Summary	<p>The City’s Human Resources Department conducted an internal and external salary analysis of the below positions due to a change in duties and job responsibilities. The individual positions affected by the salary analysis are listed below. Upon approval, these range changes will be put into effect in the HR system and incumbents’ pay will be adjusted.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Union</th> <th style="width: 10%;">SPN</th> <th style="width: 20%;">Title</th> <th style="width: 10%;">From Grade</th> <th style="width: 10%;">To Grade</th> <th style="width: 10%;">Former Range</th> <th style="width: 10%;">New Range</th> </tr> </thead> <tbody> <tr> <td colspan="7" style="text-align: center;">Civil Service Request</td> </tr> <tr> <td>SAFO</td> <td>951</td> <td>Battalion Chief – Administration</td> <td>N/A</td> <td>Range 48</td> <td>-0-</td> <td>\$144,656.64- \$173,429.28</td> </tr> <tr> <td colspan="7" style="text-align: center;">Director Request</td> </tr> <tr> <td>MPA</td> <td>660</td> <td>WWTP Plant Manager</td> <td>MPB 62</td> <td>MPA 58</td> <td>\$116,969.76 \$166,705.92</td> <td>\$107,114.40 \$150,356.88</td> </tr> </tbody> </table>	Union	SPN	Title	From Grade	To Grade	Former Range	New Range	Civil Service Request							SAFO	951	Battalion Chief – Administration	N/A	Range 48	-0-	\$144,656.64- \$173,429.28	Director Request							MPA	660	WWTP Plant Manager	MPB 62	MPA 58	\$116,969.76 \$166,705.92	\$107,114.40 \$150,356.88
Union		SPN	Title	From Grade	To Grade	Former Range	New Range																													
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Director Request																																				
MPA	660	WWTP Plant Manager	MPB 62	MPA 58	\$116,969.76 \$166,705.92	\$107,114.40 \$150,356.88																														
What is the specific purpose or need for the budget adjustment?																																				
What changes or developments have triggered this request?																																				

<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: \$11,500 <i>savings</i> citywide. Sewer Fund: approx. \$11,500 <i>savings</i>.</p> <p>Current year cost: Sewer Fund: approx. \$3,000 <i>savings</i>.</p> <p>Subsequent year(s) cost: The cost in subsequent years will escalate by each union’s contracted Cost of Living Adjustments (COLAs).</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Reserves</p> <p>Is this funding source sustainable for future years, months, etc? N/A for Sewer. There is no explicit plan for the Battalion Chief classification, so the funding requirements are uncertain and excluded.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: Personnel budgets will not be adjusted to accommodate these changes in the current budget year. Existing personnel budgets are expected to cover the increased expense due to vacancy savings, other personnel adjustments and/or cost savings.</p>

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

- What are the net impacts this adjustment will have on the specifically affected line items?
No budget change will be made, but personnel expenses will change in the affected Funds.
- What operational changes will occur because of this adjustment?
This will not impact sewer operations.
- What are the potential risks or consequences of not approving the budget adjustment?
If the City's compensation plan and/or job classifications are left unchanged, there is a risk of losing parity with the compensation plans of outside organizations, resulting in difficulty hiring or retaining existing employees.
- 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?
Ensures compensation equity.

What current racial and other inequities might this special budget ordinance address?

This SBO works to ensure compensation equity.

ORDINANCE NO C36585

An ordinance amending Ordinance No. C36467, passed by the City Council November 27, 2023, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2024, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2024, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2024 budget Ordinance No. C36467, as above entitled, and which passed the City Council November 27, 2023, it is necessary to make changes in the appropriations of the various Funds listed below, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

Section 1. That in the budget of the Fire and Emergency Medical Services (EMS) Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Change the grade and associated pay range for the Battalion Chief – Administration position as noted below.

Table with 7 columns: Union, SPN, Title, From Grade, To Grade, Former Range, New Range. Row 1: SAFO, 951, Battalion Chief – Administration, N/A, 48, -0-, \$144,657-\$173,429

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

- 1) Change the grade and associated pay range for the Wastewater Treatment Plan Manager position as noted below.

Table with 7 columns: Union, SPN, Title, From Grade, To Grade, Former Range, New Range. Row 1: MPA, 660, WWTP Plant Manager, MPB 62, MPA 58, \$116,970-\$166,706, \$107,114-\$150,357

Section 3. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to adjust pay ranges to align with salary analysis, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 09/23/2024**Committee Agenda type:** Discussion**Date Rec'd**

9/16/2024

Clerk's File #

RES 2024-0092

Cross Ref #**Project #****Council Meeting Date:** 10/07/2024**Submitting Dept**

MAYOR

Bid #**Contact Name/Phone**

ADAM 6779

Requisition #**Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Council Sponsor(s)

MCATHCART BWILKERSON ZZAPPONE

Agenda Item Name

0520 AIR QUALITY COMMUNITY GRANT

Agenda Wording

Resolution approving the partnership between the City of Spokane and Gonzaga University to apply for a Department of Ecology Air Quality grant.

Summary (Background)

Resolution approving the partnership between the City of Spokane and Gonzaga University to apply for a Department of Ecology Air Quality grant.

Lease? NO Grant related? YES 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 \$ #

\$ #

\$ #

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	9/23/2024
Submitting Department	Mayor's Office ICM – Environmental Programs Parks
Contact Name	Adam McDaniel
Contact Email & Phone	amcdaniel@spokanecity.org
Council Sponsor(s)	N/A
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 0 minutes
Agenda Item Name	Department of Ecology Air Quality Grant – Partnership with Gonzaga University
Proposed Council Action	<input type="checkbox"/> Approval to proceed to Legislative Agenda <input checked="" type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<ul style="list-style-type: none"> The City plans to partner with the Gonzaga University to seek a Department of Ecology Air Quality in Overburdened Communities grant. Eligible projects under the grant include the implementation of criteria air pollutant emission reduction projects. If this grant application is successful, the Parks Department will replace diesel-powered turf management equipment with zero-emissions equipment through the grant. There is no City match for this grant. This grant is funded through the Climate Commitment Act.
Fiscal Impact Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Total Cost: Click or tap here to enter text. Current year cost: Subsequent year(s) cost:	
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	
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Grant Is this funding source sustainable for future years, months, etc?	
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" 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 Climate Commitment Act requires that Ecology work to reduce criteria air pollutants in communities overburdened and highly impacted by criteria air pollution. This grant is specifically meant to address air quality in overburdened communities.

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

The City through the Parks Department will track the pieces of equipment that are replaced under the grant program and will submit the necessary progress reports.

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

See above.

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?

Spokane Municipal Code 15.05.020
Sustainability Action Plan

RESOLUTION 2024 – 0092

A resolution approving the partnership between the City of Spokane and Gonzaga University to apply for a Department of Ecology Air Quality grant.

WHEREAS, the City of Spokane seeks to partner with Gonzaga University to seek a Washington State Department of Ecology Air Quality in Overburdened Communities grant; and

WHEREAS, the City will be a subrecipient if the award is granted in the amount of approximately \$460,000; and

WHEREAS, if the award is granted, the City Parks Department will replace diesel-powered turf management equipment with zero-emissions equipment through the grant; and

WHEREAS, this grant is funded through the Climate Commitment Act and there is no City match for the grant.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Spokane that it hereby approves the partnership between the City of Spokane and Gonzaga University to apply for the Washington State Department of Ecology Air Quality grant.

ADOPTED BY THE CITY COUNCIL ON _____, 2024.

City Clerk

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council:

Committee: PIES **Date:** 09/16/2024

Committee Agenda type: Consent

Date Rec'd

8/28/2024

Clerk's File #

ORD C36580

Cross Ref #

Project #

Council Meeting Date: 09/30/2024

Submitting Dept

ENGINEERING SERVICES

Bid #

Contact Name/Phone

DAN BULLER 6391

Requisition #

Contact E-Mail

DBULLER@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

BWILKERSON JBINGLE KKLITZKE

Agenda Item Name

NOISE VARIANCE ORDINANCE REVISION

Agenda Wording

An ordinance relating to noise variance; amending section 10.70.120 of the Spokane Municipal Code.

Summary (Background)

The Public Works Director is authorized to grant variances which permit construction or other repetitive noises between the quiet hours of 10 pm and 7 am. The two most frequent noise ordinance variance requests are working during the night for short durations during key work segments and beginning workdays several hours earlier than 7 am when the weather is forecast to exceed 95 degrees or so. As currently written, neither of these situations is a permissible reason to grant a variance.

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	\$	#
	\$	#
	\$	#

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	9-16-24
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:
Agenda Item Name	Proposed Noise Ordinance Revisions
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	<ul style="list-style-type: none"> By ordinance, the Public Works Director is authorized to grant variances which permit construction or other repetitive noises between the quiet hours of 10 pm and 7 am in certain circumstances. The two most frequent noise ordinance variance requests are working during the night for short durations during key work segments on busy arterials and beginning workdays several hours earlier than 7 am when the weather is forecast to exceed 95 degrees or so. As currently written, neither of these 2 situations is a permissible reason to grant a variance. The proposed ordinance revision loosens the language such that a variance can be granted in these or other situations where a significant public benefit is achieved.
<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>0</u></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? 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. 	

- 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.

ORDINANCE NO. C36580

AN ORDINANCE relating to Noise Control; amending SMC section 10.70.120 to chapter 10.70 of the Spokane Municipal Code; and setting an effective date.

WHEREAS, Eastern Washington and Spokane have a limited construction season due to weather conditions – traditionally April through October; and

WHEREAS, Washington State has enacted regulations which govern workers who work outside and require work start earlier to avoid extreme heat conditions; and

WHEREAS, extreme heat can occasionally occur anytime May through October when temperatures exceed the normal; and

WHEREAS, for the safety of workers and the safety of the public, it is important to schedule construction related activities during times which have lower traffic activity and avoid peak travel hours on roadways or arterials.

The City of Spokane does ordain:

Section 1: That SMC section 10.70.120 is amended to read as follows:

10.70.120 Noise Variance

A. A person may request a variance from compliance with this chapter by making an application with the director of public works and utilities at least ~~((thirty))~~ seven (7) days before the time period for the variance is to take effect. The variance is limited to ~~((one-time))~~ activities that do not include concerts or permitted special events and entertainment facilities. The variance may not be used for private activities (weddings, parties etc). The applicant shall explain the:

1. nature of the noise,
2. source of the noise,
3. duration for which the noise shall be created,
4. time period for which the variance will be required,
5. ~~((reason why the noise violation cannot be avoided))~~ public benefit of a noise ordinance variance (e.g., high heat avoidance, significant reduction in traffic impacts, etc.), and
6. mitigating conditions the applicant will implement to minimize the noise level violations.

- B. The application must be submitted at least ~~((thirty))~~ seven (7) days before the time period the permit is to take effect. ~~((The director, after informing the affected City departments, may issue an excess noise permit if the director determines that the noise level violations:~~
- ~~1. cannot be avoided,~~
 - ~~2. will exist for a specific period of time,~~
 - ~~3. will not endanger public health, safety or welfare. And~~
 - ~~4. have been mitigated to the greatest extent reasonably possible.))~~
- C. The director, after informing the affected City departments, may issue a variance from this chapter if the director determines that ~~((the noise level violations cannot be avoided))~~ there is a public benefit to a noise ordinance variance, will exist for a specific period of time, and have been mitigated to the greatest extent reasonably possible. The director shall issue a written decision indicating the time period and location restrictions for the variance.
- D. The person obtaining such written variance must have the written variance posted in a viewable area or on their person when such variance takes place.
- E. A decision of the director of public works and utilities regarding a request for a variance may be appealed to the hearing examiner within ten days of the director's written decision.

Section 2: Effective Date.

This Ordinance shall take effect and be in force on _____, 2024.

PASSED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 09/16/2024**Committee Agenda type:** Discussion**Date Rec'd**

8/27/2024

Clerk's File #

ORD C36581

Cross Ref #**Project #****Council Meeting Date:** 09/30/2024**Submitting Dept**

MAYOR

Bid #**Contact Name/Phone**

ADAM 6779

Requisition #**Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

BWILKERSON JBINGLE KKLITZKE

Agenda Item Name

0520 MAYOR'S OFFICE - ESTABLISHING A COMPOST PROCUREMENT

Agenda Wording

Establishing a compost procurement ordinance as required by state law (RCW 43.19A.150)

Summary (Background)

In 2022 the legislature adopted an organics management law (HB 1799) to reduce the emissions of methane created in organic materials such as food and yard waste. This state law (RCW 43.19A.150) requires cities and counties to establish a compost procurement ordinance and begin reporting compost procurement activities in 2025. This ordinance satisfies the state requirement.

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

\$

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Select

\$

#

\$

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\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

JONES, GARRETT

Division Director

Accounting Manager

BUSTOS, KIM

Legal

SCHOEDEL, ELIZABETH

For the Mayor

PICCOLO, MIKE

Additional Approvals

Distribution List

amcdaniel@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	September 16, 2024
Submitting Department	Mayor's Office
Contact Name	Adam McDaniel
Contact Email & Phone	amcdaniel@spokanecity.org
Council Sponsor(s)	
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	Establishing a Compost Procurement Ordinance
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	In 2022 the legislature adopted an organics management law (HB 1799) to reduce the emissions of methane created in organic materials such as food and yard waste. This state law (RCW 43.19A.150) requires cities and counties to establish a compost procurement ordinance and begin reporting compost procurement activities in 2025. This ordinance satisfies the state requirement.
<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>N/A</u></p> <p> Current year cost: N/A</p> <p> Subsequent year(s) cost:</p> <p>Narrative: <u>This ordinance has no direct fiscal impact.</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?</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>
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?	
Compost procurement activity will be reported to the Department of Ecology as required by state law.	

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?

RCW 43.19A.150

Sustainability Action Plan – Waste Diversion & Material Conservation

ORDINANCE NO. C36581

An ordinance relating to the use of composted materials in City of Spokane projects; adopting a new section 7.06.221 to Chapter 07.06 of the Spokane Municipal Code.

WHEREAS, in 2022 the legislature adopted an organics management law to reduce the emissions of methane created in organic materials such as food and yard waste; and

WHEREAS, the organics management law encourages cities and counties to “procure more of the compost and finished products created from their organic materials waste in order to support the economic viability of processes to turn organic materials into finished products and increasing the likelihood that composting and other responsible organic material management options are economically viable; and

WHEREAS, Washington state law requires the City of Spokane to adopt a compost procurement ordinance to implement the state organics management law.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That there is enacted a new Section 7.06.221 to Chapter 07.06 SMC to read as follows:

Section 07.06.221 Use of Composted Materials in City Projects

A. Before issuance of a solicitation for bids or proposals, the City shall consider whether the use of composted material is practicable and feasible in the project. At minimum, the City shall consider whether the use of composted material, as defined by RCW 70A.205.015(3), may be utilized in the following:

1. Landscaping projects and City-maintained areas;
2. Construction and post-construction soil amendments;
3. Applications to prevent erosion, filter stormwater runoff, promote vegetation growth, or improve the stability and longevity of roadways; and
4. Low-impact development and green infrastructure to filter pollutants and keep water on-site, or both.

B. The City shall prioritize purchasing compost products from companies that satisfy the following:

1. Produce compost products locally;

2. Are certified by a nationally recognized organization such as the US Composting Council;
3. Produce compost products that are derived from municipal solid waste compost programs; and
4. Meet quality standards adopted by the Washington State Department of Transportation or adopted by rule by the Washington State Department of Ecology.

C. The City is not required to use composted products if:

1. Compost products are not available within a reasonable period of time or distance from the project;
2. Compost products that are available do not comply with existing purchasing standards;
3. Compost products that are available do not comply with federal or state health, quality, and safety standards; or
4. Compost purchase prices are not reasonable or are not competitive.

D. The City shall develop and implement strategies to inform residents about the value of compost and how the City uses compost in its operations.

E. Pursuant to RCW 43.19A.150, the City shall report to the Department of Ecology the City's previous year's compost procurement activities.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 09/23/2024

Committee Agenda type: Discussion

Date Rec'd

9/17/2024

Clerk's File #

ORD C36582

Cross Ref #

Project #

Council Meeting Date: 09/30/2024

Submitting Dept

CITY COUNCIL

Bid #

Contact Name/Phone

JACKSON DEESE 6718

Requisition #

Contact E-Mail

JDEESE@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

ZZAPPONE BWILKERSON

Agenda Item Name

0320 - BARRING NON-LOCAL TRUCK TRAFFIC ON A PORTION OF NEBRASKA

Agenda Wording

ORDINANCE AMENDING SECTION 12.08.010 OF SPOKANE MUNICIPAL CODE TO BARRING NON-LOCAL TRUCK TRAFFIC ON NEBRASKA AVE FROM NORTH ASH STREET TO NORTH MONROE STREET.

Summary (Background)

RESIDENTS OF W NEBRASKA AVE HAVE EXPERIENCED CONSISTENT USE OF THEIR RESIDENTIAL STREET BY FREIGHT TRUCK TRAFFIC DESPITE REPEATED ATTEMPTS IN ASKING BUSINESSES TO NOT USE THE STREET FOR NON-LOCAL TRAFFIC, INCLUDING CONVERSATIONS WITH COUNCIL MEMBER ZAPPONE.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 1,000

Current Year Cost \$ 1,000

Subsequent Year(s) Cost \$ regular maintenance

Narrative

Residents of W Nebraska have worked with Council Member Zappone to have tentative agreements with local businesses to not use their residential streets to move freight trucks.

Amount

Budget Account

Expense \$ 1,000

tbd

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#

Committee Agenda Sheet

Urban Experience Committee

Committee Date	9/16/24
Submitting Department	COUNCIL
Contact Name	JACKSON DEESE
Contact Email & Phone	JDEESE@SPOKANECITY.ORG
Council Sponsor(s)	ZZAPPONE BWILKERSON
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10 min
Agenda Item Name	ORDINANCE AMENDING SECTION 12.08.010 OF SPOKANE MUNICIPAL CODE TO BARRING NON-LOCAL TRUCK TRAFFIC ON NEBRASKA AVE FROM NORTH ASH STREET TO NORTH MONROE STREET.
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	RESIDENTS OF W NEBRASKA AVE HAVE EXPERIENCED CONSISTENT USE OF THEIR RESIDENTIAL STREET BY FREIGHT TRUCK TRAFFIC DESPITE REPEATED ATTEMPTS IN ASKING BUSINESSES TO NOT USE THE STREET FOR NON-LOCAL TRAFFIC, INCLUDING CONVERSATIONS WITH COUNCIL MEMBER ZAPPONE.
<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>\$1,000</u></p> <p style="padding-left: 20px;">Current year cost: \$1,000</p> <p style="padding-left: 20px;">Subsequent year(s) cost: Regular maintenance</p> <p>Narrative: <u>Residents of W Nebraska have worked with Council Member Zappone to have tentative agreements with local businesses to not use their residential streets to move freight trucks. Residents report that freight trucks continue to use the street and have requested official action to ban non-local freight traffic from the street.</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: Program revenue</p> <p>Is this funding source sustainable for future years, months, etc? Yes, only minor sign maintenance or replacement as necessary.</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? <p>No impacts on historically excluded communities.</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

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

Residents noticing a change in freight traffic passing through.

- 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?

Follows other streets in the city as listed in Section 12.08.010 of SMC that already ban non-local truck traffic.

Council Subcommittee Review

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

Not reviewed by a subcommittee. Potential to be reviewed by Transportation Commission when ready.

ORDINANCE NO. C36582

An ordinance relating to commercial truck traffic on Nebraska Avenue and amending Section 12.08.010 of the of the Spokane Municipal Code.

WHEREAS, the residents of West Nebraska Avenue have been experiencing consistent use of their residential street by commercial truck traffic, despite repeated entreaties to local businesses to route their commercial vehicles outside of the residential area; and

WHEREAS, Section 12.08.010 of the Spokane Municipal Code currently bars trucks from many Spokane Streets; and

WHEREAS, the City wishes to add West Nebraska Avenue to the list of streets where all non-local truck traffic is barred,

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That Section 12.08.010 Spokane Municipal Code be amended to read as follows:

Section 12.08.010 Streets Closed to Trucks

A. Hereafter the following streets and avenues in the city shall be permanently closed to all truck travel except for the purpose of making deliveries or providing service to points upon such streets or avenues:

1. Buckeye Avenue from Rebecca Street to Havana Street.
2. Cannon Street from Fourth Avenue to Riverside Avenue.
3. Carlisle Avenue from Ralph Street to Havana Street.
4. Chestnut Street from Fifth Avenue to First Avenue.
5. Cleveland Avenue from Greene Street to Havana Street.
6. Coeur d'Alene Street from Sixth Avenue to Pacific Avenue.
7. Cuba Street from Upriver Drive to Frederick Avenue.
8. Elm Street from Third Avenue to Riverside Avenue.
9. Ermina Avenue from Sycamore Street to Havana Street.
10. Fairview Avenue from Greene Street to Havana Avenue.
11. Ferrall Street from Montgomery Avenue to Euclid Avenue.
12. Fifth Avenue from Chestnut Street to Coeur d'Alene Street.
13. First Avenue from Maple to Poplar Street.
14. Fourth Avenue from Cannon Street to Spruce Street.
15. Frederick Avenue from Freya Street to Havana Street.
16. Freya Street from Upriver Drive to Frederick Avenue.
17. Grace Avenue from Greene Street to Havana Street.
18. Greene Street from Grace Avenue to Euclid Avenue.
19. Havana Street from Upriver Drive to Frederick Avenue.

20. Hemlock Street from Sixth Avenue to Riverside Avenue.
 21. Jackson Avenue from Greene Street to Havana Street.
 22. Julia Street from Grace Avenue to Frederick Avenue, and from Upriver Court to Marietta Avenue.
 23. Marietta Avenue from Greene Street to Havana Street.
 24. Montgomery Avenue from Ralph Street to Havana Street.
 25. Myrtle Street from Carlisle Avenue to Frederick Avenue.
 26. Oak Street from Third Avenue to Riverside Avenue.
 27. Pacific Avenue from Maple Street to Coeur d'Alene Street.
 28. Poplar Street from Third Avenue to First Avenue.
 29. Ralph Street from Carlisle Avenue to Euclid Avenue.
 30. Rebecca Street from Upriver Drive to Frederick Avenue.
 31. Second Avenue from Havana Street to Freya Street; and from Maple Street to Coeur d'Alene Street.
 32. Spruce Street from Fourth Avenue to Pacific Avenue.
 33. Sycamore Street from Ermina Avenue to Frederick Avenue.
 34. Third Avenue from Elm Street to Coeur d'Alene Street.
 35. Thor Street from Montgomery Avenue to Euclid Avenue.
 36. Upriver Court.
 37. Upriver Drive from Ralph Street to Havana Street, and from the City limits at Buckeye Avenue to the east City limits.
38. West Nebraska Avenue from North Ash Street to North Monroe Street.

B. Any person, firm, or corporation operating a truck upon the streets or avenues enumerated in subsection (A) of this section, except for the purpose of making deliveries or providing service to points upon such streets or avenues, shall be guilty of a traffic infraction.

