

THE CITY OF SPOKANE CITY COUNCIL FINANCE & ADMINISTRATION COMMITTEE



AGENDA FOR 1:15 P.M. MONDAY, FEBRUARY 26, 2024

The Spokane City Council's Finance and Administration Committee meeting will be held at **1:15 PM February 26, 2024**, in Council Chambers, located on the lower level of City hall at 808 W. Spokane Falls Blvd. The meeting can also be accessed live at <https://my.spokanecity.org/citycable5/live/> and <https://www.facebook.com/spokanecitycouncil> or by calling 1-408-418-9388 and entering the access code #2482 433 6563; meeting password 0320.

The meeting will be conducted in a standing committee format. Because a quorum of the City Council may be present, the standing committee meeting will be conducted as a committee of the whole council. The Finance & Administration Committee meeting is regularly held every 4th Monday of each month at 1:15 p.m. unless otherwise posted.

The meeting will be open to the public both virtually and in person, with the possibility of moving or reconvening into executive session only with members of the City Council and appropriate staff. No legislative action will be taken. No public testimony will be taken, and discussion will be limited to appropriate officials and staff.

AGENDA

I. Call To Order

II. Approval of Minutes from February 26, 2024

1. DRAFT MINUTES, JANUARY 2024 - (minutes)

III. Discussion Items

1. SFD INNOVATION GRANT FOR CO-RESPONSE SERVICES - TOM WILLIAMS (5 minutes)
2. TRUEPOINT SOLUTIONS FOR ACCELA SOFTWARE PROFESSIONAL SERVICES - MICHAEL SLOON (5 minutes)
3. QUESTICA ANNUAL SOFTWARE SUBSCRIPTION & SUPPORT - MICHAEL SLOON (5 minutes)
4. CITY HALL STRATEGIC FACILITY DISCUSSION - DAVE STEEL (15 minutes)
5. RESOLUTION TO ADOPT REVISED 2024 COUNCIL RULES - CHRIS WRIGHT (15 minutes)
6. RESOLUTION UPDATING COUNCIL BOARD AND COMMISSION APPOINTMENTS - GIACOBBE BYRD (5 minutes)
7. UPDATE SMC SECTION 03.01A.210 - MATT BOSTON (5 minutes)
8. RESOLUTION DECLARING INNOVIA FOUNDATION A SOLE SOURCE PROVIDER - CHRIS WRIGHT (5 minutes)
9. SBO - LOCAL 270 PROSECUTORS LABOR AGREEMENT - MATT BOSTON (5 minutes)
10. SBO – Q1 2024, QUARTERLY RANGE CHANGES - DAVID MOSS (5 minutes)

IV. Consent Items

1. INNOVIA ARPA CONTRACT DE-OBLIGATION (ACCOUNTING)
2. CITY HALL WINDOW REPLACEMENTS (FACILITIES MANAGEMENT)
3. PURCHASING-OPR 2020-0915 UPDATES (CONTRACTS & PURCHASING)
4. AZTECA SYSTEMS - CITYWORKS ASSET MANAGEMENT SYSTEM SOFTWARE (INNOVATION & TECHNOLOGY SERVICES)
5. PMWEB ANNUAL SOFTWARE SUBSCRIPTION AND SUPPORT (INNOVATION & TECHNOLOGY SERVICES)

6. HYLAND ANNUAL SOFTWARE SUBSCRIPTION AND SUPPORT (INNOVATION & TECHNOLOGY SERVICES)
7. CONTRACT FOR TECHNICAL SERVICES FOR PMO AND ITSD PROJECTS (INNOVATION & TECHNOLOGY SERVICES)
8. ORACLE'S PEOPLESOFT AND DATABASE ANNUAL SUPPORT (INNOVATION & TECHNOLOGY SERVICES)
9. COMPUNET CISCO SMARTNET RENEWAL (INNOVATION & TECHNOLOGY SERVICES)
10. SETTLEMENT RESOLUTION (CITY ATTORNEY)
11. VOLT - TECHNICAL SERVICES FOR PMO & ITSD PROJECTS (INNOVATION & TECHNOLOGY SERVICES)
12. JOURNAL TECHNOLOGIES (ESERIES) ANNUAL SOFTWARE MAINTENANCE & SUPPORT (INNOVATION & TECHNOLOGY SERVICES)
13. DLT SOLUTIONS – AUTODESK RENEWAL (INNOVATION & TECHNOLOGY SERVICES)
14. FLEET SERVICES CONTRACT AMENDMENT WITH POMP'S TIRE (FLEET SERVICES)
15. FLEET SERVICE CONTRACT AMENDMENT (FLEET SERVICES)
16. FLEET SERVICES CONTRACT RENEWAL WITH TOBY'S BODY (FLEET SERVICES)
17. COMMUNITY MINDED ENTERPRISE ARPA CHILCARE AMENDMENT (ACCOUNTING)
18. CONTRACT RENEWAL WITH MEGA WASH LLC (FLEET SERVICES)

V. Reports & Recurring Updates

1. COUNCIL OFFICE OPERATIONS WORKGROUP - (minutes)
2. ARPA WORKGROUP - (minutes)
3. EQUITY SUBCOMMITTEE - (minutes)
4. INSPECTOR GENERAL WORKGROUP - (minutes)
5. LANGUAGE ACCESS WORKGROUP - (minutes)
6. LEGISLATIVE COMMITTEE - (minutes)
7. INVESTMENT COMMITTEE - (minutes)
8. SPOKANE EMPLOYEES RETIREMENT SYSTEM (SERS) BOARD - (minutes)

9. AGING AND LONG TERM CARE BOARD - (minutes)
10. ASSOCIATION OF WASHINGTON CITIES BOARD - (minutes)
11. FIRE PENSION BOARD - (minutes)
12. POLICE PENSION BOARD - (minutes)
13. LODGING TAX ADVISORY COMMITTEE (PFD) - (minutes)
14. LODGING TAX ADVISORY BOARD (1.3%) - (minutes)
15. TPA COMMISSION / HOTEL-MOTEL COMMISSION - (minutes)
16. UNIVERSITY DISTRICT PDA - (minutes)
17. UNIVERSITY DISTRICT DEVELOPMENT ASSOCIATION - (minutes)
18. VISIT SPOKANE - (minutes)
19. WEST PLAINS PDA (S3R3) - (minutes)
20. NORTHEAST PUBLIC DEVELOPMENT AUTHORITY (NEPDA) - (minutes)

VI. Executive Session

Executive Session may be held or reconvened during any Finance & Administration Committee meeting.

VII. Adjournment

VIII. Next Meeting

Next Finance & Administration Committee

The next meeting will be held at the regular date and time of **1:15 PM. March 25, 2024.**

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and 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 m_lowmaster@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.

STANDING COMMITTEE MINUTES
City of Spokane
Finance & Administration Committee
22 January, 2024

I. Called to Order: 1:15 PM PST

Recording of the meeting may be viewed by at <https://vimeo.com/905372152>

Attendance

Committee Members Present:

Council President Lori Kinnear, CM Michael Cathcart (Acting Chair), CM Zack Zappone, CM Ryan Oelrich, CM Jonathan Bingle

Staff/Others Present:

Jerrall Haynes, Jessica Stratton, Erin Haugen, Conner Thorne, Michelle Murray, Steve MacDonald, Dave Steele, Erik Poulsen, Giacobbe Byrd, Nicolette Ocheltree, Kelly Thomas, Ruby Nelson, Abbey Martin, Ginny Ramos, Shae Blackwell, Mark Carlos

Approval of Minutes:

- Action Taken Council Member Bingle moved to approve, Council Member Dillon seconded. Agenda and minutes were approved unanimously.

Discussion Items

1. Resolution Appointing Matt Boston As Chief Financial Officer – Mayor Lisa Brown (5 mins)
 - Action Taken, Council President Wilkerson and Council Member Klitzke agreed to sponsor this item to move forward for formal Council Consideration
2. SBO For The Establishment Of The Position Of Deputy City Administrator – Matt Boston (10 mins)
 - Action Taken, Council President Wilkerson and Council Member Klitzke agreed to sponsor this item to move forward for formal Council Consideration
3. Resolution Appointing Council Member For District 2, Position 2 – Giacobbe Byrd (5 mins)

- Action Taken, Council President Wilkerson & Council Member Dillon agreed to sponsor this item to move forward for formal Council Consideration.
- 4. Resolution Ratifying Mayor Brown's Emergency Declaration Dated January 11th, 2024 – Dawn Kinder (5 mins)
 - Action Taken, Council President Wilkerson and Council Member Bingle agreed to sponsor this item to move forward for formal Council Consideration
- 5. Foreclosure Property Registry Program – Consultant Contract – Jason Ruffing (5 mins)
 - Action taken, Council President Kinnear and Councilwoman Stratton agreed to sponsor this item to move forward for formal Council consideration.
- 6. Facilities Police Academy Expansion – A&E Design Contract – Dave Steele (5 minutes)
 - Action Taken, Council President Wilkerson and Council Member Zappone agreed to sponsor this item to move forward for formal Council Consideration
- 7. Accounting – EPA Change Grant – Michelle Murray (5 minutes)
 - Action Taken, Council President Wilkerson agreed to sponsor this item to move forward for formal Council Consideration
- 8. Finance SBO – Annual Encumbrance Carryover – Jessica Stratton (10 minutes)
 - Action Taken, Council Members Zappone and Cathcart agreed to sponsor this item to move forward for formal Council Consideration
- 9. Legal – Business Registration Public Rule Resolution – Elizabeth Schoedel (5 minutes)
 - Action Taken, Council Member Cathcart agreed to sponsor this item to move forward for formal Council Consideration
- 10. Resolution Supporting Measure No. 2 – Zack Zappone (10 minutes)
 - Action Taken, Council Members Zappone and Dillon agreed to sponsor this item to move forward for formal Council Consideration
- 11. Homeless, Housing, Operations, & Services (HHOS) Funding Allocation – Adam Schooley (10 minutes)

➤ Action Taken, Council Members Zappone, Klitzke and Bingle agreed to sponsor this item to move forward for formal Council Consideration

Consent Items

1. Treasury – Q4 2023 Investment Report (Finance, Treasury & Admin)
2. Name Change To Ordinance SMC Section 3.01A.340 (Innovation & Technology Services)
3. SBO For State & Local Cyber Security Grant Program (SLCGP) (Innovation & Technology Services)
4. Permanently Affordable Housing In West Central (Planning & Economic Development)
5. Accounting & Grants – Youth Behavior Health Award To The Native Project (Accounting)
6. Settlement Resolution (City Attorney)
7. Settlement Resolution (City Attorney)
8. East Central Community Center Roof Restoration Contract With Krueger (Neighborhood Services)
9. WASPC Behavioral Health Unit Grant Award Acceptance (Police)
10. Outside Counsel Contract Amendment (City Attorney)
11. ECCOVIA, Inc, Homeless Management Information System Software (Housing & Human Services)
12. Municipal Court – SBO Award From Smith-Barbieri Progressive Fund (Municipal Court)

Executive session None.

IV. Adjournment The meeting adjourned at 2:22 PM PST, next meeting will be on the 26th of February, 2024 at 1:55 PM PST

Prepared by: Mark Carlos, Assistant to CM Betsy Wilkerson (Committee Chair)

Approved by:

CM Betsy Wilkerson, District 2, Position 2
Finance & Administration Committee Chair

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	02/16/2024
Submitting Department	Fire
Contact Name	Assistant Chief Tom Williams
Contact Email & Phone	araven@spokanecity.org – 509-435-7091
Council Sponsor(s)	<u>Cathcart</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Fire Department Innovation Grant for Co-Response Services
Proposed Council Action	<input type="checkbox"/> Approval to proceed to Legislative Agenda <input checked="" type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The Spokane Fire Department is requesting permission to apply for available grant funding from the University of Washington School of Social Work to bolster our capabilities for the delivery and development of fire-based co-response programs with behavioral health. This vital funding will enable our department to further develop and expand our Behavioral Health Response Unit (BHRU) and our Community Assistance Response Team (CARES). Funds will be used for vehicle acquisition, medical equipment, and employment of a project employee.</p> <p>This grant does not require matching funds, as it will cover 100% of eligible costs.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: <u>\$350,000 (15 month period of performance)</u></p> <p>Current year cost:</p> <p>Subsequent year(s) cost:</p> <p>Narrative: This grant does not require matching funds, as it will cover 100% of eligible costs.</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	

None
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities 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? These funds will be dedicated to enhancing the safety and well-being of our local community.

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

2/13/2024

Clerk's File #**Renews #**

OPR 2022-0199

Cross Ref #**Council Meeting Date:** 03/11/2024**Submitting Dept**

INNOVATION & TECHNOLOGY

Project #**Contact Name/Phone**

MICHAEL 625-6468

Bid #**Contact E-Mail**

MSLOON@SPOKANECITY.ORG

Requisition #

CR26020

Agenda Item Type

Contract Item

Council Sponsor(s)

MCATHCART BWILKERSON ZZAPONE

Agenda Item Name

5300 - TRUEPOINT SOLUTIONS FOR ACCELA SOFTWARE PROFESSIONAL

Agenda Wording

Contract with TruePoint Solutions, LLC for Accela Software Professional Services and Support. Contract renewal term beginning March 1, 2024, through February 28, 2025, and shall not exceed \$100,000.00.

Summary (Background)

TruePoint provides professional services in support of Accela enhancements for the Planning Departments. These enhancements provide robust and flexible tools for delivering permit-based services and solutions throughout the City. Company selection and pricing via Federal Contract Number: GSA-35F-025BA.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 100,000.00

Current Year Cost \$ 100,000.00

Subsequent Year(s) Cost \$ 100,000.00

Narrative

This request is for professional services in support of Accela, the City's permitting & licensing system.

Amount**Budget Account**

Expense \$ 75,000.00

4700-30210-24100-54201

Expense \$ 25,000.00

2025 Funds

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	SLOON, MICHAEL
<u>Division Director</u>	SLOON, MICHAEL
<u>Accounting Manager</u>	ORLOB, KIMBERLY
<u>Legal</u>	HARRINGTON,
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>PURCHASING</u>	WAHL, CONNIE

Distribution List

kjohnson@truepointsolutions.com	Accounting - ywang@spokanecity.org
Contract Accounting - ddaniels@spokanecity.org	Legal - mharrington@spokanecity.org
Purchasing - cwahl@spokanecity.org	IT - itadmin@spokanecity.org
Tax & Licenses	tpalmquist@spokanecity.org
klouden@spokanecity.org	korlob@spokanecity.org



Agenda Sheet for City Council:

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

Committee Agenda type: Discussion

Date Rec'd 2/13/2024

Clerk's File #

Renews # OPR 2022-0199

Cross Ref #

Council Meeting Date: 03/11/2024

Submitting Dept	INNOVATION & TECHNOLOGY	Project #	
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Contact Name/Phone	MICHAEL 625-6468	Bid #	
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Contact E-Mail	MSLOON@SPOKANECITY.ORG	Requisition #	CR26020
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Agenda Item Type	Contract Item		
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Council Sponsor(s)	MCATHCART BWILKERSON		
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Agenda Item Name	5300 - TRUEPOINT SOLUTIONS FOR ACCELA SOFTWARE PROFESSIONAL		
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Agenda Wording

Contract with TruePoint Solutions, LLC for Accela Software Professional Services and Support. Contract renewal term beginning March 1, 2024, through February 28, 2025, and shall not exceed \$100,000.00.

Summary (Background)

TruePoint provides professional services in support of Accela enhancements for the Planning Departments. These enhancements provide robust and flexible tools for delivering permit-based services and solutions throughout the City. Company selection and pricing via Federal Contract Number: GSA-35F-025BA.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost	\$ 100,000.00
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Current Year Cost	\$ 100,000.00
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Subsequent Year(s) Cost	\$ 100,000.00
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Narrative

This request is for professional services in support of Accela, the City's permitting & licensing system.

Amount

Budget Account

Expense	\$ 75,000.00	# 4700-30210-24100-54201
Expense	\$ 25,000.00	# 2025 Funds
Select	\$	#
Select	\$	#
	\$	#
	\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	SLOON, MICHAEL
<u>Division Director</u>	SLOON, MICHAEL
<u>Accounting Manager</u>	ORLOB, KIMBERLY
<u>Legal</u>	HARRINGTON,
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>PURCHASING</u>	WAHL, CONNIE

Distribution List

kjohnson@truepointsolutions.com	Accounting - ywang@spokanecity.org
Contract Accounting - ddaniels@spokanecity.org	Legal - mharrington@spokanecity.org
Purchasing - cwahl@spokanecity.org	IT - itadmin@spokanecity.org
Tax & Licenses	tpalmquist@spokanecity.org
klouden@spokanecity.org	korlob@spokanecity.org

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	February 26, 2024
Submitting Department	IT
Contact Name	Michael Sloon
Contact Email & Phone	msloon@spokanecity.org 625-6468
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	Contract with TruePoint Solutions, LLC for Accela Software Professional Services and Support.
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	TruePoint provides professional services in support of Accela enhancements for the Planning Departments. These enhancements provide robust and flexible tools for delivering permit-based services and solutions throughout the City. Previous year's contract was also \$100,000.00. Contract renewal term beginning March 1, 2024, through February 28, 2025, and shall not exceed \$100,000.00. Company selection and pricing via Federal Contract Number: GSA-35F-025BA.
<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>\$100,000</u></p> <p style="padding-left: 40px;">Current year cost: \$100,000</p> <p style="padding-left: 40px;">Subsequent year(s) cost: \$100,000</p> <p>Narrative: This request is for professional services in support of Accela, the City's permitting & licensing system.</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? 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>	
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 professional services agreement	
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 professional services agreement	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	

Not applicable – annual professional services agreement

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 permitting management system.



City of Spokane
CONTRACT RENEWAL
2 of 4
Title: PROFESSIONAL SERVICES

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **TRUEPOINT SOLUTIONS, LLC**, whose address is 774 Mays Boulevard, No. 10-377, Incline Village, Nevada 89451, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein Company agreed to provide Professional Services to the City of Spokane; and

WHEREAS, the original Contract provided for four (4) one (1) year renewals with this being the second of those renewals; and

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

1. CONTRACT DOCUMENTS.

The original Contract, dated March 22, 2022, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE TERM.

This Contract Renewal shall become effective on March 1, 2024 and shall run through February 28, 2025.

3. COMPENSATION.

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

4. DEBARMENT AND SUSPENSION.

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

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

TRUEPOINT SOLUTIONS, LLC

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:
Exhibit A - Certificate of Debarment

24-024

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

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

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

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

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

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

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

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



License Information:

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

Entity name: TRUEPOINT SOLUTIONS, LLC

Business name: TRUEPOINT SOLUTIONS, LLC

Entity type: [Limited Liability Company](#)

UBI #: 603-125-641

Business ID: 001

Location ID: 0001

Location: Active

Location address: 774 MAYS BLVD STE 10-377
INCLINE VILLAGE NV 89451-9669

Mailing address: 774 MAYS BLVD STE 10377
INCLINE VILLAGE NV 89451-7621

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

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

Endorsements

Endorsements held at this loca	License #	Count	Details	Status	Expiration date	First issuance c
Spokane General Business - Non-Resident				Active	Nov-30-2024	Sep-26-2014

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

Governing people	Title
TRUEPOINT SOLUTIONS	
TRUEPOINT SOLUTIONS LLC,	

The Business Lookup information is updated nightly. Search date and time: 12/5/2023 9:11:39 AM



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Agenda Sheet for City Council:

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

Committee Agenda type: Consent

Date Rec'd 2/14/2024

Clerk's File #

Renews # OPR 2021-0202

Cross Ref #

Council Meeting Date: 03/11/2024

Submitting Dept	INNOVATION & TECHNOLOGY	Project #	
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Contact Name/Phone	MICHAEL 625-6468	Bid #	
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Contact E-Mail	MSLOON@SPOKANECITY.ORG	Requisition #	CR 26030
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Agenda Item Type	Contract Item		
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Council Sponsor(s)	MCATHCART BWILKERSON ZZAPONE		
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Agenda Item Name	5300 QUESTICA ANNUAL SOFTWARE SUBSCRIPTION & SUPPORT		
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Agenda Wording

Contract with Questica for Subscription and Support of Financial Planning & Management Application. Term is March 22, 2024 - March 21, 2025. Contract amount is \$186,780.25, including tax.

Summary (Background)

Questica, LTD, is the City's Financial Planning and Budgeting software. Questica is the only supplier for support of this system. Contract utilized Interlocal with Thurston County for the purchase. 2024 contract amount is \$186,780.25, including tax. 2023 contracted amount was \$181,340.04. The increase is 3% per the contract cap.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost	\$ 186,780.25
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Current Year Cost	\$ 186,780.25
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Subsequent Year(s) Cost	\$ \$192,383.60
-------------------------	-----------------

Narrative

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

Amount

Budget Account

Expense	\$ 186,780.25	# 5300-73300-18850-54214
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	SLOON, MICHAEL
<u>Division Director</u>	SLOON, MICHAEL
<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

sbaerg@questica.com	Accounting - ywang@spokanecity.org
Contract Accounting - ddaniels@spokanecity.org	Legal - mharrington@spokanecity.org
Purchasing - cwahl@spokanecity.org	IT - itadmin@spokanecity.org
Tax & Licenses	



Agenda Sheet for City Council:

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

Committee Agenda type: Discussion

Date Rec'd 2/14/2024

Clerk's File #

Renews # OPR 2021-0202

Cross Ref #

Council Meeting Date: 03/11/2024

Submitting Dept	INNOVATION & TECHNOLOGY	Project #	
------------------------	-------------------------	------------------	--

Contact Name/Phone	MICHAEL 625-6468	Bid #	
---------------------------	------------------	--------------	--

Contact E-Mail	MSLOON@SPOKANECITY.ORG	Requisition #	CR 26030
-----------------------	------------------------	----------------------	----------

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

Council Sponsor(s)	MCATHCART BWILKERSON		
---------------------------	----------------------	--	--

Agenda Item Name	5300 QUESTICA ANNUAL SOFTWARE SUBSCRIPTION & SUPPORT		
-------------------------	--	--	--

Agenda Wording

Contract with Questica for Subscription and Support of Financial Planning & Management Application. Term is March 22, 2024 - March 21, 2025. Contract amount is \$186,780.25, including tax.

Summary (Background)

Questica, LTD, is the City's Financial Planning and Budgeting software. Questica is the only supplier for support of this system. Contract utilized Interlocal with Thurston County for the purchase. 2024 contract amount is \$186,780.25, including tax. 2023 contracted amount was \$181,340.04. The increase is 3% per the contract cap.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost	\$ 186,780.25
------------	---------------

Current Year Cost	\$ 186,780.25
-------------------	---------------

Subsequent Year(s) Cost	\$ \$192,383.60
-------------------------	-----------------

Narrative

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

Amount

Budget Account

Expense	\$ 186,780.25	# 5300-73300-18850-54214
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	SLOON, MICHAEL
<u>Division Director</u>	SLOON, MICHAEL
<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

sbaerg@questica.com	Accounting - ywang@spokanecity.org
Contract Accounting - ddaniels@spokanecity.org	Legal - mharrington@spokanecity.org
Purchasing - cwahl@spokanecity.org	IT - itadmin@spokanecity.org
Tax & Licenses	

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	February 26, 2024
Submitting Department	IT
Contact Name	Michael Sloon
Contact Email & Phone	msloon@spokanecity.org 625-6468
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	Questica Annual Software Subscription & Support
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	Questica, LTD is the City's Financial Planning and Budgeting software. Questica is the only supplier for support of this system. 2023 contracted amount was \$181,340.04. 2024 contract amount is \$186,780.25, including tax. The increase is 3% per the contract cap. Term is March 22, 2024 – March 21, 2025.
<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>\$186,780.25</u></p> <p> Current year cost: <u>\$186,780.25</u></p> <p> Subsequent year(s) cost: \$192,383.60</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>Is this funding source sustainable for future years, months, etc? Yes, annually budgeted</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 support	
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 support	
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 support	

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 Financial and Budgeting system.



CITY OF SPOKANE
CONTRACT RENEWAL
Title: **BUDGET SOFTWARE SUBSCRIPTION**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **QUESTICA LTD.**, whose address is 385 East Colorado Boulevard, #260, Pasadena, California 91101 as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Company agreed to provide City Budget Software Subscription Services, in accordance with Company's Software Subscription Agreement and its Service Level Metrics; and

WHEREAS, the original Contract needs to be formally renewed by this written Contract Renewal document.

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

1. CONTRACT DOCUMENTS.

The Contract, dated March 31, 2021 and April 1, 2021, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE TERM.

This Contract Renewal shall become effective on March 22, 2024, and run through March 21, 2025.

3. COMPENSATION.

The City shall pay an estimated maximum annual cost not to exceed **ONE HUNDRED SEVENTY-ONE THOUSAND THREE HUNDRED FIFTY-EIGHT AND 01/100 (\$171,358.01)**, plus tax, for everything furnished and done under this Contract Renewal in accordance with the attached Questica's Invoice No. INV120359. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

4. DEBARMENT AND SUSPENSION.

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

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

QUESTICA LTD.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Attachment A - Certificate of Debarment
Questica Invoice No. INV120359.

ATTACHMENT A

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

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

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

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

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

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

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

<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)

Questica Ltd.

Questica Ltd.
1801 W. Olympic Blvd
File 2321
Pasadena CA 91199-2321
United States



City of Spokane

City of Spokane
808 W Spokane Falls Blvd
Spokane WA 99201-3333
United States

Invoice # INV120359
Date 1/22/2024
Due Date 4/22/2024
PO #
Terms Net 30
Currency USD

Qty	Item	Rate	Amount
1	Questica Software as a Service/Openbook: Includes help-desk with live support, access to knowledge base Questica support page and all product updates. Covering Period: 22-March 2024 to 21-March 2025.	\$140,149.01	\$140,149.01
1	Budgetbook Annual Subscription: Covering Period: 22-March 2024 to 21-March 2025.	\$31,209.00	\$31,209.00
		Subtotal	\$171,358.01
		Tax Total	\$15,422.24
		Total	\$186,780.25

Banking information for ACH/Wire:
Bank Name: City National Bank
Location: Los Angeles, CA 90071
Account Number: 270143636
ABA Number: 122016066

Please make checks payable to Questica Ltd. and mail to:
Questica Ltd
FILE 2321
1801 W. Olympic Blvd
Pasadena, CA 91199-2321

If you have any questions about this invoice, would like information about setting up bank drafts or ACH payments or would like to provide Questica with a payment status update please email to billing@questica.com

Should you wish to dispute anything about this invoice, please do so by emailing the details of your dispute to billing@questica.com within 30 days of receipt of this invoice.



< Business Lookup

License Information:

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

Entity name: QUESTICA LTD. DBA QUESTICA 2 LTD.

Business name: QUESTICA LTD

Entity type: [Profit Corporation](#)

UBI #: 604-283-536

Business ID: 001

Location ID: 0001

Location: Active

Location address: 777 SOUTH FIGUEROA STREET
STE 4600
LOS ANGELES CA 90017-2513

Mailing address: 385 E COLORADO BLVD
STE 260
PASADENA CA 91101-6105

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
Bellingham General Business	063368			Active		Jun-07-2018
Spokane General Business - Non-Resident				Active	May-31-2024	Mar-26-2019

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

Governing people	Title
FRICKE, MICHAEL	
KERR, JUSTIN	

Registered Trade Names

Registered trade names	Status	First issued
QUESTICA LTD	Active	May-14-2018



[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 7/6/2023 12:58:33 PM

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

6/30/2024

DATE (MM/DD/YYYY)

6/15/2023

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

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

PRODUCER Lockton Insurance Brokers, LLC CA License #OF15767 Three Embarcadero Center, Suite 600 San Francisco CA 94111 (415) 568-4000	CONTACT NAME:	
	PHONE (A/C, No. Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : StarNet Insurance Company	NAIC # 40045
	INSURER B : Berkley National Insurance Company	38911
	INSURER C : Associated Industries Insurance Co, Inc.	23140
	INSURER D : HDI Global Specialty SE	40041
	INSURER E :	
	INSURER F :	

COVERAGES GTYTE03 CERTIFICATE NUMBER: 19324673 REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Deductible: \$0 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	7022821-10	6/15/2023	6/30/2024	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 type="checkbox"/> AUTOMOBILE LIABILITY <input 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	N	N	7022821-10	6/15/2023	6/30/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX Comp./Coll Ded. \$ 1,000
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	7022821-10	6/15/2023	6/30/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B	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 <input checked="" type="checkbox"/> N	N/A	7022822-10	6/15/2023	6/30/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Primary Tech E&O/Cyber	N	N	AES1234121-00	6/15/2023	6/30/2024	\$5M Ded: \$50K
D	Excess Tech E&O/Cyber	N	N	FRH-H-CT-00000758-01	6/15/2023	6/30/2024	\$5,000,000 xs \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Coverage: Crimel Carrier: Illinois Union Insurance Company | Dates: 07/07/2023 - 6/30/2024, Policy #: 8261-3511 - Limit: \$1M. Tech E&O liability is included in the Professional liability policy
City of Spokane WA. is an Additional Insured with respect to the liability arising out of the operations of the insured and to the extent provided by the policy language or endorsement issued or approved by the insurance carrier. 30 Day Notice of Cancellation applies per the applicable policy language or endorsements.

CERTIFICATE HOLDER

CANCELLATION

19324673 City of Spokane WA. 808 W Spokane Falls Blvd Spokane WA 99201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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Committee Agenda Sheet

Finance & Administration Committee

Committee Date	February 26, 2024
Submitting Department	City Council
Contact Name	Chris Wright
Contact Email & Phone	cwright@spokanecity.org / (509) 625-6210
Council Sponsor(s)	Cathcart, Wilkerson, Zappone
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 15 minutes
Agenda Item Name	Resolution to Adopt Revised 2024 Council Rules
Proposed Council Action	<input 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>Council typically adopts rules of procedure on an annual basis, pursuant to Charter Section 9 and SMC 02.01.050. The council adopted new rules on January 22, 2024, and has since identified both technical and substantive concerns with those rules, and received considerable comment on the public participation elements in Section 2.2. and 2.15. The current version is still evolving, but the highlights are as follows:</p> <p>Rule 2.2. (Open Forum) Generally the changes are technical, although the section on standing has been deleted, and all rules on public participation and conduct folded into section 2.15 (Participation in Council Meetings).</p> <p>Rule 2.9 (Introduction of Items). In Section 2.9.A, rule is clarified that getting an item on the council agenda early doesn't relieve the sponsor of the obligation to go through committee. Also, there is a new section D addressing the issue of "public rules."</p> <p>2.10 (Agenda Process) Change to Section 2.9.H to clarify that the briefing paper needs to discuss subcommittee action only if the legislation is policy- oriented. Routine contracts etc. generally do not need to need to go through subcommittees so there is no need for departments to explain why they were not heard in subcommittee.</p> <p>2.15 (Public Participation). Current language, particularly with respect to public standing and conduct, has been revised and is still evolving, in part in response to concerns expressed by other legal commentators. In Subsection K, the clause that prohibited filming from seats is deleted. This was a stray clause that was not meant to stay in the rules.</p> <p>Rule 2.16 (Public Testimony) Technical change to clarify there is not testimony on oral amendments.</p> <p>Rule 2.17 (Voting) Current rule specifies what happens if there is a majority vote in favor of a motion but less than four votes in favor (e.g., only five council members are present for a meeting). The rule doesn't say what happens if there is an emergency ordinance that only gets 4 votes. This issue is addressed in the proposed revision. A section is added that provides that an emergency ordinance that gets only four votes is converted to a non-emergency ordinance that is deferred to the following week.</p>

Rule 2.18 (Suspension of the Rules) Language is added clarifying that motions to suspend the rules on Open Forum or Public Testimony can be one and the same motion.

Rule 4.2 (Amendments) This language is clarified to allow oral amendments on the dais for technical / clerical errors, and leaves to the policy advisor to decide whether an amendment is clerical / technical, subject to the vote of the council to override that decision.

NOTE: Sections 2.2 (Open Forum) and 2.15 (Public Participation) are under review by legal counsel, and are likely to see further revisions based on that review. Staff expect to propose a revised version of these draft rules prior to the committee meeting on February 26.

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?

The 2024 rules currently in place included many technical and substantive modifications, include moving Open Forum to the end of the legislative session and increasing the number of speaking spots to 20 in Open Forum, which is expected to increase opportunity for more diversity of speakers, many of them from historically excluded communities. The briefing paper template is revised to encourage consideration of legislation by appropriate council subcommittees (e.g. the ad hoc Equity Subcommittee) to ensure legislation is viewed in light of historically excluded communities.

These proposed revisions address public concerns regarding provisions regulating public participation in council meetings and recording of meetings. All of the revisions are intended to provide a more orderly and welcoming atmosphere for all speakers.

- 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, although the participation of speakers is a public record and regularly reported in the City Gazette.

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

Council records the names, numbers, and residence of speakers at Open Forum, which is currently expanded to 20 speakers during each open forum segment. Also, council will monitor public response to the new public participation rules to ensure it strikes the right balance between maintaining a welcoming environment while ensuring opportunity for related public expression by persons from all sectors of the Spokane community.

- 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 action is pursuant to Charter Section 9 and SMC 02.01.050.

Council Subcommittee Review

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

Not applicable. Council rules are not historically reviewed by subcommittees.

RESOLUTION NO. 2024-0023

A Resolution adopting various amendments to the City Council's Rules of Procedure.

WHEREAS, pursuant Section 9 of the Spokane City Charter and Section 02.01.050 of the Spokane Municipal Code, the city council establishes its rules of procedure; and

WHEREAS, the City Council's Rules of Procedure may be amended by resolution and are amended from time to time, normally on an annual basis; and

WHEREAS, on January 22, 2024, the City Council adopted Resolution 2024-0003, making substantial revisions to the Council's Rules of Procedure, including both technical changes relating to formation of committee and council agendas, among other technical changes, as well as substantive changes such as the manner of public participation in council proceedings; and

WHEREAS, since adoption of the 2024 Council Rules of Procedures, council has identified several technical and substantive changes necessary to improve both the procedural and substantive aspects of the Council Rules of Procedure; and

WHEREAS, the City Council intends to amend its Rules of Procedure by the adoption of this resolution.

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council hereby amends its City Council Rules of Procedure by adopting the attached 2024 Revised City Council Rules of Procedure; and

BE IT FURTHER RESOLVED that the attached 2024 Revised City Council Rules of Procedure shall go into effect as of the next regularly scheduled council meeting following adoption of this resolution.

Adopted by the City Council this ____ day of March, 2024.

City Clerk

Approved as to form:

Assistant City Attorney



SPOKANE CITY COUNCIL RULES OF PROCEDURE

(2024 revision, adopted by Resolution No. 2024-XXXX [02/___/2024])

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RULE 1 - GENERAL PRINCIPLES

Rule 1.1 PURPOSE

The Spokane City Council adopts these rules to govern the conduct of city council business. These rules do not confer upon any person who is not a member of the council any right to a particular procedure, nor do they affect the validity or legality of any council action.

Rule 1.2 DUTY OF MUTUAL RESPECT

It is the constant duty of each council member to treat each other, city staff, board and commission appointees, and the public with respect. Likewise, all persons who attend a council meeting or interact with council members or council staff in any type of forum or communication, regardless of the form or format, must act respectfully toward all persons and not commit “Unlawful harassment” as defined by RCW 7.105.010(36). Mutual respect includes, but is not limited to, not intentionally disclosing private information about a council member or staff such as personal telephone numbers or home addresses without the permission of the council member or staff.

Rule 1.3 DUTY OF ETHICAL CONDUCT

- A. Each council member must uphold the constitution, laws, and regulations of the United States of America, the State of Washington and the Charter and ordinances of the city including, without limitation, chapter 01.04A, SMC (Code of Ethics), recognizing that federal and state laws pre-empt local laws. Should a council member have a conflict of interest or become aware that they have or may have a conflict of interest, that council member shall promptly inform the council of the conflict of interest and abstain from any council action in connection with that matter.
- B. Confidential information.
 1. No council member may disclose confidential information, including attorney client privileged communications, to any person not entitled or authorized to receive the information. Notwithstanding the foregoing, the city council may, upon the affirmative vote of five (5) council members taken in an open meeting, authorize the release of specific information which would otherwise be deemed confidential information, including without limitation discussions held in executive session. Disclosure of legal advice shall be pursuant to Rule 7.8 (Legal Inquiries).
 2. For purposes of these rules, “confidential information” has the same meaning as the term is defined in SMC 01.04A.020(I) and SMC 01.04A.030(I)(1).

- C. No council member may use or authorize the use of facilities of the city, directly or indirectly, for the purpose of assisting a campaign for election of a person to an office or for the purpose of or opposition to a ballot proposition. Council members shall comply with RCW 42.17A.555 (Use of public office or agency facilities in campaigns—Prohibition—Exceptions). Notwithstanding the foregoing, nothing in these rules prevent any member of the public from exercising their rights to free expression by wearing clothing, buttons, or other attire which displays messages of a political nature in a council meeting, so long as such conduct does not include the display of signs and/or disrupt the council meeting. Further, these rules do not prohibit the city council, acting as a body in an open public meeting, from adopting resolutions supporting or opposing state or local ballot propositions.

Rule 1.4 ROBERT’S RULES OF ORDER

Matters of procedure not otherwise provided for herein are, insofar as practical, determined by reference to *Robert’s Rules of Order, Newly Revised*.

Rule 1.5 AMENDMENT OF COUNCIL RULES

These rules may be amended at any time by resolution of the city council. Suspension of the rules shall be pursuant Rule 2.18.

RULE 2 – MEETINGS

Rule 2.1 PLACE AND TIME OF MEETINGS

- A. As provided in SMC 02.01.010, the regular meeting of the city council is at 3:30 p.m. every Monday in the council chambers. If a Monday is a city holiday, that week’s regular meeting shall be held on the next day that is not a holiday if a quorum is available, unless cancelled at the discretion of the council president.
- B. The 3:30 p.m. council session is a briefing session in which the council receives staff reports on matters of interest, committee reports, background information from staff regarding matters on the advance agenda for the next week’s meeting and for that day’s agenda, making any adjustments to the agenda and agreeing as to any issues of procedure for that day’s meeting. Once the advance agenda has been reviewed, the city council shall approve the agenda by motion. The council president may call a recess after the briefing session until the 6:00 p.m. council session.
- C. If two or more consecutive regular meetings are canceled, the council president has the discretion to cancel the initial 3:30 p.m. Briefing Session due to lack of business. The 6:00 p.m. council session, as referenced under section E below, will be held to consider that day’s agenda.

- D. At the conclusion of the briefing session, or at other time properly announced, the city council may adjourn into executive session consistent with the Open Public Meetings Act (“OPMA”). Adjournment into executive session shall be by motion, which shall be adopted by a majority of council members present. Before so doing, the chair shall announce the subject matter of the executive session with as much particularity as will not frustrate the purpose of the executive session and the estimated duration of the executive session. The council president determines which person(s) shall attend each executive session, absent an adopted motion by the council determining which person(s) other than council members and attorneys shall be permitted to attend.
- E. The 6:00 p.m. council session is the legislative session, during which the council may take public testimony, discuss, and take action on agenda items, and hold the open forum as provided in Rule 2.2 (Open Forum). The council president may combine specific agenda items for purpose of public comment and voting if there is no objection by attending council members, and if there is an objection, by majority vote.

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 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 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.

D.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. ~~To prevent disruption of council meetings and visual obstruction of proceedings, members of the audience shall remain seated during council meetings, including during open forum.~~ Individuals speaking during open forum shall address their comments to the council president, and speakers as well as members of in the audience shall comply as well as in the audience comply with -shall maintain decorum as laid out in Rule 2.15 (Participation by Members of the Public in Council Meetings). ~~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.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 2.3 ADJOURNMENT OF MEETINGS

- A. At the conclusion of the legislative session, unless there is further business before the council, the chair shall request a motion to adjourn the meeting until the next regularly scheduled council meeting.
- B. Any meeting may be adjourned prior to the completion of the city council's agenda to a place and time set by motion. Unless otherwise specified in the motion, the meeting will be adjourned to the place and time fixed for the next regular meeting. If a regular meeting be adjourned to a place and time specified, that adjourned

meeting is a regular meeting.

- C. If at the time fixed for the beginning of any meeting, or at any time in the course of a meeting, less than a quorum be present, the council president, or in the president's absence any member, or if there are no council members present then the city clerk, shall declare the meeting adjourned to the next regular meeting.
- D. If a meeting is adjourned prior to the completion of the city council's agenda, all matters on the agenda not disposed of shall be continued to the adjourned meeting. The city clerk or other person designated by the clerk shall post a written notice of adjournment conspicuously on or near the main door of the place of any meeting which has been adjourned. The notice shall be posted as soon as possible after the adjournment and shall state the fact of adjournment and the place and time to which the meeting was adjourned.
- E. At 10:00 p.m., absent an adopted motion to remain in session to a time certain, the council's regular meeting shall be adjourned by motion and action shall be continued to the next Legislative Session. If testimony on an item was not completed before the meeting was adjourned, it shall be continued to the next meeting without allowing for additional members of the public to sign up or for those who were able to testify at the first meeting to give testimony again unless significant changes have been made to the item, per the discretion of the council president or presiding council member.
- F. In the event noise, disturbance, indecorum, or other circumstances disrupt council proceedings so as to render the orderly conduct of such meeting unfeasible, or if the removal of the individual(s) causing the disruption will not restore order, the council president or presiding council member may request a motion to adjourn the meeting either to the next regularly scheduled council meeting or to an alternate place and time set by motion. Absent adoption of such a motion by a majority of council members present, the meeting shall continue, subject to the chair's discretion to remove disruptive individuals under Rule 2.13 (The Chair).

Rule 2.4 SPECIAL MEETINGS

Special meetings may be called by the city clerk on the written request of the mayor, council president, or, if by council members, by passage of a motion made during a regular meeting. All such special meetings shall be noticed in compliance with the OPMA and Rule 2.12 (Special Meeting Notices) of these rules.

Rule 2.5 STUDY SESSIONS

A regular study session of the city council is held every Thursday at 11:00 a.m. for receiving information on staff matters, staff briefings, and discussion among council members on issues of public concern. Study sessions are held in a workshop format, with no public hearing, no council action to dispose of any item unless the study session was

noticed as a special meeting in compliance with the OPMA and Rule 2.12 (Special Meeting Notices) of these rules. A quorum of the council is not necessary in order to proceed with a study session. Additional study sessions may be scheduled at the discretion of the council president or by a vote of the majority of council members present at a public meeting of the council.

Rule 2.6 QUORUM

A quorum is four (4) or more council members present and qualified to act unless a particular action requires the affirmative vote of more than four. The quorum for the adoption of an ordinance making an emergency expenditure as provided in RCW 35.33.081 and 35.33.091, adoption of an ordinance effective immediately under subsection 19(a)(1) of the Charter, and override of a veto as provided in subsection 16(b) is five (5).

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.
- C. When it is not obvious what service an animal provides, city staff may only inquire (1) whether the dog is a service animal required because of a disability, and (2) what work or task has the dog been trained to perform. City staff shall not ask about the person's disability, require medical documentation, require a special identification card or training documentation for the dog, or ask that the dog demonstrate its ability to perform the work or task.
- D. Allergies and fear of dogs are not valid reasons for denying access or refusing service to people using service animals. When a person who is allergic to dog dander and a person who uses a service animal must spend time in the same room or facility, for example, in a school classroom or at a homeless shelter, they both should be accommodated by assigning them, if possible, to different locations within the room or different rooms in the facility.
- E. A person with a disability cannot be asked to remove their service animal from the premises unless: (1) the dog is out of control and the handler does not take

effective action to control it or (2) the dog is not housebroken. When one of these situations exists, city staff shall offer the person with the disability the opportunity to be present at the city council meeting without the animal's presence.

- F. No person with a disability who uses a service animal will be isolated from other people or treated less favorably than another person in the conduct of a city council meeting.
- G. City staff shall not be required to provide care or food for a service animal at a city council meeting.

Rule 2.8 FUNCTIONS OF MEETING AGENDA

The agenda serves to introduce items to the council, to establish the order of business and to give notice to the public. The notice of a special meeting is the agenda for such meeting.

Rule 2.9 INTRODUCTION OF ITEMS

- A. Legislation shall only be placed on a regular legislative meeting agenda by the council president or any council member, through the process established in Rule 2.10 (Agenda Process), except as otherwise provided by Rule 2.18 (Suspension of Rules). No resolution or ordinance may appear for consideration on a legislative agenda for consideration by the full council unless it has first been presented in a committee or study session and is sponsored by at least two council members, one of which must be an executive committee member of the standing committee on which the item appeared. Items for which six (6) months have elapsed since the discussion of the item at a committee meeting should be returned to committee for an additional discussion before appearing for consideration on the legislative agenda. Items that need consideration on a compressed timeline due to an unforeseen urgency or emergency may be added to an advance legislative agenda prior to being presented at a committee or study session with either (i) prior written permission from all of the council sponsor(s) or (ii) the council president; provided, the matter must still be heard in committee absent suspension of the rules by the council.
- B. Regular meeting agendas are prepared by the city clerk in the manner and format prescribed by the city council and consistent with council administrative policies and procedures and these council rules.
- C. The term "legislation" in these rules means any ordinance, resolution, contract approval and special considerations. Legislation does not include any item other than ordinance, resolution, ~~contract approval~~ or special consideration, and may include, but is not limited to, council letters to outside agencies and special acknowledgements.

C.D. Any proposed ordinance intended to be enforced through a current, revised or new public rule shall include a copy of the current, revised or new public rule for consideration by the city council, along with a proposed resolution adopting said current, revised or new public rule. For purposes of this Section 2.9.D., the term "public rule" shall have the meaning set forth in Section 4.4 of that Administrative Policy and Procedure numbered Admin 0325-18-1 /LGL 2004-0021 and adopted December 3, 2018.

Rule 2.10 AGENDA PROCESS

- A. The process of submitting agenda items and preparing the agenda for all council meetings shall be consistent with these rules and any administrative policies and procedures governing council meetings and agenda items. In a conflict between these rules and an administrative policy and procedure, these rules shall control.
- B. Except as otherwise provided in Rule 2.9 (Introduction of Items), no agenda item, other than weekly reports of the mayor of pending claims and payments, payroll claims, Board/Commission/Committee appointments, initiative and referendum matters, and letters appearing under special considerations, may appear on a council legislative agenda without (i) first appearing on a standing committee agenda and (ii) meeting the requirements to emerge from the standing committee, as provided in paragraph F of Rule 6.2 (Committee Process).
- C. Agenda items submitted to a standing committee's preliminary agenda must be submitted to the standing committee associated with the division from which the agenda item originates, as illustrated in Attachment A. For purposes of this rule, special budget ordinances (SBO) are assigned to the committee of the underlying department whose appropriation(s) are affected by the SBO.
- D. Agenda items may be submitted to a standing committee unrelated to the subject matter of the item with the permission of the chair of the appropriate standing committee and the permission of the chair of the unrelated committee to which the item is being submitted.
- E. Proposed agenda items are added to a final committee agenda after securing confirmation from at least one executive committee member of the relevant standing committee that they will sponsor the item for committee.
- F. To move out of a standing committee and onto a legislative agenda, resolutions and ordinances must secure two (2) council sponsors, one of which must be an executive committee member of the standing committee on which the item appears.
- G. The timeline and process for formalizing standing committee meeting agendas is as follows: ~~follows the following process:~~

1. No later than 5:00 p.m. on the Thursday occurring eleven (11) calendar days before the desired committee meeting, suggested agenda items and briefing papers (for both consent and discussion items) shall be uploaded into OnBase.
 - a. At that time, both the agenda sheet and the briefing paper template should be filled out and must indicate whether the preparer prefers the item to be a consent item or a discussion agenda item.
 - b. Supporting attachments, including ordinances, resolutions and contracts, are due at this time except with express permission by the committee chair.
2. By 9:00 a.m. on the Friday occurring ten (10) calendar days before the desired committee meeting, items submitted into OnBase must receive all OnBase approvals and arrive in the committee queue. Items that do not receive all OnBase approvals by the above deadline may be added to both the preliminary and final committee agenda at the discretion of the committee chair or their designee.
3. Items originating from the council office are not required to gain administration OnBase approvals to be added to a preliminary or final committee agenda.
4. By close of business on the Friday occurring ten (10) calendar days before the committee meeting, the preliminary agenda should be sent out to all council members for review.
5. No later than 10:00 a.m. on the Wednesday immediately preceding the committee meeting, council member requests for additional information on any agenda item are due.
6. At any time between the distribution of the preliminary agenda and close of business on the Friday immediately preceding the standing committee meeting the executive committee members, initiative managers, and administrative leads should meet at least once to create and/or finalize the agenda.
7. To be included on a committee's final agenda, an item must be sponsored by at least one (1) executive committee member of the standing committee on which the item is to appear. Other than ordinances and resolutions, if an item is submitted in compliance with the above committee deadlines and is sponsored by at least one executive committee member, it shall appear on the committee's final agenda.

