

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 21, 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 21, 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: 248 803 06494; 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 18, 2024, and ending at 6:00 p.m. on Monday, October 21, 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 21, 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 21, 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

Climate Resilience & Sustainability Board: Four Appointments	Confirm	CPR 2024-0030
Transportation Commission: One Appointment	Confirm	CPR 2024-0029
Design Review Board: One Appointment	Confirm	CPR 1993-0069

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. Two-year Value Blanket with San Diego Police Equipment (San Diego, CA) for the purchase of ammunition for the Spokane Police Department—not to exceed \$195,000 annually. (Council Sponsors: Council Members Dillon, Cathcart, and Navarrete)	Approve	OPR 2024-0886 RFQ 6228-24
Jacqui MacConnell		
2. On-call Master Agreements utilizing Community Wildfire Defense Grant funds for wildland fuels reduction for the Spokane Fire Department with:	Approve	RFP 6161-24
a. American Forest Management—\$300,000.		OPR 2024-0887
b. Patriot Land Management—\$200,000.		OPR 2024-0888

c. American Fire Fighter Co.—\$150,000.

OPR 2024-0889

(Council Sponsors: Council Members Dillon, Cathcart, and Navarrete)

Lance Dahl

- 3. Brush and Fuels Service Agreement with the Washington State Department of Ecology utilizing Community Wildfire Defense Grant funds to provide Washington Conservation Corps members to complete environmental or disaster services projects for the Spokane Fire Department from October 1, 2024, through September 30, 2025—\$54,015. (Council Sponsors: Council Members Dillon, Cathcart, and Navarrete)
Lance Dahl Approve OPR 2024-0890
- 4. Consultant Agreement with Engineering Economics, Inc. (Lakewood, CO) for mechanical systems commissioning services at the Water Department Building from October 21, 2024, through June 30, 2028—\$61,067.25 (incl. tax) (plus 10% administrative reserve). (Council Sponsors: Council President Wilkerson and Council Members Cathcart and Dillon)
Dave Steele Approve OPR 2024-0891
- 5. Amendment to Master Software Services Agreement with Washtech Corp. (Portland, OR) for software services formerly provided by Rubicon Global LLC from October 1, 2024, through September 30, 2029—\$682,746 (\$136,549.20 annually) (plus applicable tax). (Council Sponsors: Council President Wilkerson and Council Members Cathcart and Zappone)
Laz Martinez Approve OPR 2023-1015
RFP 4430-18
- 6. Memorandum of Understanding with Neighborhood Housing & Human Services Division and Utility Billing regarding the Residential Lighting Program utilizing ARPA funds—\$150,000. (Council Sponsors: Council President Wilkerson and Council Members Cathcart and Dillon)
Marlene Feist Approve OPR 2024-0892
- 7. Report of the Mayor of pending: Approve & Authorize Payments CPR 2024-0002
 - 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: \$_____. CPR 2024-0003

8. a. City Council Meeting Minutes: _____, Approve All CPR 2024-0013
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 C36592

American Rescue Plan Fund

- 1) Reallocate the appropriation of \$7,484.09 that was previously allocated for the purpose of AVI Upgrades.
- 2) Reallocate the appropriation of \$218,632.84 that was previously allocated for the purpose of procurement and outfitting of fire apparatuses.
- 3) Reallocate the appropriation of \$17,436.98 that was previously allocated for ADU Permits.
- 4) Reallocate the appropriation of \$6,130.41 that was previously allocated for the purpose of purchase and commissioning of a Fire Safety House.
- 5) Reallocate the appropriation of \$16,733.09 that was previously allocated for the purpose of purchasing police vehicles.
- 6) Reallocate the appropriation of \$4,187.29 that was previously allocated for the purpose of Chief Recruitment.
- 7) Reallocate the appropriation of \$30,008.09 that was previously allocated for the purpose of subarea planning for Hillyard, West Central and East Central.
- 8) Reallocate the appropriation of \$31,800 that was previously allocated for the purpose of Multi Cultural Centers.
- 9) Reallocate the appropriation of \$100,000 that was previously allocated for the purpose of Police Omsbudsman

- 10) Reallocate the appropriation of \$11,341.32 that was previously allocated for a Behavioral Health Services Vehicle
- 11) Of the reallocated appropriation, \$177,616.11 is provided solely for Fire Capital at Station 1 for HVAC
- 12) Of the reallocated appropriation, \$6,138 is provided solely for sales taxes on WUI Fire software contract.
- 13) Of the reallocated appropriation, \$200,000 is provided solely for Latah Valley TIF analysis & sub area planning.
- 14) Of the reallocated appropriation, \$60,000 is provided solely for a memory garden.

(This action arises from the need to re-allocate ARPA funding for other purposes.) (Council Sponsors: Council President Wilkerson and Council Member Zappone)

Michelle Murray

ORD C36593

Public Safety Personnel & Crime Reduction Fund

- 1) Remove 16 classified Police Officers (from 16 to 0).
- 2) Remove one classified Senior Police Officer (from 1 to 0).
- 3) Remove one classified Mental Health Coordinator (from 1 to 0).
- 4) Remove two classified Parking Enforcement Spec I (from 2 to 0).
- 5) Remove four classified Police Records Specialist (from 4 to 0).
- 6) Remove six classified Police Radio Dispatcher I (from 6 to 0).
- 7) Remove two classified Police Radio Dispatcher II (from 2 to 0).
- 8) Decrease appropriation by \$3,119,373.
 - A) Of the decreased appropriation, \$3,119,373 is removed from base wages and employee benefits.
- 9) Increase appropriation by \$3,119,373.
 - A) Of the increased appropriation, \$3,119,373 is provided solely for an operating transfer-out to the General Fund's Police department.

and

General Fund

- 1) Add 16 classified Police Officers (from 76 to 92).
- 2) Add one classified Senior Police Officer (from 106 to 107).
- 3) Add one classified Mental Health Coordinator (from 0 to 1).
- 4) Add two classified Parking Enforcement Spec I (from 0 to 2).
- 5) Add four classified Police Records Specialist (from 20 to 24).
- 6) Add six classified Police Radio Dispatcher I (from 4 to 10).
- 7) Add two classified Police Radio Dispatcher II (from 2 to 4).
- 8) Increase revenue by \$3,119,373.
 - A) Of the increased revenue, \$3,119,373 is provided solely for an operating transfer-in from the Public Safety Personnel & Crime Reduction Fund.
- 9) Increase appropriation by \$3,119,373.
 - A) Of the increased appropriation, \$3,119,373 is provided solely for base wages and employee benefits.

(This action arises from transferring the Police FTE and the associated personnel budget from the Public Safety Personnel & Crime Reduction Fund to the General Fund.) (Council Sponsors: Council President Wilkerson and Council Members Dillon and Cathcart)

Matt Boston

EMERGENCY ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

- ORD C36594 Repealing reduced fees for construction of accessory dwelling units; amending sections 08.02.031 and 08.02.066 of the Spokane Municipal Code.; and declaring an emergency. (Council Sponsors: Council President Wilkerson and Council Member Zappone)
Giacobbe Byrd

NO RESOLUTIONS

FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

- ORD C36120 Vacating the east 55 feet of Adams Street from the south line of Third Avenue to the north line of I-90, together with the alley between Third Avenue and I-90, from the east line of Adams Street to the west line of Jefferson Street. (First Reading held October 25, 2021) (Deferred from September 23, 2024, Agenda) (Council Sponsors: Council Members Zappone and Klitzke)
Eldon Brown

FIRST READING ORDINANCES

- ORD C36577 Relating to the prohibition of sitting and laying on public sidewalks, and amending Section 10.60.020 of the Spokane Municipal Code. (Referred to the October 7, 2024, Public Safety and Community Health Committee from the September 23, 2024, Advance Agenda on September 16, 2024, and returned for placement on the October 21, 2024, Agenda) (Council Sponsors: Council Members Bingle and Cathcart)
Council Member Bingle

FURTHER ACTION DEFERRED

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 21, 2024 (per Council Rule 2.1.B)

ADJOURNMENT

The October 21, 2024, Regular Legislative Session of the City Council is adjourned to October 28, 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

10/4/2024

Clerk's File #

CPR 2024-0030

Cross Ref #

Project #

Council Meeting Date: 10/21/2024

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 KERRY BROOKS TO THE CLIMATE RESILIENCE AND

Agenda Wording

Mayor Brown has appointed Kerry Brooks to the Climate Resilience and Sustainability Board for a term of October 21, 2024 to October 21, 2026.

Summary (Background)

The purpose of the Climate Resilience and Sustainability Board is to provide advice and recommendations to the Mayor, City Council, and community on the actions necessary to achieve the community's sustainability and climate goals consistent with the City's Comprehensive Plan, Sustainability Action Plan, environmental stewardship policies of the City as adopted by the City Council, and within the requirements and parameters set forth in state 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 \$ #

\$ #

\$ #

Committee Agenda Sheet

Select Committee Name

Committee Date	October 21, 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 Kerry Brooks to the Climate Resilience and Sustainability Board
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 Kerry Brooks to the Climate Resilience and Sustainability Board for a term of October 21, 2024 – October 21, 2026.</p> <p>Mission Statement/Purpose: The purpose of the Climate Resilience and Sustainability Board is to provide advice and recommendations to the Mayor, City Council, and community on the actions necessary to achieve the community's sustainability and climate goals consistent with the City's Comprehensive Plan, Sustainability Action Plan, environmental stewardship policies of the City as adopted by the City Council, and within the requirements and parameters set forth in state law.</p> <p>Membership: The Climate Resilience and Sustainability Board membership consists of diverse and broad representation including but not limited to:</p> <ol style="list-style-type: none"> 1. members of impacted communities facing disproportionate environmental and health disparities; 2. individuals with expertise in public health, emergency management, climate planning, or sustainability and resiliency initiatives; 3. business leaders and entrepreneurs with experience implementing sustainability and resiliency initiatives; and 4. students of secondary and postsecondary education institutions within the city of Spokane.
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 type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" 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 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 04.41.020

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

10/7/2024

Clerk's File #

CPR 2024-0030

Cross Ref #**Project #****Council Meeting Date:** 10/21/2024**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 KEVIN FAGAN TO THE CLIMATE RESILIENCE &

Agenda Wording

Mayor Brown has appointed Kevin Fagan to the Climate Resilience and Sustainability Board for a term of October 21, 2024 - October 21, 2026.

Summary (Background)

The purpose of the Climate Resilience and Sustainability Board is to provide advice and recommendations to the Mayor, City Council, and community on the actions necessary to achieve the community's sustainability and climate goals consistent with the City's Comprehensive Plan, Sustainability Action Plan, environmental stewardship policies of the City as adopted by the City Council, and within the requirements and parameters set forth in state 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		Additional Approvals	
<u>Dept Head</u>	JONES, GARRETT		
<u>Division Director</u>			
<u>Accounting Manager</u>			
<u>Legal</u>			
<u>For the Mayor</u>	JONES, GARRETT		

Distribution List

amcdaniel@spokanecity.org

Committee Agenda Sheet

Select Committee Name

Committee Date	October 21, 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 Kevin Fagan to the Climate Resilience and Sustainability Board
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 Kevin Fagan to the Climate Resilience and Sustainability Board for a term of October 21, 2024 – October 21, 2026.</p> <p>Mission Statement/Purpose: The purpose of the Climate Resilience and Sustainability Board is to provide advice and recommendations to the Mayor, City Council, and community on the actions necessary to achieve the community's sustainability and climate goals consistent with the City's Comprehensive Plan, Sustainability Action Plan, environmental stewardship policies of the City as adopted by the City Council, and within the requirements and parameters set forth in state law.</p> <p>Membership: The Climate Resilience and Sustainability Board membership consists of diverse and broad representation including but not limited to:</p> <ol style="list-style-type: none"> 1. members of impacted communities facing disproportionate environmental and health disparities; 2. individuals with expertise in public health, emergency management, climate planning, or sustainability and resiliency initiatives; 3. business leaders and entrepreneurs with experience implementing sustainability and resiliency initiatives; and 4. students of secondary and postsecondary education institutions within the city of Spokane.
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 type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" 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 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 04.41.020

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

10/7/2024

Clerk's File #

CPR 2024-0030

Cross Ref #**Project #****Council Meeting Date:** 10/21/2024**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 LEA MOLINA TO THE CLIMATE RESILIENCE &

Agenda Wording

Mayor Brown has appointed Lea Molina to the Climate Resilience and Sustainability Board for a term of October 21, 2024 - October 21, 2026.

Summary (Background)

The purpose of the Climate Resilience and Sustainability Board is to provide advice and recommendations to the Mayor, City Council, and community on the actions necessary to achieve the community's sustainability and climate goals consistent with the City's Comprehensive Plan, Sustainability Action Plan, environmental stewardship policies of the City as adopted by the City Council, and within the requirements and parameters set forth in state 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

Additional Approvals

Division Director

Accounting Manager

Legal

For the Mayor

JONES, GARRETT

Distribution List

amcdaniel@spokanecity.org

Committee Agenda Sheet

Select Committee Name

Committee Date	October 21, 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 Lea Molina to the Climate Resilience and Sustainability Board
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 Lea Molina to the Climate Resilience and Sustainability Board for a term of October 21, 2024 – October 21, 2026.</p> <p>Mission Statement/Purpose: The purpose of the Climate Resilience and Sustainability Board is to provide advice and recommendations to the Mayor, City Council, and community on the actions necessary to achieve the community's sustainability and climate goals consistent with the City's Comprehensive Plan, Sustainability Action Plan, environmental stewardship policies of the City as adopted by the City Council, and within the requirements and parameters set forth in state law.</p> <p>Membership: The Climate Resilience and Sustainability Board membership consists of diverse and broad representation including but not limited to:</p> <ol style="list-style-type: none"> 1. members of impacted communities facing disproportionate environmental and health disparities; 2. individuals with expertise in public health, emergency management, climate planning, or sustainability and resiliency initiatives; 3. business leaders and entrepreneurs with experience implementing sustainability and resiliency initiatives; and 4. students of secondary and postsecondary education institutions within the city of Spokane.
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 type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" 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 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 04.41.020



Agenda Sheet for City Council:

Committee: **Date:** N/A

Committee Agenda type:

Date Rec'd

10/7/2024

Clerk's File #

CPR 2024-0030

Cross Ref #

Project #

Council Meeting Date: 10/21/2024

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

APPT OF HALA ZAHALQA TO THE CLIMATE RESILIENCE & SUSTAINABILITY

Agenda Wording

Mayor Brown has appointed Hala Zahalqa to the Climate Resilience and Sustainability Board for a term of October 21, 2024 -- October 21, 2026.

Summary (Background)

The purpose of the Climate Resilience and Sustainability Board is to provide advice and recommendations to the Mayor, City Council, and community on the actions necessary to achieve the community's sustainability and climate goals consistent with the City's Comprehensive Plan, Sustainability Action Plan, environmental stewardship policies of the City as adopted by the City Council, and within the requirements and parameters set forth in state 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

Committee Agenda Sheet

Select Committee Name

Committee Date	October 21, 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 Hala Zahalqa to the Climate Resilience and Sustainability Board
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 Hala Zahalqa to the Climate Resilience and Sustainability Board for a term of October 21, 2024 – October 21, 2026.</p> <p>Mission Statement/Purpose: The purpose of the Climate Resilience and Sustainability Board is to provide advice and recommendations to the Mayor, City Council, and community on the actions necessary to achieve the community's sustainability and climate goals consistent with the City's Comprehensive Plan, Sustainability Action Plan, environmental stewardship policies of the City as adopted by the City Council, and within the requirements and parameters set forth in state law.</p> <p>Membership: The Climate Resilience and Sustainability Board membership consists of diverse and broad representation including but not limited to:</p> <ol style="list-style-type: none"> 1. members of impacted communities facing disproportionate environmental and health disparities; 2. individuals with expertise in public health, emergency management, climate planning, or sustainability and resiliency initiatives; 3. business leaders and entrepreneurs with experience implementing sustainability and resiliency initiatives; and 4. students of secondary and postsecondary education institutions within the city of Spokane.
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 type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" 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 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 04.41.020



Agenda Sheet for City Council:

Committee: **Date:** N/A

Committee Agenda type:

Date Rec'd

10/9/2024

Clerk's File #

CPR 2024-0029

Cross Ref #

Project #

Council Meeting Date: 10/21/2024

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 LAUREN PANGBORN TO THE TRANSPORTATION

Agenda Wording

Mayor Brown has appointed Lauren Pangborn to the Transportation Commission as the representative of the Bicycle Advisory Board for a term of October 21, 2024 - October 21, 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

Division Director

Accounting Manager

Legal

For the Mayor

Additional Approvals

Distribution List

amcdaniel@spokanecity.org

Board and Commissions Agenda Sheet

Select Committee Name

Committee Date	October 21, 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 Lauren Pangborn as the representative of the Bicycle Advisory Board 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 Lauren Pangborn to the Transportation Commission as the representative of the Bicycle Advisory Board for a term of October 21, 2024 – October 21, 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:

Date Rec'd

10/9/2024

Clerk's File #

CPR 1993-0069

Cross Ref #

Project #

Council Meeting Date: 10/21/2024

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 CARLOS FERNANDO DIAZ GARCIA TO THE DESIGN REVIEW

Agenda Wording

Mayor Brown has appointed Carlos Fernando Diaz Garcia to the Design Review Board as the liaison of the Community Assembly for a term of October 21, 2024 - October 21, 2027.

Summary (Background)

The Design Review Board is comprised of citizens and practicing professionals who represent community interests including a diversity of design and technical professions.

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

Division Director

Accounting Manager

Legal

For the Mayor

Additional Approvals

Distribution List

amcdaniel@spokanecity.org

Committee Agenda Sheet

Select Committee Name

Committee Date	October 21, 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 Carlos Fernando Diaz Garcia to the Design Review Board as the liaison of the Community Assembly.
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	Mayor Brown has appointed Carlos Fernando Diaz Garcia to the Design Review Board for a term of October 21, 2024 – October 21, 2027. Mission Statement/Purpose: The Design Review Board is comprised of citizens and practicing professionals who represent community interests including a diversity of design and technical professions. The Board was established to do the following: <ul style="list-style-type: none"> • Improve communication and participation among developers, neighbors, and the City early in the design and siting of new development subject to design review under the Spokane Municipal Code; • Ensure that projects subject to design review under the Spokane Municipal Code are consistent with adopted design guidelines and help implement the City's comprehensive plan; • Advocate for the aesthetic quality of Spokane's public realm; • Encourage design and site planning that responds to context, enhances pedestrian characteristics, considers sustainable design practices, and helps make Spokane a desirable place to live, work, and visit; • Provide flexibility in the application of development standards as allowed through development standard departures; and • Ensure that public facilities and projects within the City's right-of-way: <ol style="list-style-type: none"> 1. Wisely allocate the City's resources, 2. Serve as models of design quality.
Fiscal Impact Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Total Cost: <small>Click or tap here to enter text.</small> 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 type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A Specify funding source: Select Funding Source* Is this funding source sustainable for future years, months, etc? <small>Click or tap here to enter text.</small>	

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 04.13.025



Agenda Sheet for City Council:

Committee: Public Safety **Date:** 10/07/2024

Committee Agenda type: Consent

Date Rec'd

10/7/2024

Clerk's File #

OPR 2024-0886

Cross Ref #

Project #

Council Meeting Date: 10/21/2024

Submitting Dept

POLICE

Bid #

RFQ 6228-24

Contact Name/Phone

JACQUI 4109

Requisition #

Contact E-Mail

JMACCONNELL@SPOKANEPOLICE.O

Agenda Item Type

Purchase w/o Contract

Council Sponsor(s)

PDILLON MCATHCART LNAVARRETE

Agenda Item Name

0680 - APPROVAL OF VALUE BLANKET FOR POLICE DEPARTMENT

Agenda Wording

Approval of Value Blanket for Police Department ammunition with an amount not to exceed \$195,000 per year.

Summary (Background)

In September 2024, Spokane Police sent out a request for bids for ammunitions - RFQ 6228-24. San Diego Police Equipment won the bid to provide ammunition to the department for 2 years with the option of three (3) one-year renewals upon written agreement. Four companies responded and it was determined that we would award to San Diego Police Equipment as the lowest overall bid, allowing SPD to not have to award to multiple vendors.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ not to exceed 195,000.00

Current Year Cost \$ 195,000.00

Subsequent Year(s) Cost \$ 780,000.00

Narrative

This is a recurring, annual expense that is budgeted with the Police operating fund.

Amount

Budget Account

Expense \$ 195,000.00

0680-11460-21400-53206-99999

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	October 7, 2024
Submitting Department	Police
Contact Name	Jacqui MacConnell
Contact Email & Phone	jmacconnell@spokanepolice.org 625-4109
Council Sponsor(s)	Councilmembers Dillon, Cathcart & Navarrete
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Approval of Value Blanket for department ammunition
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>In September 2024, Spokane Police sent out a request for bids for ammunitions – RFQ 6228-24. San Diego Police Equipment won the bid to provide ammunition to the department for 2 years with the option of three (3) one-year renewals upon written agreement.</p> <p>SPD is requesting approval of the value blanket agreement, with an amount not to exceed \$195,000 per year.</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>Not to exceed \$195,000.00</u></p> <p> Current year cost: \$195,000</p> <p> Subsequent year(s) cost: \$780,000</p> <p>Narrative: <u>This is a recurring, annual expense that is budgeted with the Police operating fund.</u></p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Program revenue</p> <p>Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.</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? • How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? • How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution? • Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? 	

Council Subcommittee Review

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

Worksheet
Extended Price Analysis

Reference Number	Description	Type	UOM	Quantity	Extended Estimate	chris@dooleyenterprises.com	International Cartridge Corporation	San Diego Police Equipment Co Inc	Lawmen Supply Company of New Jersey	Average
Bid Price Ratio						100%	97%	36%		32%
Total Extended						\$3,044.00	\$3,144.68	\$8,549.35		\$9,476.50
.380 Caliber						\$261.00	\$554.75	\$775.62		\$1,555.00
#1	Speer Gold Dot .380	Base Case		1	\$0.00	\$0.00	\$0.00	\$436.10	\$665.00	\$275.28
#2	95 grain FMJ	Base Case		1	\$261.00	\$0.00	\$0.00	\$339.52	\$365.00	\$241.38
#3	.380 ACP Frangible	Base Case		1	\$0.00	\$554.75	\$0.00	\$0.00	\$525.00	\$269.94
.38 Caliber						\$325.00	\$0.00	\$929.65		\$950.00
#1	Speer Gold Dot 38+P 135 grain	Base Case		1	\$0.00	\$0.00	\$0.00	\$514.75	\$525.00	\$259.94
#2	.38 130 grain FMJ	Base Case		1	\$325.00	\$0.00	\$0.00	\$414.90	\$425.00	\$291.23
9mm						\$269.00	\$518.17	\$1,177.14		\$1,174.00
#1	Speer Gold Dot 147 grain	Base Case		1	\$0.00	\$0.00	\$0.00	\$445.12	\$420.00	\$216.28
#2	147 grain FMJ	Base Case		1	\$269.00	\$0.00	\$0.00	\$249.30	\$249.00	\$191.83
#3	100 grain Frangible	Base Case		1	\$0.00	\$518.17	\$0.00	\$482.72	\$505.00	\$376.47
.40 Caliber						\$296.00	\$640.91	\$1,374.92		\$1,358.50
#1	Speer Gold Dot 180 grain	Base Case		1	\$0.00	\$0.00	\$0.00	\$501.10	\$488.00	\$247.28
#2	180 grain FMJ	Base Case		1	\$296.00	\$0.00	\$0.00	\$313.95	\$295.00	\$226.24
#3	125 grain Frangible	Base Case		1	\$0.00	\$640.91	\$0.00	\$559.87	\$575.50	\$444.07
.45 Caliber						\$343.00	\$604.58	\$1,610.00		\$1,563.00
#1	Speer Gold Dot 230 grain	Base Case		1	\$0.00	\$0.00	\$0.00	\$565.10	\$338.00	\$225.78
#2	230 grain FMJ	Base Case		1	\$343.00	\$0.00	\$0.00	\$352.45	\$540.00	\$308.86
#3	155 grain Frangible	Base Case		1	\$0.00	\$604.58	\$0.00	\$692.45	\$685.00	\$495.51
.223 Caliber						\$462.00	\$826.27	\$1,095.39		\$1,147.00
#1	Speer Gold Dot 62 grain	Base Case		1	\$0.00	\$0.00	\$0.00	\$342.62	\$334.00	\$169.16
#2	55 grain FMJ	Base Case		1	\$462.00	\$0.00	\$0.00	\$271.23	\$288.00	\$255.31
#3	42 grain Frangible	Base Case		1	\$0.00	\$826.27	\$0.00	\$481.54	\$525.00	\$458.20
.308 Caliber						\$0.00	\$0.00	\$1,067.38		\$676.00
#1	Federal 168 grain Tactical Tip Matchking	Base Case		1	\$0.00	\$0.00	\$0.00	\$641.20	\$274.00	\$228.80
#2	Federal 168 grain Tactical Bonded Tip	Base Case		1	\$0.00	\$0.00	\$0.00	\$426.18	\$402.00	\$207.05
12 gauge						\$1,088.00	\$0.00	\$519.25		\$705.00
#1	Federal controlled flight 00 Buck	Base Case		1	\$0.00	\$0.00	\$0.00	\$217.20	\$420.00	\$159.30
#2	71.2 shot	Base Case		1	\$360.00	\$0.00	\$0.00	\$89.95	\$90.00	\$134.99
#3	1 ounce slugs	Base Case		1	\$728.00	\$0.00	\$0.00	\$212.10	\$195.00	\$283.78
FX Marking						\$0.00	\$0.00	\$0.00		\$0.00
#1	.38 Simunition Training Ammo	Base Case		1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Cartridges						\$0.00	\$0.00	\$0.00		\$348.00
#1	Speer 9mm Force on Force	Base Case		1	\$0.00	\$0.00	\$0.00	\$0.00	\$348.00	\$87.00



CITY - PURCHASING
 808 W. Spokane Falls Blvd.
 Spokane, Washington 99201-3316
 (509) 625-6400
 FAX (509) 625-6413

REQUEST FOR QUOTES

<p><u>QUOTE NUMBER:</u> RFQ 6228-24</p> <p><u>QUOTE TITLE:</u> Police Ammunition</p> <p><u>QUOTE COORDINATOR:</u> Michelle Loucks, Police Purchasing</p> <p><u>QUESTION DEADLINE:</u> September 9, 2024 2:00pm</p> <p>Note: City of Spokane is hereinafter referred to as "<u>City</u>"</p>	<p><u>QUOTE DUE DATE:</u> September 13, 2024 3:00pm</p> <p><u>QUOTE SUBMITTAL:</u> All Quotes shall be <u>submitted electronically</u> through the ProcureWare online procurement system portal: https://spokane.procureware.com before the due date and time.</p>
--	--

BIDDER INFORMATION

QUOTE SUBMITTED BY: COMPANY _____ **CONTACT NAME** _____

MAILING ADDRESS _____

PHYSICAL ADDRESS IF DIFFERENT _____

PHONE NUMBER _____ **E-MAIL ADDRESS** _____

SIGNATURE: _____

Signature here will confirm compliance with all instructions, terms, and conditions of this Request for Quote and agreement to supply product at pricing, terms and conditions offered.

DESCRIPTION: The City of Spokane Police Department is requesting quotes for Duty, Training and Frangible ammunition.

Delivery time is a consideration in award. Delivery time after receipt of order: _____

All Freight/Delivery charges are the responsibility of the winning vendor and included in unit price. F.O.B. Delivery Point: City of Spokane Police Department, 2302 N Waterworks St, Spokane, WA 99212.

PAYMENT BY CREDIT CARD: Vendor will accept credit card YES NO. If so, state any additional charge or discount for credit card payments. _____.

ADDITIONAL ITEMS: The City reserves the right to purchase additional quantities of these items at the quoted price. Vendor agrees to sell at the same price, terms, and conditions. If yes, prices are good until further written notice. YES NO

FEDERAL FUNDING: This project may be funded by federal grant monies. Firms are warned to take into consideration applicable federal requirements in making their Quote. Funding may come from Department of Justice Grants, Justice Assistance Grants, or other Federal Grants.