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

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

PASSED by the City Council on _____

 Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 09/09/2024

Committee Agenda type: Discussion

Date Rec'd

8/29/2024

Clerk's File #

ORD C36576

Cross Ref #

Project #

Council Meeting Date: 09/23/2024

Submitting Dept

MAYOR

Bid #

Contact Name/Phone

ADAM X6779

Requisition #

Contact E-Mail

AMCDANIEL@ SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

PDILLON KKLITZKE ZZAPPONE

Agenda Item Name

0520-ORDINANCE MODIFYING RENTAL REGISTRY REQUIREMENTS

Agenda Wording

Ordinance streamlining process for waivers from registration fee for rental registry, limiting right to increase right or evict if landlord does not have business license or participate in the rental registry program.

Summary (Background)

Current SMC 10.57 requires creation of a rental registry and an application process for securing a waiver of the required rental registry fee for landlords offering below-market rate rentals. This ordinance streamlines the process for securing waivers by exempting properties automatically from the fee, and imposes additional restrictions on landlords who are not registered or who operate without business licenses.

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

Urban Experience Committee

Committee Date	September 9, 2024
Submitting Department	Administration
Contact Name	Adam McDaniel
Contact Email & Phone	amcdaniel@spokanecity.org , 509-625-6779
Council Sponsor(s)	Dillon
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	Ordinance streamlining rental registration requirements
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>The Spokane City Council adopted Ordinance in February 2023 establishing business license and registration requirements for residential rental properties (SMC 10.57.020). The City has engaged in extensive outreach and education about the residential rental registry requirements; however, some residential rental properties have failed to comply with this ordinance. This proposed ordinance seeks to improve compliance with the City’s rental registry program by protecting residents living in unregistered residential rental properties from rent increases and eviction.</p> <p>SMC 10.57.020 also provides a waiver from the annual unit fee (\$15 per year) for units offered to low-income tenants. The current code lacks definition of “low-income” and clarity on how these waivers may be verified. This proposed ordinance will streamline the low-income unit waiver program by utilizing data from local, state, and federal affordable housing programs to determine eligibility for the annual unit fee waiver.</p> <p>SMC 10.57.040 establishes the process for cause-based and periodic inspections of residential rental housing conducting the Code Enforcement. This proposed ordinance specifies that the International Code Council's International Property Maintenance Code as the context for deficiency categories in addition to the substandard building factors found in SMC 17F.070.400.</p>
Fiscal Impact	<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>N/A</u></p> <p> Current year cost: N/A</p> <p> Subsequent year(s) cost:</p> <p>Narrative: <u>This ordinance has no financial impact.</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?</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>
<p>What impacts would the proposal have on historically excluded communities?</p> <p>This ordinance seeks to protect residents living in residential rental properties that have failed to comply with the City's residential rental registration program.</p>
<p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?</p> <p>This ordinance will improve the identification of low-income housing units and should improve overall compliance with the City's residential registration program.</p>
<p>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?</p> <p>There may be programs providing affordable housing units not included in the waiver program under the proposed ordinance. To ensure fairness and to meet the intent of the waiver, the code may need to be updated if other programs providing affordable housing units are identified.</p>
<p>Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?</p> <p>Spokane Municipal Code 10.57.</p>

ORDINANCE NO C36576

An ordinance streamlining rental registration requirements; amending sections 10.57.020, and 10.57.040 of the Spokane Municipal Code.

WHEREAS, the Spokane City Council adopted Ordinance C36330 in February 2023 establishing business license and registration requirements for residential rental properties; and

WHEREAS, the City of Spokane has engaged in extensive outreach and education about the residential rental registry requirements; and

WHEREAS, the City of Spokane seeks to prevent evictions and increases in rent for residents residing in properties not complying with the City's rental registry program; and

WHEREAS, Ordinance C36330 provided a waiver of the annual residential rental unit fee for units offered to low-income tenants; and

WHEREAS, the City of Spokane seeks to ensure compliance with the low-income unit waiver provision by utilizing publicly available lists of affordable housing units through local, state, and federal affordable housing programs.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. Section 10.57.020 of the Spokane Municipal Code is amended to read as follows:

Section 10.57.020 Business Licensing and Registration

- A. Pursuant to Chapter 08.01 SMC, owning, renting, or leasing real property located in the City of Spokane constitutes engaging in business in the City and requires an annual business license and registration. ~~((Beginning on January 1, 2024, no))~~ No person shall make available for rent, or rent, lease, or let, to the public any residential housing unit without registering and maintaining registration of the residential rental property at which the unit is located pursuant to subsection (C) of this section.
- B. The annual fee for registering the business activity of renting residential real property shall be the standard annual fee described in SMC 08.02.0206(A) plus an additional \$15 per residential rental unit per year. ~~((Landlords offering below market cost rentals to low income tenants may seek a waiver of the \$15 annual fee by registering with the City's affordable rental housing incentive program that will be developed by the Department of Community, Housing and Human Services.))~~ Units exempt from the annual \$15 fee are:

1. units in a federally funded property owned or operated by a public housing authority under chapter RCW 35.82.

2. units in a property that is funded through a housing assistance program under RCW 43.185.

3. affordable housing units in a property that is funded through the City's housing programs under SMC Title 08.

4. units in a property occupied by a tenant utilizing a Housing Choice Voucher or Veterans Affairs Supportive Housing (VASH) Voucher.

- C. Application for a residential rental registration shall be made to the City through a web portal established by the City of Spokane IT Department. The application shall include the applicable registration fee set forth in SMC 08.02.0206(A) and paragraph (B) of this section, including late fees if applicable, a declaration of compliance as described in subsection (G) of this section and a complete list of individual residential rental units under the applicant's ownership or control, including the street address of each unit, identification of whether the unit is offered at market rate or below market rate rent, whether the unit is occupied or unoccupied at the time of registration, and such other information as required in order to carry out the intent of this chapter.
- D. A property management company may apply for and secure the required business registration on behalf of a residential rental property owner.
- E. A residential rental registration expires on December 31st of the calendar year following registration or renewal.
- F. The residential rental registration is transferable to any person who has acquired ownership of a registered rental property for the unexpired portion of the one-year term for which it was issued.
- G. As a condition to the issuance and/or renewal of a residential rental registration, an applicant shall provide a valid declaration of compliance addressing each rental unit in the rental property prior to the issuance of a residential rental business registration. A declaration of compliance submitted under this chapter must state that each unit complies with the requirements and standards in RCW 59.18.060.
- H. Property owners or their property managers shall provide each tenant a digital link to the website established pursuant to SMC 10.57.030(B) and if the tenant doesn't have access to the internet advise them to call 311 for more information on tenant rights and responsibilities.
- I. A person may not increase the periodic or monthly housing costs charged to a tenant if the person does not have an annual City of Spokane business license

or has not complied with the requirement of registering each residential housing unit with the City of Spokane and certification that each residential housing unit complies with the requirements and standards of RCW 59.18.060.

- J. A person may not evict a tenant if the person does not have an annual City of Spokane business license or has not complied with the requirement of registering each residential rental property unit with the City of Spokane and certification that each residential rental property unit complies with the requirements and standards of RCW 59.18.060. A person complies with this section if he or she has obtained an annual business license, and the residential rental property unit is registered with the City of Spokane before entry of a court order authorizing eviction or before a writ of restitution is granted. A court may grant a continuance in an eviction action in order to give a person time to license the rental housing unit and to obtain an annual City of Spokane business license.

Section 2. Section 10.57.040 of the Spokane Municipal Code is amended to read as follows:

Section 10.57.040 Inspections

- A. The City of Spokane's Code Enforcement Department may conduct both periodic and cause-based inspections of all residential rental property that is subject to this chapter.
1. Periodic inspections: Subject to the limitations in RCW 59.18.125, the Director of Code Enforcement or designee may periodically select from registered properties containing rental housing units the properties to be inspected by Code Enforcement as long as the tenant of the residence consents or a lawful court-ordered warrant for inspection is secured. The property selection process shall be based on a methodology adopted by the Director that will further the purpose of this chapter. The inspection shall review for compliance with the standards set forth in [SMC 17F.070.400](#) and other applicable state and local statutes.
 2. In addition to periodic inspections, the Code Enforcement department is also authorized to conduct cause-based inspections, including those provided for under RCW 59.18.115. Where context is needed in addition to the deficiency categories in SMC 17F.070.400, Code Enforcement staff will utilize the latest edition of the International Code Council's International Property Maintenance Code for that context as it may apply to both periodic and cause-based inspections.

3. Code Enforcement will prioritize resources based on the level of safety sensitivity to be addressed by an inspection and available resources.
- B. No fees shall be assessed to landlords or tenants for the initial inspection authorized of this section.
1. If a deficiency is discovered during the initial inspection conducted under paragraph (A)(1) of this section, Code Enforcement may schedule a second inspection to review for remedy of the deficiency and compliance with the standards set forth in [SMC 17F.070.400](#) and other applicable state and local statutes.
 2. Upon second inspection, if the deficiency is not remedied, Code Enforcement may schedule subsequent deficiency inspections and assess fees against the residential rental unit's registrant for the additional safety inspections as established in [SMC 08.02.031\(S\)](#).
 3. Failure to pay assessed fees will bar renewal of a residential rental unit business registration.
 4. At the discretion of the Director, Code Enforcement may issue notices of violation and infraction pursuant to SMC 01.05.040 for residential rental units that do not comply with the standards set forth in [SMC 17F.070.400](#). Additionally, the Director or designee of the Director may issue a complaint to the residential rental unit's registrant pursuant to [SMC 17F.070.420](#) to proceed through a building official hearing pursuant to [chapter 17F.070 SMC](#).
 5. A repeat offender is defined as the owner of residential rental unit(s) who has a confirmed non-compliance history, including any identical or similar violations of [SMC 17F.070.400](#), Existing Building and Conservation Code, at the same site or on a different tax parcel under the same ownership, two times within a 12-month period. If an owner is found to be a repeat offender, they may be subject to a non-compliance fee of \$2,500 per violation that is not resolved by the compliance timeframe listed on the Code Enforcement Notice of Violation.
- C. Code Enforcement may utilize revenues received from business registrations pursuant to [SMC 10.57.020](#), [SMC 08.02.0206](#), and [SMC 07.08.139](#) to:
1. Create at least three additional dedicated inspector positions for residential rental housing;
 2. To develop and maintain the rental registry described in [SMC 10.57.020](#).

Section 3. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 4. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 10/21/2024**Committee Agenda type:** Consent**Date Rec'd**

9/24/2024

Clerk's File #

ORD C36586

Cross Ref #

C36426

Project #**Council Meeting Date:** 10/07/2024**Submitting Dept**

PUBLIC WORKS

Bid #**Contact Name/Phone**

MARLENE FEIST (509) 625-6505

Requisition #**Contact E-Mail**

MFEIST@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

BWILKERSON JBINGLE KKLITZKE

Agenda Item Name

4300 - SEWER RATES ORDINANCE

Agenda Wording

Ordinance for the annual rates for the sewer utility and services, amending SMC sections 13.03.1004, 13.03.1008, 13.03.1010, 13.03.1011, 13.03.1012, 13.03.1018, 13.03.1020, and 13.03.1022; to chapter 13.03 of the Spokane Municipal Code; Continued...

Summary (Background)

After presentations and discussions with the Council and the Mayor, the approach to establish utility rates for the next two years (2025-2026) is anticipated to support our most vulnerable customers, maintain affordability, encourage diversion of organics and lower water use, ensure each class of customer is paying their fair share, and improve financial stability to ensure quality service delivery.

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 \$ #

Select \$ #

Select \$ #



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

repealing 13.03.1006; and setting an effective date.

Summary (Background)

Approvals

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

Additional Approvals

Distribution List

	Publicworksaccounting@spokanecity.org
eraea@spokanecity.org	eschoedel@spokanecity.org
kemiller@spokanecity.org	mfeist@spokanecity.org
mmarroquin@spokanecity.org	

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	September 16, 2024
Submitting Department	Public Works
Contact Name	Marlene Feist
Contact Email & Phone	mfeist@spokanecity.org ; (509) 625-6505
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 15 minutes
Agenda Item Name	Utility Rate Setting for 2025 and 2026
Proposed Council Action	<input type="checkbox"/> Approval to proceed to Legislative Agenda <input checked="" type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Following discussions with Council on priorities during the March 18, April 15, and August 19 PIES meetings as well as during a study session on May 2, Public Works will provide additional information on the proposed approach to utility rate setting for 2025 and 2026. At the September session, we provide updated budget numbers and additional information on 2026.</p> <p>Based on our discussions with Council and the Mayor, PW approach to utility rates for the next two years is intended to:</p> <ul style="list-style-type: none"> Support our most vulnerable customers Maintain affordability Encourage diversion of organics and lower water use Ensure each class of customer is paying their fair share Improve financial stability to ensure quality service delivery <p>Background: The City's utilities rates are set to expire at the end of 2024 and new rates are needed prior to 2025. The intent will be to establish a rate for two years (2025-2026) after which the focus will be to establish a rate for four years as a way to develop a stable financial planning tool that will be vital for prudent fiscal management and financial sustainability.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input 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>Rate recommendations are designed to pay for operational and capital costs of the utilities while considering affordability and predictability for customers.</u></p> <p>Funding Source <input 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? 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.) Generates revenue for 2025 and 2026 biennium budget.</p>	

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

- What impacts would the proposal have on historically excluded communities?
Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans.
- 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 proposal includes elements that support vulnerable customers—those with lower incomes, seniors, and disabled.

- 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.

Public Works hired a nationally recognized consulting firm, FCS, to inform a rate structure for the City of Spokane that reflects best management practices and policies to provide the City with prudent fiscal management and financial stability for the City’s Utilities.

- 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 manage costs, support approved projects in the 6-year CIP, and meet levels of service in the Water System Plan and Comprehensive Plan.

Council Subcommittee Review

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

N/A

ORDINANCE NO. C36586

AN ORDINANCE relating to the annual rates for the Sewer utility and services, amending SMC sections 13.03.1004, 13.03.1008, 13.03.1010, 13.03.1011, 13.03.1012, 13.03.1018, 13.03.1020, and 13.03.1022; to chapter 13.03 of the Spokane Municipal Code; repealing 13.03.1006; and setting an effective date.

The City of Spokane does ordain:

Section 1: That SMC section 13.03.1004 is amended to read as follows:

13.03.1004 Basic Domestic Service Charge – Monthly Amount

The City's basic monthly domestic service charge is reflected in this section.

Basic Domestic Service Charge	Monthly Amount		
	((2024))	2025	2026
Basic domestic service charge	(((\$27.03))	\$28.92	\$30.34
Cost per RV dump connection	(((\$6.59))	\$7.05	\$7.40

Section 2 That SMC section 13.03.1004 entitled “User Charge – Standard Strength Wastewater – Monthly Amount” is repealed:

13.03.1006 User Charge – Standard Strength Wastewater – Monthly Amount

~~((This section lists the City’s monthly user charge for treatment of standard strength wastewater. The User Charge is the monthly amount charged to all properties connected to the sewer system and to those properties for which the established connection deadline has passed.))~~

((User Charge for Treatment of Standard Strength Wastewater	Monthly Amount		
-	2024		
Per million gallons	\$1,931.19		
Per <u>Hundred</u> cubic foot	(\$2.59))		

Section 3: That SMC section 13.03.1008 is amended to read as follows:

13.03.1008 Domestic and Commercial User Charges Inside City – Monthly Amount

This section lists the City's monthly domestic and commercial user and other monthly charges for customers located inside the City. The Domestic and Commercial User

Charge is the monthly amount charged to all properties connected to the sewer system and to those properties for which the established connection deadline has passed.

A. Domestic User Charge (single-family residence or equivalent residential unit).

Domestic User Charge - Inside City	Monthly Amount		
	((2024))	2025	2026
Domestic charge	(((\$35.27))	\$37.74	\$39.59
General stormwater charge	(((\$4.96))	\$5.31	\$5.57
Cost for additional apartment	(((\$31.71))	\$33.93	\$35.59
General stormwater charge per unit for four units or Less	(((\$4.25))	\$4.55	\$4.77
General stormwater charge per unit for over four units	(((\$3.41))	\$3.65	\$3.83

1. Capital Rates.

In addition to the ((basic)) Domestic User charge there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

B. Commercial User Charge.

Commercial User Charge - Inside City	Monthly Amount		
	((2024))	2025	2026
Commercial user charge			
((Per million gallons))	(((\$2,491.80))		
Per hundred cubic feet	(((\$1.86))	\$1.99	\$2.09
General stormwater charge			
Per impervious acre per year	(((\$1,190.57))	\$1,273.91	\$1,336.33
Per one-one hundredth impervious acre per month. (See RCW 35.67.020; RCW 35.92.020)	(((\$0.99))	\$1.06	\$1.11
Combined Sewer Overflow (CSO) Stormwater user surcharge (per acre or equivalent thereof)	(((\$86.77))	\$92.84	\$97.39
Process/Seepage user charge			
((Per million gallons))	(((\$738.88))		
Per hundred cubic feet	(((\$0.5527))	\$0.5914	\$0.6204

1. Capital Rates.

In addition to the ~~((basic))~~ Commercial User charge there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 4: That SMC section 13.03.1010 is amended to read as follows:

13.03.1010 Domestic and Commercial User Charges – Outside City Customer – Monthly Amount

This section lists the City's monthly domestic and commercial user charges and other monthly charges for Outside City customers. The Domestic and Commercial User Charge is the monthly amount charged to all properties connected to the sewer system and to those properties for which the established connection deadline has passed.

A. ~~((Non-City))~~ Outside-City Domestic User Charge (single-family residence or equivalent residential unit).

Domestic User Charge - Outside City Customers	Monthly Amount		
	((2024))	<u>2025</u>	<u>2026</u>
Domestic charge	(((\$70.55))	<u>\$66.05</u>	<u>\$69.28</u>
Cost for additional apartment	(((\$66.99))	<u>\$59.38</u>	<u>\$62.28</u>

1. Capital Rates.

In addition to the ~~((basic))~~ Outside City Customer Domestic User charge there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

B. Outside City Retail Commercial User Charge.

Commercial User Charge – Outside City Customers	Monthly Amount		
	((2024))	<u>2025</u>	<u>2026</u>
((Per million gallons))	(((\$4,983.02))		
Per hundred cubic feet	(((\$3.73))	<u>\$3.48</u>	<u>\$3.66</u>

1. Capital Rates.

In addition to the ~~((basic))~~ Outside City Commercial User charge there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

C. Outside City Utility Service Area (except by interlocal agreement).

Outside City Utility Service Area (except by interlocal agreement)	((2024))	<u>2025</u>	<u>2026</u>
((Per million gallons))	((\$4,983.02))		
Per hundred cubic feet	((\$3.73))	<u>\$3.48</u>	<u>\$3.66</u>

1. Capital Rates.

In addition to the ((basic)) Outside City Utility Service Area charge there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 5: That SMC section 13.03.1011 is amended to read as follows:

13.03.1011 PDA Sewer and Stormwater Rates

This section lists the City’s monthly sewer and stormwater charges for residential and commercial customers located within a designated and approved Public Development Authority (PDA).

A. PDA User Charge.

PDA User Charge	Monthly Amount		
	((2024))	<u>2025</u>	<u>2026</u>
PDA Residential User Charge:			
Domestic User Charge	((\$70.55))	<u>37.74</u>	<u>\$39.59</u>
Additional Apartment	((\$66.99))	<u>\$33.93</u>	<u>\$35.59</u>
PDA Commercial User charge:			
((Per million gallons))	((\$2,491.80))		
Per hundred cubic feet	((\$1.86))	<u>\$1.99</u>	<u>\$2.09</u>
General stormwater charge:			
Domestic Stormwater charge	((\$35.27))	<u>\$37.74</u>	<u>\$39.59</u>
General domestic stormwater charge per unit for four units or Less	((\$4.25))	<u>\$4.55</u>	<u>\$4.77</u>
General domestic stormwater charge per unit for over four units	((\$3.41))	<u>\$3.65</u>	<u>\$3.83</u>
Per impervious acre per year – commercial charge	((\$1,190.57))	<u>\$1,273.91</u>	<u>\$1,336.33</u>

Per one-one hundredth impervious acre – Commercial (See RCW 35.67.020; RCW 35.92.020)	(((\$0.99))	<u>\$1.06</u>	<u>\$1.11</u>
Combined Sewer Overflow (CSO) Stormwater user surcharge (per acre or equivalent thereof) - Commercial	(((\$86.77))	<u>\$92.84</u>	<u>\$97.39</u>
<u>Process/Seepage user charge:</u>			
((Per million gallons))	(((\$738.88))		
Per hundred cubic feet	(((\$0.5527))	<u>\$0.5914</u>	<u>\$0.6204</u>

B. Capital Charge. In addition to the ~~((basic))~~ PDA User charge, there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 6: That SMC section 13.03.1012 is amended to read as follows:

13.03.1012 Septage Charge – Amount

This section lists the City's septage charge rate.

A. Septage Charge Rate

Septage Charge	((2024))	<u>2025</u>	<u>2026</u>
User charge (per gallon)	(((\$0.2408))	<u>\$0.2577</u>	<u>\$0.2703</u>

1. Capital Rates.

In addition to the ~~((basic))~~ Septage charge there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 7: That SMC section 13.03.1018 is amended to read as follows:

13.03.1018 Landfill Wastewater Pump and Treat Services – Amount

This section lists the rate for landfill wastewater pump and treat services.

Landfill Pump and Treat Total	Monthly Amount		
	((2024))	<u>2025</u>	<u>2026</u>
((Per million gallons))	(((\$1,384.20))		
Per hundred cubic feet	(((\$1.05))	<u>\$1.12</u>	<u>\$1.18</u>

Section 8: That SMC section 13.03.1020 is amended to read as follows:

13.03.1020 Cesspool and Miscellaneous Charges – Amount

This section lists the rate for cesspool pump and miscellaneous charges.

A. Cesspool Pump and Miscellaneous Charges.

Gallons	((Basic Charge)) ((2024))	Basic Charge 2025	Basic Charge 2026
500	((\$280.71))	<u>\$300.36</u>	<u>\$315.08</u>
600	((\$318.52))	<u>\$340.82</u>	<u>\$357.52</u>
700	((\$355.06))	<u>\$379.91</u>	<u>\$398.53</u>
800	((\$392.68))	<u>\$420.17</u>	<u>\$440.76</u>
900	((\$430.22))	<u>\$460.34</u>	<u>\$482.89</u>
1000	((\$467.55))	<u>\$500.28</u>	<u>\$524.79</u>
1100	((\$486.29))	<u>\$520.33</u>	<u>\$545.83</u>
1200	((\$504.97))	<u>\$540.32</u>	<u>\$566.79</u>
1300	((\$523.70))	<u>\$560.36</u>	<u>\$587.82</u>
1400	((\$542.29))	<u>\$580.25</u>	<u>\$608.68</u>
1500	((\$561.12))	<u>\$600.40</u>	<u>\$629.82</u>

Section 9: That SMC section 13.03.1022 is amended to read as follows:

13.03.1022 Refuse Dumpster Maintenance Charge – Amount

This section lists the refuse dumpster maintenance charge.

A. Monthly Refuse Dumpster Maintenance Charge.

Refuse Dumpster	((2024))	2025	2026
Monthly charge	((\$7.75))	<u>\$8.29</u>	<u>\$8.70</u>
Inspection fee (start-up, one-time fee)	((\$110.20))	<u>\$117.91</u>	<u>\$123.69</u>

Section 10. Effective Date. This ordinance shall take effect and be in force on January 1, 2025.

PASSED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

to chapter 13.04 of the Spokane Municipal Code; and setting an effective date.