8. Resolutions and ordinances being placed on the consent portion of a final committee agenda must have at least two (2) council members identified as sponsors when submitted, one of which must be an executive committee member of the standing committee on which the item appears.
 9. If administration staff need help identifying a sponsor, they should consult with the committee chair, vice chairs or their legislative assistants.
 10. After the final agenda is created, council staff circulates the final agenda by close of business on the Friday immediately preceding the committee meeting.
 11. Any deviation from the timeline for submitting agenda items (accepting agenda items past the deadlines for example) must be approved by the committee chair or their designee.
- H. Every agenda item shall be accompanied by a completed briefing paper in the format provided by the council office (Attachment B). For legislative matters adopting significant policy positions, -or policies -~~T~~the briefing paper shall indicate whether the item was reviewed by a council subcommittee and, if so, a summary of the subcommittee's analysis and, if not, why subcommittee review did not occur. The presiding officer of the committee or council president, as the case may be, may exclude an agenda item for consideration if the briefing paper lacks relevant and material information.
- I. The wording for the agenda item and the relevant information placed on the agenda sheet are to be provided by the person submitting the item. Plain language shall be used to accurately describe the item with the goal of making the item easily understood by the public. The council president or their designee shall decide any disputes over wording unless verbiage is determined by a majority vote of the council. The council director or designee, the city clerk and city attorney's office staff may edit agenda items for technical, grammatical or typographical errors.
- J. Each council member shall have the continuing duty to be familiar with all agenda items and all accompanying information.
- K. At the time of submission of a legislative discussion item to a committee agenda, the council sponsor(s) shall prepare a brief summary of the legislation for the council director of communications and community engagement, who shall publicize the proposed legislation and alert the public to an opportunity for written comment. Publication under this rule may include posting a page on the city council website with a plain language explanation of the legislation and a comment form for community members to provide comment on the proposed legislation, in addition to instructions on how to provide written comment. Notice under this

section shall include a statement that any legislative item appearing on the council advance or current agenda is subject to deferral by council vote on the day said item appears on the agenda, and that members of the public should confirm whether an item remains on that day's legislative agenda by consulting the council's webpage prior to the 6:00 p.m. legislative session. Publication under this section shall be supplemental to, and not in lieu of, any publication required by the OPMA or other notice required by law.

Rule 2.11 NOTICE BY AGENDA

Except as provided below, the agenda is the only required meeting notice.

Rule 2.12 SPECIAL MEETING NOTICES

Notice of every special meeting shall be given in writing to every council member, council staff, the mayor, the city attorney, and to all parties who have on file with the city clerk a request for such notices. The notice shall be delivered personally, electronically, by mail, by facsimile or otherwise, so as to be received at least 24 hours before the meeting or as otherwise provided for in RCW 42.30.080. The notice shall state the place and time of the meeting and the business to be conducted. The council shall not make final disposition of any matter not included in the notice. Notices of special meetings are prepared by the city council office staff and issued by the city clerk's office. Submission of legislative items for consideration at a special session need not conform to Rule 2.9 (Introduction of Items).

Rule 2.13 THE CHAIR

- A. The council president, or in their absence or incapacity, the council member selected by the council to serve as council president *pro tem* pursuant to SMC 03.01.120(A) (each of whom is referred to in these rules as "the chair") shall preside over meetings of the council and cause the business of the council to be transacted in accordance with these rules. The presiding officer may yield the chair to another council member to conduct a portion of the meeting. If the council president *pro tem* is unavailable, the council member with seniority of tenure on the council shall preside.
- B. The chair shall determine all questions of parliamentary procedure, subject to appeal as provided in this Rule 2.13(B), but shall liberally grant leave to the city council's policy advisor and/or a city attorney to speak to the question. A ruling of the chair can be appealed, before the ruling is acted on, by any council member's announcement of an appeal, which appeal is perfected by receiving a second. The chair shall then state the question in terms of upholding the ruling and may state the reasons for the ruling. Then the member appealing has the floor to open debate on the appeal. Upon the close of debate, the council shall vote on the appeal.
- C. The chair may not make a motion. The chair may second a motion only if there is no other second and only for the purposes of discussion. The chair may vote as

any other council member.

- D. The chair has the authority to recess any council meeting in the appropriate circumstances, including when noise, disturbance, indecorum, or other circumstances warrant a recess. In the event disturbance, indecorum, or other circumstances disrupt council meeting, the chair may request a motion to adjourn pursuant Rule 2.3 (Adjourned Meetings). The chair may direct any person or persons disrupting the meeting to be removed from the chambers or to otherwise eliminate a source of disruption. In administering this rule, the chair will be guided by the council's intent to support robust public, peaceful participation by the public.

Rule 2.14 ORDER OF BUSINESS

A. Briefing Session.

The regular order of business in a briefing session is as follows. The meeting chair may make adjustments to the order of business as needed. In the event of a double Briefing Session, where both the Current and Advanced Agendas are to be briefed due to a meeting cancellation the previous week, the Current Agenda will generally be briefed first in order to ensure that the agenda is approved and amendments occur with time for staff to prepare for the public testimony sign in period.

1. Roll call;
2. Council or staff reports of matters of interest;
3. Staff or council member briefings regarding matters on the advance agenda;
4. Discussion of and any adjustments to the advance agenda for the following week's meeting;
5. Approval by motion of the advance agenda;
6. Any new background by staff or council members for items on the current agenda; and
7. Discussion of and any adjustments to the current agenda.

B. Executive Session.

The business of an executive session is determined case by case within the restrictions of the OPMA and other provisions of state law. (See also Rule 2.1.D, Meetings). The meeting minutes shall record the announced purpose of the executive session as well as the time that executive session began and ended.

C. Legislative Session.

The regular order of business in a legislative session is as follows. The meeting chair may make adjustments to the order of business as needed, including combining testimony on multiple items.

1. Pledge of Allegiance;
2. Words of inspiration and special introductions;
3. Roll call to establish the presence of a quorum;
4. Reading of proclamations and salutations;
5. Reports from community organizations;
6. Announcement of adjustments to the agenda;
7. Council appointments and approval of mayoral appointments;
8. Reading of consent agenda items by the clerk;
 - a. Testimony from members of the public concerning the consent agenda;
 - b. Request(s) by an individual council member, if any, to consider any specific consent agenda items separately from the consent agenda;
 - c. Action on the consent agenda;
9. Reading of each agenda item by the clerk;
 - a. Report by staff and questions to staff;
 - b. Testimony from members of the public concerning the agenda item;
 - c. Deliberation by council, and such further dialogue with staff and community members as council may desire, including any motions by council members concerning the agenda item; and
 - d. Vote.
10. Open Forum
11. Adjournment.

D. Items shall be acted upon in the order in which they appear on the agenda; provided, items may be taken out of order, combined, or separated at the chair's discretion, absent the objection of a majority of the council. Items on the agenda may be grouped

under various headings or sections and entire sections may be read and acted upon at one time at the discretion of the chair absent the objection of a majority of the council.

E. All city council appointments or mayoral appointments which require city council approval shall be announced and voted upon by motion during the legislative session; provided, that the confirmation of mayoral nominations of department heads, the city clerk, and the city attorney, pursuant to Section 24 of the City Charter, shall be by resolution.

F. Pursuant to SMC 02.01.010, the council may hold a legislative session of a council meeting outside of City Hall in a “Town Hall” format. Town Hall legislative sessions should be held at least once a year in each Council council district. The purpose of the Town Hall meetings is to offer a time for city council to hear from residents and neighborhood councils at a meeting held outside of City Hall and more convenient to residents of each council district. The order of business at the legislative session of a Town Hall meeting shall be as set forth in Rule 2.14.C above, provided:

1. The “Town Hall” portion of the agenda shall be after Council council appointments and approval of mayoral appointments, and before reading of consent agenda items;
2. The specific agenda and number of presenters at the Town Hall portion of the legislative agenda shall be determined by the Council council President president, with preference given to the neighborhood councils of the district where the council meeting is held; and
3. No open forum will be commenced or continued after 8:30 p.m.

Rule 2.15 PARTICIPATION BY 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:

No person shall be permitted to conduct demonstrations, display banners, hold signs, applaud speakers, use profanity, vulgar language or obscene speech, yell or make comments that attack or verbally insult any individual in as much as such conduct would intentionally disrupt, disturb, or otherwise impede the proceedings.

- 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.

D.E. Those who wish to provide commentary but do not wish to give verbal oral 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 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. in as much as such conduct would intentionally disrupts, disturbs, or otherwise impedes the proceedings. To facilitate the orderly conduct of council meetings, maintain compliance with applicable fire codes and the Americans with Disability Act (ADA), prevent visual obstruction of proceedings, and prevent interference with or interruption of other attendees addressing the council, attendees shall not stand in or otherwise impede access to entrances and exits to the Council Chambers, aisles or pathways inside the Council Chambers or the front row, and shall not stand in a manner that obstructs the view of any other attendee.

To prevent disruption of council meetings, maintain compliance with applicable fire codes and the Americans with Disability Act (ADA), prevent visual obstruction of proceedings for members of the audience and prevent the interference or interruption of other attendees speaking to the cCouncil, members of the audience shall not stand in or otherwise interfere in the access to entrances and exits to the cCouncil cChambers, aisles or pathways inside the cCouncil cChambers or the

~~front row or other reserved seating, and shall not stand in a manner that blocks the view of other attendees to ensure so that all those in attendance have an unobstructed view of the council proceedings so as to in order to maintain unobstructed view of the Council proceedings for all attendees. In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, no modes of expression not provided by these rules, including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language or obscene speech, physically pounding the dais or other furniture, yelling, or personal comments or verbal insults about any individual will be permitted. To prevent disruption of council meetings and visual obstruction of proceedings, members of the audience shall remain seated during council meetings.~~

E.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.

F.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.

G.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.

H.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.

H.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. Members of the public may photograph or film council proceedings subject to the limitations in this rule. No flash photography or other lighting is permitted. Except during portions of the meeting council meeting involving presentation of awards, proclamations, salutations or other commemorative events, all photography and filming shall be conducted from the areas of Council Chambers or meeting room set aside for members of the media, and no photography or filming shall be permitted from center or side aisles ~~or from the seating area~~, as such activity may disrupt the ability of the public to view the council meeting. Individuals violating this rule may be subject to removal pursuant to Rule 2.13. This rule does not prohibit individuals from recording the meeting with audio or video equipment that does not disrupt the orderly conduct of the meeting.

J.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

A. Members of the public can sign up to give testimony beginning no later than 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 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.
- 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/>

Rule 2.17 VOTING

A. Except where a majority plus one vote is required, (e.g., Charter section 19, RCW 35.33.081, RCW 35.33.091), and unless otherwise provided herein, all motions must receive at least four (4) affirmative votes to pass.

B. If a motion receives less than the required number of affirmative votes, it shall be declared that the motion failed and the status quo shall prevail.

~~∴, the motion fails any motion, either:~~

~~The matter will be continued, or~~

~~if it appears that because of disqualification or other reason the council will not obtain four votes for any motion to dispose of the matter, it shall be declared that no action was taken, and the status quo shall prevail.~~

B.C. Upon a tie vote, the status quo prevails on the matter upon which the vote was cast.

C.D. The votes on any ordinance or formal resolution shall be individually taken and recorded. As to any other matter (such as motions), voting shall be by voice vote unless a member requests, prior to action on the next item of business, a roll call vote. Unless otherwise required due to the technical limitations of the specific meeting method or forum, the alternative to voice vote shall be the electronic voting tally system currently in use in the council chambers.

D.E. In all cases of voting by other than voice vote, the city clerk shall record the names of those voting on each side of the question and of those abstaining. In cases of voice vote, it shall be sufficient for the chair to announce, and the record to reflect, whether the motion carried or failed. Regardless of method of voting, each council member shall have the right to explain the reasons for their vote and such a request shall be regarded as a point of personal privilege.

E.F. A council member may abstain from voting on any matter before the council if they have a direct personal or financial interest in the matter before the council which is not held in common with other members of the council. In order to abstain from voting, a council member must describe to the council president the basis for the abstention in an open public meeting prior to the vote.

Rule 2.18 SUSPENSION OF THE RULES

These rules may be temporarily suspended for a particular matter or meeting by the affirmative vote of five council members. Motions to suspend the rules must specify the general purpose of the suspension (e.g., "Motion to suspend the rules for the purpose of adding three items to the agenda"). Except with respect to open forum and public

participation in council proceedings, a motion to suspend the rules does not relieve a council member from making a separate motion on the question that prompted suspension of the rules. By way of illustration, a motion to suspend the rules to “add three agenda items” still requires a separate and subsequent motion to add the three items to the agenda. ~~A motion to~~

Rule 2.19 RECONSIDERATION

All legislative decisions of the city council, including consent items, ordinances, resolutions, and hearing items are final, except that a council member on the prevailing side of a vote or who was absent for the vote may resubmit that item for reconsideration within 15 days of council consideration or prior to the mayor’s action on an ordinance, whichever occurs first. Nothing in this rule shall be deemed to prevent any council member from otherwise submitting an ordinance or resolution to repeal or modify a prior city council action so long as such repeal or modification is added to the committee and council agenda as provided in these rules.

Rule 2.20 PARTICIPATION BY TELEPHONIC OR VIRTUAL MEANS

- A. A council member may participate telephonically and/or virtually in all or part of a council meeting if:
 - 1. Prior approval is given by the council president for good cause, whose approval shall not be unreasonably withheld;
 - 2. All persons participating in the meeting, including the public, are able to hear each other at the same time, such as by the use of a speaker phone; and
 - 3. The council member participating remotely shall have reviewed all of the applicable material and participated in the relevant portion of the council meeting related to the topic to which the council member is voting on.
- B. Any technical prohibitions or difficulties that prevent all parties present at the council meeting from adequately communicating with one another will negate any authorization previously given by the council president.

RULE 3 – ADJUDICATIVE APPEALS AND HEARINGS

- A. Adjudicative hearings are quasi-judicial hearings involving named parties. Testimony during adjudicative hearings is limited to the parties involved in the hearing. Public testimony is not accepted in adjudicative hearings. Where procedures for appeals and hearings have been established by ordinance, the council shall follow those procedures. If a conflict arises between the ordinance and council rules, the ordinance shall prevail. Where there are no established

procedures for an adjudicative appeal or hearing, the council shall implement the following procedure.

- B. No person shall be allowed to discuss any matter pending hearing with any member or members of the council except in the council chambers in the regular course of a council meeting. Each council member shall vigorously strive to avoid any outside communication from anyone in any form concerning a matter pending hearing or decision. If an outside contact cannot be avoided, the council member shall immediately make a note of the contact and shall at the beginning of the council's hearing on the matter announce the fact of the contact, the identity of the person, and the substance of the communication. If the communication be in written form, the council member shall as soon as possible file it with the city clerk.
- C. When the council's discussion and vote on a hearing item is at a meeting other than the hearing, it shall be the obligation of every council member participating in the action to be familiar with the facts in order to reach an informed, independent judgment. When a member discussing or voting on the matter was not present at the hearing, that member will have familiarized themselves with the hearing item based upon any audio or video recording of the hearing and all documents contained in the record. A council member shall not be briefed by anyone except in an open meeting.
- D. Council members shall disqualify themselves from participating in a hearing whenever bias, interest, or other influences will prevent or appear to prevent them from exercising fair-minded, independent judgment on the facts and established policy. Disqualifying influences include prejudgment of the issues that cannot be swayed by the facts in evidence, a partiality or personal bias for or against a party, and a personal pecuniary interest in the subject matter. Examples of disqualifying bias include a close personal, family, or business relationship with a party, ownership of property the value of which might be affected by the decision, and a business or personal financial situation that might be affected by the decision.
- E. Should a council member be aware of circumstances which might appear to disqualify them, they can either disqualify themselves or explain the circumstances before the hearing and let the rest of the council, by majority vote, decide whether they can participate. Should the council be aware of circumstances which might appear to disqualify a member, the council may, by majority vote, disqualify the member. The council's discussion concerning disqualification of a member may occur in executive session. A disqualified member shall be absent from the dais during the hearing and during discussion and voting.
- F. In all adjudicatory appeals and hearings, council members are acting in their quasi-judicial capacity and shall comply with all applicable provisions of state law including the appearance of fairness doctrine (Chapter 42.36 RCW) and the code of ethics for municipal officers in contract interests (Chapter 42.23 RCW).

G. Adjudicatory Appeal Hearing Procedures.

At the hearing on the appeal, the following rules apply:

1. Oral argument on appeal is limited to parties of record.
2. Oral argument on appeal is limited to thirty minutes per side. If there is more than one appellant or more than one person wishing to present oral argument on appeal, the total time allowed to all such persons is thirty minutes. Any time reserved for rebuttal or surrebuttal is deducted from the time allowed for opening argument. Time taken to respond to questions from the city council is not deducted from the time allowed for argument.
3. Argument is presented first by the appellant in support of the appeal followed by the respondent in opposition to the appeal.
4. No new evidence may be presented during oral argument. Matters found by the hearing officer or body to be facts in the record are presumed to be true and accurate. Oral argument is limited to stating why the record does or does not support the decision.
5. The city council may not consider any new facts or evidence on appeal. The city council's review of appeals is limited to the record prepared by the hearing officer or body, including the verbatim transcript of the hearing, the written appeal, memoranda submitted, and, if permitted, oral arguments presented in accordance with the requirements of this section. Closed record appeals before the city council must be concluded within 90 days of the date the appeal is filed unless all parties agree to a longer period.
6. Supplemental documents.
 - a. The parties to the appeal may file memoranda regarding the appeal. Such memoranda must be filed by the agenda deadline for the meeting preceding the meeting set for consideration of the appeal.
 - b. Any replies to the memoranda must be filed by the agenda deadline for the meeting set for consideration of the appeal.
 - c. The city clerk distributes such memoranda and responsive documents to all parties to the appeal, the city council, the city attorney, the planning director, and the hearing examiner.
 - d. Neither memoranda nor responses may contain any new facts or evidence or discuss matters outside the record. They are limited to stating why the record does or does not support the decision.

- H. The city council may supplement these rules in a case-by-case situation in order to provide due process to all participants in a hearing.

RULE 4 – ORDINANCES AND FORMAL RESOLUTIONS

Rule 4.1 UPLOADED ITEMS FOR COUNCIL CONSIDERATION

- A. All council agenda items, including ordinances and resolutions shall be uploaded into OnBase as provided in Rule 2.10 (Agenda Process).
- B. After presentation at committee, so long as council sponsorship requirements are met as provided in Rule 2.10 (Agenda Process), the council office director, or their designee, will approve items to move forward to the clerk for consideration at a future council legislative session. All items, whether discussion or consent, will remain in the council queue and will not advance toward a legislative agenda until having gone through committee unless granted permission to be considered on a compressed timeline as established in Rule 2.9 (Introduction of Items).
- C. To accommodate narrow construction windows, engineering construction contract briefing papers may be submitted to committee prior to bid opening as long as the item includes the engineer's cost estimate and estimated construction timeline. When final construction contract information is received, these items may be re-submitted to the council office director, or their designee, for submission to the clerk for consideration at a future council legislative session.
- D. An ordinance or resolution must have been filed with the clerk prior to the meeting of which it is an agenda item. No ordinance or resolution, except emergency measures, shall be passed until it has been on file with the clerk for at least three (3) business days, including the day of the council meeting.
- E. If an ordinance or resolution, or an amendment to an ordinance or resolution, has not been on file with the Clerk for at least three (3) business days, a council member may request that the ordinance, resolution or amendment be read in full prior to consideration by the **c**Council. Absent a request by a council member for a full reading, any ordinance or resolution (including any amendments) that has been submitted to the agenda as provided under these rules may be considered after reading of the title or a summary.
- F. Each ordinance or resolution shall have a succinct, plain-language title and summary which briefly describes its purpose and effect. The agenda sheet for every item shall, when filing the same with the city clerk, specify the committee of origin for the ordinance or resolution and the names of the council members who are sponsoring the ordinance or resolution. Subject to Rule 2.18 (Suspension of rules), every ordinance or resolution must be first presented in a committee before it may appear on the council's agenda for first reading (for ordinances) or for council consideration (for resolutions).

- G. Each ordinance or resolution which would have an impact on the fiscal condition of the city must note that fact on the agenda sheet and be accompanied by a brief description of the fiscal impact of the ordinance or resolution on the current year's budget.
- H. At the time of submission of a legislative discussion item to the council agenda, the record relating to the item must reflect compliance with Rule 2.10.K (Public Comment).

Rule 4.2 AMENDMENT AND SUBSTITUTION

- A. "Amendment" of legislation pertains only to legislation on the agenda and occurs at the time proposed legislation is under debate by the council, and may be offered by motion by any council member. "Substitution" of legislation occurs prior to debate of proposed legislation and may only be made by sponsors of the ordinance or resolution. Amendments and substitutions are permitted only as provided in this Rule 4.2.
- B. Every proposed amendment shall be in writing and circulated to the city clerk and city council members and staff prior to 10:00 a.m. on the Friday immediately preceding council consideration; provided, amendments making clerical or technical corrections may be articulated orally during debate. In the event of a question whether an oral amendment is technical or clerical in nature, the initial determination shall be made by the policy advisor, whose determination may be overridden by five affirmative votes of the council.
- C. Proposed amendments shall be included in the current agenda packet for the benefit of public review and council consideration and shall be identified by the council member proposing them (e.g., "The Council Member [LAST NAME] Amendment to ORD CXXXXX").
- D. A substitution of all or a portion of the wording of an ordinance or resolution which is to be listed on an advance council agenda may be submitted by the majority of sponsors of the ordinance or resolution without council approval, so long as the substitution is in writing and circulated to all council members and the city clerk by no later than 10:00 a.m. on the Friday immediately preceding the meeting at which the ordinance or resolution is to appear on an advance agenda.
- E. Any motion to amend an ordinance or resolution shall require four (4) affirmative votes to pass. Any motion to suspend the requirements in this Rule 4.2 shall require five (5) affirmative votes to pass.
- F. Amendments and substitute versions not filed with the city clerk at least three days before the meeting, whenever reasonably possible, shall be posted for public viewing on the city council Facebook page or other similar channels so that interested members of the public may review during council's consideration of the

matter.

- G. The deletion of an emergency clause converts the ordinance to a regular ordinance which requires a second reading at a subsequent meeting. The addition of an emergency clause requires the ordinance to be deferred to allow public hearing.

Rule 4.3 SUBJECT MATTER

The council shall not consider or pass any ordinance or resolution the subject matter of which is not directly related to local affairs or municipal business or if action by the city council does not result in the adoption of a new or amendment to an existing ordinance or resolution or affect any city policy or practice.

RULE 5 – PROCESSING ORDINANCES

Rule 5.1 PUBLICATION, SIGNATURE AND RECORDING

- A. An ordinance passed by the city council shall, within five (5) days thereafter, be presented to the mayor.
- B. An ordinance:
 - 1. Making the annual tax levy,
 - 2. Adopting the original annual budget,
 - 3. Making appropriations,
 - 4. Implementing a local improvement district or confirming the assessments therefor,
 - 5. Which is an emergency or special budget ordinance,
 - 6. Which is an emergency ordinance, or
 - 7. Which has been approved by the electors by referendum or initiative

shall become effective immediately upon passage.

- C. Ordinances signed by the mayor, and the approved parts of ordinances that have been partially vetoed, will thereupon be filed with the clerk for recording and publication if not already published.
- D. Ordinances not signed by the mayor after ten (10) days will be filed with the city clerk for signature, recording and publication as necessary.

Rule 5.2 VETO

If, within ten (10) days of presentment, the mayor vetoes an ordinance or part of an ordinance, the ordinance or part thereof, along with the veto message (if any), is returned to the city council, which shall provide a copy to the city clerk. The city clerk shall schedule the matter for reconsideration for the next available council meeting, if requested by a city council member. If, within thirty (30) days of the mayor's veto or partial veto, the city council overrides the veto, the ordinance shall be considered enacted on the date that the override occurs and shall take effect 30 days after enactment. Such ordinance will be signed by the council president, council president pro tem, or two council members and filed with the city clerk for publication and recording. Any ordinance vetoed by the mayor, and for which no veto override has been passed by the council, may be resubmitted for council approval as provided in Rule 2.19 (Reconsideration).

RULE 6 – COMMITTEES

Rule 6.1 STANDING COMMITTEES – ESTABLISHMENT AND MEMBERSHIP

A. There shall be four (4) standing committees, as follows:

1. Public Safety and Community Health;
2. Urban Experience;
3. Public Infrastructure, Environment and Sustainability;
4. Finance and Administration.

B. All council members shall be members of each standing committee. Standing committee meetings shall be noticed as meetings of the council where no legislative action shall occur.

C. The council president shall chair each study session, Briefing Session and Legislative Session of the city council. All committee chairs and vice-chairs shall be determined by majority vote of the council and shall preside over the meetings of their respective committees.

D. Each standing committee shall have an executive committee comprised of three council members: the committee chair and the two (2) vice chairs. The council shall confirm executive members of each standing committee by resolution adopted no later than the second meeting in January of each year or as soon thereafter as possible.

Rule 6.2 COMMITTEE PROCESS

- A. The purposes of standing committee meetings are first to provide council members an opportunity to discuss potential legislation publicly and second to provide the city administration and city staff an opportunity to update council members regarding department programs, plans, and other administrative activities and future City council administrative items, to brief the council on future legislative agenda items, and to discuss strategic initiatives with the city administration and measuring progress of these initiatives. Legislative agenda items should be in final or close to final draft form at the committee presentation. Council members should also utilize standing committees to update each other on their board, committee, and commission assignments,
- B. All standing committees shall be video recorded and open to the public using the appropriate method (i.e., webcasting or streaming when physical presence is not possible due to law or regulation) except during such time as the committee is in executive session consistent with the OPMA. No public testimony is taken during standing committee meetings. Participation in a standing committee meeting shall be limited to standing committee members, appropriate staff and other individuals recognized by the committee. Upon motion of the city council, a standing committee meeting may be conducted as a meeting of the full city council, in which case, a special meeting notice shall be issued, and the meeting shall be conducted in a study session format. Administrative support for each committee will be provided by council office staff.
- C. Each committee shall meet monthly at 1:15 p.m. in the council chambers, except where cancelled or rescheduled to a different time or date at the discretion of the chair, in the following order:
1. Public Safety and Community Health: First Monday of each month
 2. Urban Experience: Second Monday of each month
 3. Public Infrastructure, Environment, and Sustainability: Third Monday of each month
 4. Finance and Administration: Fourth Monday of each month
 5. If there is a fifth Monday in a month, that date is reserved for an additional study session if needed and as convened by the council president.
 6. If a committee meeting falls on a scheduled city holiday, the meeting will be rescheduled to the next available Monday at 10:00 a.m.
- D. Committee meeting agenda are formalized pursuant to Rule 2.10 (Agenda

Process). The regular order of business for committee meetings is determined by the committee chair.

- E. Each item presented in committee must be accompanied by a briefing paper, using the Briefing Paper Template attached to these rules (attachment B), and any additional briefing or research documents necessary, unless waived in the particular case by the committee chair.
- F. Each ordinance or resolution must be presented by the council sponsor or their designee in the appropriate committee which corresponds to the subject matter of the ordinance or resolution before it may move forward for inclusion on the council's legislative agenda. With written permission from both the council president and one of the executive committee members of the standing committee under which the item would normally fall, this requirement may be met by conducting a presentation of the item in a regular council study session which has been noticed as a public meeting.
- G. By motion of the council, any matter before the council may be referred to a committee, except that no committee shall investigate the facts of, nor shall any member or members of the council take independent action on, any pending or contemplated adjudicated matters.

Rule 6.3 INTER-GOVERNMENTAL COMMITTEES AND BOARDS

Unless governed by other regulations, statutes, or ordinances, the nomination of the full slate of council members to inter-governmental committees or boards shall be made by the council president, subject to confirmation by a majority of the city council. All appointments shall be made consistent with the governmental documents creating the inter-governmental committee. The council president shall appoint proxies to attend meetings when the assigned council member is unable to attend a meeting.

Rule 6.4 AD HOC COMMITTEES AND WORKING GROUPS

Council ad hoc committees, also known as working groups, with specified functions may be established for a designated term or for a specific task or to advise the council on specific subject matter, by resolution. Unless specified in the resolution which created the ad hoc committee, matters of committee business such as the appointment process and qualifications for membership, the number of members, and the deadline for any resulting reports of the ad hoc committee shall be determined by the committee itself. Working groups shall not include more than three council members unless the meetings of such a working group publishes notices of its meetings consistent with the OPMA.

Rule 6.5 BOARDS AND COMMISSIONS APPOINTMENT PROCESS

The city council shall interview mayoral nominees for appointment to boards and commissions prior to considering their appointment and shall take action on each such

nomination in an open public meeting. Re-appointments do not require an interview unless requested by a council member.

RULE 7 – MISCELLANEOUS

Rule 7.1 COUNCIL POSITION VACANCY

- A. Upon receipt of a written notice of a vacancy or an impending vacancy of a city council position other than that of council president, the council president or designee shall announce the vacancy within seven (7) days of the receipt of the vacancy notice occurring and call for interested parties to submit their applications for consideration by a deadline stated by the council president set with concurrence of the council.
- B. Upon the close of the deadline, each council member shall review the applications, interview on an individual basis whichever applicant(s) they desire to interview and send the council president a prioritized list of who they believe should be interviewed by the entire city council.
- C. The council president shall compile the council members' prioritization of candidates to be interviewed and schedule the top-ranked candidates to be interviewed by the entire city council. Additional candidates may be selected for interviews by a majority vote of the council. Once the slate of candidates to be interviewed by the entire council is announced, no council member may communicate with any candidate outside of the formal interview by the entire council.
- D. The council shall conduct interviews of each individual candidate selected for interviews in an open public meeting. No public comment is permitted in such public meetings.
- E. Upon completion of the interviews, the council, pursuant to RCW 42.30.110(1)(h), may go into executive session to evaluate the qualifications of each candidate.
- F. The council shall take final action by resolution appointing a candidate to fill the vacancy during an open public meeting.
- G. Provisions regarding the selection of a candidate for a city council vacancy not set forth by these rules shall be determined by the city council by motion during an open public meeting.
- H. If the council president position becomes vacant, the city council may elect to appoint one of the existing council members to fill the position of council president without following the selection procedure set forth above. If, upon a motion of the city council, the city council decides to consider someone other than an existing council member to fill the vacant position of council president, the city council shall

follow the selection procedure set forth above.

Rule 7.2 COUNCIL MEMBER DISCIPLINE

Council members may be subject to disciplinary action only by motion adopted by the affirmative vote of five (5) members of the council, taken in an open public meeting. Disciplinary action may be based on violation of these rules, the City Ethics Code (SMC 01.04A), or any standards of behavior expected of elected officials, including apparent conflicts of interest, and may include, without limitation, censure, removal from membership on a standing committee, or removal from membership on an intergovernmental board or commission. Nothing in this rule shall be deemed to prevent the council from adopting a non-binding resolution formally admonishing, rebuking or denouncing any other elected official, to the extent otherwise permitted by law.

Rule 7.3 COUNCIL STAFF

- A. Each council member has the sole authority to hire, direct, and discharge one legislative assistant.
- B. While all council members have the authority to direct a member of shared council office staff, pursuant to Charter Section 9 and SMC 02.005.030, the city council delegates to the council president the power to hire, supervise and discharge central office staff, subject to the provisions of SMC 02.005.

Rule 7.4 COUNCIL OFFICE BUDGET

- A. Any council member may propose to allocate funding from the approved council office budget beyond that which is reserved for the salaries of council members, personal staff, and approved shared council office staff.
- B. All council office budget allocation proposals over \$10,000 that differ from the adopted council budget must be approved by the affirmative vote of four (4) council members at an open public meeting.
- C. On at least a quarterly basis, the council's budget manager shall make available to all council members a report on the status of and balances of all individual line items in the council office budget. The budget manager will also work with the Administration to pursue dashboard capability for public and council review of all city budget line items.

Rule 7.5 COUNCIL MEMBER AND STAFF ORIENTATION

- A. New council members and newly appointed staff shall receive on-boarding and orientation meetings and information within thirty (30) days of their swearing-in or

appointment.

- B. Orientation materials shall be generated by the council office director in consultation with the central staff and shall consist of at least the following:
1. City Charter and Spokane Municipal Code overview;
 2. Overview of the city's budget process and statutory budget requirements;
 3. Overview of the council rules of procedure and meeting process, including the sign-up process for public testimony;
 4. Summary of often-cited parliamentary process (i.e., motions, decorum, etc.);
 5. Overview of all standing and outside boards and commissions to which council members are appointed, including their functions, history, and composition;
 6. Overview of policies and procedures relating to the publication of council materials and use of social media; and
 7. Completion of open government training as set forth in Administrative Policy No. 0520-17-06 and RCW 42.30.205.

Rule 7.6 COUNCIL MEMBER RESPONSIBILITIES

- A. A time commitment of approximately 30-50 hours per week is normally required to adequately fulfill the role of city council member.
- B. Unless excused by the council president or committee chair, as applicable, council members must attend the following recurring engagements:
1. City council administrative and legislative sessions each Monday;
 2. Standing committee Meetings on Mondays as scheduled;
 3. Weekly study sessions, as scheduled by the council president;
 4. Ad hoc working groups as assigned;
 5. Outside boards and commissions as assigned (typically between 6-9);
 6. Neighborhood council meetings from their respective council district on a regular basis but not necessarily every scheduled meeting (typically at

least two a week district wide during each of the first three weeks of a month);

7. Constituent meetings as necessary;
8. Staff meetings as necessary;
9. Other council member meetings as necessary; and
10. Community events as time permits.

C. Notwithstanding the provisions of this rule, nothing in these council rules preclude the administration from providing onboarding and orientation as to the activities and procedures followed by administration staff.

Rule 7.7 CITY COUNCIL PLANNING

- A. Council shall consider annual council member appointment to boards, commissions, and committees by resolution no later than the second council meeting of each calendar year.
- B. Council shall consider the Plan Commission's annual work program by resolution no later than February 28 of each calendar year.
- C. Council shall consider annual changes to the council rules by resolution no later than February 28 of each calendar year. Additional adjustments to the rules may be made by resolution.
- D. The council president or their designee shall schedule a council Retreat annually prior to February 28 of each calendar year. Additional retreats may be scheduled throughout the year at the council president's discretion.

Rule 7.8 LEGAL INQUIRIES

All inquiries by council members and council staff to the city legal department regarding City Charter provisions, any proposed or existing ordinance, any proposed or existing resolution, or any rule or procedure shall be directed to the appropriate attorney and the city attorney with a copy sent to the city council policy advisor, who shall forward the legal department's response to the inquiry to the full council when (a) any related legislation appears on a committee or council agenda, (b) upon the request of any council member, or (c) if the policy advisor deems the communication relevant matters of interest to council members. All other inquiries may be directed to the city attorney alone, and the response from the legal department to the individual council member's inquiries shall not be forwarded to the city council policy advisor. All inquiries to and responses from the legal department, regardless how originated, shall remain confidential privileged communication unless the privilege is waived by the full council pursuant to Rule 1.3.B. During legislative debate or other public meetings, council members shall refrain from

disclosing the content of legal advice provided by the city legal department or outside counsel, except to disclose (a) the fact that the city legal department was consulted on a matter, and (b) that based on said legal advice, the council member is adopting a particular position regarding the matter discussed with the city legal department. For example, the following statements would comply with this rule:

“I consulted with city legal on this legislation, and I think the proposal needs more work before we adopt it.”

“This resolution was forwarded to city legal. Based on their review of this resolution, I am not supporting it.”

“City legal reviewed this contract. Therefore, from a legal standpoint I see no reason not to approve it.”

Adopted by Resolution 2024-_____ (2/____/2024)

Attachments:

A. Division Standing Committee Assignments (Rule 2.10.C)

B. Briefing Paper template (Rule 2.10.H)

[Attachment B.1: Standard Briefing Paper](#)

[Attachment B.2: Special Budget Ordinance \(SBO\) Briefing Paper](#)



SPOKANE CITY COUNCIL RULES OF PROCEDURE

(2024 revision, adopted by Resolution No. 2024-XXXX [02/___/2024])

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RULE 1 - GENERAL PRINCIPLES

Rule 1.1 PURPOSE

The Spokane City Council adopts these rules to govern the conduct of city council business. These rules do not confer upon any person who is not a member of the council any right to a particular procedure, nor do they affect the validity or legality of any council action.

Rule 1.2 DUTY OF MUTUAL RESPECT

It is the constant duty of each council member to treat each other, city staff, board and commission appointees, and the public with respect. Likewise, all persons who attend a council meeting or interact with council members or council staff in any type of forum or communication, regardless of the form or format, must act respectfully toward all persons and not commit “Unlawful harassment” as defined by RCW 7.105.010(36). Mutual respect includes, but is not limited to, not intentionally disclosing private information about a council member or staff such as personal telephone numbers or home addresses without the permission of the council member or staff.

Rule 1.3 DUTY OF ETHICAL CONDUCT

- A. Each council member must uphold the constitution, laws, and regulations of the United States of America, the State of Washington and the Charter and ordinances of the city including, without limitation, chapter 01.04A, SMC (Code of Ethics), recognizing that federal and state laws pre-empt local laws. Should a council member have a conflict of interest or become aware that they have or may have a conflict of interest, that council member shall promptly inform the council of the conflict of interest and abstain from any council action in connection with that matter.
- B. Confidential information.
 - 1. No council member may disclose confidential information, including attorney client privileged communications, to any person not entitled or authorized to receive the information. Notwithstanding the foregoing, the city council may, upon the affirmative vote of five (5) council members taken in an open meeting, authorize the release of specific information which would otherwise be deemed confidential information, including without limitation discussions held in executive session. Disclosure of legal advice shall be pursuant to Rule 7.8 (Legal Inquiries).
 - 2. For purposes of these rules, “confidential information” has the same meaning as the term is defined in SMC 01.04A.020(I) and SMC 01.04A.030(I)(1).

- C. No council member may use or authorize the use of facilities of the city, directly or indirectly, for the purpose of assisting a campaign for election of a person to an office or for the purpose of or opposition to a ballot proposition. Council members shall comply with RCW 42.17A.555 (Use of public office or agency facilities in campaigns—Prohibition—Exceptions). Notwithstanding the foregoing, nothing in these rules prevent any member of the public from exercising their rights to free expression by wearing clothing, buttons, or other attire which displays messages of a political nature in a council meeting, so long as such conduct does not include the display of signs and/or disrupt the council meeting. Further, these rules do not prohibit the city council, acting as a body in an open public meeting, from adopting resolutions supporting or opposing state or local ballot propositions.

Rule 1.4 ROBERT’S RULES OF ORDER

Matters of procedure not otherwise provided for herein are, insofar as practical, determined by reference to *Robert’s Rules of Order, Newly Revised*.

Rule 1.5 AMENDMENT OF COUNCIL RULES

These rules may be amended at any time by resolution of the city council. Suspension of the rules shall be pursuant Rule 2.18.

RULE 2 – MEETINGS

Rule 2.1 PLACE AND TIME OF MEETINGS

- A. As provided in SMC 02.01.010, the regular meeting of the city council is at 3:30 p.m. every Monday in the council chambers. If a Monday is a city holiday, that week’s regular meeting shall be held on the next day that is not a holiday if a quorum is available, unless cancelled at the discretion of the council president.
- B. The 3:30 p.m. council session is a briefing session in which the council receives staff reports on matters of interest, committee reports, background information from staff regarding matters on the advance agenda for the next week’s meeting and for that day’s agenda, making any adjustments to the agenda and agreeing as to any issues of procedure for that day’s meeting. Once the advance agenda has been reviewed, the city council shall approve the agenda by motion. The council president may call a recess after the briefing session until the 6:00 p.m. council session.
- C. If two or more consecutive regular meetings are canceled, the council president has the discretion to cancel the initial 3:30 p.m. Briefing Session due to lack of business. The 6:00 p.m. council session, as referenced under section E below, will be held to consider that day’s agenda.

- D. At the conclusion of the briefing session, or at other time properly announced, the city council may adjourn into executive session consistent with the Open Public Meetings Act (“OPMA”). Adjournment into executive session shall be by motion, which shall be adopted by a majority of council members present. Before so doing, the chair shall announce the subject matter of the executive session with as much particularity as will not frustrate the purpose of the executive session and the estimated duration of the executive session. The council president determines which person(s) shall attend each executive session, absent an adopted motion by the council determining which person(s) other than council members and attorneys shall be permitted to attend.
- E. The 6:00 p.m. council session is the legislative session, during which the council may take public testimony, discuss, and take action on agenda items, and hold the open forum as provided in Rule 2.2 (Open Forum). The council president may combine specific agenda items for purpose of public comment and voting if there is no objection by attending council members, and if there is an objection, by majority vote.

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 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 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.

D.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. ~~To prevent disruption of council meetings and visual obstruction of proceedings, members of the audience shall remain seated during council meetings, including during open forum.~~ Individuals speaking during open forum shall address their comments to the council president, and speakers as well as members of in the audience shall comply as well as in the audience comply with -shall maintain decorum as laid out in Rule 2.15 (Participation by Members of the Public in Council Meetings). ~~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.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 2.3 ADJOURNMENT OF MEETINGS

- A. At the conclusion of the legislative session, unless there is further business before the council, the chair shall request a motion to adjourn the meeting until the next regularly scheduled council meeting.
- B. Any meeting may be adjourned prior to the completion of the city council's agenda to a place and time set by motion. Unless otherwise specified in the motion, the meeting will be adjourned to the place and time fixed for the next regular meeting. If a regular meeting be adjourned to a place and time specified, that adjourned

meeting is a regular meeting.

- C. If at the time fixed for the beginning of any meeting, or at any time in the course of a meeting, less than a quorum be present, the council president, or in the president's absence any member, or if there are no council members present then the city clerk, shall declare the meeting adjourned to the next regular meeting.
- D. If a meeting is adjourned prior to the completion of the city council's agenda, all matters on the agenda not disposed of shall be continued to the adjourned meeting. The city clerk or other person designated by the clerk shall post a written notice of adjournment conspicuously on or near the main door of the place of any meeting which has been adjourned. The notice shall be posted as soon as possible after the adjournment and shall state the fact of adjournment and the place and time to which the meeting was adjourned.
- E. At 10:00 p.m., absent an adopted motion to remain in session to a time certain, the council's regular meeting shall be adjourned by motion and action shall be continued to the next Legislative Session. If testimony on an item was not completed before the meeting was adjourned, it shall be continued to the next meeting without allowing for additional members of the public to sign up or for those who were able to testify at the first meeting to give testimony again unless significant changes have been made to the item, per the discretion of the council president or presiding council member.
- F. In the event noise, disturbance, indecorum, or other circumstances disrupt council proceedings so as to render the orderly conduct of such meeting unfeasible, or if the removal of the individual(s) causing the disruption will not restore order, the council president or presiding council member may request a motion to adjourn the meeting either to the next regularly scheduled council meeting or to an alternate place and time set by motion. Absent adoption of such a motion by a majority of council members present, the meeting shall continue, subject to the chair's discretion to remove disruptive individuals under Rule 2.13 (The Chair).

Rule 2.4 SPECIAL MEETINGS

Special meetings may be called by the city clerk on the written request of the mayor, council president, or, if by council members, by passage of a motion made during a regular meeting. All such special meetings shall be noticed in compliance with the OPMA and Rule 2.12 (Special Meeting Notices) of these rules.

Rule 2.5 STUDY SESSIONS

A regular study session of the city council is held every Thursday at 11:00 a.m. for receiving information on staff matters, staff briefings, and discussion among council members on issues of public concern. Study sessions are held in a workshop format, with no public hearing, no council action to dispose of any item unless the study session was

noticed as a special meeting in compliance with the OPMA and Rule 2.12 (Special Meeting Notices) of these rules. A quorum of the council is not necessary in order to proceed with a study session. Additional study sessions may be scheduled at the discretion of the council president or by a vote of the majority of council members present at a public meeting of the council.

Rule 2.6 QUORUM

A quorum is four (4) or more council members present and qualified to act unless a particular action requires the affirmative vote of more than four. The quorum for the adoption of an ordinance making an emergency expenditure as provided in RCW 35.33.081 and 35.33.091, adoption of an ordinance effective immediately under subsection 19(a)(1) of the Charter, and override of a veto as provided in subsection 16(b) is five (5).

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.
- C. When it is not obvious what service an animal provides, city staff may only inquire (1) whether the dog is a service animal required because of a disability, and (2) what work or task has the dog been trained to perform. City staff shall not ask about the person's disability, require medical documentation, require a special identification card or training documentation for the dog, or ask that the dog demonstrate its ability to perform the work or task.
- D. Allergies and fear of dogs are not valid reasons for denying access or refusing service to people using service animals. When a person who is allergic to dog dander and a person who uses a service animal must spend time in the same room or facility, for example, in a school classroom or at a homeless shelter, they both should be accommodated by assigning them, if possible, to different locations within the room or different rooms in the facility.
- E. A person with a disability cannot be asked to remove their service animal from the premises unless: (1) the dog is out of control and the handler does not take

effective action to control it or (2) the dog is not housebroken. When one of these situations exists, city staff shall offer the person with the disability the opportunity to be present at the city council meeting without the animal's presence.

- F. No person with a disability who uses a service animal will be isolated from other people or treated less favorably than another person in the conduct of a city council meeting.
- G. City staff shall not be required to provide care or food for a service animal at a city council meeting.

Rule 2.8 FUNCTIONS OF MEETING AGENDA

The agenda serves to introduce items to the council, to establish the order of business and to give notice to the public. The notice of a special meeting is the agenda for such meeting.

Rule 2.9 INTRODUCTION OF ITEMS

- A. Legislation shall only be placed on a regular legislative meeting agenda by the council president or any council member, through the process established in Rule 2.10 (Agenda Process), except as otherwise provided by Rule 2.18 (Suspension of Rules). No resolution or ordinance may appear for consideration on a legislative agenda for consideration by the full council unless it has first been presented in a committee or study session and is sponsored by at least two council members, one of which must be an executive committee member of the standing committee on which the item appeared. Items for which six (6) months have elapsed since the discussion of the item at a committee meeting should be returned to committee for an additional discussion before appearing for consideration on the legislative agenda. Items that need consideration on a compressed timeline due to an unforeseen urgency or emergency may be added to an advance legislative agenda prior to being presented at a committee or study session with either (i) prior written permission from all of the council sponsor(s) or (ii) the council president; provided, the matter must still be heard in committee absent suspension of the rules by the council.
- B. Regular meeting agendas are prepared by the city clerk in the manner and format prescribed by the city council and consistent with council administrative policies and procedures and these council rules.
- C. The term "legislation" in these rules means any ordinance, resolution, contract approval and special considerations. Legislation does not include any item other than ordinance, resolution, ~~contract approval~~ or special consideration, and may include, but is not limited to, council letters to outside agencies and special acknowledgements.

C.D. Any proposed ordinance intended to be enforced through a current, revised or new public rule shall include a copy of the current, revised or new public rule for consideration by the city council, along with a proposed resolution adopting said current, revised or new public rule. For purposes of this Section 2.9.D., the term "public rule" shall have the meaning set forth in Section 4.4 of that Administrative Policy and Procedure numbered Admin 0325-18-1 /LGL 2004-0021 and adopted December 3, 2018.