BUSINESS REGISTRATION REQUIREMENT: Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and currently being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The Firm shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Firm does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination.

CITY OF SPOKANE BUSINESS REGISTRATION NUMBER: _____

ORIGINAL PRODUCT/EQUIPMENT MANUFACTURER: State name(s) and address(s) of Original Equipment Manufacturer (OEM) and distributors (if applicable) to be used in the production and delivery of your product.

NAME	ADDRESS	ZIP

MINORITY BUSINESS ENTERPRISE: Vendor (is ____, is not ____) a Minority Business Enterprise. A Minority Business Enterprise is defined as a "business, privately or publicly owned, at least 51% of which is owned by minority group members." For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women. The City actively solicits the participation of certified minority business enterprises in the bidding of any and all goods or services.

SMALL BUSINESS: Vendor (is ____, is not ____) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration).

PCB QUESTIONNAIRE: In accordance with SMC 7.06.172(A), the Bidder certifies that the products bid and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCB's). Moreover and consistent with SMC 7.06.172(B), the City, at its sole discretion, may require (at no cost to the City) the apparent successful bidder to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.

	Yes	No	Don't Know
As far as you know has this type product been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?			
If so were PCBs found at a measureable level?			
As far as you know has this actual product been tested for PCBs by a WA State accredited lab using EPA Method 1668 (or equivalent as updated)?			
If so attach the results or note from whom the results can be obtained.			

Do you have reason to believe the product contains measureable levels of PCBs?			
Do you have reason to believe the product packaging contains measureable levels of PCBs?			

MINIMUM SPECIFICATIONS: The following are the minimum acceptable specifications. The City will make final determination of product meeting minimum specifications.

Brand names and numbers, when used, are for the purpose of indicating the desired quality, performance or use. Vendors may offer other brands of comparable or better quality, performance and use. The City will make final determination of product meeting minimum specifications. The City may request a sample at no charge for testing and evaluation. Samples, if requested, can be picked up/shipped back at Vendor’s cost after evaluation.

Acknowledge each specification shown by initialing in column A if product quoted is exactly as identified or by initialing in Column B if item quoted is an equal or alternate. **NOTE:** All equals/alternates require explanation. (Use additional paper if needed)

MINIMUM SPECIFICATIONS CALLED FOR: ALL duty ammo <u>must</u> be Speer Gold Dot <u>only</u>; Practice ammo can be Winchester or Federal <u>only</u>; Frangible ammo <u>must</u> be Federal <u>only</u>.			TO BE SUPPLIED	EXCEPTIONS
.380 Caliber	Speer Gold Dot .380	Duty Ammo		
.380 Caliber	95 grain FMJ	Practice Ammo		
.380 Caliber	.380 ACP Frangible			
.38 Caliber	Speer Gold Dot 38+P 135 grain	Duty Ammo		
.38 Caliber	.38 130 grain FMJ	Practice Ammo		
9mm Caliber	Speer Gold Dot 147 grain	Duty Ammo		
9mm Caliber	147 grain FMJ	Practice Ammo		
9mm Caliber	100 grain Frangible			
.40 Caliber	Speer Gold Dot 180 grain	Duty Ammo		
.40 Caliber	180 grain FMJ	Practice Ammo		
.40 Caliber	125 grain Frangible			
.45 Caliber	Speer Gold Dot 230 grain	Duty Ammo		
.45 Caliber	230 grain FMJ	Practice Ammo		
.45 Caliber	155 grain - Frangible			
.223 Caliber	Speer Gold Dot 62 grain	Duty Ammo		
.223 Caliber	55 grain FMJ	Practice Ammo		
.223 Caliber	42 grain- Frangible			
.308	Federal 168 grain Tactical Tip Matchking			
.308	Federal 168 grain Tactical Bonded Tip			
12 gauge	Federal controlled flight 00Buck			
12 gauge	71.2 shot			
12 gauge	1 ounce slugs			
FX Marking	.38 Simunition Training Ammo Blue			
Cartridges:	Speer 9mm Force on Force Red			

SUBMISSION OF QUOTES

Quotes shall be submitted electronically through the City's online procurement system portal: <https://spokane.procurement.com> before the due date and time. Hard paper, e-mailed or faxed copies will not be accepted. Late Quotes shall not be accepted. **Vendors must register if they have not done so previously and follow the steps below to enter and submit the electronic Proposal:**

1. Click on "Bids" located on the left hand column.
2. Find the applicable project and click the "Project Number".
3. Click on the "Response" tab.
4. In the "Questions" tab, **answer questions and upload required documents** into the bid portal by clicking on "Browse" for each item. Note that only one document can be uploaded per question line item so combine if necessary.
5. Click on the "Pricing" tab and enter pricing as requested. A "Comment" field is available if needed.
6. Once the Questions have been entered, the yellow "Question Response" information message will change from incomplete to complete. Then the "Submit" button will become available.
7. Click the "Submit Bid" button and review the terms and conditions, pop-up window that appears. If you agree to the terms and conditions, click the "I Accept and Submit this Bid" button.
8. If you want to remove your Proposal, click the red "Withdraw Bid" button in the "Response" tab for the applicable Proposal.

TERMS AND CONDITIONS

ACCEPTANCE PERIOD: Quotes must provide sixty (60) days for acceptance by the City from the due date for receipt of Quotes.

EVALUATION OF QUOTES: Evaluation shall be based upon the following criteria, where applicable: A. The price, including sales tax and the effect of discounts. Price may be determined by life cycle costing or total cost quoting, when advantageous to the City. B. The quality of the items quoted, their conformity to specifications and the purpose for which they are required. C. The Bidder's ability to provide prompt and efficient service and/or delivery. D. The character, integrity, reputation, judgment, experience and efficiency of the Bidder. E. The quality of performance of previous contracts or services. F. The previous and existing compliance by the Bidder with the laws relating to the contract or services. G. Uniformity or interchangeability. H. The energy efficiency of the product throughout its life. J. Any other information having a bearing on the decision to award the contract.

QUOTING ERRORS: Unit pricing will prevail in the circumstance of unit and extension pricing discrepancies. If a Bidder claims error and requests to be relieved of award, the City will review and if convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Bidder may be relieved of Bidder's Quote.

ACCEPT/REJECT QUOTES: The City reserves the right to accept or reject any or all Quotes; to waive variance from the published specifications, to waive any informality in Quotes received, whenever it is in the City's best interest, and to accept or reject all or part of this Quote at prices shown. The City reserves the right to award the Quote in a manner that is most advantageous to the continued efficient operation of the City. Bidder should be aware that Quotes may be rejected if all questions are not completely and correctly answered.

AWARD OF CONTRACT: Award of contract or purchase, when made, will be to the Bidder whose Quote is the most favorable to the City, taking into consideration price and the other evaluation factors.

INTERLOCAL AND STATE CONTRACTS WHERE APPLICABLE WILL BE CONSIDERED AS A QUOTE. Any order resulting from award will be submitted by Purchasing. Unsuccessful Bidders will not automatically be notified of Quote results.

SALES TAX: The City is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Therefore, all quotes shall be tabulated with the applicable sales tax rate whether that tax will be charged through the supplier or paid by the City as use tax.

DELIVERY DEFAULT: The acceptance of late performance by the City shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligations remaining to be performed by Vendor. When items ordered are not delivered within the terms and time frame established by the contract, City may procure comparable units from another source and Vendor will be required to pay any differences in cost.

PAYMENT TERMS: Payment shall be made via direct deposit/ACH (except as provided by state law) according to net30 terms after receipt of the goods/services ordered. A completed ACH application is required before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the Vendor and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediately make every effort to settle the disputed amount.

NON-COLLUSION: The Bidder certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this Request for Quote.

INTERLOCAL PURCHASE AGREEMENTS: The City has entered into Interlocal Purchase Agreements with other public agencies pursuant to RCW 39.34. In submitting a response the Vendor agrees to sell additional items at the quoted price, terms and conditions to the City and other public agencies contingent upon the seller's review and approval at the time of a requested sale. Any price de-escalation/escalation provisions of this Quote shall apply in the case of a sale of additional items. Seller's right to refuse to sell additional items at the time of request shall be absolute.

TITLE: The Vendor warrants that the items to be furnished are free and clear of all liens and encumbrances and that the Vendor has good and marketable title to same.

PATENTS, TRADEMARKS AND COPYRIGHTS: The Vendor warrants the items to be furnished do not infringe any patent, registered trademark or copyright, and agrees to hold City harmless in the event of any infringement or claim thereof.

COMPLIANCE WITH LAWS: The Vendor shall comply with all applicable federal, state and local laws, rules, and regulations, affecting its performance and hold the City harmless against any claims arising from the violation thereof. It shall be the Vendor's responsibility to conform to and satisfy all State and Federal Laws and Standards for certification.

CONTRACT DISPUTES: Any contract agreement shall be performed under the laws of the State of Washington. Any litigation to enforce such agreement or any of its provisions shall be brought in Spokane County, Washington. If Vendor is adjudged to be in default, he/she shall pay to the City all costs and expenses, expended or incurred by the City in connection therewith, and reasonable attorney's fees.

RISK OF LOSS: Regardless of F.O.B. point, Vendor agrees to bear all risks of loss, injury or destruction of items ordered herein which occur prior to delivery; such loss, injury or destruction shall not release Vendor from any obligation hereunder.

WARRANTIES: Vendor shall furnish standard warranty as well as any other warranty required in the Quote specifications. The Vendor warrants that the items furnished will conform to its description and any applicable specifications, shall be of good merchantable quality and fit for the known purpose for which sold. This warranty is in addition to any standard warranty or service guarantee by Vendor to the City.

UNIFORM COMMERCIAL CODE: The Uniform Commercial Code (UCC), as effective in Washington State, RCW Title 62A, shall determine the rights and duties of the Vendor and the City.

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 Vendor 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 Vendor.

ANTI-KICKBACK: No officer or employee of the City, 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.

SAVE HARMLESS: Vendor shall protect, indemnify and save the City harmless from and against any damage, cost or liability for any injuries to persons or property arising from acts or omissions of Vendor, his employees, agents or sub-contractors, howsoever caused.

REJECTION: All items purchased herein are subject to approval by the City. Any rejection of items resulting because of non-conformity to the terms or specifications of this order whether held by the City or returned, will be at the Vendor's risk and expense.



Agenda Sheet for City Council:

Committee: Public Safety **Date:** 10/07/2024

Committee Agenda type: Consent

Date Rec'd 10/7/2024

Clerk's File # OPR 2024-0887

Cross Ref #

Project #

Council Meeting Date: 10/21/2024

Submitting Dept	FIRE	Bid #	RFP #6161-24
------------------------	------	--------------	--------------

Contact Name/Phone	LANCE DAHL (509)625-7005	Requisition #	MASTER
---------------------------	--------------------------	----------------------	--------

Contact E-Mail	IDAHL@SPOKANECITY.ORG		
-----------------------	-----------------------	--	--

Agenda Item Type	Contract Item		
-------------------------	---------------	--	--

Council Sponsor(s)	PDILLON MCATHCART LNAVARRETE		
---------------------------	------------------------------	--	--

Agenda Item Name	1970 ON-CALL MASTER AGREEMENTS FOR WILDLAND FUELS REDUCTION-		
-------------------------	--	--	--

Agenda Wording

Spokane Fire would like to use a portion of the Community Wildfire Defense Grant by entering into four (4) two-year contracts with multiple contractors to perform hazardous fuel reduction work on city-owned or managed land.

Summary (Background)

Spokane Fire was awarded and accepted the Community Wildfire Defense Grant (ORD C36493) from the Dept of Natural Resources to reduce wildfire risk within the City. The department would like to use a portion of this grant by entering into four (4) two-year contracts with multiple contractors that will perform work on an as requested/task order basis. The American Forest Management contract will be awarded with an annual amount not to exceed \$300,000.

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 300,000

Current Year Cost \$ 150,000

Subsequent Year(s) Cost \$ 150,000

Narrative

The original grant was awarded for \$1,878,000 with a 25% match required over 5 years. The Grant was modified in 2023 to include in-kind work as part of the 25% match. These funds will be used towards the 25% match requirement.

Amount

Budget Account

Expense	\$ 300,000	# 1440-93546-22200-54201-99999
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	REDING, RYAN
<u>Division Director</u>	O'BERG, JULIE
<u>Accounting Manager</u>	SCHMITT, KEVIN
<u>Legal</u>	HARRINGTON,
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>PS EXEC REVIEW</u>	NECHANICKY, JASON
<u>ACCOUNTING -</u>	YATES, MAGGIE
<u>PURCHASING</u>	MURRAY, MICHELLE

Distribution List

Brian Vrablick Brian.Vrablick@afmforest.com	Lance Dahl idahl@spokanecity.org
Nick Jeffries njeffries@spokanecity.org	Kevin Schmitt kschmitt@spokanecity.org
Fire Accounting fireaccounting@spokanecity.org	Sue Raymon sraymon@spokanecity.org

Council Briefing Paper

Public Safety & Community Health Committee

Committee Date	October 7 th , 2024
Submitting Department	Fire
Contact Name	Deputy Chief Lance Dahl
Contact Email & Phone	idahl@spokanecity.org
Council Sponsor(s)	CMs Dillion, Cathcart, Navarrete
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	On-Call Master Agreements for wildland fuels reduction
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 of Spokane Fire Department was awarded and accepted the Community Wildfire Defense Grant (ORD C36493) from the Department of Natural Resources to reduce wildfire risk within the City. The department would like to use a portion of this grant by entering into four (4) two-year contracts with multiple contractors that will perform work on an as requested/task order basis. Contracts will be awarded with an annual amount not to exceed:</p> <ul style="list-style-type: none"> • American Forest Management – \$300,000 • American Fire Fighter Co. – \$150,000 • Patriot Land Management – \$200,000 • Majestic View Forestry - \$200,000 <p>These contracts are to perform hazardous fuel reduction work on city-owned or managed land. These contracts will be paid from the CWDG Grant or directly from DNR funds and will be noted in the task orders for each job.</p> <p>Contractors were selected via RFP #6161-24.</p>
Fiscal Impact	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$1,700,000</u> Current year cost: \$850,000 Subsequent year(s) cost: \$850,000	
Narrative: <u>Original grant award in the amount of \$1,878,000 with a 25% match required (\$375,000) over a grant period of 5 years. The City has partnered with external partners and has commitments from Avista Utilities (\$125,000 over 5 years) and Conservation Futures (\$50,000). Furthermore, Spokane Parks & Rec has committed \$50,000 for years 2024 & 2025. The Grant was modified in 2023 to include in-kind work as part of the 25% match. These funds will be used towards the \$25% match requirement. Spokane Fire will not spend 100% of awarded amounts and contracts will be available for use by other City departments.</u>	
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? 5-year grant with Dept. of Natural Resources	
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.) .)	

The match requirements for the first two years will be paid by Avista Utilities and Spokane Parks & Rec. Years 3-5 match to be paid by SFD unless the match is otherwise waived. Matching funds will also come from in-kind work with our DNR partnership.

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

- What impacts would the proposal have on historically excluded communities?

Spokane City Fire Department resides in Spokane County. Spokane County has been classified as a low-income county within the State of Washington. The median household income in Spokane County is \$1,504.00 lower than 80% of Washington's median household income, which is \$61,605.00.

The northeast quarter of the City's jurisdiction has several hundred acres of unmanaged and overstocked forests. The adjacent low-income homes would greatly benefit from the treatment for either social or economic reasons. Some of the work will take place in areas identified as disadvantaged, according to the White House Council on Environmental Quality Climate and Economic Justice Screening Tool (CEJST). In addition, this area is identified on the Washington State Environmental Health Disparities map as a 10 ñ the highest level of environmental disparities. It includes a significant number of diverse and sensitive populations.

(Source: Council on Environmental Quality. (2022). Climate and Economic Justice Screening Tool, version 1.0. As reported by the CWDG Data Tool, <https://wildfirerisk.org/cwdg-tool/53063>)

- 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?

Successful implementation of these funds will be shown by fuels reduction contracts completed and fuels mitigated on the city's properties. Global Information Systems (GIS) will track what acres that are accomplished and where the treatments have been completed. A close partnership will be kept with the Washington Department of Natural Resources for the purposes of tracking, collaborative work and other funding opportunities for the city and or private lands adjacent to.

- 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 aligns with sustaining a healthy wildland-urban interface using best forest health practices. It will also help ensure lower-intensity fires in these treated areas.

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
FIRE DEPARTMENT

PURCHASED SERVICE CONTRACT

Title: **FIRE FUEL REDUCTION**

This Contract is made and entered into by and between the **CITY OF SPOKANE FIRE DEPARTMENT** as ("City"), a Washington municipal corporation, and **AMERICAN FOREST MANAGEMENT**, whose address is 6501 North Cedar Road, Suite E, Spokane, Washington 99208 as ("Contractor"), individually hereafter referenced as a "Party", and together as the "Parties".

The parties agree as follows:

1. PERFORMANCE/SCOPE OF WORK.

The Contractor will do all work, furnish all labor, materials, tools, 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 Fire Fuel Reduction, RFP 6161-24, and Contractor's Response to RFP which is attached as Exhibit B. In the event of a conflict or discrepancy in the Contract documents, this City Purchased Service Contract controls.

2. TERM OF CONTRACT.

The term of this Contract begins on October 1, 2024, and shall run through December 1, 2026, unless amended by written agreement or terminated earlier under the provisions.

3. 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.

4. COMPENSATION / PAYMENT.

Total compensation for Contractor's services under this Contract shall not exceed **THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00)**, excluding sales tax if applicable, in accordance with Contractor's Cost Proposal as set forth in Exhibit B, 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 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.

The Contractor shall submit its applications for payment to Spokane Fire Department, Administration Office, 44 West Riverside Avenue, Spokane, Washington, 99201. Payment will be made via direct deposit/ACH within thirty (30) days after receipt of the 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 reasonable effort to settle the disputed amount.

5. 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 RCW 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 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 \$2,000,000 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; 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 Contract, the Contractor shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Contract. **The certificate shall specify the City of Spokane as "Additional Insured"** specifically for Contractor's services under this Contract, 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.

6. 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 Contract, 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 Contract.

7. 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.

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 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.

9. 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.

10. 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.

11. AUDIT.

The Contractor and its sub-contractor 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 sub-contractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this

provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.

12. 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.

13. STANDARD OF PERFORMANCE.

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

14. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

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

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

15. ANTI KICK-BACK.

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this 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.

16. MISCELLANEOUS PROVISIONS.

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

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. Without limiting the generality of this paragraph, the Contractor shall comply with the requirements of this Section.

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 or 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 Contract:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire Contract 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.

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.

AMERICAN FOREST MANAGEMENT

CITY OF SPOKANE FIRE DEPARTMENT

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract:

Exhibit A – Certification Regarding Debarment

Exhibit B - Contractor's Response to RFP

24-191a

**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 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

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 10/07/2024**Committee Agenda type:** Consent**Date Rec'd**

10/7/2024

Clerk's File #

OPR 2024-0888

Cross Ref #**Project #****Council Meeting Date:** 10/21/2024**Submitting Dept**

FIRE

Bid #

RFP #6161-24

Contact Name/Phone

LANCE DAHL (509)65-7005

Requisition #

MASTER

Contact E-Mail

IDAHL@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

PDILLON MCATHCART LNAVARRETE

Agenda Item Name

1970 ON-CALL MASTER AGREEMENTS FOR WILDLAND FUELS REDUCTION-

Agenda Wording

Spokane Fire would like to use a portion of the Community Wildfire Defense Grant by entering into four (4) two-year contracts with multiple contractors to perform hazardous fuel reduction work on city-owned or managed land.

Summary (Background)

Spokane Fire was awarded and accepted the Community Wildfire Defense Grant (ORD C36493) from the Dept of Natural Resources to reduce wildfire risk within the City. The department would like to use a portion of this grant by entering into four (4) two-year contracts with multiple contractors that will perform work on an as requested/task order basis. The Patriot Land Management contract will be awarded with an annual amount not to exceed \$200,000.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 200,000

Current Year Cost \$ 100,000

Subsequent Year(s) Cost \$ 100,000

Narrative

The original grant was awarded for \$1,878,000 with a 25% match required over 5 years. The Grant was modified in 2023 to include in-kind work as part of the 25% match. These funds will be used towards the 25% match requirement.

Amount**Budget Account**

Expense \$ 200,000

1440-93546-22200-54201-99999

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	REDING, RYAN
<u>Division Director</u>	O'BERG, JULIE
<u>Accounting Manager</u>	SCHMITT, KEVIN
<u>Legal</u>	HARRINGTON,
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>PS EXEC REVIEW</u>	MCDANIEL, ADAM
<u>PURCHASING</u>	PRINCE, THEA
<u>ACCOUNTING -</u>	MURRAY, MICHELLE

Distribution List

Kelly Long kelly.long@patriotlandmanagement.com	Lance Dahl idahl@spokanecity.org
Nick Jeffries njeffries@spokanecity.org	Kevin Schmitt kschmitt@spokanecity.org
Fire Accounting fireaccounting@spokanecity.org	Sue Raymon sraymon@spokanecity.org
Thea Prince tprince@spokanecity.org	

Council Briefing Paper

Public Safety & Community Health Committee

Committee Date	October 7 th , 2024
Submitting Department	Fire
Contact Name	Deputy Chief Lance Dahl
Contact Email & Phone	idahl@spokanecity.org
Council Sponsor(s)	CMs Dillion, Cathcart, Navarrete
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	On-Call Master Agreements for wildland fuels reduction
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 of Spokane Fire Department was awarded and accepted the Community Wildfire Defense Grant (ORD C36493) from the Department of Natural Resources to reduce wildfire risk within the City. The department would like to use a portion of this grant by entering into four (4) two-year contracts with multiple contractors that will perform work on an as requested/task order basis. Contracts will be awarded with an annual amount not to exceed:</p> <ul style="list-style-type: none"> • American Forest Management – \$300,000 • American Fire Fighter Co. – \$150,000 • Patriot Land Management – \$200,000 • Majestic View Forestry - \$200,000 <p>These contracts are to perform hazardous fuel reduction work on city-owned or managed land. These contracts will be paid from the CWDG Grant or directly from DNR funds and will be noted in the task orders for each job.</p> <p>Contractors were selected via RFP #6161-24.</p>
Fiscal Impact Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$1,700,000</u> Current year cost: \$850,000 Subsequent year(s) cost: \$850,000 Narrative: <u>Original grant award in the amount of \$1,878,000 with a 25% match required (\$375,000) over a grant period of 5 years. The City has partnered with external partners and has commitments from Avista Utilities (\$125,000 over 5 years) and Conservation Futures (\$50,000). Furthermore, Spokane Parks & Rec has committed \$50,000 for years 2024 & 2025. The Grant was modified in 2023 to include in-kind work as part of the 25% match. These funds will be used towards the \$25% match requirement. Spokane Fire will not spend 100% of awarded amounts and contracts will be available for use by other City departments.</u> 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? 5-year grant with Dept. of Natural Resources 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.) .)	

The match requirements for the first two years will be paid by Avista Utilities and Spokane Parks & Rec. Years 3-5 match to be paid by SFD unless the match is otherwise waived. Matching funds will also come from in-kind work with our DNR partnership.

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

- What impacts would the proposal have on historically excluded communities?

Spokane City Fire Department resides in Spokane County. Spokane County has been classified as a low-income county within the State of Washington. The median household income in Spokane County is \$1,504.00 lower than 80% of Washington's median household income, which is \$61,605.00.

The northeast quarter of the City's jurisdiction has several hundred acres of unmanaged and overstocked forests. The adjacent low-income homes would greatly benefit from the treatment for either social or economic reasons. Some of the work will take place in areas identified as disadvantaged, according to the White House Council on Environmental Quality Climate and Economic Justice Screening Tool (CEJST). In addition, this area is identified on the Washington State Environmental Health Disparities map as a 10 ñ the highest level of environmental disparities. It includes a significant number of diverse and sensitive populations.

(Source: Council on Environmental Quality. (2022). Climate and Economic Justice Screening Tool, version 1.0. As reported by the CWDG Data Tool, <https://wildfirerisk.org/cwdg-tool/53063>)

- 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?

Successful implementation of these funds will be shown by fuels reduction contracts completed and fuels mitigated on the city's properties. Global Information Systems (GIS) will track what acres that are accomplished and where the treatments have been completed. A close partnership will be kept with the Washington Department of Natural Resources for the purposes of tracking, collaborative work and other funding opportunities for the city and or private lands adjacent to.

- 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 aligns with sustaining a healthy wildland-urban interface using best forest health practices. It will also help ensure lower-intensity fires in these treated areas.

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
FIRE DEPARTMENT

PURCHASED SERVICE CONTRACT

Title: **FIRE FUEL REDUCTION**

This Contract is made and entered into by and between the **CITY OF SPOKANE FIRE DEPARTMENT** as (“City”), a Washington municipal corporation, and **PATRIOT LAND MANAGEMENT, LLC**, whose address is 18120 North Delores Road, Colbert, Washington 99005 as (“Contractor”), individually hereafter referenced as a “Party”, and together as the “Parties”.

The parties agree as follows:

1. PERFORMANCE/SCOPE OF WORK.

The Contractor will do all work, furnish all labor, materials, tools, 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 Fire Fuel Reduction, RFP 6161-24, and Contractor’s Response to RFP which is attached as Exhibit B. In the event of a conflict or discrepancy in the Contract documents, this City Purchased Service Contract controls.

2. TERM OF CONTRACT.

The term of this Contract begins on October 1, 2024, and shall run through December 1, 2026, unless amended by written agreement or terminated earlier under the provisions.

3. 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.

4. COMPENSATION / PAYMENT.

Total compensation for Contractor’s services under this Contract shall not exceed **TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00)**, excluding sales tax if applicable, in accordance with Contractor’s Cost Proposal as set forth in Exhibit B, 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 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.

The Contractor shall submit its applications for payment to Spokane Fire Department, Administration Office, 44 West Riverside Avenue, Spokane, Washington, 99201. Payment will be made via direct deposit/ACH within thirty (30) days after receipt of the 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 reasonable effort to settle the disputed amount.

5. 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 RCW 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 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 \$2,000,000 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; 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 Contract, the Contractor shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Contract. **The certificate shall specify the City of Spokane as "Additional Insured"** specifically for Contractor's services under this Contract, 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.

6. 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 Contract, 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 Contract.

7. 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.

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 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.

9. 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.

10. 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.

11. AUDIT.

The Contractor and its sub-contractor 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 sub-contractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this

provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.

12. 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.

13. STANDARD OF PERFORMANCE.

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

14. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

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

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

15. ANTI KICK-BACK.

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this 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.

16. MISCELLANEOUS PROVISIONS.

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

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. Without limiting the generality of this paragraph, the Contractor shall comply with the requirements of this Section.

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 Contract:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire Contract 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.

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.

PATRIOT LAND MANAGEMENT, LLC

CITY OF SPOKANE FIRE DEPARTMENT

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract:

Exhibit A – Certification Regarding Debarment

Exhibit B - Contractor's Response to RFP

24-193a

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

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

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

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

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

EXHIBIT B



Agenda Sheet for City Council:

Committee: Public Safety **Date:** 10/07/2024

Committee Agenda type: Consent

Date Rec'd 10/7/2024

Clerk's File # OPR 2024-0889

Cross Ref #

Project #

Council Meeting Date: 10/21/2024

Submitting Dept	FIRE	Bid #	RFP#6161-24
------------------------	------	--------------	-------------

Contact Name/Phone	LANCE DAHL (509)625-7005	Requisition #	
---------------------------	--------------------------	----------------------	--

Contact E-Mail	IDAHL@SPOKANECITY.ORG		
-----------------------	-----------------------	--	--

Agenda Item Type	Contract Item		
-------------------------	---------------	--	--

Council Sponsor(s)	PDILLON MCATHCART LNAVARRETE		
---------------------------	------------------------------	--	--

Agenda Item Name	1970 ON-CALL MASTER AGREEMENT FOR WILDLAND FUELS REDUCTION -		
-------------------------	--	--	--

Agenda Wording

Spokane Fire would like to use a portion of the Community Wildfire Defense Grant by entering into four (4) two-year contracts with multiple contractors to perform hazardous fuel reduction work on city-owned or managed land.