Summary (Background)

Approvals

Dept Head	FEIST, MARLENE
Division Director	FEIST, MARLENE
Accounting Manager	ALBIN-MOORE, ANGELA
Legal	SCHOEDEL, ELIZABETH
For the Mayor	PICCOLO, MIKE

Additional Approvals

Distribution List

	publicworksaccounting@spokanecity.org
eraea@spokanecity.org	eschoedel@spokanecity.org
kemiller@spokanecity.org	mfeist@spokanecity.org
mmarroquin@spokanecity.org	

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	September 16, 2024
Submitting Department	Public Works
Contact Name	Marlene Feist
Contact Email & Phone	mfeist@spokanecity.org ; (509) 625-6505
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 15 minutes
Agenda Item Name	Utility Rate Setting for 2025 and 2026
Proposed Council Action	<input type="checkbox"/> Approval to proceed to Legislative Agenda <input checked="" type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Following discussions with Council on priorities during the March 18, April 15, and August 19 PIES meetings as well as during a study session on May 2, Public Works will provide additional information on the proposed approach to utility rate setting for 2025 and 2026. At the September session, we provide updated budget numbers and additional information on 2026.</p> <p>Based on our discussions with Council and the Mayor, PW approach to utility rates for the next two years is intended to:</p> <ul style="list-style-type: none"> Support our most vulnerable customers Maintain affordability Encourage diversion of organics and lower water use Ensure each class of customer is paying their fair share Improve financial stability to ensure quality service delivery <p>Background: The City's utilities rates are set to expire at the end of 2024 and new rates are needed prior to 2025. The intent will be to establish a rate for two years (2025-2026) after which the focus will be to establish a rate for four years as a way to develop a stable financial planning tool that will be vital for prudent fiscal management and financial sustainability.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input 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>Rate recommendations are designed to pay for operational and capital costs of the utilities while considering affordability and predictability for customers.</u></p> <p>Funding Source <input 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? 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.) Generates revenue for 2025 and 2026 biennium budget.</p>	

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

- What impacts would the proposal have on historically excluded communities?
Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans.
- 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 proposal includes elements that support vulnerable customers—those with lower incomes, seniors, and disabled.

- 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.

Public Works hired a nationally recognized consulting firm, FCS, to inform a rate structure for the City of Spokane that reflects best management practices and policies to provide the City with prudent fiscal management and financial stability for the City’s Utilities.

- 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 manage costs, support approved projects in the 6-year CIP, and meet levels of service in the Water System Plan and Comprehensive Plan.

Council Subcommittee Review

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

N/A

ORDINANCE NO. C36587

AN ORDINANCE relating to the annual rates for the Water utility and services, amending SMC sections 13.04.2002, 13.04.2004, 13.04.2005, 13.04.2008, 13.04.2010, 13.04.2012, 13.04.2014, 13.04.2015, 13.04.2016, 13.04.20161, and 13.04.2025; to chapter 13.04 of the Spokane Municipal Code; and setting an effective date.

The City of Spokane does ordain:

Section 1: That SMC section 13.04.2002 is amended to read as follows:

13.04.2002 City Residence Rates

A. Single-family Residence – Basic Charge.

1. Within the City limits, the basic monthly service charge for each single-family residence where the water is being used or water is available to the property shall be:

a.

((2024))	<u>2025</u>	<u>2026</u>
((<u>\$18.76</u>))	<u>\$19.04</u>	<u>\$19.97</u>

b. Unless otherwise provided, for two or more single-family residences on one meter, the above service charge shall apply for each residence.

2. For purposes of this chapter, a “single-family residence” or “equivalent residential unit” designation applies to each self-contained, stand-alone living unit with at least one:

a. kitchen or cooking area room, which must include a sink;

b. bathroom, which must include a toilet, bathtub, and sink or a toilet, shower, and sink.

c. a separate entrance that does not require residents to co-mingle.

B. Consumption Charge.

The following consumption charge rate schedule is adopted to encourage water conservation and promote environmental quality. Within the City limits, for each one hundred cubic feet, or major fraction (approximately seven hundred fifty gallons) of water used, there will be the following consumption charges:

Monthly Water Usage (in cubic feet)	Rate Per Hundred Cubic Feet		
	((2024))	<u>2025</u>	<u>2026</u>
Zero up to 600	((<u>\$0.3581</u>))	<u>\$0.3581</u>	<u>\$0.3756</u>
Greater than 600 up to 1,200	((<u>\$0.7577</u>))	<u>\$0.7577</u>	<u>\$0.7948</u>
Greater than 1,200 up to 2,500	((<u>\$1.0193</u>))	<u>\$1.0193</u>	<u>\$1.0692</u>
Greater than 2,500 up to 4,500	((<u>\$1.3088</u>))	<u>\$1.6115</u>	<u>\$1.6905</u>
Greater than 4,500	((<u>\$1.6344</u>))	<u>\$2.3179</u>	<u>\$2.4315</u>

- C. No vacancy allowance will be made. ~~((on any house in a group served by one meter unless all houses served by one meter are vacant and the water is shut off at the City valve by the water and hydroelectric services department upon proper request in writing.))~~
- D. Family daycare homes shall be billed at the single-family rate. For purposes of this provision, "family daycare homes" shall mean a daycare facility:
1. furnishing care, supervision, and guidance for persons twelve years of age or younger for more than four but less than twenty-four hours in a day;
 2. licensed as such by the state department of social and health services; and;
 3. which regularly provides such care during part of a twenty-four hour day for no more than twelve children in the dwelling of the person(s) in charge.

E. Capital Charge.

In addition to the basic charge and consumption charge, there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 2: That SMC section 13.04.2004 is amended to read as follows:

13.04.2004 City Commercial and Industrial Rates

- A. These rates apply to commercial and industrial customers and to all other customer premises not specifically identified on City utilities billing records as single-family

residences or PUDs. The rates are for service inside the city limits of the City of Spokane.

1. Size of Service / Meter Charge Per Month.

Size of Service	Meter Charge Per Month		
	((2024))	2025	2026
1 inch or smaller	(((\$19.89))	\$21.28	\$22.33
1 ½ inch	(((\$32.44))	\$34.71	\$36.41
2 inch	(((\$45.97))	\$49.19	\$51.60
3 inch	(((\$73.63))	\$78.78	\$82.64
4 inch	(((\$101.41))	\$108.51	\$113.83
6 inch	(((\$143.45))	\$153.49	\$161.01
8 inch	(((\$293.91))	\$314.48	\$329.89
10 inch	(((\$429.21))	\$459.25	\$481.76

B. Consumption.

The following rate schedule is adopted to encourage water conservation and promote environmental quality. For each one hundred cubic feet, or major fraction (approximately seven hundred fifty gallons) of water used, there will be the following monthly consumption charges:

1. Monthly Water Use / Charge Rate Per Hundred Cubic Feet.

a. Zero cubic feet to six hundred cubic feet per month:

Monthly Water Usage (in cubic feet)	Rate Per Hundred Cubic Feet		
	((2024))	2025	2026
Zero up to 600 (Charge for all use: zero up to 600.)	(((\$0.3715))	\$0.3975	\$0.4170
Greater than 600 up to 1,000 (Charge for all use: zero up to 1,000.)	(((\$0.7709))	\$0.8249	\$0.8653
Greater than 1,000 (Charge for all use: zero to amount used.)	(((\$1.1152))	\$1.1933	\$1.2517

C. Capital Charge.

In addition to the ((basic)) meter charge and consumption charge, there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 3: That SMC section 13.04.2005 is amended to read as follows:

13.04.2005 City Planned Unit Developments (PUD)

A. Basic Charge.

In general, a planned unit development (PUD) designation is one approved in accord with applicable PUD development standards and served by a master water meter. However, if a dwelling unit would otherwise be included within a PUD designation but has its own individual City water meter, it will be billed as a single-family residence under SMC 13.04.2002 or other applicable rate section. Questions of applicability are determined by the director. [Cross Reference: SMC 17A.020.160(T)]

B. Consumption.

For billing water consumption, the PUD will be charged the same as a single-family residence within the City limits except the PUD’s total consumption will be divided by the total number of dwelling units to determine the per-dwelling consumption for purposes of applying the rate steps defined in SMC 13.04.2002(B).

C. Size of Service / Meter Charge Per Month.

Size of Service	Meter Charge Per Month		
	((2024))	<u>2025</u>	<u>2026</u>
1 inch or smaller	(((\$19.89))	<u>\$21.28</u>	<u>\$22.33</u>
1 ½ inch	(((\$32.44))	<u>\$34.71</u>	<u>\$36.41</u>
2 inch	(((\$45.97))	<u>\$49.19</u>	<u>\$51.60</u>
3 inch	(((\$73.63))	<u>\$78.78</u>	<u>\$82.64</u>
4 inch	(((\$101.41))	<u>\$108.51</u>	<u>\$113.83</u>
6 inch	(((\$143.45))	<u>\$153.49</u>	<u>\$161.01</u>
8 inch	(((\$293.91))	<u>\$314.48</u>	<u>\$329.89</u>
10 inch	(((\$429.21))	<u>\$459.25</u>	<u>\$481.76</u>

D. Capital Charge.

In addition to the basic charge and consumption charge, there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 4: That SMC section 13.04.2008 is amended to read as follows:

13.04.2008 Construction Rates

A. Rates for water used during construction will be charged per month, or fractional part thereof, in accord with the following rates (~~(, until the meter is set)~~).

1. Worksite will be inspected at least every ninety days to determine meter status.
2. The meter installation will be made at the earliest possible date.
3. Residential meters installed prior to occupancy construction rates will apply until certificate of occupancy is granted.

B. Size of Service / Meter Charge Per Month.

Size of Service	Meter Charge Per Month		
	((2024))	<u>2025</u>	<u>2026</u>
1 inch or smaller	(((\$19.89))	<u>\$21.28</u>	<u>\$22.33</u>
1 ½ inch	(((\$32.44))	<u>\$34.71</u>	<u>\$36.41</u>
2 inch	(((\$45.97))	<u>\$49.19</u>	<u>\$51.60</u>
3 inch	(((\$73.63))	<u>\$78.78</u>	<u>\$82.64</u>
4 inch	(((\$101.41))	<u>\$108.51</u>	<u>\$113.83</u>
6 inch	(((\$143.45))	<u>\$153.49</u>	<u>\$161.01</u>
8 inch	(((\$293.91))	<u>\$314.48</u>	<u>\$329.89</u>
10 inch	(((\$429.21))	<u>\$459.25</u>	<u>\$481.76</u>

Section 5: That SMC section 13.04.2010 is amended to read as follows:

13.04.2010 Water for Private Fire Protection

A. For inside the City of Spokane metered and unmetered connection on the City’s water mains supplying hydrants, standpipes, or automatic sprinklers for private fire protection to the premises, charges will be made in accord with the following rates:

Size of Service	Meter Charge Per Month		
	((2024))	<u>2025</u>	<u>2026</u>
3 inch or smaller	(((\$21.05))	<u>\$22.52</u>	<u>\$23.63</u>
4 inch	(((\$29.72))	<u>\$31.80</u>	<u>\$33.36</u>
6 inch	(((\$41.30))	<u>\$44.19</u>	<u>\$46.36</u>
8 inch	(((\$49.97))	<u>\$53.47</u>	<u>\$56.09</u>

10 inch	(\$59.76)	\$63.94	\$67.08
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1. Charge Rate Per Hundred Cubic Feet. The following consumption rate schedule is adopted to encourage water conservation and promote environmental quality.

Inside the City limits, for each one hundred cubic feet, or major fraction (approximately seven hundred fifty gallons) of water used, there will be the following consumption charges:

<u>Monthly Water Usage (in cubic feet)</u>	<u>Rate Per Hundred Cubic Feet</u>	
	<u>2025</u>	<u>2026</u>
<u>Zero up to 600 (Charge for all use: zero up to 600.)</u>	<u>\$0.3975</u>	<u>\$0.4170</u>
<u>Greater than 600 up to 1,000 (Charge for all use: zero up to 1,000.)</u>	<u>\$0.8249</u>	<u>\$0.8653</u>
<u>Greater than 1,000 (Charge for all use: zero to amount used.)</u>	<u>\$1.1933</u>	<u>\$1.2517</u>

- B. For outside the City of Spokane metered and unmetered connection on the City's water mains supplying hydrants, standpipes, or automatic sprinklers for private fire protection to the premises, charges will be made in accord with the following rates:

1. Size of Connection / Service Charge per Month.

<u>Size of Service</u>	<u>Meter Charge Per Month</u>		
	<u>(2024)</u>	<u>2025</u>	<u>2026</u>
3 inch or smaller	(\$31.58)	<u>\$33.79</u>	<u>\$35.45</u>
4 inch	(\$44.57)	<u>\$47.69</u>	<u>\$50.03</u>
6 inch	(\$61.95)	<u>\$66.29</u>	<u>\$69.53</u>
8 inch	(\$74.94)	<u>\$80.19</u>	<u>\$84.11</u>
10 inch	(\$89.64)	<u>\$95.91</u>	<u>\$100.61</u>

2. The following consumption rate schedule is adopted to encourage water conservation and promote environmental quality.

Outside the City limits, for each one hundred cubic feet, or major fraction (approximately seven hundred fifty gallons) of water used, there will be the following consumption charges:

Monthly Water Usage (in cubic feet)	Rate Per Hundred Cubic Feet	
	2025	2026
Zero up to 600 (Charge for all use: zero up to 600.)	\$0.5962	\$0.6254
Greater than 600 up to 1,000 (Charge for all use: zero up to 1,000.)	\$1.2377	\$1.2983
Greater than 1,000 (Charge for all use: zero to amount used.)	\$1.7899	\$1.8776

Section 6: That SMC section 13.04.2012 is amended to read as follows:

13.04.2012 Outside City Residence Rates

A. Basic Charge: Single-family Residence.

1. Outside the City, for each single-family residence, the monthly service charge where the water is being used or reflected as on in the records of the City of Spokane utilities billings office shall be:

((2024))	2025	2026
(\$28.14)	\$28.56	\$29.96

2. For two or more single-family residences on one meter the above service charge shall apply for each residence. "Single-family residence" has the meaning in SMC 13.04.2002(A)(2).

B. Consumption.

The following rate schedule is adopted to encourage water conservation and promote environmental quality. Outside the City limits, for each one hundred cubic feet or major fraction (approximately seven hundred fifty gallons) of water used, there will be the following consumption charges:

Monthly Water Usage (in cubic feet)	Rate Per Hundred Cubic Feet		
	((2024))	2025	2026
Zero up to 600	(\$0.5371)	\$0.5371	\$0.5635
Greater than 600 up to 1,200	(\$1.1366)	\$1.1366	\$1.1923
Greater than 1,200 up to 2,500	(\$1.5291)	\$1.5291	\$1.6039

Greater than 2,500 up to 4,500	(\$1.9631)	\$2.4173	\$2.5357
Greater than 4,500	(\$2.4515)	\$3.4769	\$3.6473

C. No vacancy allowance. ~~((will be made on any house in a group served by one meter unless all houses served by one meter are vacant and the water is shut off at the City valve by the water and hydroelectric services department upon proper request in writing.))~~

D. Family daycare homes shall be billed at the single-family rate. For purposes of this provision, "family daycare homes" shall mean a day care facility:

1. furnishing care, supervision, and guidance for persons twelve years of age or younger for more than four but less than twenty-four hours in a day;
2. licensed as such by the state department of social and health services; and
3. which regularly provides such care during part of a twenty-four hour day for no more than twelve children in the dwelling of the person(s) in charge.

E. Capital Charge.

In addition to the basic charge and consumption charge, there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 7: That SMC section 13.04.2014 is amended to read as follows:

13.04.2014 Outside City Rate to Other Purveyors

A. Standby/Emergency Water: The charge to other purveyors for standby and/or emergency water service and use outside the City's service area shall be at the following rate per one hundred cubic feet of water used plus outside City commercial monthly service charge, unless modified by separate agreement:

((2024))	<u>2025</u>	<u>2026</u>
(\$1.3913)	\$1.4887	\$1.5616

1. Operations and Maintenance Capital Charge for Standby and/or Emergency Water Service.

In addition to the ~~((basic charge and consumption))~~ standby/emergency water charge, there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500 - Water Service Only Commercial User – Minimum

Capital Charge – Outside City (includes first twenty-eight units) and Water Service Only Commercial User – Outside City – capital consumption charges.

B. Continuous Supplemental Water: Continuous Supplemental Water is defined as those Purveyors who draw water for at least nine (9) consecutive months at a time.

The charge to other purveyors for continuous supplemental water service to be used outside the City’s service area shall be at the following rate per one hundred cubic feet of water used plus outside City commercial monthly service charge, unless modified by separate agreement:

((2024))	<u>2025</u>	<u>2026</u>
(((\$1.3913))	<u>\$1.4887</u>	<u>\$1.5616</u>

1. Operations and Maintenance Capital Charge for Continuous Supplemental Water Service.

In addition to the ~~((basic charge and consumption))~~ continuous supplemental water charge, there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500 - Water Service Only - Other Purveyors - Continuous Supplemental Water User – Outside City – capital consumption charge.

Section 8: That SMC section 13.04.2015 is amended to read as follows:

13.04.2015 Outside City Planned Unit Developments (PUD)

A. Basic Charge.

In general, a planned unit development (PUD) designation is one approved in accord with applicable PUD development standards and served by a master water meter. However, if a dwelling unit would otherwise be included within a PUD designation but has its own individual city water meter, it will be billed as a single-family residence under SMC 13.04.2012 or other applicable rate section. Questions of applicability are determined by the director. [Cross Reference: SMC 17A.020.160(T)]

B. Consumption.

For billing water consumption, the outside city PUD basic charge will be charged the same as a single-family residence outside the City limits except the PUD’s total consumption will be divided by the total number of dwelling units to determine the per-dwelling consumption for purposes of applying the rate steps defined in SMC 13.04.2012(B).

C. Size of Service / Meter Charge Per Month.

Size of Service	Meter Charge Per Month		
	((2024))	<u>2025</u>	<u>2026</u>
1 inch or smaller	((<u>\$38.52</u>))	<u>\$41.22</u>	<u>\$43.24</u>
1 ½ inch	((<u>\$54.34</u>))	<u>\$61.35</u>	<u>\$64.36</u>
2 inch	((<u>\$77.65</u>))	<u>\$83.09</u>	<u>\$87.16</u>
3 inch	((<u>\$119.13</u>))	<u>\$127.47</u>	<u>\$133.72</u>
4 inch	((<u>\$160.80</u>))	<u>\$172.06</u>	<u>\$180.49</u>
6 inch	((<u>\$223.86</u>))	<u>\$239.53</u>	<u>\$251.27</u>
8 inch	((<u>\$449.68</u>))	<u>\$481.16</u>	<u>\$504.73</u>
10 inch	((<u>\$652.52</u>))	<u>\$698.20</u>	<u>\$732.41</u>

D. Capital Charge.

In addition to the basic charge and consumption charge, there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 9: That SMC section 13.04.2016 is amended to read as follows:

13.04.2016 Outside City Commercial and Industrial Rates

A. These rates apply to commercial and industrial customers and to all other customer premises not specifically identified as single-family residences or PUDs. The rates are for service outside the city limits of the City of Spokane.

B. Size of Service / Service Charge Per Month.

Size of Service	Meter Charge Per Month		
	((2024))	<u>2025</u>	<u>2026</u>
1 inch or smaller	((<u>\$38.52</u>))	<u>\$41.22</u>	<u>\$43.24</u>
1 ½ inch	((<u>\$57.34</u>))	<u>\$61.35</u>	<u>\$64.36</u>
2 inch	((<u>\$77.65</u>))	<u>\$83.09</u>	<u>\$87.16</u>
3 inch	((<u>\$119.13</u>))	<u>\$127.47</u>	<u>\$133.72</u>
4 inch	((<u>\$160.80</u>))	<u>\$172.06</u>	<u>\$180.49</u>
6 inch	((<u>\$223.86</u>))	<u>\$239.53</u>	<u>\$251.27</u>
8 inch	((<u>\$449.68</u>))	<u>\$481.16</u>	<u>\$504.73</u>
10 inch	((<u>\$652.52</u>))	<u>\$698.20</u>	<u>\$732.41</u>

C. The following rate schedule is adopted to encourage water conservation and promote environmental quality. Outside the City limits, for each one hundred cubic feet, or

major fraction (approximately seven hundred fifty gallons) of water used, there will be the following consumption charges:

Monthly Water Usage (in cubic feet)	Rate Per Hundred Cubic Feet		
	((2024))	<u>2025</u>	<u>2026</u>
Zero up to 600 (Charge for all use: zero up to 600.)	((<u>\$0.5572</u>))	<u>\$0.5962</u>	<u>\$0.6254</u>
Greater than 600 up to 1,000 (Charge for all use: zero up to 1,000.)	((<u>\$1.1567</u>))	<u>\$1.2377</u>	<u>\$1.2983</u>
Greater than 1,000 (Charge for all use: zero to amount used.)	((<u>\$1.6728</u>))	<u>\$1.7899</u>	<u>\$1.8776</u>

D. Capital Charge.

In addition to the ~~((basic))~~ size of service/service charge and consumption charge, there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 10: That SMC section 13.04.20161 is amended to read as follows:

13.04.20161 PDA Water Rates

A. These rates apply to residential customers located within a designated and approved Public Development Authority (PDA).

1. Basic Charge – Residential Customer:

((2024))	<u>2025</u>	<u>2026</u>
((<u>\$18.76</u>))	<u>\$19.04</u>	<u>\$19.97</u>

2. Consumption Charge – Residential Customer.

The following consumption charge rate schedule is adopted to encourage water conservation and promote environmental quality. Within the PDA boundaries, for each one hundred cubic feet, or major fraction (approximately seven hundred fifty gallons) of water used, there will be the following consumption charges:

Monthly Water Usage (in cubic feet)	Rate Per Hundred Cubic Feet

	<u>((2024))</u>	<u>2025</u>	<u>2026</u>
Zero up to 600	<u>(((\$0.3584))</u>	<u>\$0.3581</u>	<u>\$0.3756</u>
Greater than 600 up to 1,200	<u>(((\$0.7577))</u>	<u>\$0.7577</u>	<u>\$0.7948</u>
Greater than 1,200 up to 2,500	<u>(((\$1.0193))</u>	<u>\$1.0193</u>	<u>\$1.0692</u>
Greater than 2,500 up to 4,500	<u>(((\$1.3088))</u>	<u>\$1.6115</u>	<u>\$1.6905</u>
Greater than 4,500	<u>(((\$1.6344))</u>	<u>\$2.3179</u>	<u>\$2.4315</u>

B. These rates apply to commercial customers located within a designated and approved Public Development Authority (PDA).