Rule 2.10 AGENDA PROCESS

- A. The process of submitting agenda items and preparing the agenda for all council meetings shall be consistent with these rules and any administrative policies and procedures governing council meetings and agenda items. In a conflict between these rules and an administrative policy and procedure, these rules shall control.
- B. Except as otherwise provided in Rule 2.9 (Introduction of Items), no agenda item, other than weekly reports of the mayor of pending claims and payments, payroll claims, Board/Commission/Committee appointments, initiative and referendum matters, and letters appearing under special considerations, may appear on a council legislative agenda without (i) first appearing on a standing committee agenda and (ii) meeting the requirements to emerge from the standing committee, as provided in paragraph F of Rule 6.2 (Committee Process).
- C. Agenda items submitted to a standing committee's preliminary agenda must be submitted to the standing committee associated with the division from which the agenda item originates, as illustrated in Attachment A.
- D. Agenda items may be submitted to a standing committee unrelated to the subject matter of the item with the permission of the chair of the appropriate standing committee and the permission of the chair of the unrelated committee to which the item is being submitted.
- E. Proposed agenda items are added to a final committee agenda after securing confirmation from at least one executive committee member of the relevant standing committee that they will sponsor the item for committee.
- F. To move out of a standing committee and onto a legislative agenda, resolutions and ordinances must secure two (2) council sponsors, one of which must be an executive committee member of the standing committee on which the item appears.
- G. The timeline and process for formalizing standing committee meeting agendas is as follows: follows the following process:
 - 1. No later than 5:00 p.m. on the Thursday occurring eleven (11) calendar days before the desired committee meeting, suggested agenda items

and briefing papers (for both consent and discussion items) shall be uploaded into OnBase.

- a. At that time, both the agenda sheet and the briefing paper template should be filled out and must indicate whether the preparer prefers the item to be a consent item or a discussion agenda item.
 - b. Supporting attachments, including ordinances, resolutions and contracts, are due at this time except with express permission by the committee chair.
2. By 9:00 a.m. on the Friday occurring ten (10) calendar days before the desired committee meeting, items submitted into OnBase must receive all OnBase approvals and arrive in the committee queue. Items that do not receive all OnBase approvals by the above deadline may be added to both the preliminary and final committee agenda at the discretion of the committee chair or their designee.
 3. Items originating from the council office are not required to gain administration OnBase approvals to be added to a preliminary or final committee agenda.
 4. By close of business on the Friday occurring ten (10) calendar days before the committee meeting, the preliminary agenda should be sent out to all council members for review.
 5. No later than 10:00 a.m. on the Wednesday immediately preceding the committee meeting, council member requests for additional information on any agenda item are due.
 6. At any time between the distribution of the preliminary agenda and close of business on the Friday immediately preceding the standing committee meeting the executive committee members, initiative managers, and administrative leads should meet at least once to create and/or finalize the agenda.
 7. To be included on a committee's final agenda, an item must be sponsored by at least one (1) executive committee member of the standing committee on which the item is to appear. Other than ordinances and resolutions, if an item is submitted in compliance with the above committee deadlines and is sponsored by at least one executive committee member, it shall appear on the committee's final agenda.
 8. Resolutions and ordinances being placed on the consent portion of a final committee agenda must have at least two (2) council members

identified as sponsors when submitted, one of which must be an executive committee member of the standing committee on which the item appears.

9. If administration staff need help identifying a sponsor, they should consult with the committee chair, vice chairs or their legislative assistants.
 10. After the final agenda is created, council staff circulates the final agenda by close of business on the Friday immediately preceding the committee meeting.
 11. Any deviation from the timeline for submitting agenda items (accepting agenda items past the deadlines for example) must be approved by the committee chair or their designee.
- H. Every agenda item shall be accompanied by a completed briefing paper in the format provided by the council office (Attachment B). For legislative matters adopting significant policy positions, -or policies -the briefing paper shall indicate whether the item was reviewed by a council subcommittee and, if so, a summary of the subcommittee's analysis and, if not, why subcommittee review did not occur. The presiding officer of the committee or council president, as the case may be, may exclude an agenda item for consideration if the briefing paper lacks relevant and material information.
- I. The wording for the agenda item and the relevant information placed on the agenda sheet are to be provided by the person submitting the item. Plain language shall be used to accurately describe the item with the goal of making the item easily understood by the public. The council president or their designee shall decide any disputes over wording unless verbiage is determined by a majority vote of the council. The council director or designee, the city clerk and city attorney's office staff may edit agenda items for technical, grammatical or typographical errors.
- J. Each council member shall have the continuing duty to be familiar with all agenda items and all accompanying information.
- K. At the time of submission of a legislative discussion item to a committee agenda, the council sponsor(s) shall prepare a brief summary of the legislation for the council director of communications and community engagement, who shall publicize the proposed legislation and alert the public to an opportunity for written comment. Publication under this rule may include posting a page on the city council website with a plain language explanation of the legislation and a comment form for community members to provide comment on the proposed legislation, in addition to instructions on how to provide written comment. Notice under this section shall include a statement that any legislative item appearing on the council advance or current agenda is subject to deferral by council vote on the day said

item appears on the agenda, and that members of the public should confirm whether an item remains on that day's legislative agenda by consulting the council's webpage prior to the 6:00 p.m. legislative session. Publication under this section shall be supplemental to, and not in lieu of, any publication required by the OPMA or other notice required by law.

Rule 2.11 NOTICE BY AGENDA

Except as provided below, the agenda is the only required meeting notice.

Rule 2.12 SPECIAL MEETING NOTICES

Notice of every special meeting shall be given in writing to every council member, council staff, the mayor, the city attorney, and to all parties who have on file with the city clerk a request for such notices. The notice shall be delivered personally, electronically, by mail, by facsimile or otherwise, so as to be received at least 24 hours before the meeting or as otherwise provided for in RCW 42.30.080. The notice shall state the place and time of the meeting and the business to be conducted. The council shall not make final disposition of any matter not included in the notice. Notices of special meetings are prepared by the city council office staff and issued by the city clerk's office. Submission of legislative items for consideration at a special session need not conform to Rule 2.9 (Introduction of Items).

Rule 2.13 THE CHAIR

- A. The council president, or in their absence or incapacity, the council member selected by the council to serve as council president *pro tem* pursuant to SMC 03.01.120(A) (each of whom is referred to in these rules as "the chair") shall preside over meetings of the council and cause the business of the council to be transacted in accordance with these rules. The presiding officer may yield the chair to another council member to conduct a portion of the meeting. If the council president *pro tem* is unavailable, the council member with seniority of tenure on the council shall preside.
- B. The chair shall determine all questions of parliamentary procedure, subject to appeal as provided in this Rule 2.13(B), but shall liberally grant leave to the city council's policy advisor and/or a city attorney to speak to the question. A ruling of the chair can be appealed, before the ruling is acted on, by any council member's announcement of an appeal, which appeal is perfected by receiving a second. The chair shall then state the question in terms of upholding the ruling and may state the reasons for the ruling. Then the member appealing has the floor to open debate on the appeal. Upon the close of debate, the council shall vote on the appeal.
- C. The chair may not make a motion. The chair may second a motion only if there is no other second and only for the purposes of discussion. The chair may vote as any other council member.

- D. The chair has the authority to recess any council meeting in the appropriate circumstances, including when noise, disturbance, indecorum, or other circumstances warrant a recess. In the event disturbance, indecorum, or other circumstances disrupt council meeting, the chair may request a motion to adjourn pursuant Rule 2.3 (Adjourned Meetings). The chair may direct any person or persons disrupting the meeting to be removed from the chambers or to otherwise eliminate a source of disruption. In administering this rule, the chair will be guided by the council's intent to support robust public, peaceful participation by the public.

Rule 2.14 ORDER OF BUSINESS

A. Briefing Session.

The regular order of business in a briefing session is as follows. The meeting chair may make adjustments to the order of business as needed. In the event of a double Briefing Session, where both the Current and Advanced Agendas are to be briefed due to a meeting cancellation the previous week, the Current Agenda will generally be briefed first in order to ensure that the agenda is approved and amendments occur with time for staff to prepare for the public testimony sign in period.

1. Roll call;
2. Council or staff reports of matters of interest;
3. Staff or council member briefings regarding matters on the advance agenda;
4. Discussion of and any adjustments to the advance agenda for the following week's meeting;
5. Approval by motion of the advance agenda;
6. Any new background by staff or council members for items on the current agenda; and
7. Discussion of and any adjustments to the current agenda.

B. Executive Session.

The business of an executive session is determined case by case within the restrictions of the OPMA and other provisions of state law. (See also Rule 2.1.D, Meetings). The meeting minutes shall record the announced purpose of the executive session as well as the time that executive session began and ended.

C. Legislative Session.

The regular order of business in a legislative session is as follows. The meeting chair

may make adjustments to the order of business as needed, including combining testimony on multiple items.

1. Pledge of Allegiance;
2. Words of inspiration and special introductions;
3. Roll call to establish the presence of a quorum;
4. Reading of proclamations and salutations;
5. Reports from community organizations;
6. Announcement of adjustments to the agenda;
7. Council appointments and approval of mayoral appointments;
8. Reading of consent agenda items by the clerk;
 - a. Testimony from members of the public concerning the consent agenda;
 - b. Request(s) by an individual council member, if any, to consider any specific consent agenda items separately from the consent agenda;
 - c. Action on the consent agenda;
9. Reading of each agenda item by the clerk;
 - a. Report by staff and questions to staff;
 - b. Testimony from members of the public concerning the agenda item;
 - c. Deliberation by council, and such further dialogue with staff and community members as council may desire, including any motions by council members concerning the agenda item; and
 - d. Vote.
10. Open Forum
11. Adjournment.

D. Items shall be acted upon in the order in which they appear on the agenda; provided, items may be taken out of order, combined, or separated at the chair's discretion, absent the objection of a majority of the council. Items on the agenda may be grouped under various headings or sections and entire sections may be read and acted upon at one time at the discretion of the chair absent the objection of a majority of the

council.

- E. All city council appointments or mayoral appointments which require city council approval shall be announced and voted upon by motion during the legislative session; provided, that the confirmation of mayoral nominations of department heads, the city clerk, and the city attorney, pursuant to Section 24 of the City Charter, shall be by resolution.
- F. Pursuant to SMC 02.01.010, the Council may hold a legislative session of a council meeting in outside of City Hall in a “Town Hall” format. Town Hall legislative sessions should be held at least once a year in each Council district. The purpose of the Town Hall meetings is to offer a time for city council to hear from residents and neighborhood councils at a meeting held outside of City Hall and more convenient to residents of each council district. The order of business at the legislative session of a Town Hall meeting shall be as set forth in Rule 2.14.C above, provided:
1. The “Town Hall” portion of the agenda shall be after Council appointments and approval of mayoral appointments, and before reading of consent agenda items;
 2. The specific agenda and number of presenters at the Town Hall portion of the legislative agenda shall be determined by the Council President, with preference given to the neighborhood councils of the district where the council meeting is held; and
 3. No open forum will be commenced or continued after 8:30 p.m.

Rule 2.15 PARTICIPATION BY MEMBERS OF THE PUBLIC IN COUNCIL MEETINGS

Council meetings shall be conducted in a manner that provides the opportunity for all attendees to hear, see and participate in the proceedings. Behavior that intentionally disrupts, disturbs, or otherwise impedes in the attendance and participation at a cCouncil meeting shall be prohibited. No person shall be allowed to interrupt a person speaking to the council, including council members, or ~~speakers or~~ engage in any behavior likely to divert attention away from the conduct of council business, cause disruption to the council meeting or prevent others from attending and participating in the proceedings. In addition to these general principles governing public participation, the following specific rules apply:

No person shall be permitted to conduct demonstrations, display banners, hold signs, applaud speakers, use profanity, vulgar language or obscene speech, yell or make comments that attack or verbally insult any individual in as much as such conduct would intentionally disrupt, disturb, or otherwise impede the proceedings.

- 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.

D-E. Those who wish to provide commentary but do not wish to give verbal oral 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 speakers, use profanity, vulgar language or obscene speech, yell or make comments that attack or verbally insult any individual in as much as such conduct would intentionally disrupts, disturbs, or otherwise impedes the proceedings.

To prevent disruption of council meetings, maintain compliance with applicable fire codes and the Americans with Disability Act (ADA), prevent visual obstruction of proceedings for members of the audience and prevent the interference or interruption of other attendees speaking to the council, members of the audience shall not stand in or otherwise interfere in the access to entrances and exits to the council chambers, aisles or pathways inside the council chambers or the front row or other reserved seating, and shall not stand in a manner that blocks the view of other attendees to ensure so that all those in attendance have an unobstructed view of the council proceedings so as to in order to maintain unobstructed view of the Council proceedings for all attendees. In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, no modes of expression not provided by these rules, including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language or obscene speech, physically

~~pounding the dais or other furniture, yelling, or personal comments or verbal insults about any individual will be permitted. To prevent disruption of council meetings and visual obstruction of proceedings, members of the audience shall remain seated during council meetings.~~

E.G. 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.

F.H. 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.

G.I. 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.

H.J. 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.

I.K. 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.

L. Members of the public may photograph or film council proceedings subject to the limitations in this rule. No flash photography or other lighting is permitted. Except during portions of the meeting council meeting involving presentation of awards, proclamations, salutations or other commemorative events, all photography and filming shall be conducted from the areas of Council Chambers or meeting room set aside for members of the media, and no photography or filming shall be permitted from center or side aisles ~~or from the seating area~~, as such activity may disrupt the ability of the public to view the council meeting. Individuals violating this rule may be subject to removal pursuant to Rule 2.13. This rule does not prohibit individuals from recording the meeting with audio or video equipment that does not disrupt the orderly conduct of the meeting.

J.M. 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 public forum procedures set forth in these rules.

Rule 2.16 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS

- A. Members of the public can sign up to give testimony beginning no later than 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 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.

- 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

Rule 2.17 VOTING

- A. Except where a majority plus one vote is required, (e.g., Charter section 19, RCW 35.33.081), and unless otherwise provided herein, all motions must receive at least four (4) affirmative votes to pass.
- B. If a motion receives a majority of favorable votes, but less than four, and if further

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

voting cannot produce four votes for any motion, either:

1. The matter will be continued, or
2. if it appears that because of disqualification or other reason the council will not obtain four votes for any motion to dispose of the matter, it shall be declared that no action was taken, and the status quo shall prevail.

C. If a motion requiring five affirmative votes to pass receives a majority of favorable votes, but less than fivefour, and if further voting cannot produce fivefour votes for the motion, then the following applies:

1. In the case of a motion to suspend the rules, or for, adoption of a resolution, to adopt a special budget ordinances, to override of mayoral veto, or for and all other matters listed in Rule 5.1not addressed in this section 2.17.Ordinances, the motion fails and the status quo prevails;
2. InN the case of special budget ordinances, emergency gnercy ordinances, the ordinanceordinance is deemed deferred for final reading moved to the next council meeting following without the emergency orlanguage, consistent with Rule 4.2.G;

∴, the motion fails any motion, either:

The matter will be continued, or

if it appears that because of disqualification or other reason the council will not obtain four votes for any motion to dispose of the matter, it shall be declared that no action was taken, and the status quo shall prevail.

C.D. Upon a tie vote, the status quo prevails on the matter upon which the vote was cast.

D.E. The votes on any ordinance or formal resolution shall be individually taken and recorded. As to any other matter (such as motions), voting shall be by voice vote unless a member requests, prior to action on the next item of business, a roll call vote. Unless otherwise required due to the technical limitations of the specific meeting method or forum, the alternative to voice vote shall be the electronic voting tally system currently in use in the council chambers.

E.F. In all cases of voting by other than voice vote, the city clerk shall record the names of those voting on each side of the question and of those abstaining. In cases of voice vote, it shall be sufficient for the chair to announce, and the record to reflect, whether the motion carried or failed. Regardless of method of voting, each council member shall have the right to explain the reasons for their vote and such a request shall be regarded as a point of personal privilege.

F.G. A council member may abstain from voting on any matter before the council if they have a direct personal or financial interest in the matter before the council which is not held in common with other members of the council. In order to abstain from voting, a council member must describe to the council president the basis for the abstention in an open public meeting prior to the vote.

Rule 2.18 SUSPENSION OF THE RULES

These rules may be temporarily suspended for a particular matter or meeting by the affirmative vote of five council members. Motions to suspend the rules must specify the general purpose of the suspension (e.g., “Motion to suspend the rules for the purpose of adding three items to the agenda”). Except with respect to public forum and public participation in council proceedings, a motion to suspend the rules does not relieve a council member from making a separate motion on the question that prompted suspension of the rules. By way of illustration, a motion to suspend the rules to “add three agenda items” still requires a separate and subsequent motion to add the three items to the agenda. A motion to-

Rule 2.19 RECONSIDERATION

All legislative decisions of the city council, including consent items, ordinances, resolutions, and hearing items are final, except that a council member on the prevailing side of a vote or who was absent for the vote may resubmit that item for reconsideration within 15 days of council consideration or prior to the mayor’s action on an ordinance, whichever occurs first. Nothing in this rule shall be deemed to prevent any council member from otherwise submitting an ordinance or resolution to repeal or modify a prior city council action so long as such repeal or modification is added to the committee and council agenda as provided in these rules.

Rule 2.20 PARTICIPATION BY TELEPHONIC OR VIRTUAL MEANS

A. A council member may participate telephonically and/or virtually in all or part of a council meeting if:

1. Prior approval is given by the council president for good cause, whose approval shall not be unreasonably withheld;
2. All persons participating in the meeting, including the public, are able to hear each other at the same time, such as by the use of a speaker phone; and
3. The council member participating remotely shall have reviewed all of the applicable material and participated in the relevant portion of the council meeting related to the topic to which the council member is voting on.

B. Any technical prohibitions or difficulties that prevent all parties present at the

council meeting from adequately communicating with one another will negate any authorization previously given by the council president.

RULE 3 – ADJUDICATIVE APPEALS AND HEARINGS

- A. Adjudicative hearings are quasi-judicial hearings involving named parties. Testimony during adjudicative hearings is limited to the parties involved in the hearing. Public testimony is not accepted in adjudicative hearings. Where procedures for appeals and hearings have been established by ordinance, the council shall follow those procedures. If a conflict arises between the ordinance and council rules, the ordinance shall prevail. Where there are no established procedures for an adjudicative appeal or hearing, the council shall implement the following procedure.
- B. No person shall be allowed to discuss any matter pending hearing with any member or members of the council except in the council chambers in the regular course of a council meeting. Each council member shall vigorously strive to avoid any outside communication from anyone in any form concerning a matter pending hearing or decision. If an outside contact cannot be avoided, the council member shall immediately make a note of the contact and shall at the beginning of the council's hearing on the matter announce the fact of the contact, the identity of the person, and the substance of the communication. If the communication be in written form, the council member shall as soon as possible file it with the city clerk.
- C. When the council's discussion and vote on a hearing item is at a meeting other than the hearing, it shall be the obligation of every council member participating in the action to be familiar with the facts in order to reach an informed, independent judgment. When a member discussing or voting on the matter was not present at the hearing, that member will have familiarized themselves with the hearing item based upon any audio or video recording of the hearing and all documents contained in the record. A council member shall not be briefed by anyone except in an open meeting.
- D. Council members shall disqualify themselves from participating in a hearing whenever bias, interest, or other influences will prevent or appear to prevent them from exercising fair-minded, independent judgment on the facts and established policy. Disqualifying influences include prejudgment of the issues that cannot be swayed by the facts in evidence, a partiality or personal bias for or against a party, and a personal pecuniary interest in the subject matter. Examples of disqualifying bias include a close personal, family, or business relationship with a party, ownership of property the value of which might be affected by the decision, and a business or personal financial situation that might be affected by the decision.
- E. Should a council member be aware of circumstances which might appear to disqualify them, they can either disqualify themselves or explain the circumstances

before the hearing and let the rest of the council, by majority vote, decide whether they can participate. Should the council be aware of circumstances which might appear to disqualify a member, the council may, by majority vote, disqualify the member. The council's discussion concerning disqualification of a member may occur in executive session. A disqualified member shall be absent from the dais during the hearing and during discussion and voting.

F. In all adjudicatory appeals and hearings, council members are acting in their quasi-judicial capacity and shall comply with all applicable provisions of state law including the appearance of fairness doctrine (Chapter 42.36 RCW) and the code of ethics for municipal officers in contract interests (Chapter 42.23 RCW).

G. Adjudicatory Appeal Hearing Procedures.

At the hearing on the appeal, the following rules apply:

1. Oral argument on appeal is limited to parties of record.
2. Oral argument on appeal is limited to thirty minutes per side. If there is more than one appellant or more than one person wishing to present oral argument on appeal, the total time allowed to all such persons is thirty minutes. Any time reserved for rebuttal or surrebuttal is deducted from the time allowed for opening argument. Time taken to respond to questions from the city council is not deducted from the time allowed for argument.
3. Argument is presented first by the appellant in support of the appeal followed by the respondent in opposition to the appeal.
4. No new evidence may be presented during oral argument. Matters found by the hearing officer or body to be facts in the record are presumed to be true and accurate. Oral argument is limited to stating why the record does or does not support the decision.
5. The city council may not consider any new facts or evidence on appeal. The city council's review of appeals is limited to the record prepared by the hearing officer or body, including the verbatim transcript of the hearing, the written appeal, memoranda submitted, and, if permitted, oral arguments presented in accordance with the requirements of this section. Closed record appeals before the city council must be concluded within 90 days of the date the appeal is filed unless all parties agree to a longer period.
6. Supplemental documents.
 - a. The parties to the appeal may file memoranda regarding the appeal. Such memoranda must be filed by the agenda deadline for the meeting preceding the meeting set for consideration of the appeal.

- b. Any replies to the memoranda must be filed by the agenda deadline for the meeting set for consideration of the appeal.
 - c. The city clerk distributes such memoranda and responsive documents to all parties to the appeal, the city council, the city attorney, the planning director, and the hearing examiner.
 - d. Neither memoranda nor responses may contain any new facts or evidence or discuss matters outside the record. They are limited to stating why the record does or does not support the decision.
- H. The city council may supplement these rules in a case-by-case situation in order to provide due process to all participants in a hearing.

RULE 4 – ORDINANCES AND FORMAL RESOLUTIONS

Rule 4.1 UPLOADING ITEMS FOR COUNCIL CONSIDERATION

- A. All council agenda items, including ordinances and resolutions shall be uploaded into OnBase as provided in Rule 2.10 (Agenda Process).
- B. After presentation at committee, so long as council sponsorship requirements are met as provided in Rule 2.10 (Agenda Process), the council office director, or their designee, will approve items to move forward to the clerk for consideration at a future council legislative session. All items, whether discussion or consent, will remain in the council queue and will not advance toward a legislative agenda until having gone through committee unless granted permission to be considered on a compressed timeline as established in Rule 2.9 (Introduction of Items).
- C. To accommodate narrow construction windows, engineering construction contract briefing papers may be submitted to committee prior to bid opening as long as the item includes the engineer's cost estimate and estimated construction timeline. When final construction contract information is received, these items may be re-submitted to the council office director, or their designee, for submission to the clerk for consideration at a future council legislative session.
- D. An ordinance or resolution must have been filed with the clerk prior to the meeting of which it is an agenda item. No ordinance or resolution, except emergency measures, shall be passed until it has been on file with the clerk for at least three (3) business days, including the day of the council meeting.
- E. If an ordinance or resolution, or an amendment to an ordinance or resolution, has not been on file with the Clerk for at least three (3) business days, a council member may request that the ordinance, resolution or amendment be read in full prior to consideration by the Council. Absent a request by a council member for a full reading, any ordinance or resolution (including any amendments) that has

been submitted to the agenda as provided under these rules may be considered after reading of the title or a summary.

- F. Each ordinance or resolution shall have a succinct, plain-language title and summary which briefly describes its purpose and effect. The agenda sheet for every item shall, when filing the same with the city clerk, specify the committee of origin for the ordinance or resolution and the names of the council members who are sponsoring the ordinance or resolution. Subject to Rule 2.18 (Suspension of rules), every ordinance or resolution must be first presented in a committee before it may appear on the council's agenda for first reading (for ordinances) or for council consideration (for resolutions).
- G. Each ordinance or resolution which would have an impact on the fiscal condition of the city must note that fact on the agenda sheet and be accompanied by a brief description of the fiscal impact of the ordinance or resolution on the current year's budget.
- H. At the time of submission of a legislative discussion item to the council agenda, the record relating to the item must reflect compliance with Rule 2.10.K (Public Comment).

Rule 4.2 AMENDMENT AND SUBSTITUTION

- A. "Amendment" of legislation pertains only to legislation on the agenda and occurs at the time proposed legislation is under debate by the council, and may be offered by motion by any council member. "Substitution" of legislation occurs prior to debate of proposed legislation and may only be made by sponsors of the ordinance or resolution. Amendments and substitutions are permitted only as provided in this Rule 4.2.
- B. Every proposed amendment shall be in writing and circulated to the city clerk and city council members and staff prior to 10:00 a.m. on the Friday immediately preceding council consideration; provided, amendments making clerical or technical corrections may be articulated orally during debate. In the event of a question whether an oral amendment is technical or clerical in nature, the initial determination shall be made by the policy advisor, whose determination may be overridden by five affirmative votes of the council.
- C. Proposed amendments shall be included in the current agenda packet for the benefit of public review and council consideration and shall be identified by the council member proposing them (e.g., "The Council Member [LAST NAME] Amendment to ORD CXXXXX").
- D. A substitution of all or a portion of the wording of an ordinance or resolution which is to be listed on an advance council agenda may be submitted by the majority of sponsors of the ordinance or resolution without council approval, so long as the

substitution is in writing and circulated to all council members and the city clerk by no later than 10:00 a.m. on the Friday immediately preceding the meeting at which the ordinance or resolution is to appear on an advance agenda.

- E. Any motion to amend an ordinance or resolution shall require four (4) affirmative votes to pass. Any motion to suspend the requirements in this Rule 4.2 shall require five (5) affirmative votes to pass.
- F. Amendments and substitute versions not filed with the city clerk at least three days before the meeting, whenever reasonably possible, shall be posted for public viewing on the city council Facebook page or other similar channels so that interested members of the public may review during council's consideration of the matter.
- G. The deletion of an emergency clause converts the ordinance to a regular ordinance which requires a second reading at a subsequent meeting. The addition of an emergency clause requires the ordinance to be deferred to allow public hearing.

Rule 4.3 SUBJECT MATTER

The council shall not consider or pass any ordinance or resolution the subject matter of which is not directly related to local affairs or municipal business or if action by the city council does not result in the adoption of a new or amendment to an existing ordinance or resolution or affect any city policy or practice.

RULE 5 – PROCESSING ORDINANCES

Rule 5.1 PUBLICATION, SIGNATURE AND RECORDING

- A. An ordinance passed by the city council shall, within five (5) days thereafter, be presented to the mayor.
- B. An ordinance:
 - 1. Making the annual tax levy,
 - 2. Adopting the original annual budget,
 - 3. Making appropriations,
 - 4. Implementing a local improvement district or confirming the assessments therefor,
 - 5. Which is an emergency or special budget ordinance,

6. Which is an emergency ordinance, or

7. Which has been approved by the electors by referendum or initiative

shall become effective immediately upon passage.

C. Ordinances signed by the mayor, and the approved parts of ordinances that have been partially vetoed, will thereupon be filed with the clerk for recording and publication if not already published.

D. Ordinances not signed by the mayor after ten (10) days will be filed with the city clerk for signature, recording and publication as necessary.

Rule 5.2 VETO

If, within ten (10) days of presentment, the mayor vetoes an ordinance or part of an ordinance, the ordinance or part thereof, along with the veto message (if any), is returned to the city council, which shall provide a copy to the city clerk. The city clerk shall schedule the matter for reconsideration for the next available council meeting, if requested by a city council member. If, within thirty (30) days of the mayor's veto or partial veto, the city council overrides the veto, the ordinance shall be considered enacted on the date that the override occurs and shall take effect 30 days after enactment. Such ordinance will be signed by the council president, council president pro tem, or two council members and filed with the city clerk for publication and recording. Any ordinance vetoed by the mayor, and for which no veto override has been passed by the council, may be resubmitted for council approval as provided in Rule 2.19 (Reconsideration).

RULE 6 – COMMITTEES

Rule 6.1 STANDING COMMITTEES – ESTABLISHMENT AND MEMBERSHIP

A. There shall be four (4) standing committees, as follows:

1. Public Safety and Community Health;
2. Urban Experience;
3. Public Infrastructure, Environment and Sustainability;
4. Finance and Administration.

B. All council members shall be members of each standing committee. Standing committee meetings shall be noticed as meetings of the council where no legislative action shall occur.

- C. The council president shall chair each study session, Briefing Session and Legislative Session of the city council. All committee chairs and vice-chairs shall be determined by majority vote of the council and shall preside over the meetings of their respective committees.
- D. Each standing committee shall have an executive committee comprised of three council members: the committee chair and the two (2) vice chairs. The council shall confirm executive members of each standing committee by resolution adopted no later than the second meeting in January of each year or as soon thereafter as possible.

Rule 6.2 COMMITTEE PROCESS

- A. The purposes of standing committee meetings are first to provide council members an opportunity to discuss potential legislation publicly and second to provide the city administration and city staff an opportunity to update council members regarding department programs, plans, and other administrative activities and future City council administrative items, to brief the council on future legislative agenda items, and to discuss strategic initiatives with the city administration and measuring progress of these initiatives. Legislative agenda items should be in final or close to final draft form at the committee presentation. Council members should also utilize standing committees to update each other on their board, committee, and commission assignments,
- B. All standing committees shall be video recorded and open to the public using the appropriate method (i.e., webcasting or streaming when physical presence is not possible due to law or regulation) except during such time as the committee is in executive session consistent with the OPMA. No public testimony is taken during standing committee meetings. Participation in a standing committee meeting shall be limited to standing committee members, appropriate staff and other individuals recognized by the committee. Upon motion of the city council, a standing committee meeting may be conducted as a meeting of the full city council, in which case, a special meeting notice shall be issued, and the meeting shall be conducted in a study session format. Administrative support for each committee will be provided by council office staff.
- C. Each committee shall meet monthly at 1:15 p.m. in the council chambers, except where cancelled or rescheduled to a different time or date at the discretion of the chair, in the following order:
 - 1. Public Safety and Community Health: First Monday of each month
 - 2. Urban Experience: Second Monday of each month
 - 3. Public Infrastructure, Environment, and Sustainability: Third Monday of

each month

4. Finance and Administration: Fourth Monday of each month
 5. If there is a fifth Monday in a month, that date is reserved for an additional study session if needed and as convened by the council president.
 6. If a committee meeting falls on a scheduled city holiday, the meeting will be rescheduled to the next available Monday at 10:00 a.m.
- D. Committee meeting agenda are formalized pursuant to Rule 2.10 (Agenda Process). The regular order of business for committee meetings is determined by the committee chair.
- E. Each item presented in committee must be accompanied by a briefing paper, using the Briefing Paper Template attached to these rules (attachment B), and any additional briefing or research documents necessary, unless waived in the particular case by the committee chair.
- F. Each ordinance or resolution must be presented by the council sponsor or their designee in the appropriate committee which corresponds to the subject matter of the ordinance or resolution before it may move forward for inclusion on the council's legislative agenda. With written permission from both the council president and one of the executive committee members of the standing committee under which the item would normally fall, this requirement may be met by conducting a presentation of the item in a regular council study session which has been noticed as a public meeting.
- G. By motion of the council, any matter before the council may be referred to a committee, except that no committee shall investigate the facts of, nor shall any member or members of the council take independent action on, any pending or contemplated adjudicated matters.

Rule 6.3 INTER-GOVERNMENTAL COMMITTEES AND BOARDS

Unless governed by other regulations, statutes, or ordinances, the nomination of the full slate of council members to inter-governmental committees or boards shall be made by the council president, subject to confirmation by a majority of the city council. All appointments shall be made consistent with the governmental documents creating the inter-governmental committee. The council president shall appoint proxies to attend meetings when the assigned council member is unable to attend a meeting.

Rule 6.4 AD HOC COMMITTEES AND WORKING GROUPS

Council ad hoc committees, also known as working groups, with specified functions may

be established for a designated term or for a specific task or to advise the council on specific subject matter, by resolution. Unless specified in the resolution which created the ad hoc committee, matters of committee business such as the appointment process and qualifications for membership, the number of members, and the deadline for any resulting reports of the ad hoc committee shall be determined by the committee itself. Working groups shall not include more than three council members unless the meetings of such a working group publishes notices of its meetings consistent with the OPMA.

Rule 6.5 BOARDS AND COMMISSIONS APPOINTMENT PROCESS

The city council shall interview mayoral nominees for appointment to boards and commissions prior to considering their appointment and shall take action on each such nomination in an open public meeting. Re-appointments do not require an interview unless requested by a council member.

RULE 7 – MISCELLANEOUS

Rule 7.1 COUNCIL POSITION VACANCY

- A. Upon receipt of a written notice of a vacancy or an impending vacancy of a city council position other than that of council president, the council president or designee shall announce the vacancy within seven (7) days of the receipt of the vacancy notice occurring and call for interested parties to submit their applications for consideration by a deadline stated by the council president set with concurrence of the council.
- B. Upon the close of the deadline, each council member shall review the applications, interview on an individual basis whichever applicant(s) they desire to interview and send the council president a prioritized list of who they believe should be interviewed by the entire city council.
- C. The council president shall compile the council members' prioritization of candidates to be interviewed and schedule the top-ranked candidates to be interviewed by the entire city council. Additional candidates may be selected for interviews by a majority vote of the council. Once the slate of candidates to be interviewed by the entire council is announced, no council member may communicate with any candidate outside of the formal interview by the entire council.
- D. The council shall conduct interviews of each individual candidate selected for interviews in an open public meeting. No public comment is permitted in such public meetings.
- E. Upon completion of the interviews, the council, pursuant to RCW 42.30.110(1)(h), may go into executive session to evaluate the qualifications of each candidate.

- F. The council shall take final action by resolution appointing a candidate to fill the vacancy during an open public meeting.
- G. Provisions regarding the selection of a candidate for a city council vacancy not set forth by these rules shall be determined by the city council by motion during an open public meeting.
- H. If the council president position becomes vacant, the city council may elect to appoint one of the existing council members to fill the position of council president without following the selection procedure set forth above. If, upon a motion of the city council, the city council decides to consider someone other than an existing council member to fill the vacant position of council president, the city council shall follow the selection procedure set forth above.

Rule 7.2 COUNCIL MEMBER DISCIPLINE

Council members may be subject to disciplinary action only by motion adopted by the affirmative vote of five (5) members of the council, taken in an open public meeting. Disciplinary action may be based on violation of these rules, the City Ethics Code (SMC 01.04A), or any standards of behavior expected of elected officials, including apparent conflicts of interest, and may include, without limitation, censure, removal from membership on a standing committee, or removal from membership on an intergovernmental board or commission. Nothing in this rule shall be deemed to prevent the council from adopting a non-binding resolution formally admonishing, rebuking or denouncing any other elected official, to the extent otherwise permitted by law.

Rule 7.3 COUNCIL STAFF

- A. Each council member has the sole authority to hire, direct, and discharge one legislative assistant.
- B. While all council members have the authority to direct a member of shared council office staff, pursuant to Charter Section 9 and SMC 02.005.030, the city council delegates to the council president the power to hire, supervise and discharge central office staff, subject to the provisions of SMC 02.005.

Rule 7.4 COUNCIL OFFICE BUDGET

- A. Any council member may propose to allocate funding from the approved council office budget beyond that which is reserved for the salaries of council members, personal staff, and approved shared council office staff.
- B. All council office budget allocation proposals over \$10,000 that differ from the adopted council budget must be approved by the affirmative vote of four (4) council members at an open public meeting.

- C. On at least a quarterly basis, the council's budget manager shall make available to all council members a report on the status of and balances of all individual line items in the council office budget. The budget manager will also work with the Administration to pursue dashboard capability for public and council review of all city budget line items.

Rule 7.5 COUNCIL MEMBER AND STAFF ORIENTATION

- A. New council members and newly appointed staff shall receive on-boarding and orientation meetings and information within thirty (30) days of their swearing-in or appointment.
- B. Orientation materials shall be generated by the council office director in consultation with the central staff and shall consist of at least the following:
 - 1. City Charter and Spokane Municipal Code overview;
 - 2. Overview of the city's budget process and statutory budget requirements;
 - 3. Overview of the council rules of procedure and meeting process, including the sign-up process for public testimony;
 - 4. Summary of often-cited parliamentary process (i.e., motions, decorum, etc.);
 - 5. Overview of all standing and outside boards and commissions to which council members are appointed, including their functions, history, and composition;
 - 6. Overview of policies and procedures relating to the publication of council materials and use of social media; and
 - 7. Completion of open government training as set forth in Administrative Policy No. 0520-17-06 and RCW 42.30.205.

Rule 7.6 COUNCIL MEMBER RESPONSIBILITIES

- A. A time commitment of approximately 30-50 hours per week is normally required to adequately fulfill the role of city council member.
- B. Unless excused by the council president or committee chair, as applicable, council members must attend the following recurring engagements:

1. City council administrative and legislative sessions each Monday;
2. Standing committee Meetings on Mondays as scheduled;
3. Weekly study sessions, as scheduled by the council president;
4. Ad hoc working groups as assigned;
5. Outside boards and commissions as assigned (typically between 6-9);
6. Neighborhood council meetings from their respective council district on a regular basis but not necessarily every scheduled meeting (typically at least two a week district wide during each of the first three weeks of a month);
7. Constituent meetings as necessary;
8. Staff meetings as necessary;
9. Other council member meetings as necessary; and
10. Community events as time permits.

C. Notwithstanding the provisions of this rule, nothing in these council rules preclude the administration from providing onboarding and orientation as to the activities and procedures followed by administration staff.

Rule 7.7 CITY COUNCIL PLANNING

- A. Council shall consider annual council member appointment to boards, commissions, and committees by resolution no later than the second council meeting of each calendar year.
- B. Council shall consider the Plan Commission's annual work program by resolution no later than February 28 of each calendar year.
- C. Council shall consider annual changes to the council rules by resolution no later than February 28 of each calendar year. Additional adjustments to the rules may be made by resolution.
- D. The council president or their designee shall schedule a council Retreat annually prior to February 28 of each calendar year. Additional retreats may be scheduled throughout the year at the council president's discretion.

Rule 7.8 LEGAL INQUIRIES

All inquiries by council members and council staff to the city legal department regarding

City Charter provisions, any proposed or existing ordinance, any proposed or existing resolution, or any rule or procedure shall be directed to the appropriate attorney and the city attorney with a copy sent to the city council policy advisor, who shall forward the legal department's response to the inquiry to the full council when (a) any related legislation appears on a committee or council agenda, (b) upon the request of any council member, or (c) if the policy advisor deems the communication relevant matters of interest to council members. All other inquiries may be directed to the city attorney alone, and the response from the legal department to the individual council member's inquiries shall not be forwarded to the city council policy advisor. All inquiries to and responses from the legal department, regardless how originated, shall remain confidential privileged communication unless the privilege is waived by the full council pursuant to Rule 1.3.B. During legislative debate or other public meetings, council members shall refrain from disclosing the content of legal advice provided by the city legal department or outside counsel, except to disclose (a) the fact that the city legal department was consulted on a matter, and (b) that based on said legal advice, the council member is adopting a particular position regarding the matter discussed with the city legal department. For example, the following statements would comply with this rule:

"I consulted with city legal on this legislation, and I think the proposal needs more work before we adopt it."

"This resolution was forwarded to city legal. Based on their review of this resolution, I am not supporting it."

"City legal reviewed this contract. Therefore, from a legal standpoint I see no reason not to approve it."

Adopted by Resolution 2024-_____ (2/____/2024)

Attachments:

- A. Division Standing Committee Assignments (Rule 2.10.C)
- B. Briefing Paper template (Rule 2.10.H)

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	February 26, 2024
Submitting Department	City Council
Contact Name	Chris Wright
Contact Email & Phone	cwright@spokanecity.org / (509) 625-6210
Council Sponsor(s)	Cathcart, Wilkerson, Zappone
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 15 minutes
Agenda Item Name	Resolution to Adopt Revised 2024 Council Rules
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>Council typically adopts rules of procedure on an annual basis, pursuant to Charter Section 9 and SMC 02.01.050. The council adopted new rules on January 22, 2024, and has since identified both technical and substantive concerns with those rules, and received considerable comment on the public participation elements in Section 2.2. and 2.15. The proposed rules are presented in “redline” format, showing the changes from the current rules in place. The changes reflect comments and suggestions from City Legal, the City Clerk, and others and are generally summarized as follows:</p> <p>Rule 2.2. (Open Forum) Generally the changes are technical, although the section on standing has been deleted, and all rules on public participation and conduct are folded into section 2.15 (Participation in Council Meetings).</p> <p>Rule 2.9 (Introduction of Items). In Section 2.9.A, rule is clarified that getting an item on the council agenda early doesn’t relieve the sponsor of the obligation to go through committee. Also, there is a new section D addressing the issue of “public rules.”</p> <p>2.10 (Agenda Process) Change to Section 2.9.H to clarify that the briefing paper needs to discuss subcommittee action only if the legislation is policy- oriented. Routine contracts etc. generally do not need to need to go through subcommittees so there is no need for departments to explain why they were not heard in subcommittee. There is also a change to 2.10.C. to indicate that SBOs go to the committee of assigned to the department who budget is affected by the SBO.</p> <p>2.15 (Public Participation). Current language, particularly with respect to public standing and conduct, has been revised to comport with legal requirements. In Subsection K, the clause that prohibited filming from seats is deleted (This was a stray clause that was not meant to stay in the rules).</p>

Rule 2.16 (Public Testimony) Technical change to clarify there is not testimony on oral amendments.

Rule 2.17 (Voting) Current rule apparently results in a deferral if there is a majority vote in favor of a motion but less than four votes in favor (e.g., only five council members are present for a meeting). The current rule is confusing and further creates confusion as applied to budget or emergency ordinances, which require five votes. The new language simplifies the current rule by providing that any motion that does not garner the necessary votes fails.

Rule 2.18 (Suspension of the Rules) Language is added clarifying that motions to suspend the rules on Open Forum or Public Testimony can be one and the same motion.

Rule 4.2 (Amendments) This language is clarified to allow oral amendments on the dais for technical / clerical errors, and leaves to the policy advisor to decide whether an amendment is clerical / technical, subject to the vote of the council to override that decision.

Attachments: At the end of the rules, a new attachment is referenced that includes a special briefing paper format for SBOs. This new format is still under discussion.

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?

The 2024 rules currently in place included many technical and substantive modifications, include moving Open Forum to the end of the legislative session and increasing the number of speaking spots to 20 in Open Forum, which is expected to increase opportunity for more diversity of speakers, many of them from historically excluded communities. The briefing paper template is revised to encourage consideration of legislation by appropriate council subcommittees (e.g. the ad hoc Equity Subcommittee) to ensure legislation is viewed in light of historically excluded communities.

These proposed revisions address publicly stated concerns regarding provisions regulating public participation in council meetings and recording of meetings. All of the revisions are intended to provide a more orderly and welcoming atmosphere for all speakers.

- 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, although the participation of speakers is a public record and regularly reported in the City Gazette.

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

Council records the names, numbers, and residence of speakers at Open Forum, which is currently expanded to 20 speakers during each open forum segment. Also, council will monitor public response to the new public participation rules to ensure it strikes the right balance between maintaining a welcoming environment while ensuring opportunity for related public expression by persons from all sectors of the Spokane community.

- 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 action is pursuant to Charter Section 9 and SMC 02.01.050.

Council Subcommittee Review

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

Not applicable. Council rules are not historically reviewed by subcommittees.

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	2/26/2024														
Submitting Department	City Council														
Contact Name	Giacobbe Byrd														
Contact Email & Phone	gbyrd@spokanecity.org														
Council Sponsor(s)	CP Wilkerson; CM Zappone; and CM Navarrete														
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5min														
Agenda Item Name	Council Board and Commission Assignment Updates														
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 members are included as members of several inter-governmental boards and committee and serve on other city boards and committees pursuant to various inter-local agreements, provisions of the Spokane Municipal Code, and state statutes.</p> <p>City Council committee appointments are governed by chapter 02.005.010 of the Spokane Municipal Code and Rule 7.7 of the City Council's Rules of Procedure.</p> <p>On January 22, 2024, and pursuant to Section 02.005.010 of the Spokane Municipal Code and Rule 7.7 of the City Council's Rules of Procedure, the City Council adopted resolution 2024-0002 appointing council members to various boards and commissions.</p> <p>Since adoption of Resolution 2024-0002, the City Council appointed Lili Navarrete to fill the vacant District 2 seat on the City Council, and it is therefore necessary to adjust the current assignments to committees, boards and commissions to include her in the appointments.</p> <p>The number of assignments for each council member in this proposal are as follows:</p> <table style="margin-left: 20px; border: none;"> <tr><td>Wilkerson</td><td style="text-align: right;">15</td></tr> <tr><td>Zappone</td><td style="text-align: right;">15</td></tr> <tr><td>Cathcart</td><td style="text-align: right;">14</td></tr> <tr><td>Bingle</td><td style="text-align: right;">12</td></tr> <tr><td>Dillon</td><td style="text-align: right;">15</td></tr> <tr><td>Klitzke</td><td style="text-align: right;">9</td></tr> <tr><td>Navarrete</td><td style="text-align: right;">8</td></tr> </table>	Wilkerson	15	Zappone	15	Cathcart	14	Bingle	12	Dillon	15	Klitzke	9	Navarrete	8
Wilkerson	15														
Zappone	15														
Cathcart	14														
Bingle	12														
Dillon	15														
Klitzke	9														
Navarrete	8														
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 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?
Council Members can represent the needs of their constituents, including historically excluded communities throughout their various board, commission, and committee assignments.
- 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?
Aligns with chapter 02.005.010 of the Spokane Municipal Code and Rule 7.7 of the City Council's Rules of Procedure.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.
There was no council subcommittee review for these appointments. Historically, there has not been subcommittee review of these kinds of council action.

RESOLUTION NO. 2024-0024

A resolution updating the appointment of City Council Members to boards, committees, and commissions for 2024.

WHEREAS, City Council members are included as members of several inter-governmental boards and committee and serve on other city boards and committees pursuant to various inter-local agreements, provisions of the Spokane Municipal Code, and state statutes; and

WHEREAS, City Council committee appointments are governed by chapter 02.005.010 of the Spokane Municipal Code and Rule 7.7 of the City Council's Rules of Procedure; and

WHEREAS, on January 22, 2024, and pursuant to Section 02.005.010 of the Spokane Municipal Code and Rule 7.7 of the City Council's Rules of Procedure, the City Council adopted resolution 2024-0002 appointing council members to various boards and commissions; and

WHEREAS, since adoption of Resolution 2024-0002, the City Council appointed Lili Navarrete to fill the vacant District 2 seat on the City Council, and it is therefore necessary to adjust the current assignments to committees, boards and commissions to include her in the appointments.

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council approves the attached list of appointments to the City Council standing committees, inter-governmental boards and commissions, and other board as committees as specified in the attached list.

BE IT ALSO RESOLVED that each appointment will be in place until the City Council adopts subsequent resolutions to revise the appointments herein, except for the appointment to the Airport Board, on which Council President Wilkerson shall serve the remainder of Lori Kinnear's term, which runs through December 31, 2025, per their bylaws, from the date of passage of this resolution.

BE IT FURTHER RESOLVED that all Council Members are formally appointed to serve as alternates on any listed board, commission, or committee when an appointed Council Member cannot attend. Alternate Council Members and proxies will be chosen at the discretion of the Council President; and, it is further resolved the Mayor is also appointed as an additional alternate to the Spokane Transit Authority Board of Directors.

BE IT FINALLY RESOLVED that subsequent changes to the appointments on the attached list may occur at any time via resolution.

Adopted by the City Council this ____ day of March, 2024.