Summary (Background)

Spokane Fire was awarded and accepted the Community Wildfire Defense Grant (ORD C36493) from the Dept of Natural Resources to reduce wildfire risk within the City. The department would like to use a portion of this grant by entering into four (4) two-year contracts with multiple contractors that will perform work on an as requested/task order basis. The American Fire Fighter Co. contract will be awarded with an annual amount not to exceed \$150,000.

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 75,000

Current Year Cost \$ 75,000

Subsequent Year(s) Cost \$ 75,000

Narrative

The original grant was awarded for \$1,878,000 with a 25% match required over 5 years. The Grant was modified in 2023 to include in-kind work as part of the 25% match. These funds will be used towards the 25% match requirement.

Amount

Budget Account

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



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	NEIWERT, DARIN D.
<u>Division Director</u>	O'BERG, JULIE
<u>Accounting Manager</u>	SCHMITT, KEVIN
<u>Legal</u>	SCHOEDEL, ELIZABETH
<u>For the Mayor</u>	JONES, GARRETT

Additional Approvals

<u>PS EXEC REVIEW</u>	YATES, MAGGIE
<u>PURCHASING</u>	PRINCE, THEA
<u>ACCOUNTING -</u>	MURRAY, MICHELLE

Distribution List

Kayla Cartelli admin@americanfirecache.com	Lance Dahl idahl@spokanecity.org
Nick Jeffries njeffries@spokanecity.org	Kevin Schmitt kschmitt@spokanecity.org
Fire Accounting fireaccounting@spokanecity.org	Sue Raymon sraymon@spokanecity.org
Thea Prince tprince@spokanecity.org	

Council Briefing Paper

Public Safety & Community Health Committee

Committee Date	October 7 th , 2024
Submitting Department	Fire
Contact Name	Deputy Chief Lance Dahl
Contact Email & Phone	idahl@spokanecity.org
Council Sponsor(s)	CMs Dillion, Cathcart, Navarrete
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	On-Call Master Agreements for wildland fuels reduction
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 of Spokane Fire Department was awarded and accepted the Community Wildfire Defense Grant (ORD C36493) from the Department of Natural Resources to reduce wildfire risk within the City. The department would like to use a portion of this grant by entering into four (4) two-year contracts with multiple contractors that will perform work on an as requested/task order basis. Contracts will be awarded with an annual amount not to exceed:</p> <ul style="list-style-type: none"> • American Forest Management – \$300,000 • American Fire Fighter Co. – \$150,000 • Patriot Land Management – \$200,000 • Majestic View Forestry - \$200,000 <p>These contracts are to perform hazardous fuel reduction work on city-owned or managed land. These contracts will be paid from the CWDG Grant or directly from DNR funds and will be noted in the task orders for each job.</p> <p>Contractors were selected via RFP #6161-24.</p>
Fiscal Impact Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$1,700,000</u> Current year cost: \$850,000 Subsequent year(s) cost: \$850,000 Narrative: <u>Original grant award in the amount of \$1,878,000 with a 25% match required (\$375,000) over a grant period of 5 years. The City has partnered with external partners and has commitments from Avista Utilities (\$125,000 over 5 years) and Conservation Futures (\$50,000). Furthermore, Spokane Parks & Rec has committed \$50,000 for years 2024 & 2025. The Grant was modified in 2023 to include in-kind work as part of the 25% match. These funds will be used towards the 25% match requirement. Spokane Fire will not spend 100% of awarded amounts and contracts will be available for use by other City departments.</u> 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? 5-year grant with Dept. of Natural Resources 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.)

The match requirements for the first two years will be paid by Avista Utilities and Spokane Parks & Rec. Years 3-5 match to be paid by SFD unless the match is otherwise waived. Matching funds will also come from in-kind work with our DNR partnership.

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

- What impacts would the proposal have on historically excluded communities?

Spokane City Fire Department resides in Spokane County. Spokane County has been classified as a low-income county within the State of Washington. The median household income in Spokane County is \$1,504.00 lower than 80% of Washington's median household income, which is \$61,605.00.

The northeast quarter of the City's jurisdiction has several hundred acres of unmanaged and overstocked forests. The adjacent low-income homes would greatly benefit from the treatment for either social or economic reasons. Some of the work will take place in areas identified as disadvantaged, according to the White House Council on Environmental Quality Climate and Economic Justice Screening Tool (CEJST). In addition, this area is identified on the Washington State Environmental Health Disparities map as a 10 ñ the highest level of environmental disparities. It includes a significant number of diverse and sensitive populations.

(Source: Council on Environmental Quality. (2022). Climate and Economic Justice Screening Tool, version 1.0. As reported by the CWDG Data Tool, <https://wildfirerisk.org/cwdg-tool/53063>)

- 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?

Successful implementation of these funds will be shown by fuels reduction contracts completed and fuels mitigated on the city's properties. Global Information Systems (GIS) will track what acres that are accomplished and where the treatments have been completed. A close partnership will be kept with the Washington Department of Natural Resources for the purposes of tracking, collaborative work and other funding opportunities for the city and or private lands adjacent to.

- 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 aligns with sustaining a healthy wildland-urban interface using best forest health practices. It will also help ensure lower-intensity fires in these treated areas.

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
FIRE DEPARTMENT

PURCHASED SERVICE CONTRACT

Title: **FIRE FUEL REDUCTION**

This Contract is made and entered into by and between the **CITY OF SPOKANE FIRE DEPARTMENT** as (“City”), a Washington municipal corporation, and **AMERICAN FIRE FIGHTER COMPANY**, whose address is 2908 West Fairview Avenue, Spokane, Washington 99205 as (“Contractor”), individually hereafter referenced as a “Party”, and together as the “Parties”.

The parties agree as follows:

1. PERFORMANCE/SCOPE OF WORK.

The Contractor will do all work, furnish all labor, materials, tools, 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 Fire Fuel Reduction, RFP 6161-24, and Contractor’s Response to RFP which is attached as Exhibit B. In the event of a conflict or discrepancy in the Contract documents, this City Purchased Service Contract controls.

2. TERM OF CONTRACT.

The term of this Contract begins on October 1, 2024, and shall run through December 1, 2026, unless amended by written agreement or terminated earlier under the provisions.

3. 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.

4. COMPENSATION / PAYMENT.

Total compensation for Contractor’s services under this Contract shall not exceed **ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00)**, excluding sales tax if applicable, in accordance with Contractor’s Cost Proposal as set forth in Exhibit B, 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 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.

The Contractor shall submit its applications for payment to Spokane Fire Department, Administration Office, 44 West Riverside Avenue, Spokane, Washington, 99201. Payment will be made via direct deposit/ACH within thirty (30) days after receipt of the 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 reasonable effort to settle the disputed amount.

5. 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 RCW 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 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 \$2,000,000 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; 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 Contract, the Contractor shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Contract. **The certificate shall specify the City of Spokane as "Additional Insured"** specifically for Contractor's services under this Contract, 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.

6. 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 Contract, 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 Contract.

7. 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.

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 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.

9. 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.

10. 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.

11. AUDIT.

The Contractor and its sub-contractor 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 sub-contractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this

provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.

12. 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.

13. STANDARD OF PERFORMANCE.

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

14. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

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

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

15. ANTI KICK-BACK.

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this 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.

16. MISCELLANEOUS PROVISIONS.

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

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. Without limiting the generality of this paragraph, the Contractor shall comply with the requirements of this Section.

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 Contract:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire Contract 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.

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.

AMERICAN FIRE FIGHTER COMPANY

CITY OF SPOKANE FIRE DEPARTMENT

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract:

Exhibit A – Certification Regarding Debarment

Exhibit B - Contractor's Response to RFP

24-192a

**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 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



Agenda Sheet for City Council:

Committee: Public Safety **Date:** 10/07/2024

Committee Agenda type: Consent

Date Rec'd 10/7/2024

Clerk's File # OPR 2024-0890

Cross Ref #

Project #

Council Meeting Date: 10/21/2024

Submitting Dept	FIRE	Bid #	
------------------------	------	--------------	--

Contact Name/Phone	LANCE DAHL (509)625-7005	Requisition #	CR 26759
---------------------------	--------------------------	----------------------	----------

Contact E-Mail	IDAHL@SPOKANECITY.ORG		
-----------------------	-----------------------	--	--

Agenda Item Type	Contract Item		
-------------------------	---------------	--	--

Council Sponsor(s)	PDILLON MCATHCART LNAVARRETE		
---------------------------	------------------------------	--	--

Agenda Item Name	1970 - BRUSH AND FUELS SERVICE AGREEMENT WITH DEPARTMENT OF		
-------------------------	---	--	--

Agenda Wording

Agreement to provide Washington Conservation Corps members to complete environmental or disaster services projects, pursuant to Chapter 43.220 of the Revised Code of Washington.

Summary (Background)

Spokane Fire was awarded and accepted the Community Wildfire Defense Grant (ORD C36493) from the Department of Natural Resources to reduce wildfire risk within the City. That grant has a five-year period of performance and a total award amount of \$1,878,000. This agreement between the City and WA State Department of Ecology would provide Washington Conservation Corp resources to be deployed and utilized throughout the City to assist with hazardous fuel reduction on city-owned or managed land.

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost	\$ 54,015
------------	-----------

Current Year Cost	\$ 54,015
-------------------	-----------

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

Narrative

Original grant award of \$1,878,000 with a 25% match required (\$375,000) over 5 years. The City has commitments from Avista Utilities (\$125,000 over 5 years) and Conservation Futures (\$50,000). Spokane Parks & Rec has committed \$50,000 for 2024 & 2025.

Amount

Budget Account

Expense	\$ 54,015	# 1440-93546-22200-54201-99999
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	REDING, RYAN
<u>Division Director</u>	O'BERG, JULIE
<u>Accounting Manager</u>	SCHMITT, KEVIN
<u>Legal</u>	HARRINGTON,
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>PS EXEC REVIEW</u>	YATES, MAGGIE
<u>ACCOUNTING -</u>	MURRAY, MICHELLE
<u>PURCHASING</u>	PRINCE, THEA

Distribution List

Josiah Downey jdow461@ecy.wa.gov (signer)	Lance Dahl idahl@spokanecity.org
Kevin Schmitt kschmitt@spokanecity.org	Nick Jeffries njeffries@spokanecity.org
Fire Accounting fireaccounting@spokanecity.org	Sue Raymon sraymon@spokanecity.org
TPRINCE@SPOKANECITY.ORG	

Council Briefing Paper

Public Safety & Community Health Committee

Committee Date	October 7 th , 2024
Submitting Department	Fire
Contact Name	Deputy Chief Lance Dahl
Contact Email & Phone	idahl@spokanecity.org
Council Sponsor(s)	CMs Dillion, Cathcart, Navarrete
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Brush and Fuels Service Agreement w/ Dept. of Ecology
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 of Spokane Fire Department was awarded and accepted the Community Wildfire Defense Grant (ORD C36493) from the Department of Natural Resources to reduce wildfire risk within the City. That grant has a five-year period of performance and a total award amount of \$1,878,000.</p> <p>Given the scope of the work to be done and the timeline, the department would like to partner with multiple agencies and/or contractors to increase work crew availability.</p> <p>This agreement between the City and WA State Department of Ecology would provide Washington Conservation Corp resources to be deployed and utilized throughout the City to assist with hazardous fuel reduction on city-owned or managed land.</p>
Fiscal Impact Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$54,015</u> Current year cost: \$54,015 Subsequent year(s) cost: \$0	
Narrative: <u>Original grant award in the amount of \$1,878,000 with a 25% match required (\$375,000) over a grant period of 5 years. The City has partnered with external partners and has commitments from Avista Utilities (\$125,000 over 5 years) and Conservation Futures (\$50,000). Furthermore, Spokane Parks & Rec has committed \$50,000 for years 2024 & 2025. The Grant was modified in 2023 to include in-kind work as part of the 25% match. These funds will be used towards the \$25% match requirement.</u>	
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? 5-year grant with Dept. of Natural Resources	
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.) .) The match requirements for the first two years will be paid by Avista Utilities and Spokane Parks & Rec. Years 3-5 match to be paid by SFD unless the match is otherwise waived. Matching funds will also come from in-kind work with our DNR partnership.	
Operations Impacts (If N/A, please give a brief description as to why)	

- What impacts would the proposal have on historically excluded communities?

Spokane City Fire Department resides in Spokane County. Spokane County has been classified as a low-income county within the State of Washington. The median household income in Spokane County is \$1,504.00 lower than 80% of Washington's median household income, which is \$61,605.00.

The northeast quarter of the City's jurisdiction has several hundred acres of unmanaged and overstocked forests. The adjacent low-income homes would greatly benefit from the treatment for either social or economic reasons. Some of the work will take place in areas identified as disadvantaged, according to the White House Council on Environmental Quality Climate and Economic Justice Screening Tool (CEJST). In addition, this area is identified on the Washington State Environmental Health Disparities map as a 10 ñ the highest level of environmental disparities. It includes a significant number of diverse and sensitive populations.

(Source: Council on Environmental Quality. (2022). Climate and Economic Justice Screening Tool, version 1.0. As reported by the CWDG Data Tool, <https://wildfirerisk.org/cwdg-tool/53063>)

- 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?

Successful implementation of these funds will be shown by fuels reduction contracts completed and fuels mitigated on the city's properties. Global Information Systems (GIS) will track what acres that are accomplished and where the treatments have been completed. A close partnership will be kept with the Washington Department of Natural Resources for the purposes of tracking, collaborative work and other funding opportunities for the city and or private lands adjacent to.

- 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 aligns with sustaining a healthy wildland-urban interface using best forest health practices. It will also help ensure lower-intensity fires in these treated areas.

Council Subcommittee Review

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



AGREEMENT NO WCC-24016

AGREEMENT BETWEEN

The State of Washington, Department of ECOLOGY
AND

City of Spokane, Spokane Fire Department (SPONSOR)

THIS AGREEMENT is made and entered into by and between the Department of Ecology, hereinafter referred to as "ECOLOGY", and hereinafter referred to as the "SPONSOR."

IT IS THE PURPOSE OF THIS AGREEMENT to provide Washington Conservation Corps (WCC) members to complete environmental or disaster services projects, pursuant to Chapter 43.220 of the Revised Code of Washington.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

Both parties agree to do all things necessary for or incidental to the performance of the work set forth in Appendix "A" attached hereto and incorporated herein.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on 10/1/2024 and be completed on 9/30/2025 unless terminated sooner as provided herein. The WCC Crew and/or WCC Individual Placement corpsmember specified in this agreement will be available to SPONSOR on the dates set forth on the calendar in Appendix "B" attached hereto and incorporated herein.

COMPENSATION

The parties have determined that the cost of accomplishing the work herein will not exceed \$54,015. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount. Compensation for service(s) shall be based on the following established rates:

Provided by ECOLOGY	Reimbursed to ECOLOGY by Sponsor
WCC Services @ 1385/day	\$54,015
Total SPONSOR Cost	\$54,015
	<i>Above cost not to be exceeded</i>

The costs reimbursed to ECOLOGY by SPONSOR are a cost-share rate. Estimated value of a WCC crew is \$294,107 annually per WCC Crew consisting of five WCC/AmeriCorps Members and one WCC Supervisor and/or \$40,896 annually per WCC Individual Placement. Indirect costs are included in SPONSOR share at a standard rate of 5% of direct costs.

BILLING PROCEDURE

ECOLOGY shall submit invoices monthly to the SPONSOR's designated contact person listed under "Agreement Management" section. Payment to ECOLOGY for approved and completed work will be made by warrant or account

transfer by SPONSOR within 30 days of receipt of the invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

AGREEMENT ALTERATIONS AND AMENDMENTS

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

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, 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.

ASSURANCES

Parties to this Agreement agree that all activity pursuant to this contract will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

CONFORMANCE

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

DISPUTES

If a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, if SPONSOR is a state agency, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

FUNDING AVAILABILITY

The obligation of the SPONSOR to provide reimbursements is contingent upon appropriation of funds by the SPONSOR's governing body for the specific purpose of funding the project, which is the subject of this Agreement. Upon the failure of such appropriation, the SPONSOR may terminate this Agreement.

ECOLOGY's ability to provide cost-share is contingent on availability of funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the agreement, in whole or part, for convenience or to renegotiate the agreement subject to new funding limitations and conditions. ECOLOGY may also elect to suspend performance of the agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification restrictions.

GOVERNING LAW AND VENUE

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 shall be construed to conform to those laws. This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

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.

INDEMNIFICATION

To the fullest extent permitted by law, each party shall defend, indemnify, and hold harmless the other party, including officials, agents, and employees from and against all claims of third parties, and all associated losses arising out of or resulting from the performance of the contract. "Claim," as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Parties waive their immunities under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the other party and their agencies, officials, agents or employees.

ORDER OF PRECEDENCE

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

1. Applicable federal and state of Washington statutes, regulations, and rules.
2. Mutually agreed written amendments to this Agreement
3. This Agreement
4. Statement of Work and Budget.
5. Any other provisions of this Agreement, including materials incorporated by reference.

RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration of this Agreement and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties subject to state public disclosure laws.

RESPONSIBILITIES OF THE PARTIES

Each party of this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omissions on the part of itself, its employees, its officers, and its agents. Neither party will be considered the agent of the other party to this Agreement.

RIGHTS IN DATA

Unless otherwise provided, data, which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be jointly owned by ECOLOGY and SPONSOR. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of

such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement upon 30 days prior written notification 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.

WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute 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.

ALL WRITINGS CONTAINED HEREIN

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 shall be deemed to exist or to bind any of the parties hereto.

AGREEMENT MANAGEMENT

The program manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

<p>The Contract Manager for ECOLOGY is:</p> <p>Josiah Downey PO Box 47600 Olympia, WA 98504 (360) 480-2603 Josiah.downey@ecy.wa.gov</p>	<p>The Contract Manager for SPONSOR is:</p> <p>Nick Jeffries 44 W Riverside Ave Spokane WA 99201 5099811176 njeffries@spokanecity.org</p>
---	---

IN WITNESS WHEREOF, the parties have executed this Agreement.

State of Washington
Department of ECOLOGY

SPONSOR

Signature Date

Signature Date

Printed Name, Title

Printed Name, Title

STATEMENT OF WORK
Appendix A

Work summary:

Under direction of SPONSOR, crew(s) will perform restoration activities. Specific tasks could include invasive control, native species installation, plant nursery care, scientific monitoring, and fence installation or repair.

Special terms and conditions:

1. WCC resources (members, supervisors, tools and trucks) will not be utilized to clean public restrooms, monitor, survey, or clear active or abandoned encampments, and/or to clean up hazardous materials including hypodermic needles. If a significant amount of hazardous or unidentifiable material is discovered on a project site, activity will cease until SPONSOR mitigates potential hazards or finds an alternate project site. If active or abandoned encampments prevent WCC activities from taking place at a project site, WCC supervisors and members may contact their partner organization and work with their coordinator on alternative activities. While WCC can share active or abandoned encampment information with project partners when relevant to service activities, WCC personnel will not monitor, survey, or report on encampments directly to regulatory agencies or anyone other than a partner organization.
2. WCC vehicle is not to be used for heavy hauling; the primary use is for transportation of crew, tools, and safety equipment. In the event that WCC vehicles are requested to tow SPONSOR-provided equipment (including rentals), it will only be on a limited basis and SPONSOR is solely responsible for accidental damages, unless damages are caused by WCC negligence.
3. WCC is not responsible for normal wear and tear when project requires the use of SPONSOR-provided tools, equipment, or safety gear.
4. The assignment of members shall not result in the displacement of currently employed workers, including partial displacement such as reduction in hours of non-overtime work, wages, or other employment benefits. Agencies that participate in the program may not terminate, lay-off, or reduce working hours of any employee for the purpose of using a member with available funds. In circumstances where substantial efficiencies or a public purpose may result, participating agencies may use members to carry out essential agency work or contractual functions without displacing current employees.
5. All state holidays and shutdown weeks are non-working days for members. Shutdown weeks are to be used by WCC staff/supervisors for planning purposes. The WCC standard 40-hour schedule is Monday through Thursday from 7:00am to 5:30pm. An alternate schedule may be arranged with prior approval from the WCC.
6. WCC's cost-share rate is calculated using the full costs of supporting WCC crews and IPs, including time spent training, required community service events, shutdowns, etc. Indirect costs are included in SPONSOR share at a standard rate of 5% of direct costs.
7. If inclement weather makes a project site inaccessible, then the sponsor should reassign the WCC crew or IP to alternative projects in an accessible location.

In inclement weather, WCC crews follow the weather-related guidance (e.g. shut-down, delayed start, early end, etc.) from the regional Ecology office closest to the crew lock-up or IP service location. If the member's assigned location is more than one hour from an Ecology regional office, then WCC follows weather-related guidance of federal, state and

local governments. Only WCC can instruct a crew or IP to shut-down due to weather. Sponsors are not charged for WCC-initiated, weather related shut-downs or delays.

If a shut-down is requested by the SPONSOR for any reason, then the sponsor is responsible for crew costs.

ECOLOGY shall:

1. Provide WCC members for the number of weeks specified in this agreement. Full-term crews and Individual Placements are available to SPONSOR for a maximum of 164 days (approximately 41 weeks) during the Federal AmeriCorps program service year (October-September).
2. Enroll members to begin service no sooner than October 2, 2023 and no later than October 16, 2023 to attain a full AmeriCorps scholarship. Member vacancies may be filled with a 1200 hour, three-quarter-term AmeriCorps Education Award beginning January 16, 2024. Any further member enrollment for the remainder of the program year is at the discretion of ECOLOGY and based on availability.
3. In the event of a disaster response deployment, ECOLOGY will make every effort to fulfill SPONSOR needs, including sending additional members, whenever possible. Unless disaster response activities are requested by the sponsor, sponsors are not charged for WCC's emergency and disaster responses.
4. Provide training and development specified in Appendix B: eight days of formal WCC training, a two to four day Orientation Training, one day dedicated to MLK Community Service, one day of training in noxious weed control, and one day for a debrief meeting near the conclusion of the term. Beyond dates included in Appendix B, Ecology will schedule up to six additional days of Supervisor training or meetings during the term. WCC members and supervisors are logging hours on the dates identified for WCC-sanctioned events, but are unavailable to SPONSOR. ECOLOGY will provide a four day Assistant Supervisor training to the designated Assistant Supervisor.
5. Each full-term crew or IP may spend up to two weeks (eight days) with an alternative sponsor during the crew year. These dates will be determined in coordination with their full-term Sponsor.
6. For crews, ECOLOGY agrees to provide a crew of 5 members, a crew supervisor, vehicle, and basic hand tools. Rates are not based on actual attendance, however, invoices will be reduced for member or supervisor vacancies lasting 20 days or more.

SPONSOR shall:

1. Guide completion of appropriate projects for number of weeks specified in this agreement by providing logistical, technical and safety-related support necessary for project completion. Provide site orientation for WCC members, site-specific training, and materials beyond basic hand tools to complete tasks. Obtain and ensure adherence to applicable permits as set by local, state, tribal or federal laws and regulations.
2. Help promote the AmeriCorps and WCC brands, logo, slogans and phrases. WCC will provide camera-ready logo. AmeriCorps is a registered service mark of the Corporation for National and Community Service.
3. For a SPONSOR hosting Individual Placement positions, SPONSOR agrees to provide computer access, email, transportation to and from WCC events (or private mileage reimbursement), and day-to-day direction of activities.
4. For a SPONSOR hosting full-term WCC Crew(s), SPONSOR shall provide a secure site to store tools and park crew vehicles that allows access to potable water and restrooms as well as desk and internet access for the crew supervisor. In the event of theft, vandalism, or loss due to negligence of the SPONSOR, the SPONSOR shall provide reimbursement (75 percent sponsor share) of expenditures and deductibles.
5. For a SPONSOR that assigns WCC crew(s) or WCC Individual Placement members to serve with other organizations, SPONSOR shall inform the other organizations of WCC policies, procedures and contract terms.

AmeriCorps Prohibited Activities:

While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program, staff and members may not engage in the following activities (see 45 CFR § 2520.65):

- A. Attempting to influence legislation;
- B. Organizing or engaging in protests, petitions, boycotts, or strikes;
- C. Assisting, promoting, or deterring union organizing;
- D. Impairing existing contracts for services or collective bargaining agreements;
- E. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
- F. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
- G. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
- H. Providing a direct benefit to—
 - I. A business organized for profit;
 - II. A labor union;
 - III. A partisan political organization;
 - IV. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
 - V. An organization engaged in the religious activities described in paragraph 3.g. above, unless AmeriCorps assistance is not used to support those religious activities;
- I. Conducting a voter registration drive or using AmeriCorps funds to conduct a voter registration drive;
- J. Providing abortion services or referrals for receipt of such services; and
- K. Census Activities. AmeriCorps members and volunteers associated with AmeriCorps grants may not engage in census activities during service hours. Being a census taker during service hours is categorically prohibited. Census-related activities (e.g., promotion of the Census, education about the importance of the Census) do not align with AmeriCorps State and National objectives.
- L. Election and Polling Activities. AmeriCorps members may not provide services for election or polling locations or in support of such activities
- M. Such other activities as AmeriCorps may prohibit.

AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-AmeriCorps funds. Individuals should not wear the AmeriCorps logo while doing so

2024-2025 WCC Events Calendar

October						
M	T	W	T	F	S	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

November						
M	T	W	T	F	S	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

December						
M	T	W	T	F	S	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

January						
M	T	W	T	F	S	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

February						
M	T	W	T	F	S	S
				1	2	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	

March						
M	T	W	T	F	S	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April						
M	T	W	T	F	S	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				










May						
M	T	W	T	F	S	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	






June						
M	T	W	T	F	S	S
					1	
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						




July						
M	T	W	T	F	S	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August						
M	T	W	T	F	S	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31




September						
M	T	W	T	F	S	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

-  Holiday (observed) - day off
-  Orientation Training Conference
-  Assistant Supervisor Training
-  MLK- Staff Holiday, Member service day
-  IP meeting (in person)
-  Training Conference
-  3/4-Term Member Orientation (virtual)
-  Supervisor refresher trainings
-  Spike (2 wks on special assignment)

-  AmeriCorps swearing-in (virtual, 2 hrs)
 -  PDPs due (July: QT members only)
 -  Production (last Thursday of the month)
 -  Supervisors: Crew interviews
 -  Noxious Weed Control Workshops
- 3/27 Olympic; 4/3 S. Puget Sound;
4/10 Central/E. WA; 4/17 N. King
County/Snohomish; 4/24 S. King County; 5/1 NW

-  Start (FT/Oct. 3QT=10/1, Jan. 3QT=1/21, QT=6/9)
 -  End Date (FT/Jan. 3QT/QT=9/4, Oct. 3QT=6/5)
 -  End-of-year presentations - 8/14 Olympic;
- 8/21 S. Puget Sound; 8/28 Central/E. WA, S. King County & N. King County/Snohomish; 9/4 Northwest

Shutdown Weeks:

-  Supervisors: Interviews & enrollment material
-  Supervisors: Cross-training
-  All staff meeting & supervisor prep days

Members' potential hours (for general guidance only - hours not guaranteed)

October	190
February	150
June	160
Fullterm: Oct. 1-Sept. 4	1850

November	130
March	170
July	180
Oct. 3QT: Oct. 1-June 5	1360

December	170
April	180
August	160
Jan. 3QT: Jan. 21-Sept. 4	1260

January	170
May	160
September	30
QT: June 9-Sept. 4	490

FT: 1700-hr min, \$7,395 Ed Award

3QT: 1200-hr min, \$5,176.5 Ed Award

QT: 450-hr min, \$1,956.35 Ed Award

WCC standard schedule (40 hours/week) is Monday - Sunday

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 10/07/2024**Committee Agenda type:** Consent**Date Rec'd**

10/7/2024

Clerk's File #

OPR 2024-0891

Cross Ref #**Project #****Council Meeting Date:** 10/21/2024**Submitting Dept**

FACILITIES MANAGEMENT

Bid #**Contact Name/Phone**

DAVE STEELE 625-6064

Requisition #

CR26754

Contact E-Mail

DSTEEL@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

PDILLON MCATHCART BWILKERSON

Agenda Item Name

5900 FACILITIES DEPT WATER DEPT MAIN BLDG REH & RESTORE OWNERS REP

Agenda Wording

The Facilities Department in partnership with the Water Department has completed the procurement process for a Commissioning Agent related to the design, validation, installation, and performance testing of the proposed HVAC & mechanical systems.