1. Size of Service / Meter Charge Per Month.

Size of Service	Meter Charge Per Month		
	<u>((2021))</u>	<u>2025</u>	<u>2026</u>
1 inch or smaller	<u>(((\$19.89))</u>	<u>\$21.28</u>	<u>\$22.33</u>
1 ½ inch	<u>(((\$32.44))</u>	<u>\$34.71</u>	<u>\$36.41</u>
2 inch	<u>(((\$45.97))</u>	<u>\$49.19</u>	<u>\$51.60</u>
3 inch	<u>(((\$73.63))</u>	<u>\$78.78</u>	<u>\$82.64</u>
4 inch	<u>(((\$101.41))</u>	<u>\$108.51</u>	<u>\$113.83</u>
6 inch	<u>(((\$143.45))</u>	<u>\$153.49</u>	<u>\$161.01</u>
8 inch	<u>(((\$293.91))</u>	<u>\$314.48</u>	<u>\$329.89</u>
10 inch	<u>(((\$429.21))</u>	<u>\$459.25</u>	<u>\$481.76</u>

2. Commercial Consumption.

The following rate schedule is adopted to encourage water conservation and promote environmental quality. For each one hundred cubic feet, or major fraction (approximately seven hundred fifty gallons) of water used, there will be the following monthly consumption charges:

PDA Monthly Water Usage (in cubic feet)	Rate Per Hundred Cubic Feet		
	<u>((2024))</u>	<u>2025</u>	<u>2026</u>
Zero up to 600 (Charge for all use: zero up to 600.)	<u>(((\$0.3715))</u>	<u>\$0.3975</u>	<u>\$0.4170</u>
Greater than 600 up to 1,000 (Charge for all use: zero up to 1,000.)	<u>(((\$0.7709))</u>	<u>\$0.8249</u>	<u>\$0.8653</u>

Greater than 1,000 (Charge for all use: zero to amount used.)	(((\$1.1152))	<u>\$1.1933</u>	<u>\$1.2518</u>
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3. Capital Charge. In addition to the basic charge and consumption charge, there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 11: That SMC section 13.04.2025 is amended to read as follows:

13.04.2025 Tap and Meter Requirements and Fees

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

Section 12. Effective Date. This ordinance shall take effect and be in force on January 1, 2025.

PASSED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council:

Committee: PIES **Date:** 10/21/2024

Committee Agenda type: Consent

Date Rec'd 9/24/2024

Clerk's File # ORD C36588

Cross Ref # C36425

Project #

Council Meeting Date: 10/07/2024

Submitting Dept	PUBLIC WORKS	Bid #	
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Contact Name/Phone	MARLENE FEIST (509) 625-6505	Requisition #	
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Contact E-Mail	MFEIST@SPOKANECITY.ORG		
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Agenda Item Type	First Reading Ordinance		
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Council Sponsor(s)	BWILKERSON JBINGLE KKLITZKE		
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Agenda Item Name	4100 - WATER - WASTEWATER CAPITAL RATES ORDINANCE		
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Agenda Wording

Ordinance for the rates of Water-Wastewater public utilities and services, amending SMC sections 13.035.500; to chapter 13.035 of the Spokane Municipal Code; and setting an effective date.

Summary (Background)

After presentations and discussions with the Council and the Mayor, the approach to establish utility rates for the next two years (2025-2026) is anticipated to support our most vulnerable customers, maintain affordability, encourage diversion of organics and lower water use, ensure each class of customer is paying their fair share, and improve financial stability to ensure quality service delivery.

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

Agenda Wording

Summary (Background)

Approvals

Dept Head

FEIST, MARLENE

Division Director

FEIST, MARLENE

Accounting Manager

ALBIN-MOORE, ANGELA

Legal

SCHOEDEL, ELIZABETH

For the Mayor

PICCOLO, MIKE

Additional Approvals

Distribution List

publicworksaccounting@spokanecity.org

eraea@spokanecity.org

eschoedel@spokanecity.org

kemiller@spokanecity.org

mfeist@spokanecity.org

mmarroquin@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	September 16, 2024
Submitting Department	Public Works
Contact Name	Marlene Feist
Contact Email & Phone	mfeist@spokanecity.org ; (509) 625-6505
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 15 minutes
Agenda Item Name	Utility Rate Setting for 2025 and 2026
Proposed Council Action	<input type="checkbox"/> Approval to proceed to Legislative Agenda <input checked="" type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Following discussions with Council on priorities during the March 18, April 15, and August 19 PIES meetings as well as during a study session on May 2, Public Works will provide additional information on the proposed approach to utility rate setting for 2025 and 2026. At the September session, we provide updated budget numbers and additional information on 2026.</p> <p>Based on our discussions with Council and the Mayor, PW approach to utility rates for the next two years is intended to:</p> <ul style="list-style-type: none"> • Support our most vulnerable customers • Maintain affordability • Encourage diversion of organics and lower water use • Ensure each class of customer is paying their fair share • Improve financial stability to ensure quality service delivery <p>Background: The City's utilities rates are set to expire at the end of 2024 and new rates are needed prior to 2025. The intent will be to establish a rate for two years (2025-2026) after which the focus will be to establish a rate for four years as a way to develop a stable financial planning tool that will be vital for prudent fiscal management and financial sustainability.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input 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>Rate recommendations are designed to pay for operational and capital costs of the utilities while considering affordability and predictability for customers.</u></p> <p>Funding Source <input 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? 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.) Generates revenue for 2025 and 2026 biennium budget.</p>	

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

- What impacts would the proposal have on historically excluded communities?
Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans.
- 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 proposal includes elements that support vulnerable customers—those with lower incomes, seniors, and disabled.

- 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.

Public Works hired a nationally recognized consulting firm, FCS, to inform a rate structure for the City of Spokane that reflects best management practices and policies to provide the City with prudent fiscal management and financial stability for the City’s Utilities.

- 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 manage costs, support approved projects in the 6-year CIP, and meet levels of service in the Water System Plan and Comprehensive Plan.

Council Subcommittee Review

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

N/A

ORDINANCE NO. C36588

AN ORDINANCE relating to the rates of Water-Wastewater public utilities and services, amending SMC sections 13.035.500; to chapter 13.035 of the Spokane Municipal Code; and setting an effective date.

The City of Spokane does ordain:

Section 1: That SMC section 13.035.500 is amended to read as follows:

13.035.500 Water-Wastewater Capital Rates

- A. In addition to user charges (basic charges and consumption charges) for providing utility services to customers, all accounts are assessed a water-wastewater capital management fund charge which shall be placed in a separate fund, reserved for purposes of contribution to water-wastewater capital infrastructure.
- B. The following rates shall apply to the water-wastewater capital management fund charge and shall be separately itemized on the utility bill:

Water-wastewater Capital Rates – per month			
	((2024))	<u>2025</u>	<u>2026</u>
Domestic user (Per single-family residence or equivalent residential unit):			
Domestic user – In City	((\$33.11))	<u>\$34.43</u>	<u>\$36.12</u>
Domestic user – Outside City	((\$37.94))	<u>\$39.46</u>	<u>\$41.39</u>
Commercial User:			
Commercial user – In City: Minimum commercial user charge (includes first forty eight units)	((\$33.11))	<u>\$35.43</u>	<u>\$37.16</u>
Commercial user – In City: Water-wastewater consumption charge (over forty eight units) (per hundred cubic feet)	((\$0.6945))	<u>\$0.7431</u>	<u>\$0.7795</u>
Commercial user – Outside City: Minimum commercial user charge (includes first twenty eight units)	((\$37.94))	<u>\$40.60</u>	<u>\$42.58</u>
Commercial user – Outside City: Water-wastewater consumption charge (over twenty eight units) (per hundred cubic feet)	((\$1.3886))	<u>\$1.4858</u>	<u>\$1.5586</u>
Other services:			

PDA - Domestic User	((<u>\$33.11</u>))	<u>\$34.43</u>	<u>\$36.12</u>
PDA - Commercial user Minimum commercial user charge (includes first forty eight units)	((<u>\$33.11</u>))	<u>\$35.43</u>	<u>\$37.16</u>
PDA - Commercial user Water-wastewater consumption charge (over forty eight units) (per hundred cubic feet)	((<u>\$0.6945</u>))	<u>\$0.7431</u>	<u>\$0.7795</u>
PDA Water only Domestic User - Capital Charge	((<u>\$13.25</u>))	<u>\$13.78</u>	<u>\$14.46</u>
PDA Water only Commercial User Minimum commercial user charge (includes first forty eight units)	((<u>\$13.25</u>))	<u>\$14.18</u>	<u>\$14.87</u>
PDA Water Only Commercial User Capital consumption charge (over forty eight units) (per hundred cubic feet)	((<u>\$0.2777</u>))	<u>\$0.2971</u>	<u>\$0.3117</u>
PDA Wastewater only Domestic User– Capital Charge	((<u>\$19.86</u>))	<u>\$21.25</u>	<u>\$22.29</u>
PDA Wastewater only Commercial User – minimum commercial user charge (includes first forty-eight units)	((<u>\$19.86</u>))	<u>\$21.25</u>	<u>\$22.29</u>
PDA Wastewater only Commercial User Capital consumption charge (over forty eight units) (per hundred cubic feet)	((<u>\$0.4167</u>))	<u>\$0.4459</u>	<u>\$0.4677</u>
Service outside City utility service area (per hundred cubic feet). This rate shall apply unless modified by separate agreement	((<u>\$1.3886</u>))	<u>\$1.4858</u>	<u>\$1.5586</u>
Non-domestic process water- wastewater capital rate (per thousand gallons)	((<u>\$47.60</u>))	<u>\$50.93</u>	<u>\$53.43</u>
Septage charge (per thousand gallons)	((<u>\$47.60</u>))	<u>\$50.93</u>	<u>\$53.42</u>
Water Service Only Domestic User- Capital Charge – In City	((<u>\$13.25</u>))	<u>\$13.78</u>	<u>\$14.46</u>
Water Service Only Domestic User- Capital Charge – Outside City	((<u>\$15.18</u>))	<u>\$15.79</u>	<u>\$16.56</u>

Water Service Only Commercial User – Minimum Capital Charge – In City (includes first forty eight units)	(((\$13.25))	<u>\$14.18</u>	<u>\$14.87</u>
Water Service Only Commercial User – In City -capital consumption charge (over forty eight units) (per hundred cubic feet)	(((\$0.2777))	<u>\$0.2971</u>	<u>\$0.3117</u>
Water Service Only Commercial User – Minimum Capital Charge – Outside City (includes first twenty eight units)	(((\$15.18))	<u>\$16.24</u>	<u>\$17.04</u>
Water Service Only Commercial User – Outside City – capital consumption charge (over twenty eight units) (per hundred cubic feet)	(((\$0.5555))	<u>\$0.5944</u>	<u>\$0.6235</u>
Water Service Only - Other Purveyors - Continuous Supplemental Water User – Outside City – capital consumption charge (per hundred cubic feet)	(((\$0.391))	<u>\$0.4182</u>	<u>\$0.4388</u>
Wastewater Service Only Domestic User – Capital Charge – In City	(((\$19.86))	<u>\$21.25</u>	<u>\$22.29</u>
Wastewater Service Only Domestic User – Capital Charge – Outside City	(((\$22.76))	<u>\$24.35</u>	<u>\$25.55</u>
Wastewater Service Only – Commercial User – Minimum Capital Charge – In City (includes first forty eight units)	(((\$19.86))	<u>\$21.25</u>	<u>\$22.29</u>
Wastewater Service Only Commercial User – In City – capital consumption charge (over forty eight units) (per hundred cubic feet)	(((\$0.4167))	<u>\$0.4459</u>	<u>\$0.4677</u>
Wastewater Service Only Commercial User – Minimum Capital Charge – Outside City (includes first twenty eight units)	(((\$22.76))	<u>\$24.35</u>	<u>\$25.55</u>
Wastewater Service Only Commercial User – Outside City – capital consumption charge (over twenty eight units) (per hundred cubic feet)	(((\$0.833))	<u>\$0.8913</u>	<u>\$0.9350</u>

Section 2. Effective Date. This ordinance shall take effect and be in force on January 1, 2025.

PASSED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 10/21/2024**Committee Agenda type:** Consent**Date Rec'd**

9/24/2024

Clerk's File #

ORD C36589

Cross Ref #

C36428

Project #**Council Meeting Date:** 10/07/2024**Submitting Dept**

PUBLIC WORKS

Bid #**Contact Name/Phone**

MARLENE FEIST (509) 625-6505

Requisition #**Contact E-Mail**

MFEIST@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

BWILKERSON JBINGLE KKLITZKE

Agenda Item Name

4500 - SOLID WASTE COLLECTION RATES ORDINANCE

Agenda Wording

Ordinance for the rates of solid waste collection public utilities and services, amending SMC sections 13.02.0106, 13.02.0112, 13.02.0114, 13.02.0125, 13.02.0130, 13.02.0202, 13.02.0204, 13.02.0224, 13.02.0232, 13.02.0238, 13.02.0244, Continued...

Summary (Background)

After presentations and discussions with the Council and the Mayor, the approach to establish utility rates for the next two years (2025-2026) is anticipated to support our most vulnerable customers, maintain affordability, encourage diversion of organics and lower water use, ensure each class of customer is paying their fair share, and improve financial stability to ensure quality service delivery.

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

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Select

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Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

13.02.0300, 13.02.0304, 13.02.0306, 13.02.0310, 13.02.0314, 13.02.0316, 13.02.0318, 13.02.0324, 13.02.0330, 13.02.0332, 13.02.0334, 13.02.0340, 13.02.0342, 13.02.0344, 13.02.0352, 13.02.0354, 13.02.0358, 13.02.0360, 13.02.0364, 13.02.0366, 13.02.0402, 13.02.0406, 13.02.0408, 13.02.0410, 13.02.0502, 13.02.0504, 13.02.0506, 13.02.0508, 13.02.0510, 13.02.0512, 13.02.0514, 13.02.0518, 13.02.0520, 13.02.0522, 13.02.0528, 13.02.0550, 13.02.0552, 13.02.0554, 13.02.0560, 13.02.0561, 13.02.0562, 13.02.0563, and 13.02.0568; to chapter 13.02 of the Spokane Municipal Code; and setting an effective date.

Summary (Background)

Approvals

Dept Head

FEIST, MARLENE

Division Director

FEIST, MARLENE

Accounting Manager

ALBIN-MOORE, ANGELA

Legal

SCHOEDEL, ELIZABETH

For the Mayor

PICCOLO, MIKE

Additional Approvals

Distribution List

publicworksaccounting@spokanecity.org

eraea@spokanecity.org

eschoedel@spokanecity.org

kemiller@spokanecity.org

mfeist@spokanecity.org

mmarroquin@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	September 16, 2024
Submitting Department	Public Works
Contact Name	Marlene Feist
Contact Email & Phone	mfeist@spokanecity.org ; (509) 625-6505
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 15 minutes
Agenda Item Name	Utility Rate Setting for 2025 and 2026
Proposed Council Action	<input type="checkbox"/> Approval to proceed to Legislative Agenda <input checked="" type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Following discussions with Council on priorities during the March 18, April 15, and August 19 PIES meetings as well as during a study session on May 2, Public Works will provide additional information on the proposed approach to utility rate setting for 2025 and 2026. At the September session, we provide updated budget numbers and additional information on 2026.</p> <p>Based on our discussions with Council and the Mayor, PW approach to utility rates for the next two years is intended to:</p> <ul style="list-style-type: none"> Support our most vulnerable customers Maintain affordability Encourage diversion of organics and lower water use Ensure each class of customer is paying their fair share Improve financial stability to ensure quality service delivery <p>Background: The City's utilities rates are set to expire at the end of 2024 and new rates are needed prior to 2025. The intent will be to establish a rate for two years (2025-2026) after which the focus will be to establish a rate for four years as a way to develop a stable financial planning tool that will be vital for prudent fiscal management and financial sustainability.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input 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>Rate recommendations are designed to pay for operational and capital costs of the utilities while considering affordability and predictability for customers.</u></p> <p>Funding Source <input 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? 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.) Generates revenue for 2025 and 2026 biennium budget.</p>	

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

- What impacts would the proposal have on historically excluded communities?
Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans.
- 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 proposal includes elements that support vulnerable customers—those with lower incomes, seniors, and disabled.

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- 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 manage costs, support approved projects in the 6-year CIP, and meet levels of service in the Water System Plan and Comprehensive Plan.

Council Subcommittee Review

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

N/A

ORDINANCE NO. C36589

AN ORDINANCE relating to the rates of Solid Waste Collection public utilities and services, amending SMC sections 13.02.0106, 13.02.0112, 13.02.0114, 13.02.0125, 13.02.0130, 13.02.0202, 13.02.0204, 13.02.0224, 13.02.0232, 13.02.0238, 13.02.0244, 13.02.0300, 13.02.0304, 13.02.0306, 13.02.0310, 13.02.0314, 13.02.0316, 13.02.0318, 13.02.0324, 13.02.0330, 13.02.0332, 13.02.0334, 13.02.0340, 13.02.0342, 13.02.0344, 13.02.0352, 13.02.0354, 13.02.0358, 13.02.0360, 13.02.0364, 13.02.0366, 13.02.0402, 13.02.0406, 13.02.0408, 13.02.0410, 13.02.0502, 13.02.0504, 13.02.0506, 13.02.0508, 13.02.0510, 13.02.0512, 13.02.0514, 13.02.0518, 13.02.0520, 13.02.0522, 13.02.0528, 13.02.0550, 13.02.0552, 13.02.0554, 13.02.0560, 13.02.0561, 13.02.0562, 13.02.0563, and 13.02.0568; to chapter 13.02 of the Spokane Municipal Code; and setting an effective date.

The City of Spokane does ordain:

Section 1: That SMC section 13.02.0106 is amended to read as follows:

13.02.0106 Collection Service – Kinds of Service

A. Collection services referenced in this chapter are identified in relation to:

1. style or capacity of container and associated department collection vehicles and equipment: “commercial/residential” and “automated/semi-automated” service. In limited circumstances, as permitted by the director, an account may be served manually, i.e., without direct assistance of equipment;
2. time shift services are provided: “Day/Night/Early Day” service;
3. pickup location: “Alley/curb/rollout”; and
4. recycling based upon use of premises: “Residential-use/nonresidential-use” premises.

B. Commercial/Residential Service.

Solid waste collection service to premises is classified as “residential” or “commercial” based upon the type of container determined to serve said premises by director, considering the nature and quantity of solid waste generated, the public health and safety, and business and administrative convenience and efficiency.

1. "Commercial service" is provided with larger capacity containers, which include one- to six-cubic-yard dumpsters, front or rear loaded, and twenty- and thirty-cubic-yard rolloff containers. Such containers are supplied by the department.
 - a. "Commercial service" further includes compactor container service. Customers may supply containers for compactor service, ranging from ~~((two))~~ one - to forty-cubic-yard capacity, subject to approval by the department for compatibility with collection vehicles.
 - b. Commercial-service containers are associated with business and commercial customer needs, although larger multi-unit residential premises sometimes also use them.
 - c. Similar commercial-capacity containers, except compactors, are used for general-mixed solid waste and recyclable materials.
 - d. One-yard rear load dumpsters are only available in the downtown area for night collection, unless approved by the director on a case-by-case basis.
2. "Residential service" is provided with automated carts in different sizes. This service is for residential customer general-mixed solid waste and recyclable needs.
 - a. Oversized containers will be billed extra.

C. Automated Semi-automated Service.

"Automated service" is collection service provided with a single operator and collection vehicle. It is distinguished from "semi-automated service", which uses a different collection vehicle and, occasionally, a two-person crew. Most residential and commercial service is automated service.

D. Day/Night/Early Day Service.

Collection services are provided in three time shifts.

1. "Day" service starts at ~~((seven))~~ six a.m.
2. "Early-day" service starts at ~~((six))~~ five a.m.
3. "Night" service is from ten p.m. to six-thirty a.m.

E. Alley/Curb/Rollout Service.

“Alley”, “curb” or “rollout” service refers to the service pickup location of the container for the area or premises served,

1. “Alley service” means the department collects from areas located in or along alleys. It is provided for some residential and commercial container service.
2. “Curb service” means collection at the curb of the public right-of-way adjacent to the premises served, including adjacent sidewalk area.
3. “Rollout service” means that the collector must retrieve the carts from a location more than ~~((six))~~ two feet from the vehicle access point for automated service, or more than ~~((twelve))~~ six feet from the vehicle access point for semi-automated service areas.

The director determines which locations are best suited for alley or curb pickup, and the specific location for such pickup, based upon considerations of vehicle access, site-specific conditions and operational efficiency and convenience. For residential areas, curb pickup is used unless otherwise ordered by the director.

All containers, for all waste stream types, will be picked up in the same designated location, with the exception of commercial service.

F. Residential or Curbside and Nonresidential Recycling Collection Service.

Recycling service is classified based upon the style of container. “Residential” recycling service, also sometimes referenced as “residential curbside” recycling service, is offered to those premises primarily used for human occupancy (“residential-use premises”) and using City-provided automated refuse carts for disposal of household trash. Other customers may use or be required to use commercial-style containers for the convenience and efficiency of the customer or the department.

Section 2: That SMC section 13.02.0112 is amended to read as follows:

13.02.0112 Departments

“Department” means the solid waste collection department as defined in SMC 03.01A.450 for matters within its municipal departmental responsibility and the solid waste disposal department as defined in SMC 03.01A.470 for matters within its municipal departmental responsibilities. ~~((Each director may perform functions and assist the other as the director may mutually desire.))~~

Section 3: That SMC section 13.02.0114 is amended to read as follows:

13.02.0114 Director

“Director” means the director of ~~((the solid waste collection department))~~ solid waste management for areas within solid waste disposal and solid waste collection ~~((that))~~ municipal department’s functions, ~~((and the director of the solid waste disposal department for areas within that municipal department’s functions))~~ unless otherwise stated or indicated by context.

Section 4: That SMC section 13.02.0125 is amended to read as follows:

13.02.0125 Solid Waste Permit

“Solid waste permit” is issued by the director of solid waste ~~((collection))~~ management for roll-off containers used solely for demolition purposes pursuant to a valid demolition permit issued by the City of Spokane under the following conditions:

- A. Roll-off containers will be allowed for demolition purposes which result from incidental hauling as defined in SMC 13.02.0119 only;
- B. Container must be owned and operated exclusively by the demolition ~~((permittee))~~ permittee, direct employee, or subcontractor under contract by permit holder, pursuant to a valid demolition permit issued by the City of Spokane and be clearly identifiable as being owned and operated exclusively by the demolition ~~((permittee))~~ permittee;
- C. Each container must be inspected by the solid waste collection department and have affixed in a visible area, an annual permit tag;
- D. All waste shall be hauled to a permitted facility as defined in SMC 13.02.01191; and
- E. All receipts for disposal must be available for inspection by the building inspectors, code enforcement officers or solid waste collection department staff. Such party shall furnish promptly such records or information as requested, at no cost to the City.
- F. Failure to comply shall result in revocation of the solid waste permit and may result in penalties.

Section 5: That SMC section 13.02.0130 is amended to read as follows:

13.02.0130 Transfer Station

“Transfer station” is a permanent, fixed supplemental collection and transportation facility owned by Spokane County used by persons and collection vehicles to deposit solid waste into a larger transfer vehicle for transport to a permanent disposal site.

Section 6: That SMC section 13.02.0202 is amended to read as follows:

13.02.0202 Compulsory Service

The maintenance of the public health, safety, sanitation and aesthetics requires that all generators of solid waste in the City of Spokane accept, arrange for and pay for solid waste collection and disposal services established by the City including non-permanent sites (such as RV Lots, food trucks, etc). Said mandatory service includes the collection of general-mixed solid wastes as well as payment for the department’s residential curbside recycling collection program.