City Clerk

Approved as to form:

Assistant City Attorney

**Attachment A:
2024 Spokane City Council Board, Commission, & Committee Appointments**

Council President Pro-Tem: CM Zappone

Public Safety & Community Health Committee	Council Member(s):	Urban Experience Committee	Council Member(s):	Public Infrastructure, Environment, & Sustainability Committee	Council Member(s):	Finance & Administration Committee	Council Member(s):
Standing Committee Chair	Dillon	Standing Committee Chair	Zappone	Standing Committee Chair	Wilkerson	Standing Committee Chair	Cathcart
Vice Chairs	Cathcart; Navarrete	Vice Chairs	Klitzke; Bingle	Vice Chairs	Bingle; Klitzke	Vice Chairs	Wilkerson; Zappone
City Divisions Associated with Standing Committee: Spokane Police Department; Spokane Fire Department; Emergency Management; Municipal Court		City Divisions Associated with Standing Committee: Neighborhood Housing & Human Services; Community & Economic Development; Parks; Library		City Divisions Associated with Standing Committee: Public Works		City Divisions Associated with Standing Committee: Finance; Human Resources; IT; City Attorney; Communications; Civil Rights, Equity & Inclusion	
Council Subcommittees & Ad Hoc Committees / Workgroups:		Council Subcommittees & Ad Hoc Committees / Workgroups:		Council Subcommittees & Ad Hoc Committees / Workgroups:		Council Subcommittees & Ad Hoc Committees / Workgroups:	
Municipal Criminal Justice Coordinating Subcommittee	Dillon	Housing Action Subcommittee	Navarrete	Sustainability Action Subcommittee	Klitzke; Navarrete	ARPA Workgroup	Bingle; Zappone; Wilkerson
Ad Hoc Committee on Public Safety Levy	Navarrete; Dillon; Bingle	Neighborhood Council Workgroup	Cathcart; Dillon; Klitzke	Traffic Calming / Photo Red Committee	Cathcart; Zappone; Dillon	Council Office Operations Workgroup	Wilkerson; Cathcart; Zappone
Internal Boards, Committees, & Commissions:		Internal Boards, Committees, & Commissions:		External Boards, Committees, & Commissions:		Internal Boards, Committees, & Commissions:	
Police Advisory Committee	Dillon	CHHS Board	Dillon; Navarrete	Airport Board	Wilkerson	Inspector General Workgroup	Cathcart; Zappone; Wilkerson
External Boards, Committees, & Commissions:		Community Assembly	Wilkerson	BROADLINC Governing Board	Cathcart	Language Access Workgroup	Cathcart; Navarrete
C.O.P.S. (Liaison Member)	Cathcart	Comp Plan Amendments Docketing Committee	Klitzke, Bingle; Zappone	Parking Advisory Committee	Zappone; Klitzke; Bingle	Legislative Committee	Bingle; Zappone; Dillon
		Human Rights Commission	Navarrete	Salmon Restoration Lead Entity Community Advisors	Klitzke	Internal Boards, Committees, & Commissions:	
		Plan Commission	Klitzke	Spokane Regional Solid Waste Liaison Board	Klitzke	Investment Committee	Cathcart
		Plan Commission - Transportation Sub.	Klitzke	Spokane Regional Transportation Council	Klitzke; Wilkerson	SERS Board	Bingle
		External Boards, Committees, & Commissions:		Spokane Transit Authority (all members are alternates)	Zappone; Dillon; Klitzke; Wilkerson	External Boards, Committees, & Commissions:	
		Downtown Spokane BID Board (Liaison Member)	Bingle			Aging and Long Term Care	Wilkerson
		Downtown Spokane Partnership (Liaison Member)	Cathcart			Association of Washington Cities Board	Zappone
		East Sprague BID Board (Liaison Member)	Dillon			Fire Pension (must include Finance Committee Chair)	Cathcart
		GMA Steering Committee of Elected Officials	Cathcart; Klitzke; Dillon			Lodging Tax Advisory Committee (PFD)	Wilkerson
		Library Board	Dillon			Lodging Tax Advisory Committee (1.3%)	Zappone
		Park Board	Bingle			Police Pension (must include Council President)	Wilkerson
		Park Board Exec Committee	Bingle			TPA Commission/Hotel Motel Commission	Zappone
		Priority Spokane	Dillon			University District PDA	Wilkerson
		Regional Homeless Authority	Bingle; Dillon			University District Development Association	Wilkerson
		Spokane Arts	Dillon			Visit Spokane	Zappone
						West Plains PDA/S3R3	Wilkerson
						Northeast PDA	Cathcart

Wilkerson	15
Zappone	15
Cathcart	14
Bingle	12
Dillon	15
Klitzke	9
Navarrete	8

**Attachment A:
2024 Spokane City Council Board, Commission, & Committee Appointments**

Council President Pro-Tem: CM Zappone							
Public Safety & Community Health Committee	Council Member(s):	Urban Experience Committee	Council Member(s):	Public Infrastructure, Environment, & Sustainability Committee	Council Member(s):	Finance & Administration Committee	Council Member(s):
Standing Committee Chair	Dillon	Standing Committee Chair	Zappone	Standing Committee Chair	Wilkerson	Standing Committee Chair	Cathcart
Vice Chairs	Wilkerson; Cathcart; Navarrete	Vice Chairs	Klitzke; Bingle	Vice Chairs	Bingle; Klitzke	Vice Chairs	Wilkerson; Zappone
City Divisions Associated with Standing Committee: Spokane Police Department; Spokane Fire Department; Emergency Management; Municipal Court		City Divisions Associated with Standing Committee: Neighborhood Housing & Human Services; Community & Economic Development; Parks; Library		City Divisions Associated with Standing Committee: Public Works		City Divisions Associated with Standing Committee: Finance; Human Resources; IT; City Attorney; Communications; Civil Rights, Equity & Inclusion	
Council Subcommittees & Ad Hoc Committees / Workgroups:		Council Subcommittees & Ad Hoc Committees / Workgroups:		Council Subcommittees & Ad Hoc Committees / Workgroups:		Council Subcommittees & Ad Hoc Committees / Workgroups:	
Municipal Criminal Justice Coordinating Subcommittee	Dillon	Housing Action Subcommittee	Wilkerson Navarrete	Sustainability Action Subcommittee	Kiltzke; Navarrete	ARPA Workgroup	Bingle; Zappone; Wilkerson
Ad Hoc Committee on Public Safety Levy	Navarrete; Wilkerson-Dillon; Bingle	Neighborhood Council Workgroup	Cathcart; Dillon; Klitzke	Traffic Calming / Photo Red Committee	Cathcart; Zappone; Dillon	Council Office Operations Workgroup	Wilkerson; Cathcart; Zappone
Internal Boards, Committees, & Commissions:		Internal Boards, Committees, & Commissions:		External Boards, Committees, & Commissions:		Internal Boards, Committees, & Commissions:	
Police Advisory Committee	Dillon	CHHS Board	Dillon; Wilkerson Navarrete	Airport Board	Wilkerson	Inspector General Workgroup	Cathcart; Zappone; Wilkerson
External Boards, Committees, & Commissions:		Community Assembly	Wilkerson	BROADLINC Governing Board	Cathcart	Language Access Workgroup	Cathcart; Wilkerson-Navarrete
C.O.P.S. (Liaison Member)	Cathcart	Comp Plan Amendments Docketing Committee	Klitzke; Bingle; Zappone	Parking Advisory Committee	Zappone; Klitzke; Bingle	Legislative Committee	Bingle; Zappone; Dillon
		Human Rights Commission	Dillon Navarrete	Salmon Restoration Lead Entity Community Advisors	Kiltzke	Internal Boards, Committees, & Commissions:	
		Plan Commission	Klitzke	Spokane Regional Solid Waste Liaison Board	Kiltzke	Investment Committee	Cathcart
		Plan Commission - Transportation Sub.	Klitzke	Spokane Regional Transportation Council	Klitzke; Wilkerson	SERS Board	Bingle
		External Boards, Committees, & Commissions:		Spokane Transit Authority (all members are alternates)	Zappone; Dillon; Klitzke; Wilkerson	External Boards, Committees, & Commissions:	
		Downtown Spokane BID Board (Liaison Member)	Bingle			Aging and Long Term Care	Wilkerson
		Downtown Spokane Partnership (Liaison Member)	Cathcart			Association of Washington Cities Board	Zappone
		East Sprague BID Board (Liaison Member)	Dillon			Fire Pension (must include Finance Committee Chair)	Cathcart
		GMA Steering Committee of Elected Officials	Cathcart; Kiltzke; Dillon			Lodging Tax Advisory Committee (PFD)	Wilkerson
		Library Board	Dillon			Lodging Tax Advisory Committee (1.3%)	Zappone
		Park Board	Bingle			Police Pension (must include Council President)	Wilkerson
		Park Board Exec Committee	Bingle			TPA Commission/Hotel Motel Commission	Zappone
		Priority Spokane	Zappone-Dillon			University District PDA	Wilkerson
		Regional Homeless Authority	Bingle; Dillon			University District Development Association	Wilkerson
		Spokane Arts	Dillon			Visit Spokane	Zappone
						West Plains PDA/S3R3	Wilkerson
						Northeast PDA	Cathcart

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 02/26/2024**Committee Agenda type:** Discussion**Date Rec'd**

2/12/2024

Clerk's File #**Renews #****Cross Ref #****Council Meeting Date:** 03/11/2024**Submitting Dept**

FINANCE, TREASURY & ADMIN

Project #**Contact Name/Phone**

MATT BOSTON 625-6820

Bid #**Contact E-Mail**

MBOSTON@SPOKANECITY.ORG

Requisition #**Agenda Item Type**

First Reading Ordinance

Council Sponsor(s)

MCATHCART BWILKERSON ZZAPONE

Agenda Item Name

0410 - UPDATE SMC SECTION 03.01A.210

Agenda Wording

Update SMC section 03.01A.210

Summary (Background)

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

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

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

Select

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

\$

#

\$

#

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	February 26, 2024
Submitting Department	Finance
Contact Name	Matt Boston
Contact Email & Phone	mboston@spokanecity.org / 509-625-6820
Council Sponsor(s)	CM Cathcart, CP Wilkerson, CM Zappone
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Update SMC section 03.01A.210
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>During SMC update was missed when Grants was moved from Purchasing to be under Accounting. This error has been discovered and is needing to be adjusted.</p>
*use the Fiscal Impact box below for relevant financial information	
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 <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? – N/A – Part of Finance & Administration restructure • How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? – N/A – Part of Finance & Administration restructure 	

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

Council Subcommittee Review

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

ORDINANCE NO. C _____

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

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

The City of Spokane does ordain:

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

Section 03.01A.315 Contracts and Purchasing Department

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

PASSED by the City Council on _____, 2024.

Council President

Attest

Approved as to Form

Clerk

City Attorney

Mayor

Date

Effective Date

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	02/26/24
Submitting Department	City Council
Contact Name	Chris Wright
Contact Email & Phone	cwright@spokanecity.org / 625-6210
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Resolution Declaring Innovia Foundation a Sole Source Provider
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>Council is considering a Special Budget Ordinance to allocate \$250,000 in ARPA Funds to support planning and programming for the 50th Anniversary celebration of Expo '74. Currently the Innovia Foundation, in concert with the Expo+50 Partners and the City Parks and Recreation Department, is spearheading the financing and programming for the anniversary events.</p> <p>A sole-source resolution is necessary to (a) recognize the Innovia Foundation as uniquely and singly situated to provide support to the event, and (b) to allow for direction of ARPA funds to the Innovia Foundation consistent with public procurement exceptions in SMC.</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>\$250,000</u> Current year cost: \$250,000 Subsequent year(s) cost: N/A	
Narrative: The ARPA appropriation of \$250,000 was approved by the ARPA committee and is scheduled for council consideration via a Special Budget Ordinance on February 26. This resolution is a companion to the SBO to comply with procurement rules.	
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Select Funding Source* ARPA Is this funding source sustainable for future years, months, etc? N/A	
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.) Not applicable	
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>Expo '74 showcased several cultural pavilions and events, and was notable for providing local tribes greater latitude in telling the story of Native American culture and history. Even so, the story is one that needs re-telling, and the Expo anniversary is a perfect opportunity to not only showcase the</p>	

cultural elements of the original Expo event, but to tell it through the lens of a Spokane community that is now far more culturally diverse and committed to social and environmental justice. It is an occasion to highlight Spokane's new motto, "We All Belong" and to demonstrate to Spokane and its park visitors its commitment to equity. The planning for this celebration is being supported by the Innovia Foundation.

- 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 formal plan to collect data on the event, but we expect the exhibits to hew closely not only the original environmental theme but also official city policy on diversity and equity in its park operations.

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

Parks Department routinely tracks the number of visitors, concessions sales, and other data typical of any destination event, and can measure success in a number of ways. That said, the biggest benefit to celebrating the anniversary is educating the public as to the important history of Expo '74 and Riverfront Park, which is virtually unknown among much of the Spokane community, most of whom were not present or not alive when Expo '74 occurred.

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

Spokane regularly celebrates historic events and cultural milestones. The Expo '74 event celebrates what is arguably the single most important civic event and capital improvement project in the City's history.

Council Subcommittee Review

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

Allocation of funds was approved by ARPA committee.

RESOLUTION NO. 2024-0026

A RESOLUTION declaring the Innovia Foundation a sole source for the providing of programming, coordination, and organization for the fiftieth anniversary celebration of the 1974 World's Fair in Spokane, and authorizing a contract with the organization.

WHEREAS, in 1974 the City of Spokane hosted the International Exposition on the Environment, Spokane 1974 ("Expo '74), the first World's Fair with an environmental theme; and

WHEREAS, Expo '74 was a transformative event that left an indelible mark on the region and our community, leading to the revitalization of the downtown area and the creation of Riverfront Park; and

WHEREAS, the year 2024 marks the 50th anniversary of the Expo '74, and provides the best opportunity to celebrate this important event, to educate new generations of Spokane citizens on the history and importance of Expo '74 to the Spokane community, and to also renew the city's commitment to environmental protection, diversity, and inclusivity; and,

WHEREAS, plans for the 50th anniversary celebration include activation of Riverfront Park and city locations over a nine-week period between May 3, 2024 and July 7, 2024, during which Spokane community will offer events within five themed categories, including Arts & Culture, Environmental Stewardship, Tribal Cultural, Expo Legacy and Sports & Recreation; and

WHEREAS, the Innovia Foundation, a Washington nonprofit corporation, has spearheaded efforts in the planning, financing, and logistical support for the Expo '74 celebration, and is uniquely poised to leverage funds toward that effort, and is clearly and legitimately the single source for services related to the Expo '74 celebration; and

WHEREAS, pursuant to Spokane Municipal Code Chapter 07.06, procurement of personal services is ordinarily by public bidding or proposal when the estimated cost of such services exceeds fifty thousand dollars in a twelve-month period; and

WHEREAS, pursuant to Spokane Municipal Code Section 07.06.170, the City Council may waive competitive bid processes for contracts over the minor contract threshold if the requested services "are clearly and legitimately limited to a single source of supply as determined by documented research," or if the requested services involve special facilities or market conditions; and

WHEREAS, Innovia Foundation is providing services under that Expo+50 Anniversary Fund agreement by and between Innovia Foundation, Expo+50 Partners, and the Spokane Parks and Recreation Department, executed on or about March 11, 2023 ("Fund Agreement"); and

WHEREAS, the City is not aware of any other organization other than Innovia Foundation that can provide financing and logistical support for the Expo '74 celebration, assuming purchasing staff were to solicit bids or proposals for the service; and

WHEREAS, the City Council desires to recognize Innovia Foundation as a sole source provider for planning, financing, and logistical support for the Expo '74 celebration.

- NOW, THEREFORE,

BE IT RESOLVED by the city council for the City of Spokane that it hereby declares the Innovia Foundation a sole source for the planning, financing, and logistical support for the Expo '74 celebration; and

BE IT FURTHER RESOLVED that City Council authorizes the direction of funds designated by the City Council for the Expo "74 celebration to the Innovia Foundation without competitive bidding, to be expended according to the terms of the Fund Agreement.

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

City Clerk

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council:

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

Committee Agenda type: Discussion

Date Rec'd

2/14/2024

Clerk's File #

Renews #

Cross Ref #

Council Meeting Date: 03/11/2024

Submitting Dept

FINANCE, TREASURY & ADMIN

Project #

Contact Name/Phone

MATT BOSTON 625-6820

Bid #

Contact E-Mail

MBOSTON@SPOKANECITY.ORG

Requisition #

Agenda Item Type

Special Budget Ordinance

Council Sponsor(s)

MCATHCART BWILKERSON ZZAPONE

Agenda Item Name

0410 - SBO - LOCAL 270 PROSECUTORS LABOR AGREEMENT

Agenda Wording

Approval of the SBO regarding the Local 270 Prosecutors Labor Agreement

Summary (Background)

The City of Spokane Prosecuting Attorneys' (270-PA) collective bargaining agreement (CBA) expired on December 31, 2023. The City's negotiating team and 270-PA met two (2) times starting on November 30, 2023, and January 26, 2024. On January 26, 2024, a Tentative Agreement (TA) was reached and approved by the Prosecutors union (270 -PA). In early February 2024, the Prosecutors voted and approved the TA.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? NO

Total Cost \$ 80,000 (\$145,000 increased cost, \$65,000 was included in the 2024 Budget)

Current Year Cost \$ 80,000 (\$145,000 increased cost, \$65,000 was included in the 2024 Budget)

Subsequent Year(s) Cost \$ 145,000 x the contracted cost-of-living adjustment % per year

Narrative

Amount

Budget Account

Expense \$ -80,000

0520-30101-25600-54261-99999

Expense \$ 80,000

0500-33200-15300-51001-99999

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

STRATTON, JESSICA

Division Director

BOSTON, MATTHEW

Accounting Manager

BUSTOS, KIM

Legal

SCHOEDEL, ELIZABETH

For the Mayor

PICCOLO, MIKE

Additional Approvals

MANAGEMENT &

STRATTON, JESSICA

Distribution List

kbustos@spokanecity.org

ywang@spokanecity.org

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	February 26, 2024
Submitting Department	Finance
Contact Name	Matt Boston
Contact Email & Phone	mboston@spokanecity.org 509-625-6820
Council Sponsor(s)	Cathcart, Wilkerson, Zappone
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5:00
Agenda Item Name	SBO - Local 270 Prosecutors Labor Agreement
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 Prosecuting Attorneys' (270-PA) collective bargaining agreement (CBA) expired on December 31, 2023. The City's negotiating team and 270-PA met two (2) times starting on November 30, 2023, and January 26, 2024. On January 26, 2024, a Tentative Agreement (TA) was reached and approved by the Prosecutors union (270 -PA). In early February 2024, the Prosecutors voted and approved the TA.</p> <p>In anticipation of the upcoming labor agreement, the 2024 budget assumed a 5.0% cost-of-living adjustment (COLA) before the specifics of the agreement were known. This SBO acknowledges that 5.0% increase by only including anticipated expenses beyond that threshold.</p> <p>The 5% assumed COLA in the 2024 budget amounted to a total increase of about \$65,000. The total incremental cost of the TA in 2024 is expected to be about \$145,000. This SBO is intended to cover the \$80,000 difference.</p> <p>The \$80,000 is split between wages and benefits as follows:</p> <ul style="list-style-type: none"> - \$67,425 is for wages, - \$7,415 is for retirement, - \$5,160 is for Federal payroll taxes. <p>The Emergency Management program has historically paid the County for an Emergency Management Interlocal Agreement, but this will not occur in 2024. This payment was still budgeted for, so we are moving \$80,000 of this appropriation from Emergency Management to Legal for the increased cost of this tentative agreement.</p> <p>Notable items from the Tentative Agreement Briefing Paper include:</p> <ol style="list-style-type: none"> 1. The proposed TA provides for an average total cost of compensation (TCC) increase of approximately 10.0% in 2024 and between 5.1% and 5.8% in 2025. 2. Two-year contract term-January 1, 2024 through December 31, 2025.

3. Salary Amendment: Parity will be established between the Public Defender II pay scale and the 270-PA pay scale from January 1, 2024, through September 30, 2024.

Step	Hourly	Est. Biweekly	Est Monthly	Est Annual
1	32.83	2,626	5,712	68,549
2	36.80	2,944	6,403	76,838
3	40.60	3,248	7,064	84,773
4	45.03	3,602	7,835	94,023
5	49.65	3,972	8,639	103,669
6	53.95	4,316	9,387	112,648

4. Parity between the Public Defender II pay scale and the 270-PA pay scale beginning October 1, 2024, as outlined below:

Step	Hourly	Est. Biweekly	Est Monthly	Est Annual
1	34.48	2,758	6,000	71,994
2	38.64	3,092	6,723	80,680
3	42.63	3,410	7,418	89,011
4	47.29	3,783	8,228	98,742
5	52.14	4,171	9,072	108,868
6	56.65	4,532	9,857	118,285

Cost of Living Adjustment:

Effective the pay period that includes July 1, 2025, there will be a cost-of-living adjustment (COLA) to the steps established October 1, 2024 based on the average of the February 2024-February 2025 CPI-U (Seattle/Tacoma/Bellevue) and the February 2024-February 2025 CPI-W (West B/C), subject to a minimum wage increase of 2.5% to a maximum wage increase of 4%.

Fiscal Impact

Approved in current year budget? Yes No N/A

Total Cost: \$80,000 (\$145,000 increased cost, \$65,000 was included in the 2024 budget).

Current year cost: \$80,000 (\$145,000 total cost increase).

Subsequent year(s) cost: \$145,000 x the contracted cost-of-living adjustment % per year.

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: Reallocation

Is this funding source sustainable for future years, months, etc? No, in future years the General Fund will need to absorb this through increased revenues, or by reductions to General Fund departments.

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?

Speaking specifically to the SBO as outlined, this proposal should not directly impact any specific group within our community. It was previously determined that the Emergency Management contract with the County wasn't being paid in 2024, so funding this TA with that appropriation will not have a direct impact on any group within our community.

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

This SBO is not directly changing the course of programs or spending for the City, so there won't be any data to collect as a result. Any data collection would pertain to the prosecutors as part of continued standard operations rather than the incremental cost of a new labor agreement.

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

This is not particularly quantifiable. One could argue that increasing the wages should improve the caliber of employees that the City is able to attract, but that's difficult to express using numbers without a standard to apply this to.

Increasing wages is one approach to reducing employee turnover, so in theory Legal could compare turnover between years past & future. In the previous contract, the prosecutors had agreed to a 0% COLA in 2023 which was compounded by it being a period of high inflation. It's not out of the realm of possibility that employees were more likely to leave in search of higher wages. With only 11 prosecutors I would not think that this data would be statistically significant regardless of what it shows.

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

The City is required to establish collective bargaining agreements, so this process is a necessity. The City of Spokane also has a duty to its citizens to uphold the law. This is often resolved in a court of law which requires prosecutors. These prosecutors should be fairly compensated to help Spokane stay competitive with other firms and organization in order to attract and keep strong employees.

Council Subcommittee Review

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

ORDINANCE NO _____

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 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 General Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Decrease appropriation by \$80,000.
 - A) Of the decreased appropriation, \$80,000 is removed solely from contractual services in the Mayor's Office for the emergency preparedness interlocal agreement with Spokane County.
- 2) Increase appropriation by \$80,000.
 - A) Of the increased appropriation, \$80,000 is provided solely for wages and benefits in the Legal Department due to the tentative agreement between the City of Spokane and the Local 270 Prosecuting Attorneys bargaining unit.
 - B) There is no change to the overall appropriation level in the General Fund.

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 change the wages of personnel impacted by the 270 Prosecutors' collective bargaining agreement, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council:

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

Committee Agenda type: Discussion

Date Rec'd

2/9/2024

Clerk's File #

Renews #

Cross Ref #

Council Meeting Date: 03/11/2024

Submitting Dept

HUMAN RESOURCES

Project #

Contact Name/Phone

DAVID MOSS 6383

Bid #

Contact E-Mail

DMOSS@SPOKANECITY.ORG

Requisition #

Agenda Item Type

Special Budget Ordinance

Council Sponsor(s)

MCATHCART BWILKERSON ZZAPONE

Agenda Item Name

SBO – Q1 2024, QUARTERLY RANGE CHANGES

Agenda Wording

Q1 2024, Quarterly Range Changes

Summary (Background)

The City's Human Resources Department conducted an internal and external salary analysis of the below positions due to a change in duties and job responsibilities. The individual positions affected by the salary analysis are listed. Upon approval, these range changes will be put into effect in the HR system and incumbents' pay will be adjusted.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? NO

Total Cost \$ 210,000-310,000

Current Year Cost \$ 175,000-260,000

Subsequent Year(s) Cost \$ prevailing wages

Narrative

Personnel budgets will not be increased for these changes. Existing personnel budgets are expected to cover the increased expense due to vacancy savings.

Amount

Budget Account

Expense \$ 175,000-260,000

various

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Human Resources																																																																																																																
Contact Name & Phone	David Moss																																																																																																																
Contact Email	dmos@spokanecity.org																																																																																																																
Council Sponsor(s)	Betsy Wilkerson, Michael Cathcart																																																																																																																
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5min																																																																																																																
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Summary (Background)	<p>The City’s Human Resources Department conducted an internal and external salary analysis of the below positions due to a change in duties and job responsibilities. The individual positions affected by the salary analysis are listed below. Upon approval, these range changes will be put into effect in the HR system and incumbents’ pay will be adjusted.</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th>Union</th> <th>SPN</th> <th>Title</th> <th>From Grade</th> <th>To Grade</th> <th>Former Range</th> <th>New Range</th> </tr> </thead> <tbody> <tr> <td colspan="7" style="text-align: center;">Civil Service Request</td> </tr> <tr> <td>M&P-B</td> <td>328</td> <td>Plan Examiner</td> <td>42</td> <td>43</td> <td>\$70,971.12- \$100,725.12</td> <td>\$72,787.68- \$103,251.60</td> </tr> <tr> <td>M&P-B</td> <td>672</td> <td>Senior Environmental Analyst</td> <td>-0-</td> <td>49</td> <td>-0-</td> <td>\$84,250.80- \$118,807.20</td> </tr> <tr> <td>M&P-B</td> <td>117</td> <td>Accounting System Administrator</td> <td>-0-</td> <td>47</td> <td>-0-</td> <td>\$80,262.72- \$113,503.68</td> </tr> <tr> <td>M&P-B</td> <td>045A</td> <td>Merit System Analyst I</td> <td>-0-</td> <td>39</td> <td>-0-</td> <td>\$66,043.44 - \$93,542.40</td> </tr> <tr> <td>M&P-B</td> <td>045B</td> <td>Merit System Analyst II</td> <td>-0-</td> <td>43</td> <td>-0-</td> <td>\$72,787.68 - \$103,251.60</td> </tr> <tr> <td>M&P-B</td> <td>047</td> <td>Merit System Analyst III</td> <td>-0-</td> <td>47</td> <td>-0-</td> <td>\$80,262.72 - \$113,503.68</td> </tr> <tr> <td>M&P-B</td> <td>052</td> <td>Senior Merit System Analyst</td> <td>-0-</td> <td>51</td> <td>-0-</td> <td>\$88,468.56 - \$125,927.28</td> </tr> <tr> <td colspan="7" style="text-align: center;">Director Request</td> </tr> <tr> <td>M&P-B</td> <td>114</td> <td>Accounting Manager</td> <td>49</td> <td>52</td> <td>\$84,250.80- \$118,807.20</td> <td>\$90,535.68- \$128,808.72</td> </tr> <tr> <td>M&P-B</td> <td>111</td> <td>Senior Accountant</td> <td>41</td> <td>44</td> <td>\$69,426.00- \$98,344.80</td> <td>\$74,666.88- \$106,070.40</td> </tr> <tr> <td>M&P-B</td> <td>110</td> <td>Accountant</td> <td>35</td> <td>38</td> <td>\$60,030.00- \$84,856.32</td> <td>\$64,435.68- \$91,245.60</td> </tr> <tr> <td>M&P-B</td> <td>065</td> <td>Social Response Manager</td> <td>38</td> <td>42</td> <td>\$64,435.68- \$91,245.60</td> <td>\$70,971.12- \$100,725.12</td> </tr> <tr> <td>M&P-B</td> <td>055</td> <td>Senior Benefits Specialist</td> <td>39</td> <td>42</td> <td>\$66,043.44 - \$93,542.40</td> <td>\$70,971.12 - \$100,725.12</td> </tr> <tr> <td>M&P-B</td> <td>056</td> <td>HR Management System Specialist</td> <td>-0-</td> <td>42</td> <td>\$66,043.44 - \$93,542.40</td> <td>\$70,971.12 - \$100,725.12</td> </tr> </tbody> </table>	Union	SPN	Title	From Grade	To Grade	Former Range	New Range	Civil Service Request							M&P-B	328	Plan Examiner	42	43	\$70,971.12- \$100,725.12	\$72,787.68- \$103,251.60	M&P-B	672	Senior Environmental Analyst	-0-	49	-0-	\$84,250.80- \$118,807.20	M&P-B	117	Accounting System Administrator	-0-	47	-0-	\$80,262.72- \$113,503.68	M&P-B	045A	Merit System Analyst I	-0-	39	-0-	\$66,043.44 - \$93,542.40	M&P-B	045B	Merit System Analyst II	-0-	43	-0-	\$72,787.68 - \$103,251.60	M&P-B	047	Merit System Analyst III	-0-	47	-0-	\$80,262.72 - \$113,503.68	M&P-B	052	Senior Merit System Analyst	-0-	51	-0-	\$88,468.56 - \$125,927.28	Director Request							M&P-B	114	Accounting Manager	49	52	\$84,250.80- \$118,807.20	\$90,535.68- \$128,808.72	M&P-B	111	Senior Accountant	41	44	\$69,426.00- \$98,344.80	\$74,666.88- \$106,070.40	M&P-B	110	Accountant	35	38	\$60,030.00- \$84,856.32	\$64,435.68- \$91,245.60	M&P-B	065	Social Response Manager	38	42	\$64,435.68- \$91,245.60	\$70,971.12- \$100,725.12	M&P-B	055	Senior Benefits Specialist	39	42	\$66,043.44 - \$93,542.40	\$70,971.12 - \$100,725.12	M&P-B	056	HR Management System Specialist	-0-	42	\$66,043.44 - \$93,542.40	\$70,971.12 - \$100,725.12
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Proposed Council Action & Date:	Approval of this Special Budget Ordinance on March 4, 2024
<p>Fiscal Impact:</p> <p>Total Annual Cost: \$210,000 - \$310,000 (General Fund: \$30,000 - \$40,000)</p> <p>Total Cost Remaining This Year: \$175,000 - \$260,000 (General Fund: \$25,000 - \$34,000)</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Various Funds' revenues or reserves.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p> <p>Other budget impacts: Personnel budgets will not be increased for these changes. Existing personnel budgets are expected to cover the increased expense due to vacancy savings. If vacancy savings aren't sufficient, the increase will be funded with reserves or unappropriated Fund balance.</p>	
Operations Impacts	
<p>What impacts would the proposal have on historically excluded communities?</p> <p>N/A, recurring HR admin task.</p>	
<p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?</p> <p>N/A, recurring HR admin task.</p>	
<p>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?</p> <p>N/A, recurring HR admin task.</p>	
<p>Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?</p> <p>Ensures compensation equity.</p>	

ORDINANCE NO _____

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

WHEREAS, subsequent to the adoption of the 2024 budget Ordinance No. C36467, as above entitled, and which passed the City Council November 27, 2023, it is necessary to make changes in the appropriations of the various Funds listed below, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

Section 1. That in the budget of the General Fund and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Change the grade and associated pay range for the Accountant position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	110	Accountant	35	38	\$60,030-\$84,856	\$64,436-\$91,246

- 2) Change the grade and associated pay range for the Merit System Analyst I position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	045A	Merit System Analyst I	N/A	39		\$66,043-\$93,542

- 3) Change the grade and associated pay range for the Merit System Analyst II position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	045B	Merit System Analyst II	N/A	43		\$72,788-\$103,252

- 4) Change the grade and associated pay range for the Merit System Analyst III position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	047	Merit System Analyst III	N/A	47		\$80,263-\$113,504

- 5) Change the grade and associated pay range for the Senior Merit System Analyst position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	052	Senior Merit System Analyst	N/A	51		\$88,467-\$125,927

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

- 1) Change the grade and associated pay range for the Accountant position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	110	Accountant	35	38	\$60,030-\$84,856	\$64,436-\$91,246

- 2) Change the grade and associated pay range for the Senior Accountant position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	111	Senior Accountant	41	44	\$69,426-\$98,345	\$74,667-\$106,070

Section 3. That in the budget of the Community Development & Human Services Operations Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Change the grade and associated pay range for the Accountant position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	110	Accountant	35	38	\$60,030-\$84,856	\$64,436-\$91,246

- 2) Change the grade and associated pay range for the Senior Accountant position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	111	Senior Accountant	41	44	\$69,426-\$98,345	\$74,667-\$106,070

Section 4. That in the budget of the Fire and Emergency Medical Services (EMS) Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Change the grade and associated pay range for the Social Response Manager position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	065	Social Response Manager	38	42	\$64,436-\$91,246	\$70,971-\$100,725

Section 5. That in the budget of the Golf Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Change the grade and associated pay range for the Accountant position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	110	Accountant	35	38	\$60,030-\$84,856	\$64,436-\$91,246

Section 6. That in the budget of the Development Services Center Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Change the grade and associated pay range for the Plan Examiner position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	328	Plan Examiner	42	43	\$70,971- \$100,725	\$72,788- \$103,252

Section 7. That in the budget of the Accounting Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Change the grade and associated pay range for the Accountant position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	110	Accountant	35	38	\$60,030- \$84,856	\$64,436- \$91,246

- 2) Change the grade and associated pay range for the Senior Accountant position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	111	Senior Accountant	41	44	\$69,426- \$98,345	\$74,667- \$106,070

- 3) Change the grade and associated pay range for the Accounting Manager position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	114	Accounting Manager	49	52	\$84,251- \$118,807	\$90,536- \$128,809

- 4) Change the grade and associated pay range for the Accounting System Administrator position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	117	Accounting System Administrator	N/A	47		\$80,263- \$113,504

Section 8. That in the budget of the Employee Benefits Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Change the grade and associated pay range for the Senior Benefits Specialist position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	055	Senior Benefits Specialist	39	42	\$66,043- \$93,542	\$70,971- \$100,725

- 2) Change the grade and associated pay range for the HR Management System Specialist position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	056	HR Management System Specialist	N/A	42		\$70,971-\$100,725

Section 9. That in the budget of the Sewer Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Change the grade and associated pay range for the Senior Environmental Analyst position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	672	Senior Environmental Analyst	N/A	49		\$84,251-\$118,807

Section 10. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to adjust pay ranges to align with salary analysis, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council:

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

Committee Agenda type: Consent

Date Rec'd 2/15/2024

Clerk's File # OPR 2022-0870

Renews #

Cross Ref #

Council Meeting Date: 03/11/2024

Submitting Dept	ACCOUNTING	Project #	
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Contact Name/Phone	MICHELLE 625-6585	Bid #	
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Contact E-Mail	MMURRAY@SPOKAENCITY.ORG	Requisition #	N/A
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Agenda Item Type	Contract Item		
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Council Sponsor(s)	MCATHCART BWILKERSON ZZAPONE		
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Agenda Item Name	5600 - INNOVIA ARPA CONTRACT DE-OBLIGATION		
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Agenda Wording

These de-obligated funds will then roll back to the unallocated ARPA Funds available to be redistributed to other City initiatives.

Summary (Background)

The grantee is allowed to carry forward 10% of the budgeted amount for that year to the next calendar year if unspent. This action is to adjust the contract for the funds that were not allowed to be carried forward resulting in a de-obligation of funds in the amount of \$ 104,899.31 for years 2022 and 2023 adjusting their overall award from \$5 million to not exceed \$ 4,895,100.69.

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

Action to de-obligate \$104,899.31 of funding from OPR 2022-0870 and allow funds to be utilized for other City initiatives

Amount

Budget Account

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



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	MURRAY, MICHELLE	<u>ACCOUNTING -</u>	MURRAY, MICHELLE
<u>Division Director</u>	BOSTON, MATTHEW		
<u>Accounting Manager</u>	BUSTOS, KIM		
<u>Legal</u>	HARRINGTON,		
<u>For the Mayor</u>	JONES, GARRETT		

Additional Approvals

Distribution List

kbustos@spokanecity.org

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	February 26, 2024
Submitting Department	Accounting & Grants
Contact Name	Michelle Murray
Contact Email & Phone	mmurray@spokanecity.org
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	Innovia ARPA Contract De-obligation
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>The City of Spokane entered into a contract with the Innovia Foundation on September 22, 2022 with the terms of compensation set forth in the allowable budget for each fiscal year. The grantee is allowed to carry forward 10% of the budgeted amount for that year to the next calendar year if unspent. This action is to adjust the contract for the funds that were not allowed to be carried forward resulting in a de-obligation of funds in the amount of \$ 104,899.31 for years 2022 and 2023 adjusting their overall award from \$5 million to not exceed \$ 4,895,100.69.</p> <p>These de-obligated funds will then roll back to the unallocated ARPA Funds available to be redistributed to other City initiatives.</p>
Fiscal Impact	<p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: <u>n/a</u> Current year cost: n/a Subsequent year(s) cost: n/a</p> <p>Narrative: <u>Action to de-obligate \$104,899.31 of funding from OPR 2022-0870 and allow funds to be utilized for other City initiatives.</u></p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A Specify funding source: Grant Is this funding source sustainable for future years, months, etc? Not applicable as this is a de-obligation of funding</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.) Increases unallocated ARPA funding</p>
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? This does not affect 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? Data will not be collected	

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Data will not be collected.

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?
Per the compensation clause in OPR 2022-0870 this action brings the contract into alignment with an amount not to exceed \$4,895,100.69



City of Spokane
GRANT AGREEMENT AMENDMENT
Title: **EDUCATION DISPARITIES
IMPLEMENTATION PLAN**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **INNOVIA FOUNDATION**, whose address is 818 West Riverside Avenue, Suite 650, Spokane, Washington 99201, as ("Grantee"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into an Agreement wherein ARPA Grant monies were awarded to Grantee for the LaunchNW Program; and

WHEREAS, according to the terms of the amendment dated January 1, 2023, the City must document the carryover amount and amount to be returned, thus, the original Agreement needs to be formally amended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract, signed December 20 and 23, 2022, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on September 1, 2022.

3. AMENDMENT.

The original Agreement is hereby amended as follows:

Section 3:

- a. **Compensation.** The City shall reimburse the Grantee according to the following schedule as full compensation for the services provided for under this Agreement. A 10% carry over per year is allowed for the first four years.

- b. The 10% cannot be stacked or compounded and it must be spent within the following 12 months.

Spent	\$128,143.03	2022
Spent	\$1,051,957.66	2023
Not to exceed	\$1,375,000.00	2024
Not to exceed	\$1,250,000.00	2025
Not to exceed	\$1,090,000.00	2026
	\$4,895,100.69	Total

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

INNOVIA FOUNDATION

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney



Agenda Sheet for City Council:

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

Committee Agenda type: Consent

Date Rec'd 2/7/2024

Clerk's File #

Renews #

Cross Ref #

Council Meeting Date: 03/11/2024

Submitting Dept FACILITIES MANAGEMENT

Project #

Contact Name/Phone DAVE STEELE 625-6064

Bid # RFB 24-001

Contact E-Mail DSTEELE@SPOKANECITY.ORG

Requisition # CR #26002

Agenda Item Type Contract Item

Council Sponsor(s) MCATHCART BWILKERSON ZZAPONE

Agenda Item Name 5900 CITY HALL WINDOW REPLACEMENTS

Agenda Wording

The City of Spokane Facilities Department completed a request for bids for replacement of eleven (11) double-pane, tinted to match, exterior windows in various locations throughout City Hall. River City Glass was the low bidder of \$70750.37 plus tax.

Summary (Background)

The City of Spokane Facilities Department is continuing to invest in the historic City Hall structure, working to complete ongoing replacement of failed windows ensuring that the investments made in the facade and roof over the last few years are met with equal investments in water and moisture penetration through failed windows and seals. This work begins the effort by replacing 11 known failed windows in the building.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 77177.90

Current Year Cost \$ 77177.90

Subsequent Year(s) Cost \$ 0

Narrative

The Facilities Department is continuing to invest in the City Hall structure, working to complete ongoing replacement of failed windows to prevent water and moisture penetration to support roof and facade work that has been completed in recent years.

Amount

Budget Account

Expense \$ 77,177.90 # 5900-71300-18300-54802-81062

Select \$ #

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>	JONES, GARRETT

Additional Approvals

<u>PURCHASING</u>	PRINCE, THEA

Distribution List

shelly@rivercityglass.com	dstele@spokanecity.org
laga@spokanecity.org	klong@spokanecity.org
baileigh@rivercityglass.com	john@rivercityglass.com
kbustos@spokanecity.org	facilitiesdepartment@spokanecity.org

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	2/26/2024
Submitting Department	Facilities
Contact Name	Dave Steele
Contact Email & Phone	dsteele@spokanecity.org 509.625.6064
Council Sponsor(s)	Councilmembers Cathcart, Wilkerson, Zappone
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	City Hall Damaged Window Replacement – River City Glass
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	The City of Spokane Facilities Department completed a request for bids for the replacement of 11, double pane, tinted to match, exterior windows in various locations throughout City Hall. River City Glass was the low bidder at \$70,750.37 plus applicable tax.
*use the Fiscal Impact box below for relevant financial information	
Fiscal Impact	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Total Cost:	
Current year cost: \$70,750.37 plus applicable tax	
Subsequent year(s) cost: NA	
Narrative: The City of Spokane Facilities Department is continuing to invest in the historic City Hall structure, working to complete ongoing replacement of failed windows ensuring that the investments made in the façade and roof over the last few years are met with equal investments in water and moisture penetration through failed windows and seals. This work begins the effort by replacing the 11 know failed windows in the building.	
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A	
Specify funding source: Program revenue	
Is this funding source sustainable for future years, months, etc? NA	
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.)	
NA	
Operations Impacts:	
Failed or damaged windows can present a safety hazard with broken glass and result in water infiltration / significant heat loss.	
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



City of Spokane
PUBLIC WORKS AGREEMENT
**Title: CITY HALL WINDOW
GLAZING REPLACEMENTS**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **RIVER CITY GLASS, INC.**, whose address is 6615 East Main, Spokane Valley, Washington 99212 as (“Contractor”) individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the purpose of this Contract is to the City Hall Multiple Window Glazing Replacements; and

WHEREAS, the Contractor was selected from Request for Bid No. 24-001 issued by the City.

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

1. TERM OF AGREEMENT.

This Contract shall begin on February 1, 2024 and shall end on December 31, 2024, unless amended by written agreement or terminated earlier under the provisions.

2. SCOPE OF WORK.

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

The Work is subject to City review and approval. The Contractor shall confer with the City periodically and prepare and present information and materials (e.g. detailed outline of completed Work) requested by the City to determine the adequacy of the Work or Contractor’s progress.

3. COMPENSATION / PAYMENT.

Total compensation for Contractor’s services under this Contract shall be a maximum amount not to exceed **SEVENTY THOUSAND SEVEN HUNDRED FIFTY AND 37/100 DOLLARS (\$70,750.37)**, not including applicable tax, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 2 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

The Contractor will send its applications for payment to the City of Spokane Facilities Management Department, facilitiesdepartment@spokanecity.org, Attn: Dave Steele. All invoices should include the City Clerk’s File No. “OPR XXXX-XXXX” and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the

invoice.

4. CONTRACT DOCUMENTS.

The contract documents are this Contract, the Contractor's completed bid proposal form, contract provisions, contract plans, standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders, and subsurface boring logs (if any). Federal and state requirements and the terms of this Contract, respectively, supersede other inconsistent provisions. These contract documents are on file at the Riverside Park Water Reclamation Facility, and are incorporated into this Contract by reference, as if they were set forth at length.

5. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED.

The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the Washington State Department of Labor and Industries (L & I); and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

6. STATE PREVAILING WAGES.

The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

7. RETAINAGE IN LIEU OF BOND.

The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. In lieu of a one hundred percent (100%) payment/performance bond, in accord with RCW 39.08.010, the City shall retain ten percent (10%) of the contract sum for thirty (30) days after date of final acceptance or until receipt of required releases and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

8. PUBLIC WORKS REQUIREMENTS.

The Contractor and each subcontractor are required to fulfill the Department of Labor and Industries Public Works and Prevailing Wage Training Requirement under RCW 39.04.350. The contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify the responsibility criteria listed in RCW 39.04.350(1) for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria. This verification requirement, as well as responsibility criteria, must be included in every public works contract and subcontract of every tier.

9. TAXES, FEES AND LICENSES.

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

10. CITY OF SPOKANE BUSINESS LICENSE.

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

11. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

12. DEBARMENT AND SUSPENSION.

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

13. INDEMNIFICATION.

The Contractor agrees to defend, indemnify and hold the City harmless from any and all claims, demands, losses and liabilities to or by third parties arising from, resulting from or connected with Work performed or to be performed under this Contract by Contractor, its agents or employees to the fullest extent permitted by law. Contractor's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City, its agents or employees. Contractor's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City or its agents or employees, and (b) Contractor or agents or employees, shall apply only to the extent of negligence of the Contractor or its agents or employees. Contractor's duty to defend, indemnify and hold the City harmless shall include, as to all claims, demands, losses and liability to which it applies, the City's personnel related costs, reasonable attorneys' fees, court costs and all other claim related expenses. The Contractor specifically assumes potential liability for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the state industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnification provided for in this section shall survive any termination or expiration of this Contract.

14. INSURANCE.

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

- A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under this Contract;
- i. Acceptable **supplementary Umbrella insurance** coverage combined with Contractors General Liability insurance policy must be a minimum of \$1,500,000, in order to meet the insurance coverage limits required in this Contract; and
- C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
- D. **Property Insurance** if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

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

15. SUBCONTRACTOR RESPONSIBILITY.

- A. The Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350. The responsibility criteria are listed in the request for bids document. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.
- B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:
1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
 2. Have a current Washington Unified Business Identifier (UBI) number;
 3. If applicable, have:

- a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

16. INDEPENDENT CONTRACTOR.

The Contractor is an independent Contractor. This Contract does not intend the Contractor to act as a City employee. The City has neither direct nor immediate control over the Contractor nor the right to control the manner or means by which the Contractor works. Neither the Contractor nor any Contractor employee shall be an employee of the City. This Contract prohibits the Contractor to act as an agent or legal representative of the City. The Contractor is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Contractor shall pay all income and other taxes as due.

17. ASSIGNMENT AND SUBCONTRACTING.

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

18. TERMINATION.

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

19. STANDARD OF PERFORMANCE.

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

20. ANTI KICK-BACK.

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

21. CONSTRUAL.

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

22. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.

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

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

23. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the City, and the Contract time and compensation will be adjusted accordingly.
- B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.
- C. This Contract shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict occurs between Contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Contract to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Contract.
- I. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane in connection with this

Agreement are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

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

RIVER CITY GLASS, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

- Exhibit A – Debarment Certification
- Exhibit B – Certification of Compliance with Wage Payment Statutes
- Exhibit C – Contractor' Response to RFB

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

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

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

<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Name of Subrecipient / Contractor / Consultant (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Program Title (Type or Print)
<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Name of Certifying Official (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Signature
<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Title of Certifying Official (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Date (Type or Print)



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

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

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

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

Bidder’s Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

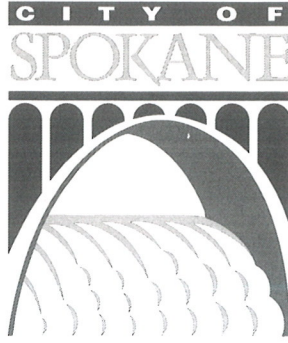
Sole Proprietorship Partnership Joint Venture Corporation

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

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

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

EXHIBIT C



CITY OF SPOKANE
808 W. Spokane Falls Blvd.
Spokane, Washington 99201-3316
509-625-6551

LISA BROWN
MAYOR
January 11, 2024

ADDENDUM NO.1

This Addendum is being issued to distribute information and questions/answers presented at the pre-bid meeting and emailed.

Adding 3 more windows for bid purposes:

(3) 44"x 92.75" – ¼" grey temp. glass with inner heat mirror coating '3' and ¼" clear tempered block

7th Floor, South Wall, Southwest Corner x 3

Kelly Long
Facilities Department

PLEASE NOTE: A SIGNED COPY OF THIS ADDENDUM MUST BE SUBMITTED WITH YOUR PROPOSAL, OR THE PROPOSAL MAY BE CONSIDERED NON-RESPONSIVE.

The undersigned acknowledges receipt of this Addendum.

River City Glass, Inc.