Summary (Background)

The commissioning agent related to the design, validation, installation & performance testing of the HVAC & mechanical systems related to the Water Department Main Building Rehab & Ren Phase 1 & 2. Based on the qualifications & experience, Engineering Economics Inc located at 23403 E. Mission Ave, Suite 220E, Liberty Lake, WA 99019 was selected to complete a cost proposal. The attached contract reflects the negotiated scope and fee for services.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 61,067.25

Current Year Cost \$ 61,067.25

Subsequent Year(s) Cost \$ 0

Narrative

Base bid is \$56,025.00 plus tax is \$5042.25 is \$61,067.25. A 10% administrative reserve of \$5,602.50 is requested.

Amount**Budget Account**

Expense \$ 56,025.00

4100-42490-94340-56501-11027

Expense \$ 5,602.50

4100-42490-94340-56501-11027 Admin Reserve

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	TEAL, JEFFREY
<u>Division Director</u>	BOSTON, MATTHEW
<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

bmattis@eeibuildingperformance.com	laga@spokanecity.org
kbustos@spokanecity.org	dstele@spokanecity.org
klong@spokanecity.org	lsearl@spokanecity.org
wateraccounting@spokanecity.org	

Committee Agenda Sheet

Public Safety & Community Health Committee

Submitting Department	Facilities Department
Contact Name	Dave Steele
Contact Email & Phone	509-625-6064
Council Sponsor(s)	CM Dillon, CM Navarrete, CM Cathcart, CP Wilkerson,
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Water Department Main Building Rehabilitation and Restoration Phase 1 & 2 – Owners Rep Commissioning Agent
Summary (Background) *Use the Fiscal Impact box below for relevant financial information	The Facilities Department in partnership with the Water Department has completed the procurement process for a Commissioning Agent related to the design, validation, installation, and performance testing of the proposed HVAC and mechanical systems related to the Water Department Main Building rehabilitation and renovation Phase 1 and Phase 2. Based on qualifications and experience, EEI (Engineering Economics Inc) located at 23403 E. Mission Ave., Suite 220E. Liberty Lake, Washington 99019 was selected to complete a cost proposal. The attached contract reflects the negotiated scope and fee for services.
Proposed Council Action	Contract approval
Fiscal Impact	
Total Expense:	\$ 61,627.50 Plus Applicable Tax
Base bid:	\$ 56,025.00
Administrative Reserve (10%)	\$ 5,602.50
Total	\$ 61,627.50 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:	4100-42490-94340-56501-11027
Expense Occurrence	<input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A
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
CONSULTANT AGREEMENT
Title: MECHANICAL SYSTEMS
COMMISSIONING SERVICES

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **ENGINEERING ECONOMICS, INC.**, whose address is 1536 Cole Blvd., Suite 240, Lakewood, Colorado 80401-3413 as (“Consultant”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the purpose of this Agreement is to conduct Mechanical Systems Commissioning Services at the City of Spokane Water Department Building; and

WHEREAS, the Consultant was selected from the MRSC Roster.

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 21, 2024, and ends on June 30, 2028, unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.

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

3. SCOPE OF WORK.

The General Scope of Work for this Agreement is described in the Consultant’s September 16, 2024 Proposal, 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.

4. COMPENSATION.

Total compensation for Consultant’s services under this Agreement shall not exceed **FIFTY-SIX THOUSAND TWENTY-FIVE AND NO/100 DOLLARS (\$56,025.00)**, 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 Facilities Management Department, facilitiesdepartment@spokanecity.org, Attn: Dave Steele. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Consultant's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Consultant and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6. REIMBURSABLES

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

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

- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.

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

7. TAXES, FEES AND LICENSES.

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

8. CITY OF SPOKANE BUSINESS LICENSE.

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

9. SOCIAL EQUITY REQUIREMENTS.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

10. INDEMNIFICATION.

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

11. INSURANCE.

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

A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;

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

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.

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.

12. DEBARMENT AND SUSPENSION.

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

13. AUDIT.

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

14. INDEPENDENT CONSULTANT.

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

15. KEY PERSONS.

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Consultant identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the

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

16. ASSIGNMENT AND SUBCONTRACTING.

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

17. CITY ETHICS CODE.

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

18. NO CONFLICT OF INTEREST.

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

19. ERRORS AND OMISSIONS, CORRECTIONS.

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

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

20. INTELLECTUAL PROPERTY RIGHTS.

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

21. CONFIDENTIALITY.

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

22. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation,

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

23. TERMINATION.

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

24. EXPANSION FOR NEW WORK.

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

25. MISCELLANEOUS PROVISIONS.

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.
- D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

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

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

ENGINEERING ECONOMICS, 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:

Exhibit A – Certificate Regarding Debarment

Exhibit B – Consultant’s Proposal dated September 16, 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



Engineering Economics, Inc.

23403 E. Mission Ave., Suite 220E
Liberty Lake, Washington 99019

Telephone: 509.998.1021

September 16, 2024

Jeff Teal
City of Spokane
808 W Spokane Falls Blvd
Spokane, WA 99201

**Re: City of Spokane Water Building
Commissioning Services
Proposal No. 15-24510**

Dear Jeff:

Engineering Economics, Inc. (EEI) is pleased to present this proposal for commissioning the City of Spokane Water Department Main Building Rehabilitation/Restoration project. We understand that the facility will be 13,500 square feet and is located in Spokane, WA. This project is taking place over two construction phases with the design consisting of one phase.

SCOPE OF WORK

Building Commissioning services will be provided per the Scope of Work described below to achieve building performance for functionality, energy efficiency, reliability and maintainability.

Phase 1

1. Develop a Commissioning Plan.
2. Perform commissioning design reviews of both phases at 50% CDs and nearing the end of CDs.
3. Perform a separate sequence of operations review once these are complete; ideally before 95% CDs.
4. Conduct up to five (5) commissioning meetings.
5. Prepare issues reports of observations, test results and problems.
6. Spot check TAB
7. Log issues reports and track each issue to resolution.
8. Develop project-specific functional performance test procedures.
9. Review control submittals for compliance with project plans and specifications and host a controls summit.
10. Perform construction observations, documenting deficiencies and recommendations.
11. Review contractor testing documentation.
12. Coordinate and schedule commissioning with the construction manager.
13. Observe and document functional testing performed by contractors.
14. Review Operations and Maintenance (O&M) submission.
15. Issue Final Commissioning Report.

EEI has included an 8-hour allowance for failed functional tests in our scope; troubleshooting or retesting in excess of this allowance will be billed as additional services that Owner can back-charge to the responsible contractor(s).

Phase 2

1. Update Commissioning Plan.
2. Conduct up to four (4) commissioning meetings.
3. Prepare issues reports of observations, test results and problems.
4. Spot check TAB
5. Log issues reports and track each issue to resolution.
6. Develop project-specific functional performance test procedures.
7. Review control submittals for compliance with project plans and specifications and host a controls summit; review any lessons learned from phase 1 and incorporate into 2nd phase.
8. Perform construction observations, documenting deficiencies and recommendations.
9. Review contractor testing documentation.
10. Coordinate and schedule commissioning with the construction manager.
11. Observe and document functional testing performed by contractors.
12. Touch on operation of Phase 1 systems once final tie in complete.
13. Review Operations and Maintenance (O&M) submission.
14. Issue Final Commissioning Report.
15. Perform warranty review of system operation.

EEl has included an 8-hour allowance for failed functional tests in our scope; troubleshooting or retesting in excess of this allowance will be billed as additional services that Owner can back-charge to the responsible contractor(s).

Systems and equipment to be commissioned will include the following:

1. Ground source condenser water system (including pumps and heat exchangers)
2. VRF Fan Coil Units (19)
3. VRF heat Pumps (3)
4. DOAS Unit
5. Electric Unit Heaters (3)
6. Ductless Splits (3)
7. Electric Snowmelt
8. Building automation system (BAS) and controls
9. Domestic water heating system, pumps and controls
10. Metering (electrical and plumbing)
11. Lighting and lighting controls (including BAS tie in)

SCHEDULE

EEl is prepared to commence commissioning planning and design review activities immediately upon Approval to Proceed and understands the construction will be in two distinct phases. Construction completion and functional testing of Phase 1 is estimated complete in spring of 2026. Assuming another roughly 18-month construction window Phase 2 completion would be Fall of 2027.

FEE

Our fee to complete both described Scopes of Work will be on a Lump Sum Fixed Fee Basis inclusive of expenses as described below.

Phase 1 Scope	<u>\$35,850</u>
Phase 2 Scope	<u>\$20,175</u>
Total Contract Amount (sum of Phase 1 Scope plus Phase 2 Scope)	<u>\$56,025</u>

Any additional services requested beyond the agreed scope will be performed at our standard hourly rates in effect at the time of such services. Our standard rate schedule for the current year is attached.

ASSUMPTIONS AND CLARIFICATIONS

E EI offers the following assumptions and clarifications to this proposal:

18-month construction windows are assumed for both phases. Rough schedule as provided by owner is CDs complete in November of 2024 with construction to be complete in Spring of 2026. Phase two would start following this and it is assumed that an 18-month construction window will also be granted for this project putting completion in roughly fall of 2027.

TERMS AND CONDITIONS

Terms and conditions will be per our standard Terms and Conditions, as attached.

We very much look forward to working with you.

Sincerely,

Engineering Economics, Inc.



Emilie Moreshead, CxA

Attachments:

- E EI Standard Rate Schedule
- Terms and Conditions

Jeff Teal
September 16, 2024
Page 4

APPROVAL TO PROCEED

THIS PROPOSAL IS ONLY VALID UNTIL THE 31ST DAY OF OCTOBER, 2024.
IF APPROVED, PLEASE SIGN AND RETURN A COPY OF THIS AGREEMENT.

Approved and accepted this 25 day of September, 2024.

Jeff Teal
City of Spokane



Signature

Director of Facilities

Print Name and Title

WASHINGTON

2024-2025

Engineering Services

Up To

Principal	\$275/Hour
Associate	\$250/Hour
Sr. Project Manager	\$230/Hour
Project Manager.....	\$220/Hour
Asst. Project Manager.....	\$200/Hour
Sr. Project Engineer.....	\$190/Hour
Sr. Technician	\$160/Hour
Project Engineer	\$150/Hour
Technician.....	\$145/Hour
Support Engineer	\$135/Hour
Tech Support/Project Admin	\$110/Hour
Jr Technician.....	\$125/Hour
Administrative Support.....	\$105/Hour

Analytics Specialists

Associate	\$220/Hour
Sr. Software Engineer/Analyst.....	\$265/Hour
Information Technology Specialist	\$165/Hour

Sustainability Specialists

Principal	\$275/Hour
Associate	\$220/Hour
Manager-New Construction Services	\$180/Hour
Manager-Energy Modeling Services.....	\$170/Hour
Energy Engineer	\$170/Hour
ESG Project Manager	\$165/Hour
Manager-Existing Building Certificates	\$165/Hour
Supervisor-New Construction	\$160/Hour
Sustainability Analyst.....	\$150/Hour
Sustainability Coordinator	\$130/Hour
Sustainability Intern.....	\$105/Hour
Project Administrator.....	\$105/Hour
Administrative Support.....	\$105/Hour

CONSULTANTS

Consultant Invoice	at cost + 15%
--------------------------	---------------

REIMBURSABLE EXPENSES

Tools and Equipment Usage	at market rates
Photocopies and Prints (in-house).....	at market rates
Mileage: Personal Car	at IRS rates
Postage.....	at cost + 10%
Travel Expenses	at cost + 10%
Other Expenses	at cost + 10%

These are current rates and are subject to review and revision annually.

**ENGINEERING ECONOMICS, INC. (EEI)
GENERAL TERMS AND CONDITIONS**

1. Representatives and Notices

- A. Client shall designate a Representative to receive requests for instructions, changes, and formal notices, and who shall have authority to act for Client in all Project matters.
- B. Engineering Economics, Inc. (EEI) will designate a Project Manager responsible for managing EEI's performance and delivery of its services. EEI's Project Manager shall have authority to act for EEI in all matters concerning the project.
- C. All instructions, requests for changes, formal communications, and notices to EEI shall be directed by Client's Representative, in writing, to EEI's Project Manager and shall be deemed effective as of the date and time of receipt.

2. Client-Furnished Data

- A. Client shall provide at no cost to EEI, necessary drawings, surveys, physical site data, and other pertinent information required for the performance of services, and EEI shall be entitled to rely on same.
- B. EEI shall be entitled to rely upon the completeness and accuracy of all information provided by the Client or other project participant to EEI, and Client shall hold harmless EEI for any errors and/or omissions in all documents provided and for services of others on the project, unless EEI is directly and solely negligent or engages in willful misconduct.

3. Existing Conditions

- A. EEI shall have no responsibility or liability for the identification, removal, or disposal of any toxic substances. Client will defend, indemnify, and hold harmless EEI from any claim, suit, or liability whatsoever, including but not limited to all payments, expenses, or costs involved, arising from or alleged to have arisen out of or related to the presence of toxic substances or alleged toxic substances on the project.
- B. Unless expressly included in EEI's Scope of Service, EEI shall have no responsibility or liability for the correct operation of existing building systems, or any assumptions by EEI related to such systems.

4. Plans, Specifications, and Drawings (Design Services Only)

- A. EEI shall furnish to Client after EEI's receipt of final payment, one final set of plans, specifications, and drawings in hard copy and electronic format. The plans, specifications, and drawings are neither intended nor represented to be suitable for reuses. Any reuse without specific written approval and adaptation by EEI shall be at Client's sole risk, and Client shall indemnify and hold EEI harmless from all loss, cost, damage, and expense including attorney's fees.
- B. Unless otherwise negotiated, all electronic CAD files sent between Client and EEI shall be in an ACAD (ACAD.DWG) format.
- C. If included in the project scope, EEI will update drawings to reflect Contractor mark-ups of the As-Built conditions. EEI is not responsible for verifying the accuracy of the As-Built documents.

5. Changes

Client may, from time to time, change or modify the Scope of Services by instructing EEI to perform additional services or may direct the omission of services previously ordered. EEI may perform such changes, and EEI's compensation and schedule for performance shall be equitably adjusted. Compensation for such changes shall be on an hourly basis in accordance with EEI's Standard Hourly Rate Schedule or other method as agreed upon at the time the change is requested.

6. Scheduling and Progress Reports

EEI shall, if requested by Client, prepare and submit to Client an estimated schedule for the performance of the services and provide a monthly progress report indicating any approved changes made during the preceding month and estimating the total charges to complete the services

7. Software as a Service (SAAS) terms and conditions related to the use of BalanceCx Software

If Client subscribes to the use of the BalanceCx software provided by EEI, the following terms and conditions shall apply:

- A. **Services.** During the Subscription Term, Client will receive a nonexclusive, non-assignable, royalty free, worldwide right to access and use the BalanceCx SaaS services solely for internal business operations subject to the terms of this Agreement. Client acknowledges that this Agreement is a services agreement and EEI will not deliver copies of the software to Client as part of the SaaS services.
- B. **Restrictions.** Client shall not, and shall not permit anyone to: (i) copy or republish the SaaS services or software, (ii) make the SaaS services available to any person other than authorized users, (iii) modify or create derivative works based upon the SaaS services and/or other services or documentation, (iv) remove, modify or obscure any copyright, trademark or other proprietary notices contained in the software used to provide the SaaS services and/or other services or in the documentation, (v) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the software used to provide the SaaS services and/or other services, except and only to the extent such activity is expressly permitted by applicable law, or (vi) access the SaaS services and/or other services or use the documentation in order to build a similar product or competitive product. Subject to the limited licenses granted herein, EEI shall own all right, title, and interest in and to the software, services, documentation, and other deliverables provided under this Agreement, including all modifications, improvements, upgrades, derivative works and feedback related thereto and intellectual property rights therein. Client agrees to assign all right, title, and interest it may have in the foregoing to EEI.
- C. **Client Responsibilities.** Client shall provide assistance to enable EEI to deliver the SaaS services and/or other services, including access to content, computer systems, and any other necessary cooperation. Client shall: (a) notify EEI immediately of unauthorized use of any password or user id or any other known or suspected breach of security, (b) report to EEI immediately and use reasonable efforts to stop any unauthorized use of the SaaS services and/or other services that is known or suspected by Client or any authorized user, and (c) not provide false identity information to gain access to or use the SaaS services. Client shall be solely responsible for the acts and omissions of its authorized users. EEI shall not be liable for any loss of data or functionality caused directly or indirectly by the authorized users. Subject to the terms and conditions of this Agreement, Client shall grant to EEI a limited, non-exclusive and non-transferable license, to copy, store, configure, perform, display, transmit, and upload Client content solely as necessary to provide the SaaS services and/or other Services to Client.
- D. **IP Rights.** Client retains ownership and intellectual property rights in and to its Client content. EEI or its licensors retain all ownership and intellectual property rights to the services, software programs, and anything developed and delivered under this Agreement. EEI shall have a royalty-free, worldwide, irrevocable, perpetual license to use and

**ENGINEERING ECONOMICS, INC. (EEI)
GENERAL TERMS AND CONDITIONS**

incorporate into the SaaS services and/or other services any suggestions, enhancement requests, recommendation or other feedback provided by Client, including authorized users, relating to the operation of the SaaS services and/or other services.

- E. **REPRESENTATION.** EEI REPRESENTS THAT THE SAAS SERVICES AND/OR OTHER SERVICES WILL PERFORM IN ALL MATERIAL RESPECTS IN ACCORDANCE WITH THE DOCUMENTATION. EEI DOES NOT GUARANTEE THAT THE SAAS SERVICES AND/OR OTHER SERVICES WILL BE PERFORMED ERROR-FREE, VIRUS FREE, OR UNINTERRUPTED, OR THAT EEI WILL CORRECT ALL SAAS SERVICES AND/OR OTHER SERVICES ERRORS. CLIENT ACKNOWLEDGES THAT EEI DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SAAS SERVICE AND/OR OTHER SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. THIS SECTION SETS FORTH THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY EEI (EXPRESS OR IMPLIED) WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT.
- F. **LIMITATIONS OF LIABILITY.** NEITHER PARTY (NOR ANY LICENSOR OR OTHER SUPPLIER OF EEI) SHALL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST BUSINESS, PROFITS, DATA OR USE OF ANY SERVICE, INCURRED BY EITHER PARTY OR ANY THIRD PARTY IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM (INCLUDING NEGLIGENCE), EVEN IF FORESEEABLE OR THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES NEITHER EEI NOR ANY THIRD PARTY SERVICE PROVIDER SHALL BE LIABLE FOR UNAUTHORIZED ALTERATION, THEFT OR DESTRUCTION OF CLIENT'S OR ANY USER'S DATA, FILES, OR PROGRAMS.
- G. **Indemnification.** If a third party makes a claim against Client that the SaaS services and/or other services infringes any patent, copyright or trademark, or misappropriates any trade secret, EEI shall have no liability for any claim based on (a) the Client content, (b) modification of the SaaS services and/or other services not authorized by EEI, or (c) use of the SaaS services and/or other services other than in accordance with the documentation, purchase order and this Agreement. EEI, at its sole option and expense, procure for Client the right to continue use of the SaaS services and/or other services, modify the SaaS services and/or other Services in a manner that does not materially impair the functionality, or terminate the subscription term and repay to Client any amount paid by Client with respect to the subscription term following the termination date.
8. **Responsibility**
- A. EEI will perform all services in accordance with a standard of care, skill, and diligence consistent with that ordinarily exercised by professional consulting engineers providing the same or similar services under similar circumstances in the same or similar locality. In the event EEI fails to provide such standards of care, skill, and diligence, EEI shall, at its own cost, correct EEI's defective plans, specifications, or other services.
- B. Since EEI has no control over the cost of labor, materials, or equipment, or over a contractor's method of determining

prices, competitive bidding, or market conditions, EEI's opinions of probable construction cost, if any, represent EEI's best judgment as a professional consulting engineer familiar with the construction industry. EEI does not guarantee that proposals, bids, or final construction costs will not vary from opinions of probable cost prepared by EEI. If Client wishes greater assurance as to the construction cost, Client shall employ an independent cost estimator.

- C. Client acknowledges that when providing commissioning services, EEI is operating in an advisory capacity and does not have the authority to: 1) direct design changes or deviations from the contract documents (unless such documents were developed by EEI); or 2) compel the design team and/or trade contractors to correct identified deficiencies. Client and appropriate client agents with such authority shall be responsible for authorizing all such changes, deviations, and corrective action.

9. **Construction Services**

Unless separately negotiated, EEI shall not be responsible for the construction means, method, techniques, sequences, or procedures, or safety precautions (including, without limitation, OSHA compliance); nor for the acts or omissions of any constructor of the Project or any of the constructor's agents, employees, or subcontractors; nor for the acts or omissions of material or equipment manufacturers or suppliers; nor for the acts or omissions of any other engineer on the Project.

10. **Billing and Payment**

- A. EEI shall be entitled to invoice and collect from Client for any services performed prior to the signing of this Agreement, including SaaS services provided. All services may be invoiced immediately or over the course of the project. In the event services are provided for a fixed fee, all services rendered prior to the signing of this Agreement shall be considered part of the fee. Progress billings shall be rendered monthly to the Client and shall be due and payable not more than thirty (30) days after receipt by Client. EEI shall not be subject to any retainage or "pay-when-paid" policies or provisions. Invoice and payments shall all be in US dollars. Client's payment of EEI's final invoice shall constitute a release of all claims by Client against EEI except for any claim specifically reserved by Client in writing at the time of final payment.
- B. EEI shall be entitled to suspend performance of services if invoices are unpaid for 60 days or longer. Past due amounts shall accrue interest at the rate of one and one-half percent (1-1/2%) per month. Invoices shall be accompanied by such data as may be required to support the invoices, when requested by the Client. In addition, Client agrees to pay all costs, fees, charges, or expenses (including without limitation all reasonable legal fees and litigation/arbitration fees and costs) incurred in recovering any past due amounts Client owes to EEI.

11. **Sales and Similar Taxes**

EEI's compensation does not include sales, use, excise, or similar taxes, which are the sole responsibility of Client.

12. **Suspension and Termination**

- A. Either Party shall have the right to suspend or terminate all or a portion of the Services at any time upon seven (7) days' prior written notice. In the event of termination, EEI shall be paid EEI's compensation for all services performed up to the termination date, plus reasonable termination expenses, if any. EEI shall have the right to immediately cease services if Client files a petition in bankruptcy or other insolvency proceeding or has demonstrated the inability to pay for services performed.

**ENGINEERING ECONOMICS, INC. (EEI)
GENERAL TERMS AND CONDITIONS**

- B. EEI reserves the right to suspend delivery of the SaaS services if Client fails to timely pay any undisputed amounts due to EEI under this Agreement, but only after EEI notifies Client of such failure and such failure continues for fifteen (15) days. SaaS services can be immediately terminated if EEI reasonably concludes that Client is causing immediate harm due to use or failure to control use of the SaaS services. Suspension or termination of the SaaS services shall not release Client of its payment obligations under this Agreement. Client agrees that EEI shall not be liable to Client or to any third party for any liabilities, claims or expenses arising from or relating to suspension of the SaaS services and/or other services resulting from Client's nonpayment. Client's rights of access to SaaS services shall cease upon termination of this Agreement, and any confidential information provided to either party, including any information that reasonably appears to be confidential or proprietary, shall be returned or destroyed.
- C. In the event performance of the services is suspended, EEI's compensation shall be equitably adjusted to reflect such suspension. EEI shall advise Client of the compensation adjustment resulting from the suspension of services, including the cost incurred to reasonably relocate personnel, and any materials or equipment during the suspension period.

13. Indemnification and Insurance

EEI and Client agree to indemnify and hold harmless each other from and against all damage, loss, claim, or injury (including death) to persons and to property caused by their own negligent acts, errors, or omissions in connection with the work. EEI and Client shall procure and maintain worker's compensation, employers' liability, comprehensive general liability, and both technical and professional liability insurance. EEI and Client shall name each other as Additional Insureds on their respective policies. Copies of EEI's and the Client's insurance certificates will be furnished to each other.

14. Limitations of Liability

- A. EEI's liability with regard to claims, losses, costs, and damages of any nature arising from this Agreement; from the performance or breach thereof; or from the services provided hereunder shall not exceed EEI's total fees for the project or \$50,000, whichever is greater. It is intended that this limitation shall apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
- B. In no event, whether in contract, warranty, or tort, including negligence or otherwise, shall EEI be liable for special, incidental, exemplary or consequential damages including, but not limited to, loss of profits or revenue, loss of use of any equipment, cost of capital, cost of purchased power, cost of substitute equipment, facilities or services, downtime costs, or claims of customers of Client for such damages. If Client is furnishing EEI's services or materials to a third party by contract, Client shall obtain from such third party a provision affording EEI and its suppliers the protection of the preceding sentence.
- C. In no event shall EEI be liable for any loss or damage whatsoever arising from its failure to discover or repair latent defects, or defects inherent in the design of the building or equipment. Further, EEI's liability for any loss or damage shall not include loss or damage caused by defects not observable by EEI, or units or parts returned to use against the advice of EEI.

- D. The invalidity, in whole or part, of any of the foregoing paragraphs will not affect the remainder of such paragraph or any other paragraph of this Agreement.

15. DISCLAIMERS:

- A. EEI DISCLAIMS ANY LIABILITY FOR ANY WORK PRODUCT WHICH IS DERIVED FROM INFORMATION PROVIDED TO EEI BY CLIENT OR ARRANGED TO BE PROVIDED BY CLIENT, UNLESS EEI OTHERWISE CONSENTS IN WRITING. EEI IS ALLOWED TO RELY UPON PRIOR INFORMATION FROM ANY SOURCE WITHOUT LIABILITY, INCLUDING ANY PRIOR PLANS, SPECIFICATIONS, RENDERINGS, SCHEMATICS, AS-BUILTS, RECORDED DOCUMENTS, OR OTHERWISE, UNLESS EEI KNEW OR SHOULD HAVE KNOWN OF THE INACCURACY OF SUCH INFORMATION. EEI IS NOT RESPONSIBLE FOR WORK PERFORMED BY OTHERS NOT UNDER THE DIRECT INSTRUCTION OR CONTROL OF EEI. EEI IS NOT RESPONSIBLE FOR WORKPLACE SAFETY UNLESS EXPRESSLY INCLUDED IN SERVICES PROVIDED BY EEI. EEI CANNOT GUARANTEE THAT ANY SPACE WILL BE COMPLETELY FREE OF MICROORGANISMS, INCLUDING VIRUSES, GERMS, MOLDS, FUNGI, DUST, OR ANY OTHER SUCH ELEMENTS, AND EEI IS NOT RESPONSIBLE FOR ANY CONDITIONS ARISING FROM THE PRESENCE OF MICROORGANISMS, WHETHER DURING OR SUBSEQUENT TO ANY SERVICES PROVIDED BY EEI.
- B. ENERGY SAVINGS ESTIMATES – EEI DOES NOT GUARANTEE THAT ENERGY SAVINGS WILL BE ACHIEVED AND SUCH ESTIMATES SHOULD BE USED AS AN INDICATION ONLY OF POTENTIAL SAVINGS. ACTUAL SAVINGS MAY DIFFER DUE TO FACTORS UNKNOWN TO EEI OR OTHER FACTORS NOT IN OUR CONTROL.