Section 7: That SMC section 13.02.0204 is amended to read as follows:

13.02.0204 Private Hauling Prohibited – Special Reports – Solid Waste Franchises – Commercial Recycling – Construction, Demolition and Landclearing Waste

- A. Except where preempted by state law or pursuant to a written City contract or franchise as provided hereafter, no person may provide solid waste collection or solid waste disposal services or residential recycling collection services otherwise provided by the city solid waste collection and disposal departments within the City.
1. Specifically, the use of roll-off boxes or tilt-frame trucks by persons other than the solid waste collection department or persons authorized by City contract, City franchise, or City solid waste permit (as defined in [SMC 13.02.0125](#)) is prohibited.
 - a. A “roll-off box or container” is defined as a non-motorized container that is left at a site in which is deposited trash, construction debris and/or garbage. It is normally metal and capable of being hauled to be dumped elsewhere.
 2. The following specialized solid waste handling equipment is prohibited from use in the city without a franchise, solid waste permit or written approval from the solid waste collection department:

- a. Front, rear or side load waste collection vehicle;
- b. Tilt-frame collection vehicle for the hauling of roll-off waste containers or waste compactors;
- c. Private roll-off waste container;
- d. Intermodal container used for solid waste disposal;
- e. Container carrier truck or container delivery truck for the hauling of solid waste containers; and
- f. Solid waste container for the collection of solid waste is one-yard, two-yard, three-yard, four-yard, six-yard, or eight-yard size.

B. Private junk removal or hauling services are prohibited to the extent they involve collection or hauling of solid waste, including construction, demolition and landclearing wastes. Private cleanup services not involving regular routes and which may include incidental hauling as defined in [SMC 13.02.0119](#) may be permitted where:

- 1. A substantial charge is made for premises cleanup labor and hauling charges are incidental thereto;
- 2. All non-recyclable materials are source separated and disposed of at the City's Waste to Energy Facility or the Spokane County Regional Solid Waste System;
- 3. Such disclosure and reporting requirements as prescribed by the director are followed; and
- 4. No solid waste hauling which could be the subject of any WUTC regulatory action occurs; and
- 5. Parties engaged in such activities accept and agree to any other regulatory or contractual arrangements as the director may determine appropriate to assure maintenance of solid waste collection and disposal departmental control of collection and disposal of solid waste in the city of Spokane.

C. Solid Waste Franchises.

- 1. Persons holding a state certificate of public convenience and necessity within any areas annexed and entitled to an exclusive municipal franchise following annexation under RCW 35.13.280 are hereby granted an exclusive franchise

as provided by law for a period of seven years commencing at the effective date of annexation.

- a. The director of solid waste (~~(collection)~~) management is authorized to extend the time of such franchises, considering the value of any interests cancelled because of an annexation and the City's assumption of solid waste authority, not to exceed an additional three years, but any extension shall be in writing and upon such conditions as the director may require, in the exercise of sound discretion.
 - b. The director may present a separate franchise document for approval by any affected party, but failure of said party to sign or accept the same shall not delay the operation of this section, or the director may deem said failure to be a surrender or abandonment of all rights.
 - c. The terms of this section shall form the basis of any franchise or contract for such solid waste collection privileges.
 - d. If a franchise is granted within an annexation area per this section, at the end of the franchise service term, the other party will provide current service level records to assist the City with transitioning customers to City service.
2. Any party collecting solid waste in the city of Spokane pursuant to this subsection (C) of this section is subject to the following further conditions:
- a. The franchise shall not exceed the scope of permission as to kind of service, territory or any other permission relating to solid waste granted by any state certificate of public convenience and necessity that has been cancelled by operation of the annexation law in effect prior to the time of annexation.
 - b. Rates shall be fair and reasonable. Compliance with WUTC-approved rates for similar services shall be presumed fair and reasonable, but rates in excess of such rates shall be presumed not to be fair and reasonable, all rates subject to review and approval by the director of solid waste (~~(collection)~~) management guided by standards applicable to WUTC certificated haulers.
 - c. Service levels shall be adequate and sufficient to satisfy all customer needs. Service levels at least to the level currently provided by the City of Spokane department of solid waste collection shall be presumed adequate and sufficient. Service not to such level shall be presumed

insufficient, but all service is subject to review and approval by the director of solid waste ((collection)) management who shall consider WUTC policies and practices.

- d. The hauler shall be solely and separately responsible for all activities and shall never represent that it is an employee or agent of the City of Spokane.
 - i. The hauler must indemnify and hold harmless the City, its officers, agents and employees from all loss or liability for the service provider's actions in connection with the enjoyment of service privileges.
 - ii. The party may be required to furnish evidence of insurance, including naming the City of Spokane as an additional named insured on the insurance levels as the director may reasonably require, in consultation with the city risk manager, considering the nature and scope of service activities and level of risk to the public therefrom.

D. Commercial Recycling Hauling.

1. Persons engaged in commercial recycling hauling for hire are not subject to requirements of a municipal solid waste contract or franchise under this section, but must submit a written location disclosure report to be reviewed by the director. The report must contain the following information: destination of haul, resulting useful product showing recycling use, and proof of commercial value of said product.
 - a. The report is due at or before the time of placement of any containers for recyclables collection.
 - b. All recycling containers placed must be clearly labeled "recyclables only" in ~~((large twelve-inch block letters of))~~ contrasting colors on all exterior sides.
 - c. Haulers are also responsible to explain City requirements to segregate recyclables from solid waste to their customers.
 - d. Additionally recycling haulers must file a written annual report with the director of solid waste management no later than February 1st for the prior year's recycling activities.

- e. A copy of the Annual Recycling Survey Report as submitted to Spokane County or the department of ecology required by chapter 70.95 RCW for the immediate past year.
- 2. "Commercial recycling hauling" for purposes of reporting requirements consists of collection and transportation of source-separated (that is, separated by the original generator) recyclable materials from a drop-off box, or from a commercial or industrial generator of recyclable materials to a processor of recyclable materials or end user of recyclable materials.
 - a. Recyclable materials must contain no solid waste (non-recyclable materials). However, adjustments to this requirement may be made by the director, granted only in writing, if the applicant can demonstrate to the director that its activities are in the best interests of the public health and safety for meeting the recycling goals set forth in the Spokane County Solid Waste Management Plan.
 - b. All recyclable materials shall be processed and marketed in such a way that they are recycled rather than disposed of as solid waste.
 - c. All persons engaged in commercial recycling shall provide documentation of the final disposition of all recyclable materials upon request by the director. These records shall be maintained for a minimum of three years.

E. Construction, Demolition and Landclearing Waste.

- 1. Construction, demolition and landclearing wastes are defined in SMC 13.02.0109, and are a result of construction, demolition and landclearing activities, which are generated under a valid building or demolition permit issued by the City of Spokane.
- 2. Collection and hauling for hire by private haulers is prohibited without possession of a current valid franchise issued by the City of Spokane.
- 3. Persons who create construction, demolition and/or landclearing wastes as a result of construction, demolition or landclearing activities shall haul construction demolition and landclearing wastes to a Spokane regional health district permitted facility located within Spokane county.
- 4. All building or demolition permitted sites must have a City of Spokane solid waste container for putrescible waste generated at the job site.

5. All receipts for disposal must be available for inspection by the building inspectors, code enforcement officers or solid waste collection department staff.
 6. The solid waste collection department will provide hauling services for construction, demolition and landclearing wastes upon request.
 - a. The generator shall establish an account for the billing of the disposal of the materials at the permitted facility to be paid by the generator.
 - b. The City of Spokane retains all rights permitted to cities concerning the management of all solid waste as provided for under Washington State law.
 - c. Construction, demolition and landclearing wastes collected and hauled by the City of Spokane which are refused will either be returned to the generator or hauled to the Spokane waste-to-energy facility (~~or other appropriate transfer station,~~) at generator's expense.
- F. All records of any party engaged in activities relating to collection of solid waste or recycling as identified under this section are subject to inspection and copying by the director. Such parties shall furnish promptly such records or information as the director may require, at no cost to the City.
- G. In addition to any other provision, any person in violation of applicable requirements in this section shall be subject to revocation of said party's collection privileges.
 1. Except in case of danger to the public health safety, as the director may determine, or where otherwise provided, no revocation shall occur prior to thirty days' written notice by the director to the party subject to revocation, specifying the violation and providing for an opportunity to correct the same.
 2. If the director determines such violation is not corrected after thirty days, the director may issue an order requiring the party to show cause before the city hearing examiner why collection privileges should not be cancelled.
 3. Upon receipt of such order, the hearing examiner schedules a hearing and determines the issue, subject to appeal within fourteen days to city council on the record submitted, without additional testimony.
- H. Upon cancellation of any collection privileges, the holder thereof shall peacefully surrender all territory, providing such information related thereto at no cost to the City, as the director may require.

- I. The director of solid waste (~~collection~~) management is vested with the duty of administering the provisions of this section. The director may prepare and require the use of such forms as deemed needed for administering the requirements of this section.

Section 8: That SMC section 13.02.0224 is amended to read as follows:

13.02.0224 Abatement of Public Nuisance

- A. Failure of an owner or occupant of any occupied premises to receive weekly solid waste collection service is declared to be a public nuisance, as a condition tending to promote the breeding of vermin and spread of disease.
- B. Notwithstanding any other provision of this chapter, and in addition thereto, the maintenance of any condition upon premises creating or tending to create a risk to the public health or safety, specifically including but not limited to the accumulation of solid waste, including garbage, refuse, or any malodorous, unhealthful, flammable, or putrescent materials on premises shall constitute a public nuisance and, in the discretion of the fire inspector, building official, code enforcement official, health officer, or director shall be susceptible to abatement by the City, with or without prior notice, at the expense and liability of the premises owner and/or the person causing or maintaining the same.
- C. Costs of abatement of any nuisance as above defined are declared to be part of municipal solid waste collection and disposal service which may be billed as a utility service to the premises where the condition arose or exists. This section shall not limit the City or premises owners' rights to seek recovery against other responsible persons.
- D. The costs of abatement by the City include, but are not limited to, personnel and equipment costs, both direct and indirect, costs incurred in documenting the violation; hauling, transportation, and disposal expenses; filing fees; and actual expenses and costs of the City in preparing notices, specifications, and contracts, and in accomplishing and/or contracting and inspecting the work; the costs of any required printing or mailing; and any others costs to provide collection and disposal service.

1. Notice of Violation – Service Charge.

Failure to remedy a nuisance condition listed under this chapter that results in abatement by the City after a notice of violation has been provided will result in an eighty-five dollar fee to defray administration costs related to providing solid waste collection and disposal services.

2. Abatement – Minimum Service Charge.

The required number of personnel for an abatement will be at the discretion of the director or code enforcement supervisor, and will be billed at a half-hour minimum for travel to the premises and abatement of the nuisance. In addition, time required to transport and dispose of abated materials will be based on a half-hour minimum. Additional time will be billed at quarter hour increments.

- a. For travel time and abatement labor charges, the service charge will be billed at a half hour minimum.

- i. Service charge for one half-hour under this section: (~~One hundred thirty-six dollars six cents.~~)

((2024))	<u>2025</u>	<u>2026</u>
(((\$136.06))	<u>\$145.58</u>	<u>\$155.78</u>

- ii. Service charge for each additional quarter-hour: (~~Sixty-eight dollars three cents.~~)

((2024))	<u>2025</u>	<u>2026</u>
(((\$68.03))	<u>\$72.79</u>	<u>\$77.89</u>

- iii. Service charge for each additional personnel will be billed:

~~((A. sixty-one dollars nine cents per hour, or~~

~~B. thirty dollars fifty-five cents per half-hour, or~~

~~C. fifteen dollars twenty-seven cents per quarter-hour.))~~

	((2024))	<u>2025</u>	<u>2026</u>
<u>per hour</u>	(((\$61.09))	<u>\$65.37</u>	<u>\$69.94</u>
<u>per half hour</u>	(((\$30.55))	<u>\$32.69</u>	<u>\$34.98</u>
<u>per quarter hour</u>	(((\$15.27))	<u>\$16.34</u>	<u>\$17.48</u>

- b. For transporting solid waste to the proper disposal facility; the service charge will be billed at a half-hour minimum.

- i. Service charge for one-half hour under this section: (~~Sixty-two dollars ninety-five cents.~~)

((2024))	<u>2025</u>	<u>2026</u>
(\$62.95)	<u>\$67.36</u>	<u>\$72.07</u>

- ii. Service charge for each additional quarter-hour: (~~Thirty-one dollars forty-seven cents.~~)

((2024))	<u>2025</u>	<u>2026</u>
(\$31.47)	<u>\$33.67</u>	<u>\$36.03</u>

- c. In addition to the labor and equipment charges, there is added to this section a charge for waste disposal: Waste disposal rates pursuant to SMC 13.02.0528(C)

Section 9: That SMC section 13.02.0232 is amended to read as follows:

13.02.0232 Deposits – Mandatory Combined Billing

- A. The utilities billing division or director may order a deposit as a condition of initiating, continuing or restoring any service where it appears, in their discretion, there is a risk of nonpayment or underpayment or as permitted by 11 U.S.C. Section 366 or any other applicable law.
- B. Solid waste collection service, including recyclable materials, must be billed on a combined City utilities bill except upon written department approval.
 - 1. Where premises are not served by City water service or where an account is not otherwise included on a combined City utilities bill, such as a “refuse-only” account, the customer is required to tender a deposit of Five Hundred Dollars (\$500.00) to the department or an amount equal to the estimated cost of the service to be provided as determined by the department. Customer needs to contact My Spokane 3-1-1 or Utilities Billing to request this refund.

Section 10: That SMC section 13.02.0238 is amended to read as follows:

13.02.0238 Underbilling – Overbilling

- A. Policy.

It is the policy of the City to collect all amounts identifiable as due and owing for solid waste collection and disposal service from the account served, recognizing losses from

not collecting such amounts must be made up by moneys collected from all ratepayers. It is presumed that owners and occupants of premises are aware of the obligation to accept and pay for departmental services and the cost of such services for the premises concerned. Subject to this policy the director or administrative head of city utility billings has discretion to adjust billings considering individual account circumstances as follows:

1. Underbill – Underpayment.

Underbilling or underpayment because of customer errors or other reasons not the result of City errors will be collected in full. Underbilling or underpayment because of City error may be adjusted, considering the following criteria:

- a. Where it appears a customer or other person responsible for payment did not know and had no reason to know of the error, accrued charges may be waived which are over one year in arrears.
- b. In general, customers are presumed to know that solid waste collection and disposal service is not rendered for free, and there is a prima facie customer “reason to know” of an error where no charges are being assessed for premises receiving service, or failure to act or make reasonable inquiry promptly upon the presentation of a bill for services for premises inconsistent with services rendered thereto.
- c. In considering in individual cases where a customer knew or had reason to know of an underbilling error, the adjusting official may consider a customer’s status as a single-family account compared to a larger volume user, with a presumption that larger volume users should have a better awareness of the status of their service consumption and obligation to make proper payment therefor. Underbillings because of customer error or where it appears a customer knew or should have known of the error should be paid in full.

2. Overbill.

Where an account is overbilled or overpaid because of City error, not the result of customer fault, the refund period is up to one year from the time the error is reported to the City. Upon a written request by the customer to the director of solid waste management, the refund period may be extended beyond the limited one-year time frame on a case-by-case basis. Approved refunds are generally administered by an account credit for the premises served.

Section 11: That SMC section 13.02.0244 is amended to read as follows:

13.02.0244 No Gift, Credit or Free Service

A. No gift of public or departmental funds, free service or loan of credits or forbearance of collection of any obligation due and owing the department for services rendered by or available from the department shall ever be made.

1. This provision shall not preclude the director from granting, through neighborhood councils established as provided in [SMC 4.27.010](#), a credit of up to six thousand five hundred dollars (\$6,500.00) annually for community cleanup purposes. The director may establish further conditions of use, consistent with the purpose.

2. No credit may be carried over into a new calendar year.

B. Credits referenced in subsection (a) of this section may be used as follows:

1. Curbside.

a. Hourly fee charged for refuse truck and two staff members.

b. Tonnage fees at the waste-to-energy plant.

c. No large appliances/items.

d. Monday through Friday (no weekends).

2. Rolloff Dumpsters (large commercial type).

a. Delivery fee for each container.

b. Daily rental.

c. Haul fee.

d. Tipping fees at the waste-to-energy plant.

e. Weekend coverage overtime charges apply (one-day only event).

f. Weekend supervisor standby charges apply (one-day only event).

g. Weekend cleanups are subject to staff availability.

((f)) h. No weekend cleanups after November 1st.

3. Clean Green Program.

Charges are the same as subsection (B)(2) of this section, except subsection (B)(2)(d), which is charged at the lesser clean green rate.

4. Recycling Program.

Charges are the same as subsection (B)(2) of this section, except subsection (B)(2)(d). Processing fees and current market value of materials will determine if there is a cost or revenue earned for delivered materials at a recycling processing facility.

- a. Neighborhood councils must have an account set up, in advance, with a recycling processor of the city's choice to collect any revenue earned from recyclables collected during the community cleanup. Recycling processor will be selected based on conveniences such as location and days and hours of operation.
- b. Neighborhoods without an account set up at the selected recycling processor will forfeit any revenue earned from the sale of recycling materials. This revenue will belong to the solid waste collection department.

((4)) 5. Large Appliance Pickup.

- a. Hourly labor cost.
- b. Tonnage dump fees.
- c. Large appliances only: Freezers, stoves, drained hot water heaters, refrigerators, etc. Doors of refrigerators and freezers need to be removed.
- d. No appliance pickups after October 15th.

((5)) 6. Pass Program.

- a. Passholders collect material in neighborhood and haul to the waste-to-energy plant. Pass pays tipping fee only.
- b. City funds may not be used to pay for contracted labor.
- c. Vehicle license numbers and pass number used to track charges.

- d. City reserves the right to audit. Neighborhood council must present to the City a dispersal log of all passes.
- e. For accounting purposes, no passes will be accepted ((after December 15th)) thirty (30) days after the issue date.
- f. The pass program will end when the funds allotted for dump passes are exhausted for the year. This will vary year-to-year depending on pass redemption rates and overall neighborhood cleanup program costs.

6. Other ways approved by the director.

Section 12: That SMC section 13.02.0300 is amended to read as follows:

13.02.0300 Weekly Collection Mandatory – Exception for Temporary Service

A. Weekly collection service is mandatory for all occupied premises or any other premises generating solid waste, and must be accepted and paid for by the premises owner or occupant except only as provided in subsection (B) of this section. Unless otherwise defined, for purposes of this section, “occupied” means either:

- 1. Water or other utility service is currently supplied to the premises; or
- 2. There are other signs of physical occupancy or human habitation.

The department may order collection more frequently than on a weekly basis, considering the public health, safety or aesthetics, where it appears necessary. For unoccupied premises, service may be ordered by the director as determined necessary. (See SMC 13.02.0500(C)).

B. ~~((Minimum vacation shut-off is two weeks.))~~ Premises not required to have weekly service must accept at least monthly service unless the director sets another minimum service interval, considering the public health and safety, and business and administrative convenience. Premises eligible for consideration of a reduced (monthly) service interval are:

- 1. premises with temporary disposal needs, but only if generating solely nonputrescible wastes, and only so long as said account remains a temporary need;

2. nonresidential use premises, but only where generating solely nonputrescible, dry wastes, and only where the wastes generated from said premises regularly exceed twenty cubic yards per month, minimum volume.
3. Each residence may stop and start service no more than two times a year with a minimum of two weeks for each shut-off. Minimum vacation or vacancy shut off is two weeks.

Section 13: That SMC section 13.02.0304 is amended to read as follows:

13.02.0304 Vacancies – Changes in Service Needs

- A. A customer may request service be halted temporarily when premises are vacant.
- B. The department must receive at least three business days' advance notice.
- C. Service suspensions for less than fourteen days are not granted.
- D. Customers are further required to notify promptly (~~the utility billings division or the department~~) My Spokane, the city's centralized customer service center, of any changes in service needs.
- E. No credit will be issued for failure to notify the department of vacancies or changes in service needs. Consideration may be made on a case-by-case basis at the discretion of the director or his designee.

Section 14: That SMC section 13.02.0306 is amended to read as follows:

13.02.0306 Days of Service – Holidays

- A. Collection services are provided Monday through Friday except during holidays.
 1. Disposal facilities are open seven days a week, except holidays.
 2. Saturday collection occurs only for Friday holiday make-up service.
 3. There is no regular Saturday or Sunday collection except as may be ordered by the director.
 4. Saturday and Sunday collection may be billed as an "extra" service in accord with administrative needs.

5. Weekly collection service is generally scheduled for the same weekday for specific premises or areas but is subject to modification by the director as may be required for efficient operation of the department.

6. Downtown night service is not affected by holidays.

B. There are six departmental holidays:

1. New Year's Day,
2. Memorial Day,
3. Independence Day,
4. Labor Day,
5. Thanksgiving Day, and
6. Christmas Day.

When a holiday occurs, the regular collection weekday for service is one day later for holiday make-up service, starting the day after the holiday. Where a holiday falls on a Sunday, Monday is taken as the holiday. Holiday scheduling is adjustable by the director.

Section 15: That SMC section 13.02.0310 is amended to read as follows:

13.02.0310 Collection Schedule – Container Placement Deadlines

A. Collection services are scheduled in three work shifts:

1. Night Schedule.

Collection occurs after ten p.m. until six-thirty a.m. of the collection day.

- a. For purposes of reference, the collection day for night service is reckoned as that calendar day that starts before midnight, although the night shift actually continues into a new calendar day after midnight.
- b. Night schedule is ((~~primarily~~)) only for the central city collection area.
- c. Some containers are placed out in right-of-way areas for collection.

- d. The deadline for container placement for pickup is eight p.m.
- e. After collection, containers must be returned to their regular storage area promptly, but no later than seven a.m. or two hours after collection by the department, whichever occurs last.
- f. The above rules apply to both refuse and recycling containers.

2. Early Day Schedule.

Collection occurs any time after five a.m. of the collection day.

- a. Early day schedule is primarily for commercial container customers outside the central city collection area.
- b. The deadline for all commercial container placement for pickup is five a.m.
- c. After collection, containers must be returned to their storage area promptly, but no later than two hours after collection by the department.
- d. The above rules apply to both refuse and recycling containers.

3. Regular Day Schedule.

Regular day schedule is primarily for residential automated cart customers outside the central city collection area.

- a. The deadline for container placement for pickup is six a.m.
- b. Collection occurs any time after six a.m. of the collection day.
- c. After collection, containers not regularly stored at the container pickup location must be removed from the pickup location and returned to their regular storage area, out of general curbside, sidewalk or pickup area visibility promptly, but no later than nine p.m. in the evening of the collection day.

B. Collection times for recycling are the same as general mixed solid waste, unless different specific arrangements are made with the customer, except residential recycling customers (single-family and multi-unit dwellings) served by the night schedule for general solid waste will receive early day service for recycling pickup.

1. Said residential customers must have recycling containers at the collection pickup location no later than six a.m. of the collection day.
2. All containers must be removed from the curb by nine p.m. in the evening of the collection day.

C. Carts must be placed in a secure location after collection; customers who fail to comply are responsible for damage, arson, missing carts, and/or illegal dumping in and around carts.

Section 16: That SMC section 13.02.0314 is amended to read as follows:

13.02.0314 Containers Must be Ready at Pickup Location

- A. It is essential for operations that customers have solid waste, recyclable or larger commercial-size containers ready, easily accessible and available for collection at the designated container pickup location by department vehicles prior to the beginning of the collection day. The director determines all container pickup locations, and may adjust or change such locations in the interest of operational efficiency.
- B. The container pickup location will generally be at the curbside, sidewalk, or alley adjacent to the premises at the property line, unless arrangements have been made in advance for rollout service.
 1. Any location change requires department approval in advance.
 2. For any service using commercial-capacity containers, to avoid container damage, original container placement or any location changes must be performed by the department.
 3. Containers will be damaged by improper effort to move, and the customer will be held responsible to pay for all such damage.
- C. In addition to placement at the approved container pickup location, "available for collection" includes:
 1. opening gates,
 2. removing locks and chains,
 3. making provisions for inclement weather, including:
 - a. snow removal,

- b. sanding icy areas,
4. clearing the area of vehicles or other blockages, and
5. removal of waste, debris and anything else required to make the container accessible for dumping.