Company

Shelli Cashman

Authorized Signature



City of Spokane Invitation To Bid

Project Title: RFB 24-001 Facilities CityHall Multiple Window Glazing Replacements Multiple Floors

SECTION I. BID PREPARATION AND EVALUATION

1. A pre-bid conference will be held on Jan 9 or 10, 24 at 8:30 am. The location will be 808 W. Spokane Fall Blvd, Spokane WA MANDATORY WALK THRU ON FOR EITHER DAY - RSVP.
2. **BID PREPARATION.** Bids shall be typed or printed in ink, prepared on the form furnished by the City of Spokane and signed by an authorized person of the Contractor's firm. If errors are made, the corrections shall be initialed by the person signing the Bid.
3. **SUBMISSION OF BIDS.** Submit one (1) copy of the Bid by 1 pm on January 18 2024 to Kelly Long at VIA EMAIL ONLY klong@spokanecity.org, Spokane, WA ZIP.
4. **CONTRACTOR'S REPRESENTATION.** The Contractor by making its Bid represents that it has read and understands the specifications; and has visited the site and familiarized itself with the local conditions under which the Work is to be performed.
5. **QUALIFICATION.** Prior to the award of contract, the Contractor shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the Work, unless waived by the City.
6. **AWARD OF CONTRACT.** Award of contract, when made by the City, will be to the low responsive-responsible Contractor. Unsuccessful firms will not automatically be notified of results.
7. **PAYMENT.** Payment will be made via direct deposit/ACH after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.
8. **REJECTION OF BIDS.** The City reserves the right to reject any or all Bids, to waive minor deviations from the specifications, to waive minor informalities in Bid process whenever it is in the City's best interest, and to accept or reject all or part of this Request for Bids, at the prices shown.
9. **REGISTERED CONTRACTOR.** The Contractor shall be a Washington State registered or licensed Contractor at time of Bid submittal.
10. **PUBLIC WORK REQUIREMENTS.** The scope of work ("Work") for this Project constitutes a public work under state law. Contractors are warned to take into consideration statutory legal requirements, particularly, the payment of State prevailing wages, securing of a payment/performance bond from a Surety, and sales tax implications in making their Bids. As of July 1, 2019, contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020.
11. **CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES.** Before award of a public works contract, the bidder under consideration for award of a public works project must submit to the public agency a sworn statement that they have not willfully violated wage payment laws within the past three years in order to be considered a responsible bidder. (See RCW 39.04.350 as modified by SSB 5301, Laws of 2017, ch. 258.). This form is titled "Certification of Compliance with Wage Payment Statutes". This form must be submitted upon request by City.
12. **BUSINESS REGISTRATION REQUIREMENT.** Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid business registration. The Vendor shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 1-360-705-6741 to obtain a business registration. If the Vendor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination.



City of Spokane Invitation To Bid

SECTION II. GENERAL REQUIREMENTS

1. **SCOPE OF WORK.** Unless otherwise stated, the Contractor shall furnish all labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary to complete the specified Work.
2. **PROJECT CONTACT.** The Project contact for the City of Spokane is:
Name: Dave Steele
Department: Facilities Department
Phone: 509.625.6064
Email: dsteale@spokanecity.org
3. **COMPLETION TIME.** All Work under the contract shall be started after the date of Notice To Proceed (NTP). Work once started shall be completed by contract date.
4. **LIQUIDATED DAMAGES.** If the Work is not completed within the stated completion time, the Contractor agrees to pay to the City liquidated damages in the amount of n/a for each and every calendar day the work remains uncompleted. Which is a reasonable forecast of the damages likely to occur if Work is unfinished by the completion date.
5. **INTENT OF SPECIFICATIONS.** The apparent silence or omission in the specifications as to any detail of the Work to be done or materials to be furnished means that the region's best general practice shall prevail, and that material and workmanship of the best quality shall be used. The specifications shall be interpreted on this basis.
6. **WASHINGTON STATE RETAIL SALES TAX.**
 - A. **GENERAL CONSTRUCTION.** Retail sales tax, when applicable, will be paid as a separate item, and shall not be included in the Bid price. Sales tax shall be added on the amounts due the Contractor and the Contractor shall be responsible for making payment to the State. The City reserves the right to claim any exemption authorized by law.
 - B. **PUBLIC STREET IMPROVEMENTS.** If the technical requirements in the specifications indicate that all or a portion of the Work is a "public street improvement" as defined by state law, the Contractor shall include all contractor-paid taxes, including use taxes on materials in its Bid price. The City will NOT pay retail sales tax as a separate item.
7. **PERMITS.** The Contractor shall be responsible for obtaining at its expense all related and necessary permits required by regulatory agencies.
8. **GUARANTY.** The Contractor guarantees all work, labor and materials for one (1) year following final acceptance of the Work. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the Work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply to Work, which has been abused or neglected by the City.
9. **SUBCONTRACTORS.** The Contractor shall not award any portion of the Work to any subcontractor without the City's prior approval. The Contractor shall be fully responsible to the City for the acts, errors and omissions of its subcontractors. No contractual relationship shall be created between any subcontractor and the City.
10. **INSURANCE.** During the term of the Contract, the Contractor shall maintain in force at its own expense, the below insurance coverage(s):
 - a. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
 - b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. It shall include premises and operations, independent contractors, products and completed operations, personal injury liability, and contractual liability coverage for the indemnity provided under the contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under the contract;
 - i. Acceptable supplementary Umbrella insurance coverage, combined with the Contractor's General Liability insurance policy must be a minimum of \$1,500,000, in order to meet the insurance coverages required under this Contract;



City of Spokane Invitation To Bid

- c. Property Insurance if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of the improvement. Hazard or XCU (Explosion, Collapse, Underground) Insurance should be provided if any hazard exists; and
- d. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. The Contractor shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns the signed Contract. The certificate shall specify the City of Spokane as "additional insured", and all of the parties who are additional insured; as well as applicable policy endorsements and the deduction or retention level. Insuring companies or entities are subject to City acceptance.

11. PERFORMANCE BOND. The Contractor shall furnish, at its sole expense, a performance and payment bond equal to one hundred percent (100%) of the contract price. The bond shall insure faithful and complete performance of the contract and payment of all obligations to laborers and material men arising from the Project. The bond shall be executed by a Surety company authorized to do business in Washington State, and shall remain in effect for one (1) year following final acceptance of the Work. Unless approved by the City, the Surety's name shall appear on the United States Treasury Department's list of authorized Sureties - Circular 570.

On contracts of \$150,000 or less, in lieu of a surety bond, at the request of the Contractor, the City may retain ten percent (10%) of the contract price for a minimum of forty five (45) days following final acceptance, or until receipt of all releases and settlement of liens, whichever is later, in accord with RCW 39.08.010.

12. PREVAILING WAGES - LOCAL AND STATE ASSISTED CONSTRUCTION.

- A. The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries (L & I).
- B. The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries:
<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>.

Based on the Bid submittal deadline for this Project, the applicable effective date for State prevailing wages for this Project is January 18, 2024.

- C. If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid State prevailing journeyman wages.
13. RETAINAGE. Pursuant to chapter 60.28 RCW, the City will retain five percent (5%) (or ten percent (10%) at Contractor's request) from the monies earned by the Contractor. This Retainage shall be held as a trust fund for the protection and payment: (1) to the State of taxes and fees owed by the Contractor; and (2) of any person, mechanic, subcontractor or material man who performs any labor or furnishes any supplies toward the Work. Release of Retainage will be made at a minimum of forty five (45) days following final acceptance of the Work; provided the following conditions are met:
 - a. The City has received from the Contractor and each subcontractor a copy of the "Statement of Intent to Pay Prevailing Wages" and an "Affidavit of Wages Paid", approved by the State Department of Labor and Industries (L & I).
 - b. On contracts greater than \$35,000, the City has received releases from the State Departments of Revenue (DOR), Labor & Industries and Employment Security.
 - c. No claims, as provided by law, have been filed against the Retainage.

In the event a claim is filed, the Contractor shall be paid a portion of the Retainage, which is less than the amount sufficient to pay the claim and potential legal costs.



City of Spokane Invitation To Bid

SECTION III. TECHNICAL REQUIREMENTS

1. PERFORMANCE. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, permits, organization and other items of work and cost necessary for the proper execution and completion of the described Work.
2. ATTACHMENTS. The following file(s) has been added as an attachment to help explain the scope of work.
3. SCOPE OF WORK.

Contractor shall provide and install glazing for 8 openings to match existing commercial office windows and shall be responsible for all tools labor, materials, equipment, transport, safety measures, proper handling and disposal / recycling of all debris to complete the removal of existing glazing and installation of new glazing to complete this work. City Hall is listed on the historic register and all work shall be completed in a manner that protects that status.

-Contractor shall match existing all colors, tints, reflectivity, coatings, etc. to existing.

-Contractor shall submit samples of glazing & materials for Facilities approval prior to installation of any materials.

-Contractor shall be responsible for field verifying all dimensions

-Approximate locations / dimensions are

(1) 34.25 x 80.75" - 1/4" grey temp. glass with inner heat mirror coating `3' and 1/4" clear tempered block

6th Floor, Southeast Corner

(4) 46"x76" - 1/4" grey temp. glass with inner heat mirror coating `3' and 1/4" clear tempered block

2nd Floor, West Wall

2nd Floor, South Wall

2nd Floor Southwest Diagonal Corner

1st Floor, South Wall

(1) 44"x 92.75" - 1/4" grey temp. glass with inner heat mirror coating `3' and 1/4" clear tempered block

7th Floor, Southeast Corner

(1) 60.75"x 81.25" - 1/4" grey temp. glass with inner heat mirror coating `3' and 1/4" clear tempered block

5th Floor, Northeast Corner

(1) 51.25" x 93.5" - 1/4" grey temp. glass with inner heat mirror coating `3' and 1/4" clear tempered block

7th Floor, Southwest Diagonal Corner

SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA FORM DUE WITH BID.

Building / Site Access:

Coordinate building parking / contractor access / before or after hours

Internal Office Access:

Coordinate office access / before or after hours / remove obstructions / personal belongings



City of Spokane Invitation To Bid

BID

TO: CITY OF SPOKANE, WASHINGTON
 PROJECT NAME: RFB 24 -001 Facilities CityHall Multiple Window GlazingReplacements Multiple Floors

BIDDER'S DECLARATION. The undersigned bidder certifies that it has examined the site, read and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations. The bidder is advised that by signature of this bid proposal it has acknowledged all bid requirements and signed all certificates contained herein.

BID OFFER. The price(s) listed in this bid proposal is tendered as an offer to furnish all labor, materials, equipment and supervision required to complete the proposed project in strict accordance with the contract documents. The bidder proposes to do the project at the following price:

BASE BID:	\$ <u>70,750.37</u>	Alt 1 Description or Delete	
SALES TAX (9 %)	\$ <u>6,367.53</u>	(Include Retail Sales Tax)	N/A\$
TOTAL BASE BID PRICE:	\$ <u>77,117.90</u>	Alt 2 Description or Delete	
TRENCH SAFETY SYSTEM, if excavation greater than four feet (4') deep: \$ _____		(Include Retail Sales Tax)	\$
		Alt 3 Description or Delete	
		(Include Retail Sales Tax)	\$

CONTRACTOR RESPONSIBILITY.

Washington State Contractor's Registration No.	<u>River 0603427</u>
U.B.I. Number	<u>0601 534 975</u>
Washington Employment Security Department Number	<u>811635005</u>
Washington Excise Tax Registration Number	<u>061534975</u>
City of Spokane Business Registration Number	<u>L9609621</u>

As of July 1, 2019, Contractor has fulfilled training requirement or is exempt from L & I's Public Works Training Requirement under RCW 39.04.350 and RCW 39.06.020. (YES) (NO)

ADDENDA. The undersigned acknowledges receipt of addenda number(s) _____ and agrees that their requirements have been included in this bid proposal.

The firm agrees that its Bid will NOT be withdrawn for a minimum of forty five (45) calendar days after the stated submittal date.

For contracts up to \$150,000.00 including tax, the Contractor may request for ten percent (10%) retainage in lieu of bond. (YES) (NO)

The undersigned Bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

FIRM NAME: River City Glass, Inc.
 SIGNATURE: Sherry Cashman
 TITLE: Vice President PHONE: 509-532-0252
 ADDRESS: 1615 E. Main Spokane WA 99212



City of Spokane Invitation To Bid

SUBCONTRACTOR LIST OPTIONAL USE

PROJECT TITLE: RFB 24 -001 Facilities CityHall Multiple Window GlazingReplacements Multiple Floors

PROPOSED SUBCONTRACTORS/SUPPLIERS TO BE USED ON THE PROJECT ARE: (USE ADDITIONAL PAGES IF NECESSARY)

CONTRACTOR/SUPPLIER Alpen Clear Performance

TYPE OF WORK/BID ITEM Heat Mirrors

AMOUNT \$ 21,324.00

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT \$ _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT \$ _____

CONTRACTOR'S REGISTRATION NO. _____

NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT

1-17-2024

Date

Shelly Cashman

Signature of Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS AND AUTOMATIC WAIVER OF SUBROGATION WHEN REQUIRED IN WRITTEN CONTRACT, AGREEMENT, PERMIT OR AUTHORIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Additional Insured - Owners, Lessees Or Contractors - Automatic Status For Other Parties When Required In Written Contract Or Agreement With You

1. Section II - Who Is An Insured is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person(s) or organization(s) is an additional insured only with respect to liability for:

a. "Bodily injury", "property damage" or "personal and advertising injury" *caused, in whole or in part, by* the performance of your ongoing operations by you or on your behalf, under that written contract or written agreement. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project; and

b. "Bodily injury" or "property damage" *caused, in whole or in part, by* "your work" performed under that written contract or written agreement and in-

cluded in the "products-completed operations hazard", but only if:

(1) The Coverage Part to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"; and

(2) The written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for that person or organization.

If the written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for a specified length of time for that person or organization, the "bodily injury" or "property damage" must occur prior to the expiration of that period of time in order for this insurance to apply.

If the written contract or written agreement requires you to provide additional insured coverage for a person or organization per only ISO additional insured endorsement form number **CG 20 10**, without specifying an edition date, and without specifically requiring additional insured coverage included within the "products-completed operations hazard", this Paragraph **b.** does not apply to that person or organization.

2. If the written contract or written agreement described in Paragraph **1.** above specifically requires you to provide additional insured coverage to that person or organization:

a. *Arising out of* your ongoing operations or *arising out of* "your work"; or

- b. By way of an edition of an ISO additional insured endorsement that includes *arising out of* your ongoing operations or *arising out of* "your work";

then the phrase *caused, in whole or in part, by* in Paragraph **A.1.a.** and/or Paragraph **A.1.b.** above, whichever applies, is replaced by the phrase *arising out of*.

- 3. With respect to the insurance afforded to the additional insureds described in Paragraph **A.1.**, the following additional exclusion applies:

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

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

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- 4. This Paragraph **A.** does not apply to additional insureds described in Paragraph **B.**

B. Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Automatic Status When Required In Written Permits Or Authorizations

- 1. **Section II - Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision you have agreed in writing in a permit or authorization to add as an additional insured on this Coverage Part. Such state or governmental agency or subdivision or political subdivision is an additional insured only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued, in writing, a permit or authorization.

- 2. With respect to the insurance afforded to the additional insureds described in Paragraph **B.1.**, the following additional exclusions apply:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard."

- C. The insurance afforded to additional insureds described in Paragraphs **A.** and **B.**:

- 1. Only applies to the extent permitted by law; and
- 2. Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and
- 3. Does not apply to any person, organization, state, governmental agency or subdivision or political subdivision specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part.

- D. With respect to the insurance afforded to the additional insureds described in Paragraphs **A.** and **B.**, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the written contract, written agreement, written permit or written authorization described in Paragraphs **A.** and **B.** For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella Liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or
- 2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

- E. **Section IV - Commercial General Liability Conditions** is amended to add the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

1. During the policy period; and
2. Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraphs **A.** and **B.**

F. Except when **G.** below applies, the following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

When Other Additional Insured Coverage Applies On An Excess Basis

This insurance is primary to other insurance available to the additional insured described in Paragraphs **A.** and **B.** except:

1. As otherwise provided in **Section IV - Commercial General Liability Conditions, Other Insurance, b. Excess Insurance;** or
2. For any other valid and collectible insurance available to the additional insured as an additional insured on another insurance policy that is written on an excess basis. In such case, this insurance is also excess.

G. The following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

Primary Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization de-

scribed in Paragraph **A.** or **B.** that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

Primary And Noncontributory Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

H. **Section IV - Commercial General Liability Conditions, Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

Waiver of Subrogation

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom the insured has waived its right of recovery in a written contract, written agreement, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Endorsement - Table of Contents:

<u>Coverage:</u>	<u>Begins on Page:</u>
1. Employee Benefit Liability Coverage.....	2
2. Unintentional Failure To Disclose Hazards.....	8
3. Damage To Premises Rented To You.....	8
4. Supplementary Payments.....	10
5. Medical Payments.....	10
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7. Waiver Of Subrogation.....	10
8. Automatic Additional Insured - Specified Relationships:.....	10
(a) Managers Or Lessors Of Premises	
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(d) State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises	
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9. Property Damage To Borrowed Equipment.....	13
10. Employees As Insureds - Specified Health Care Services And Good Samaritan Services.....	14
11. Broadened Notice Of Occurrence.....	14
12. Nonowned Aircraft.....	14
13. Bodily Injury Redefined.....	15
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16. Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage.....	15
17. Broadened Contractual Liability - Work Within 50' Of Railroad Property.....	17
18. Alienated Premises.....	17

B. Limits Of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. Employee Benefit Liability Coverage

Each Employee Limit: \$1,000,000
Aggregate Limit: \$3,000,000
Deductible Amount: \$ 1,000

3. Damage To Premises Rented To You

The lesser of:

- The Each Occurrence Limit shown in the Declarations; or
- \$500,000 unless otherwise stated \$ _____

4. Supplementary Payments

- Bail Bonds: \$2,500
- Loss Of Earnings: \$ 500

5. Medical Payments

Medical Expense Limit: \$10,000

9. Property Damage To Borrowed Equipment

Each Occurrence Limit: \$10,000
 Deductible Amount: \$ 250

16. Voluntary Property Damage Coverage (Coverage D) and Care, Custody Or Control Liability Coverage

Limits Of Insurance

Voluntary Property Damage Coverage:
 \$1,000 Each Occurrence
 \$5,000 Aggregate
 Care, Custody Or Control Liability Coverage:
 \$5,000 Each Occurrence unless otherwise stated \$ _____

Deductible Amount (Each Occurrence)

Voluntary Property Damage Coverage: \$250
 Care, Custody Or Control Liability Coverage: \$250 unless otherwise stated \$ _____

COVERAGE	PREMIUM BASIS (a) Area (b) Payroll (c) Gross Sales (d) Units (e) Other	RATE (For Limits in Excess of \$5,000)	ADVANCE PREMIUM (For Limits in Excess of \$5,000)
Care, Custody Or Control Liability			\$
TOTAL ANNUAL PREMIUM			\$

C. Coverages

1. Employee Benefit Liability Coverage

a. The following is added to **Section I - Coverages**:

EMPLOYEE BENEFIT LIABILITY COVERAGE

(1) Insuring Agreement

(a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

- 1) The amount we will pay for damages is limited as described in **C. Coverages, 1. Employee Benefit Liability Coverage, c. Limits Of Insurance** of this endorsement; and
- 2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

(b) This insurance applies to damages only if the act, error or omission is negligently committed in the "administration" of your "employee benefit program"; and

- 1) Occurs during the policy period; or

2) Occurred prior to the "first effective date" of this endorsement provided:

a) You did not have knowledge of a claim or "suit" on or before the "first effective date" of this endorsement.

You will be deemed to have knowledge of a claim or "suit" when any insured listed under **C. Coverages, 1. Employee Benefit Liability Coverage, b. Who Is An Insured, (1)** of this endorsement or any "employee" authorized by you to give or receive notice of a claim or "suit":

i) Reports all, or any part, of the act, error or omission to us or any other insurer;

ii) Receives a written or verbal demand or claim for damages because of the act, error or omission; and

b) There is no other applicable insurance.

(2) Exclusions

This insurance does not apply to:

(a) **Bodily Injury, Property Damage Or Personal And Advertising Injury**

"Bodily injury", "property damage" or "personal and advertising injury".

(b) **Dishonest, Fraudulent, Criminal Or Malicious Act**

Damages arising out of any intentional, dishonest,

fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

(c) **Failure To Perform A Contract**

Damages arising out of failure of performance of contract by any insurer.

(d) **Insufficiency Of Funds**

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

(e) **Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation**

Any claim based upon:

1) Failure of any investment to perform;

2) Errors in providing information on past performance of investment vehicles; or

3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

(f) **Workers' Compensation And Similar Laws**

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

(g) **ERISA**

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

(h) Available Benefits

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

(i) Taxes, Fines Or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

(j) Employment-Related Practices

Any liability arising out of any:

- 1) Refusal to employ;
- 2) Termination of employment;
- 3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, acts or omissions; or
- 4) Consequential liability as a result of 1), 2) or 3) above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(3) Supplementary Payments

Section I - Supplementary Payments - Coverages A and B also apply to this Coverage, however 1.b. and 2. of the Supplementary Payments provision do not apply.

b. Who Is An Insured

As respects Employee Benefit Liability Coverage, Section II - Who Is An Insured is replaced by the following:

- (1) If you are designated in the Declarations as:

(a) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

(b) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds but only with respect to the conduct of your business.

(c) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

(d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

(e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

(2) Each of the following is also an insured:

(a) Each of your "employees" who is or was authorized to administer your "employee benefit program";

(b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed; or

(c) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

(3) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However, coverage under this provision:

- (a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
- (b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

c. Limits Of Insurance

As respects Employee Benefit Liability Coverage, **Section III - Limits Of Insurance** is replaced by the following:

- (1) The Limits of Insurance shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement and the rules below fix the most we will pay regardless of the number of:
 - (a) Insureds;
 - (b) Claims made or "suits" brought;
 - (c) Persons or organizations making claims or bringing "suits";
 - (d) Acts, errors or omissions; or
 - (e) Benefits included in your "employee benefit program".
- (2) The Aggregate Limit shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".
- (3) Subject to the limit described in (2) above, the Each Employee Limit shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this en-

dorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

- (a) An act, error or omission; or
- (b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions;

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program."

(4) Deductible Amount

- (a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the Deductible Amount shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.
- (b) The Deductible Amount shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.
- (c) The terms of this insurance, including those with respect to:
 - 1) Our right and duty to defend the insured against any "suits" seeking those damages; and

- 2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim;

apply irrespective of the application of the Deductible Amount.

- (d) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as we have paid.

d. Additional Conditions

As respects Employee Benefit Liability Coverage, **Section IV - Commercial General Liability Conditions** is amended as follows:

- (1) Item 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit is replaced by the following:

2. Duties In The Event Of An Act, Error, Omission, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:
 - (1) What the act, error or omission was and when it occurred; and
 - (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

- (2) Item 4. Other Insurance is replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Employee Benefit Liability Coverage, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when c. below applies. If this insurance

is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **b.** below.

b. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

c. No Coverage

This insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this Employee Benefit Liability Coverage.

e. Additional Definitions

As respects Employee Benefit Liability Coverage, **Section V - Definitions** is amended as follows:

(1) The following definitions are added:

1. "Administration" means:
 - a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or

scope of "employee benefit programs";

- b. Interpreting the "employee benefit programs";
- c. Handling records in connection with the "employee benefit programs"; or
- d. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include:

- a. Handling payroll deductions; or
 - b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.
2. "Cafeteria plans" means plans authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.
 3. "Employee benefit programs" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:
 - a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;

- b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;
 - c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and
 - d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.
4. "First effective date" means the date upon which coverage was first effected in a series of uninterrupted renewals of insurance coverage.
- (2) The following definitions are deleted in their entirety and replaced by the following:
- 5. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
 - 18. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;

- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or
 - c. An appeal of a civil proceeding.
2. **Unintentional Failure To Disclose Hazards**

Section IV - Commercial General Liability Conditions, 6. Representations is amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

3. **Damage To Premises Rented To You**

- a. The last paragraph of **2. Exclusions** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner, for which the amount we will pay is limited to the Damage To Premises Rented To You Limit as described in **Section III - Limits Of Insurance.**

- b. The insurance provided under **Section I - Coverage A - Bodily Injury And Property Damage Liability** applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

As respects Water Damage Legal Liability, as provided in Paragraph **3.b.** above:

The exclusions under **Section I - Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions,** other than **i.** War and the Nuclear Energy Liability Exclusion (Broad Form), are deleted and the following are added:

This insurance does not apply to:

- (a) "Property damage":

- (i) Assumed in any contract or agreement; or
- (ii) Caused by or resulting from any of the following:
 - 1) Wear and tear;
 - 2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
 - 3) Smog;
 - 4) Mechanical breakdown, including rupture or bursting caused by centrifugal force;
 - 5) Settling, cracking, shrinking or expansion;
 - 6) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals; or
 - 7) Presence, growth, proliferation, spread or any activity of fungus, including mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by fungi.
- (b) "Property damage" caused directly or indirectly by any of the following:
 - (i) Earthquake, volcanic eruption, landslide or any other earth movement;
 - (ii) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;
 - (iii) Water under the ground surface pressing on, or flowing or seeping through:
 - 1) Foundations, walls, floors or paved surfaces;
 - 2) Basements, whether paved or not; or
 - 3) Doors, windows or other openings.
- (c) "Property damage" caused by or resulting from water that leaks or flows from plumbing, heating, air

conditioning, fire protection systems, or other equipment, caused by or resulting from freezing, unless:

- (i) You did your best to maintain heat in the building or structure; or
 - (ii) You drained the equipment and shut off the water supply if the heat was not maintained.
- (d) "Property damage" to:
- (i) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or
 - (ii) The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

c. Limit Of Insurance

With respect to the insurance afforded in Paragraphs **3.a.** and **3.b.** above, the Damage To Premises Rented To You Limit as shown in the Declarations is amended as follows:

- (1) Paragraph **6.** of Section **III** - Limits Of Insurance is replaced by the following:
 - 6.** Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** - Bodily Injury And Property Damage Liability for damages because of "property damage" to any one premises:
 - a.** While rented to you, or temporarily occupied by you with permission of the owner;
 - b.** In the case of damage by fire, explosion, lightning, smoke or soot, while rented to you; or
 - c.** In the case of damage by water, while rented to and occupied by you.
- (2) The most we will pay is limited as described in Section **B.** Limits Of

Insurance, **3. Damage To Premises Rented To You** of this endorsement.

4. Supplementary Payments

Under **Section I - Supplementary Payments - Coverages A and B:**

- a. Paragraph **1.b.** is replaced by the following:

Up to the limit shown in **Section B. Limits Of Insurance, 4.a.** Bail Bonds of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- b. Paragraph **1.d.** is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the limit shown in **Section B. Limits Of Insurance, 4.b.** Loss Of Earnings of this endorsement per day because of time off from work.

5. Medical Payments

The Medical Expense Limit of Any One Person as shown in the Declarations is amended to the limit shown in **Section B. Limits Of Insurance, 5.** Medical Payments of this endorsement.

6. 180 Day Coverage For Newly Formed Or Acquired Organizations

Section II - Who Is An Insured is amended as follows:

Subparagraph **a.** of Paragraph **3.** is replaced by the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

7. Waiver Of Subrogation

Section IV - Commercial General Liability Conditions, 8. Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following:

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom

the insured has waived its right of recovery in a written contract, written agreement, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.

8. Automatic Additional Insured - Specified Relationships

- a. The following is added to **Section II - Who Is An Insured:**

(1) Any person(s) or organization(s) described in Paragraph **8.a.(2)** of this endorsement (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of a written contract, written agreement, written permit or written authorization.

(2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

(a) Managers Or Lessors Of Premises

The manager or lessor of a premises leased to you you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

(i) Any "occurrence" which takes place after you cease to be a tenant in that premises;

(ii) Structural alterations, new construction or demolition operations performed by or on be-

half of such additional insured.

(b) Lessor Of Leased Equipment

Any person(s) or organization(s) from whom you lease equipment you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance. Such person(s) or organization(s) are insureds only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends. However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

(c) Vendors

Any person or organization (referred to below as vendor) you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

- (i) The insurance afforded the vendor does not apply to:
 - 1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for

damages that the vendor would have in the absence of the contract or agreement;

- 2) Any express warranty unauthorized by you;
- 3) Any physical or chemical change in the product made intentionally by the vendor;
- 4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- 5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- 6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- 7) Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- 8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - a) The exceptions contained in Paragraphs (c)(i)4 or 6) of this endorsement; or
 - b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (ii) This insurance does not apply to any insured person or organization:
 - 1) From whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products; or
 - 2) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.
- (d) **State Or Governmental Agency Or Subdivision Or Political Subdivision -**

Permits Or Authorizations Relating To Premises

Any state or governmental agency or subdivision or political subdivision you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- (i) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
- (ii) The construction, erection or removal of elevators; or
- (iii) The ownership, maintenance or use of any elevators covered by this insurance.

(e) Mortgagee, Assignee Or Receiver

Any person or organization you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of the premises by you. However, this insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

(3) The insurance afforded to additional insureds described in Paragraph **8.a.(1)** of this endorsement:

- (a) Only applies to the extent permitted by law;
- (b) Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and
- (c) Does not apply to any person, organization, vendor, state, governmental agency or subdivision or political subdivision, specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part, provided such other provision or endorsement covers the injury or damage for which this insurance applies.

b. With respect to the insurance afforded to the additional insureds described in Paragraph **8.a.(1)** of this endorsement, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- (1) Required by the written contract, written agreement, written permit or written authorization described in Paragraph **8.a.(1)** of this endorsement. For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or
- (2) Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

c. **Section IV - Commercial General Liability Conditions** is amended to include the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

- (1) During the policy period; and
- (2) Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraph **8.a.(1)**.

d. **Section IV - Commercial General Liability Conditions** is amended as follows:

Condition **4**. Other Insurance is amended to include:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured per Paragraph **8.a.(1)** of this endorsement provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract, agreement, permit or authorization described in **8.a.(2)** of this endorsement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

9. Property Damage To Borrowed Equipment

a. The following is added to Exclusion **2.j**. Damage To Property under Section **I - Coverage A - Bodily Injury And Property Damage Liability**:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

- (1) The Limits of Insurance shown in the Declarations are replaced by the limits shown in Section **B**.

Limits Of Insurance, **9. Property Damage To Borrowed Equipment** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section **B. Limits Of Insurance, 9. Property Damage To Borrowed Equipment** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

- (a) Insureds;
- (b) Claims made or "suits" brought; or
- (c) Persons or organizations making claims or bringing "suits".

(2) Deductible Clause

- (a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount shown in Section **B. Limits Of Insurance, 9. Property Damage To Borrowed Equipment** of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.
- (b) Section **IV - Commercial General Liability Conditions, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**, applies to each claim or "suit" irrespective of the amount.
- (c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

10. Employees As Insureds - Specified Health Care Services And Good Samaritan Services

Paragraph **2.a.(1)(d)** under Section **II - Who Is An Insured** does not apply to:

- 1) Your "employees" who provide professional health care services on your behalf as a duly licensed nurse, emergency medical technician or paramedic in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place; or
- 2) Your "employees" or "volunteer workers", other than an employed or volunteer doctor, providing first aid or good samaritan services during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

11. Broadened Notice Of Occurrence

Paragraph **a.** of Condition **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** under Section **IV - Commercial General Liability Conditions** is replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This requirement applies only when the "occurrence" or offense is known to any insured listed under Paragraph **1.** of Section **II - Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or offense.

12. Nonowned Aircraft

The following is added to Exclusion **2.g. Aircraft, Auto Or Watercraft** under Section **I - Coverage A - Bodily Injury And Property Damage Liability**:

This exclusion does not apply to an aircraft you do not own, provided that:

- a. The pilot in command holds a current effective certificate, issued by a duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

- b. The aircraft is rented with a trained, paid crew; and
- c. The aircraft does not transport persons or cargo for a charge.

13. Bodily Injury Redefined

Section V - Definitions, 3. "Bodily injury" is replaced by the following:

- 3. "Bodily injury" means bodily harm or injury, sickness, disease, disability, humiliation, shock, fright, mental anguish or mental injury, including care, loss of services or death resulting from any of these at any time.

14. Expected Or Intended Injury Redefined

The last sentence of Exclusion **2.a. Expected Or Intended Injury** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

15. Former Employees As Insureds

The following is added to Paragraph **2.** under **Section II - Who Is An Insured:**

- 2. Each of the following is also an insured:

Any of your former "employees", directors, managers, members, partners or "executive officers", including but not limited to retired, disabled or those on leave of absence, but only for acts within the scope of their employment by you or for duties related to the conduct of your business.

16. Voluntary Property Damage Coverage

- a. **Section I - Coverages** is amended to include the following:

COVERAGE D - VOLUNTARY PROPERTY DAMAGE COVERAGE

(1) Insuring Agreement

- (a) We will pay the cost to repair or replace "property damage" to property of others arising out of operations incidental to your business when:

- 1) Damage is caused by you; or

- 2) Damage occurs while in your possession.

At your written request, we will make this payment regardless of whether you are at fault for the "property damage".

If you, at our request, replace, or make any repairs to, damaged property of others, the amount we will pay under Voluntary Property Damage Coverage will be determined by your actual cost to replace or repair the damaged property, excluding any profit or overhead.

Any payment we make under Voluntary Property Damage Coverage shall not be interpreted as an admission of liability by you or by us.

It shall be your duty, not our duty, to defend any claim or "suit" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered.

- (b) This insurance applies to "property damage" only if:

- 1) The "property damage" takes place in the "coverage territory"; and
- 2) The "property damage" occurs during the policy period.

(2) Exclusions

This insurance does not apply to "property damage" that would be excluded by Coverage **A - Bodily Injury And Property Damage Liability, 2. Exclusions**, except for **j. Damage To Property, Paragraphs (3), (4), (5) and (6), k. Damage To Your Product, and l. Damage To Your Work.**

(3) Definitions

For purposes of Voluntary Property Damage Coverage only, the following definitions under **Section V - Definitions** are replaced by the following:

13. "Occurrence" means an incident, including continuous or repeated exposure to substantially the same general harmful conditions that result in "property damage".

17. "Property damage" means physical injury to tangible property. Electronic data is not tangible property, and "property damage" does not include disappearance, abstraction or theft.

As used in this definition, electronic data means information, facts or programs, stored as or on, created or used on, transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

b. Care, Custody Or Control Liability Coverage

For purposes of the coverage provided by Care, Custody Or Control Liability Coverage in this endorsement only:

(1) Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability, **2**. Exclusions, **j**. Damage To Property, Paragraphs **(3)**, **(4)** and **(5)** do not apply to "property damage" to the property of others described therein.

(2) It shall be your duty, not our duty, to defend any claim or "suit" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered.

This Paragraph **(2)** supersedes any provision in the Coverage Part to the contrary.

(3) "Property damage" for which Care, Custody Or Control Liability Coverage provides coverage shall be deemed to be caused by an "occurrence" but shall not serve to limit or restrict the applicability of any exclusion for

"property damage" under this Coverage Part.

c. Limits Of Insurance And Deductibles

For purposes of the coverage provided by Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage, **Section III - Limits Of Insurance** is amended to include the following:

(1) The Limits of Insurance shown in the Declarations are replaced by the limits shown in Section **B**. Limits Of Insurance, **16**. Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage in this endorsement. These limits are inclusive of, and not in addition to, the limits being replaced. The Limits of Insurance shown in the Schedule fix the most we will pay regardless of the number of:

- (a) Insureds;
- (b) Claims made or "suits" brought; or
- (c) Persons or organizations making claims or bringing "suits".

(2) (a) Subject to **(3)** below, the Voluntary Property Damage Coverage Each Occurrence Limit Of Insurance is the most we will pay for the sum of damages under Voluntary Property Damage Coverage;

(b) The Care, Custody Or Control Liability Coverage Each Occurrence Limit Of Insurance is the most we will pay for the sum of damages under Care, Custody Or Control Liability Coverage;

because of all "property damage" arising out of any one "occurrence".

(3) The Voluntary Property Damage Coverage, Aggregate Limit Of Insurance is the most we will pay for the sum of all damages under Voluntary Property Damage Coverage. This limit applies separately to each "coverage term".

(4) Deductible Clause

- (a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount shown in Section **B. Limits Of Insurance, 16. Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage**. The limits of insurance will not be reduced by the application of such Deductible Amount.
- (b) Section **IV - Commercial General Liability Conditions, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**, applies to each claim or "suit" irrespective of the amount.
- (c) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken,

you shall promptly reimburse us for such part of the Deductible Amount as has been paid by us.

17. Broadened Contractual Liability - Work Within 50' Of Railroad Property

Section V - Definitions, 9. "Insured contract" is amended as follows:

- a. Paragraph **c.** is replaced by the following:
 - c. Any easement or license agreement;
- b. Paragraph **f.(1)** is deleted in its entirety.

18. Alienated Premises

Exclusion **2j. Damage To Property, Paragraph (2)** under Section **I - Coverage A - Bodily Injury And Property Damage Liability** does not apply if the premises are "your work".

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - Definitions.

SECTION I - COVERAGES

COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - (2) The "bodily injury" or "property damage" occurs during the policy period; and
 - (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;

- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone

else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored,

treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat,

smoke or fumes from a "hostile fire".

- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is

owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
 - (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or

expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **III** - Limits Of Insurance.

COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as

damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section **III** - Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages **A** and **B**.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

- a. **Knowing Violation Of Rights Of Another**
"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".
- b. **Material Published With Knowledge Of Falsity**
"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.
- c. **Material Published Prior To Policy Period**
"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods - Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a., b. and c.** of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or

expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

COVERAGE C - MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations;

provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by

physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

- 2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of

the insured and the interests of the indemnitee;

- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I - Coverage A - Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
 - a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
 - (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.
 - (2) "Property damage" to property:
 - (a) Owned, occupied or used by;
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
 - b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
 - c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred

before you acquired or formed the organization; and

- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

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

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage **C**;
 - b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage **B**.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage **A**; and
 - b. Medical expenses under Coverage **C**because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or

temporarily occupied by you with permission of the owner.

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;

- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

- (1) This insurance is excess over:
 - (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

- (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

- (iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

- (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability.

- (b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

- (2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

- (3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

- (b) The total of all deductible and self-insured amounts under all that other insurance.

- (4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow

this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this

Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
 - c. All other parts of the world if the injury or damage arises out of:

- (1) Goods or products made or sold by you in the territory described in Paragraph **a.** above;
- (2) The activities of a person whose home is in the territory described in Paragraph **a.** above, but is away for a short time on your business; or
- (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph **a.** above or in a settlement we agree to.

- 5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
- 7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
- 8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.
- 9. "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 you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" 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:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
 - (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.
- 10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
 - 11. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;

- (b) Road maintenance, but not construction or resurfacing; or
- (c) Street cleaning;

- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement"; or
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises

you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
 - (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

- (a) You;
- (b) Others trading under your name; or
- (c) A person or organization whose business or assets you have acquired; and

- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

- (2) The providing of or failure to provide warnings or instructions.
 - c. Does not include vending machines or other property rented to or located for the use of others but not sold.
- 22. "Your work":
 - a. Means:
 - (1) Work or operations performed by you or on your behalf; and

- (2) Materials, parts or equipment furnished in connection with such work or operations.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
 - (2) The providing of or failure to provide warnings or instructions.



< Business Lookup

License Information:

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Entity name: RIVER CITY GLASS, INC.
Business name: RIVER CITY GLASS, INC.
Entity type: [Profit Corporation](#)
UBI #: 601-534-975
Business ID: 001
Location ID: 0001
Location: Active
Location address: 6615 E MAIN AVE
 SPOKANE VALLEY WA 99212-0866
Mailing address: 6615 E MAIN AVE
 SPOKANE VALLEY WA 99212-0866
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
Asotin County General Business - Non-Resident				Active	Dec-31-2023	Jun-12-2023
Kennewick General Business - Non-Resident				Active	Aug-31-2024	Aug-07-2023
Moses Lake General Business - Non-Resident	BUS2015-10288			Active	Mar-31-2024	Sep-14-2015
Pasco General Business - Non-Resident	41322			Active	Aug-31-2024	Aug-25-2023
Pullman General Business - Non-Resident				Active	Mar-31-2024	Jul-20-2020
Quincy General Business - Non-Resident				Active	Aug-31-2024	Aug-21-2023
Spokane General Business - Non-Resident	T12024439BUS			Active	Mar-31-2024	Oct-15-2012
Spokane Valley General Business	01751			Active	Mar-31-2024	Mar-03-2004



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

Governing people

Title

CASHMAN, HARRY

CASHMAN, SHELLY

The Business Lookup information is updated nightly. Search date and time: 1/30/2024 10:20:51 AM

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Committee Agenda Sheet

Finance & Administration Committee

Committee Date	2/26/2024
Submitting Department	Purchasing & Contracts
Contact Name	Jason Nechanicky
Contact Email & Phone	jnechanicky@spokanecity.org 509-232-8841
Council Sponsor(s)	CM Cathcart, CP Wilkerson, CM Zappone
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	OPR 2020-0915 Updates
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>*use the Fiscal Impact box below for relevant financial information</p> <p>Our master contract for CDL training with L&T needs multiple updates. First L&T was purchased by Spokane CDL Schools and the contract needs to be reassigned. Second we need to adjust the terms to allow the contractor to cover minor incidental expenses on behalf of the student and then invoice the City accordingly. This adjustment improve the overall administrative burden for the City by reducing the number of independent payments. The final adjustment is to increase to overall contract award amount, more training was required than was estimated when the contract was awarded. We have outstanding invoices from 2023 that still need to be paid.</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>158,000</u></p> <p> Current year cost: 30,000 (for this contract)</p> <p> Subsequent year(s) cost: New RFP in process for balance of 2024 and future years.</p> <p>Narrative: <u>Contract was awarded through a competitive iRFP 5339-20, from which 3 companies submitted Bids.</u></p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Program revenue</p> <p>Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impacts (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> • What impacts would the proposal have on historically excluded communities? N/A, Commercial Drivers License training is required for a Commercial Drivers License which is required by various operational departments. • 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, students are trained and upon training test for their drivers license endorsement. 	

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

N/A CDL is required by State and Federal statutes.

- 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?

CDL endorsements are required by State and Federal statutes, training ensures compliance with endorsement requirements.

Council Subcommittee Review

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

Historically master contracts of this nature are not reviewed by subcommittee.

EXHIBIT B – PRICING FORM

TYPE OF CLASS/OPTION	DESCRIPTION OF VEHICLES COVERED	ENDORSEMENT TYPE/DESCRIPTION OF CLASS	COST PER PERSON PER CLASS, ENDORSEMENT OR OPTION AS DOLLAR AMOUNT
CLASS A	Training Equipment Options: Tractors- 3 axles, 2 axles, 10 speeds, 7 speeds, automatics. Trailers: 48 ft vans, 30ft vans, flatbeds, pintle hook flatbeds air brakes and or electric brakes.	Training Curriculum: 4 weeks 160 hour program or 5 weeks 200 hour program Classroom hours- 40 or 80 hours Observation hours- 70 Street Driving hours - 18 Backing hours - 16 Proficiency hours - 16 Hazardous hours -16	Class Tuition: \$3,400.00*
ENDORSEMENT OPTIONS FOR CLASS A		1: Tankers 2: doubles and triples 3: hazardous materials	hazardous material endorsement: \$286.00
CLASS B	Training Equipment: Straight flat bed trucks- 7 speed manuals, or automatics	Training Curriculum: 2 week program: 80 hours Classroom hours- 40 hours Observation hours- 10 Street Driving hours- 14 Backing- 8 Proficiency- 8 Hazardous-16	Class Tuition: \$2,400.00*
ENDORSEMENT OPTIONS FOR CLASS B		1: tankers 2: hazardous materials	hazardous material endorsement: \$286.00

TYPE OF CLASS/OPTION	DESCRIPTION OF VEHICLES COVERED	ENDORSEMENT TYPE/DESCRIPTION OF CLASS	COST PER PERSON PER CLASS, ENDORSEMENT OR OPTION AS DOLLAR AMOUNT
UPGRADE FROM CLASS B TO CLASS A	automatic transmission tractor- 5th wheel or pintle hook flatbed trailer or van trailer	2 weeks 80 hours program: 16 hour classroom the remaining hours are behind wheel time.	Class Tuition: \$2,400*
UPGRADE FROM CLASS B TO CLASS A	manual transmission tractor, 5th wheel trailer van or flatbed	3 weeks 120 hours program: Street Driving Hours-18 Observation Hours-30 Backing- 16 Proficiency-16 Hazardous-16	Class Tuition: \$2,400.00*
ENDORSEMENT OPTIONS FOR UPGRADE FROM CLASS B TO CLASS A		1: tankers 2:doubles and triples 3: hazardous materials	hazardous material endorsement: \$286.00
CLASS C	Equipment: automatic passenger van	36 hour program- passenger and hazardous material endorsement. Classroom- 40 Street driving- 14 Backing-8 Observation-10 Proficiency-8 Hazardous-16	Class Tuition: \$1600.00*
ENDORSEMENT OPTIONS FOR CLASS C		1: passengers, Hazardous material Endorsement	Included in Class Tuition cost

Firm to accompany City employee to DOL test facility			Included at no charge with Class Tuition
Firm to provide mini-awareness training on the equipment the employee will operate during testing and after obtaining CDL License.		After class on hourly rate basis:	Included in Class Tuition –no charge If after Class is completed –hourly rate of: \$60.00
Firm to evaluate driver proficiency after an accident involving City equipment and offer a 4 hour refresher course to include classroom instruction and driving skills enhancement.		On hourly rate basis	hourly rate of: \$60.00
Firm to provide an option for remedial training, at an hourly rate, to trainees who have completed the curriculum but fail to acquire a CDL after testing.		Yes this can be an additional training course consisting from 5 to 10 hours.	HOURLY RATE: \$60.00 per hour
Option to use City Equipment at no charge or flat fee			FLAT FEE IF APPLICABLE: No Charge
Firm to provide physical and drug test if requested			\$135.00
<p>*Tuition fees do not include third-party supplemental expenses related to Commercial Driver License. City is responsible for these fees. These can include (but not limited to): Commercial learners permit & written test (\$75.00), Driving abstract (record) (\$13.00), DOT Physical & Drug Screening (Varies), Entry Level Driver Training Class fee(s) (\$25.00), Skills drive test (\$250.00), and Commercial driver License (\$102.00 plus endorsements).</p> <p>Prices for these third-party fees may be subject to change during the term of this contract.</p>			



City of Spokane

CONTRACT AMENDMENT

Title: Master Contract
CDL Training Services

THIS CONTRACT AMENDMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as ("City"), and SPOKANE CDL SCHOOL, LLC, whose address is 3009 S Geiger Blvd, Spokane, WA 99224, as ("Company"). Individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Company agreed to PROVIDE COMMERCIAL DRIVER LICENSE TRAINING SERVICES TO THE CITY OF SPOKANE; and

WHEREAS, the City needs to add funds and file an updated rate sheet;

-- Now, Therefore, the parties agree as follows:

1. **DOCUMENTS.** The original Contract dated December 9 and 11, 2020, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. **EFFECTIVE DATE.** This Contract Amendment shall become effective June 23, 2023.

3. **AMENDMENT.** Section 3. Compensation/Payment of the contract documents is amended to read as follows:

~~a. Fees for class including Skills Drive Test: \$250.00, Written Test and Permit: \$75.00, and Driving Abstract: \$13.00 are the financial responsibility of the employee taking the class until the employee obtains the applicable commercial driver's license. The City may choose to pay the fees to the Firm directly and be reimbursed by the employee or have the employee pay the fees directly to the Firm."~~

Third-party Fees for class including Skills Drive Test, Written Test and Permit, Entry Level Driver Training (ELDT) Course fee, and Driving Abstract. The City may choose to pay the fees to the Firm directly, alternatively the Company may pay the fees to the third-party Firm on behalf of the City and invoice the City accordingly."

4. **COMPENSATION.** The City shall pay Company a maximum amount not to exceed THIRTY THOUSAND AND NO/100 DOLLARS, (\$30,000.00), and applicable tax, for everything furnished and done under this Contract Amendment.



License Information:

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

Entity name: SPOKANE CDL SCHOOL, LLC

Business name: SPOKANE CDL SCHOOL, LLC

Entity type: [Limited Liability Company](#)

UBI #: 605-205-228

Business ID: 001

Location ID: 0001

Location: Active

Location address: 3009 S GEIGER BLVD
SPOKANE WA 99224-9327

Mailing address: 3009 S GEIGER BLVD
SPOKANE WA 99224-9327

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
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Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Spokane General Business - Non-Resident				Active	Jun-30-2024	Jun-23-2023

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

Governing people

Title

OBEREMOK, ROMAN

The Business Lookup information is updated nightly. Search date and time: 8/23/2023 9:54:09 AM

Contact us

How are we doing?