16. Miscellaneous Provisions

- A. This Agreement shall be binding upon and inure to the benefit of the respective successors, executors, administrators, and assigns of EEI and Client. Neither party may assign this Agreement without the consent of the other party, which shall not be unreasonably withheld.
- B. All services are on a non-exclusive basis, including SaaS services.
- C. Unless prohibited under an existing Non-Disclosure Agreement, EEI may include Client's name and logo in its customer lists and on its website.
- D. The failure by either party, at any time, to enforce or to require strict compliance or performance of any of the provisions of this Agreement shall not constitute a future waiver of such provisions and shall not affect or impair in any way its rights at any time to enforce said provisions or to avail itself of such remedies as it may have for any breach of such provision. No waiver shall be effective unless in writing and signed by the waiving party.
- E. The terms of this Agreement shall be construed and interpreted under, and all respective rights and duties of the parties shall be governed by, the laws of the State in which the project is located. If any term of this Agreement is held to be invalid or unenforceable, that term shall be modified to accomplish the original intent to the extent feasible, and the remainder of the Agreement shall remain in full force.
- F. All negotiations, proposals, and agreements prior to the date of this Agreement are merged and superseded by this Agreement. This Agreement constitutes the entire

**ENGINEERING ECONOMICS, INC. (EEI)
GENERAL TERMS AND CONDITIONS**

Agreement between the parties and no changes, modifications or amendments to this Agreement shall be valid unless agreed to by the parties in writing and signed by their authorized officers. This Agreement shall not be construed as granting any rights to any third party based on the theory of third-party beneficiary or otherwise.

- G. In the event conflicts arise under this Agreement between EEI and Client, both parties agree that all disputes arising out of, or relating to, this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. If non-binding mediation is unable to resolve these conflicts, both parties further agree to resolve their disputes through binding arbitration, as allowed by the laws governing the State in which the project is located, and

pursuant to the Construction Industry Arbitration Rules of the American Arbitration Association. Such arbitration proceedings will be conducted in the city in which the project located, or the next closest city where such services are available.

- H. Force Majeure. EEI shall not be liable for any failure of or delay in the performance of this agreement for the period that such failure or delay is beyond the reasonable control of EEI, materially affects the performance of any of its obligations under this agreement, and could not reasonably have been foreseen or provided against, but will not be excused for failure or delay resulting from only general economic conditions or other general market effects.

END OF DOCUMENT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/25/2024

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC 4600 S. Ulster Street, Suite 1200 Denver, CO 80237 800 873-8500	CONTACT NAME: PHONE (A/C, No, Ext): 800 873-8500	FAX (A/C, No):	
	E-MAIL ADDRESS: den.certificate@usi.com		
INSURED Engineering Economics, Inc. 1536 Cole Blvd, Suite 240 Lakewood, CO 80401	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Transportation Insurance Company		20494
	INSURER B : Continental Insurance Company		35289
	INSURER C : Valley Forge Insurance Company		20508
	INSURER D : XL Specialty Insurance Company		37885
	INSURER E : Continental Casualty Company		20443
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 INSR	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 type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	7034742234	10/01/2024	10/01/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
E	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	7034742248	10/01/2024	10/01/2025	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"/> EXCESS LIAB <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10000	X	X	7034742279	10/01/2024	10/01/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	7034742251	10/01/2024	10/01/2025	<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 Liab Incl Pollution Claims Made		X	DPR5034637	10/01/2024	10/01/2025	\$ 1,000,000 per claim \$ 2,000,000 annl aggr.

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

As required by written contract or written agreement, the following provisions apply subject to the policy terms, conditions, limitations and exclusions: The Certificate Holder and owner are included as Automatic Additional Insured's for ongoing and completed operations under General Liability; Designated Insured under Automobile Liability; and Additional Insured under Umbrella / Excess Liability but only with respect to liability arising out of the Named Insured's work performed on behalf of the certificate holder and owner. (See Attached Descriptions)

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 
---	--

DESCRIPTIONS (Continued from Page 1)

The General Liability, Automobile Liability, Umbrella/Excess insurance applies on a primary and non contributory basis. A Blanket Waiver of Subrogation applies for General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation. The Umbrella / Excess Liability policy provides excess coverage over the General Liability, Automobile Liability and Employers Liability.

Please note that Additional Insured status does not apply to Professional Liability or Workers' Compensation.

** Workers Compensation coverage does not apply to employees who are hired or reside in the States of North Dakota, Ohio, Washington, and Wyoming. Employer's Liability Stop Gap coverage applies to the States of North Dakota, Ohio, Washington, and Wyoming.

RE: EEI Branch/Project No.: 15-24510 City of Spokane Water Main Bldg.

Additional insured: the City of Spokane, its officers and employees


ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE
Name of Additional Insured Person Or Organization

AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II - LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "**accident**" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA71527XX (10-2012)

Underwriting Company: Continental Casualty Company, 151 N Franklin St, Chicago, IL 60606

This page has been left blank intentionally.



**Workers Compensation And Employers Liability Insurance
Policy Endorsement**

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

This page has been left blank intentionally.



Architects, Engineers and Surveyors General Liability Extension Endorsement

1. ADDITIONAL INSUREDS

- a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **I.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **I.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Engineers, Architects or Surveyors Engaged By You

An architect, engineer or surveyor engaged by the **Named Insured**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by the **Named Insured's** acts or omissions, or the acts or omissions of those acting on the **Named Insured's** behalf:

a. in connection with the **Named Insured's** premises; or

b. in the performance of the **Named Insured's** ongoing operations.

But the coverage hereby granted to such additional insureds does not apply to **bodily injury**, **property damage** or **personal and advertising injury** arising out of the rendering of or failure to render any professional services by, on behalf of, or for the **Named Insured**, including but not limited to:

Architects, Engineers and Surveyors General Liability Extension Endorsement

1. the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. supervisory, inspection, architectural or engineering activities.

D. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

E. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury or property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage or personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
 - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - b. the construction, erection, or removal of elevators; or
 - c. the ownership, maintenance or use of any elevators covered by this insurance; or



**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

I. Trade Show Event Lessor

- 1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:
 - a. the **Named Insured's** acts or omissions; or
 - b. the acts or omissions of those acting on the **Named Insured's** behalf,in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.
- 2. The coverage granted by this paragraph does not apply to **bodily injury or property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. ADDITIONAL INSURED – EXTENDED COVERAGE

When an additional insured is added by this or any other endorsement attached to this **Coverage Part, WHO IS AN INSURED** is amended to make the following natural persons **Insureds**.

If the additional insured is:

- a. An individual, then his or her **spouse** is an **Insured**;
- b. A partnership or joint venture, then its partners, members and their **spouses** are **Insureds**;
- c. A limited liability company, then its members and managers are **Insureds**; or
- d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are **Insureds**;

Architects, Engineers and Surveyors General Liability Extension Endorsement

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations.

Please see the **ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES** provision of this endorsement for additional coverage and restrictions applicable to **spouses** of natural person **Insureds**.

4. BOATS

Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to add the following additional exception to the exclusion entitled **Aircraft, Auto or Watercraft**:

This exclusion does not apply to:

Any watercraft owned by the **Named Insured** that is less than 30 feet long while being used in the course of the **Named Insured's** inspection or surveying work.

5. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

6. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or to an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

7. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph **3.** in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph **4.** below, any organization in which a **Named Insured** has management control:

- a. on the effective date of this **Coverage Part**; or
- b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have



**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

- (a) any partnership, limited liability company or joint venture; or
- (b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

- A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or
 - B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.
4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph 3. above, this insurance does not apply to:
- a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor
 - b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.
5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

8. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

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 damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** you with permission of the owner is not an **insured contract**;
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- 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 the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** 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:

Architects, Engineers and Surveyors General Liability Extension Endorsement

- (1) 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;
- (2) 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 (1) above and supervisory, inspection, architectural or engineering activities.

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, executors, heirs, legal representatives, administrators, trustees, beneficiaries and **spouses** of any natural person **Insured** or living trust shall also be insured under this policy; provided, however, coverage is afforded to such estates, executors, heirs, legal representatives, administrators, trustees, beneficiaries and **spouses** only for **claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided, however, that the **spouse** of a natural person **Named Insured**, and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

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.

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION

A. A separate Location General Aggregate Limit, equal to the amount of the General Aggregate Limit, is the most the Insurer will pay for the sum of:

1. All **damages** under **Coverage A**, except **damages** because of **bodily injury or property damage** included in the **products-completed operations hazard**; and
2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that location. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Location General Aggregate Limit of any other location.

B. All:

1. **Damages** under **Coverage B**, regardless of the number of locations involved;



**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single location, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single location,

will reduce the General Aggregate Limit shown in the Declarations.

- C. For the purpose of this **GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION** Provision, "location" means:
1. a premises the **Named Insured** owns or rents; or
 2. a premises not owned or rented by any **Named Insured** at which the **Named Insured** is performing operations pursuant to a contract or written agreement. If operations at such a location have been discontinued and then restarted, or if the authorized parties deviate from plans, blueprints, designs, specifications or timetables, the location will still be deemed to be the same location.

For the purpose of determining the applicable aggregate limit of insurance, premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single location.

- D. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Location General Aggregate Limit or the General Aggregate Limit, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular location.
- E. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**, regardless of the number of locations involved, will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations.
- F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this **GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION** Provision shall continue to apply as stipulated.

12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

- A. Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:
- b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:
 - (1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.
 - (2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

B. Under COVERAGES, Coverage A – Bodily Injury And Property Damage Liability, the paragraph entitled **Exclusions** is amended to:

i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. to add the following additional exclusions:

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not be limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees** or **volunteer workers** in the rendering of:

a. **professional health care services** on behalf of the **Named Insured** or

b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

a. Physician;

40020003260181703320251



**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

- b. Nurse;
- c. Nurse practitioner;
- d. Emergency medical technician;
- e. Paramedic;
- f. Dentist;
- g. Physical therapist;
- h. Psychologist;
- i. Speech therapist;
- j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

- ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

- iii. amend the definition of **Insured** to:

- a. add the following:

the **Named Insured's employees** are **Insureds** with respect to:

- (1) **bodily injury** to a **co-employee** while in the course of the **co-employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and
- (2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

the **Named Insured's volunteer workers** are **Insureds** with respect to:

- (1) **bodily injury** to a **co-volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and
- (2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

- b. delete Subparagraphs **(a), (b), (c) and (d)** of Paragraph **2.a.(1)** of **WHO IS AN INSURED**.

- D. The **Other Insurance** condition is amended to delete Paragraph **b.(1)** in its entirety and replace it with the following:

Other Insurance

Architects, Engineers and Surveyors General Liability Extension Endorsement

b. Excess Insurance

- (1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

A. Past Joint Ventures, Partnerships, Limited Liability Companies

The following is added to **WHO IS AN INSURED**:

If the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense, first occurred after such termination date;
- b. the **bodily injury** or **property damage** first occurred after such termination date; and
- c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph c. above. But this provision will not serve to exclude **bodily injury, property damage** or **personal and advertising injury** that would otherwise be covered under the **Architects, Engineers And Surveyors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

B. Participation In Current Professional Joint Ventures

The following is added to **WHO IS AN INSURED**:

The **Named Insured** is also an **Insured** for participation in a current joint venture that is not named on the Declarations, but only if such joint venture meets all of the following criteria:

- a. Each and every one of the **Named Insured's** co-venturers are architectural, engineering or surveying firms only; and
- b. There is no other valid and collectible insurance purchased specifically to insure the joint venture.

However, the **Named Insured** is an **Insured** only for the conduct of such **Named Insured's** business within such a joint venture. The **Named Insured** is not insured for liability arising out of the acts or omissions of other co-venturers, nor of their partners, members or employees.

C. **WHO IS AN INSURED** is amended to delete its last paragraph and replace it with the following:

Except as provided under this **Architects, Engineers And Surveyors General Liability Extension Endorsement** or by the attachment of another endorsement (if any), 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.



**Architects, Engineers and Surveyors General Liability
Extension Endorsement****15. LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL**

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **j. Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:

j. Damage to Property

Property damage to:

- (1) Property the **Named Insured** owns, rents, or occupies, 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 the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;
- (3) Property loaned to the **Named Insured**;
- (4) Personal property in the care, custody or control of the **Insured**;
- (5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** 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 **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

Paragraph (2) of this exclusion does not apply if the premises are **your work**.

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**.

Paragraphs (3) and (4) of this exclusion do not apply to **property damage to:**

- i. tools, or equipment the **Named Insured** borrows from others, nor
- ii. other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs (3) and (4) does not apply to:

- a. property at a job site awaiting or during such property's installation, fabrication, or erection;
- b. property that is **mobile equipment** leased by an **Insured**;

Architects, Engineers and Surveyors General Liability Extension Endorsement

- c. property that is an **auto**, aircraft or watercraft;
- d. property in transit; or
- e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.

- B.** Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE**.

- C.** The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, \$25,000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one **occurrence** because of the sum of all **property damage** to borrowed tools or equipment, and to other personal property of others in the **Named Insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds \$1,000. The Insurer has the right but not the duty to pay any portion of this \$1,000 in order to effect settlement. If the Insurer exercises that right, the **Named Insured** will promptly reimburse the Insurer for any such amount.

- D.** Paragraph **6.**, Damage To Premises Rented To You Limit, of **LIMITS OF INSURANCE** is deleted and replaced by the following:

6. Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **Coverage A** for **damages** because of **property damage** to any one premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

- a. \$500,000; or
- b. The Damage To Premises Rented To You Limit shown in the Declarations.

- E.** Paragraph **4.b.(1)(a)(ii)** of the **Other Insurance** Condition is deleted and replaced by the following:

(ii) That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

16. LIQUOR LIABILITY

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Liquor Liability**.

This **LIQUOR LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.



**Architects, Engineers and Surveyors General Liability
Extension Endorsement****17. MEDICAL PAYMENTS**

A. LIMITS OF INSURANCE is amended to delete Paragraph 7. (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

- (1) \$15,000 unless a different amount is shown here: \$N,NNN,NNN,NNN; or
- (2) the amount shown in the Declarations for Medical Expense Limit.

B. Under COVERAGES, the Insuring Agreement of Coverage C – Medical Payments is amended to replace Paragraph 1.a.(3)(b) with the following:

- (b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

18. NON-OWNED AIRCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
3. the aircraft is not being used to carry persons or property for a charge.

19. NON-OWNED WATERCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph (2) of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

- (2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:
 - (a) less than 75 feet long; and
 - (b) not being used to carry persons or property for a charge.

20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under DEFINITIONS, the definition of **personal and advertising injury** is amended to add the following tort:

Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under COVERAGES, Coverage B – Personal and Advertising Injury Liability, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

This insurance does not apply to:

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 shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

- (a) the **Named Insured**; or
- (b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:

This insurance does not apply to:

Employment Related Discrimination

discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

- Provision 1. **ADDITIONAL INSURED** of this endorsement; or
- attachment of an additional insured endorsement to this **Coverage Part**.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

- A. Under **COVERAGES, Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability**.
- B. Solely for the purpose of the coverage provided by this **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** provision, the following changes are made to the section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

- 1. Paragraph **2.d.** is replaced by the following:
 - d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;
- 2. The first unnumbered paragraph beneath Paragraph **2.f.(2)(b)** is deleted and replaced by the following:

So long as the above conditions are met, attorney's fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred



**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

- C. This **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

22. PROPERTY DAMAGE – ELEVATORS

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3)**, **(4)** and **(6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.
- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

WHO IS INSURED is amended to include as **Insureds** natural persons who are retired partners, members, directors or employees, but only for **bodily injury, property damage** or **personal and advertising injury** that results from services performed for the **Named Insured** under the **Named Insured's** direct supervision. All limitations that apply to **employees** and **volunteer workers** also apply to anyone qualifying as an **Insured** under this Provision.

24. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph **1.b.** is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph **1.d.** is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

25. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

26. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the **claim**.

27. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor
2. **Bodily injury or property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

B. Condition **4. Other Insurance** is amended to add the following subparagraph **4.b.(1)(c)**:

This insurance is excess over:

- (c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up) insurance program**, but only as respects the **Named Insured's** involvement in that **consolidated (wrap-up) insurance program**.

C. **DEFINITIONS** is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and
2. the common areas and structures appurtenant to the structures in paragraph 1. (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, **residential structure** does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. **Residential structure** also does not include hospitals or prisons.

40020003260181703320255





CNA PARAMOUNT

**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

This **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

This page has been left blank intentionally.



Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
- A.** In the performance of your ongoing operations subject to such **written contract**; or
 - B.** In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:
 - 1. The **written contract** requires you to provide the additional insured such coverage; and
 - 2. This **Coverage Part** provides such coverage; and
 - C.** Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - 1. Coverage broader than what you are required to provide by the **written contract**; or
 - 2. A higher limit of insurance than what you are required to provide by the **written contract**.

Any coverage granted by this Paragraph I. shall apply solely to the extent permissible by law.

- II.** If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

- A.** In the performance of your ongoing operations subject to such **written contract**; or
- B.** In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:
 - 1. The **written contract** requires you to provide the additional insured such coverage; and
 - 2. This **Coverage Part** provides such coverage.

- III.** But if the **written contract** requires:

- A.** Additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
- B.** Additional insured coverage with "arising out of" language;

then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

- IV.** But if the **written contract** requires additional insured coverage to the greatest extent permissible by law, then paragraph I. above is deleted in its entirety and replaced by the following:

**Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

- V. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
- A. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. Supervisory, inspection, architectural or engineering activities; or
 - B. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **Coverage Part**.
- VI. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **Coverage Part**:

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

- 1. Primary and non-contributing with other insurance available to the additional insured; or
- 2. Primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

- VII. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

- 1. Give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
- 2. Send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
- 3. Make available any other insurance, and endeavor to tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to other insurance under which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

- VIII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **Coverage Part**, provided the contract or agreement:

- A. Was executed prior to:



**Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

- 1. The **bodily injury** or **property damage**; or
 - 2. The offense that caused the **personal and advertising injury**;
for which the additional insured seeks coverage; and
- B.** Is still in effect at the time of the **bodily injury** or **property damage occurrence** or **personal and advertising injury** offense.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

This page has been left blank intentionally.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

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

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

<p>Named Insured:</p> <p>Endorsement Effective Date:</p>
--

SCHEDULE

<p>Name(s) Of Person(s) Or Organization(s): ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

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

20020004660181703469657



This page has been left blank intentionally.



License Information:

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

Entity name: ENGINEERING ECONOMICS, INC.

Business name: ENGINEERING ECONOMICS, INC.

Entity type: [Profit Corporation](#)

UBI #: 601-094-531

Business ID: 001

Location ID: 0004

Location: Active

Location address: 1201 WESTERN AVE STE 325
SEATTLE WA 98101-2953

Mailing address: 1536 COLE BLVD
STE 240
LAKEWOOD CO 80401-3413

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
Kirkland General Business - Non-Resident	OBL20396			Active	Apr-30-2025	Nov-03-2018
Richland General Business - Non-Resident				Active	Oct-31-2024	Oct-24-2023
Spokane General Business - Non-Resident				Active	Apr-30-2025	Mar-08-2022
Spokane Valley General Business - Non-Resident				Active	Apr-30-2025	Apr-10-2015

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

Governing people	Title
HICKOK, BLAKE	

Registered Trade Names



Registered trade names	Status	First issued
ENGINEERING ECONOMICS, INC.	Active	Sep-15-2004

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 9/20/2024 10:14:43 AM

Contact us

How are we doing?

Take our survey!

Don't see what you expected?

Check if your browser is supported



**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 10/07/2024**Committee Agenda type:** Consent**Date Rec'd**

10/7/2024

Clerk's File #

OPR 2023-1015

Cross Ref #**Project #****Council Meeting Date:** 10/21/2024**Submitting Dept**

INFORMATION TECHNOLOGY

Bid #

RFP 4430-18

Contact Name/Phone

LAZ MARTINEZ 625-6979

Requisition #

CR26724

Contact E-Mail

MSLOON@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

MCATHCART BWILKERSON ZZAPPONE

Agenda Item Name

5300 RUBICON GLOBAL, LLC 5-YR SOFTWARE MAINTENANCE AND SUPPORT

Agenda Wording

The City selected Rubicon Global, LLC. to provide route management and telematics solutions. Contract term October 1, 2024, through September 30, 2029, for a total cost of \$682,746.00 plus applicable tax.

Summary (Background)

The City selected Rubicon Global, LLC through RFP #4430-18 to provide route management and telematics solutions. This technology provides the SWM and Streets department paperless routing, navigation, route optimization, service confirmations, exception flagging, photo capabilities, vehicle reports, and additional data collection.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 682,746.00

Current Year Cost \$ 136,549.20 plus tax

Subsequent Year(s) Cost \$ 546,196.80 plus tax

Narrative

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

Amount**Budget Account**

Expense \$ 49,116.75

4500-44200-37148-54201-99999

Expense \$ 99,721.88

4500-45100-37148-54201-99999

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

Robert Nelson rnelson@routeware.com	Accounting - ywang@spokanecity.org
Contract Accounting - ddaniels@spokanecity.org	Legal - mharrington@spokanecity.org
Purchasing - cwahl@spokanecity.org	IT - itadmin@spokanecity.org
Tax & Licenses	jsalstrom@spokanecity.org

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	10/7/2024
Submitting Department	IT
Contact Name	Laz Martinez
Contact Email & Phone	lmartinez@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 Rubicon Global, LLC 5-yr Software Maintenance and Support
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	The City selected Rubicon Global, LLC through RFP #4430-18 to provide route management and telematics solutions. This technology provides the SWM and Streets department paperless routing, navigation, route optimization, service confirmations, exception flagging, photo capabilities, vehicle reports, and additional data collection. Contract term October 1, 2024, through September 30, 2029, for a total cost of \$682,746.00 plus applicable tax. The 2023 annual cost was \$157,819.00 plus tax. The 2024 annual cost is \$136,549.20. The reduction in cost is due to renegotiating the annual costs & discounts for a 5-year period. Total 5-year reduction is \$106,349.
Summary (Background)	*use the Fiscal Impact box below for relevant financial information
Fiscal Impact	<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>\$682,746.00</u></p> <p> Current year cost: \$ 136,549.20 plus tax</p> <p> Subsequent year(s) cost: \$ 136,549.20 plus 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>4500-44200-37148-54201: \$45,061.24</p> <p>4500-45100-37148-54201: \$91,487.96</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 Fleet Asset Management software.



City of Spokane
AGREEMENT AMENDMENT
SOFTWARE SERVICES AGREEMENT

THIS FIRST AMENDMENT ("First Amendment") is between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **WASTECH CORP.**, a Delaware corporation, whose address is Routeware, Inc., 16525 SW 72nd Ave., Portland, OR 97224, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

RECITALS

A. WHEREAS, The City and Rubicon Global, LLC ("Rubicon") entered into a MASTER SOFTWARE SERVICES AGREEMENT (the "Agreement"), RFP 4430-18, dated October 1, 2018, incorporated herein by reference; and

B. WHEREAS, on May 7, 2024, Rubicon Technologies, Inc. sold certain assets and assigned the customer contracts of the Fleet Technology business, including Rubicon as defined herein, to Wastech Corp.; and

C. WHEREAS, Company assumed the rights and obligations under the Agreement upon such acquisition pursuant to September 5, 2024 letter, attached as Exhibit C;

NOW THEREFORE, the parties agree to amend the Agreement as follows:

1. PERFORMANCE. The Company will provide Solid Waste Collections Management and Telematics System in accordance with Company's September 4, 2024, Proposal, attached as Exhibit B and selected through RFP 4430-18. In the event of a discrepancy between the documents this First Amendment controls.

2. AGREEMENT TERMS. The Agreement shall be extended for a period of five (5) years, beginning October 1, 2024, through September 30, 2029, unless amended by written agreement or terminated earlier under the provisions.

3. COMPENSATION. Total compensation under this Agreement shall not exceed **SIX HUNDRED EIGHTY-TWO THOUSAND SEVEN HUNDRED FORTY-SIX AND NO/100 DOLLARS (\$682,746.00)**, payable in five annual payments of **ONE HUNDRED THIRTY-SIX THOUSAND FIVE HUNDRED FORTY-NINE AND 20/100 DOLLARS (\$136,549.20)**, plus applicable sales tax, for everything furnished and done under this Agreement. This is the maximum amount to be paid under this Agreement 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 Agreement.

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 Agreement 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 Agreement 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 Agreement shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Agreement.

9. TERMINATION. Either party may terminate the Agreement as described in Section 5, Term and Termination, of the Agreement.

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 First Amendment should become invalid, the rest of the Agreement shall remain in full force and effect.

14. STANDARD OF PERFORMANCE. The silence or omission in the Agreement 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 Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Company agrees to comply with, and to require that all subcontractors comply with, 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 Agreement. 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 Agreement, 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 First Amendment to the Agreement shall be performed under the laws of the State of Washington. Any litigation to enforce this Agreement or any of its provisions shall be brought in Spokane County, Washington.

WASTECH CORP.

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 September 4, 2024, Proposal
Exhibit C - September 5, 2024 letter

Exhibit A – Certificate Regarding Debarment

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

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

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

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

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

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

2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

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

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

EXHIBIT B



September 4, 2024

Prepared For:	City of Spokane, WA	Prepared By:	Rubicon Global, LLC
	Peggy Lund		Hurst Renner
	klund@spokanecity.org		Hurst.renner@rubicon.com
	509-625-6954		703-832-5299

This renewal proposal includes one pricing scenarios for the City of Spokane's consideration. The pricing scenario continues to include the software sufficient to meet the City's goals.

113 Subscriptions – BYOD

This pricing proposal includes:

- Unlimited access to the Rubicon Manager Portal
- 113 Base Software Subscriptions
- 113 Solid Waste Operation Subscriptions
- Ongoing account management services
- 24x7 technical support through Rubicon's online help desk
- External hosting in a secure cloud environment

5 -YEAR AGREEMENT

	Description	List Price	Discount	Customer Price
YEAR 1	Recurring Software	\$257,640.00	<i>\$(121,090.80)</i>	\$136,549.20
YEAR 2	Recurring Software	\$257,640.00	<i>\$(121,090.80)</i>	\$136,549.20
YEAR 3	Recurring Software	\$257,640.00	<i>\$(121,090.80)</i>	\$136,549.20
YEAR 4	Recurring Software	\$257,640.00	<i>\$(121,090.80)</i>	\$136,549.20
YEAR 5	Recurring Software	\$257,640.00	<i>\$(121,090.80)</i>	\$136,549.20
	TOTAL	\$1,288,200.00	<i>\$(605,454.00)</i>	\$682,746.00

Line-Item Pricing:

Rubicon's provides flexible pricing to meet each customer's needs. The following provides a break down of Rubicon's pricing SKUs included in this pricing proposal.

SKU	Description	Unit	Quantity	List Price
Base	Software - Recurring Monthly	p/vehicle	113	\$ 3,390.00
Solid Waste Operations	Software - Recurring Monthly	p/vehicle	113	\$ 18,080.00

Payment Terms:

Payment is due on an annual basis. The first payment will be due at commencement of the contract and on the yearly anniversary thereafter. Pricing is not inclusive of applicable taxes.

Software-as-a-Service Pricing:

Rubicon uses a Software-as-a-Service (SaaS) model for pricing. SaaS service models provide several advantages for the customer:

- Allow the customer to only procure as many subscriptions as needed, meaning the maximum number of drivers that will be in the field at one time.
- Reduce the costs for software licenses compared with the traditional model because service usually resides in shared or multi-user environments.
- Reduce the time spent on installation and configuration, reducing issues that complicate software deployment.
- Reduce maintenance costs; Rubicon owns the environment and splits it among all customers that use that solution.
- Supplemental, standard or product releases will be provided to City of Spokane, WA at no additional cost.

Extensions:

- The fees for any extensions or renewals beyond Year 5 may be adjusted no more than once in twelve (12) months by the percentage change between the Consumer Price Index baseline ("CPI Baseline") and the most recently available Consumer Price Index for all Urban Consumers – U.S. City Average – Services ("CPI") as published by the Bureau of Labor Statistics, at the time of the price review and adjustment. The month and year of the initial CPI Baseline are September 2024.

EXHIBIT C



16525 SW 72nd Ave.
Portland, OR 97224
www.routeware.com

(503) 906-8500 | Corporate Offices
(877) 906-8550 | Toll Free
(503) 906-8544 | Fax

September 5, 2024

Regarding: Rubicon Global, LLC technology business and Wastech Corp.

This letter shall affirm that Wastech Corp., a Delaware corporation, purchased the assets and assumed the contracts and certain liabilities of the Rubicon Global, LLC technology business known as RubiconSmartCity, effective May 7, 2024.

Effective August 23, 2024, Routeware, Inc. purchased 100% of the outstanding shares of Wastech Corp. from Rodina Capital. As a result, Wastech Corp. is now a wholly owned subsidiary of Routeware, Inc.