For blockage conditions such as inclement weather not caused or enhanced by customers, customers are responsible to clear away any blockages or otherwise restore access by the second business day after onset of adverse conditions.

D. Chains must be completely removed to protect department vehicle and operator.

1. All containers must be placed outside any fence or barrier (~~(twenty-four inches or higher)~~) unless a customer has made special advance arrangements because of a customer's special needs.
2. Collectors are not required to negotiate steep ramps, stairs or hazards or to remove automated carts or containers from recessed areas or storage bins in the performance of their duties.

Section 17: That SMC section 13.02.0316 is amended to read as follows:

13.02.0316 Customer Responsible to Accommodate Departmental Collection Vehicle and Equipment Weight, Clearance Needs

A. Customers are responsible to make premises conditions suitable for departmental vehicles and equipment.

1. Department collection vehicles and equipment providing service for residential-capacity containers such as automated carts weigh up to twenty-~~((five))~~ nine tons loaded and require an access route of a minimum of twelve feet wide to the container pickup location. Height clearance requirements are a minimum of fourteen feet.
2. In addition, the premises site must have adequate access to permit vehicle turn-around.
3. Because site conditions and access and vehicle configurations vary, customers must contact the department in advance to assure compliance with this requirement.

B. Department collection vehicles and equipment providing service for residential capacity automated carts, dumpster containers (one to six cubic yards), rolloff containers (with a capacity greater than ten cubic yard drop boxes or rolloff compaction units) weigh up to twenty-~~((five))~~ nine tons loaded and require access route and conditions as minimum as provided in subsection (A) of this section.

1. Because site conditions and access and vehicle configurations vary, customers must contact the department in advance to assure compliance with this requirement.
2. Absent prior approval, an accessible site shall require a paved street or alley, with at least twelve feet unobstructed width and without overhead obstructions to allow at least fourteen-foot overhead clearance.
3. Additionally, the access shall not be so steep as to preclude safe vehicle access, as determined by the director.

Section 18: That SMC section 13.02.0318 is amended to read as follows:

13.02.0318 Pickup Area – Containers to be Clean – Additional Charges

A. Customers are responsible to keep the pickup area and containers or carts in a sanitary condition with the outside thereof clean and free from accumulating grease, decomposing materials and litter.

1. Loose solid waste must be deposited in containers for collection~~((:))~~ in a way that material will not fall out or blow away during collection. Animal waste must be double bagged for collection.
2. Solid waste collection workers are not normally premises clean-up crews. Clean-up effort by the department will be at an additional service charge against the utility account of the premises served for special handling.

B. ~~((Customers are responsible to keep containers clean.))~~ Where determined necessary, to protect the public health, safety, or aesthetics, the director may order or a customer may request a cleaned replacement container (cleaning fee or refurbishing charge assessed).

Section 19: That SMC section 13.02.0324 is amended to read as follows:

13.02.0324 Address Displayed – Visible at Pickup Site

The owner or occupants of each premises is required to have said premises' address displayed or clearly visible at the pickup site, including alleys.

Section 20: That SMC section 13.02.0330 is amended to read as follows:

13.02.0330 Bulky Loading Prohibited

- A. Contents must be able to fall freely from the container when dumped or emptied. Container lids must be in a completely closed position and swing freely open when the container is dumped. Containers and carts must be packed to allow easy dumping of contents when inverted.
 - 1. Overfilled or overloaded containers will be assessed additional labor and equipment charges for additional effort to handle overloaded or overfilled containers.
 - 2. Alternatively, in the department's discretion, collection will be declined for an overfilled container and a minimum service charge will be assessed.
- B. Tree limbs and brush must be cut in (~~three~~) four-foot lengths and tied in small bundles if they are to be removed by the regular collection crews.
 - 1. The solid waste management department may decline to collect cartons, crating or similar bulky materials on regular routes.
 - 2. "Bulky materials" are large items of solid waste, distinguished from the general, domestic, municipal waste stream collected in automated carts or containers.
 - a. Examples include but are not limited to appliances, furniture, trees, stumps and other oversized wastes.

Section 21: That SMC section 13.02.0332 is amended to read as follows:

13.02.0332 Assistance to Elderly and/or Disabled Individuals

- A. Elderly or disabled residents who are unable to place their containers and have no other available resources to comply with the requirements of this chapter for setting out containers for collection pickup may request free assistance from the department, upon a proper showing of need.
- B. Such individuals are responsible for providing proof of disability as recognized by the State of Washington, in chapter 308-96B WAC.

C. Areas for rollout or medical pack out service must be approved in advance by the department.

D. All rules apply to medical pack out as rollout service.

E. Wintertime safety on pack outs requires clean and safe access to carts. This includes, but is not limited to, having sanded or shoveled walkways and stairs. Customers can call 2-1-1 (or dial 1-877-211-9274), for Washington 211, a community resource for local services, to inquire about assistance if needed.

F. The department requires an updated medical pack out assistance request form every two (2) years.

Section 22: That SMC section 13.02.0334 is amended to read as follows:

13.02.0334 Compaction Container Requirements

A. Compactor customers must contact the department in advance to ~~((insure))~~ ensure that the compaction unit is compatible with department vehicles and equipment and to ~~((insure))~~ ensure the location allows proper access for collection. Customers are cautioned to be aware of site and access requirements, including minimum height and width clearances needed for collection vehicles, particularly those relating to adequate foundation for departmental vehicle access and container location.

1. Damage to premises or property because of weight from collection vehicles and equipment, container placement or returning container to the ground after dumping is at the customer's sole risk and liability.
2. Customers are fully responsible to provide adequate advance notice to the department of any conditions or problems on site susceptible to damage or injury.
3. Wheels on compactors can be damaged by the act of normal dumping of these containers.
4. The City is not responsible for damage through normal wear and tear.
5. Spillage due to overfill or other conditions not the result of active City fault is the customers responsibility.

B. In addition to regularly arranged service, customers may request additional pickups.

1. One-day advance notice to the department is needed.

2. The department will seek to provide pickup on the next business day after notification.

Section 23: That SMC section 13.02.0340 is amended to read as follows:

13.02.0340 Customers Must Use Only Approved Containers

- A. Customers must use only containers approved by the director of solid waste ~~((collection operations))~~ management, including recyclables. Customers using personal cans will not be credited for lost or damaged cans, and are advised to put out at their own risk.
- B. The director determines which type of container and equipment is suitable for a service request.
- C. Separate vehicles are provided to collect general-mixed solid waste and recyclable materials.
- D. Where service is declined for failure to comply with this or any other provision, it does not relieve the customer's obligation to pay for the service call.

Section 24: That SMC section 13.02.0342 is amended to read as follows:

13.02.0342 Owner Responsible for Containers

- A. Each owner or occupant is responsible thereafter for lost, damaged, stolen or missing containers.
- B. All containers remain the property of the City, and when premises are vacated the container shall remain on the property or be returned to the department.

~~((C. New owners or tenants are responsible to obtain any containers from their predecessors in interest.))~~
- C. Carts must be placed in a secure location after collection; customers who fail to comply are responsible for damage, arson, missing carts and/or illegal dumping in and around carts.
- D. Any damage caused to commercial containers by moving, not preparing, leaving lids open during wind, etc. is the customer's responsibility and customer will be billed accordingly for repairs or replacements.

Section 25: That SMC section 13.02.0344 is amended to read as follows:

13.02.0344 Containers, Equipment Furnished “As Is”

- A. All department-furnished automated carts, containers, dumpsters, collection vehicles or other equipment (“equipment”) supplied are furnished “as is”, without any implied or express warranties of merchantability or fitness or any other promises except to replace equipment damaged by department negligence.
- B. Claims for damage to such equipment or lids because of weather, or other circumstances not the fault of the department, are not honored. Customers are responsible to protect such equipment, lids and any associated equipment enclosures from damage or misuse to avoid unsafe conditions on the premises from such equipment, equipment tampering, improper use, storage, placement or neglect or accumulations of waste.
- C. Customers must waive all claims for loss of liability as provided herein as a condition of service being provided.
- D. Customers will receive a clean, but no guarantee of a new, cart when starting, changing service or paying for “cleaned” cart.

Section 26: That SMC section 13.02.0352 is amended to read as follows:

13.02.0352 Commercial Container Site Location Requirements

~~((A. All commercial containers must be placed on a firm surface pad of concrete or asphalt at least four inches thick. Use of asphalt is discouraged. Customers are cautioned that asphalt surfaces may sink or become uneven or unserviceable. Use of asphalt is at the customers’ sole risk.~~

~~B. The surface pad for a dumpster must be at least twelve feet wide by ten feet deep inside measurements without recycling, and seventeen feet wide by ten feet deep with recycling. The gates when opened should have an inside clearance of twelve feet.~~

- 1. ~~The surrounding site-obscuring fence must be a minimum of six feet tall with sturdy gates.~~
 - a. ~~The gates must be of construction and design to rest in an open position during pickup so they do not swing shut upon City equipment or personnel.~~

- ~~b. The gate(s) must include some sort of latch mechanism to ensure the gates remain open during entry, dumping process and exit.~~
 - ~~2. Said container site must have adequate lighting and any other improvements determined necessary by the director of solid waste management and Spokane County health district.~~
- ~~C. The container pickup location for recyclable materials must have a five ((feet)) foot opening for access either to the front or side.~~
 - ~~1. Large containers designated for large volumes of recyclables must have screened enclosures of adequate size and dimension to contain each container.~~
 - ~~2. The department reviews each application and reserves the right to modify the requirements herein or impose additional requirements in the interest of safety, aesthetics and the efficient operation of the department.~~
- ~~D. Customers must provide access and turning space for departmental vehicles. These requirements include:~~
 - ~~1. Space for a collection vehicle turning radius of a minimum of forty-five feet or equivalent vehicle clearance or access if the collection vehicles perform a hammerhead maneuver.
 - ~~a. As used herein, the term "hammerhead" defines a backup pattern of a collection vehicle in the shape of the letter "T";~~~~
 - ~~2. collection vehicle backup allowance requirement of fifty feet;~~
 - ~~3. enclosures housing containers must include space to allow an approach for department collection vehicles sufficient for vehicle ingress and egress.
 - ~~a. Because this is a site-specific determination by the department, all customers must obtain specific written approval from the director before construction begins;~~~~
 - ~~4. a sturdy, reliable backstop to prevent damage to back enclosure wall;~~
 - ~~5. all collection vehicle access routes must have at least fourteen feet vertical height drive clearance.
 - ~~a. Dump clearance is greater.~~~~

~~b. Customers are required to remove any vertical height lines or obstacles;~~

~~6. all maneuvering must be done on site. No backing out onto streets.~~

~~E. An apron or curb cut must be available or provided for departmental use, provided at the customer's expense.~~

~~1. Department collection vehicles are not designed to "jump" curbs. Where such maneuver occurs as a result of customer failure to provide proper apron or curb cut for vehicle access, the customer is responsible for any damage caused and must pay all costs of curb replacement and repair.~~

~~F. Nothing may be stored in the enclosure other than City-owned containers.~~

~~1. This includes grease buckets, loose cardboard or pop and milk crates.~~

~~2. The City will not repair any damages incurred to an enclosure when it is improperly used for storage.~~

~~G. Rolloff Requirements.~~

~~Rolloff containers are placed after an on-site inspection to insure that space requirements are fulfilled.~~

~~1. Generally, a container will not be placed in the street, in the parking strip or on the sidewalk.~~

~~3. If a customer requires a temporary container to be placed in a parking strip, an obstruction permit must be obtained from and receipt confirmed by the construction services division or equivalent office at (509) 625-6300 prior to delivery.~~

~~H. No permanent dumpster will be delivered until all conditions are met.~~

~~1. A certificate of occupancy or other departmental approval likewise will not be signed until on-site inspection confirms compliance with this chapter. At all times, it remains the customer's sole responsibility to obtain such approval, which should not be presumed.~~

~~2. Note that for customer convenience other parts of a building project may be approved, but solid waste approval of a site plan as required herein may not be inferred thereby.))~~

A. No permanent dumpster will be delivered until all conditions have been met.

1. A certificate of occupancy or other departmental approval likewise will not be signed until on-site inspection confirms compliance with this chapter. At all times, it remains the customer's sole responsibility to obtain such approval, which should not be presumed.

a. Note that for customer convenience other parts of a building project may be approved, but solid waste approval of a site plan as required herein may not be inferred thereby.

2. The department reviews each application and reserves the right to modify the requirements herein or impose additional requirements in the interest of safety, aesthetics and the efficient operation of the department.

a. Because this is a site-specific determination by the department, all customers must obtain specific written approval from the director or designee before construction begins;

3. All damage caused by the site requirements not being met as stated in this section are the sole responsibility of customer and/or property owner.

B. General conditions to be met:

1. Container to be placed on a firm surface pad of concrete or asphalt at least four inches thick. Use of asphalt is discouraged. Customers are cautioned that asphalt surfaces may sink or become uneven or unserviceable. Use of asphalt is at the customers' sole risk.

a. If customer generates food or putrescible wastes, conditions for a drain and running water requirements are listed in SMC Section 13.02.0322.

2. Said container site must have adequate lighting and any other improvements determined necessary by the director of solid waste management and Spokane County health district.

3. The surrounding site-obscuring fence must be a minimum of six feet tall with sturdy gates.

a. The gates must be of construction and design to rest in an open position during pickup so they do not swing shut upon City equipment or personnel.

- b. Each gate must include - some sort of latch mechanism to ensure both sides of the gate remain open during entry, dumping process and exit.
 - c. Each gate must open more than 120 degrees for vehicle maneuvering.
 - d. When gates are open, they cannot block lanes of travel, fire lanes, ADA parking stalls or aisles.
 - e. a sturdy, reliable backstop to prevent damage to back enclosure wall.
- 4. Customers must provide access and turning space for departmental vehicles. These requirements include:
 - a. Space for a collection vehicle turning radius of a minimum of forty-five feet or equivalent vehicle clearance or access if the collection vehicles perform a hammerhead maneuver.
 - i. As used herein, the term “hammerhead” defines a backup pattern of a collection vehicle in the shape of the letter “T”;
 - b. collection vehicle backup allowance requirement of fifty feet;
 - c. enclosures housing containers must include space to allow an approach for department collection vehicles sufficient for vehicle ingress and egress.
 - d. all collection vehicle access routes must have at least fourteen feet vertical height drive clearance and dump clearances of twenty-five feet.
 - i. Customers are required to remove any vertical height lines or obstacles.
 - ii. No overhang or roof extending over the enclosure.
 - iii. all maneuvering must be done on site. No backing out onto streets.
- 5. An apron or curb cut must be available or provided for departmental use, provided at the customer’s expense.
 - a. Department collection and delivery vehicles are not designed to “jump” curbs. Where such maneuver occurs as a result of customer failure to

provide proper apron or curb cut for vehicle access, the customer is responsible for any damage caused and must pay all costs of curb replacement and repair.

6. Nothing may be stored in the enclosure other than City-owned containers.

a. This includes waste oil/grease buckets, loose cardboard or pop and milk crates.

b. The City will not repair any damages incurred to an enclosure when it is improperly used for storage.

C. Enclosure dimensions for one to six-cubic yard dumpster must meet the following requirements:

1. An enclosure to include one commercial container for refuse only must be twelve feet wide by ten feet deep (interior dimensions) with a clear width opening of twelve feet.

2. An enclosure to include one commercial container for refuse and to include up to three (3) 90-gallon recycling carts, must be seventeen feet wide by ten feet deep (interior dimensions) with a clear width opening of seventeen feet.

3. There are three options for enclosures with two commercial containers

a. Option A – An enclosure which is twenty feet wide by ten feet deep (interior dimensions) with a clear width opening of twenty feet.

b. Option B – An enclosure which is twenty-five feet wide by ten feet deep (interior dimensions) with TWO clear width openings of twelve feet each.

c. Option C – Two separate enclosures which are twelve feet wide by ten feet deep (interior dimensions) with a clear width opening of twelve feet each.

D. If an enclosure is necessary for a roll off container or compactor, it must meet the following requirements:

1. An enclosure for a roll off container or compactor must have a minimum of a thirteen feet clear width opening.

a. The depth of the compactor enclosure would depend on the compactor purchased.

- b. The depth for a roll off container must have a minimum of twenty-five feet.
- 2. A minimum of thirty inches of walking space must be provided on all sides.
- 3. Full length guide rails and a secure backstop is required. The department can provide standard specs. Please call (509) 625-7871 to obtain.

E. No temporary containers will be delivered until the following conditions are met:

- 1. Roll off containers can only be placed after an on-site inspection to ensure that space requirements are fulfilled.
 - a. Generally, a container will not be placed in the street, in the parking strip, on the sidewalk, or in a handicap parking stall or fire lane.
 - b. If a customer requires a temporary container to be placed in the street, an obstruction permit must be obtained from, and receipt confirmed by the engineering division or equivalent office at (509) 625-6999 prior to delivery.
 - c. Container delivery vehicles cannot “jump” curbs.
- 2. Additional site conditions and requirements as outlined in Solid Waste Collection’s Temporary Dumpster Information, Special Instructions & Regulations, and Damage Release Form must be met. Conditions and requirements in listed documents are subject to change. A completed and signed Damage Release Form is required to be on file before temporary containers are placed.

Section 27: That SMC section 13.02.0354 is amended to read as follows:

13.02.0354 Container Weight Limits

Maximum permissible container weight, meaning total gross weight of a loaded container, including the container and contents, in pounds is:

A. Residential.

~~((1. Extra thirty-two gallon garbage can: Eighty-five pounds.))~~

1. ~~((2. Thirty-two))~~ Thirty-gallon automated carts: Two hundred fifty pounds.

2. ~~((3. Sixty-eight))~~ Sixty-gallon automated carts: Two hundred fifty pounds.
3. ~~((4. Ninety-five))~~ Ninety-gallon automated carts: Two hundred fifty pounds.
- ~~((5. Recycling automated carts: Two hundred pounds.))~~

B. Commercial.

1. One-cubic-yard dumpster: Five thousand pounds.
2. Two-cubic-yard dumpster: Five thousand pounds.
3. Three-cubic-yard dumpster: Five thousand pounds.
4. Four-cubic-yard dumpster: Five thousand pounds.
5. Six-cubic-yard dumpster: Five thousand pounds.
6. Twenty-cubic-yard rolloff: Twenty thousand pounds.
7. Thirty-cubic-yard rolloff: Twenty thousand pounds.
8. Small compactor, from ~~((two))~~ one cubic-yard capacity up to six-cubic-yard capacity: Six thousand pounds.
9. Large compactor, from ten- to forty-cubic yards: Twenty thousand pounds.

Section 28: That SMC section 13.02.0358 is amended to read as follows:

13.02.0358 Minimum Service – Multi-unit Dwellings

- A. Premises with multi-unit dwellings must accept solid waste collection services for at least one ~~((thirty-two))~~ thirty-gallon automated cart or equivalent container capacity per dwelling unit per week. Subject to this minimum, a customer may use ~~((thirty-two))~~ thirty-gallon automated carts or select from container choices available from the department sufficient for the premises' weekly needs.
- B. Premises with multi-unit dwellings served by a single water meter may not elect separate billings for individual dwelling units or groups of units. Such premises must accept single-account billing through a combined City utilities bill for the entire premises unless other arrangements are approved in writing by the director.

Section 29: That SMC section 13.02.0360 is amended to read as follows:

13.02.0360 Limit on (~~Thirty-two~~) Thirty Gallon Cart Rate Use

- A. Absent showing to the contrary, single-family residences are presumed to generate a volume of one (~~thirty-two~~) thirty-gallon automated cart of general-mixed solid waste per week.
- B. (~~Thirty-two~~) Thirty-gallon automated cart service is only available to customers consistently generating ~~thirty-two~~ thirty-gallons or less container capacity of solid waste weekly, as determined by the director.

Section 30: That SMC section 13.02.0364 is amended to read as follows:

13.02.0364 Unacceptable Wastes

- A. Departmental collection operations are intended to collect normal household and business wastes. No person may deposit or relinquish for collection or disposal any unacceptable wastes.
 - 1. "Unacceptable wastes" are generally identified under general standards and with a specific list.
 - 2. Customers are encouraged to contact (~~the solid waste management department~~) My Spokane, in advance, (~~at~~) by dialing ((509) 625-7878) 3-1-1 (if inside the city limits) or 509.755.2489 (if outside the city limits) with any questions or to make special advance arrangements.
- B. General Standards.
 - 1. Unacceptable wastes include infectious wastes, as identified in chapter 10.35 SMC. Further included are any wastes which are of extreme temperatures, harmful vapors, the presence of corrosive, flammable, explosive or toxic chemicals, or any materials with physical or other properties which render collection operations hazardous or which create a risk to the public health and safety, to the health or safety of departmental employees or of damage to departmental collection vehicles or equipment.
 - a. The director may declare any wastes unacceptable and may cause to be published a list of unacceptable wastes in the *Official Gazette*.

2. Customers engaged in manufacturing or commercial pursuits who are or may be a source of unacceptable waste must notify the director with full details and information.
 - a. Such customers must make special arrangements prior to deposit or commingling said materials with other solid waste for collection.
 - b. The department accepts household hazardous wastes at ~~((any transfer facility or))~~ the waste-to-energy plant.

C. Specific List.

In addition to wastes with general characteristics described above, unacceptable wastes include:

1. liquid wastes, both bulk and containerized, exceeding a volume of one gallon, unless specific advance arrangements are made with the department;
2. waste tires, exceeding four out for collection at one time (wheels need to be removed to be collected);
- ~~((2))~~ 3. any materials regulated by the State of Washington department of ecology as dangerous under chapter 173-303 WAC, or as hazardous wastes by the United States environmental protection agency under 40 CFR, applicable parts;
4. any equipment or machinery used for refrigeration, provided the department will accept household refrigerators from residential premises.
 - a. Additionally, for nonresidential customers, this prohibition does not apply if the refrigerant has been properly removed by the customer;
5. improperly wrapped or secured wastes which emit noxious, foul odors to disturb or annoy a reasonable person.
 - a. Such wastes would include, as examples, quantities of manure, offal or other such noxious materials not securely wrapped or secured;
6. animal remains in an amount over fifteen pounds are prohibited from disposal in the waste stream by Spokane County health district regulations.
 - a. Animal remains fifteen pounds or less must be separately and securely bagged as a condition of acceptance.

- b. For larger animals, customers may contact the disposal department (waste-to-energy plant) for special arrangements at ~~((509) 625-7878))~~ (509) 625-6580, a rendering service, or SpokAnimal at (509) 534-8133.

D. Northside Landfill MFS Limits.

With prior approval, certain wastes may be accepted at the northside landfill at locations or cells as designated by the director, under terms and conditions determined by the director. The director may consider either general or specific standards heretofore set forth. The director may consider TCLP test criteria, in addition to Washington State department of ecology dangerous waste regulations and U.S. EPA hazardous waste regulations and considering the need to avoid leachate risks because leachate from the waste (as produced by U.S. EPA toxicity characteristic leaching procedure) exceeds pretreatment standards as established by the Spokane wastewater management department or for any other reason.