Take our survey!

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Check if your browser is supported





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/28/2023

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

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

PRODUCER AssuredPartners of WA 2801 Commercial Ave, Suite 1 Anacortes WA 98221	CONTACT NAME: PHONE (A/C. No. Ext): 360-293-2135		FAX (A/C. No): 360-293-2385
	E-MAIL ADDRESS: CERTS.ANACORTES@ASSUREDPARTNERS.COM		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A: Western National Assurance			24465
INSURED SPOKANE CDL SCHOOL 2919 S GEIGER BLVD SPOKANE WA 99224	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 2123413921

REVISION NUMBER:

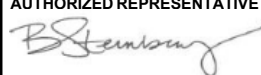
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPP1318009	8/28/2023	8/28/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CPP1318091	8/28/2023	8/28/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			CPP1318009	8/28/2023	8/28/2024	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER	STOP GAP
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	PHYSICAL DAMAGE			CPP1318091	8/28/2023	8/28/2024	\$1,000 DED	COMP & COLL

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

CITY OF SPOKANE IS ADDITIONAL INSURED ON THE GENERAL LIABILITY AND AUTO LIABILITY PER THE BLANKET ADDITIONAL INSURED ENDORSEMENTS AS ATTACHED.

CERTIFICATE HOLDER**CANCELLATION**

CITY OF SPOKANE 909 E SPRAGUE AVE SPOKANE WA 99201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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BUSINESS AUTO ENHANCEMENT ENDORSEMENT

The Business Auto Enhancement Endorsement is an optional endorsement that provides coverage enhancements. The following is a summary of broadened coverages provided by this endorsement. No coverage is provided by this summary, refer to following endorsement for changes in your policy.

SUMMARY OF COVERAGES	PAGE
Accidental Airbag Deployment Coverage	4
Auto Loan/Lease Gap Coverage	4
Blanket Additional Insured	2
Blanket Waiver of Subrogation	5
Broadened Definition of Insured includes:	
• Newly Acquired Organizations for up to 180 Days	2
• Employees as Insureds	2
• Subsidiaries in Which You Own 50% or More	2
Deductible Waiver for Glass Repair	3
Employee Hired Auto	2, 5
Fellow Employee Coverage	3
Hired Auto Physical Damage Coverage	4
Knowledge of Accident, Claim, Suit or Loss	5
Loss Of Use Expenses - Amended	3
Personal Effects	3
Rental Reimbursement Coverage	4
Supplementary Payments - Amended:	
• Bail Bonds up to \$5,000	2
• Loss of Earnings up to \$500/Day	2
Transportation Expense Limits – Amended	3
Unintentional Failure to Disclose Hazards	5

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**BUSINESS AUTO ENHANCEMENT ENDORSEMENT**

This endorsement modifies the insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement. The SECTIONS of the Business Auto Coverage Form identified in this endorsement will be amended as shown below.

SECTION II – COVERED AUTOS LIABILITY COVERAGE AMENDMENTS**A. Who Is An Insured**

SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured is amended to add:

- d. Any legally incorporated subsidiary of yours in which you own more than 50% of the voting stock on the effective date of this coverage form. However, “insured” does not include any subsidiary of yours that is an “insured” under any other automobile liability policy, or would be an “insured” under such policy but for termination of such policy or the exhaustion on such policy’s limits of insurance.
- e. Any organization which is newly acquired or formed by you and over which you maintain majority ownership. However, coverage under this provision:
 - (1) is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first;
 - (2) does not apply to “bodily injury” or “property damage” that results from an “accident” that occurred before you formed or acquired the organization;
 - (3) does not apply to any newly acquired or formed organization that is a joint venture or partnership; and
 - (4) does not apply to an “insured” under any other automobile liability policy, or would be an “insured” under such a policy but for termination of such policy or the exhaustion of such policy’s limits of insurance.
- f. Any “employee” of yours is an “insured” while using a covered “auto” you don’t own, hire or borrow in your business or your personal affairs.

- g. Any “employee” of yours is an “insured” while operating a covered “auto” hired or rented under a contract or agreement in the “employee’s” name, with your permission, while performing duties related to the conduct of your business.

B. Blanket Additional Insured

SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, paragraph c. is amended to add the following:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the “bodily injury” or “property damage” occurs and that is in effect during the policy period, to be named as an additional insured is an “insured” for Liability Coverage, but only for damages to which this insurance applies and only to the extent that persons or organization qualifies as an “insured” under the Who Is An Insured provision contained in Section II.

C. Liability Coverage Extensions – Supplementary Payments

SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is amended by replacing subparagraphs (2) and (4) with the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an “accident” we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the “insured” at our request, including actual loss of earnings up to \$500 a day because of time off from work.

D. Fellow Employee Coverage

SECTION II – COVERED AUTOS LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee, the following is added:

Co-Employee Reimbursement	Lawsuit	Defense	Cost
----------------------------------	----------------	----------------	-------------

If a suit seeking damages for “bodily injury” to any fellow “employee” of the “insured” arising out of and in the course of the fellow “employee’s” employment or while performing duties related to the conduct of your business, or a suit seeking damages brought by the spouse, child, parent, brother or sister of that fellow “employee”, is brought against you, we will reimburse reasonable costs that you incur in the defense of such matters. Any reimbursement made pursuant to this sub-section will be in addition to the limits of liability set forth in the Declarations.

SECTION III – PHYSICAL DAMAGE COVERAGE AMENDMENTS

A. Transportation Expense – Limits Amended

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses is amended by replacing \$20 per day/\$600 maximum limit with \$50 per day/\$1000 maximum.

B. Hired Auto Physical Damage – Loss Of Use Expenses – Limits Amended

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, b. Loss of Use Expenses is amended by replacing the \$20 per day/\$600 maximum limit with \$50 per day/\$750 maximum limit.

C. Personal Effects Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by adding the following:

c. Personal Effects

We will pay up to \$500 for “loss” to personal effects, which are:

- (1) Owned by an “insured”; and
- (2) In or on your covered “auto.”

This coverage applies only in the event of the total theft of your covered “auto.” No deductible applies to this coverage

D. Glass Repair – Deductible Waiver

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles, is amended by adding the following:

No deductible will apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

E. Hired Auto Physical Damage

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage is amended by adding the following:

5. Hired Auto Physical Damage

If hired “autos” are covered “autos” for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this coverage form for any “auto” you own, then the Physical Damage Coverages provided are extended to “autos” you hire of like kind and use, subject to the following:

- a. The most we will pay for any one “loss” is \$50,000 or the actual cash value or cost to repair or replace, whichever is less, minus a deductible;
- b. The deductible will be equal to the largest deductible applicable to any owned “auto” for that coverage. Any Comprehensive deductible does not apply to “loss” caused by fire or lightning;
- c. Hired Auto Physical Damage coverage is excess over any other collectible insurance; and
- d. Subject to the above limit, deductible and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered “auto” you own.

If a limit for Hired Auto Physical Damage is indicated in the Declarations, then that limit replaces, and is not added to, the \$50,000 limit indicated above.

F. Rental Reimbursement

SECTION III – PHYSICAL DAMAGE COVERAGE

A. Coverage, is amended by adding the following:

6. Rental Reimbursement

This coverage applies only to a covered “auto” of the private passenger or light truck type as follows:

- a. We will pay for rental reimbursement expenses incurred by you for the rental of a private passenger or light truck type “auto” because of “loss” to a covered private passenger or light truck type “auto”. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered private passenger or light truck type “auto.” No deductibles apply to this coverage.
- b. We will pay only for those expenses incurred during the policy period beginning 24 hours after the “loss” and ending, regardless of the policy’s expiration, with the lesser of the following number of days:
 - (1) The number of days reasonably required to repair or replace the covered private passenger or light truck type “auto”. If “loss” is caused by theft, this number of days is added to the number of days it takes to locate the covered private passenger or light truck type “auto” and return it to you; or
 - (2) 30 days.
- c. Our payment is limited to the lesser of the following amounts:
 - (1) Necessary and actual expenses incurred, or
 - (2) \$50 per day, up to a maximum of \$1,000.
- d. This coverage does not apply while there are spare or reserve private passenger or light truck type “autos” available to you for your operations.
- e. If “loss” results from the total theft of a covered “auto” of the private passenger or light truck type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions.**

For the purposes of this Rental Reimbursement coverage, light truck is defined as a truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as the maximum loaded weight the auto is designed to carry.

G. Accidental Airbag Deployment Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE,

A. Coverage is amended by adding the following:

7. Accidental Airbag Deployment Coverage

We will pay to reset or replace factory installed airbag(s) in any covered “auto” for accidental discharge, other than discharge due to a collision loss.

This coverage is applicable only if comprehensive coverage applies to the covered “auto”.

This coverage is excess over any other collectible insurance or reimbursement by manufacturer’s warranty.

H. Auto Loan/Lease Gap Coverage

SECTION III PHYSICAL DAMAGE COVERAGE, Item A., Coverage, is amended by adding the following:

8. Auto Loan/Lease Gap Coverage

This coverage applies only to a covered “auto” described or designated in the Schedule or in the Declarations as including physical damage coverage.

In the event of a covered total “loss” to a covered “auto” described or designated in the Schedule or in the Declarations, we will pay any unpaid amount due on the lease or loan for a covered “auto” less:

- a. The amount paid under the Physical Damage Coverage Section on the policy; and
- b. Any:
 - (1) Overdue lease/loan payments at the time of the “loss”;
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous loans or leases.

SECTION IV – BUSINESS AUTO CONDITIONS AMENDMENTS

A. Duties In The Event Of Accident, Claim, Suit Or Loss Amended

SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss, a. is amended by adding the following:

This condition applies only when the “accident” or “loss” is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An executive officer or insurance manager, if you are a corporation; or
- (4) A member or manager, if you are a limited liability company.

But, this section does not amend the provisions relating to notification of police, protection or examination of the property which was subject to the “loss”.

B. Blanket Waiver of Subrogation

Section IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us, is amended by adding the following exception:

However, we waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any “accident” or “loss”, provided that the “accident” or “loss” arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

C. Unintentional Failure to Disclose Hazards

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation Or Fraud, is amended by adding the following paragraph:

If you unintentionally fail to disclose any hazards existing at the inception date of the policy, or during the policy period in connection with any additional hazards, we will not deny coverage under this Coverage Part because of such failure.

D. Employee Hired Auto

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, paragraph **b.** is deleted and replaced by the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be a covered “autos” you own:

- (1) Any covered “auto” you lease, hire, rent or borrow.
- (2) Any covered “auto” hired or rented by your “employee” under a contract in that individual “employee’s” name, with your permission, while performing duties related to the conduct of your business.

However, any “auto” that is leased, hired, rented or borrowed with a driver is not a covered “auto”.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY SPECIALTY SOLUTIONS ENHANCEMENT

This endorsement modified insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM (CG 00 01)

SUMMARY OF COVERAGES

Description	Limit Of Insurance
Abduction	\$50,000 per Abduction/\$50,000 Aggregate/\$1,000 deductible
Additional Insured – Broad Form Vendors	Included
Additional Insured – Lessor Of Leased Equipment	Included
Additional Insured – Managers Or Lessors Of Premises	Included
Additional Insured – State Or Political Subdivisions – Permits	Included
Additional Insureds By Written Contract	Included
Broad Form Property Damage	\$25,000 Per Occurrence
Broad Knowledge/Notice Of Occurrence	Included
Damage To Premises Rented To You	\$300,000 Any One Premises
Designated Location(s) – General Aggregate Limit	Included
Employee Bodily Injury To A Co-Employee	Included
Insured Contract Amended	Included
Medical And Dental Payments	\$10,000 Medical Expense Limit
Mobile Equipment	Included
Non-Owned Watercraft	51 Feet
Occupational License Review Expense	\$2,500 Per Review/\$5,000 Aggregate
Property Damage Liability – Borrowed Equipment	\$25,000 Occurrence/\$50,000 Aggregate
Property Damage Liability – Elevator And Sidetrack Agreement	Included
Supplementary Payments Increased Limits	
Bail Bonds	\$2,500
Loss Of Earnings Per Day	\$1,000
Unintentional Failure To Disclose Hazards	Included
Waiver Of Transfer Of Rights Of Recovery Against Others To Us	Included

The terms and conditions of this policy are amended as indicated below:

I. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE, Exclusion **2.g.(2)** is revised as follows:

This exclusion does not apply to:

(2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your expressed or implied consent, either uses or is responsible for the use of the watercraft.

This provision does not apply if the insured has any other insurance for “bodily injury” or “property damage” liability that would also be covered under this provision, whether the other insurance is primary, excess, contingent or on any other basis. In that case, this provision does not provide any insurance.

II. Damage To Premises Rented To You

Under **SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE**, the last paragraph of **2.** is deleted and replaced with the following:

Exclusions **c.** through **n.** do not apply to “Property Damage” to the premises while rented to you or temporarily occupied by you with permission of the owner. A separate Damage To Premises Rented To You Limit of Insurance applies to this coverage which is the greater of:

- 1. The Damage To Premises Rented To You Limit for Each Occurrence shown in the Declarations; or
- 2. \$300,000

Under **Section III – LIMITS OF INSURANCE**, paragraph **6.** does not apply.

III. Supplementary Payments

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A & B, are revised as follows:

- 1. In paragraph **2.**, the limit of \$250 for bail bonds is increased to \$2,500.
- 2. In paragraph **4.**, the limit of \$250 for daily loss of earnings is increased to \$1,000.

IV. Medical And Dental Payments

Under **SECTION I – COVERAGES, COVERAGE C. MEDICAL PAYMENTS**, if **COVERAGE C. MEDICAL PAYMENTS**, is not otherwise excluded from this Coverage Part:

- 1. The Medical Payments Limit is changed to the greater of:
 - a. \$10,000; or
 - b. The Medical Expenses Limit shown in the Declarations of this Coverage Part.
- 2. The provision, in **C.1.a.(2)** that the expenses must be incurred and reported to us within one year of the date of the accident, is increased to three years.

V. Broad Form Property Damage

Under **SECTION I – COVERAGE A**, Exclusion **2.j.** is amended as follows:

- 1. Paragraph **(3)** does not apply.
- 2. Paragraphs **(4)** and **(6)** do not apply to customer’s property at your described premises.

We do not cover any property:

- 1. Subject to motor vehicle registration; or
- 2. While being used to perform construction operations.

Our limit for any one “occurrence” under this coverage provision is \$25,000.

The insurance afforded by reason of this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured, and **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS 4.** Other Insurance is changed accordingly.

VI. Occupational License Review Expense

The following is added under **SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

1. Insuring Agreement

Subject to the per review and annual aggregate limits of insurance stated in this endorsement, we agree to pay the “insured” for reasonable and necessary covered expenses, as listed below, incurred and paid by the “insured” as a direct result of a “occupational license review”, conducted by a governmental bureau, board, commission or department, occurring during the policy period and in the “coverage territory”.

a. Covered Expenses include:

- (1) Fees and expenses of any licensed independent investigative services or legal counsel, hired by the “insured” for the purpose of assisting or representing the “insured” at the “occupational license review”; and
- (2) Costs of travel, accommodations, and meals incurred by the “insured” in order to appear before the governmental bureau, board, commission or department.

b. Exclusions

This coverage will not pay for:

- (1) Hearing fees; or
- (2) Fines, judgments, lawsuits, or settlement amounts as the result of or in conjunction with the “occupational license review”; or
- (3) Expense(s) directly or indirectly caused or resulting from the fraudulent, dishonest, or criminal acts of the “insured”, any director or officer of the “insured”, or agents thereof, whether acting alone or in collusion with others; or
- (4) Lost salary or wages claimed by or for any “insured” while preparing for or attending the “occupational license review”.

2. For the purposes of the coverage provided by this provision, **SECTION III – LIMITS OF INSURANCE** is amended as follows:

With respect to this endorsement only, the following apply:

- a. The per review limit of insurance shown in this endorsement is the most we will pay per review, regardless of the number of “insureds” reviewed or subject to the “occupational license review”.
- b. The annual aggregate limit of insurance shown in this endorsement is the most we will pay for all covered expenses for each policy period.
- c. In the event that the “occupational license review” continues over more than one policy period, the expenses shall be limited to the annual aggregate applicable to the policy period when the license review began.
- d. In no event will any expense claimed for an “occupational license review” be recoverable as expense for another “occupational license review”.
- e. The limits of insurance stated in this endorsement are not part of and are in addition to, the Liability Limits of Insurance shown in the Declarations for this policy.

3. For the purposes of the coverage provided by this provision, the following are added under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- a. In the event of a “occupational license review” during the policy period, the “insured” will:
 - (1) Make every reasonable effort to give us immediate written notice and timely updates concurrent with activity regarding the “occupational license review”;
 - (2) Provide us with the official report of the “occupational license review”; and
 - (3) Provide us with documentation, including receipts, for expenses claimed under this coverage.
- b. The insurance under this endorsement will be excess over any other valid insurance or bond.

4. For the purposes of the coverage provided by this provision, the following are added under **SECTION V – DEFINITIONS**:
- a. “Insured” as used in this endorsement means an employee of the Named Insured shown in the Declarations, but does not include leased or temporary workers or volunteers. “Insured” does not include the Named Insured, unless the Named Insured is an individual person operating as a sole proprietorship, or any other business, whether corporation, partnership, limited liability company or other organization. “Insured” only includes natural persons.
 - b. “Occupational license review” means a formal or informal proceeding conducted by a governmental bureau, board, commission or department charged with regulating the “insured’s” occupational license and involving the review, modification, denial, suspension, or nonrenewal of the “insured’s” occupational license or involving disciplinary action against the “insured”, including proceedings to impose a forfeiture or penalty; but “occupational license review” does not include a proceeding concerning any criminal or civil charge brought against the “insured”.

VII. Abduction

The following is added under **SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

1. Insuring Agreement

Subject to the limits, aggregate and deductible as stated in this endorsement, we agree to pay the insured for reasonable and necessary Covered Expenses, as listed below, incurred and paid by the insured or “Guardian(s)” as a direct result of an “abduction” occurring during the policy period and in the “coverage Territory”, provided that such “abduction” is otherwise the subject of this endorsement hereunder. Payment of such Covered Expenses may continue until the earliest of the following unless otherwise stated:

- a. Up to fourteen (14) days after the recovery of the “Covered Individual(s)”; or
- b. Discovery of the death of the “Covered Individual(s)”; or
- c. Twelve (12) months after the date of the “abduction”.

Covered Expenses include the following incurred expenses:

- a. Fees and expenses of any independent investigative services, provided that we have given prior consent to the use of such independent investigative services; and
- b. Reward to an “Informant” for information leading to the recovery of the “Covered Individual(s)” and the arrest and conviction of the party(ies) responsible for the “abduction”; and
- c. Fees and expenses of independent forensic analysts engaged by the insured or “Guardian(s)” with prior authorization from us; and
- d. Fees and expenses of public relations consultants to assist in the location of the “Covered Individual(s)”; and
- e. Publicity costs incurred solely and directly to assist in the resolution of an “abduction”; and
- f. Costs of travel and accommodations incurred by the insured or “Guardian(s)” while attempting to resolve an “abduction”; and
- g. Rest and rehabilitation expenses including travel, lodging and meals of the “Covered Individual(s)” and “Guardian(s)” incurred by the “Guardian(s)” and paid by the insured following resolution of the loss covered hereunder. The total amount under this provision shall not exceed \$10,000 for any single loss; and
- h. Lost salary of “Guardian(s)”, which is the amount of compensation paid at an annual rate including the average bonuses and commissions, that the “Guardian(s)” would normally have earned; and
- i. Fees for psychological or psychiatric counseling for the benefit of “Guardian(s)”, or siblings of the “Covered Individual(s)” beginning on the date of recovery of the “Covered Individual(s)”, until the earliest of the following:
 - (1) Up to three (3) months after the recovery or discovery of the death of the “Covered Individual(s)”; or
 - (2) Twelve (12) months after the date of the “abduction”; and

- j. Fees for psychological or psychiatric counseling for the benefit of “Covered Individual(s)” beginning on the date of recovery of the “Covered Individual(s)” and continuing up to twelve (12) months thereafter; and
- k. Medical services and hospitalization costs incurred for the “Covered Individual(s)” as a result of the “abduction” beginning on the date of recovery of the “Covered Individual(s)” and continuing up to twelve (12) months thereafter; and
- l. Funeral and burial expenses of “Covered Individual(s)” resulting from an “abduction”.

2. Exclusions

We will not pay any expense(s) directly or indirectly caused or resulting from:

- a. The fraudulent, dishonest, or criminal acts of any “Insured”, any director or officer of the “Insured”, parents or “Guardian(s)” or agents thereof, whether acting alone or in collusion with others; or
- b. Any legal liability or costs of defense for administrative, regulatory, judicial or other claims hearings or lawsuits arising out of the “abduction”; or
- c. Payment of any “ransom” or demand for money.

For the purposes of the abduction coverage provided by this provision, **SECTION III – LIMITS OF INSURANCE** is amended as follows:

- 1. The Limits of Insurance shown on this Endorsement and the rules below fix the most that we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or “suits” brought; or
 - c. Persons or organizations making claims or bring “suits”.
- 2. The Aggregate Limit shown on this Endorsement is the most we will pay for all Covered Expenses for each policy period.

All expenses arising from an act or series of related acts involving one or more persons or an act error or event or a series of related acts, errors or events shall be treated as arising out of one “abduction”. However we will not pay for any loss resulting from an “abduction” which is part of a series of related acts that began prior to the effective date of this insurance.
- 3. In no event will any expense claimed, incurred or paid under one “abduction” be recoverable under another “abduction”.
- 4. The “abduction” limit is included as part of the Limits of Insurance under the Liability and Medical Expenses Aggregate Limit.
- 5. We will not pay for loss in any one “abduction” until the amount of loss exceeds the deductible shown on this Endorsement. We will then pay the amount of loss in excess of the deductible up to the applicable Limit of Insurance as shown in this Endorsement. The deductible will not reduce the Limit of Insurance.

For the purposes of the abduction coverage provided by this provision, the following are added under **SECTION IV-COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- 1. In the event of an “abduction” during the Policy Period, the “Insured” will make every reasonable effort to:
 - (a) Determine that the “abduction” has actually occurred prior to incurring costs; and
 - (b) Give immediate oral and written notice to us with periodic and timely updates concurrent with activity occurring during the incident; and
 - (c) Immediately notify local, national or other appropriate law enforcement agency having jurisdiction over the matter.
- 2. **Confidentiality**

The “Insured” will use all reasonable efforts not to disclose the existence of this Endorsement.
- 3. **Other Insurance**

The insurance under this Endorsement will be excess over any other valid insurance.

4. Cooperation

You must cooperate with us in all matters pertaining to this insurance as stated in its terms and conditions.

5. Due Diligence

You and every insured or “guardian” must exercise due diligence in doing all things reasonably practicable to avoid or diminish any loss covered under this insurance.

For the purposes of the abduction coverage provided by this provision, the following are added under **SECTION V – DEFINITIONS:**

1. “Abduction” means the wrongful and illegal seizure of a “Covered Individual(s)”, by someone other than a “Guardian(s)” or an agent thereof, from the “premises” of the insured or on any other premises while such “Covered Individual(s)” are under the control of the insured occurring during the policy period. “Abduction” as used in this endorsement does not include the actions of any official acting within their lawful authority.
2. “Covered Individual(s)” means individual(s) under the care, custody and control of the insured.
3. “Informant” means any person, other than a “Covered Individual”, providing information not otherwise obtainable solely in return for a reward offered by the insured.
4. “Guardian(s)” means the natural and legal Parent(s) or legal and appointed Guardian, step-Parent(s) or foster Parent(s) of a “Covered Individual(s)” regardless of who has legal custody.
5. “Premises” means any place the insured conducts business.
6. “Ransom” means a consideration paid or demanded for the release of a “Covered Individual(s)” from captivity.

VIII. Property Damage Liability – Elevators And Sidetrack Agreements

The following is added under **SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

1. Exclusions j. (3), (4) and (6) do not apply to the use of elevators.
2. Exclusion k. does not apply to:
 - a. The use of elevators; or
 - b. Liability assumed under a sidetrack agreement.

The insurance afforded by reason of this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured, and **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS 4. Other Insurance** is changed accordingly.

IX. Designated Location(s)-General Aggregate Limit

The following is added under **SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

1. For all sums which the insured becomes legally obligated to pay as damages caused by “occurrences” under **COVERAGE A** (Section I), and for all medical expenses caused by accidents under **COVERAGE C** (Section I), which can be attributed only to operations at a single designated “location” shown in the Declarations:
 - a. A separate Designated Location General Aggregate Limit applies to each designated “location”, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - b. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of “bodily injury” or property damage” included in the “products-completed operations hazard”, and for medical expenses under **COVERAGE C** regardless of the number of:
 - (1) Insureds;
 - (2) Claims made or “suits” brought; or
 - (3) Persons or organizations making claims or bringing “suits”.

- c. Any payments made under **COVERAGE A**, for damages or under **COVERAGE C** for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" also shown in the Declarations.
 - d. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.
2. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A** (Section I), and for all medical expenses caused by accidents under **COVERAGE C** (Section I), which cannot be attributed only to operations at a single designated "location" shown in the Declarations:
 - a. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 - b. Such payments shall not reduce any Designated Location Aggregate Limit.
 3. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.
 4. The following is added under **SECTION V – DEFINITIONS**
 "Location" means 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.
 5. The provisions of **LIMITS OF INSURANCE** (SECTION III) not otherwise modified by this coverage shall continue to apply as stipulated.

X. Property Damage Liability – Borrowed Equipment

The following is added to Exclusion j. under **Coverage A**. (Section I):

Paragraph (4) of this exclusion does not apply to equipment which you borrow unless the "property damage" occurs while such equipment is being used by an insured at a job site.

Subject to all of the terms of **SECTION III – LIMITS OF INSURANCE**, the maximum limit in any one occurrence is \$25,000 and an annual aggregate of \$50,000.

This insurance afforded by reason of this provision is excess over any valid and collectible property insurance (including any deductible) available to you, and **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS 4**. Other Insurance is changed accordingly.

XI. Additional Insureds By Written Contract

A. SECTION II – WHO IS AN INSURED is amended to include as an additional insured any person or organization that you are required to add as an additional insured to this policy by a written contract or written agreement that is:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the "bodily injury", "property damage", "personal and advertising injury".

B. The insurance provided to the additional insured applies as follows:

1. That person or organization is only an additional insured with respect to liability caused by your negligent acts or omissions at or from:
 - (a) Premises you own, rent, lease, or occupy or
 - (b) Your ongoing operations performed for the additional insured at the job indicated by written contract or agreement.
2. The limits of insurance applicable to the additional insured are those specified in the written contract or agreement or in the Declarations of this policy whichever is less. These limits of insurance are inclusive of and not in addition to the limits shown in the Declarations.

C. With respect to the insurance afforded these additional insureds, the following additional insured exclusion applies:

1. If the additional insured is an architect, engineer, or surveyor, this insurance does not apply to "bodily injury", "property damage", "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
 - (a) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings, designs or specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.
2. The insurance afforded the additional insured does not apply to:
 - (a) "Bodily injury" or "property damage" occurring after:
 - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on the behalf of the additional insured(s) at the site of the covered operations has been completed; or
 - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than the contractor or subcontractor engaged in performing operations for a principal as part of the same project.

XII. Additional Insured – State or Political Subdivisions – Permits

The following is added to **SECTION II – WHO IS AN INSURED**:

1. Any state or political subdivision which has issued a permit to you, subject to the following provisions:
 - a. This insurance applies only with respect to operations performed by you or on your behalf for which the state, governmental agency or political subdivision has issued a permit or authorization.
 - b. This insurance does not apply to:
 - (1) "Bodily injury", "property damage", "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

XIII. Additional Insured – Managers Or Lessors of Premises

The following is added to **SECTION II - WHO IS AN INSURED**:

1. Any manager or lessor of premises shown in the Declarations is also an insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations and subject to the following additional exclusions:

The following exclusions are added:

1. This insurance does not apply to:
 - a. Any "occurrence" which takes place after you cease to be a tenant in that premises.
 - b. Structural alterations, new construction or demolition operations performed by or on behalf of any manager or lessor of premises shown in the Declarations.

XIV. Additional Insured – Lessor of Leased Equipment

The following is added to **SECTION II - WHO IS AN INSURED**:

1. The person(s) or organization(s) who leases equipment to you for use in your business is also an insured, but only with respect to liability for "bodily injury", "property damage", "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

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

XV. Additional Insured – Broad Form Vendors

The following is added to **SECTION II - WHO IS AN INSURED**:

1. Any person(s) or organization(s) (referred to below as vendor) with whom you agreed, because of a written contract or agreement to provide insurance is also an additional insured, but only with respect to “bodily injury” or “property damage” arising out of “your products” which are distributed or sold in the regular course of a vendor’s business, subject to the following additional exclusions:
 - a. The insurance afforded the vendor does not apply to:
 - (1) “Bodily injury” or “property damage” for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (2) Any express warranty unauthorized by you;
 - (3) Any physical or chemical change in the product made intentionally by the vendor;
 - (4) Repackaging, except when unpacked solely for the purpose of inspection; demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (5) Any failure to make such inspections, adjustments, tests, or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor’s premises in connection with the sale of the product.
 - (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (8) “Bodily injury” or “property damage” arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (a) The exceptions contained in Sub-Paragraphs (4) or (6); or
 - (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
 - b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
 - c. This provision does not apply to any vendor included as an insured by an endorsement issued by us and made part of the Coverage Part.
 - d. This provision does not apply if “bodily injury” or “property damage” included within the “products-complete hazards” is excluded either by the provisions of the Coverage Part or by endorsement.

XVI. Employee Bodily Injury To A Co-Employee

SECTION II- WHO IS AN INSURED paragraph 2.a.(1) is replaced by the following:

However, none of these “employees” or “volunteer workers” are insureds for “bodily injury” or “personal and advertising injury”:

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-“employee” while in the course of his or her employment or performing duties related to the conduct of your business, or to your other “volunteer workers” while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of the co-“employee” or “volunteer worker” as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

However, if a suit seeking damages for “bodily injury” or “personal and advertising injury” to any co-“employee” or other “volunteer worker” arising out of and in the course of the co-“employee’s” or “volunteer worker’s” employment or while performing duties related to the conduct of your business, or a suit seeking damages brought by the spouse, child, parent, brother or sister of the co-“employee” or other “volunteer worker”, is brought against you or a co-“employee” or a “volunteer worker”, we will reimburse the reasonable costs that you incur in providing a defense to the co-“employee” or “volunteer worker” against such matters. Any reimbursement made pursuant to this sub-section will be in addition to the limits of liability set forth in the Declarations.

XVII. Broad Knowledge/Notice Of Occurrence

The following is added under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The requirement in condition **2.a.** that you must see to it that we are notified of an “occurrence” or offense applies only when the “occurrence” or offense is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. A member, if you are a joint venture;
4. An “Executive Officer” or insurance manager, if you are a corporation; or
5. A member, if you are a limited liability company.

The requirement in condition **2.b.** that you must see to it that we receive notice of a claim or “suit” will not be considered breached unless the breach occurs after such claim or “suit” is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. A member, if you are a joint venture;
4. An “Executive Officer” or insurance manager, if you are a corporation; or
5. A member, if you are a limited liability company.

If you report an accident to your Workers’ Compensation insurance carrier which later develops into a liability occurrence, coverage for which is provided by this policy, failure to report such occurrence to us at the time of the accident shall not be a violation of the notification of loss condition in this policy (**Condition 2. in Section IV**). It is understood and agreed, however, that you shall give notification of such occurrence to us as soon as you are made aware of the fact that the particular accident has developed into a liability claim.

XVIII. Unintentional Failure To Disclose Hazards

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, paragraph **6. Representations** is replaced by the following:

By accepting this policy, you agree;

1. The statements in the Declarations are accurate and complete;
2. Those statements are based upon representations you made to us; and
3. We have issued this policy in reliance upon your representations;

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

XIX. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, the paragraph **8. Transfer of Rights of Recovery Against Others To Us** condition is amended by the addition of the following:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or “your work” done under a contract with that person or organization and include in the “products – completed operations hazard” when you have waived such right of recovery under a written contract with that person or organization. Such written contract must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the “bodily injury”, “property damage”, “personal and advertising injury”; or
3. Executed after “bodily injury”, “property damage”, “personal and advertising injury” if:
 - a. The terms and conditions of the written contract or written agreement had been agreed upon prior to the “bodily injury”, “property damage”, “personal and advertising injury”; and
 - b. The insured can definitively establish that the terms and conditions of the written contract or written agreement ultimately executed are the same as those which had been agreed upon prior to the “bodily injury”, “property damage”, “personal and advertising injury”.

XX. Insured Contract

SECTION V – DEFINITIONS, “Insured Contract” paragraph **9.a.** is replaced by the following:

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, lightning, explosion or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner is not an “insured contract”.

XXI. Mobile Equipment

The following is added under **SECTION V – DEFINITIONS, 12. “Mobile Equipment”**:

Paragraph **f.(1)** does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.



Agenda Sheet for City Council:

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

Committee Agenda type: Consent

Date Rec'd 2/13/2024

Clerk's File #

Renews # OPR 2016-0235

Cross Ref # RES 2018-0017

Council Meeting Date: 03/11/2024

Submitting Dept	INNOVATION & TECHNOLOGY	Project #	
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Contact Name/Phone	MICHAEL 625-6468	Bid #	
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Contact E-Mail	MSLOON@SPOKANECITY.ORG	Requisition #	CR# 26031
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Agenda Item Type	Contract Item		
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Council Sponsor(s)	MCATHCART BWILKERSON ZZAPONE		
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Agenda Item Name	5300 - AZTECA SYSTEMS - CITYWORKS ASSET MANAGEMENT SYSTEM		
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Agenda Wording

Contract with Azteca for continued annual support and maintenance of CityWorks Asset Maintenance Management System. Azteca was deemed a Sole Source in 2018. Contract term 4/1/2024 - 3/31/2025, for a total amount of \$135,408, plus sales tax.

Summary (Background)

Cityworks by Azteca is a powerful, flexible and affordable GIS-Centric Asset Maintenance Management System. Cityworks is currently utilized by the City's Water, Streets and Parks departments. The 2024 contract amount is \$135,408 plus sales tax. The 2023 contact amount was \$130,200 plus sales tax. The increase in price is due to annual CPI.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost	\$ 135,408
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Current Year Cost	\$ 135,408
-------------------	------------

Subsequent Year(s) Cost	\$ 135,408
-------------------------	------------

Narrative

This request is for software maintenance and support which is contractually required by the software vendor. (Note: Subsequent year's cost is \$135,408 plus taxes and annual CPI.)

Amount

Budget Account

Expense	\$ 135,408.00	# 5300-73300-18850-54820
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	SLOON, MICHAEL
<u>Division Director</u>	SLOON, MICHAEL
<u>Accounting Manager</u>	BUSTOS, KIM
<u>Legal</u>	HARRINGTON,
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>PURCHASING</u>	WAHL, CONNIE

Distribution List

dduffin@cityworks.com	Accounting - ywang@spokanecity.org
Contract Accounting - ddaniels@spokanecity.org	Legal - mharrington@spokanecity.org
Purchasing - cwahl@spokanecity.org	IT - itadmin@spokanecity.org
Tax & Licenses	

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	February 26, 2024
Submitting Department	IT
Contact Name	Michael Sloon
Contact Email & Phone	msloon@spokanecity.org 625-6468
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	Azteca Annual Software Maintenance and Support
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>Cityworks by Azteca is a powerful, flexible and affordable GIS-Centric Asset Maintenance Management System. Cityworks is currently utilized by the City's Water, Streets and Parks departments. The 2023 contact amount was \$130,200 plus sales tax. The 2024 contract amount is \$135,408 plus sales tax. The increase in price is due to annual CPI. Contract term is 4/1/2024 through 3/31/2025.</p> <p>*use the Fiscal Impact box below for relevant financial information</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$135,408 plus taxes</u></p> <p style="padding-left: 20px;">Current year cost: \$135,408 plus taxes</p> <p style="padding-left: 20px;">Subsequent year(s) cost: \$135,408 plus taxes and annual CPI</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>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>	
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 Asset Maintenance Management software.



City of Spokane
CONTRACT RENEWAL
**Title: ANNUAL SOFTWARE SUPPORT AND
UPDATES FOR CITYWORKS SYSTEM**

This Contract Renewal is made and entered into by and between the **City of Spokane** as (“City”), a Washington municipal corporation, and **AZTECA SYSTEMS, LLC**, whose address is 11075 South State Street, Suite 24, Sandy, Utah 84070, as (“Company”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the parties entered into a Contract wherein the Company agreed to provide ANNUAL CITYWORKS SOFTWARE, UPDATES AND SUPPORT, which enables Public Works and Utilities to inventory assets, issue and track service requests & work orders, As well as manage overall customer needs for the City; and

WHEREAS, the original Contract needs to be formally renewed by this written Contract Renewal document.

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

1. CONTRACT DOCUMENTS.

The original Contract dated April 23, 2018, any subsequent amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein. In the event of a conflict or discrepancy in the Agreement documents, this City’s documents control.

2. EFFECTIVE TERM.

This Contract Renewal shall become effective on April 1, 2024, and run through March 31, 2025.

3. COMPENSATION.

The City shall pay an estimated maximum annual cost not to exceed **ONE HUNDRED THIRTY-FIVE THOUSAND FOUR HUNDRED EIGHT AND NO/100 (\$135,408.00)**, plus tax, for everything furnished and done under this Contract Renewal in accordance with the attached Cityworks Quote dated February 2, 2024. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

4. DEBARMENT AND SUSPENSION.

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

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

AZTECA SYSTEMS, LLC

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

- Attachment A - Certificate of Debarment
- Azteca Systems, LLC (Cityworks) February 2, 2024 Quote

ATTACHMENT A

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

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

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

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

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

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

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

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

<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)

Terms and Conditions

Payment Terms

Payment due within 30 days

IF YOUR ORGANIZATION REQUIRES A PURCHASE ORDER, PLEASE CONTACT YOUR FINANCE DEPARTMENT TO BEGIN THE APPROVAL PROCESS TO AVOID PAYMENT DELAYS.

All quotations are valid for ninety-days (90) from the date above, unless otherwise stated in this quotation form. All prices quoted are in USD, unless specifically provided otherwise, above. These prices and terms are valid only for items purchased for use and delivery for the Customers listed above.

Unless otherwise referenced, this quotation is for the Cityworks software products referenced above only. Pricing for implementation services (installation, configuration, training, etc.), or other software applications is provided separately and upon request.

The procurement, installation and administration of the Esri software or any other third-party software utilized in conjunction with Cityworks will be the responsibility of the Customer.

For "on-prem" installations, the procurement, installation and administration of the RDBMS utilized in conjunction with Cityworks will be the responsibility of the Customer. Currently, Cityworks supports Oracle and SQL Server. The procurement, installation and administration of the infrastructure (hardware and networking) utilized in conjunction with Cityworks will be the responsibility of the Customer.

This quotation and the pricing information herein is confidential and proprietary and may not be copied or released other than for the express purpose of the current system Software and Product selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Azteca Systems, LLC or unless otherwise specifically permitted by law. If a "public access" or similar request is made, Customer, shall notify Azteca Systems, prior to any disclosure.

Software Licensing

All Azteca Systems software offered in this quotation are commercial off-the-shelf (COTS) software developed at private expense, and is subject to the terms and conditions of the signed "Cityworks Software License and Maintenance Agreement" ("Agreement") and any and all addendums or amendments thereto. A fully executed copy of the Agreement and any addendum(s) is required before delivery and installation and usage of the software is subject to the terms of the current license agreement.

The terms and conditions of the executed Cityworks Software License Agreement apply to this Quote unless otherwise specifically stated herein. Any additional or conflicting terms set forth in any purchase orders, invoices, or other standard form documents exchanged during the ordering process, other than product descriptions, quantities, pricing, and dates are void and of no effect.

Delivery method is by way of download through Azteca Systems, LLC. customer support web portal.

Taxes

Prices quoted do not include any applicable state, sales, local, or use taxes unless so stated. In preparing your budget and/or Purchase Order, please allow for any applicable taxes, including, sales, state, local or use taxes as necessary. Azteca Systems reserves the right to collect any applicable sales, use or other taxes tax assessed by or as required by law. Azteca Systems reserves the right to add any applicable tax to the invoice, unless proof with the order is shown that your organization or entity is tax exempt or if it pays any applicable tax directly.

International Customers

These items are controlled by the U.S. government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

Your signature indicates your acceptance of this Quote, and that you have read and accepted the Terms and Conditions set forth above.

Accepted by:

Title

____/____/____

Date

Azteca Systems, LLC - Cityworks | 11075 South State Street Suite 24, Sandy, UT 84070 | Corporate Main 801-523-2751 | Corporate Fax 801-523-3734



< Business Lookup

License Information:

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

Entity name: AZTECA SYSTEMS, LLC

Business name: AZTECA SYSTEMS, LLC

Entity type: [Limited Liability Company](#)

UBI #: 604-060-266

Business ID: 001

Location ID: 0001

Location: Active

Location address: 11075 S STATE ST
STE 24
SANDY UT 84070-5128

Mailing address: 11075 S STATE ST
STE 24
SANDY UT 84070-5128

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
Bellingham General Business	063840			Active		Aug-13-2018
Burien General Business - Non-Resident	12399			Active	Dec-31-2024	Feb-07-2017
Spokane General Business - Non-Resident				Active	Dec-31-2024	Jul-02-2018

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

Governing people	Title
AZTECA SYSTEMS MIDCO, LLC	

Registered Trade Names

Registered trade names	Status	First issued
------------------------	--------	--------------



Registered trade names	Status	First issued
CITYWORKS	Active	Jan-18-2023

The Business Lookup information is updated nightly. Search date and time: 12/20/2023 2:35:20 PM

Contact us

How are we doing?

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Agenda Sheet for City Council:

Committee: PIES **Date:** 01/29/2024

Committee Agenda type: Consent

Date Rec'd 1/18/2024

Clerk's File #

Renews # OPR 2017-0005

Cross Ref #

Council Meeting Date: 02/12/2024

Submitting Dept	INNOVATION & TECHNOLOGY	Project #	
------------------------	-------------------------	------------------	--

Contact Name/Phone	MICHAEL 625-6468	Bid #	RFP #4196-16
---------------------------	------------------	--------------	--------------

Contact E-Mail	MSLOON@SPOKANECITY.ORG	Requisition #	CR 25916
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Agenda Item Type	Contract Item		
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Council Sponsor(s)	JBINGLE		
---------------------------	---------	--	--

Agenda Item Name	5300 PMWEB ANNUAL SOFTWARE SUBSCRIPTION AND SUPPORT		
-------------------------	---	--	--

Agenda Wording

This request is for software maintenance and support which is contractually required by the software vendor. Term is 2/1/2024 through 1/31/2025, with total cost of \$107,100 plus sales tax.

Summary (Background)

The City selected PMWeb, Inc through RFP #4196-16 (OPR 2018-0598 to provide Capital Project Management and engineering software. PMWeb is a SaaS (Software as a Service) solution, which is hosted and maintained by PMWeb. Last year's total was \$103,114 including tax. This year's total \$107,100 plus sales tax. The increase is due to additional licenses for City and County.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost	\$ \$107,100 plus taxes
------------	-------------------------

Current Year Cost	\$ \$107,100 plus taxes
-------------------	-------------------------

Subsequent Year(s) Cost	\$ \$107,100 plus taxes
-------------------------	-------------------------

Narrative

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

Amount

Budget Account

Expense	\$ 116,739.00	# 5300-73300-18850-54214-99999
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	SLOON, MICHAEL
<u>Division Director</u>	SLOON, MICHAEL
<u>Accounting Manager</u>	BUSTOS, KIM
<u>Legal</u>	HARRINGTON,
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>PURCHASING</u>	PRINCE, THEA

Distribution List

michael.vernon@pmweb.com	Accounting - ywang@spokanecity.org
Contract Accounting - ddaniels@spokanecity.org	Legal - mharrington@spokanecity.org
Purchasing - cwahl@spokanecity.org	IT - itadmin@spokanecity.org
Tax & Licenses	klund@spokanecity.org



Agenda Sheet for City Council:

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

Committee Agenda type: Consent

Date Rec'd 1/18/2024

Clerk's File #

Renews # OPR 2017-0005

Cross Ref #

Council Meeting Date: 03/11/2024

Submitting Dept	INNOVATION & TECHNOLOGY	Project #	
------------------------	-------------------------	------------------	--

Contact Name/Phone	MICHAEL 625-6468	Bid #	RFP #4196-16
---------------------------	------------------	--------------	--------------

Contact E-Mail	MSLOON@SPOKANECITY.ORG	Requisition #	CR 25916
-----------------------	------------------------	----------------------	----------

Agenda Item Type	Contract Item		
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Council Sponsor(s)	JBINGLE		
---------------------------	---------	--	--

Agenda Item Name	5300 PMWEB ANNUAL SOFTWARE SUBSCRIPTION AND SUPPORT		
-------------------------	---	--	--

Agenda Wording

This request is for software maintenance and support which is contractually required by the software vendor. Term is 2/1/2024 through 1/31/2025, with total cost of \$107,100 plus sales tax.

Summary (Background)

The City selected PMWeb, Inc through RFP #4196-16 (OPR 2018-0598 to provide Capital Project Management and engineering software. PMWeb is a SaaS (Software as a Service) solution, which is hosted and maintained by PMWeb. Last year's total was \$103,114 including tax. This year's total \$107,100 plus sales tax. The increase is due to additional licenses for City and County.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost	\$ \$107,100 plus taxes
------------	-------------------------

Current Year Cost	\$ \$107,100 plus taxes
-------------------	-------------------------

Subsequent Year(s) Cost	\$ \$107,100 plus taxes
-------------------------	-------------------------

Narrative

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

Amount

Budget Account

Expense	\$ 116,739.00	# 5300-73300-18850-54214-99999
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	SLOON, MICHAEL
<u>Division Director</u>	SLOON, MICHAEL
<u>Accounting Manager</u>	BUSTOS, KIM
<u>Legal</u>	HARRINGTON,
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>PURCHASING</u>	PRINCE, THEA

Distribution List

michael.vernon@pmweb.com	Accounting - ywang@spokanecity.org
Contract Accounting - ddaniels@spokanecity.org	Legal - mharrington@spokanecity.org
Purchasing - cwahl@spokanecity.org	IT - itadmin@spokanecity.org
Tax & Licenses	klund@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	January 29 th , 2024
Submitting Department	ITSD
Contact Name	Michael Sloon
Contact Email & Phone	msloon@spokanecity.org 625-6468
Council Sponsor(s)	CM Bingle
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	PMWeb Annual Software Subscription 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 PMWeb, Inc through RFP #4196-16 (OPR 2018-0598 to provide Capital Project Management and engineering software. PMWeb is a SaaS (Software as a Service) solution, which is hosted and maintained by PMWeb. Last year's total was \$103,114 including tax. This year's total \$107,100 plus sales tax. The increase is due to additional licenses for City and County.
*use the Fiscal Impact box below for relevant financial information	
<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>\$107,100 plus taxes</u></p> <p style="padding-left: 20px;">Current year cost: \$107,100 plus taxes</p> <p style="padding-left: 20px;">Subsequent year(s) cost: \$107,100 plus taxes</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>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>	
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 software.



City of Spokane
CONTRACT RENEWAL
Title: **CAPITOL PROJECT MANAGEMENT
SOFTWARE AND IMPLEMENTATION**

This Contract Renewal is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **PMWEB**, whose address is 2875 NE 191st Street, PH6, Aventura, FL 33180 , as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Consultant agreed to provide for the City Capitol Management Software and Implementation Services for the Public Works Division, and

WHEREAS, the parties wish to continue these services, thus the original Contract needs to be formally renewed by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract, dated January 23, 2017, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE TERM.

This Contract Renewal shall become effective on February 1, 2024 and shall end on January 31, 2025.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **ONE HUNDRED SEVEN THOUSAND ONE HUNDRED AND NO/100 DOLLARS (\$107,100.00)**, plus applicable tax, in accordance with Consultant's November 1, 2023 Invoice, attached hereto, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

4. 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.