All the contracts and obligations ("Agreements") of the RubiconSmartCity business remain in full force and effect and are in the process of being assigned to from Rubicon Global, LLC to Wastech Corp. As a part of the acquisition on May 7, 2024, WastechCorp. has assumed all rights and obligations under all Agreements related to the Rubicon SmartCity business.

I do hereby attest that the foregoing is true, accurate and complete.

A handwritten signature in black ink, appearing to read "Tim Dahltop", is written over a horizontal line.

Tim Dahltop
Chief Financial Officer
Routeware, Inc.

Prepared For: City of Spokane, WA	Prepared By: Rubicon Global, LLC
Peggy Lund	Hurst Renner
klund@spokanecity.org	Hurst.renner@rubicon.com
509-625-6954	703-832-5299

This renewal proposal includes one pricing scenarios for the City of Spokane’s consideration. The pricing scenario continues to include the software sufficient to meet the City’s goals.

113 Subscriptions – BYOD

This pricing proposal includes:

- Unlimited access to the Rubicon Manager Portal
- 113 Base Software Subscriptions
- 113 Solid Waste Operation Subscriptions
- Ongoing account management services
- 24x7 technical support through Rubicon’s online help desk
- External hosting in a secure cloud environment

5 -YEAR AGREEMENT

	Description	List Price	Discount	Customer Price
YEAR 1	Recurring Software	\$257,640.00	<i>\$(121,090.80)</i>	\$136,549.20
YEAR 2	Recurring Software	\$257,640.00	<i>\$(121,090.80)</i>	\$136,549.20
YEAR 3	Recurring Software	\$257,640.00	<i>\$(121,090.80)</i>	\$136,549.20
YEAR 4	Recurring Software	\$257,640.00	<i>\$(121,090.80)</i>	\$136,549.20
YEAR 5	Recurring Software	\$257,640.00	<i>\$(121,090.80)</i>	\$136,549.20
	TOTAL	\$1,288,200.00	<i>\$(605,454.00)</i>	\$682,746.00

Line-Item Pricing:

Rubicon's provides flexible pricing to meet each customer's needs. The following provides a break down of Rubicon's pricing SKUs included in this pricing proposal.

SKU	Description	Unit	Quantity	List Price
Base	Software – Recurring Monthly	p/vehicle	113	\$ 3,390.00
Solid Waste Operations	Software – Recurring Monthly	p/vehicle	113	\$ 18,080.00

Payment Terms:

Payment is due on an annual basis. The first payment will be due at commencement of the contract and on the yearly anniversary thereafter. Pricing is not inclusive of applicable taxes.

Software-as-a-Service Pricing:

Rubicon uses a Software-as-a-Service (SaaS) model for pricing. SaaS service models provide several advantages for the customer:

- Allow the customer to only procure as many subscriptions as needed, meaning the maximum number of drivers that will be in the field at one time.
- Reduce the costs for software licenses compared with the traditional model because service usually resides in shared or multi-user environments.
- Reduce the time spent on installation and configuration, reducing issues that complicate software deployment.
- Reduce maintenance costs; Rubicon owns the environment and splits it among all customers that use that solution.
- Supplemental, standard or product releases will be provided to City of Spokane, WA at no additional cost.

Extensions:

- The fees for any extensions or renewals beyond Year 5 may be adjusted no more than once in twelve (12) months by the percentage change between the Consumer Price Index baseline ("CPI Baseline") and the most recently available Consumer Price Index for all Urban Consumers – U.S. City Average – Services ("CPI") as published by the Bureau of Labor Statistics, at the time of the price review and adjustment. The month and year of the initial CPI Baseline are September 2024.



< Business Lookup

License Information:

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

Entity name: RUBICON GLOBAL, LLC

Business name: RUBICON GLOBAL LLC

Entity type: [Limited Liability Company](#)

UBI #: 604-181-657

Business ID: 001

Location ID: 0001

Location: Active

Location address: 335 MADISON AVE
FL 4
NEW YORK NY 10017-4675

Mailing address: 335 MADISON AVE
FL 4
NEW YORK NY 10017-4675

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	Sep-30-2025	May-10-2018

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

Governing people	Title
RUBICON TECHNOLOGIES HOLDINGS, LLC	

Registered Trade Names

Registered trade names	Status	First issued
RUBICON	Active	Aug-24-2021

The Business Lookup information is updated nightly. Search date and time: 8/20/2024 10:11:42 AM

Contact us

How are we doing?

Take our survey!

Don't see what you expected?

Check if your browser is supported



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/10/2024

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 NFP Property & Casualty Services Inc. 45 Executive Drive Plainview NY 11803	CONTACT NAME: COMPLEX RISK NE	
	PHONE (A/C No. Ext): 516-327-2700	FAX (A/C, No):
E-MAIL ADDRESS: riskcerts@nfp.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Atlantic Specialty Insurance Company		27154
INSURER B : Endurance American Specialty Insurance Company		41718
INSURER C : Berkley Insurance Company		32603
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 2032865798 **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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		7110170740005	4/4/2024	4/4/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			7110170740005	4/4/2024	4/4/2025	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 RETENTION \$			7110170740005	4/4/2024	4/4/2025	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	4060467350005	4/4/2024	4/4/2025	<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
B C	Cyber Liability incl. Tech E&O Crime			PRO30035360001 BCCR4500386323	4/4/2024 4/4/2024	4/4/2025 4/4/2025	Each Claim/Aggregate Limit of Insurance 5,000,000 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Contractors Professional Liability - Allied World National Assurance Co. - NAIC#10690 - Policy #03112806 - Eff. Date: 4/4/2024 - Exp. Date: 4/4/2025 Limit Each Act, Error or Omission/Aggregate - \$10,000,000 - Shared Aggregate with Contractors Pollution Legal Liability - Retention - \$25,000
 Contractors Pollution Legal Liability - Allied World National Assurance Co. - NAIC#10690 - Policy #03112806 - Eff. Date: 4/4/2024 - Exp. Date: 4/4/2025 - Limit Each Occurrence/Aggregate - \$10,000,000 - Shared Aggregate with Contractors Professional Liability - Retention - \$25,000
 Certificate holder is included as an additional insured in accordance with the policy provisions of the General Liability Policy as required by written contract.

CERTIFICATE HOLDER City of Spokane, Washington 915 North Nelson Street Spokane WA 99202	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE



Agenda Sheet for City Council:

Committee: Public Safety **Date:** 10/07/2024

Committee Agenda type: Discussion

Date Rec'd

10/7/2024

Clerk's File #

OPR 2024-0892

Cross Ref #

C36467

Project #

Council Meeting Date: 10/21/2024

Submitting Dept

PUBLIC WORKS

Bid #

Contact Name/Phone

MARLENE FEIST (509) 625-6505

Requisition #

Contact E-Mail

MFEIST@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

PDILLON BWILKERSON MCATHCART

Agenda Item Name

MOU FOR RESIDENTIAL LIGHTING PROGRAM USING ARPA FUNDS

Agenda Wording

Memorandum of Understanding with Neighborhood Housing & Human Services Division, and Utility Billing regarding the Residential Lighting Program utilizing ARPA funds-\$150,000.

Summary (Background)

City Council approved \$150,000 in ARPA funds at their June 10, 2024, meeting "solely for the purpose of residential street lighting." This Memorandum of Understanding would create a program to install solar- or battery-powered motion sensor flood lights in residential areas focused on the public right of way, with an emphasis on alleys and other areas with low lighting. The program would be managed by the Office of Neighborhood Services. Credits would be processed by Utility Billing.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost

\$

Current Year Cost

\$ 150,000

Subsequent Year(s) Cost

\$

Narrative

Amount

Budget Account

Select

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	FEIST, MARLENE	<u>ACCOUNTING -</u>	MURRAY, MICHELLE
<u>Division Director</u>	FEIST, MARLENE		
<u>Accounting Manager</u>	ORLOB, KIMBERLY		
<u>Legal</u>	HARRINGTON,		
<u>For the Mayor</u>	PICCOLO, MIKE		

Additional Approvals

Distribution List

	publicworksaccounting@spokancity.org
dkinder@spokanecity.org	pbirge@spokanecity.org
amcdaniel@spokanecity.org	mmurray@spokanecity.org
myates@spokanecity.org	cmorse@spokanecity.org
mfeist@spokanecity.org	mmarroquin@spokanecity.org

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	October 7, 2024
Submitting Department	Public Works
Contact Name	Marlene Feist
Contact Email & Phone	mfeist@spokanecity.org ; (509) 625-6505
Council Sponsor(s)	Dillon, Wilkerson, Cathcart
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	Residential Lighting Program using ARPA funds
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>City Council approved \$150,000 in ARPA funds at their June 10, 2024, meeting “solely for the purpose of residential street lighting.” This MOU would create a program to install solar- or battery-powered motion sensor flood lights in residential areas focused on the public right of way, with an emphasis on alleys and other areas with low lighting.</p> <p>The goal would be to improve safety for all users of the public right of way, address crime and overall safety.</p> <p>The program would include 2 elements:</p> <ol style="list-style-type: none"> 1. A process to reimburse residents who purchase and install an appropriate light. 2. And a process to distribute and install lights who are the victims of crime, who live in high-crime areas, who are unable to purchase a light for reimbursement or who cannot install a light on their own. <p>The program would be managed by the Office of Neighborhood Services. Credits would be processed by Utility Billing. Partnerships or a subcontract may be required for the second process.</p> <p>The program would begin upon adoption of the MOU and continue until funds are expended, or no later than December 31, 2026.</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: Click or tap here to enter text.</p> <p> Current year cost: Up to \$150,000</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 checked="" type="checkbox"/> One-time <input 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 is a one-time program using ARPA dollars.</p>	

Expense Occurrence One-time Recurring N/A

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

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

- What impacts would the proposal have on historically excluded communities?
This program is designed to support neighborhoods and residents throughout the City, with a goal of enhancing safety and reducing crime.
- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?
Data on where new lighting is installed can be overlaid with geographic information related to income levels and location of under-served populations.
- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?
Data collection will attempt to determine program effectiveness.
- 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 part of the Council's ARPA strategy.

Council Subcommittee Review

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

N/A

MEMORANDUM OF UNDERSTANDING & AGREEMENT
RESIDENTIAL LIGHTING PROGRAM

THIS MEMORANDUM OF UNDERSTANDING and AGREEMENT ("MOU") is between the SPOKANE CITY COUNCIL ("COUNCIL") and the OFFICE OF NEIGHBORHOOD SERVICES ("ONS"), which is part of the City's Neighborhood Housing & Human Services Division, and UTILITY BILLING ("UB"), which is part of the City's Public Works Division.

WHEREAS, the City of Spokane is authorized to expend ARPA funds for this MOU in accordance with City of Spokane Ordinance No. C36467, passed on June 10, 2024, and

WHEREAS, that ordinance allocated \$150,000 "solely for the purpose of residential street lighting;" and

WHEREAS, adequate residential street lighting provides improved safety for all users of the public right-of-way, including motorists, cyclists and pedestrians, and can serve as a crime deterrent, and

WHEREAS, Council Members have reported that Spokane residents have expressed concerns about the lack of lighting in some areas of the public right of way, particularly in alleyways, and

WHEREAS, in partnership with residents, additional lighting can be installed, with a goal of addressing crime and overall safety, and

WHEREAS, the City desires to establish a Program intended to operate through the earlier of December 31, 2026, or when funds are exhausted, as outlined in Attachment "A", attached hereto and incorporated herein by this reference, -- Now, Therefore,

The Parties hereby agree as follows:

1. RESPONSIBILITIES OF COUNCIL.

- a. Review and approve this MOU prior to the end of 2024, encumbering the funds.
- b. Support the program by sharing educational materials and information about the program's availability as they interact with Spokane residents.

2. RESPONSIBILITIES OF ONS.

- a. Develop program materials and requirements, including, but not limited to, a list of appropriate solar- or battery-operated motion sensor flood lights, maximum reimbursement amounts for the lights, tips for correct installation, appropriate locations for installation, and program eligibility requirements.
- b. Work with the City web group to create a web page which contains the program information.
- c. Work with IT and the web group, create a portal for residents to submit receipts and proof of installation to process appropriate credits.
- d. Create and implement a robust marketing plan, using City communication channels as well as other media and education outlets, to provide residents with timely and accurate information on the eligibility and availability of the program.
- e. Work with Avista to amplify information about the City program.
- f. Review documentation submitted by residents and once approved for reimbursement credit, then provide information in an approved format to Utility Billing to add credits to approved customer accounts. (There will be no remittance of money directly to residents.)
- g. Create a process to distribute and install lights for customers who are the victims of crime, who live in high-crime areas, who are unable to purchase a light for reimbursement, or who cannot install a light on their own. A sub-contract with a separate agency may be appropriate for all or part of this work.
- h. Collect and monitor performance metrics. (Attachment A).

2. RESPONSIBILITIES OF UTILITY BILLING.

- a. Confirm and verify recipients are City utility customers and that ONS has authorized reimbursement in a form of a utility bill credit for an appropriately installed light.
- b. Develop a process to add the credits to the appropriate utility accounts and a way to display the credit on customers' utility bills.
- c. Working with Accounting, request funds from the lighting fund to cover the cost of the credits on customer utility bills.

3. PROJECT BUDGET. Attachment "A" includes a basic budget.

4. TERM. This Memorandum and Agreement shall begin upon execution of the MOU, and be in effect until all funds are exhausted, but no later than December 31, 2026.

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

6. 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 memorandum because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, 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.

7. 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 memorandum shall have or acquire any interest in the memorandum, 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 memorandum.

Dated: _____ CITY OF SPOKANE

By: _____
 Title: _____

City Council

By: _____ Date _____
 (Name) _____

Office of Neighborhood Services

By: _____ Date _____
 (Name) _____

Utility Billing

By: _____

_____ Date

(Name) _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Dated: _____

ATTACHMENT A
MEMORANDUM OF UNDERSTANDING & AGREEMENT
RESIDENTIAL LIGHTING PROGRAM

Program Outline

Goal: Install solar- or battery-powered motion sensor flood lights in residential areas in the public right of way, focusing on alleys and other areas with low lighting.

Approach:

- City of Spokane residents purchase a solar- or battery-powered motion sensor flood light from an approved list and install it.
- Installations would be limited to residential areas, per the allocation language, and to areas that light the public right of way (alley or street area).
- Using solar- or battery-powered lights would avoid the added challenge of hard-wiring the lights.
- Residents would submit a receipt for the purchase plus a photo of the light installed to the Office of Neighborhood Services with pertinent information to receive a refund.
- ONS staff would review the information and authorize reimbursement.
- Reimbursement would be in the form of a credit on their City of Spokane utility bill.
- Utility Billing would administer the credits on the bill and would be paid back through the lighting program account.
- An additional program component would be developed to get lights installed for residents who are victims of crime, who live in high crime areas, who cannot afford the upfront expense, or who need assistance with installation. This may be accomplished through partnerships developed by ONS or through the addition of a subrecipient.
- The City will track participating addresses and relevant metrics, such as: streets receiving additional residential lighting, neighborhood calls for service related to violent and property crimes, number of Crime Check calls, and number of related 311 calls.

General Budget:

Category	Amount
Marketing Plan & Materials Creation	Up to \$25,000
Purchase and installation of lights for crime victims and/or high property crime areas	Up to \$50,000
Reimbursement to citizens in the form of a utility bill credit for purchasing and installing lights	\$75,000 plus unused funds from above categories



Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 10/14/2024

Committee Agenda type: Discussion

Date Rec'd

10/8/2024

Clerk's File #

ORD C36592

Cross Ref #

Project #

Council Meeting Date: 10/21/2024

Submitting Dept

CITY COUNCIL

Bid #

Contact Name/Phone

MICHELLE X6320

Requisition #

Contact E-Mail

MMURRAY@SPOKANECITY.ORG

Agenda Item Type

Special Budget Ordinance

Council Sponsor(s)

ZZAPPONE BWILKERSON

Agenda Item Name

0320 - ARPA REALLOCATION

Agenda Wording

It is the recommendation of Administration staff and the ARPA working group to pull back \$471,004.11 thousand dollars in ARPA allocation based on project completions, timing and risk of funds not being spent down timely.

Summary (Background)

The attached Special Budget Ordinance is reallocating \$471,004.11 thousand dollars to the following: \$ 204,866.11 for additional funding need to complete fire station one HVAC \$ 6,138 for sales tax related to the WUI Fire software contract previously allocated \$ 200,000 for Latah Valley TIF analysis and subarea planning \$ 60,000 for a memory garden

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 471,004.11

Current Year Cost \$ 471,004.11

Subsequent Year(s) Cost \$ 0

Narrative

Amount

Budget Account

Expense \$ 471,004.11

1425-various

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#

Council Briefing Paper Urban Experience Committee

Committee Date	10/14/24
Submitting Department	Accounting & Grants
Contact Name	Michelle Murray
Contact Email & Phone	mmurray@spokanecity.org
Council Sponsor(s)	CP Wilkerson, CM Zappone
Select Agenda Item Type	<input checked="" type="checkbox"/> Discussion Time Requested: 5 min
Agenda Item Name	Special Budget Ordinance – ARPA Reallocation
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>It is the recommendation of Administration staff and the ARPA working group to pull back \$443,754.11 thousand dollars in ARPA allocation based on project completions, timing and risk of funds not being spent down timely. The attached Special Budget Ordinance is reallocating \$443,754.11 thousand dollars to the following:</p> <p>\$ 177,616.11 for additional funding need to complete fire station one HVAC \$ 6,138 for sales tax related to the WUI Fire software contract previously allocated \$ 200,000 for Latah Valley TIF analysis and subarea planning \$ 60,000 for a memory garden</p>
Fiscal Impact Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>Reallocation of \$ 443,754.11 thousand</u> Current year cost: Subsequent year(s) cost:	
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? ARPA encumbrances must be set by the end of 2024.	
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.) ARPA encumbrances must be set by the end of 2024 to be spent by end of 2026.	
Operations Impacts (If N/A, please give a brief description as to why) <ul style="list-style-type: none"> • What are the net impacts this adjustment will have on the specifically affected line items? Allowing repurpose of remaining ARPA dollars to align with programs available to encumber funds prior to year end. • What operational changes will occur because of this adjustment? This list is more manageable for staff and has a greater likelihood to be encumbered by end of year. 	

- What are the potential risks or consequences of not approving the budget adjustment?
If not encumbered by end of year, the potential risk is ARPA funds needing to be returned to Treasury.
- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?
This proposal aligns with the City to deliver efficient services and enhance the quality of life for its residents.

What current racial and other inequities might this special budget ordinance address?

None

ORDINANCE NO C36592

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 American Rescue Plan 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 American Rescue Plan Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Reallocate the appropriation of \$ 7,484.09 that was previously allocated for the purpose of AVI Upgrades.
- 2) Reallocate the appropriation of \$218,632.84 that was previously allocated for the purpose of procurement and outfitting of fire apparatuses.
- 3) Reallocate the appropriation of \$17,436.98 that was previously allocated for ADU Permits.
- 4) Reallocate the appropriation of \$ 6,130.41 that was previously allocated for the purpose of purchase and commissioning of a Fire Safety House.
- 5) Reallocate the appropriation of \$16,733.09 that was previously allocated for the purpose of purchasing police vehicles.
- 6) Reallocate the appropriation of \$4,187.29 that was previously allocated for the purpose of Chief Recruitment.
- 7) Reallocate the appropriation of \$30,008.09 that was previously allocated for the purpose of subarea planning for Hillyard, West Central and East Central.
- 8) Reallocate the appropriation of \$ 31,800 that was previously allocated for the purpose of Multi Cultural Centers.
- 9) Reallocate the appropriation of \$ 100,000 that was previously allocated for the purpose of Police Ombudsman
- 10) Reallocate the appropriation of \$ 11,341.32 that was previously allocated for a Behavioral Health Services Vehicle

- 11) Of the reallocated appropriation, \$177,616.11 is provided solely for Fire Capital at Station 1 for HVAC
- 12) Of the reallocated appropriation, \$ 6,138 is provided solely for sales taxes on WUI Fire software contract.
- 13) Of the reallocated appropriation, \$ 200,000 is provided solely for Latah Valley TIF analysis & sub area planning.
- 14) Of the reallocated appropriation, \$ 60,000 is provided solely for a memory garden.

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 re-allocate ARPA funding for other purposes, 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

Completed Projects						
ARPA Allocation	Amount allocated	Amount encumbered retainage payments	Reallocatio	Amount spent through 9/30/24	Amount Available	Notes
Fire Overtime 2021	\$ 1,750,000.00	\$ -		\$ 1,750,000.00	\$ -	
Swim Program	220,000.00	-		220,000.00	-	
Vaccination Clinics	29,579.63	-		29,579.63	-	
Fire Overtime 2022	3,700,000.00	-		3,700,000.00	-	
Police Overtime 2022	2,500,000.00	-		2,500,000.00	-	
AV Upgrades	246,080.98	-	(7,484.09)	237,096.89	1,500.00	Leave \$1,500 for timers in council chambers
Cultural Events	793,927.84	-		793,927.84	-	
Don Kardong Bridge	2,950,000.00	-		2,950,000.00	-	
Not For Profits	4,984,880.28	-		4,984,880.28	-	
Small Business Assistance	4,422,716.22	-		4,422,716.22	-	
Police Vehicle Use Evaluation	57,411.00	-		57,411.00	-	
Utility Assistance	4,000,000.00	-		4,000,000.00	-	
Add to Pay CBA	2,058,168.71	-		2,058,168.71	-	
Broad Band	150,000.00	-		150,000.00	-	
Legal Support	7,413.02	-		7,413.02	-	
Equity Navigators	40,447.00	-		40,447.00	-	
General Fund Expenditures	2,000,000.00	-		2,000,000.00	-	
Down Payment Assistance/Shared Equity	2,000,000.00	-		2,000,000.00	-	
Projects of Citywide Significance	818,809.51	-		818,809.51	-	
EV Stations	15,188.58	-		15,188.58	-	
Municipal Building Capital	78,078.18	-		78,078.18	-	
Employment support for Arts	1,000,000.00	-		1,000,000.00	-	
Extreme Weather	120,000.00	-		120,000.00	-	
Truck to pull firehouse	50,000.00	-		50,000.00	-	
Total	33,992,700.95	-	(7,484.09)	33,983,716.86	1,500.00	

Current Projects						
ARPA Allocation	Amount allocated	Amount encumbered		Amount spent through 9/30/24	Remaining Amount to Contract	Notes
Playground Equipment	\$ 160,000.00	\$ 7,339.44		\$ 152,660.56	\$ -	Retainage Payment waiting for release
Homeless Operations & Capital	10,124,071.00	1,966,142.55		7,420,259.48	737,668.97	Spend in 2024
Police Capital	2,374,000.00	-		2,374,000.00	-	
Fire Capital	3,707,869.00	-	(218,632.84)	3,489,236.16	-	Not encumbered...Move to Station 1 HVAC still Fire Capital
ADU Permits	90,000.00	-	(17,436.98)	72,563.02	-	
Administration	655,000.00	486.00		474,224.99	180,289.01	Remaining 2024 \$39,200 - 2025 \$140k will be spent by end of 2025
Affordable Housing	2,000,000.00	188,170.47		1,811,829.53	-	
Child Care	3,725,000.00	948,257.71		2,776,742.29	500,000.00	Applications being scored
Pre-Apprenticeship Training	400,000.00	63,105.59		336,894.41	-	On track to spend down
Parks Amenities	1,120,000.00	50,900.31		1,043,233.05	25,866.64	Parks will spend in 2024
Community Center Capital	1,500,000.00	190,328.59		551,722.69	757,948.72	Facilities assessment plan underway, master contracts
Down Payment Assistance	1,500,000.00	10,422.05		1,489,577.95	-	On track to spend down
Fire Safety House	125,000.00	-	(6,130.41)	112,369.59	6,500.00	\$6k Generator security box, wiring, and venting, \$500 for incidentals 92k is two vehicles and \$k third party commissioning, September Fleet IF bill... will exhaust these funds
Police Capital 2024	3,128,000.00	92,120.50	(16,733.09)	3,019,146.41	(0.00)	Web Developer contract with Volt, MOU needed
Language Access	259,553.00	-		69,371.52	190,181.48	First draw received \$185k rest will be paid out in 2024
Expo 74 +50	250,000.00	250,000.00		-	-	Available funds Possibly another 2k waiting to hear from Maggie
Chief Recruitment	125,000.00	7,969.33	(4,187.29)	112,843.38	-	
Higher Education	4,895,100.69	3,382,533.49		1,512,567.20	-	

Current Projects - Continued						
ARPA Allocation	Amount allocated	Amount encumbered		Amount spent through 9/30/24	Remaining Amount to Contract	Notes
Sub Area Planning	1,000,000.00	450,765.88	(30,008.09)	219,226.03	300,000.00	SEVA contract in onbase for urban experience \$339,200 East Central \$300k West Central leaving \$30,008.09 available.
Youth Behavior Health	1,700,000.00	-		1,300,000.00	400,000.00	Award recommendations coming to OCT F & A
Neighborhood Business Districts	2,500,000.00	-		12,750.00	2,487,250.00	Award to recommed 2.4 with \$60k for NhhS staff and additional admin
Multi Cultural Centers	931,800.00	900,000.00	(31,800.00)	-	-	Award recommendations accepted... remaining available \$31.8k
Property Acquisition	1,876,233.00	-		-	1,876,233.00	Contractual services for housing model
Municipal Criminal Justice	550,000.00	-		-	550,000.00	Need MOU with Courts, billings for July 1-Aug 23 in progress
Youth Sports	250,000.00	-		-	250,000.00	Scoring in progress
Clean & Safe	503,576.36	253,576.36		-	250,000.00	Remaining \$250k awarded to Career Path, Oct F & A
East Sprague Improvement Dist	14,000.00	14,000.00		-	-	Contract amendment processed
Residential Street Lighting	150,000.00	-		-	150,000.00	MOU on public safety 10/7/24
Alleyway Activation	166,000.00	166,000.00		-	-	
Downtown Housing Study	50,000.00	50,000.00		-	-	
Police Omsbudsman	100,000.00	-	(100,000.00)	-	-	Waiting on direction from administration
Behavioral Health Services Vehicle	100,000.00	605.00	(11,341.32)	60,473.81	27,579.87	Sales tax as it was purchased out of state \$ 5,579.87, 22k for commissioning
Campaign Working Families	250,000.00	130,000.00		-	120,000.00	3 coordinator contracts encumbered.
Spokane Public Schools	200,000.00	200,000.00		-	-	MOU at legislation 9/23/24
Fire Station 1 Capital	300,000.00	-	177,616.11	-	477,616.11	Bids came in at \$526,093.95 remaining \$48,477.84 to be absorbed by facilities
Cannon Hill Park Pond	150,000.00	-		-	150,000.00	Parks procuring. Expected to have under contract in Nov.
WUI Fire Contract	68,200.00	39,444.00		-	34,894.00	Need to find sales tax. Contract is for \$68.2 plus sales tax
Latah Valley TIF analysis & subarea planning	-	-		200,000.00	200,000.00	In scope of existing RFP, need to amend contract
Memory Garden	-	-		60,000.00	60,000.00	Parks would be procuring this work
Total	46,998,403.05	9,362,167.27	(0.00)	27,911,692.07	7,073,572.98	

	\$ 80,991,104.00		\$ 61,895,408.93		
	80,991,104.00		61,644,029.53		
Difference	\$ -		\$ 251,379.40		Pending transfer to 5902 & 5903 Police & fire Capital
	\$ -				



Agenda Sheet for City Council:

Committee: Public Safety **Date:** 10/07/2024

Committee Agenda type: Discussion

Date Rec'd

10/7/2024

Clerk's File #

ORD C36593

Cross Ref #

Project #

Council Meeting Date: 10/21/2024

Submitting Dept

FINANCE, TREASURY & ADMIN

Bid #

Contact Name/Phone

MATT BOSTON X6820

Requisition #

Contact E-Mail

MBOSTON@SPOKANECITY.ORG

Agenda Item Type

Special Budget Ordinance

Council Sponsor(s)

PDILLON BWILKERSON MCATHCART

Agenda Item Name

0410-SBO PUBLIC SAFETY PERSONNEL FUND USE

Agenda Wording

In order to get back to the original spirit of the fund, and put it on a sustainable path, it is requested, at this time, that all PD positions be transferred to the General Fund's Police department.