Section 31: That SMC section 13.02.0366 is amended to read as follows:

13.02.0366 Unacceptable Wastes – Special Arrangements – Additional Charges

- A. Unacceptable wastes may not be deposited, commingled or otherwise incorporated, directly or indirectly, into solid waste left for department pickup or collection, or delivered to a City-owned facility (landfill(~~(, transfer station))~~) or waste-to-energy plant), unless by advance arrangements, approved in writing.
- B. The director may impose additional charges as a condition of special handling or disposal requirements for unacceptable wastes or other additional costs.
- C. Additionally, any costs for damages or injury accruing from collection or disposal operations may be billed as an additional service to the generator or owner or occupant of the generating premises, without limitation on the City's right to recover from any other responsible person.

Section 32: That SMC section 13.02.0402 is amended to read as follows:

13.02.0402 Recycling Containers to be Used

- A. Containers for recycling-collection service must be approved by the director as sufficient and suitable to serve the generating premises needs, consistent with departmental operations and convenience. Approved containers are automated carts. The automated carts containing recyclable materials are a distinctive color (blue) from the carts used for general-mixed solid waste (brown), and from the carts used for clean

green yard waste (green). Larger volume customers may also use commercial-size containers upon approved arrangements with the department.

- B. For residential-use premises, the department supplies one (~~sixty-four~~) ninety-gallon automated cart. Anyone requesting an additional cart will be charged an additional monthly rate.

Section 33: That SMC section 13.02.0406 is amended to read as follows:

13.02.0406 Materials Included in Residential Curbside Recycling Collection

Materials in the residential curbside program are subject to change, upon order of the director, depending upon market conditions and other variables. Materials included in the residential curbside program at this time are:

A. Newsprint.

1. Any and all daily or periodical newspaper and all that is included with it is acceptable.
2. Newspapers are not to be wet, except due to weather conditions incidental to collection, dirty or otherwise contaminated with any foreign substance or liquid.
3. Newspaper can be put in paper bags or bundled.

B. Aluminum.

1. Aluminum beverage cans of all sorts are acceptable, as are aluminum pet food cans or other similar cans.
2. Cans are to be drained of all liquids and free of all food residue.
3. Aluminum containers are to be flattened, when possible, with plastic and paper labels discarded.
4. Other aluminum materials, such as clean foil, will be collected.

C. Tin Cans.

1. Tin food containers of all sorts are acceptable.
2. Cans are to be drained of all liquids and cleaned of all food residue.
3. Preferably tin cans are to have both tops and bottoms removed and the ends placed inside flattened can.
4. Round bottom cans are to have tops placed inside with the top half flattened.
5. Paper and plastic labels are to be discarded.
6. Small amounts of ferrous metals will be collected, which must fit into the cart.

D. Glass Bottles and Jars.

1. All types of glass beverage bottles and glass food jars, brown, green and clear are acceptable.
2. All glass bottles and jars are to be drained and free of all food or organic substance.
3. Lids and caps are to be discarded.
4. All glass containers placed in the recycling cart are not to be broken or cracked and be without any sharp edges.
5. No other type of glass will be collected.

E. Plastic Containers.

1. All plastic bottles, jugs, or containers identified as recyclables, codes one through seven, are acceptable.
2. All containers are to be drained and free of all foreign substance.
3. All containers are to have their caps and lids discarded and should be flattened.
4. No automotive containers or other types of plastics that contain hazardous materials will be collected.

F. Household Batteries.

1. Both button cell and household batteries of all sorts and types are acceptable.
2. Household batteries are to be placed in a sealed transparent plastic bag and placed on top of the cart lid.

G. Cardboard and Brown Paper Bags.

1. Corrugated cardboard, brown or "kraft" paper bags, chipboard cardboard, such as cereal boxes and shoe boxes, and cardboard-like egg cartons and packing material are acceptable.
2. Cardboard shall not be contaminated with oil, grease or any food residue.

H. Magazines.

1. Any and all types of daily or periodical magazines are acceptable.
2. Magazines are not to be wet, dirty or otherwise contaminated with any foreign substance or liquid.

I. Mixed Office Pack Paper.

1. All types of computer paper, white and colored copier paper, envelopes, fax paper, brochures, file folders, manila envelopes, direct mailings, magazines, newspaper and corrugated cardboard are acceptable.

2. Mixed office paper is not to include waxed or plastic coated papers, tapes and pressure-sensitive labels.

J. Contaminated Recyclables

1. Recyclables contaminated with ~~((greater than ten percent of))~~ solid waste/non-recyclable materials will be billed and treated as solid waste.
2. No hot ashes will be accepted.

Section 34: That SMC section 13.02.0408 is amended to read as follows:

13.02.0408 Materials Included in Nonresidential Recycling Collection

Materials in the nonresidential program are subject to change, upon order of the director, depending upon market conditions and other variables. Materials and terms included in the nonresidential program ~~((at this time are:))~~ are the same as outlined in SMC 13.02.0406 for Residential Curbside Recycling Collection, excluding Household Batteries. Batteries are not accepted as part of Nonresidential Recycling Collection.

~~((A. Newsprint.~~

- ~~1. Any and all daily or periodical newspaper and all that is included with it is acceptable.~~
- ~~2. Newspapers are not to be wet, except due to weather conditions incidental to collection, dirty or otherwise contaminated with any foreign substance or liquid.~~
- ~~3. Newspaper can be put in paper bags or bundled.~~

~~B. Aluminum.~~

- ~~1. Aluminum beverage cans of all sorts are acceptable, as are aluminum pet food cans or other similar cans.~~
- ~~2. Cans are to be drained of all liquids and free of all food residue.~~
- ~~3. Aluminum containers are to be flattened, when possible, with plastic and paper labels discarded.~~
- ~~4. Other aluminum materials, such as clean foil, will be collected.~~

~~C. Tin Cans.~~

- ~~1. Tin food containers of all sorts are acceptable.~~
- ~~2. Cans are to be drained of all liquids and cleaned of all food residue.~~
- ~~3. Preferably tin cans are to have both tops and bottoms removed and the ends placed inside flattened can.~~
- ~~4. Round bottom cans are to have tops placed inside with the top half flattened.~~

- ~~5. Paper and plastic labels are to be discarded.~~
- ~~6. Small amounts of ferrous metals will be collected, which must fit into the cart.~~

~~D. Glass Bottles and Jars.~~

- ~~1. All types of glass beverage bottles and glass food jars, brown, green and clear are acceptable.~~
- ~~2. All glass bottles and jars are to be drained and free of all food or organic substance.~~
- ~~3. Lids and caps are to be discarded.~~
- ~~4. All glass containers placed in the recycling cart are not to be broken or cracked and be without any sharp edges.~~
- ~~5. No other type of glass will be collected.~~

~~E. Plastic Containers.~~

- ~~1. All plastic bottles, jugs, or containers identified as recyclables, codes one through seven are acceptable.~~
- ~~2. All containers are to be drained and free of all foreign substance.~~
- ~~3. All containers are to have their caps and lids discarded and should be flattened.~~
- ~~4. No automotive containers or other types of plastics that contain hazardous materials will be collected.~~

~~F. Household Batteries.~~

- ~~1. Both button cell and household batteries of all sorts and types are acceptable.~~
- ~~2. Household batteries are to be placed in a sealed transparent plastic bag and placed on top of the cart lid.~~

~~G. Cardboard and Brown Paper Bags.~~

- ~~1. Corrugated cardboard, brown or "kraft" paper bags, chipboard cardboard, such as cereal boxes and shoe boxes, and cardboard-like egg cartons and packing material are acceptable.~~
- ~~2. Cardboard shall not be contaminated with oil, grease or any food residue.~~

~~H. Magazines.~~

- ~~1. Any and all types of daily or periodical magazines are acceptable.~~
- ~~2. Magazines are not to be wet, dirty or otherwise contaminated with any foreign substance or liquid.~~

~~I. Mixed Office Pack Paper.~~

1. All types of computer paper, white and colored copier paper, envelopes, fax paper, brochures, file folders, manila envelopes, direct mailings, magazines, newspaper and corrugated cardboard are acceptable.
2. Mixed office paper is not to include waxed or plastic coated papers, tapes and pressure sensitive labels.

J. Contaminated Recyclables

1. Recyclables contaminated with greater than ten percent of solid waste will be billed and treated as solid waste.
2. No hot ashes will be accepted.)

- A. Businesses and non-residential customers can visit <https://spokaneriver.net/wastedirectory/> for a list of recycling options.

Section 35: That SMC section 13.02.0410 is amended to read as follows:

13.02.0410 Materials Accepted for Recycling at ~~((Transfer Station or))~~ the Waste-to-Energy Plant

Materials included in either residential or nonresidential service are accepted at ~~((transfer stations or))~~ the waste-to-energy plant for recycling.

Section 36: That SMC section 13.02.0502 is amended to read as follows:

13.02.0502 Residential Service Rates

- A. Service is billed monthly and is calculated by the size of the cart multiplied by the number of carts. There is an additional cost for service if cart is not placed at the curbside.

1. Single-family residential premises or equivalent are presumed to require service of at least one ~~((thirty gallon))~~ thirty-gallon automated cart.

- B. Rates include all taxes imposed on the department. Taxes imposed on the customer are not included in rates stated, but added on to the rates specified herein.

- C. Adjacent Service.

Container pickup location is up to two feet from vehicle access point for automated service or six feet from the collection vehicle access point for semi-automated service areas. For

semi-automated service, automated carts more than six feet from the pickup location will be charged for rollout at rates specified hereafter.

Residential Automated Cart Service	Monthly Amount		
	<u>2024</u>	<u>2025</u>	<u>2026</u>
20 gallon (Discontinued)	<u>\$18.26</u>	<u>\$19.54</u>	<u>\$20.91</u>
30 gallon	<u>\$21.70</u>	<u>\$23.22</u>	<u>\$24.84</u>
60 gallon	<u>\$39.29</u>	<u>\$42.04</u>	<u>\$44.98</u>
90 gallon	<u>\$57.37</u>	<u>\$61.39</u>	<u>\$65.68</u>

D. Debris extending above the top of the automated cart such that the lid is at or above a forty-five degree angle will be charged at a rate of:

<u>2024</u>	<u>2025</u>	<u>2026</u>
<u>\$5.08</u>	<u>\$5.44</u>	<u>\$5.82</u>

E. Rollout Service.

Rollout Service (Pack-out is on a per automated cart basis.)	Monthly Amount		
	<u>((2024))</u>	<u>2025</u>	<u>2026</u>
Container pickup location from collection vehicle access (in feet).			
2 feet (Automated) / 6 feet (Semi-automated) to 50 feet	<u>(((\$17.36))</u>	<u>\$18.58</u>	<u>\$19.88</u>
More than 50 feet to 100 feet	<u>(((\$34.67))</u>	<u>\$37.10</u>	<u>\$39.69</u>
More than 100 feet to 150 feet	<u>(((\$51.98))</u>	<u>\$55.62</u>	<u>\$59.51</u>
More than 150 feet to 200 feet	<u>(((\$69.30))</u>	<u>\$74.15</u>	<u>\$79.34</u>

F. Extra/additional items and extra automated cart dumping charges.

- Occasional, infrequent extra waste material (boxes, bags, (~~cans,~~) carts, etc.) which can be readily loaded by hand and when placed at curb or alley will be taken and charged as additional items. Additional items are based on 30-35 gallons and up to 85 pounds; items in excess of 30-35 gallons and more than 85 pounds will be charged a higher fee.
- Regular extra waste will require service upgrade to a larger service category. Cart charges are based on actual cart size multiplied by the base per unit price.

<u>((2024))</u>	<u>2025</u>	<u>2026</u>

Additional items (per item)			
Adjacent service	(\$5.08)	\$5.44	\$5.82
Rollout service	(\$6.42)	\$6.87	\$7.35
Extra automated cart dumping charges			
30 gallon	(\$5.43)	\$5.81	\$6.22
60 gallon	(\$9.81)	\$10.50	\$11.23
90 gallon	(\$14.34)	\$15.34	\$16.42
Contaminated recycling cart	(\$9.81)	15.34	16.42
Contaminated yard cart	(\$14.34)	\$15.34	\$16.42

G. Overloaded/Overweight/Oversize Containers.

1. Overloaded

Debris extending above the top of the automated cart such that the lid is at or above a forty-five degree angle will be charged at a rate of:

(2024)	2025	2026
(\$5.08)	\$5.44	\$5.82

2. Overweight.

For residential service, those containers in excess of the maximum allowed weight, as referenced in SMC 13.02.0354(A), are subject to an overweight charge per container, if accepted, of the following:

(2024)	2025	2026
(\$5.08)	\$5.44	\$5.82

- a. For purposes of assessing an overweight cart or container charge, the good faith estimation of the solid waste collector shall be sufficient to support the charge, absent further information, considering that such employees handle a high volume of carts and containers with regularity and are familiar with standard cart and container weight limits prescribed herein.
- b. In practice, for an overweight container charge, the assessment generally arises where the solid waste collector requires assistance.

H. No credit given for extra/additional charge(s) if there is a picture on file as backup evidence of the charge(s).

Section 37: That SMC section 13.02.0504 is amended to read as follows:

13.02.0504 Commercial Service Rates – Dumpsters

Rates are stated for monthly billing with once weekly collection for non-compacted solid waste.

- A. Dumpster service is provided through front-end or rear-load dumpsters. In addition to a flat container placement charge, the monthly service charge is based on the size of dumpster multiplied by the number of weekly pickups multiplied by the number of dumpsters.

Commercial Service Rates	Monthly Amount		
	((2024))	2025	2026
Dumpster service			
1 cubic yard	<u>(\$116.48)</u>	<u>\$124.63</u>	<u>\$133.36</u>
2 cubic yard	<u>(\$232.94)</u>	<u>\$249.25</u>	<u>\$266.69</u>
3 cubic yard	<u>(\$349.44)</u>	<u>\$373.90</u>	<u>\$400.07</u>
4 cubic yard	<u>(\$465.92)</u>	<u>\$498.53</u>	<u>\$533.43</u>
6 cubic yard	<u>(\$698.86)</u>	<u>\$747.78</u>	<u>\$800.12</u>
Dumpster lockbar for front-load dumpsters installation fee	<u>(\$117.12)</u>	<u>\$125.32</u>	<u>\$134.09</u>

Section 38: That SMC section 13.02.0506 is amended to read as follows:

13.02.0506 Commercial Service Rates – Rolloffs

- A. Rolloff service is provided through twenty- or thirty-cubic-yard containers furnished by the department.
- B. In addition to the flat container placement charge, rolloff rates are computed as the sum of a pickup hauling fee plus a disposal fee computed by weight at the time of disposal.

Pickup Hauling Fee	((2024))	2025	2026
Loose solid waste	<u>(\$165.97)</u>	<u>\$177.59</u>	<u>\$190.02</u>
Compacted solid waste	<u>(\$196.38)</u>	<u>\$210.13</u>	<u>\$244.84</u>

- C. Minimum charge is one haul (~~(per month)~~) every 30 days whether container is hauled or not unless the director determines weekly service is necessary because of inclusion of putrescible materials.

Section 39: That SMC section 13.02.0508 is amended to read as follows:

13.02.0508 Commercial Container Service, Placement

- A. For all commercial capacity containers, the following rules apply:

1. To avoid container damage, location changes are to be made by the department.
2. Where customer needs require the container be moved, an additional container placement charge is assessed at the following rates:

((2024))	<u>2025</u>	<u>2026</u>
((35.15))	<u>\$37.61</u>	<u>\$40.24</u>

3. A delivery charge accrues for cancellation of a container delivery request on less than twenty-four hours' notice.

- B. An additional service call charge is assessed if the collection vehicle must return to dump a container that had been scheduled and not dumped for any reason not of the department's responsibility.

1. If the collection vehicle is required to move/pull out a front-load (one- to six-cubic-yard) container for the dump, a "pullout" fee is charged in addition to the disposal/dump charge at the following rates:

((2024))	<u>2025</u>	<u>2026</u>
((35.15))	<u>\$37.61</u>	<u>\$40.24</u>

2. Accepting delivery of the dumpsters includes acceptance of these additional charges where the department determines necessary.

- C. If the driver must exit the truck to open an enclosure gate, a fee may be assessed at the following rates:

((2024))	<u>2025</u>	<u>2026</u>
((18.30))	<u>\$19.58</u>	<u>\$20.95</u>

- D. Once a container is placed, billing continues until the container is removed from the property by the department.

Section 40: That SMC section 13.02.0510 is amended to read as follows:

13.02.0510 Commercial Service Rates – Compactors

Rates are stated for monthly billing with once weekly collection for compacted solid waste.

A. Where the customer supplies the compactor unit for disposal, the charge is per cubic yard of a container, provided that where the director determines an account should not be billed by cubic yard (e.g., as with rolloff boxes), an account will be billed for services in accord with the otherwise applicable rate schedule; e.g., the applicable tipping fee rate. Compactors with putrescible materials, as determined by the director, must be emptied weekly. The monthly service charge is based on the size of the compactor multiplied by the number of weekly pickups multiplied by the number of compactors.

Commercial Compactors	Monthly Amount		
	<u>((2024))</u>	<u>2025</u>	<u>2026</u>
Compactor service			
1 cubic yard	<u>(((\$225.09))</u>	<u>\$240.85</u>	<u>\$257.71</u>
2 cubic yard	<u>(((\$450.20))</u>	<u>\$481.71</u>	<u>\$515.43</u>
3 cubic yard	<u>(((\$675.28))</u>	<u>\$722.55</u>	<u>\$773.13</u>
4 cubic yard	<u>(((\$900.38))</u>	<u>\$963.41</u>	<u>\$1,030.85</u>
5 cubic yard	<u>(((\$1,125.47))</u>	<u>\$1,204.25</u>	<u>\$1,288.55</u>
6 cubic yard	<u>(((\$1,350.55))</u>	<u>\$1,445.09</u>	<u>\$1,546.24</u>

B. Preparation of a compaction unit in order to ready it for dumping is the responsibility of the customer. This includes any lines, latches, and handles, and wheeling it into position for dumping by City equipment.

1. A fee is assessed if any part of the container preparation is done by City personnel at the following rate:

<u>((2024))</u>	<u>2025</u>	<u>2026</u>
<u>(((\$35.15))</u>	<u>\$37.61</u>	<u>\$40.24</u>

C. Compacted waste is charged according to the time consumed and volume when placed in a customer-owned container. All other compacted solid waste, bales, etc., may be charged by volume, weight, or time to load at the department’s discretion.

Special Compactor Services Requiring Extra Loading Time	((2024))	<u>2025</u>	<u>2026</u>
Minimum charge	((\$11.73))	<u>\$12.55</u>	<u>\$13.43</u>
Per estimated 10 minute interval	((\$11.73))	<u>\$12.55</u>	<u>\$13.43</u>

Section 41: That SMC section 13.02.0512 is amended to read as follows:

13.02.0512 Return Trip Charges

A. A return trip charge accrues where a collection vehicle (general solid waste or recycling) passes a premises and must return to collect materials for any reason except department fault or error. Reasons include failure to:

1. have container properly prepared for pickup,
2. have container at the required container pickup location,
3. have container at the required location at the required time, or
4. remove obstacles to department vehicle access
5. Return trips for late put out/missed driver are allowed for biweekly recycling if the customer has made the request by the close of business the day following collection; Requests after that day will wait for the next biweekly collection.

Return Trip Charges (Per Stop)	((2024))	<u>2025</u>	<u>2026</u>
Automated (Solid Waste Cart Service or Recycling) Cart	((\$17.07))	<u>\$18.26</u>	<u>\$19.54</u>
Commercial container dumpster/recycling dumpster	((\$35.15))	<u>\$37.61</u>	<u>\$40.24</u>
Commercial container rolloff	((\$35.15))	<u>\$37.61</u>	<u>\$40.24</u>
Move cart for access	((\$8.70))	<u>\$9.31</u>	<u>\$9.96</u>

- B. A return trip or service call charge is also assessed for customer-requested container deliveries, container retrievals or trips resulting from a customer’s special handling needs, as determined by the City.
- C. Return trip charges are in addition to service call charges. Where collection does not occur for any reason not the fault or error of the department, the regular collection

charges accrue to the premises. This does not include the tonnage or weight charge added to rollofs.

D. No credit given for return trips if there is a picture on file as backup evidence of the charge(s).

Section 42: That SMC section 13.02.0514 is amended to read as follows:

13.02.0514 Additional Charges for Commercial Containers

A. Debris extending above the top of the container will be charged per cubic yard. Minimum fee is for one cubic yard.:

((2024))	<u>2025</u>	<u>2026</u>
(\$38.42)	<u>\$41.11</u>	<u>\$43.99</u>

B. On-site labor charge (where collection crew is delayed by site conditions and/or must supply additional site clean-up labor or other services, e.g. where container contents are spilled due to overfill, loose lid, or other conditions, or where access is blocked by debris):

On-site Labor Charge	((2024))	<u>2025</u>	<u>2026</u>
Minimum charge	(\$35.15)	<u>\$37.61</u>	<u>\$40.24</u>
Per estimated 15-minute interval	(\$35.15)	<u>\$37.61</u>	<u>\$40.24</u>

C. When City personnel are required to adjust the materials on an overloaded container, a labor or preparation fee is assessed based upon time needed.

D. Special dumpster requests resulting in overtime to the department (i.e. weekends, after hours, etc) are not guaranteed and based on staff availability. Overtime, including minimum pay requirements, are based on bargaining unit agreements. Overtime is in addition to regular service charges.

E. No credit given for additional charge(s) if there is a picture on file as backup evidence of the charge(s).

Section 43: That SMC section 13.02.0518 is amended to read as follows:

13.02.0518 Container Cleaning, Pressure Wash, Refurbishment Charge

A. Pressure Washing.

General container cleaning service may be provided on a time and materials basis whenever requested or ordered by the department. Charges may increase or decrease based on current costs and contracts. Pressure Washing may not be adequate to remove all materials. The following charges apply to container cleaning and pressure washing:

Container Cleaning and Pressure Washing Charge	<u>((2024))</u>	<u>2025</u>	<u>2026</u>
Front-Load & Rear-Load Dumpsters – per hour <u>-(one hour minimum)</u>	<u>(((\$74.99))</u>	<u>80.24</u>	<u>85.86</u>
Rolloff – per hour - <u>(one hour minimum)</u>	<u>(((\$104.21))</u>	<u>111.50</u>	<u>119.31</u>
30 gallon automated cart	<u>(((\$14.62))</u>	<u>15.64</u>	<u>16.74</u>
60 gallon automated cart	<u>(((\$21.97))</u>	<u>23.51</u>	<u>25.15</u>
90 gallon automated cart	<u>(((\$29.28))</u>	<u>31.33</u>	<u>33.52</u>

Customer will receive a clean, but no guarantee of new, cart when starting, changing service or paying for “cleaned” cart.

Cleaning/pressure washing will be changed an hour minimum for dumpsters and roll offs.