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

PMWEB

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Attachment A - Certificate of Debarment
PMWeb November 1, 2023 Invoice

ATTACHMENT A

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

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

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

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

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

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

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

<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)



PMWeb
 2875 NE 191st Street, PH6
 Aventura, FL 33180
 (617) 207-7080

www.PMWeb.com

Invoice

Invoice #: 11822402

Invoice Date: 12/13/2023

PO Number:

Payment Terms: See Due Date

Due Date: 1/31/2024

Bill To:

City of Spokane
 INFORMATION TECHNOLOGY DEPARTMENT
 Seventh Floor, City Hall, 808 West Spokane Falls Blvd
 Spokane, WA 99201

PMWeb Annual SaaS: 2/1/2024 - 1/31/2025

Description	Qty	U/M	Rate	Amount
PMWeb Toolbox				
Basic User Pool S&M Renewal (Discounted 100%)	1	Y	0.00	0.00
Subtotal: Toolbox	1			0.00
PMWeb SaaS				
Dedicated Server Renewal	2	Y	6,000.00	12,000.00
SaaS Full User License Fee	27	Y	1,500.00	40,500.00
SaaS Guest Concurrent User License Fee	30	Y	1,200.00	36,000.00
SaaS Guest Named User License Fee	31	Y	600.00	18,600.00
Subtotal: SaaS	90			107,100.00

Product and Services Subject to Terms & Conditions as set forth within PMWeb Agreements		Total	\$107,100.00
Please Remit Payment To:		***All amounts are shown in Dollars (USD)***	
PMWeb Accounts Receivable 1 Pope Street Wakefield, MA 01880 EIN: 86-1875341	You may remit payment using the bank wire information below: Full Company Name: PMWeb Bank Name: Bank of America Account#: 898114191758 Swift Code: BOFAUS3N Wire Transfer #: 026009593 ACH Transfer #: 063000047	You may remit payment via EFT using the information to the left or by check to the address at the top of this Invoice.	



< Business Lookup

License Information:

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

Entity name: PMWEB. INC.

Business name: PMWEB

Entity type: [Corporation](#)

UBI #: 604-755-303

Business ID: 001

Location ID: 0001

Location: Active

Location address: 2875 NE 191ST ST
PH 6
AVENTURA FL 33180-2894

Mailing address: 1 POPE ST
WAKEFIELD MA 01880-2179

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
SeaTac General Business - Non-Resident				Active	May-31-2024	May-10-2021
Spokane General Business - Non-Resident				Active	May-31-2024	May-07-2021

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

Governing people	Title
VERNON, MICHAEL	

Registered Trade Names

Registered trade names	Status	First issued
PMWEB	Active	May-04-2021

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)
7/6/2023

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

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

PRODUCER Tarpey Insurance Group, Inc. 442 Water St. Wakefield, MA 01880	CONTACT NAME: James P Tarpey PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: JamesTarpey@worldinsurance.com
	INSURER(S) AFFORDING COVERAGE NAIC #
INSURED PMWeb, Inc. 2875 NE 191st Street, PH6 Aventura, FL 33180	INSURER A : Hartford Underwriters Insurance Company 30104
	INSURER B : Travelers Home & Marine Insurance Co. 27998
	INSURER C :
	INSURER D :
	INSURER E :
INSURER F :	

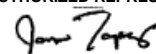
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			08SBMAL5KWN	5/7/2023	5/7/2024	EACH OCCURRENCE \$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 2,000,000
							GENERAL AGGREGATE \$ 4,000,000
							PRODUCTS - COMP/OP AGG \$ 4,000,000
							\$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			08SBMAL5KWN	5/7/2023	5/7/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			08SBMAL5KWN	5/7/2023	5/7/2024	EACH OCCURRENCE \$ 4,000,000
							AGGREGATE \$ 4,000,000
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Crime			0106900309LB	4/3/2023	4/3/2024	Employee Dishonesty 1,000,000
B	Crime			0106900309LB	4/3/2023	4/3/2024	Computer Fraud 1,000,000

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

CERTIFICATE HOLDER **CANCELLATION**

City of Spokane 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 

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

2/13/2024

Clerk's File #**Renews #**

OPR 2020-0723

Cross Ref #**Council Meeting Date:** 03/11/2024**Submitting Dept**

INNOVATION & TECHNOLOGY

Project #**Contact Name/Phone**

MICHAEL 625-6468

Bid #

GS-35F-249DA

Contact E-Mail

MSLOON@SPOKANECITY.ORG

Requisition #

CR# 26032

Agenda Item Type

Contract Item

Council Sponsor(s)

MCATHCART BWILKERSON ZZAPONE

Agenda Item Name

5300 - HYLAND ANNUAL SOFTWARE SUBSCRIPTION AND SUPPORT

Agenda Wording

Contract with Hyland for software supporting OnBase document imaging system. Contract term begins 04/01/2024 and ends 03/31/2025. The 2024 annual maintenance is \$70,182.52, plus applicable tax.

Summary (Background)

Hyland Software supports the City's OnBase document imaging system, which is utilized by various City Departments. Hyland Software was selected and implemented in 2009 for the City of Spokane's Enterprise Document Imaging & Management System. Hyland Software is the only supplier of OnBase licensing. This contract includes software assurance for Hyland Software. The 2024 annual maintenance is \$76,498.98. The 2023 contracted amount was \$71,161.74. The difference is due to annual CPI increases.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 76,498.98

Current Year Cost \$ 76,498.98

Subsequent Year(s) Cost \$ 76,498.98

Narrative

This request is for software maintenance and support which is contractually required by the software vendor. (Note: Subsequent year cost is \$76,498.98 plus annual CPI increase.)

Amount**Budget Account**

Expense \$ 76,498.98

5300-73300-18850-54820

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	SLOON, MICHAEL
<u>Division Director</u>	SLOON, MICHAEL
<u>Accounting Manager</u>	BUSTOS, KIM
<u>Legal</u>	HARRINGTON,
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>PURCHASING</u>	WAHL, CONNIE

Distribution List

jonathan.keberdle@hyland.com	Accounting - ywang@spokanecity.org
Contract Accounting - ddaniels@spokanecity.org	Legal - mharrington@spokanecity.org
Purchasing - cwahl@spokanecity.org	IT - itadmin@spokanecity.org
Tax & Licenses	

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	February 26, 2024
Submitting Department	ITSD
Contact Name	Michael Sloon
Contact Email & Phone	msloon@spokanecity.org 625-6468
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	Hyland Annual Software Subscription and Support
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	Hyland Software supports the City’s OnBase document imaging system, which is utilized by various City Departments. Hyland Software was selected and implemented in 2009 for the City of Spokane’s Enterprise Document Imaging and Management System. Hyland Software is the only supplier of OnBase licensing. This contract includes software assurance for Hyland Software. The 2023 contracted amount was \$71,161,74. The 2024 annual maintenance is \$76,498.98. The difference in cost is due to annual CPI increases.
<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>\$76,498.98</u></p> <p style="padding-left: 20px;">Current year cost: \$76,498.98</p> <p style="padding-left: 20px;">Subsequent year(s) cost: \$76,498.98 plus annual CPI increase</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>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>	
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 Document Imaging software.



City of Spokane
CONTRACT RENEWAL
Title: ONBASE SOFTWARE SUPPORT

This Contract Renewal ("2024 Contract Renewal") is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **HYLAND SOFTWARE, INC.**, whose address is, 28500 Clemens Road, Westlake, Ohio 44145, as ("Consultant"). Individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, on or about July 28, 2020, the parties entered into a Contract (the "2020 Contract"), wherein the Consultant agreed to provide SOFTWARE SUPPORT AND MAINTENANCE FOR ONBASE SOFTWARE, THE CITY'S DOCUMENT IMAGING SYSTEM, as set forth in the Consultant's January 9, 2020 Invoice, in accordance with the OnBase Information Management System Software Maintenance Agreement executed between the parties and dated January 14, 2015; and

WHEREAS, the 2020 Contract's initial term was from April 1, 2020 – March 31, 2021 with the option to extend for four (4) additional one year contract periods; and

WHEREAS, the parties entered into a Contract Renewal, executed on April 30, 2021 and May 3, 2021, constituting the first of the four annual renewals permitted by the 2020 Contract; and

WHEREAS, the parties desire that this 2024 Contract Renewal constitute the last of the annual renewal permitted by the 2020 Contract.

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

1. CONTRACT DOCUMENTS.

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

2. TERM.

This 2024 Contract Renewal, for renewal of Maintenance and Support, shall become effective on April 1, 2024 and end on March 31, 2025, unless amended by written agreement or terminated earlier under the provisions.

3. COMPENSATION.

The City shall pay an annual maintenance fee not to exceed **SEVENTY THOUSAND ONE HUNDRED EIGHTY-TWO AND 52/100 (\$70,182.52)**, plus tax, for everything furnished and done under this 2024 Contract Renewal. This is the maximum amount to be paid under this 2024 Contract Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the Original Contract and this 2024 Contract Renewal document.

4. DEBARMENT AND SUSPENSION.

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

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this 2024 Contract Renewal by having legally-binding representatives affix their signatures below.

HYLAND SOFTWARE, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Certificate Regarding Debarment
Hyland Invoice No. LE01-329984

**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. Intentionally Blank.

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)



Hyland Software, Inc.
28500 Clemens Road
Westlake, OH 44145
United States of America

MAINTENANCE INVOICE

LE01-284965

BILL TO City of Spokane, WA
808 W. Spokane Falls Blvd.
Spokane, WA 99201
United States of America

SHIP TO City of Spokane, WA
808 W. Spokane Falls Blvd.
Spokane, WA 99201
United States of America

INVOICE DATE	12/15/2022
PO NUMBER	
CONTRACT NUMBER	GS35F249DA
DUE DATE	03/31/2023
FEDERAL TAX ID	34-1699247
BILL TO CUSTOMER NO.	10294

Customer No.	Customer Name	Version	Salesperson
10294	City of Spokane, WA		

Maintenance Period: 04/01/2023 - 03/31/2024				
Product Code	Description	Quantity	Unit Price	Extended Price
1	Maintenance Fees Product:OnBase	1	65,285.97	65,285.97

Electronic Remittance Information	
Mail Checks to: Hyland Software, Inc. PO Box 846261 Dallas, TX 75284-6261	Wire/ACH Payments: Bank Name: Bank of America, N.A. SWIFT: BOFAUS3N ACH Routing No: 071000039 Wire Routing No: 026009593 Account No: 8670616576 CHIPS No: 0959 Account Name: Hyland Software, Inc.

Subtotal	65,285.97 USD
Tax	5,875.77 USD
Total Invoice Amount	71,161.74 USD
Amount Due After 03/31/2023 *	77,690.34 USD

For billing or payment inquiries, please call 1-440-788-5045 and select Option 1 for Accounts Receivable or email accountsreceivable@hyland.com.

This proforma invoice is for maintenance fees which cover technical support and the latest software updates and enhancements for the billing period. If you have any questions regarding this invoice or you elect to discontinue maintenance coverage please contact your account manager or email accountsreceivable@hyland.com. To continue maintenance coverage, please process this invoice for payment.

*A 10% reinstatement fee will be charged for maintenance fees received after the due date.

These items are controlled by the U.S. government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

Further, if you are located in a European Union Member State, Norway or Switzerland, The software is also subject to Council Regulation (EC) No 428/2009. The software must not be transmitted outside of the European Union, Norway or Switzerland without a licence or authorisation being issued by the export control authority of the relevant Member State or the applicable authorities in Norway or Switzerland or as otherwise authorized by law or regulations in the relevant Member State or applicable authorities in Norway or Switzerland.



Hyland Software, Inc.
 28105 Clemens Road
 Westlake, OH 44145
 United States of America

MAINTENANCE INVOICE LE01-329984

BILL TO City of Spokane, WA
 808 W. Spokane Falls Blvd.
 Spokane, WA 99201
 United States of America

SHIP TO City of Spokane, WA
 808 W. Spokane Falls Blvd.
 Spokane, WA 99201
 United States of America

INVOICE DATE	12/11/2023
CONTRACT NUMBER	GS35F249DA
QUOTE NUMBER	Q-265450
PAYMENT TERMS	Net 30
DUE DATE	03/31/2024
BILL TO CUSTOMER NO.	10294
FEDERAL TAX ID	34-1699247

CUSTOMER NO.	Customer Name
10294	City of Spokane, WA

Billing Period: 04/01/2024 - 03/31/2025

	Product Code	Description	Quantity	Unit Price	Extended Price
1	AIMPW3	Desktop Document Imaging (Unlimited) Maintenance	1.00	272.95	272.95
2	DIMPW2	Production Document Imaging (Kofax or Twain) (2+) Maintenance	1.00	545.90	545.90
3	AIMPW3	Desktop Document Imaging (Unlimited) Maintenance	1.00	272.95	272.95
4	CTMPC	Concurrent Client Maintenance	5.00	254.75	1,273.74
5	DIMPW2	Production Document Imaging (Kofax or Twain) (2+) Maintenance	1.00	545.90	545.90
6	PDFMPI1	PDF Framework Maintenance	1.00	545.90	545.90
7	WTMPI1-AS	Conversion From Microsoft Office To Image Framework (Aspose) Maintenance	1.00	545.90	545.90
8	CTMPC	Concurrent Client Maintenance	1.00	254.75	254.75
9	UNMPI1	Unity Client Server Maintenance	1.00	1,819.65	1,819.65
10	CMMPI1	Configuration Migration Utility Maintenance	1.00	0.00	0.00
11	UIMPI1	Unity Integration Toolkit Maintenance	1.00	1,819.65	1,819.65
12	AIMPW2	Desktop Document Imaging (30 ppm max) Maintenance	1.00	181.97	181.97
13	UFMPI1	Unity Forms Maintenance	1.00	0.00	0.00
14	OMMPI1-IPHN	Mobile Access for iPhone Maintenance	1.00	909.82	909.82
15	PRMPI1	Physical Records Management Maintenance	1.00	2,729.47	2,729.47
16	VLMPC	WorkView Concurrent Client SL (Maintenance)	3.00	272.94	818.83
17	STMPI1	StatusView Maintenance	1.00	0.00	0.00
18	DXMPI1	Integration for DocuSign eSignature Maintenance	1.00	2,729.47	2,729.47

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Further, if you are located in a European Union Member State, Norway or Switzerland, The software is also subject to Council Regulation (EC) No 428/2009. The software must not be transmitted outside of the European Union, Norway or Switzerland without a licence or authorisation being issued by the export control authority of the relevant Member State or the applicable authorities in Norway or Switzerland or as otherwise authorized by law or regulations in the relevant Member State or applicable authorities in Norway or Switzerland.



Hyland Software, Inc.
 28105 Clemens Road
 Westlake, OH 44145
 United States of America

MAINTENANCE INVOICE LE01-329984

19	OMMPW1-IPAD	Mobile Access for iPad Maintenance	1.00	909.82	909.82
20	OBMPW1	Multi-User Server Maintenance	1.00	1,455.72	1,455.72
21	ISMPW2	Production Document Imaging (ISIS or TWAIN) (2+) Maintenance	6.00	454.91	2,729.47
22	ISMPW1	Production Document Imaging (ISIS or TWAIN) (1) Maintenance	1.00	1,137.28	1,137.28
23	IDMPI1	Full-Text Indexing Server for Autonomy IDOL Maintenance	1.00	1,819.65	1,819.65
24	WLMPC	Workflow Concurrent Client SL (Maintenance)	1.00	327.54	327.54
25	IDMPC1	Full-Text Indexing Concurrent Client for Autonomy IDOL Maintenance	1.00	54.59	54.59
26	GWMPI1	Public Sector Constituency Web Access Maintenance	204,400.00	0.00	371.91
27	WTMPI1	Conversion From Microsoft Office To Image Framework Maintenance	1.00	545.90	545.90
28	CLMPW1	COLD/ERM Maintenance	1.00	1,819.65	1,819.65
29	APMPQ3	Query API (Initial 500 queries/hour) (OnBase Unity/Core) Maintenance	1.00	1,819.65	1,819.65
30	AIMPW3	Desktop Document Imaging (Unlimited) Maintenance	1.00	272.95	272.95
31	AMMPW1	Agenda Management Maintenance	1.00	909.83	909.83
32	CTMPC	Concurrent Client Maintenance	61.00	254.75	15,539.60
33	AIMPW3	Desktop Document Imaging (Unlimited) Maintenance	5.00	272.95	1,364.74
34	AEMPI2	Enterprise Application Enabler Maintenance	1.00	9,098.24	9,098.24
35	AGMPI1	Integration for ESRI ArcGIS Desktop Maintenance	1.00	1,273.75	1,273.75
36	DSMPI1	Distributed Disk Services Maintenance	1.00	909.82	909.82
37	DPMPW1	Document Import Processor Maintenance	1.00	909.82	909.82
38	DMMPI1	EDM Services Maintenance	1.00	909.82	909.82
39	WTMPW1	Web Server Maintenance	1.00	1,819.65	1,819.65
40	PTMPC1	Virtual Print Driver Maintenance	1.00	909.82	909.82
41	WLMPC	Workflow Concurrent Client SL (Maintenance)	20.00	400.32	8,006.45

Electronic Remittance Information	
Mail Checks to: Hyland Software, Inc. PO Box 846261 Dallas, TX 75284-6261 Overnight Address: Bank of America Lockbox Services	Wire/ACH Payments: Bank Name: Bank of America SWIFT: BOFAUS3N Account No: 8670616576 ACH Routing No: 071000039 Wire Routing No: 026009593 CHIPS No: 0959

Subtotal	70,182.52 USD
Tax	6,316.46 USD
Total Invoice Amount	76,498.98 USD
Balance Due	76,498.98 USD
<i>Amount Due After 03/31/2024*</i>	<i>83,517.23 USD</i>

This proforma invoice is for maintenance fees which cover technical support and the latest software updates and enhancements for the billing period. If you have any questions regarding this invoice or you elect to discontinue maintenance coverage please contact your account manager or email accountsreceivable@hyland.com. To continue maintenance coverage, please process this invoice for payment.

*A 10% reinstatement fee will be charged for maintenance fees received after the due date.

These items are controlled by the U.S. government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

Further, if you are located in a European Union Member State, Norway or Switzerland, The software is also subject to Council Regulation (EC) No 428/2009. The software must not be transmitted outside of the European Union, Norway or Switzerland without a licence or authorisation being issued by the export control authority of the relevant Member State or the applicable authorities in Norway or Switzerland or as otherwise authorized by law or regulations in the relevant Member State or applicable authorities in Norway or Switzerland.



Hyland Software, Inc.
 28105 Clemens Road
 Westlake, OH 44145
 United States of America

Electronic Remittance Information	
Lockbox 846261 1950 N. Stemmons Freeway Suite 5010 Dallas, TX 75207	Branch Code: 071000039 Account Name: Hyland Software, Inc.

For billing inquiries, please email maintenance@hyland.com.
 For payment inquiries, please email accountsreceivable@hyland.com.

We encourage our customers to utilize our instant payment option via credit card to save time and eliminate hassle. Let us know if you'd like to take advantage of this option and we can create your account on our [payment portal](#) today.

This is a quote for your maintenance renewal. To receive an invoice, send a purchase order to purchaseorders@onbase.com and maintenance@onbase.com.

This proforma invoice is for maintenance fees which cover technical support and the latest software updates and enhancements for the billing period. If you have any questions regarding this invoice or you elect to discontinue maintenance coverage please contact your account manager or email accountsreceivable@hyland.com. To continue maintenance coverage, please process this invoice for payment.

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Further, if you are located in a European Union Member State, Norway or Switzerland, The software is also subject to Council Regulation (EC) No 428/2009. The software must not be transmitted outside of the European Union, Norway or Switzerland without a licence or authorisation being issued by the export control authority of the relevant Member State or the applicable authorities in Norway or Switzerland or as otherwise authorized by law or regulations in the relevant Member State or applicable authorities in Norway or Switzerland.



< Business Lookup

License Information:

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

Entity name: HYLAND SOFTWARE INC

Business name: HYLAND SOFTWARE INC.

Entity type: [Profit Corporation](#)

UBI #: 602-207-254

Business ID: 001

Location ID: 0002

Location: Active

Location address: 28500 CLEMENS RD
WESTLAKE OH 44145-1145

Mailing address: 28500 CLEMENS RD
WESTLAKE OH 44145-1145

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
Bellingham General Business	052133			Active		Aug-01-2013
SeaTac General Business - Non-Resident				Active	Jul-31-2024	Jun-12-2019
Spokane General Business - Non-Resident				Active	Jul-31-2024	May-07-2015

< Page 1 of 2 >

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

Governing people	Title
AKOPIANTZ, ERIK	
ALMEIDA, ANDREW	
BERNARD, MARCEL	
BORO, SETH	



Governing people
BRAVO, ORLANDO

Title

GOODMAN, J. CHARLES

HYLAND, A.J.

HYLAND, CHRISTOPHER J.

KILBANE, NOREEN

LINES, JIM

MCQUISTON, ED

MOSKOVITZ, ABBY

PEMBRIDGE, TIM

PERSON, NANCY

PHELAN, JOHN

Registered Trade Names

Registered trade names	Status	First issued
HYLAND SOFTWARE, INC.	Active	Aug-01-2013

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 7/11/2023 11:25:31 AM

Contact us

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**Agenda Sheet for City Council:****Committee:** PIES **Date:** 01/29/2024**Committee Agenda type:** Consent**Date Rec'd**

1/18/2024

Clerk's File #**Renews #**

OPR 2022-0147

Cross Ref #**Council Meeting Date:** 02/12/2024**Submitting Dept**

INNOVATION & TECHNOLOGY

Project #**Contact Name/Phone**

MICHAEL 625-6468

Bid #

RFP 5435-21

Contact E-Mail

MSLOON@SPOKANECITY.ORG

Requisition #

MASTER

Agenda Item Type

Contract Item

Council Sponsor(s)

JBINGLE

Agenda Item Name

5300 CONTRACT FOR TECHNICAL SERVICES FOR PMO AND ITSD PROJECTS

Agenda Wording

This request is for professional services in support of PMO and ITSD funded projects. Term is 2/1/2024 through 1/31/2025, up to \$150,000.

Summary (Background)

The PMO and ITSD currently manages several projects that occasionally require augmentation to City resources. Specific contracting needs will be in the areas of Project Management, Business Analysis, Software Development and Infrastructure support. Infinite Innovations was a successful bidder under RFP 5435-21 to be contracted for various PMO and ITSD projects on as needed basis.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ \$150,000

Current Year Cost \$ \$150,000

Subsequent Year(s) Cost \$ \$150,000

Narrative

This request is for professional services in support of PMO and ITSD funded projects. A new COI has been requested from the vendor.

Amount**Budget Account**

Expense \$ 150,000

Various Accounts

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	SLOON, MICHAEL
<u>Division Director</u>	SLOON, MICHAEL
<u>Accounting Manager</u>	BUSTOS, KIM
<u>Legal</u>	HARRINGTON,
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>PURCHASING</u>	PRINCE, THEA

Distribution List

dennis@infinnovations.tech	Accounting - ywang@spokanecity.org
Contract Accounting - ddaniels@spokanecity.org	Legal - mharrington@spokanecity.org
Purchasing - cwahl@spokanecity.org	IT - itadmin@spokanecity.org
Tax & Licenses	klund@spokanecity.org
dfredrickson@spokanecity.org	

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

1/18/2024

Clerk's File #**Renews #**

OPR 2022-0147

Cross Ref #**Council Meeting Date:** 03/11/2024**Submitting Dept**

INNOVATION & TECHNOLOGY

Project #**Contact Name/Phone**

MICHAEL 625-6468

Bid #

RFP 5435-21

Contact E-Mail

MSLOON@SPOKANECITY.ORG

Requisition #

MASTER

Agenda Item Type

Contract Item

Council Sponsor(s)

JBINGLE

Agenda Item Name

5300 CONTRACT FOR TECHNICAL SERVICES FOR PMO AND ITSD PROJECTS

Agenda Wording

This request is for professional services in support of PMO and ITSD funded projects. Term is 2/1/2024 through 1/31/2025, up to \$150,000.

Summary (Background)

The PMO and ITSD currently manages several projects that occasionally require augmentation to City resources. Specific contracting needs will be in the areas of Project Management, Business Analysis, Software Development and Infrastructure support. Infinite Innovations was a successful bidder under RFP 5435-21 to be contracted for various PMO and ITSD projects on as needed basis.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ \$150,000

Current Year Cost \$ \$150,000

Subsequent Year(s) Cost \$ \$150,000

Narrative

This request is for professional services in support of PMO and ITSD funded projects. A new COI has been requested from the vendor.

Amount**Budget Account**

Expense \$ 150,000

Various Accounts

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	SLOON, MICHAEL
<u>Division Director</u>	SLOON, MICHAEL
<u>Accounting Manager</u>	BUSTOS, KIM
<u>Legal</u>	HARRINGTON,
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>PURCHASING</u>	PRINCE, THEA

Distribution List

dennis@infinnovations.tech	Accounting - ywang@spokanecity.org
Contract Accounting - ddaniels@spokanecity.org	Legal - mharrington@spokanecity.org
Purchasing - cwahl@spokanecity.org	IT - itadmin@spokanecity.org
Tax & Licenses	klund@spokanecity.org
dfredrickson@spokanecity.org	

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	January 29, 2024
Submitting Department	ITSD
Contact Name	Michael Sloon
Contact Email & Phone	msloon@spokanecity.org 625-6468
Council Sponsor(s)	CM Bingle
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Contract for Technical Services for PMO and ITSD Projects
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	The PMO and ITSD currently manages several projects that occasionally require augmentation to City resources. Specific contracting needs will be in the areas of Project Management, Business Analysis, Software Development and Infrastructure support. Infinite Innovations was a successful bidder under RFP 5435-21 to be contracted for various PMO and ITSD projects on as needed basis. Term is 2/1/2024 through 1/31/2025, up to \$150,000.
*use the Fiscal Impact box below for relevant financial information	
Fiscal Impact Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$150,000</u> Current year cost: \$150,000 Subsequent year(s) cost: \$150,000 Narrative: This request is for professional services in support of PMO and ITSD funded projects. Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Select Funding Source* Is this funding source sustainable for future years, months, etc? Click or tap here to enter text. Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
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 contract with Volt for technical services.



City of Spokane

**MASTER CONSULTANT AGREEMENT
RENEWAL 1 OF 3**

**Title: TECHNICAL RESOURCES FOR THE
INNOVATION AND TECHNOLOGY SERVICES
DIVISION AND PROJECT MANAGEMENT OFFICE**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE**, as ("City"), a Washington municipal corporation, and **INFINITE INNOVATIONS**, whose address is 8390 North Chateaux Drive, Hayden, Idaho 83835 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Consultant agreed to provide As-Needed Technical Resources for the Innovation and Technology Services Division and Project Management Office; and

WHEREAS, the initial contract provided for three (3) additional one-year renewals, with this being the first of those renewals.

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

1. CONTRACT DOCUMENTS.

The original Contract, dated March 9, 2022 and March 11, 2022, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Renewal shall become effective on February 1, 2024 and shall run through January 31, 2025.

3. COMPENSATION.

The City shall pay an estimated maximum annual cost not to exceed **ONE HUNDRED FIFTY THOUSAND AND 00/100 (\$150,000.00)** excluding applicable sales tax, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

4. DEBARMENT AND SUSPENSION.

The 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.

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

INFINITE INNOVATIONS

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Certificate of Debarment

**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)



< Business Lookup

License Information:

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

Entity name: INFINITE INNOVATIONS, LLC

Business name: INFINITE INNOVATIONS, LLC

Entity type: [Limited Liability Company](#)

UBI #: 604-461-949

Business ID: 001

Location ID: 0001

Location: Active

Location address: 9030 N HESS ST
UNIT 442
HAYDEN ID 83835-9827

Mailing address: 8390 N CHATEAUX DR
HAYDEN ID 83835-9193

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	Jun-30-2024	Jun-10-2019

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

Governing people	Title
BORK JR, DENNIS	

The Business Lookup information is updated nightly. Search date and time: 7/11/2023 9:48:46 AM

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/27/2023

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

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

PRODUCER James E Dickinson Insurance Inc 609 N Syringa Street Post Falls ID 83854		CONTACT NAME: Keith Kline PHONE (A/C, No, Ext): (208) 773-0504 E-MAIL ADDRESS: keith@dickinsononline.com		FAX (A/C, No): (208) 773-2805	
INSURED Infinite Innovations LLC 9030 N Hess St #442 Hayden ID 83835		INSURER(S) AFFORDING COVERAGE			NAIC #
		INSURER A: United States Liability Insurance Company			25895
		INSURER B: Hartford Insurance Company of the Midwest			37478
		INSURER C:			
		INSURER D:			
		INSURER E:			
		INSURER F:			

COVERAGES**CERTIFICATE NUMBER:** CL2322709320**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			MTK1559074G	02/19/2023	02/19/2024	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						BODILY INJURY (Per person) \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			34WECAM9GAU	08/12/2022	08/12/2023	BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER						PROPERTY DAMAGE (Per accident) \$
							EACH OCCURRENCE \$
							AGGREGATE \$
							\$
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER**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

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Agenda Sheet for City Council:

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

Committee Agenda type: Consent

Date Rec'd 2/14/2024

Clerk's File #

Renews # OPR 2019-0314

Cross Ref #

Council Meeting Date: 03/11/2024

Submitting Dept	INNOVATION & TECHNOLOGY	Project #	
------------------------	-------------------------	------------------	--

Contact Name/Phone	MICHAEL 625-6468	Bid #	
---------------------------	------------------	--------------	--

Contact E-Mail	MSLOON@SPOKANECITY.ORG	Requisition #	CR# 26039
-----------------------	------------------------	----------------------	-----------

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

Council Sponsor(s)	MCATHCART BWILKERSON ZZAPONE		
---------------------------	------------------------------	--	--

Agenda Item Name	5300 ORACLE'S PEOPLESOFT AND DATABASE ANNUAL SUPPORT		
-------------------------	--	--	--

Agenda Wording

Contract with Oracle America, Inc for Oracle license software maintenance and support for the City of Spokane. Contract term to begin 4/21/2024 - 4/20/2025. Contract amount is \$197,250.51, plus tax. Oracle was deemed a sole source in 2019.

Summary (Background)

Oracle America, Inc supports City's PeopleSoft Human Capital Management (HCM) System & Utility Billing Oracle database, which is utilized by various City Departments. Oracle Software was selected and implemented in 2009 for the City of Spokane's PeopleSoft Benefits, Payroll and Time & Labor software. Oracle Software is the only supplier of PeopleSoft licensing. 2023 contracted amount was \$206,053.07 plus tax. The decrease is due to a reduction in database licensing from the retirement of Cstar.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost	\$ 197,250.51
------------	---------------

Current Year Cost	\$ 197,250.51
-------------------	---------------

Subsequent Year(s) Cost	\$ 213,030.55
-------------------------	---------------

Narrative

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

Amount

Budget Account

Expense	\$ 197,250.51	# 5300-73300-18850-54820
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	SLOON, MICHAEL
<u>Division Director</u>	SLOON, MICHAEL
<u>Accounting Manager</u>	BUSTOS, KIM
<u>Legal</u>	HARRINGTON,
<u>For the Mayor</u>	JONES, GARRETT

Additional Approvals

<u>PURCHASING</u>	NECHANICKY, JASON

Distribution List

jake.camarillo@oracle.com	Accounting - ywang@spokanecity.org
Contract Accounting - ddaniels@spokanecity.org	Legal - mharrington@spokanecity.org
Purchasing - cwahl@spokanecity.org	IT - itadmin@spokanecity.org
Tax & Licenses	

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	February 26, 2024
Submitting Department	ITSD
Contact Name	Michael Sloon
Contact Email & Phone	msloon@spokanecity.org 625-6468
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	Oracle's PeopleSoft and Database Annual Software Maintenance & Support
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	Oracle America, Inc supports the City's PeopleSoft Human Capital Management (HCM) System and Utility Billing Oracle database, which is utilized by various City Departments. Oracle Software was selected and implemented in 2009 for the City of Spokane's PeopleSoft Benefits, Payroll and Time & Labor software. Oracle Software is the only supplier of PeopleSoft licensing. 2023 contracted amount was \$206,053.07 plus tax. 2024 contract amount is \$197,250.51 plus tax. The decrease is due to a reduction in database licensing from the retirement of Cstar. Term is April 21, 2024 – April 20, 2025.
Fiscal Impact	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Total Cost: <u>\$195,250.51 plus tax</u>	
Current year cost: <u>\$195,250.51 plus tax</u>	
Subsequent year(s) cost: \$213,030.55 plus tax	
Narrative: This request is for software maintenance and support which is contractually required by the software vendor.	
Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A	
Specify funding source: Select Funding Source*	
Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.	
Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
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 HCM system and Oracle database licensing.



14-Feb-24

Dear peggy lund

Your technical support services are due for renewal.

Support Service Number: 4656540

Support Start Date: 21-Apr-24

Amount Due: USD 197,250.51 (excluding applicable tax)

To avoid any interruption in these services, please complete your renewal by 22-Mar-24.

Oracle would like to thank you for your continued business.

Have a question? Call 1-888-545-4577, [Chat on My Support Renewals](#), or [find answers and get help](#).



Technical Support Services Renewal Order

General Information

Customer: CITY OF SPOKANE

Support Service Number: 4656540

Offer Expires: 20-Apr-24

Oracle: Oracle America, Inc.

Oracle Contact Information:

Oracle Premier Support Renewal Center

Call 1-888-545-4577

[Chat on My Support Renewals](#)

[Click to find answers and get help](#)

Online Renewals can be viewed and accepted on [My Support Renewals](#)

Customer Quote To

peggy lund

CITY OF SPOKANE

808 W Spokane Falls Blvd

Spokane

WA 99201

United States

509 6256954

klund@spokanecity.org

Customer Bill To

City of Spokane Attn. IT Admin

CITY OF SPOKANE

808 W SPOKANE FALLS BLVD

SPOKANE

WA 99201

United States

509-6256200

itadmin@spokanecity.org

"You" and "Your" as used in this renewal order, refer to the Customer listed above.

Please ensure the Quote To and Bill To details above are correct, especially the email addresses, as Oracle will usually deliver communications, including Your invoice, to the respective email address.

Service Details

Program Technical Support Services

Service Level: Software Update License & Support

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
Oracle Database Enterprise Edition - Processor Perpetual	3863575	2		FULL USE	21-Apr-24	20-Apr-25	21,798.97
Expansion - Reported Budget Perpetual	17569302	482		FULL USE	21-Apr-24	20-Apr-25	0.00
PeopleSoft Enterprise Benefits Administration - Enterprise Employee Perpetual	17569302	3000		FULL USE	21-Apr-24	20-Apr-25	16,818.19
PeopleSoft Enterprise ePerformance - Enterprise Employee Perpetual	17569302	3000		FULL USE	21-Apr-24	20-Apr-25	20,775.44
PeopleSoft Enterprise HCM Portal Pack - Enterprise Employee Perpetual	17569302	3000		FULL USE	21-Apr-24	20-Apr-25	2,374.34
PeopleSoft Enterprise Human Resources - Enterprise Employee Perpetual	17569302	3000		FULL USE	21-Apr-24	20-Apr-25	36,604.34
PeopleSoft Enterprise Payroll - Enterprise Employee Perpetual	17569302	3000		FULL USE	21-Apr-24	20-Apr-25	44,518.80
PeopleSoft Enterprise Pension Administration - Enterprise Employee Perpetual	17569302	3000		FULL USE	21-Apr-24	20-Apr-25	16,818.20
PeopleSoft Enterprise Recruiting Solutions - Enterprise Employee Perpetual	17569302	3000		FULL USE	21-Apr-24	20-Apr-25	14,839.60
PeopleSoft Enterprise Time and Labor - Enterprise Employee Perpetual	17569302	3000		FULL USE	21-Apr-24	20-Apr-25	21,764.74
Micro Focus Visual COBOL for Windows for 2 Named Users (Mfr is Microfocus; Third Party Program)	17660375	1		FULL USE	21-Apr-24	20-Apr-25	937.89

Program Technical Support Fees: USD 197,250.51

Total Price: USD 197,250.51

Excluding applicable tax

Notes

If Oracle accepts Your renewal order, the start date set forth in the Service Details table above shall serve as the commencement date of the technical support services and the technical support services ordered under this renewal order will be provided through the end date specified in the table for the applicable programs and/ or hardware ("Support Period").

If any of the fields listed in the Service Details table above are blank, then such fields do not apply to Your renewal.

Technical Support Services Terms

If the Customer and the Customer Quote To name identified in the General Information table above are not the same, CITY OF SPOKANE represents that Customer has authorized CITY OF SPOKANE to execute this renewal order on the Customer's behalf and to bind the Customer to the terms contained in this renewal order. CITY OF SPOKANE agrees that the services ordered are for the sole benefit of Customer and shall only be used by Customer. CITY OF SPOKANE agrees to advise Customer of the terms of this renewal order as well as any communications received from Oracle regarding the services.

If the Customer and the Customer Bill To name identified in the General Information table above are not the same, Customer agrees that: a) Customer has the ultimate responsibility for payments under this renewal order; and b) any failure of CITY OF SPOKANE to make timely payment per the terms of this renewal order shall be deemed a breach by Customer and, in addition to any other remedies available to Oracle, Oracle may terminate Customer's technical support service under this renewal order.

Technical support is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided for supported programs and/or hardware during the period for which fees for technical support have been paid, or for U.S. federal and public sector entities, the period for which services have been ordered. You should review the technical support policies prior to entering into this renewal order.

The current version of the technical support policies may be accessed at <http://www.oracle.com/us/support/policies/index.html>.

Regarding the inclusion of DFARS 252.204-7012, the parties agree that DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (OCT 2016), does not apply to the Commercial Off the Shelf (COTS) licenses or hardware, and does not apply to the associated technical support because Oracle will not process, collect, develop, receive, transmit, use, or store "covered defense information" on "covered contractor information systems" as defined in DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (OCT 2016), in performance of the associated technical support services ordered under this renewal quote, and the Government agrees that it will not provide "covered defense information" to Oracle in performance of the associated technical support services..

The technical support services renewed under this renewal order are governed by the terms and conditions of the US-PS-TSSA-848173 ("agreement"). Any use of the programs and/or hardware, which includes updates and other materials provided or made available by Oracle as a part of technical support services, is subject to the rights granted for the programs and/or hardware set forth in the order in which the programs and/or hardware were acquired.

This renewal order incorporates the agreement by reference. In the event of inconsistencies between the terms contained in this renewal order and the agreement, this renewal order shall take precedence.

Renewal Processing Details

Your renewal order is subject to Oracle's acceptance. Your renewal is considered complete when You provide Oracle with payment details for the renewal as detailed below or an executed Oracle Financing contract. Once completed, Your renewal cannot be cancelled and Your payment is nonrefundable, except as provided in the agreement. Oracle will issue an invoice to You upon receipt of a purchase order or a form of payment acceptable to Oracle.

If You are U.S. federal government or public sector entity, Oracle will issue You an invoice quarterly in arrears after the services are performed.

Unless you are an U.S. federal government entity, Oracle's invoice includes applicable sales tax, GST, or VAT (collectively referred to as "tax"). If CITY OF SPOKANE is a tax exempt organization and is not an U.S. federal government entity, a copy of CITY OF SPOKANE's tax exemption certificate must be submitted with CITY OF SPOKANE's purchase order, credit card, or other acceptable form of payment.

Technical Support fees are invoiced Quarterly in Arrears. All fees payable to Oracle are due within 30 NET from date of invoice.

You agree to pay any sales, value-added or other similar taxes imposed by applicable law, except for taxes based on Oracle's income. If CITY OF SPOKANE is a tax exempt organization, a copy of CITY OF SPOKANE's tax exemption certificate must be submitted with CITY OF SPOKANE's purchase order, check, credit card or other acceptable form of payment.

Payment Details

Purchase Order

If You are submitting a purchase order for the payment of the renewal of the technical support services on this renewal order, the purchase order must be in a non-editable format (e.g., PDF) and include the following information:

- Support Service Number: 4656540
- Total Price: USD 197,250.51 (excluding applicable tax)
- Local Tax, if applicable

In issuing a purchase order, CITY OF SPOKANE agrees that the terms of this renewal order and the agreement supersede the terms in the purchase order or any other non-Oracle document, and no terms included in any such purchase order or other non-Oracle document shall apply to the technical support services ordered under this renewal order.

Please contact Oracle per the General Information section above to issue Your purchase order.

Credit Card

If You wish to use a credit card to pay for the renewal of the technical support services on this renewal order, please contact Oracle per the General Information section above. Please note that Oracle is unable to process credit card transactions of USD \$100,000 or greater or transactions that are not in USD.

PayPal

If You wish to use PayPal to pay for the renewal of the technical support services on this renewal order, please contact Oracle per the General Information section above. Please note that Oracle is unable to process PayPal transactions of USD \$100,000 or greater or transactions that are not in USD.

eCheck

If You wish to use eCheck to pay for the renewal of the technical support services on this renewal order, please contact Oracle per the General Information section above. Please note that Oracle is unable to process eCheck transactions that are not in USD.

Check

If You are submitting a check for the payment of the renewal of the technical support services on this renewal order, the check must include the following information:

- Support Service Number: 4656540
- Total Price: USD 197,250.51 (excluding applicable tax)
- Local Tax, if applicable

In issuing a check, CITY OF SPOKANE agrees that only the terms of this renewal order and the agreement shall apply to the technical support services ordered under this renewal order. No terms attached or submitted with the check shall apply.

Checks for technical support services ordered under this renewal order should be sent to:

AK, AZ, CA, HI, ID, NV, OR, UT, WA:

Oracle America, Inc
PO Box 884471
Los Angeles, CA 90088-4471

All Other States:

Oracle America, Inc
PO Box 203448
Dallas, TX 75320-3448

Payment Confirmation

If You cannot pay using any of the payment methods described above, please complete this payment confirmation and submit it to Oracle. Please initial the following statement that best applies to You.

- CITY OF SPOKANE does not issue purchase orders.
- CITY OF SPOKANE does not require a purchase order for the services ordered hereto.

CITY OF SPOKANE certifies that the information provided above is accurate and complies with CITY OF SPOKANE's business practices in entering into this renewal order, including obtaining all necessary approvals to release the funds for this renewal. In issuing this payment confirmation, CITY OF SPOKANE agrees that the terms of this renewal order and the agreement shall apply to the technical support services ordered under this renewal order. No terms attached or submitted with the payment confirmation shall apply.

The signature below affirms CITY OF SPOKANE's commitment to pay for the services ordered in accordance with the terms of this renewal order.

CITY OF SPOKANE

Authorized Signature

Name

Title

Signature Date

Please contact Oracle per the General Information section above to issue Your Payment Confirmation.



< Business Lookup

License Information:

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

Entity name: ORACLE AMERICA, INC.

Business name: ORACLE AMERICA, INC.

Entity type: [Profit Corporation](#)

UBI #: 601-091-507

Business ID: 001

Location ID: 0002

Location: Active

Location address: 411 108TH AVE NE
STE 900
BELLEVUE WA 98004-8419

Mailing address: PO BOX 5200
BELMONT CA 94002-5200

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
Aberdeen General Business - Non-Resident	21117			Active		Mar-01-2000
Bellingham General Business	021260			Active		Feb-10-1997
Bothell General Business - Non-Resident	5295			Active	Sep-30-2024	Jul-16-2021
Bremerton General Business - Non-Resident	25945			Active	Sep-30-2024	Jan-01-2007
Burien General Business - Non-Resident	07575			Active	Sep-30-2024	Mar-23-2009
Longview General Business - Non-Resident	585176			Active	Sep-30-2024	Sep-15-2010
Olympia General Business - Non-Resident	1947			Active	Sep-30-2024	Sep-27-2010
Spokane General Business - Non-Resident	T12068092BUS			Active	Sep-30-2024	Oct-15-2012

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

Governing people	Title
CATZ, SAFRA	
HIGGINS, BRIAN S	
HILBRICH, GREGORY	
KEHRING, DOUGLAS	

Registered Trade Names

Registered trade names	Status	First issued
ORACLE AMERICA, INC.	Active	Nov-12-2010

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The Business Lookup information is updated nightly. Search date and time: 9/29/2023 7:55:33 AM

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

2/13/2024

Clerk's File #**Renews #**

OPR 2023-0315

Cross Ref #**Council Meeting Date:** 03/11/2024**Submitting Dept**

INNOVATION & TECHNOLOGY

Project #**Contact Name/Phone**

MICHAEL 625-6468

Bid #

WA STATE# 05819

Contact E-Mail

MSLOON@SPOKANECITY.ORG

Requisition #

CR# 26014

Agenda Item Type

Contract Item

Council Sponsor(s)

MCATHCART BWILKERSON ZZAPONE

Agenda Item Name

5300 – COMPUNET CISCO SMARTNET RENEWAL

Agenda Wording

Contract with Compunet for Cisco Smartnet renewal. Contract renewal term 03/01/2024 through 02/28/2025, for a total cost of \$354,142.90 plus applicable sales tax.

Summary (Background)

The City of Spokane uses Cisco switches/routers as the primary network connection device and Cisco Call Manager for our telephone system. SmartNet is the maintenance and support portion needed for these critical products. Renewal includes one year of licensing, maintenance, and support for Cisco products. Utilizing WA State Contract# 05819 (NASPO AR3227). Last year's contract cost was \$308,270.38, plus sales tax.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 386,015.76

Current Year Cost \$ 386,015.76

Subsequent Year(s) Cost \$

Narrative

SmartNet is the maintenance and support portion needed for critical Cisco switches, routers and firewalls for network connectivity, security, and remote access.

Amount**Budget Account**

Expense \$ 354,142.90 # 5300-73200-18850-54804 before tax

Select \$ #

Select \$ #

Select \$ #

\$ #

\$ #



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	SLOON, MICHAEL
<u>Division Director</u>	SLOON, MICHAEL
<u>Accounting Manager</u>	BUSTOS, KIM
<u>Legal</u>	HARRINGTON,
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>PURCHASING</u>	WAHL, CONNIE

Distribution List

dcasey@compunet.biz	Accounting - ywang@spokanecity.org
Contract Accounting - ddaniels@spokanecity.org	Legal - mharrington@spokanecity.org
Purchasing - cwahl@spokanecity.org	IT - itadmin@spokanecity.org
Tax & Licenses	

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	February 26 th , 2024
Submitting Department	IT
Contact Name	Michael Sloon
Contact Email & Phone	msloon@spokanecity.org & 625-6468
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: 5 min.
Agenda Item Name	5300 – Compunet Cisco SmartNet Renewal
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>Contract with Compunet for our Cisco Smartnet renewal. Contract renewal term 03/01/2024 through 02/28/2025, for a total cost of \$354,142.90 plus applicable sales tax. The City of Spokane uses Cisco switches/routers as the primary network connection device and Cisco Call Manager for our telephone system. SmartNet is the maintenance and support portion needed for these critical products. Renewal includes one year of licensing, maintenance, and support for Cisco products. Utilizing WA State Contract# 05819 (NASPO AR3227). Last year's contract cost was \$308,270.38, plus sales tax.</p> <p>*use the Fiscal Impact box below for relevant financial information</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$354,142.90 + tax</u></p> <p> Current year cost: \$354,142.90 + tax</p> <p> Subsequent year(s) cost:</p> <p>Narrative: SmartNet is the maintenance and support portion needed for critical Cisco switches, routers and firewalls for network connectivity, security, and remote access.</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? 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>	
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 – IT Licensing and Support	
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 – IT Licensing and Support	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	

All network infrastructure devices are routinely tracked and managed. ITSD also routinely evaluates the effectiveness of the incumbent vendor and analyzes other vendors' solutions for improvements and cost advantages over the current 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?

This service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service by providing a stable, current, redundant and resilient network infrastructure.



CITY OF SPOKANE
CONTRACT RENEWAL
1 of 4
Title: CISCO SMARTNET SUPPORT
AND MAINTENANCE

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **COMPUNET, INC.**, whose address is 505 South Florence Street, Grangeville, Idaho 83530 as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Company agreed to provide Cisco Smartnet Support and Maintenance; and

WHEREAS, the initial contract provided for four (4) additional one (1) year renewals, with this being the first of those renewals.