Summary (Background)

In December 2018 the City of Spokane Council resolved to ask the people for a permanent single year levy lid left for hiring police and fire personnel in a February 2019 special election. The people approved the request and in July 2019, the Public Safety Personnel and Crime Reduction Fund was established. The fund was to receive all tax levy funds for the purpose of hiring additional police and fire personnel and funding crime reduction programs.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? NO

Total Cost \$ 3,119,373

Current Year Cost \$ 3,119,373

Subsequent Year(s) Cost \$ half of available funding to PD

Narrative

2024 YTD costs will also be moved as will the estimated budget of the lowest paid 32 PD positions.

Amount

Budget Account

Expense \$ -3,119,373

1625-salary/benefits

Revenue \$ 3,119,373

0680-operating transfer in

Expense \$ 3,119,373

0680-salary/benefits

Expense \$ 3,119,373

1625-operating transfer out

\$

#

\$

#

Council Briefing Paper

Public Safety & Community Health Committee

Committee Date	October 7, 2024
Submitting Department	Finance
Contact Name	Matt Boston
Contact Email & Phone	mboston@spokanecity.org 509-625-6820
Council Sponsor(s)	Dillon, Wilkerson, Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Discussion Time Requested: 10min
Agenda Item Name	Special Budget Ordinance – Public Safety Personnel Fund Use
Grant Item	<input type="checkbox"/> Yes <input checked="" 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>In December 2018 the City of Spokane Council resolved to ask the people for a permanent single year levy lid left for hiring police and fire personnel in a February 2019 special election. The people approved the request and in July 2019, the Public Safety Personnel and Crime Reduction Fund was established. The fund was to receive all tax levy funds for the purpose of hiring additional police and fire personnel and funding crime reduction programs.</p> <p>Since the establishment of the fund there has been constant confusion surrounding <i>how</i> the funding should be used. At that time, all vacant PD and FD positions were housed in this fund which created not only an extreme admin burden, but also a situation where all salary savings was being reaped by a fund that did not benefit from it. Over time, to reduce the admin burden and allow the General Fund and Fire/EMS fund to receive the benefit of some salary savings, a small sub-set of positions remained in the fund, filled or not; they were simply viewed as an extension of the PD and FD authorized FTE.</p> <p>Also, over time, Municipal Court requested to use the fund for the ambiguous “crime reduction” purpose. In 2023 Council approved a million dollar pilot program for Community Justice Services to be housed in this fund using fund balance. Additionally, some PD dispatch personnel were added due to service level changes between SPD and SREC. Ultimately, the CJS program was moved to the General Fund, but both events have negatively impacted the fund and it must be re-evaluated.</p> <p>In order to get back to the original spirit of the fund, and put it on a sustainable path, it is requested, at this time, that all PD positions be transferred to the General Fund’s Police department. 2024 YTD costs will also be moved as will the estimated budget of the lowest paid 32 PD positions.</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>\$3,119,373</u></p> <p style="padding-left: 40px;">Current year cost: \$3,119,373</p> <p style="padding-left: 40px;">Subsequent year(s) cost: fund will transfer out approximately half of available funding to PD</p>	

Funding Source One-time Recurring N/A

Specify funding source: Program revenue

Is this funding source sustainable for future years, months, etc? Yes, a permanent single-year levy lid lift never expires or reverts.

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 are the net impacts this adjustment will have on the specifically affected line items?

Salary and employee benefit budget lines will be reduced in this fund and transferred to an operating transfer-out budget line for ultimate transfer to the General Fund's Police department budget. The Police department's budget will increase to absorb the transfer of 32 positions.

- What operational changes will occur because of this adjustment?

There will be no operational changes as the PD positions in this fund have always been viewed as belonging to the PD.

- What are the potential risks or consequences of not approving the budget adjustment?

By not approving this transfer, the Public Safety Personnel Fund will continue to operate at a deficit and eventually become defunct.

- 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?

Ultimately, this is being done to resolve the Citywide budget deficit and true-up this fund's operations to the original intent.

What current racial and other inequities might this special budget ordinance address?

N/A – this is a change in budget treatment

ORDINANCE NO C36593

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 Public Safety Personnel & Crime Reduction Fund and the General Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

- 1) Remove 16 classified Police Officers (from 16 to 0).
- 2) Remove one classified Senior Police Officer (from 1 to 0).
- 3) Remove one classified Mental Health Coordinator (from 1 to 0).
- 4) Remove two classified Parking Enforcement Spec I (from 2 to 0).
- 5) Remove four classified Police Records Specialist (from 4 to 0).
- 6) Remove six classified Police Radio Dispatcher I (from 6 to 0).
- 7) Remove two classified Police Radio Dispatcher II (from 2 to 0).

- 8) Decrease appropriation by \$3,119,373.
 - A) Of the decreased appropriation, \$3,119,373 is removed from base wages and employee benefits.

- 9) Increase appropriation by \$3,119,373.
 - A) Of the increased appropriation, \$3,119,373 is provided solely for an operating transfer-out to the General Fund's Police department.

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

- 1) Add 16 classified Police Officers (from 76 to 92).
- 2) Add one classified Senior Police Officer (from 106 to 107).
- 3) Add one classified Mental Health Coordinator (from 0 to 1).
- 4) Add two classified Parking Enforcement Spec I (from 0 to 2).
- 5) Add four classified Police Records Specialist (from 20 to 24).
- 6) Add six classified Police Radio Dispatcher I (from 4 to 10).
- 7) Add two classified Police Radio Dispatcher II (from 2 to 4).

- 8) Increase revenue by \$3,119,373.
 - A) Of the increased revenue, \$3,119,373 is provided solely for an operating transfer-in from the Public Safety Personnel & Crime Reduction Fund.

- 9) Increase appropriation by \$3,119,373.
 - A) Of the increased appropriation, \$3,119,373 is provided solely for base wages and employee benefits.

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 transferring the Police FTE and the associated personnel budget from the Public Safety Personnel & Crime Reduction Fund to the General Fund, 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: Urban Experience **Date:** 10/14/2024

Committee Agenda type: Discussion

Date Rec'd

10/8/2024

Clerk's File #

ORD C36594

Cross Ref #

Project #

Council Meeting Date: 10/21/2024

Submitting Dept

CITY COUNCIL

Bid #

Contact Name/Phone

GIACOBBE 6715

Requisition #

Contact E-Mail

GBYRD@SPOKANECITY.ORG

Agenda Item Type

Emergency Ordinance

Council Sponsor(s)

BWILKERSON ZZAPPONE

Agenda Item Name

0320- REPEAL OF ADU PERMIT FEE WAIVERS

Agenda Wording

An ordinance repealing reduced fees for construction of accessory dwelling units; amending sections 08.02.031 and 08.02.066 of the Spokane Municipal Code.; and declaring an emergency.

Summary (Background)

On November 15, 2021, the Spokane City Council passed Ordinance C36132 which reduced fees for construction of accessory dwelling units ("ADUs"). The costs associated with the ADU fee waivers that were adopted by Ordinance have been and are currently funded by American Rescue Plan Act (ARPA) funding. To avoid losing access to the ARPA funds originally allocated to ADU waivers, there is a need to re-allocate those ARPA funds before the end of 2024, which process is likely to take 30-60 days.

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

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

\$

#

\$

#

Committee Briefing Paper

Urban Experience Committee

Committee Date	10/14/2024
Submitting Department	City Council
Contact Name	Giacobbe Byrd
Contact Email & Phone	gbyrd@spokanecity.org
Council Sponsor(s)	Zappone, Wilkerson
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Repeal of ADU Permit Fee Waivers
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>On November 15, 2021, the Spokane City Council passed Ordinance C36132 which reduced fees for construction of accessory dwelling units (“ADUs”).</p> <p>The costs associated with the ADU fee waivers that were adopted by Ordinance C36132 have been and are currently funded by American Rescue Plan Act (ARPA) funding.</p> <p>To avoid losing access to the ARPA funds originally allocated to ADU waivers, there is a need to re-allocate those ARPA funds before the end of 2024, which process is likely to take 30-60 days.</p> <p>To preserve access to the ARPA funds, the city council must act quickly to amend the Spokane Municipal Code to terminate the ADU waiver program before December 31, 2024.</p> <p>The need to terminate the ADU waiver program is sudden, unexpected, and requires immediate action to prevent or mitigate the threat of loss of ARPA funds for other possible uses before the end of 2024, and the normal course of legislative procedures of the City Council will not result in a timely termination of the ADU waiver program and reallocation of the ARPA funds.</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: Subsequent year(s) cost:	
Narrative: <u>There is currently \$17,436.98 in ARPA funding allocated to this fee waiver program. With the repeal of this fee waiver, the funding can be re-allocated.</u>	
Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" 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 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 ADU fee waiver program was originally intended to incentivize increased housing in the City of Spokane. If this section of code is repealed, the funds used to pay for this fee waiver could be re-allocated for another purpose. However, the impacts to historically excluded communities of that potential re-allocation is not known at this time.
- 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?
There is no plan to collect this kind of data regarding this repeal.
- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?
The amount of ADUs that were built when this fee waiver was in place could be analyzed compared to when the waiver was not in place/repealed.
- 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 could align with a potential re-allocation of ARPA funding.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.
This proposal was not reviewed by a council subcommittee because the repeal is sudden, unexpected, and requires immediate action.

ORDINANCE NO. C36594

An ordinance repealing reduced fees for construction of accessory dwelling units; amending sections 08.02.031 and 08.02.066 of the Spokane Municipal Code.; and declaring an emergency.

WHEREAS, the Spokane City Council passed Ordinance C36132 on November 15, 2021, reducing fees for construction of accessory dwelling units (“ADUs”); and

WHEREAS, the costs associated with the ADU fee waivers that were adopted by Ordinance C36132 are currently funded by American Rescue Plan Act (ARPA) funding; and

WHEREAS, to avoid losing access to the ARPA funds originally allocated to ADU waivers, there is a need to re-allocate those ARPA funds before the end of 2024, which process is likely to take 30-60 days; and

WHEREAS, to preserve access to the ARPA funds, the city council must act quickly to amend the Spokane Municipal Code to terminate the ADU waiver program before December 31, 2024; and

WHEREAS, it is the Council’s intention to also repeal all of the General Facilities Charge fee waivers associated with ADUs, which are found in paragraphs 6.1, 6.1.1, and 6.1.2 of public rule 5200-23-01; and

WHEREAS, the need to terminate the ADU waiver program is sudden, unexpected, and requires immediate action to prevent or mitigate the threat of loss of ARPA funds for other possible uses before the end of 2024; and

WHEREAS, the normal course of legislative procedures of the City Council will not result in a timely termination of the ADU waiver program and reallocation of the ARPA funds; and

WHEREAS, this ordinance is necessary for the immediate preservation of the public peace, health or safety or for the immediate support of City government and its existing public institutions,

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That section 08.02.031 of the Spokane Municipal Code is amended to read as follows:

Section 08.02.031 Building Code

A. Building Permit.

Building permit fees are based on the value of the work to be done as follows:

VALUE OF WORK

(in dollars)

FEE

(in dollars)

1 – 500

28.00

501 - 2,000

28.00 plus 3.00 for each 100 over 500

2,001 - 25,000

73.00 plus 13.00 for each 1,000 over 2,000

25,001 - 50,000

372.00 plus 10.00 for each 1,000 over 25,000

50,001 - 100,000

622.00 plus 7.00 for each 1,000 over 50,000

100,001 - 500,000

972.00 plus 5.00 for each 1,000 over 100,000

500,001 - 1,000,000

2,972.00 plus 4.00 for each 1,000 over 500,000

1,000,001 - 99,999,999

4,972.00 plus 3.00 for each 1,000 over 1,000,000

B. Valuation.

1. The value of construction for purposes of calculating the amount of the fee is determined by using the:

- a. most current building valuation data from the International Code Council (ICC) as published and updated by the ICC twice annually;
or
 - b. contract valuation, whichever is greater.
2. "Gross area" when used in conjunction with the ICC building valuation data to determine valuation of a project is the total area of all floors, measured from the exterior face, outside dimension, or exterior column line of a building, including basements and balconies but excluding unexcavated areas.
3. The fee is based on the highest type of construction to which a proposed structure most nearly conforms, as determined by the building official.
4. For roofing permits, the value is determined to be:
 - a. one hundred fifty dollars per square for recovering roofs;
 - b. two hundred dollars per square for roofing projects when existing layers of roofing are torn off and a new layer is installed;
 - c. two hundred fifteen dollars per square for roofing projects when existing layers of roofing are torn off, new sheeting is installed, and a new layer of roof is installed;
 - d. or the contract valuation if it is greater.

C. Building Plan Review.

1. Plan review fees are sixty-five percent of the building permit fee as calculated from the table rounded up to the next whole dollar amount for:
 - a. all commercial building permits;
 - b. all industrial building permits;
 - c. all mixed use building permits; and
 - d. new multi-family residences with three or more units.
2. Plan review fees are one hundred percent of the building permit fee as calculated from the table for fast-track projects.

3. Plan review fees are twenty-five percent of the building permit fee as calculated from the table rounded up to the next whole dollar amount for new:
 - a. single-family residences; and
 - b. duplexes.
4. Plan review fees are twenty-five dollars for:
 - a. new buildings that are accessory structures for single-family residences and duplexes to include garages, pole buildings, greenhouses, sheds that require a permit, etc.; and
 - b. additions to existing single family residences and duplexes to include living space, garages, sunrooms, decks, etc.
5. Plan review fees for additional review required by changes, additions, or revisions to plans are seventy-five dollars per hour or fraction thereof.
6. The building official may elect to assess plan review for remodeling single family residences and duplexes when required. This amount will ~~((be))~~ not be higher than the twenty-five percent of the building fee as calculated in the table rounded to the nearest whole dollar charged on a new single-family residence or duplex.

D. Demolition

Demolition permit fees are:

1. Single-family residence, duplex and accessory structures: Thirty-five dollars each.
2. Other structures: Thirty-five dollars for every thousand square feet, to a maximum fee of three hundred fifty dollars.
3. The processing fee is twenty-five dollars.
4. For historic landmarks and contributing buildings within an historic district or located within the Downtown Boundary Area: five hundred dollars.
5. All demolition permit fees received by the city are to be deposited in the historic preservation incentives fund established by [SMC 07.08.152](#).

E. Fencing.

1. The permit fee is twenty dollars per one hundred linear feet, or fraction thereof.
2. The processing fee and review fee is twenty-five dollars.

F. Grading.

1. Grading permit fees are as follow:

VOLUME

(in cubic yards)

FEE

(in dollars)

100 or less

28.00

100 - 1,000

28.00 plus 12.00 for each 100 over 100

1,001 - 10,000

136.00 plus 10.00 for each 1,000 over 1,000

10,001 - 100,000

226.00 plus 45.00 for each 10,000 over 10,000

100,001 and more

631.0 lus 25.00 for each 10,000 over 100,000

2. Grading plan review fees are as follow:

VOLUME

(in cubic yards)

FEE

(in dollars)

50 or less

None

51 – 100

20.00

101 - 1,000

25.00

1,001 - 10,000

35.00

10,001 - 100,000

35.00 plus 17.00 for each 10,000 over 10,000

100,001 - 200,000

188.00 plus 10.00 for each 10,000 over 100,000

200,001 and more

288.0 plus 5.00 for each 10,000 over 200,000

3. Failure to obtain a grading permit is a class one infraction under [SMC 1.05.150](#).
4. The processing fee is twenty-five dollars.

G. Sign Permits.

1. Sign permit fees are:
 - a. thirty dollars for each wall sign, projecting sign and incidental sign;
or
 - b. seventy-five dollars for each pole sign, including billboards and off-premises signs.
2. The building services plan review fee is fifty dollars and is in addition to the sign permit fee for pole signs in excess of one hundred square feet or more than thirty feet high.
3. The planning services review fee is fifty dollars for all signs.
4. The processing fee is twenty-five dollars.

H. Factory-built Housing.

1. The installation fee for factory-built housing is fifty dollars per section.
2. A foundation or basement requires a separate building permit.
3. Decks, carports and garages require a separate building permit.
4. The development services review fee is fifty dollars.
5. The processing fee is twenty-five dollars.

I. Manufactured (Mobile) Home.

1. The installation fee for a manufactured (mobile) home is fifty dollars per section.
2. A basement requires a separate building permit.
3. Decks, carports and garages require a separate building permit.
4. The development services review fee is fifty dollars.
5. The processing fee is twenty-five dollars.

J. Temporary Structures.

Permit fees for temporary structures are:

1. One hundred dollars for the first one hundred eighty days; and
2. Five hundred dollars for the second one hundred eighty days.
3. No third session will be allowed.
4. The development services review fee is fifty dollars.
5. The processing fee is twenty-five dollars.

K. Relocation.

1. The fee for a building relocation inspection for bond determination is seventy- five dollars.
2. The development services review fee is fifty dollars.
3. The processing fee is twenty-five dollars.

4. Any repairs or alterations required for relocation are handled by various building permits and the fees for such building permits are in addition to the relocation permit fee.

L. Early Start and Fast Track Approval.

The fee for an early start or fast track building permit approval is twenty-five percent of the building permit fee rounded to the next whole dollar amount and is in addition to any other required fees.

M. Certificate of Occupancy.

1. There is no separate fee for the issuance of a certificate of occupancy following final inspection under a permit so long as the fee for the permit is at least fifty dollars; otherwise, the minimum fee for a building permit and certificate of occupancy is fifty dollars plus a twenty-five dollar processing fee.
2. The fees for the issuance of a certificate of occupancy not resulting from work done under permit are as provided in [SMC 8.02.060](#).
3. The building official will assess a fee not to exceed one hundred percent of the building permit fee for the issuance or extension of any temporary certificate of occupancy. The minimum fee will be:
 - a. two hundred twenty-five dollars plus a twenty-five dollar processing fee when the building permit fee exceeds this amount;
 - b. equal to the amount of the building permit fee when the building permit fee is less than two hundred fifty dollars.

N. Swimming Pools.

1. The building and plumbing permit fee for a swimming pool is:
 - a. seventy-five dollars for those accessory to a single-family residence; and
 - b. one hundred dollars for all others.
2. The planning services review fee is twenty-five dollars.
3. The processing fee is twenty-five dollars.
4. Mechanical, electrical and fence permits are additional.

O. Parking Lot and Site Work Permits.

The fee for a site work permit is charged in accordance with the fee table in subsection (A) of this section.

P. Reinspections.

The fee for reinspections for work that was not ready, or corrections previously identified but remain uncorrected, or site not accessible is seventy-five dollars per incident.

Q. Inspections Outside Normal Inspector Working Hours.

The fee for inspections outside normal inspector working hours is seventy-five dollars per hour or fraction of an hour. A minimum of two hours is payable at the time the request is made and before an inspection can be scheduled.

R. Work Done Without a Permit/Investigation Fees.

Where work has commenced without first obtaining the required permit(s), a work without permit fee equivalent to the greater of:

1. twice the inspection fee, or
2. the permit fee plus one hundred fifty dollars, must be paid prior to the issuance of the permit(s).

S. Safety Inspections.

The fees for safety inspections are:

1. Commercial Buildings: Seventy-five dollars per hour or fraction of an hour with a prepaid minimum of one hundred fifty dollars.
2. Single-family Residence – Electrical only: Seventy-five dollars.
3. Single-family Residence – Two or more trade categories: One hundred fifty dollars.
4. Two-family Residence: One hundred seventy-five dollars.
5. Multifamily – Three to six units: Two hundred fifty dollars.
6. Multifamily – Seven to fifty units: Two hundred fifty dollars plus twenty-five dollars for each unit over six.

7. Multifamily – Over fifty units: One thousand three hundred fifty dollars plus ten dollars for every unit over fifty.
8. Electrical Service Reconnect - Residence - Twenty-five dollars
9. Electrical Service Reconnect - Commercial - Fifty dollars
10. Processing fee: Twenty-five dollars.

T. Recording Fee Use of Public Right-of-way and Large Accessory Building Agreement.

The property owner shall be charged a pass-through fee equal to the amount assessed by Spokane County when erecting a fence, retaining wall or other structure in a public right-of-way. This is a recording fee for the acknowledged agreement whereby the property owner covenants to remove the encroachment upon notice by the City. An additional twenty-five dollar processing fee is required when a permit is not issued in conjunction with the recording.

U. Expired Permits Over Six Months.

1. Building Permits.

- a. No inspections have been made: Permits require full resubmittal, and if a commercial project, plan review. Original valuation shall be contained in description of new permit.
- b. Footings and foundations only have been inspected and approved: Minimum of seventy-five percent of the original assessed permit fee plus new processing fees. Original valuation shall be contained in description of new permit.
- c. All rough-in inspections approved: Minimum of twenty-five percent of original permit fee plus new processing fees. Original valuation shall be contained in description of new permit.
- d. Additional work done not on original permit: New valuation shall be calculated based upon either square footage if new construction, or valuation if remodel.

2. Plumbing Permits.

- a. No inspections: A full new permit for all fixtures is required.

- b. Partial inspections approved: If water tests, top outs and ground plumbing have been approved, then twenty-five percent of the original itemized permit fees plus new processing fee.

3. Mechanical Permits.

- a. No inspections: A full new permit is required.
- b. Partial inspections: If all rough-in inspections and air tests have been approved, then twenty-five percent of the original permit fee plus new processing fee.

4. Electrical Permit.

- a. No inspections: A full new permit is required.
- b. Partial inspections: If all rough-in inspections and service inspections have been approved, then twenty-five percent of the original fees plus new processing fee.

V. Processing Fee.

In addition to all of the fees identified in [SMC 8.02.031](#), the processing fee for each permit is twenty-five dollars, unless specifically stated otherwise.

~~((W. Temporary Accessory Dwelling Unit (ADU) Fee Waivers.~~

- ~~1. In response to the ongoing local and national housing crisis, the City Council has decided to provide relief to residents and businesses by waiving all applicable fees within this section 08.02.031 associated with the construction of ADUs on lots located at least partially within ½ mile of a Center or Corridor, Context Area, or Downtown zone or CC3 zoning overlay. Distances are measured in a straight line between the zone/overlay boundary to the lot line of the site containing the development.~~
- ~~2. The fee waiver described in this subsection 08.02.031(W) shall expire at 5:00 p.m. on December 31, 2024.)~~

~~((X))~~ W. Solar Permits.

- 1. For single-family residence, duplex, and associated accessory structure installations and modifications eligible for review under the adopted International Residential Codes.
 - a. Plan Review: seventy-five dollars

- b. SFRD Inspection Fee: one hundred fifty dollars
 - c. Electrical Service Fee: assessed in accordance with [SMC 08.02.032\(C\)\(2\)](#).
2. For all other installations and alterations.
- a. Plan Review Fee: sixty-five percent of the MFCOM Inspection Fee.
 - b. MFCOM Inspection Fee: calculated based on the table included in Section 08.02.031(A).
 - c. Electrical Service Fee: assessed in accordance with [SMC 08.02.032\(C\)\(2\)](#).
3. Additional electrical fees in accordance with [SMC 08.02.032](#).
4. Energy Storage Systems: fifty dollars.

Section 2. That section 08.02.066 of the Spokane Municipal Code is amended to read as follows:

Section 08.02.066 Zoning

Unless an action is initiated by the city council, the fees for approvals under the zoning code are:

- A. Staff preparation of a notification district map and associated documents: One hundred fifty dollars.
- B. Type I application: One thousand eighty-five dollars. In the case of building and construction permit applications, the fee is based on Article III of this chapter.
- C. Type II application, except preliminary short plats with minor engineering review: Four thousand three hundred twenty-five dollars plus sixty dollars per each additional acre.
- D. Type II application for preliminary short plats with minor engineering review: One thousand eighty-five dollars.
- E. Type III application: Four thousand five hundred ninety dollars plus one hundred ten dollars per each additional acre.
- F. Site plan review and/or modification: Eight hundred fifteen dollars plus five hundred fifty dollars per each additional increment of ten acres of site or portion thereof.

G. Optional consolidated project review: Four thousand three hundred twenty-five dollars plus two hundred fifteen dollars for each additional acre.

H. Planned unit development bonus density or final planned unit development:

1. Bonus density: Additional eight hundred eighty dollars if bonus density is sought.
2. Final planned unit development: Three thousand two hundred ninety-five dollars.

I. Any temporary use permit: Six hundred seventy-five dollars.

J. Floodplain development permit: Nine hundred dollars plus fifty-five dollars per each additional acre.

K. Establishment of a front yard setback that is more or less than the depth required by the zoning code: Eight hundred ten dollars.

L. Accessory dwelling unit permit: Six hundred fifty-five dollars.

~~((1. In response to the ongoing local and national housing crisis, the City Council has decided to provide relief to residents and businesses regarding accessory dwelling unit (ADU) applications by waiving the permit fees for the construction of ADUs on lots located at least partially within ½ mile of a Center or Corridor, Context Area, or Downtown zone or CC3 zoning overlay. Distances are measured in a straight line between the zone/overlay boundary to the lot line of the site containing the development. This fee waiver shall expire at 5:00 p.m. on December 31, 2024.))~~

M. Formal written interpretation of the zoning code: Five hundred eighty dollars.

N. Any other matter not listed above that requires a public hearing before the hearing examiner: One thousand eight hundred ninety-five dollars.

O. A fee of eighty-five dollars per hour may be charged to cover the cost of a particular planning staff service for the applicant that greatly exceeds the above fee or is not covered by the fees listed above.

P. Short Term Rental Permit – In residential zones: Two hundred dollars. The annual renewal for a short-term rental unit in a residential zone is one hundred dollars.

Q. Short Term Rental Permit – In all other zones: three hundred dollars. The annual renewal for a short-term rental unit in zones, except residential, is one hundred fifty dollars.

Section 3. Public Rule Nullified. To the extent it is inconsistent with this ordinance, Public Rule 5200-23-01 is nullified and of no further force or effect.

Section 4. 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 5. 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.

Section 6. Emergency Findings. Pursuant to Section 01.01.080 Spokane Municipal Code, the City Council declares that an urgency and emergency exists such that this ordinance is needed for the immediate preservation of the public peace, health, or safety, and/or for the immediate support of City government and its existing public institutions, and that because of such need, this ordinance shall be effective immediately under Section 19 of the City Charter, upon the affirmative vote of five members of the City Council.

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:** 06/10/2024

Committee Agenda type: Discussion

Date Rec'd 6/11/2024

Clerk's File # ORD C36120

Cross Ref #

Project #

Council Meeting Date: 06/24/2024

Submitting Dept DEVELOPMENT SERVICES CENTER

Bid #

Contact Name/Phone ELDON BROWN 509-625-6305

Requisition #

Contact E-Mail EBROWN@SPOKANECITY.ORG

Agenda Item Type Final Reading Ordinance

Council Sponsor(s) ZZAPPONE KKLITZKE

Agenda Item Name FINALIZING VACATION ORDINANCE C-36120

Agenda Wording

Proposing to send to City Council for final reading of the ordinance.

Summary (Background)

On October 25, 2021, right-of-way vacation ordinance C-36120 for the VOA Hope House passed (subject to conditions) and the ordinance was read for the first time. Since that time, the applicant has come to an agreement with the adjoining neighbors regarding how striping, signing, and parking will be accomplished and enforced along the west curblineline of Adams St.