B. Refurbishment.

When a customer discontinues service or a container otherwise needs repairs or restoration of a container because of either customer request or departmental order, the department assesses a refurbishment fee. The department may use an independent contractor or assess a time and materials fee. Charges may increase or decrease based on current costs and contracts. Refurbishment charges, subject to change, are:

Refurbishment Charges	<u>((2024))</u>	<u>2025</u>	<u>2026</u>
<u>Cleaning & Prep – per hour</u>	<u>(((\$44.00))</u>	<u>\$47.08</u>	<u>\$50.38</u>
<u>Sandblasting – per hour</u>	<u>(((\$97.90))</u>	<u>\$104.75</u>	<u>\$112.09</u>
<u>Repair and Welding – per hour</u>	<u>(((\$93.50))</u>	<u>\$100.04</u>	<u>\$107.05</u>
<u>Paint – per hour</u>	<u>(((\$97.90))</u>	<u>\$104.75</u>	<u>\$112.09</u>
<u>Decaling and Striping – per hour</u>	<u>(((\$55.00))</u>	<u>\$58.85</u>	<u>\$62.97</u>
<u>Front Load & Rear Load Dumpster hauling to and from refurbishment facility – per hour</u>	<u>(((\$55.00))</u>	<u>\$58.85</u>	<u>\$62.97</u>

((Container)) Rolloff hauling for refurbishment facility (round trip)	(((\$165.97))	<u>\$177.59</u>	<u>\$190.02</u>
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The department's cost for materials (steel, lids, winch handles, etc.) including any mark up and sales tax, used to repair or refurbish containers either by the city or an independent contractor, will be charge back to the customer, in addition to the charges listed in the table above in SMC 13.02.0518, Section B.

Section 44: That SMC section 13.02.0520 is amended to read as follows:

13.02.0520 Temporary Account

A. Some premises needs may increase or arise on a temporary basis, such as construction, remodeling, demolition, or other short-term events.

1. Customer requests for temporary accounts may not exceed one hundred eighty days continuously within any calendar year period. After that time, any temporary container may be removed from the premises after notice or attempt to notify the customer or owner by the department.

B. Use of a temporary container does not displace regular solid waste service for ongoing premises needs, which must continue to be accepted. Regular solid waste generated by premises is not permitted in temporary containers. Where the director determines premises needs exceed one hundred eighty days, or it appears there may be putrescible materials accumulating, regular mandatory weekly service provisions apply.

Temporary Account	<u>((2024))</u>	<u>2025</u>	<u>2026</u>
Delivery charge	<u>(((\$35.15))</u>	<u>\$37.61</u>	<u>\$40.24</u>
Dumpster service for (3-6 cubic yard containers)			
Flat Daily Charge (Rental Fee)	<u>(((\$2.81))</u>	<u>\$3.01</u>	<u>\$3.22</u>
Dump Fee 3 Cubic Yard Containers	<u>(((\$120.38))</u>	<u>\$128.81</u>	<u>\$137.82</u>
Dump Fee 6 Cubic Yard Containers	<u>(((\$240.78))</u>	<u>\$257.63</u>	<u>\$275.67</u>
Rolloff Service – Flat daily charge (Rental Fee)	<u>(((\$5.59))</u>	<u>\$5.98</u>	<u>\$6.40</u>
Rolloff Service – Load haul fee (Per load)	<u>(((\$165.97))</u>	<u>\$177.59</u>	<u>\$190.02</u>

Weight fee for Rolloff Service: As provided in SMC 13.02.0560.

C. Rental fee does not include Washington State sales tax.

D. Containers must be hauled every 30 days. Customer is responsible to make sure this requirement is met.

E. Customers are charged for collection haul every 30 days whether container is hauled or not.

Section 45: That SMC section 13.02.0522 is amended to read as follows:

13.02.0522 Container Dump Requests

A. Phone (509) 625-7956 for temporary dump service and (509) 625-7955 for permanent dump service.

B. All requests for dumps require one business day advance notice.

C. While the department will always attempt to work within the customer's schedule, time of day requests cannot be guaranteed. Cutoff time to service change requests is 2 p.m. for next day service. Weekend request will be Tuesday or later.

D. A temporary container must be dumped at least once per month, except if a container contains food, vegetable, animal or other putrescible wastes, the City requires dumping at least weekly. Customers are charged for collection haul every 30 days whether container is hauled or not.

Section 46: That SMC section 13.02.0528 is amended to read as follows:

13.02.0528 Rates for Equipment and Labor – Packer and Nonpacker

A. Department vehicle and labor service is supplied with two kinds of vehicles: Single-axle nonpacker trucks and tandem-axle packer trucks.

1. Disposal fees are charged in addition to equipment and labor charges.
2. Regular garbage collection vehicles are also called "packer" trucks because they operate with a compaction ((facility)) mechanism that pushes or packs in waste. For some disposal needs, such as odd-shaped debris or materials, regular open bed trucks are more suitable. These vehicles are called "nonpacker" trucks.
3. Department packer trucks are all larger tandem-axle design. Department nonpacker trucks are all smaller single-axle design.

4. Distinguished from this service is rolloff service, where a rolloff box is loaded by the customer, rather than with department labor. (See [SMC 13.02.0506](#))

B. Rates.

Rates in this section are stated based on fifteen-minute increments. The minimum charge is fifteen minutes.

Packer and Nonpacker Trucks	((2024))	<u>2025</u>	<u>2026</u>
Nonpacker, single-axle, truck, and driver	(((\$31.46))	<u>\$33.66</u>	<u>\$36.02</u>
Each extra person	(((\$26.20))	<u>\$28.03</u>	<u>\$30.00</u>
Tandem-axle truck, driver, and loader	(((\$43.71))	<u>\$46.77</u>	<u>\$50.04</u>

- C. In addition to the labor and equipment charges, there is added to subsection (B) of this section a charge for waste disposal, as shown in [SMC 13.02.0560](#), except that the minimum charge for waste disposal shall be equal to one-quarter of the applicable tonnage fee.

D. Overtime Periods.

When a customer requests service on holidays, Saturdays, or Sundays, or other overtime periods, an additional charge equal to the total labor paid plus the normal hauling fee shall apply.

Section 47: That SMC section 13.02.0550 is amended to read as follows:

13.02.0550 Rolloff Recycling Rates – Customer Arrangements

- A. Recyclable collection service for rolloff containers is charged at the general mixed solid waste haul rate.
- B. Additionally, the customer may make arrangements to receive payment for the recyclables from the destination purchaser of the recyclables. Customers without an account set up at the recycling processor will forfeit any revenue earned. This revenue will belong to the solid waste collection department.

C. Location of processor has to be approved in advance by Solid Waste Collection.

~~(C)~~ D. Such arrangements are the customer’s sole and exclusive responsibility.

Section 48: That SMC section 13.02.0552 is amended to read as follows:

13.02.0552 Recycling Rates – Nonresidential – Residential Premises with Multi-unit Dwellings Premises – Additional

- A. The following rates apply to premises with multi-unit dwellings where the director determines larger volume containers are needed. In addition to the residential recycling program, customers not otherwise participating may request recycling service of any and all materials accepted in the curbside program under the following rates. (See SMC 13.02.0122(B))
- B. Collection of single-stream recyclables is available weekly (with the exception of carts) at the following monthly rates:

Nonresidential & Multi-unit Dwellings	Monthly Amount		
	((2024))	<u>2025</u>	<u>2026</u>
Collection of single-stream recyclables			
((32)) <u>30</u> , ((64)) <u>60</u> , & ((95)) <u>90</u> gallon cart (<u>bi-weekly service</u>)	((19.66))	<u>\$21.04</u>	<u>\$22.51</u>
One cubic yard dumpster	((40.99))	<u>\$43.86</u>	<u>\$46.93</u>
Two cubic yard dumpster	((62.94))	<u>\$67.31</u>	<u>\$72.03</u>
Three cubic yard dumpster	((94.36))	<u>\$100.97</u>	<u>\$108.03</u>
Four cubic yard dumpster	((125.79))	<u>\$134.60</u>	<u>\$144.02</u>
Six cubic yard dumpster	((188.71))	<u>\$201.92</u>	<u>\$216.05</u>
Loose Yardage			
One yard	((55.64))	<u>\$59.53</u>	<u>\$63.70</u>
Two yards	((77.53))	<u>\$82.96</u>	<u>\$88.76</u>
Three yards	((108.98))	<u>\$116.61</u>	<u>\$124.77</u>
Four yards	((140.43))	<u>\$150.26</u>	<u>\$160.78</u>
Six yards	((203.35))	<u>\$217.58</u>	<u>\$232.82</u>

- C. Rollout rates, including packouts for recycling carts, are available at the same increment and percentage of increase as the general mixed solid waste rate (one-half of standard sixty gallon refuse rate for each fifty feet for items not within six feet of semi-automated pickup location or two feet of automated pickup location).
- D. Load Truck Loose Yardage Recyclables – Collection Rates/Hour (hand-loaded). Rates in this section are stated based on fifteen-minute increments. The minimum charge is thirty minutes.

Load Truck Loose Yardage Recyclables	((2024))	<u>2025</u>	<u>2026</u>
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Single-axle truck and driver	(((\$30.39))	<u>\$32.52</u>	<u>\$34.79</u>
Tandem-axle truck driver	(((\$42.26))	<u>\$45.22</u>	<u>\$48.38</u>

- E. The department retains any proceeds from sale of recyclables.
- F. Loads including non-recyclable solid waste are charged as a regular solid waste load, in addition to return trip charges applicable. If recycling is rejected at processor and needs to be hauled elsewhere, an additional fee applies for the partial second haul. The rate will be charged at 50% of a regular haul fee.
- G. The director of solid waste management reserves the right to deny service to any generator that does not meet a minimum standard of recyclable quality as determined by the director's evaluation.

Section 49: That SMC section 13.02.0554 is amended to read as follows:

13.02.0554 Clean Green Yard Waste Collection

- A. Any customer may apply to the department for collection of "clean green" yard waste. Participation is voluntary.
 - 1. To be accepted as "clean green" yard waste, material must consist of grass, leaves, pine needles, pine cones, thatch, vines, weeds, and branches, or other such fresh yard waste type material, not putrefied. Food scraps and compostable paper products, such as uncoated paper plates and pizza delivery boxes, are acceptable.
 - 2. Woody material must be no more than three inches in diameter and not extend outside the approved collection container.
 - 3. Material may be bundled with rope or string next to the container not to exceed ~~((six))~~ four feet in length.
 - 4. Total gross cart weight may not exceed two hundred fifty pounds.
- B. In ~~((addition))~~ addition to subsection (A) of this section, customers are cautioned that "clean green" yard material may not contain any of the following:
 - 1. Sod (beyond small amounts).
 - 2. Rocks.
 - 3. Dirt.

4. Gravel.
5. Concrete.
6. Glass.
7. Metal.
8. Plastic.
9. Treated wood/bark.
10. Animal feces.
11. Paint residue.
12. Christmas or holiday decorations.
13. Non-compostable paper products.
14. Flocking.
15. Dimensional lumber.
16. Stumps/roots.
17. Charcoal/Ash

A load is further not considered clean green if it emanates a strong odor, detectable by an ordinary person at a distance of thirty feet. Loads submitted not acceptable as clean green will be left by clean green collection crews and must be handled as a category solid waste. The rate shall be as for a ninety gallon automated style container, as set in SMC 13.02.0502.

- C. The collection day for clean green yard waste shall be on ~~((a weekly basis during the season which generally runs from March through November, on))~~ the same day as the customer's regular solid waste collection. Service is weekly during the months of March through November; service is one week each month during December, January and February. The one week per month collection is generally the first full week of the month but subject to change. Service is provided only in ninety gallon carts supplied by the department.

D. The service is billed and payable monthly, as follows:

Clean Green Yard Waste Collection	((2024))	<u>2025</u>	<u>2026</u>
((March thru November)) ((Monthly))	(((\$20.72))	<u>\$18.01</u>	<u>\$19.27</u>
((December thru February))	((No Charge))		
Extra Dump	(((\$5.19))	<u>\$5.55</u>	<u>\$5.94</u>

Clean green yard waste carts that are out in the designated collection area during December, January, and February on non-collection weeks are assumed to be out for collection and will be charged an extra dump.

E. Yard waste cart packout charged at same rate as refuse (one half of standard sixty gallon refuse rate for each fifty feet for items not within six feet of semi-automated pickup location or two feet of automated pickup location).

F. There is no container delivery charge for the first delivery to a given customer. Thereafter, the redelivery charge is the same amount as the container pickup fee as listed below.

1. The container pickup fee is:

((2024))	<u>2025</u>	<u>2026</u>
(((\$35.15))	<u>\$37.61</u>	<u>\$40.24</u>

if requested within twelve months of the initial delivery.

G. The minimum length of time that a customer may request a clean green yard waste cart for is three months. If customer cancels service within the first three months, they will be subject to a charge equal to three months of service total and the container pick up fee as described in this subsection (F).

H. The customer is responsible for the cost of cart replacement in case of loss or damage.

Article VII. Disposal Rates

Section 50: That SMC section 13.02.0560 is amended to read as follows:

13.02.0560 General Mixed Solid Waste – Tonnage Fee

A. For solid waste delivered to the Waste-to-Energy Facility (WTE), the charge shall be:

	<u>((2024))</u>	<u>2025</u>	<u>2026</u>
Per ton charge	<u>(((\$132.62))</u>	<u>\$141.90</u>	<u>\$151.84</u>
Minimum charge per vehicle	<u>(((\$21.67))</u>	<u>\$23.19</u>	<u>\$24.81</u>

B. For solid waste delivered to the Northside Landfill, the charge shall be:

	<u>((2024))</u>	<u>2025</u>	<u>2026</u>
Per ton charge	<u>(((\$132.62))</u>	<u>\$141.90</u>	<u>\$151.84</u>
Minimum charge per vehicle	<u>(((\$21.67))</u>	<u>\$23.19</u>	<u>\$24.81</u>

C. For solid waste delivered to the Waste to Energy Facility, which the director determines requires special handling, the charge shall be:

	<u>((2024))</u>	<u>2025</u>	<u>2026</u>
Per ton charge	<u>(((\$238.37))</u>	<u>\$255.06</u>	<u>\$272.91</u>
Minimum charge per vehicle	<u>(((\$119.17))</u>	<u>\$127.51</u>	<u>\$136.44</u>

D. For solid waste delivered to any of the above facilities, from nonprofit generator accounts, the applicable per ton charge above listed in subsection A, B or C shall be reduced by thirty-five percent. The minimum charge per vehicle is:

<u>((2024))</u>	<u>2025</u>	<u>2026</u>
<u>(((\$21.67))</u>	<u>\$23.19</u>	<u>\$24.81</u>

1. The generator shall identify itself as a section 501(c) (3) of the Internal Revenue Code approved nonprofit enterprise or provide similar proof of qualification to the department.
2. The waste shall be the product of the nonprofit business activities, which include waste reduction or recycling as a major component of its operations.

Section 51: That SMC section 13.02.0561 is amended to read as follows:

13.02.0561 Self Haul Transaction Fee

For all waste delivered to the Waste-to-Energy Facility or Northside Landfill, there shall be charged a self-haul transaction Fee per vehicle per load:

<u>((2024))</u>	<u>2025</u>	<u>2026</u>
<u>(((\$2.33))</u>	<u>\$2.49</u>	<u>\$2.67</u>

Section 52: That SMC section 13.02.0562 is amended to read as follows:

13.02.0562 Compost

A. Compost Consisting of Clean Green Yard Waste, Self-hauled.

For clean green yard waste, delivered to the Waste-to-Energy Facility there shall be a charge of:

	<u>((2024))</u>	<u>2025</u>	<u>2026</u>
Per ton charge (then prorated by weight thereafter)	<u>(((\$66.88))</u>	<u>\$71.56</u>	<u>\$76.57</u>
Minimum charge per vehicle	<u>(((\$7.12))</u>	<u>\$7.62</u>	<u>\$8.15</u>

These rates do not apply to dirt, debris, or other materials from large-scale landscaping, land clearing.

Section 53: That SMC section 13.02.0563 is amended to read as follows:

13.02.0563 Waste Tires

Waste Tires are tires no longer suitable for their original intended purpose because of wear, damage, or defect.

A. For waste tires, delivered to the Waste-to-Energy Facility, there shall be a charge of:

	<u>((2024))</u>	<u>2025</u>	<u>2026</u>
Per ton charge (then prorated by weight thereafter)	<u>(((\$172.83))</u>	<u>\$184.93</u>	<u>\$197.87</u>
Minimum charge per vehicle	<u>(((\$25.88))</u>	<u>\$27.69</u>	<u>\$29.63</u>

B. Dedicated loads of waste tires will be accepted by appointment only.

C. Acceptance of waste tires is subject to change without notice. The City of Spokane may modify, restrict, or cancel the acceptance of waste tires in accord with policy or market conditions.

Section 54: That SMC section 13.02.0568 is amended to read as follows:

13.02.0568 Estimates Allowed

A. Where scales are temporarily disabled or not in use, commercial vehicles are assessed a full vehicle load fee based upon comparable weights.

1. Private noncommercial citizen vehicles are assessed a fee based upon the City's estimated cubic yards of the load at

((2024))	<u>2025</u>	<u>2026</u>
(((\$35.29))	<u>\$37.76</u>	<u>\$40.40</u>

Per cubic yard plus applicable state taxes.

2. In addition, if a vehicle leaves without weighing out, it will be charged the full authorized loaded gross vehicle weight.

B. Special service at a City disposal facility for disposal of unusual or nonstandard municipal solid waste, as determined by the City, or other special labor costs is at the rate of seventy-five dollars, plus applicable state taxes, per hour or fraction thereof, with a twenty-five dollar minimum charge.

1. The special service fee shall be in addition to the assessed tipping fee based on weight.

C. Where a customer loses his/her loop tag at the disposal site, the City's representative at the disposal site scales will estimate the charge for the customer's load and such estimation will bind the customer.

1. The minimum charge will be for a one-ton load, or more if a larger load is estimated.

2. In addition, the customer may be required to pay a five dollar (\$5.00) lost card fee.

D. Use of scales for weighing only:

((2024))	<u>2025</u>	<u>2026</u>
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(\$21.67)	\$23.19	\$24.81
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Section 55. Effective Date. This ordinance shall take effect and be in force on January 1, 2025.

PASSED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council:

Committee: PIES **Date:** 10/21/2024

Committee Agenda type: Consent

Date Rec'd 9/24/2024

Clerk's File # ORD C36590

Cross Ref # C35525

Project #

Council Meeting Date: 10/07/2024

Submitting Dept PUBLIC WORKS

Bid #

Contact Name/Phone MARLENE FEIST (509) 625-6505

Requisition #

Contact E-Mail MFEIST@SPOKANECITY.ORG

Agenda Item Type First Reading Ordinance

Council Sponsor(s) BWILKERSON JBINGLE KKLITZKE

Agenda Item Name 5200 - CUSTOMER CREDIT RATE ORDINANCE

Agenda Wording

Ordinance for the customer credit rate ordinance, amending SMC section 13.11.030; and SMC 13.035.700 of the Spokane Municipal Code; and setting an effective date.

Summary (Background)

After presentations and discussions with the Council and the Mayor, the approach to establish utility rates for the next two years (2025-2026) is anticipated to support our most vulnerable customers, maintain affordability, encourage diversion of organics and lower water use, ensure each class of customer is paying their fair share, and improve financial stability to ensure quality service delivery.

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

FEIST, MARLENE

Division Director

FEIST, MARLENE

Accounting Manager

ALBIN-MOORE, ANGELA

Legal

SCHOEDEL, ELIZABETH

For the Mayor

PICCOLO, MIKE

Additional Approvals

Distribution List

publicworksaccounting@spokanecity.org

eraea@spokanecity.org

eschoedel@spokanecity.org

kemiller@spokanecity.org

mfeist@spokanecity.org

mmarroquin@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	September 16, 2024
Submitting Department	Public Works
Contact Name	Marlene Feist
Contact Email & Phone	mfeist@spokanecity.org ; (509) 625-6505
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 15 minutes
Agenda Item Name	Utility Rate Setting for 2025 and 2026
Proposed Council Action	<input type="checkbox"/> Approval to proceed to Legislative Agenda <input checked="" type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Following discussions with Council on priorities during the March 18, April 15, and August 19 PIES meetings as well as during a study session on May 2, Public Works will provide additional information on the proposed approach to utility rate setting for 2025 and 2026. At the September session, we provide updated budget numbers and additional information on 2026.</p> <p>Based on our discussions with Council and the Mayor, PW approach to utility rates for the next two years is intended to:</p> <ul style="list-style-type: none"> Support our most vulnerable customers Maintain affordability Encourage diversion of organics and lower water use Ensure each class of customer is paying their fair share Improve financial stability to ensure quality service delivery <p>Background: The City's utilities rates are set to expire at the end of 2024 and new rates are needed prior to 2025. The intent will be to establish a rate for two years (2025-2026) after which the focus will be to establish a rate for four years as a way to develop a stable financial planning tool that will be vital for prudent fiscal management and financial sustainability.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input 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>Rate recommendations are designed to pay for operational and capital costs of the utilities while considering affordability and predictability for customers.</u></p> <p>Funding Source <input 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? 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.) Generates revenue for 2025 and 2026 biennium budget.</p>	

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

- What impacts would the proposal have on historically excluded communities?
Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans.
- 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 proposal includes elements that support vulnerable customers—those with lower incomes, seniors, and disabled.

- 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.

Public Works hired a nationally recognized consulting firm, FCS, to inform a rate structure for the City of Spokane that reflects best management practices and policies to provide the City with prudent fiscal management and financial stability for the City’s Utilities.

- 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 manage costs, support approved projects in the 6-year CIP, and meet levels of service in the Water System Plan and Comprehensive Plan.

Council Subcommittee Review

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

N/A

ORDINANCE NO. C36590

AN ORDINANCE relating to customer credit rate ordinance, amending SMC section 13.11.030; and SMC 13.035.700 of the Spokane Municipal Code; and setting an effective date.

The City of Spokane does ordain:

Section 1 That SMC section 13.11.030 is amended to read as follow:

13.11.030 Senior or Disabled Residential Customer Credit

The senior or disabled residential customer credit shall be ~~((ten dollars (\$10.00) per month and))~~ apportioned as follows to the owner occupied residential account:

Per Month	
<u>2025</u>	<u>2026</u>
<u>\$15.00</u>	<u>\$20.00</u>

One-third toward any monthly water charges,
One-third toward any monthly wastewater charges, and
One-third toward any monthly solid waste collection charges.

An account, which does not receive all three utility services, shall only receive partial credit as listed in the SMC 13.11.040 Application section.

Section 2: That section 13.035.700 is amended to read as follows:

13.035.700 Water- Wastewater Conservation Incentives

In order to encourage water conservation, the Director of the Utilities Division shall create conservation incentives within the City’s rate structure for water and wastewater.

- A. Each year, a wastewater conservation credit shall be granted to the 20 percent of residential ratepayers with the lowest indoor water usage who are categorized as single-family residential customers of the City’s water utility.
- B. Indoor water usage shall be determined by the average monthly actual water use of a single-family residential customer during the previous winter months of November through March when almost all water usage is indoors.

C. The credit shall be ~~((in the amount of sixty dollars (\$60.00) and shall be equally))~~ as follows and shall be equally distributed in twelve monthly installments throughout the course of one year.

<u>2025</u>	<u>2026</u>
<u>\$90.00</u>	<u>\$120.00</u>

D. Ratepayers shall be notified of their individual water consumption as compared to other users within the rate category.

Section 3. Effective Date. This ordinance shall take effect and be in force on January 1, 2025.

PASSED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date