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

1. CONTRACT DOCUMENTS.

The original Contract, dated March 16, 2023 and March 19, 2023, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Renewal shall become effective on March 1, 2024 and shall run through February 28, 2025.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **THREE HUNDRED FIFTY-FOUR THOUSAND ONE HUNDRED FORTY-TWO AND 90/100 DOLLARS (\$354,142.90)**, plus applicable sales tax, in accordance with Company's Quote Number PT229101, dated January 19, 2024, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

4. DEBARMENT AND SUSPENSION.

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

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

COMPUNET, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

- Attachment A – Certification Regarding Debarment
- Attachment B - Company's Quote Number PT229101, dated January 19th, 2024

24-009

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

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

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

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

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

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

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

<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)

ATTACHMENT B

Smartnet Renewal 2024-2025

Contract Information
WA, NASPO, AR3227 #05819

Quote Information:	Prepared for:	Bill To:	Ship To:
Quote #: PT229101	City of Spokane	City of Spokane	City of Spokane
Version: 1	Carlos Plascencia	IT Admin	Carlos Plascencia
Quote Date: 01/19/2024	5096256399	808 W Spokane Falls Blvd	808 W Spokane Falls Blvd
Expiration Date: 02/04/2024	cplascencia@spokanecity.org	Spokane, WA 99201-3301	Spokane, WA 99201-3301
		itadmin@spokanecity.org	

Support

Manufacturer Part Number	Product Details	Qty	List Price	Price	Ext. Price
Smrntn Rnwl - HW/SW	Cisco Smartnet HW + SW Renewal Quote 382055531 (end date 02-28-2025) Contract: 204411516 205024958 202572051	1	\$426,094.12	\$354,142.90	\$354,142.90
				Subtotal:	\$354,142.90

Quote Summary

Description	Amount
Support	\$354,142.90
Total:	\$354,142.90

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel any order arising from pricing or other errors. If Customer is purchasing a subscription-based product, Customer agrees to pay all charges for the complete term of the subscription. By signing below or issuing a Purchase Order, Customer agrees to CompuNet's standard terms and conditions, which can be reviewed [here](#), provided, that if Customer and CompuNet are parties to a currently effective Master Product Purchase and Services Agreement (MSA), the terms and conditions of such MSA shall control and shall supersede these standard terms and conditions. Your electronic signature, per the Electronic Signature Act, is considered equivalent to your signed and faxed signature, and allows you to accept and place your order. This Quote becomes binding and noncancelable upon Customer's return to CompuNet of acceptance. A copy of this acceptance and the attached proposal document will be sent to your email address to complete your order acceptance. You are NOT required to electronically sign your order, you may fax or email your signed proposal to your Account Executive.

City of Spokane

Signature: _____

Name: _____

Title: _____

Date: _____

PO Number: _____



< Business Lookup

License Information:

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

Entity name: COMPUNET, INC.
Business name: COMPUNET, INC.
Entity type: Profit Corporation
UBI #: 602-742-439
Business ID: 001
Location ID: 0001
Location: Active
Location address: 505 S FLORENCE ST
 GRANGEVILLE ID 83530-2324
Mailing address: 1111 S SILVERSTONE WAY
 STE 200
 MERIDIAN ID 83642-7381

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

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

Endorsements held at this locati	License #	Count	Details	Status	Expiration date	First issuance d
Chehalis General Business - Non-Resident	14-5298			Active	Mar-31-2024	Sep-11-2014

Endorsements

Endorsements held at this locati	License #	Count	Details	Status	Expiration date	First issuance d
Non-Resident						
Kennewick General Business - Non-Resident				Active	Mar-31-2024	Oct-01-2020
Liberty Lake General Business - Non-Resident				Active	Mar-31-2024	Jan-29-2021
Moses Lake General Business - Non-Resident	BUS2020-0645			Active	Mar-31-2024	Sep-28-2020
Pasco General Business - Non-Resident	36914			Active	Mar-31-2024	Oct-13-2020



Endorsements held at this locati	License #	Count	Details	Status	Expiration date	First issuance d
Richland General Business - Non-Resident				Active	Mar-31-2024	Sep-30-2020
Spokane General Business - Non-Resident				Active	Mar-31-2024	Jan-08-2021
Sumner General Business - Non-Resident				Active	Mar-31-2024	Feb-01-2021
Vancouver General Business - Non-Resident				Active	Mar-31-2024	Sep-28-2020
Walla Walla General Business - Non-Resident				Active	Mar-31-2024	Oct-10-2020
Wenatchee General Business - Non-Resident				Active	Mar-31-2024	Sep-28-2020

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

Governing people	Title
ENGSTROM, BROOKS	
MCFARLIN, TOM	
SCHOO, DAWN	
SCHOO, NOLAN B.	

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The Business Lookup information is updated nightly. Search date and time: 4/4/2023 3:34:00 PM

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Committee Agenda Sheet

Finance & Administration Committee

Committee Date	February 12, 2024
Submitting Department	Legal
Contact Name	Mike Piccolo
Contact Email & Phone	mpiccolo@spokanecity.org ; 625-6237
Council Sponsor(s)	<u>CM Cathcart and CP Wilkerson</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Settlement Resolution
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	Approving settlement of claim of Maryann Bouttu. Ms. Bouttu is the plaintiff in a Spokane County Superior Court matter where she alleged she was injured when she tripped on a City sidewalk on Spokane Falls Blvd. in March of 2022. Plaintiff alleged the City's negligence proximately caused her injuries.
Fiscal Impact Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>100,000</u> Current year cost: Subsequent year(s) cost:	
Narrative: <u>From Claims</u>	
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Select Funding Source* Is this funding source sustainable for future years, months, etc.? Click or tap here to enter text.	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? <u>N/A</u>	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A	

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

RESOLUTION RE SETTLEMENT OF
CIVIL CLAIMS AGAINST CITY OF SPOKANE

WHEREAS, Maryann Bouttu, (hereinafter "Plaintiff"), filed a complaint for personal injuries on February 3, 2023, in Spokane County Superior Court, arising from an incident that occurred on March 10, 2022; and

WHEREAS, Plaintiff alleges injury as a result of the actions of the City of Spokane and its employees and asserts financial damages from medical bills, loss of earnings, impairment of earning capacity, other out-of-pocket expenses and other special damages; and

WHEREAS, the City has determined to resolve all claims with Plaintiff, and any third parties, who may claim a subrogated interest against the City, its officers, agents, employees and contractors, for a payment of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00); and

WHEREAS, Plaintiff has agreed to accept said payment and the terms outlined above, and in return to provide a release of all claims to the City in his underlying lawsuit entitled *Maryann Bouttu v. the City of Spokane; Diamond Parking; Brian and Jane Doe Winter; Bruce and Jane Doe Winter*, Cause No. 23-2-00422-32, dismissing her lawsuit as to the City of Spokane with prejudice.

NOW THEREFORE, be it resolved by the City Council of the City of Spokane:

That the City of Spokane authorizes the payment to Plaintiff in the amount of \$100,000. In return the Plaintiff will provide a signed release to the City fully extinguishing all claims in connection with the claim and lawsuit entitled *Maryann Bouttu v. the City of Spokane; Diamond Parking; Brian and Jane Doe Winter; Bruce and Jane Doe Winter*, Cause No. 23-2-00422-32, pledging to fully protect and indemnify the City of Spokane, its officers, agents, employees and contractors, against all loss or liability in connection with said claim, and dismissing the lawsuit with prejudice.

ADOPTED by the City Council this _____ day of March, 2024.

City Clerk

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council:

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

Committee Agenda type: Consent

Date Rec'd 2/14/2024

Clerk's File #

Renews # OPR 2022-0412

Cross Ref #

Council Meeting Date: 03/11/2024

Submitting Dept	INNOVATION & TECHNOLOGY	Project #	
------------------------	-------------------------	------------------	--

Contact Name/Phone	MICHAEL 625-6468	Bid #	RFP 5435-21
---------------------------	------------------	--------------	-------------

Contact E-Mail	MSLOON@SPOKANECITY.ORG	Requisition #	MASTER
-----------------------	------------------------	----------------------	--------

Agenda Item Type	Contract Item		
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Council Sponsor(s)	MCATHCART BWILKERSON ZZAPONE		
---------------------------	------------------------------	--	--

Agenda Item Name	5300 VOLT - TECHNICAL SERVICES FOR PMO & ITSD PROJECTS		
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Agenda Wording

Contract with Volt Management Corp. for technical services in support of PMO and ITSD projects. Requesting \$150,000. Term is May 1, 2024-April 30, 2025.

Summary (Background)

The PMO, CHHS, and ITSD currently manages several projects that occasionally require augmentation to City resources. Specific contracting needs will be in the areas of Project Management, Business Analysis, Software Development and Infrastructure support. Volt Management, was a successful bidder under RFP 5435-21 to be contracted for various PMO and ITSD projects. Previous term was May 1, 2022 - April 30, 2024 for \$350,000 per year.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost	\$ 150,000.00
------------	---------------

Current Year Cost	\$ 150,000.00
-------------------	---------------

Subsequent Year(s) Cost	\$ 150,000.00
-------------------------	---------------

Narrative

This request is for professional services in support of PMO and ITSD funded projects.

Amount

Budget Account

Expense	\$ 150,000.00
---------	---------------

#	Various Accounts
---	------------------

Select	\$
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#

Select	\$
--------	----

#

Select	\$
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#

	\$
--	----

#

	\$
--	----

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	SLOON, MICHAEL
<u>Division Director</u>	SLOON, MICHAEL
<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

BBurnett@volt.com	Accounting - ywang@spokanecity.org
Contract Accounting - ddaniels@spokanecity.org	Legal - mharrington@spokanecity.org
Purchasing - cwahl@spokanecity.org	IT - itadmin@spokanecity.org
Tax & Licenses	

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	February 26, 2024
Submitting Department	IT
Contact Name	Michael Sloon
Contact Email & Phone	msloon@spokanecity.org 625-6468
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	Contract for Technical Services for PMO and ITSD Projects
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	The PMO, CHHS and ITSD currently manages several projects that occasionally require augmentation to City resources. Specific contracting needs will be in the areas of Project Management, Business Analysis, Software Development and Infrastructure support. Volt Management, was a successful bidder under RFP 5435-21 to be contracted for various PMO and ITSD projects. Previous term was May 1, 2022 – April 30, 2024 for \$300,000. Current term is May 1, 2024 – April 30, 2025 for \$150,000.
Summary (Background)	*use the Fiscal Impact box below for relevant financial information
Fiscal Impact Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$150,000</u> Current year cost: \$150,000 Subsequent year(s) cost: \$150,000 Narrative: This request is for professional services in support of PMO and ITSD funded projects. Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Select Funding Source* Is this funding source sustainable for future years, months, etc? Click or tap here to enter text. Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
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 contract with Volt for technical services.



City of Spokane
CONTRACT RENEWAL
1 of 3
Title: TECHNICAL RESOURCES

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **VOLT WORKFORCE SOLUTIONS, a division of VOLT MANAGEMENT, CORP.**, whose address is 2401 N. Glassell St., Orange, California 92865, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Company agreed to provide Technical Resources for the Project Management Office, CHHS, and Innovation and Technology Services Division; and,

WHEREAS, the initial contract provided for 3 additional one-year renewals, with this being the first of those renewals.

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

1. CONTRACT DOCUMENTS.

The original Contract, effective May 1, 2022, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE TERM.

This Contract Renewal shall become effective on May 1, 2024 and shall run through April 30, 2025.

3. COMPENSATION.

The City shall pay an estimated maximum annual cost not to exceed **ONE HUNDRED FIFTY THOUSAND AND 00/100 (\$150,000.00)**, plus tax, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

4. DEBARMENT AND SUSPENSION.

The Company has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or

ineligible from participation in Federal Assistance Programs under Executive Order 12549 and “Debarment and Suspension”, codified at 29 CFR part 98.

5. In the event of any conflict or inconsistency between the terms of the Contract and the terms of this Contract Renewal, the terms of this Contract Renewal shall control, and any terms in the Contract which are different from or inconsistent with the terms of this Contract Renewal shall be deemed to be void and of no effect whatsoever.

Except as modified herein, all other terms and conditions of the original Agreement thereto shall remain unchanged and in full force and effect.

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

**VOLT WORKFORCE SOLUTIONS, a division
of VOLT MANAGEMENT, 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:
Certificate of Debarment

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

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

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

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

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

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

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

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



< Business Lookup

License Information:

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

Entity name: VOLT MANAGEMENT CORP.

Business name: VOLT MANAGEMENT CORP

Entity type: [Profit Corporation](#)

UBI #: 601-516-248

Business ID: 001

Location ID: 0023

Location: Active

Location address: 1420 N MULLAN RD
STE 110
SPOKANE VALLEY WA 99206-4333

Mailing address: TAX DEPT
PO BOX 13500
ORANGE CA 92857-8500

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 date
Spokane General Business - Non-Resident	T12033544BUS			Active	Dec-31-2024	Oct-15-2012
Spokane Valley General Business				Active	Dec-31-2024	May-05-2016

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

Governing people	Title
ESCOFFERY, RICHARD	
GOEL, PANKAJ	
HOWELL, DIANE	
SARDANA, RAJIV	



Registered Trade Names

Registered trade names	Status	First issued
VOLT SERVICES GROUP	Active	Jul-14-1994
VOLT WORKFORCE SOLUTIONS	Active	Jun-06-2007

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 12/28/2023 2:18:48 PM

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/31/2023

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

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

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C. No. Ext): 1-877-945-7378 FAX (A/C. No.): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Volt Workforce Solutions A Division of Volt Management Corp 2401 North Glassell Street Orange, CA 92865	INSURER A: National Union Fire Insurance Company of P NAIC # 19445	
	INSURER B: AIU Insurance Company 19399	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** W28568018 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6882255	03/31/2023	03/31/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			7031088	03/31/2023	03/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 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 <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 25,000			BE 033463130	03/31/2023	03/31/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	N/A	WC 015824921	03/31/2023	03/31/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

City of Spokane, Snapshot CON000000012854
Agreement Executed 06/30/22

Certificate Holder is included as an Additional Insured as respects to General Liability and Umbrella/Excess Liability.

CERTIFICATE HOLDER

City of Spokane
808 W. Spokane Falls Blvd.
Spokane, WA 99201

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
[Signature]

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 02/26/2024**Committee Agenda type:** Consent**Council Meeting Date:** 03/11/2024

Date Rec'd	2/13/2024
Clerk's File #	
Renews #	OPR 2023-0470
Cross Ref #	RES 2018-0022 & RES 2017-0027

Submitting Dept	INNOVATION & TECHNOLOGY	Project #	
Contact Name/Phone	MICHAEL 625-6468	Bid #	SOLE SOURCE
Contact E-Mail	MSLOON@SPOKANECITY.ORG	Requisition #	CR# 26028
Agenda Item Type	Contract Item		
Council Sponsor(s)	MCATHCART BWILKERSON ZZAPONE		
Agenda Item Name	5300 - JOURNAL TECHNOLOGIES (ESERIES) ANNUAL SOFTWARE		

Agenda Wording

Contract with Journal Technologies for eSeries Annual Software Maintenance & Support. Contract term is March 1, 2024 - March 7, 2025. Contract cost is \$169,213.51, including tax.

Summary (Background)

This contract is necessary to obtain software upgrades for all eSeries and to receive JTI's Help Desk support. JTI is the only authorized firm to provide maintenance services on the eSeries software system. This year's cost is \$169,213.51, including tax. Last year's cost was \$167,413.60 including tax. Increase is due to CPI.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost	\$ 169,213.51
Current Year Cost	\$ 169,213.51
Subsequent Year(s) Cost	\$ 169,213.51

Narrative

This request is for software upgrades for all eSeries and to receive JTI's Help Desk support.

Amount**Budget Account**

Expense	\$ 169,213.51	# 5300-73300-18850-54820
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	SLOON, MICHAEL
<u>Division Director</u>	SLOON, MICHAEL
<u>Accounting Manager</u>	BUSTOS, KIM
<u>Legal</u>	HARRINGTON,
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>PURCHASING</u>	WAHL, CONNIE

Distribution List

dhemnani@journaltech.com	Accounting - ywang@spokanecity.org
Contract Accounting - ddaniels@spokanecity.org	Legal - mharrington@spokanecity.org
Purchasing - cwahl@spokanecity.org	IT - itadmin@spokanecity.org
Tax & Licenses	

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	February 26, 2024
Submitting Department	IT
Contact Name	Michael Sloon
Contact Email & Phone	msloon@spokanecity.org 625-6468
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	Journal Technologies, Inc (eSeries) Annual Software Maintenance and Support
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	This contract is necessary in order to obtain software upgrades for all eSeries and to receive JTI's Help Desk support. JTI is the only authorized firm to provide maintenance services on the eSeries software system. Last year's cost was \$167,413.60 including tax. This year's cost is \$169,213.50 including tax. Increase is due to CPI. Contract period is March 1, 2024 – March 7, 2025.
*use the Fiscal Impact box below for relevant financial information	
Fiscal Impact	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$169,213.50</u> Current year cost: \$169,213.50 Subsequent year(s) cost: \$169,213.50 plus CPI	
Narrative: This request is for software upgrades for all eSeries and to receive JTI's Help Desk support.	
Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Select Funding Source* Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.	
Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
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 contract with Journal Technologies, Inc technical services.



City of Spokane
CONTRACT RENEWAL
1 of 4
Title: eSERIES CASE MANAGEMENT SYSTEM
LICENSING, SUPPORT AND MAINTENANCE

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **JOURNAL TECHNOLOGIES, INC.**, whose address is 832 South 100 West, Logan, Utah 84321, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Company agreed to provide eSERIES Case Management System Licensing, Support and Maintenance; and,

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

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

1. CONTRACT DOCUMENTS.

The original Contract, dated May 15, 2023 and May 26, 2023, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE TERM.

This Contract Renewal shall become effective on March 1, 2024 and shall run through March 7, 2025.

3. COMPENSATION.

The City shall pay an estimated maximum annual cost not to exceed **ONE HUNDRED SIXTY-NINE THOUSAND TWO HUNDRED THIRTEEN AND 51/100 (\$169,213.51)**, including tax, in accordance with Invoice Nos. JI3186 and JI3169, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

4. DEBARMENT AND SUSPENSION.

The Company has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or

ineligible from participation in Federal Assistance Programs under Executive Order 12549 and “Debarment and Suspension”, codified at 29 CFR part 98.

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

JOURNAL TECHNOLOGIES, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Certificate of Debarment
Invoice Nos. JI3186 and JI3169

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

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

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

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

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

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

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

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

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

Invoice

Page: 1

JOURNAL TECHNOLOGIES, INC.

915 E 1st Street

Los Angeles, CA 90012 USA
accounting@journaltech.com

Phone: 213-229-5300

Number: JI3169

Date: 1/18/2024

Salesperson:

Customer: 3159

Please make check payable to: Journal Technologies, Inc., 915 E. 1st Street, Los Angeles, CA 90012

Sold To	Ship To
SPOKANE MUNICIPAL COURT Attn: City of Spokane ITSD Dept 808 West Spokane Falls Blvd Spokane. WA 99201 USA	SPOKANE MUNICIPAL COURT Attn: City of Spokane ITSD Dept 808 West Spokane Falls Blvd Spokane, WA 99201 USA

Customer P.O.	Ship Via	F.O.B	Terms
			Net 30 days

Description	Qty Shipped	Price	Amount
91 Users Lic Maint +70 Users (17 Prob+26 Public Def+27 Pros) +14 Users (20% for Unlimited Gov. Agencies) +7 Users (10% Unlimited Public Portal) Total = [(50 users x \$1,050 X 1.03 CPI Increase=\$54,075) + (41 users x \$840 x 1.03 CPI Increase= \$35,473.20)]= \$89,548.20	1.00	89,548.20	89,548.20
Taxes - 9%	1.00	8,059.34	8,059.34
----- LAST ITEM -----			

91 eProb/ePub/ePros licenses-3/1/2024 - 2/28/2025	Subtotal 97,607.54 Freight 0.00 Sales Tax 0.00 Trade Discount 0.00 Payment/Credit Amount 0.00 Balance 97,607.54
---	--

Invoice

JOURNAL TECHNOLOGIES, INC.
 915 E 1st Street
 Los Angeles, CA 90012 USA
 accounting@journaltech.com
 Phone: 213-229-5300

Page: 1

Number: JI3186
 Date: 1/29/2024

Salesperson:
 Customer: 3159

Please make check payable to: Journal Technologies, Inc., 915 E. 1st Street, Los Angeles, CA 90012

Sold To	Ship To
SPOKANE MUNICIPAL COURT Attn: City of Spokane ITSD Dept 808 West Spokane Falls Blvd Spokane. WA 99201 USA	SPOKANE MUNICIPAL COURT Attn: City of Spokane ITSD Dept 808 West Spokane Falls Blvd Spokane, WA 99201 USA

Customer P.O.	Ship Via	F.O.B	Terms
			Net 30 days

Description	Qty Shipped	Price	Amount
Annual eCourt License, Maint, & Support 65 eCourt (50 User) (5 for 10%) (10 for 20%) \$981.23 x 1.03 CPI Increase x 65 Users = \$65,693.55	1.00	65,693.55	65,693.55
Taxes \$65,693.55 x 9%= \$5,912.42	1.00	5,912.42	5,912.42
----- LAST ITEM -----			

65 eCourt Lic,Maint,& Support -3/8/24 to 3/7/25	Subtotal	71,605.97
	Freight	0.00
	Sales Tax	0.00
	Trade Discount	0.00
	Payment/Credit Amount	0.00
	Balance	71,605.97



< Business Lookup

License Information:

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

Entity name: JOURNAL TECHNOLOGIES, INC.

Business name: JOURNAL TECHNOLOGIES, INC.

Entity type: [Profit Corporation](#)

UBI #: 602-789-541

Business ID: 001

Location ID: 0001

Location: Active

Location address: 915 E 1ST ST
LOS ANGELES CA 90012-4050

Mailing address: 915 E 1ST ST
LOS ANGELES CA 90012-4050

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
Federal Way General Business - Non-Resident	16-101615-00-I			Active	Dec-31-2024	Apr-04-2016
Spokane General Business - Non-Resident	T11052911BUS			Active	Dec-31-2024	Oct-15-2012

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

Governing people	Title
JOURNAL TECHNOLOGIES, INC.	

Registered Trade Names

Registered trade names	Status	First issued
JOURNAL TECHNOLOGIES, INC.	Active	Nov-23-2021

[View Additional Locations](#)



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Check if your browser is supported





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/4/2024

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 Bolton Insurance Services LLC 3475 E. Foothill Blvd., Suite 100 Pasadena, CA 91107 www.boltonco.com 6004772	CONTACT NAME: PHONE (A/C, No. Ext): (626) 799-7000 FAX (A/C, No): (626) 583-2117														
	E-MAIL ADDRESS: <table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: The Hanover Insurance Company</td> <td>22292</td> </tr> <tr> <td>INSURER B: Allmerica Financial Benefit Insurance Co</td> <td>41840</td> </tr> <tr> <td>INSURER C: Sentinel Insurance Company, Ltd.</td> <td>11000</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: The Hanover Insurance Company	22292	INSURER B: Allmerica Financial Benefit Insurance Co	41840	INSURER C: Sentinel Insurance Company, Ltd.	11000	INSURER D:		INSURER E:		INSURER F:
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INSURER C: Sentinel Insurance Company, Ltd.	11000														
INSURER D:															
INSURER E:															
INSURER F:															
INSURED Journal Technologies, Inc. Daily Journal Corporation 915 E. First Street Los Angeles CA 90012															

COVERAGES

CERTIFICATE NUMBER: 78096789

REVISION NUMBER:

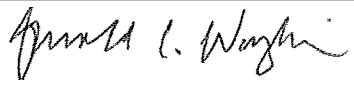
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR Deductible \$0 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ZH3-H468926-03	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY NO OWNED AUTOS			AW3-H474940-03	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$0			UH3-H468932-03	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
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		N/A	72WEAV5AXX	1/1/2024	1/1/2025	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Errors & Omissions Liability / Cyber and Privacy Security Liability CLAIMS MADE FORM			LH3-H469016-03	1/1/2024	1/1/2025	Limit \$10,000,000 Each Claim Limit: \$10,000,000 Aggregate Retention \$100,000
A	Crime - Employee Theft			ZH3-H468926-03	1/1/2024	1/1/2025	Limit \$150,000

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

GL Additional Insured applies per 42129150615 attached, only if required by written contract/agreement.
 Additional Insured(s): City of Spokane.

CERTIFICATE HOLDER**CANCELLATION**

City of Spokane 808 W Spokane Falls Blvd, 7th Floor, 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  Ron Wanglin

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ACORD 25 (2016/03)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

1.	Additional Insured by Contract, Agreement or Permit	Included
2.	Additional Insured – Primary and Non-Contributory	Included
3.	Blanket Waiver of Subrogation	Included
4.	Bodily Injury Redefined	Included
5.	Broad Form Property Damage – Borrowed Equipment, Customers Goods & Use of Elevators	Included
6.	Knowledge of Occurrence	Included
7.	Liberalization Clause	Included
8.	Medical Payments – Extended Reporting Period	Included
9.	Newly Acquired or Formed Organizations - Covered until end of policy period	Included
10.	Non-owned Watercraft	51 ft.
11.	Supplementary Payments Increased Limits	
	- Bail Bonds	\$2,500
	- Loss of Earnings	\$1000
12.	Unintentional Failure to Disclose Hazards	Included
13.	Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II – WHO IS AN INSURED:**

Additional Insured by Contract, Agreement or Permit

- a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy is an additional insured 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, but only with respect to:

- (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

- (2) Premises you own, rent, lease or occupy; or

- (3) Your maintenance, operation or use of equipment leased to you.

- b. The insurance afforded to such additional insured described above:

- (1) Only applies to the extent permitted by law; and

- (2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.
 - (4) Will not be broader than coverage provided to any other insured.
 - (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.
- c. This provision does not apply:
- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
 - (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
 - (3) To any lessor of equipment:
 - (a) After the equipment lease expires; or
 - (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor
 - (4) To any:
 - (a) Owners or other interests from. whom land has been leased which takes place after the lease for the land expires; or
 - (b) Managers or lessors of premises if:
 - (i) The occurrence takes place after you cease to be a tenant in that premises; or
 - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
 - (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.
- This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and

advertising injury" involved the rendering of or failure to render any professional services by or for you.

- d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

- 1. Required by the contract, agreement or permit described in Paragraph a.; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

2. Additional Insured – Primary and Non-Contributory

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other insurance**:

Additional Insured – Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II – WHO IS AN INSURED**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss covered under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- (1) For the sole negligence of the Additional Insured;
- (2) When the Additional Insured is an Additional Insured under another primary liability policy; or
- (3) when b. below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

- (1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;
 - (c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**.
- (2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- (3) When this insurance is excess over other Insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each

insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers

3. Blanket Waiver of Subrogation

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

4. Bodily Injury Redefined

SECTION V – DEFINITIONS, Definition 3. "bodily injury" is replaced by the following:

- 3. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

5. Broad Form Property Damage – Borrowed Equipment, Customers Goods, Use of Elevators

- a. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2. **Exclusions** subparagraph j. is amended as follows:

Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

- b. The following is added to **SECTION V – DEFINITIONS**:

24. "Customers goods" means property of your customer on your premises for the purpose of being:

- a. worked on; or
- b. used in your manufacturing process.
- c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent

6. Knowledge of Occurrence

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **2. Duties in the Event of Occurrence, Offense, Claim or Suit**:

- e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.

7. Liberalization Clause

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

Liberalization Clause

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

8. Medical Payments – Extended Reporting Period

- a. **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS**, Paragraph **1. Insuring Agreement**, subparagraph **a.(3)(b)** is replaced by the following:
 - (b) The expenses are incurred and reported to us within three years of the date of the accident; and
- b. This coverage does not apply if **COVERAGE C – MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Part or by endorsement.

9. Newly Acquired Or Formed Organizations

SECTION II – WHO IS AN INSURED, Paragraph **3.a.** is replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.

10. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph **2. Exclusions**, subparagraph **g.(2)** is replaced by the following:

g. Aircraft, Auto Or Watercraft

- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

11. Supplementary Payments Increased Limits

SECTION I – SUPPLEMENTARY PAYMENTS COVERAGES A AND B, Paragraphs **1.b.** and **1.d.** are replaced by the following:

- 1.b.** Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- 1.d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1000 a day because of time off from work.

12. Unintentional Failure to Disclose Hazards

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **6. Representations**:

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

13. Unintentional Failure to Notify

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **2. Duties in the Event of Occurrence, Offense, Claim or Suit**:

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.



Agenda Sheet for City Council:

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

Committee Agenda type: Consent

Date Rec'd 2/13/2024

Clerk's File #

Renews # OPR 2023-0313

Cross Ref #

Council Meeting Date: 03/11/2024

Submitting Dept	INNOVATION & TECHNOLOGY	Project #	
------------------------	-------------------------	------------------	--

Contact Name/Phone	MICHAEL 625-6468	Bid #	GS-35F-267DA
---------------------------	------------------	--------------	--------------

Contact E-Mail	MSLOON@SPOKANECITY.ORG	Requisition #	CR# 26015
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Agenda Item Type	Contract Item		
-------------------------	---------------	--	--

Council Sponsor(s)	MCATHCART BWILKERSON ZZAPONE		
---------------------------	------------------------------	--	--

Agenda Item Name	5300 - DLT SOLUTIONS – AUTODESK RENEWAL		
-------------------------	---	--	--

Agenda Wording

Contract renewal with DLT Solutions for AutoDesk software products & services including AutoCad, InfoWater Pro, Civil 3D & Priority Support-Telephone support. Contract term to begin 03/12/2024-3/25/2025 for total cost of \$80,091.82, plus tax.

Summary (Background)

This request is for software maintenance and support which is contractually required by the software vendor. Company provided government discount pricing via GSA Contract# GS-35F-267DA. Prior year contract was \$72,010.00, plus applicable sales tax.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost	\$ 80,091.82
------------	--------------

Current Year Cost	\$ 80,091.82
-------------------	--------------

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

Narrative

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

Amount

Budget Account

Expense	\$ 46,870.18	# 5300-73300-18850-54820
Expense	\$ 19,272.73	# 4100-30210-34141-53104
Expense	\$ 21,157.17	# 4250-30210-38141-53104
Select	\$	#
	\$	#
	\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	SLOON, MICHAEL
<u>Division Director</u>	SLOON, MICHAEL
<u>Accounting Manager</u>	BUSTOS, KIM
<u>Legal</u>	HARRINGTON,
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>PURCHASING</u>	WAHL, CONNIE

Distribution List

shaun.gaffrey@dlt.com	Accounting - ywang@spokanecity.org
Contract Accounting - ddaniels@spokanecity.org	Legal - mharrington@spokanecity.org
Purchasing - cwahl@spokanecity.org	IT - itadmin@spokanecity.org
Tax & Licenses	

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	February 26 th 2024
Submitting Department	IT
Contact Name	Michael Sloon
Contact Email & Phone	msloon@spokanecity.org & 625-6468
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 DLT Solutions – Autodesk Renewal
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	Contract renewal with DLT Solutions for AutoDesk software products and services including AutoCad, InfoWater Pro, Civil 3D and Priority Support – Telephone support. Contract term to begin 03/12/2024 through 3/25/2025 for a total cost of \$80,091.82, plus applicable sales tax. Company provided government discount pricing via GSA Contract# GS-35F-267DA. Prior year contract was \$72,010.00, plus applicable sales tax.
<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>\$80,091.82 + tax</u></p> <p> Current year cost: \$80,091.82 + tax</p> <p> Subsequent year(s) cost:</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>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>	
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 AutoDesk software.



CITY OF SPOKANE
CONTRACT RENEWAL
1 of 4
Title: AUTODESK SOFTWARE
LICENSING AND SUPPORT

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **DLT SOLUTIONS, LLC**, whose address is 2411 Dulles Corner Park, Suite 800, Herndon, Virginia 20171, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to provide Autodesk Software Licensing and Support; and

WHEREAS, the initial contract provided for four (4) additional one (1) year renewals, with this being the first of those renewals.

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

1. CONTRACT DOCUMENTS.

The original Contract, dated March 21, 2023 and March 24, 2023, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Renewal shall become effective on March 12, 2024 and shall run through March 25, 2025.

3. COMPENSATION.

The City shall pay an estimated amount not to exceed **EIGHTY THOUSAND NINETY-ONE AND 82/100 DOLLARS (\$80,091.82)**, plus applicable sales tax, in accordance with Company's Quote No. 5214254, which is attached as Attachment B, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the Original Contract and this Renewal document.

4. DEBARMENT AND SUSPENSION.

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

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

DTL SOLUTIONS, LLC

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

- Attachment A – Certification Regarding Debarment
- Attachment B - Company's Quote No. 5214254

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

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

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

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

<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)

ATTACHMENT B

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

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

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


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

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

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

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

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

DLT Solutions, LLC _____ Name of Subrecipient / Contractor / Consultant (Type or Print)	City of Spokane _____ Program Title (Type or Print)
Tanner Creech _____ Name of Certifying Official (Type or Print) Corporate Counsel _____ Title of Certifying Official (Type or Print)	<div style="text-align: center;">  </div> _____ Signature 01/23/2024 _____ Date (Type or Print)



< Business Lookup

License Information:

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

Entity name: DLT SOLUTIONS, LLC

Business name: DLT SOLUTIONS

Entity type: [Limited Liability Company](#)

UBI #: 603-384-071

Business ID: 001

Location ID: 0001

Location: Active

Location address: 2411 DULLES CORNER PARK
STE 800
HERNDON VA 20171-6168

Mailing address: 2411 DULLES CORNER PARK
STE 800
HERNDON VA 20171-6168

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	Jun-30-2024	Oct-03-2014

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

Governing people	Title
DONOHUE, JOE	

Registered Trade Names

Registered trade names	Status	First issued
DLT SOLUTIONS	Active	Mar-07-2014

The Business Lookup information is updated nightly. Search date and time: 7/11/2023 9:46:43 AM



Contact us

How are we doing?

Take our survey!

Don't see what you expected?

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Price Quotation

Quote: 5214254
 Reference: 1828246
 Date: 01/09/2024
 Expires: 03/11/2024

To: Mr. Rich Shine
 Spokane City of (WA)
 808 W Spokane Falls Blvd
 Spokane, WA 99201

From: Bryan Morse
 DLT Solutions, LLC
 2411 Dulles Corner Park
 Suite 800
 Herndon, VA 20171

Phone: (509) 625-6420
 Fax: (509) 625-6550
 Email: rshine@spokanecity.org

Phone: (703) 708-9600
 Fax: (703) 708-9600
 Email: bryan.morse@dlt.com

#	DLT Part No.	Contract	Qty	Unit Price	Ext. Price
1	9701-1454	GSA IT 70	20	\$640.95	\$12,819.00
Architecture Engineering & Construction Collection Government Single-user Annual Subscription Renewal Switched From M2S Multi-User 2:1 Trade-In PoP: 3/26/2024 through 3/25/2025					
2	9701-1008733	GSA IT 70	19	\$1,281.90	\$24,356.10
Architecture Engineering & Construction Collection Government Single-user Annual Subscription Renewal Switched From Maintenance (Switched between May 2019 - May 2020 and Ongoing) PoP: 3/12/2024 through 3/11/2025					
3	9701-1470	GSA IT 70	10	\$353.63	\$3,536.30
AutoCAD - including specialized toolsets Government Single-user Annual Subscription Renewal Switched From M2S Multi-User 2:1 Trade-In PoP: 3/26/2024 through 3/25/2025					
4	9701-1008749	GSA IT 70	1	\$707.26	\$707.26
AutoCAD - including specialized toolsets Government Single-user Annual Subscription Renewal Switched From Maintenance (Switched between May 2019 - May 2020 and Ongoing) PoP: 3/12/2024 through 3/11/2025					
5	9701-1008764	GSA IT 70	7	\$225.93	\$1,581.51
AutoCAD LT Government Single-user Annual Subscription Renewal Switched From Maintenance (Switched between May 2019 - May 2020 and Ongoing) PoP: 3/12/2024 through 3/11/2025					
6	9701-4652	GSA IT 70	4	\$8,840.70	\$35,362.80
InfoWater Pro Government Single-user Annual Subscription Renewal PoP: 3/12/2024 through 3/11/2025					
7	9701-1004929	GSA IT 70	1	\$1,728.85	\$1,728.85
AutoCAD - including specialized toolsets Government Single-user Annual Subscription Renewal PoP: 3/26/2024 through 3/11/2025					

Total

\$80,091.82



Price Quotation

Quote: 5214254
Reference: 1828246
Date: 01/09/2024
Expires: 03/11/2024

#	DLT Part No.	Contract	Qty	Unit Price	Ext. Price
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GSA Schedule Data:
 Contract #: GS-35F-267DA
 Contract Category: Information Technology
 Contract Term: 04/11/2016 - 04/10/2026
 UEI - F1N2KDGBDTU8
 Federal ID #: 54-1599882
 CAGE Code: 0S0H9
 FOB: Destination
 Terms: Net 30 (On Approved Credit)
 DLT accepts VISA/MC/AMEX
 Ship Via: Fedex Ground/UPS

UNLESS OTHERWISE INDICATED IN THE PRODUCT DESCRIPTION OR THE MANUFACTURER'S COMMERCIAL SUPPLIER AGREEMENT, ANY QUOTED TERM LICENSES ARE NOT ELIGIBLE FOR CONVERSION TO PERPETUAL LICENSES AT ANY TIME.

THIS QUOTE IS SUBJECT TO THE TERMS AND CONDITIONS OF CONTRACT NUMBER GS-35F-267DA. CUSTOMER IS DIRECTED TO INCORPORATE (BY REFERENCE) THIS QUOTE IN ANY RESULTING TASK/DELIVERY ORDER OR AWARD. THE TERMS OF THE AFOREMENTIONED CONTRACT ARE THE ONLY CONTROLLING TERMS AND ANY TERMS OR CONDITIONS CONTAINED IN AN ORDER, AWARD OR OTHER INSTRUMENT OF BUYER, WHICH ARE IN ADDITION TO OR INCONSISTENT WITH ANY OF THE TERMS OR CONDITIONS CONTAINED IN THOSE REFERENCED HEREIN, SHALL NOT BE BINDING ON DLT OR ITS MANUFACTURERS AND SHALL NOT APPLY UNLESS SPECIFICALLY AGREED TO IN WRITING BY DLT.

CPARs requests should be sent to the attention of AJ Ezersky at cpars@dlt.com.

PLEASE REMIT PAYMENT TO:	ACH: DLT Solutions, LLC Bank of America ABA # 111000012 Acct # 4451063799	-OR-	Mail: DLT Solutions, LLC P.O. Box 743359 Atlanta, GA 30374-3359

Customer orders are subject to all applicable taxes and regulatory fees.

- Documentation to be submitted to validate Invoice for payment:
- a. Authorized Services shall be invoiced with a corresponding time report for the period of performance identifying names, days, and hours worked.
 - b. Authorized reimbursable expenses shall be invoiced with a detailed expense report, documented by copies of supporting receipts.
 - c. Authorized Education or Training shall be invoiced with a Report identifying date and name of class completed, and where applicable the name of attendees.

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

2/14/2024

Clerk's File #

OPR 2022-0903

Renews #**Cross Ref #****Council Meeting Date:** 03/11/2024**Submitting Dept**

FLEET SERVICES

Project #**Contact Name/Phone**

RICK GIDDINGS 625-7706

Bid #**Contact E-Mail**

RGIDDINGS@SPOKANECITY.ORG

Requisition #

MASTER

Agenda Item Type

Contract Item

Council Sponsor(s)

MCATHCART BWILKERSON ZZAPONE

Agenda Item Name

5100 - FLEET SERVICES CONTRACT AMENDMENT WITH POMP'S TIRE

Agenda Wording

Fleet Services is looking to add \$150,000 to their contract that expires March 31, 2024.

Summary (Background)

This master contract will cover service needs of all the departments until the contract can be renewed at the end of March 2024.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 150,000.00

Current Year Cost \$

Subsequent Year(s) Cost \$

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

Expense \$ 150,000.00

5100-71700-48348-54803

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

GIDDINGS, RICHARD

Division Director

Accounting Manager

ORLOB, KIMBERLY

Legal

HARRINGTON,

For the Mayor

Additional Approvals

Distribution List

randy.chance@pompstire.com

atrussell@spokanecity.org

rgiddings@spokanecity.org

tprince@spokanecity.org

tbrazington@spokanecity.org

korlob@spokanecity.org



City of Spokane
CONTRACT AMENDMENT
Title: MISCELLANEOUS TIRE SERVICES

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **POMP TIRE SERVICES**, whose address is 1505 North Hough Street, Spokane, Washington 99212 as (“Company”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the parties entered into a Contract wherein the Contractor agreed provide Tire related services such as mounting, rotating, stem repair, flat repair, wheel balancing and alignment to the Fleet Department; and

WHEREAS, additional funds are needed, thus, the original Contract needs to be formally Amended by this written document; and

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

1. CONTRACT DOCUMENTS.

The original Contract, dated December 19, 2022 and December 20, 2022, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on January 1, 2024 and shall run through March 31, 2024.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00)**, plus applicable sales tax, for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

POMP TIRE SERVICES

By _____
Signature Date

Type or Print Name

Title

Attest:

City Clerk

CITY OF SPOKANE

By _____
Signature Date

Type or Print Name

Title

Approved as to form:

Assistant City Attorney

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	02/26/2024
Submitting Department	Fleet Services
Contact Name	Rick Giddings
Contact Email & Phone	rgiddings@spokanecity.org
Council Sponsor(s)	Cathcart, Wilkerson, Zappone
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Addition to Pomp's Tire Master Contract
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	Pomp's Tire has been promoted to the City's Primary supplier of tires and tire service. As a result, our expenditure has increased beyond the original contracted amount. Fleet Services would like to add \$150,000 to the yearly contract amount to meet the need through the end of the current term.
*use the Fiscal Impact box below for relevant financial information	
<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>\$150,000</u></p> <p style="padding-left: 20px;">Current year cost: \$150,000</p> <p style="padding-left: 20px;">Subsequent year(s) cost: 0</p> <p>Narrative: <u>Pomp's Tire is a Sourcewell competed vendor. Additionally, they have proven themselves to provide exceptional value compared to previous vendors.</u></p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Program revenue</p> <p>Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<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? None Identified • How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Data will not be collected. • How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution? Cost and performance data is being collected for future evaluation. • Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Aligns with Centralized Fleet Policy. 	

Council Subcommittee Review

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

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	02-26-2024
Submitting Department	Fleet Services
Contact Name	Rick Giddings
Contact Email & Phone	rgiddings@spokanecity.org
Council Sponsor(s)	<u>Cathcart, Wilkerson, Zappone</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Addition to SWS Equipment Service Contract
Proposed Council Action	<input type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	Fleet Services would like to add an additional \$800,000 to our Service Contract with SWS Equipment for the Sole Source repairs to specialized refuse truck bodies. Increased repair demand and inflation have resulted in significantly higher expenditures with SWS over the last year. This change will more accurately reflect the yearly need.
Summary (Background)	*use the Fiscal Impact box below for relevant financial information
Fiscal Impact Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$800,000</u> Current year cost: \$800,000 Subsequent year(s) cost:	
Narrative: <u>SWS Equipment is an approved Sole Source supplier of specialized refuse body parts and service.</u>	
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Program revenue Is this funding source sustainable for future years, months, etc? Yes	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? None Identified	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Data will not be collected	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Cost information is collected for future value analysis.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Aligns with Centralized Fleet Policy	

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Fleet Services
Contact Name	Rick Giddings
Contact Email & Phone	rgiddings@spokanecity.org 625-7706
Council Sponsor(s)	CP Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	5100 - Toby's Body & Fender Service Contract Amendment
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Fleet Services would like to add \$75k to the total annual compensation for this contract. Higher than anticipated usage and inflation have led to expenditures above the original contract dollar amount.
Proposed Council Action	Approve Amendment
Fiscal Impact Total Cost: <u>\$75,000</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Fleet Services Budget Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? None Identified.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Data will not be collected.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Costs are collected to be compared during future contract bids.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Aligns with Centralized Fleet Policy	










ECF Toby's Contract Addition

Final Audit Report

2024-02-01

Created:	2024-01-31
By:	Erin Haugen (ehaugen@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAALJuKd9aWhGG9m6JGfjd-UxfCGFam3Q1_

"ECF Toby's Contract Addition" History

-  Document digitally presigned by Rick Giddings (rgiddings@spokanecity.org)
2024-01-30 - 11:42:32 PM GMT
-  Document created by Erin Haugen (ehaugen@spokanecity.org)
2024-01-31 - 5:32:05 PM GMT
-  Document emailed to Matthew Boston (mboston@spokanecity.org) for signature
2024-01-31 - 5:32:52 PM GMT
-  Email viewed by Matthew Boston (mboston@spokanecity.org)
2024-01-31 - 7:43:39 PM GMT
-  Document e-signed by Matthew Boston (mboston@spokanecity.org)
Signature Date: 2024-01-31 - 7:43:45 PM GMT - Time Source: server
-  Document emailed to Garrett Jones (gjones@spokanecity.org) for signature
2024-01-31 - 7:43:46 PM GMT
-  Email viewed by Garrett Jones (gjones@spokanecity.org)
2024-02-01 - 9:15:18 PM GMT
-  Document e-signed by Garrett Jones (gjones@spokanecity.org)
Signature Date: 2024-02-01 - 9:15:29 PM GMT - Time Source: server
-  Agreement completed.
2024-02-01 - 9:15:29 PM GMT



Agenda Sheet for City Council:

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

Committee Agenda type: Consent

Date Rec'd

2/15/2024

Clerk's File #

Renews #

Cross Ref #

Council Meeting Date: 03/11/2024

Submitting Dept

ACCOUNTING

Project #

Contact Name/Phone

MICHELLE 625-6585

Bid #

Contact E-Mail

MMURRAY@SPOKANECITY.ORG

Requisition #

Agenda Item Type

Contract Item

Council Sponsor(s)

MCATHCART BWILKERSON ZZAPONE

Agenda Item Name

5600 - COMMUNITY MINDED ENTERPRISE ARPA CHILCARE AMENDMENT

Agenda Wording

Approval of contract amendment which will allow for greater distribution of funds and remove barriers to qualify for staffing and childcare subsidy.

Summary (Background)

The City of Spokane entered into a contract with Community Minded Enterprises 11/23/2022 for an award to distribute ARPA grants to childcare providers for specified programs and staffing support needs. There has become a need to redefine the parameters for which the providers can distribute funds for programs and staffing needs.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

Amount

Budget Account

Select \$

#

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	February 26, 2024
Submitting Department	Accounting & Grants
Contact Name	Michelle Murray
Contact Email & Phone	mmurray@spokanecity.org
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	Community Minded Enterprises ARPA Childcare Amendment
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The City of Spokane entered into a contract with Community Minded Enterprises 11/23/2022 for an award to distribute ARPA grants to childcare providers for specified programs and staffing support needs. There has become a need to redefine the parameters for which the providers can distribute funds for programs and staffing needs.</p> <p>This amendment will allow for greater distribution of funds and remove barriers to qualify for staffing and childcare subsidy.</p> <p>New parameters: 1) Removing requirement to return to work, and break in employment thus allowing those essential workers to qualify for childcare subsidy 2) Allowing employees that are family members to qualify for retention bonuses as long as they have the same qualifications as other workers. 3) Extending childcare subsidy from 3 months to 6 months. 4) Increasing the income limits from \$120% of SMI to 150% SMI for tier 1 with a 6 month subsidy of 100%, 100%, 75%, 75%, 50%, 25%. 5) Creating a tier 2 of up to 200% SMI with a 6 month subsidy of 50%, 50%, 50%, 25%, 25%, 25%.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: <u>n/a</u></p> <p> Current year cost: n/a</p> <p> Subsequent year(s) cost: n/a</p> <p>Narrative: Amendment to change the parameters to qualify for staffing bonuses and childcare subsidy</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Specify funding source: Grant</p> <p>Is this funding source sustainable for future years, months, etc? Not applicable as the funding has already been awarded</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p> <p>None</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? This does not affect 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? Data will not be collected

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Data is available to show how much retention bonuses and childcare subsidy has and will be distributed.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? The City Council allocated \$3,500,000 of ARPA funding towards an initiative for childcare. This contract is carrying out that initiative.



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

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

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

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

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

1. CONTRACT DOCUMENTS.

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

2. EFFECTIVE TERM.

This Contract Renewal shall become effective on April 1, 2024 and shall run through March 31, 2025.

3. COMPENSATION.

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

4. DEBARMENT AND SUSPENSION.

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

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

MEGA WASH, LLC

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:
Certificate of Debarment

24-027

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

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

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

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

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

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

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

<hr 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)