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

PALMQUIST, TAMI

Division Director

MACDONALD, STEVEN

Accounting Manager

ORLOB, KIMBERLY

Legal

SCHOEDEL, ELIZABETH

For the Mayor

PICCOLO, MIKE

Additional Approvals

Distribution List

smacdonald@spokanecity.org

tpalmquist@spokanecity.org

ebrown@spokanecity.org

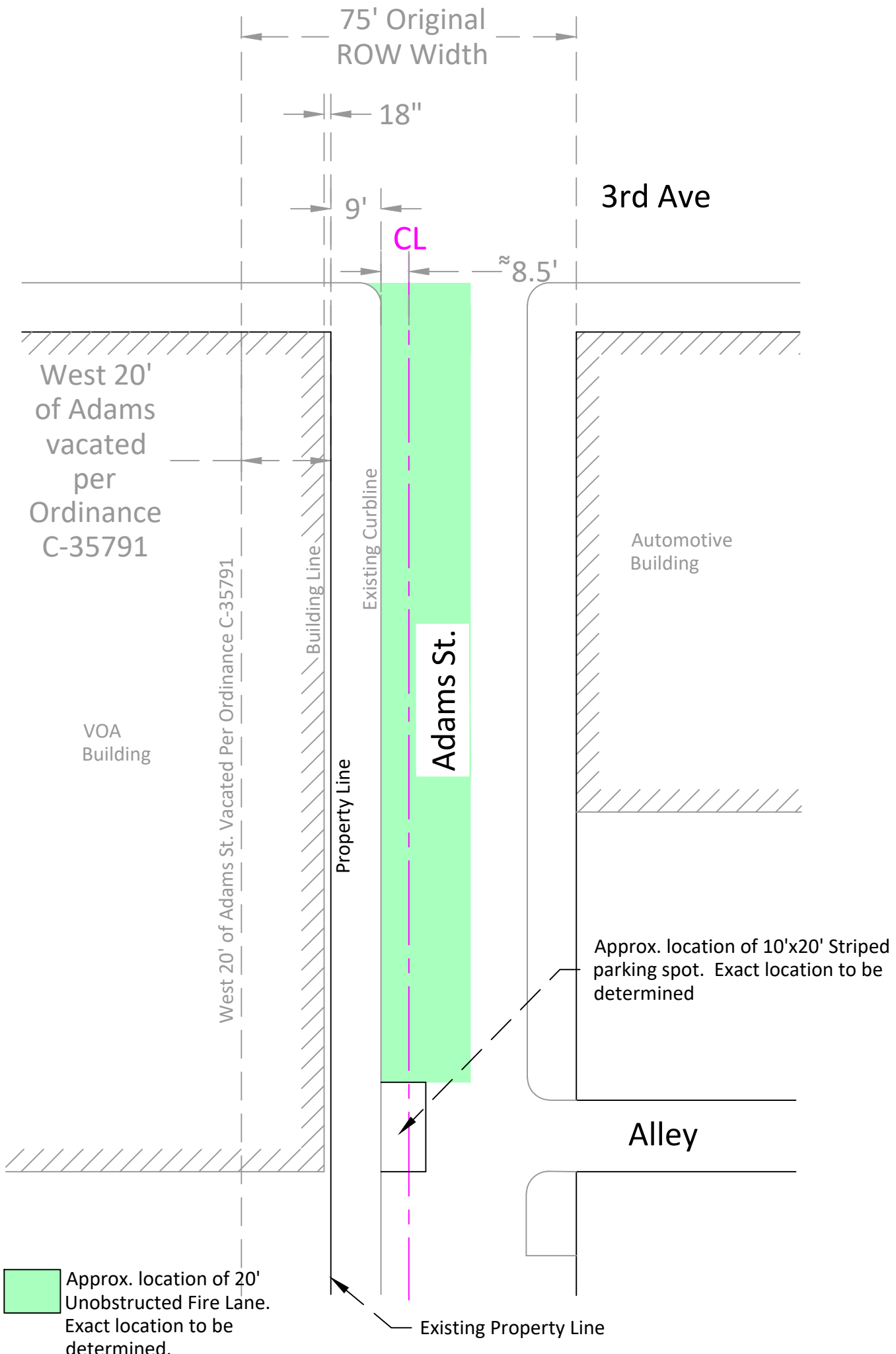
edjohnson@spokanecity.org

kkuchlenz@spokanecity.org

erivera@spokanecity.org

Committee Agenda Sheet [Urban Experience Committee]

Submitting Department	Development Services
Contact Name & Phone	Eldon Brown – 509-625-6305
Contact Email	ebrown@spokanecity.org
Council Sponsor(s)	TBD
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: <u>10 Mins</u>
Agenda Item Name	Finalizing Vacation Ordinance C-36120
Summary (Background)	<p>On October 25, 2021, right-of-way vacation ordinance C-36120 for the VOA Hope House passed (subject to conditions) and the ordinance was read for the first time.</p> <p>Since that time, the applicant has come to an agreement with the adjoining neighbors regarding how striping, signing, and parking will be accomplished and enforced along the west curblineline of Adams St.</p>
Proposed Council Action & Date:	Proposing to send to City Council for final reading of the ordinance.
Fiscal Impact: Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? 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? NA	



Approx. location of 20' Unobstructed Fire Lane. Exact location to be determined.

TRANSMITTAL OF FIRST READING ORDINANCE

DATE: November 17, 2021

TO: Erik Johnson
Engineering Services

Clerk's File No.
ORD C36120

FROM: Terri Pfister, City Clerk

RE: Vacation of Adams Street from the south line of Third Avenue

Attached is a copy of Ordinance C36120 for the vacation of:

the east 55 feet of Adams Street from the south line of Third Avenue to the north line of I-90, together with the alley between Third Avenue and I-90, from the east line of Adams Street to the west line of Jefferson Street.

This ordinance was read for the first time on October 25, 2021, and will be read for the final time when the necessary conditions have been met and this transmittal, signed and dated by the Engineering Services Director, is returned to the City Clerk's Office.



City Clerk

11/17/2021

Date

Precedent conditions have been met and Ordinance C36120 is hereby returned for Final Reading.



Principal Engineer – Developer Services

Dated: 6/13/24



OFFICE OF THE CITY CLERK
808 W. SPOKANE FALLS BLVD.
SPOKANE, WASHINGTON 99201-3342
509.625.6350

October 25, 2021

City Clerk File No.:
ORD C36120

COUNCIL ACTION MEMORANDUM


RE: HEARING ON THE VACATION OF ADAMS STREET AND THE NEARBY ALLEY BETWEEN THIRD, I-90, ADAMS, AND JEFFERSON, AS REQUESTED BY THE VOLUNTEERS OF AMERICA HOPE HOUSE

During its 6:00 p.m. Legislative Session held virtually Monday, October 25, 2021, the Spokane City Council held a hearing on the above-described vacation. Subsequent to a presentation by Eldon Brown of Developer Services, public testimony, and Council commentary, the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **approved, subject to conditions** (in the Street Vacation Report dated August 26, 2021), the vacation of Adams Street and the nearby alley between Third, I-90, Adams, and Jefferson.

Ayes: Beggs, Burke, Cathcart, Kinnear, Mumm, Stratton, and Wilkerson
Nays: None
Abstain: None
Absent: None

In conjunction with the hearing, Ordinance C36120—vacating the east 55 feet of Adams Street from the south line of 3rd Avenue to the north line of I-90, together with the alley between 3rd Avenue and I-90, from the east line of Adams Street to the west line of Jefferson Street—was read for the first time, with further action deferred.



Terri L. Pfister, MMC
Spokane City Clerk



Agenda Sheet for City Council Meeting of:
10/25/2021

Date Rec'd	10/13/2021
Clerk's File #	ORD C36120
Renews #	

Submitting Dept	DSC, CODE ENFORCEMENT &	Cross Ref #	
Contact Name/Phone	ELDON BROWN 6305	Project #	
Contact E-Mail	EBROWN@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	4700 - STREET VACATION OF ADAMS ST. AND THE ALLEY BETWEEN 3RD, I-90,		

Agenda Wording

Vacation of Street Vacation of Adams St. and the nearby alley between 3rd, I-90, Adams, and Jefferson, as requested by the VOA Hope House

Summary (Background)

At its legislative session held on September 20, 2021, the City Council set a hearing on the above vacation for October 25, 2021. Staff has solicited responses from all concerned parties.

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact		Budget Account
Neutral \$		#
Select \$		#
Select \$		#
Select \$		#

Approvals		Council Notifications	
Dept Head	BECKER, KRIS	Study Session\Other	PIES - 08/23/2021
Division Director	BECKER, KRIS	Council Sponsor	CM Lori Kinnear
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	RICHMAN, JAMES	edjohnson@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	ebrown@spokanecity.org	
Additional Approvals		kbecker@spokanecity.org	
Purchasing		rbenzie@spokanecity.org	

FIRST READING OF THE ABOVE
ORDINANCE HELD ON
10/25/2021
AND FURTHER ACTION WAS DEFERRED

CITY CLERK

City of Spokane
Development Services Center
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6300

ORDINANCE NO. C36120

An ordinance vacating the east 55 feet of Adams Street from the south line of 3rd Avenue to the north line of I-90, Together with the alley between 3rd Avenue and I-90, from the east line of Adams Street to the west line of Jefferson Street.

WHEREAS, pursuant to Chapter 35.79 RCW, the City may initiate by resolution the vacation of any street or portion thereof when it is in the public interest; and

WHEREAS, the City Council desires to set a time and date through this resolution to hold a public hearing on the petition to vacate the above property in the City of Spokane;

The City of Spokane does ordain:

Section 1. That the east 55 feet of Adams Street, from the south line of 3rd Avenue to the north line of I-90, Together with the alley between 3rd Avenue and I-90, from the east line of Adams Street to the west line of Jefferson Street is hereby vacated. Parcel number not assigned.

Section 2. An easement is reserved and retained over and through the east 55 feet of Adams Street between the south line of 3rd Avenue and the north line of I-90 for the utility services of Verizon/MCI Metro, Zayo Communications, WSDOT, and the City of Spokane to protect existing and future utilities.

Section 3. An easement is reserved and retained over and through the alley between 3rd Avenue and I-90, from the west line of Jefferson Street to the east line of Adams Street and the alley's extension across Adams Street to the west line of Adams Street, for the utility services of Avista, Comcast, Lumen/CenturyLink, Verizon/MCIMetro, Zayo Communications, WSDOT, and the City of Spokane to protect existing and future utilities.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to Form:

Assistant City Attorney

Mayor

Date: _____


Effective Date: _____

Proposed Vacation



Right-of-way Description:
Adams St. between 3rd and I-90, along with the alley
between 3rd and I-90, from Adams to Jefferson

Legend

 Proposed Vacation





**CITY OF SPOKANE
DEVELOPMENT SERVICES**

808 West Spokane Falls Blvd, Spokane WA 99201-3343
(509) 625-6300 FAX (509) 625-6822

STREET VACATION REPORT
August 26, 2021

LOCATION: Adams between the south line of 3rd and I90 EXCEPT the west 20 feet TOGETHER with the alley between 3rd and I-90, from Adams to Jefferson.

PROPONENT: Silverstar Automotive & Hope House Development.

PURPOSE: To control access and aid in security.

HEARING: October 18, 2021

REPORTS:

AVISTA UTILITIES

Adams St. – No Comments

Alleyway - Avista has gas, transmission, and distribution lines in the requested vacated area and would like an easement reserved over the entire area.

COMCAST

Adams St. - Comcast has reviewed the vacation request. Enclosed is a Comcast system map showing Coax and Fiber crossing Adams St in the Alley South of 3rd. Due to this we can't approve this vacation without having access to our plant.



Alleyway - We have no objections to the vacation as long as we can maintain an easement to allow us to access our existing aerial cable.

CENTURYLINK

Adams St. - CenturyLink is changing from aerial cable facilities to buried cable facilities in the W 3rd Ave-I-90 Alley from the east side of S Adams St extending west due to Avista rearranging a pole line. CenturyLink wants to maintain easements. Please see the attached drawing

<p>Job Location: 1301 W 3RD AVE</p>		<p>Narrative/Special Remarks</p> <p>THIS PROJECT IS FOR THE RELOCATION OF AERIAL FACILITIES IN THE ALLEY WAY BEHIND 1301 W 3RD AVE. WE ARE REMOVING A 300R COPPER CABLE AND PLACING A NEW UNDERGROUND PATH DUE TO AVA REARRANGING A POLE LINE.</p>
<p>DEVELOPER CONTACT</p> <p>Hold Order Information</p> <p>Service Order # _____ Customer Terminal# _____</p> <p>Customer Name: _____ Cable Assignment: _____</p> <p>Customer Address: _____ Cross Connect: _____</p>		<p>Misc. Information</p> <p>Form # Information</p> <p>App# of the Approved MO _____</p> <p>300R Term# Approved MO _____</p> <p>300R Term# Required MO _____</p> <p>400R Term# Approved MO _____</p> <p>400R Term# Required MO _____</p>
<p>PERMITS</p> <p>City of Seattle</p> <p>Department: _____</p> <p>Project: _____</p> <p>Location: _____</p> <p>Project Description: _____</p>		<p>RELEVANT</p> <p>City of Seattle</p> <p>Department: _____</p> <p>Project: _____</p> <p>Location: _____</p> <p>Project Description: _____</p>
<p>PROJECT INFORMATION</p> <p>PN PROJECT: N.681690</p> <p>WPT PROJECT: F.2724120</p> <p>PROJECT NAME: _____</p> <p>PROJECT OFFICE: _____</p> <p>CONTACT ENGINEER: _____</p> <p>CONTACT DESIGNER: _____</p> <p>CONTACT DATE: _____</p>		<p>ECD: 5/29/2020</p> <p>CenturyLink</p> <p>DATE: _____</p> <p>TIME: _____</p> <p>BY: _____</p> <p>FOR: _____</p> <p>SCALE: _____</p> <p>SHEET: 1 OF 4</p>

Alleyway - CenturyLink has cable facilities in the right-of-way and would like to retain utility easements rights. These rights should provide for maintenance, construction, and reconstruction as needed.

ASSET MANAGEMENT - CAPITAL PROGRAMS

Adams St. – No Comments
Alleyway - A 12-inch sewer is located here. An easement will be required providing access. Not sure if the storm pipe is also at this location, but if it is, it will need to be part of the easement.

FIRE DEPARTMENT

Adams St. – No Comments
Alleyway - We have determined that this vacation does not appear to negatively affect or change our access.

NEIGHBORHOOD SERVICES

Adams St. – No Comments
Alleyway – No Comments

INLAND POWER

Adams St. – Inland Power & Light Co has no utility facilities within the proposed area.
Alleyway - Inland Power has no facilities within this area.

VERIZON

Adams St. – Verizon/MCIMetro currently has aerial fiber in this location and we do not wish to vacate any easement we currently have
Alleyway – We have a very large fiber that Avista has already approved to place on their new poles in that area. I'm assuming the pole lead is staying?

PARKS DEPARTMENT

Adams St. – No Comments
Alleyway – No Comments

ZAYO COMMUNICATIONS

Adams St. – Zayo has facilities on the poles with the Avista power in the proposed ROW vacation area. We would need to retain some access and utility easement along the current path.
Alleyway - Zayo has no objection and or comment on the vacation request of alley-Adams-Jefferson.

PLANNING & DEVELOPMENT – PLANNING

Adams St. – Planning wise, Council will just need to determine if this vacation facilitates a public benefit. Although this street dead ends and provides very little public benefit as it is now.

Section 17C.124.035 Characteristics of Downtown Complete Street Designations

The downtown zones are complemented by the complete streets designations map (described in detail in the downtown plan) that further guides public and private development within the downtown. The different complete streets designations set different street standards and desired amenities based upon the intended use and desired qualities of the street. The complete streets designations are depicted on Map 5.1 "Streetscape Improvements" in the downtown plan and zoning layer. Right-of-ways found on the complete streets map shall not be vacated as the space is needed to incorporate the elements described in the complete street designation; provided, upon a finding that a vacation is needed in order to accommodate a public use, the City Council may approve a request to vacate such right-of-ways or portions thereof. Curb to property line and the sidewalk width shall not be reduced in order to allow for future complete street elements. The complete streets designation types are summarized below:

When we met with WSDOT there was concerns with access and our utilities.

Alleyway - No concerns

POLICE DEPARTMENT

Adams St. - No Comments
Alleyway - No Comments

SOLID WASTE MANAGEMENT

Adams St. - No Comments
Alleyway - No Comments

STREET DEPARTMENT

Adams St. - We do not have comments on the current proposal, but would like to remind that we have a comment regarding the pending proposal to vacate the alley between Adams and Jefferson. See below.

The Signal and Lighting section of the Street Department has conduit run on the west side of Jefferson St, Third Ave. to Freeway Ave North, which crosses the alley. This conduit contains fiber optic cable. Because of this

conduit run, the Street Department does not support the vacation of this alley.

Alleyway – The Signal and Lighting section of the Street Department has conduit run on the west side of Jefferson St. Third Ave to Freeway Ave North which crosses the alley. This conduit contains Fiber Optic cable. Because of this conduit run, the Street Department does not support the Vacation of this alley.

WASTEWATER MANAGEMENT

Adams St. – No Comments

Alleyway – This is the third vacation request for this area. The first was made on Nov 6th, 2018 with our response on Nov 8th, 2018 which was for all of Adams from 3rd to 4th and the entire alley from Cedar to Jefferson. That was modified in the request we received on March 5th, 2019 (response on March 6th) that encompassed the alley from Cedar to Adams and the west half of Adams. Now this third request for the alley that was left out of the March revision.

We still strongly recommend denying this vacation request.

There is a city 12" sewer main, a city 12" storm main and a 27" WSDOT storm main in or near that alley.

With regards to the storm lines. The city line takes drainage from Lincoln and Monroe south as far as 17th and is an overflow for the pond at Monroe and 4th. The WSDOT main handles the majority of storm runoff from I-90 west of Division. As I stated before these would have to have a minimum 30' no build easement centered on the mains. WSDOT would have to be consulted as well to see if their requirements are met as far as easements for their line.

The sewer main is 12" diameter 12'-13' deep. We would typically require a minimum 30' easement around this as well, but the alley is only 16' wide and we already have buildings and footings uncomfortably close to that main (at 1217 W. 3rd). Complicating matters are the fact that there are a number of other utilities, including electricity and power poles and a gas main (possibly others) in that same alley. All of that means a big problem if any repair is ever required for that sanitary main.

If this is vacated we would also require any construction around that main to include replacement of the entire sewer main to minimize (but not eliminate) the chances of us having to dig in that area in the future.

When all of that is done we would still require a full width, full access easement for the alley from Adams to Jefferson which means no construction or structures in the alley and no fences or gates blocking access to the easement. In all cases where we are requesting an easement it should extend to the full 30' centered on each main at any location there is not already a structure built. This would extend into what is currently private property north of the alley.

Any and all new storm and sanitary construction, including but not limited to storm inlets and mains, sanitary mains and any service connections, should be done by the property owner and would all have to be subject to inspection and acceptance by Wastewater Management Dept.

WSDOT
Adams St.

– Thank you for the opportunity to review the above proposed vacation. In reviewing this vacation, WSDOT is concerned that if approved it would limit or prohibit our access to the I-90 right of way. WSDOT currently uses Adams Street as a means to reach our I-90 right of way where we have electrical components, water lines, and storm drains. Maintaining clear access to our right of way is important to WSDOT which is provided by Adams Street. Consequently, WSDOT is opposed to this vacation as it would cut off access to our right of way. Please let me know if you should have any questions on this matter

Alleyway

– Thank you for the opportunity to review the above requested vacation. In reviewing this proposed vacation the Washington State Department of Transportation (WSDOT) is opposed to the vacation for the following reasons:

WSDOT currently utilizes this alley to access our I-90 westbound off ramp. Our maintenance forces use this property to reach up to the ramp for electrical and other maintenance items.

1. WSDOT has electrical service cabinets located at ground level attached to the ramp which are accessed from the alley.
2. The alley is part of the local roadway network that could be utilized to relieve traffic on the adjacent east-west streets.

WATER DEPARTMENT

- Adams St. – No Comments
Alleyway – Water does not appear to have any facilities in the proposed vacation limits.

BICYCLE ADVISORY BOARD

- Adams St. – No Comments
Alleyway – No Comments

RECOMMENDATION: That a vacating ordinance be prepared subject to the following conditions:

1. An easement, as requested by Verizon/MCI Metro, Zayo Communications, WSDOT, and the City of Spokane shall be retained across the east 55 feet of Adams Street to protect existing and future utilities.
2. An easement, as requested by Avista Utilities, Comcast, CenturyLink/Lumen, Verizon/MCI Metro, WSDOT, and the City of Spokane shall be retained across the alley and the alley's extension across the east 55 feet of Adams St. to protect existing and future utilities.
3. In order for Silverstar Automotive (1227 W 3rd) to continue operating the existing business, an agreement will need to be established with the VOA that would prohibit parking on the west side of Adams St.
4. The applicant is requesting that City Council waive the requirement to pay the assessed value. If City Council does not waive the fee, the proponent shall pay to the City of Spokane the assessed valuation for the vacated land as defined by the latest information from the County Assessor's Office. This is calculated to be \$346,860.25 and is to be deposited to Budget Account #3200 49199 99999 39510.



**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 10/07/2024**Committee Agenda type:** Discussion**Date Rec'd**

10/7/2024

Clerk's File #

ORD C36577

Cross Ref #**Project #****Council Meeting Date:** 10/21/2024**Submitting Dept**

CITY COUNCIL

Bid #**Contact Name/Phone**

CM BINGLE 625-6275

Requisition #**Contact E-Mail**

JBINGLE@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

JBINGLE MCATHCART

Agenda Item Name

0320- ORDINANCE EXPANDING SIT AND LIE PROHIBITION CITY WIDE

Agenda Wording

Ordinance Expanding prohibition on illegal sit and lie activities from to all locations in city limits

Summary (Background)

Current Spokane Municipal Code 10.60.020 limits the geographic scope of certain "sit and lie" prohibitions to the downtown core, in part because of the limitations on enforcement under Boise v. Martin (which required adequate shelter space before enforcing laws against camping and occupying public spaces). This ordinance amends SMC 10.60.020 so that all of its provisions apply city-wide.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$ Unknown

Current Year Cost \$ Unknown

Subsequent Year(s) Cost \$ Unknown

Narrative

Enforcement of sit and lie laws still requires adequate signage of the law, and practical enforcement depends on availability of police and code enforcement forces. Costs of signage and enforcement have not been calculated.

Amount**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#

Committee Briefing Paper

Public Safety & Community Health Committee

Committee Date	August 12, 2024
Submitting Department	City Council
Contact Name	Candi Davis
Contact Email & Phone	cldavis@spokanecity.org
Council Sponsor(s)	CM Bingle, CM Cathcart
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested:
Agenda Item Name	0320 – Ordinance Expanding Prohibition on Sit and Lie
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>Current Spokane Municipal Code 10.60.020 limits the geographic scope of certain “sit and lie” prohibitions to the downtown core, in part because of the limitations on enforcement under <u>Boise v. Martin</u> (which required adequate shelter space before enforcing laws against camping and occupying public spaces). With the recent Supreme Court decision in <u>City of Grants Pass v. Johnson</u>, Spokane’s anti-camping and anti-“sit and lie” laws can be enforced regardless of the availability of shelter space.</p> <p>This ordinance amends SMC 10.60.020 so that all of its provisions apply city-wide.</p>
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: Unknown Subsequent year(s) cost: Unknown Narrative: Enforcement of sit and lie laws still requires adequate signage of the law, and practical enforcement depends on availability of police and code enforcement forces. Costs of signage and enforcement have not been calculated. Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" 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 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) <ul style="list-style-type: none"> • What impacts would the proposal have on historically excluded communities? <p>Illegal sit and lie activities, while primarily a problem in the downtown core, affect citizens and businesses throughout the city, in all neighborhoods and business districts. Enacting this ordinance ensures that all neighborhoods, including those in historically excluded communities, benefit from the same protective ordinance that now only benefits the downtown core.</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?

Unclear at his time, but some data should be available as part of the regular reporting of code enforcement activities.

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

Unclear at his time, but some data should be available as part of the regular reporting of code enforcement activities.

- 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 ordinance is consistent with SMC 12.02.1010, adopted by the voters of Spokane as Proposition 1 in 2023, and which expanded the scope of anti-camping provisions throughout the City.

Council Subcommittee Review

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

Not applicable

ORDINANCE NO. C36577

An ordinance relating to the prohibition of sitting and laying on public sidewalks, and amending Section 10.60.020 of the Spokane Municipal Code.

WHEREAS, the safety and well-being of Spokane citizens, including both housed and unhoused individuals, as well as the viability of local businesses, are threatened by the continued unlawful occupation and use of public sidewalks and adjacent building entrances and parking areas; and

WHEREAS, the Spokane Municipal Code section 10.60.020, the so-called “sit-and-lie” ordinance, regulates the unlawful occupation of sidewalks and pedestrian avenues, all to promote the safe and responsible use of public spaces; and

WHEREAS, the 2018 decision by the U.S. Court of Appeals for the Ninth Circuit, *Martin v. City of Boise*, previously limited the City’s ability to fully enforce this local law unless adequate low-barrier shelter space was available; placing undue pressure on the city’s public spaces and resources and further endangering the general welfare of both housed and unhoused citizens; and

WHEREAS, since the ruling in *Martin v. Boise*, Spokane voters overwhelmingly approved Proposition 1 in 2023, demonstrating broad public support for the expansion and enforcement of local laws prohibiting unauthorized camping and sit-and-lie violations; and

WHEREAS, on June 26, 2024, the Supreme Court of the United States issued its ruling in *City of Grants Pass v. Johnson*, holding that local government ordinances with civil and criminal penalties for camping on public land do not constitute cruel and unusual punishment of homeless people ; and

WHEREAS, the effect of the *Grants Pass* holding is to remove the legal impediment to full and effective enforcement of SMC 10.60.020, the sit-and-lie ordinance, and to create a much clearer legal framework for enforcing anti-camping and sit-and-lie ordinances, potentially allowing municipalities greater authority in managing public spaces; and

WHEREAS, the *Grants Pass* decision also removes any legal impediment to expansion of the existing sit-and-lie ordinance to all public spaces within the City limits;

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That Section 10.060.020 of Spokane Municipal Code is amended to read as follows:

[Section 10.60.020](#) Sitting, Lying on Sidewalk ((in a Designated Zone)) Within City Limits

A. Prohibition. Within city limits, it shall at all times be unlawful for any person to:

1. ~~((No person may sit))~~ Sit or lie down upon a public sidewalk, or upon a blanket, chair, stool, or any other object placed upon a public sidewalk ~~((, during the hours between six a.m. and midnight in the zone designated in this section))~~.
2. ~~((At all times it is unlawful to sit))~~ Sit or lie on any drinking fountain, trash container, planter, bicycle rack, or any other sidewalk fixture not designed primarily for the purpose of sitting.
3. ~~((At all times it is unlawful to sit))~~ Sit or lie in any entrance to or exit from any building or parking lot, or on any loading dock.

B. Exceptions.

The prohibition in subsection (A) of this section does not apply to any person:

1. sitting or lying down due to a medical emergency or due to a sensory, mental, or physical disability;
2. who, as the result of a sensory, mental, or physical disability, utilizes a wheelchair, walker, or similar device to move about the public sidewalk;
3. operating or patronizing a business with permission to occupy the sidewalk;
4. participating in or attending a parade, festival, performance, rally, demonstration, meeting, or similar event conducted on the public sidewalk pursuant to a special event or other applicable permit;
5. sitting on a chair or bench supplied by a public agency or by the abutting private property owner pursuant to the appropriate permit or license; or
6. sitting within a bus stop zone while waiting for public or private transportation;
7. sitting on privately-owned sidewalk fixture with the permission of the owner;
8. engaging in constitutionally protected expressive activities which would otherwise be restricted by the limitations in subsection (A) of this section.

~~((9. who is homeless during a time frame when shelter space is unavailable.))~~

C. No person shall be subject to enforcement under this section unless the person engages in conduct prohibited by this section ~~((within the entirety of the zone designated in this section))~~ after having been notified by a law enforcement officer that the conduct violates this section and has been given a reasonable amount of time to comply or has refused to comply. If the individual fails to comply in a reasonable time or engages in prohibited conduct in another location within the ~~((designated zone))~~ city limits, a law enforcement officer may then enforce this section.

~~((D. The zone where such conduct is prohibited is established in the map set forth in [Attachment A](#) (PDF 1.2MB).))~~

~~((E))~~ D. This section does not permit any conduct which is prohibited by SMC 10.60.010 regarding interference with pedestrian or vehicular traffic.

((F)) E. It is the intent of the city council that homeless individuals subject to enforcement under this section be directed to emergency shelters, community/drug/mental health court, or other interventional services.

((G)) F. A violation of SMC 10.60.020 is a misdemeanor.

~~((H. The provisions of this section are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, section, or portion of this section, or the invalidity of the application thereof to any person or circumstance does not affect the validity of the remainder of this section, or the validity of its application to other persons or circumstances)).~~

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, or the validity of its application to other persons or circumstances.

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