

THE CITY OF SPOKANE CITY COUNCIL FINANCE & ADMINISTRATION COMMITTEE



AGENDA FOR 1:15 P.M. MONDAY, APRIL 22, 2024

The Spokane City Council's Finance and Administration Committee meeting will be held at **1:15 PM April 22, 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

- . **Call To Order**

- . **Reports**

1. Q1 2024 QUARTERLY INVESTMENT REPORT - MATT BOSTON (5 minutes)
2. QUARTERLY FINANCIAL REPORT - JESSICA STRATTON (5 minutes)

- . **Discussion Items**

3. A RESOLUTION MODIFYING THE DATE OF THE PARKS LEVY - CM ZAPPONE (5 minutes)
4. RESOLUTION APPOINTING PRO-CON COMMITTEES FOR PARKS LEVY - GIACOBBE BYRD (5 minutes)
5. RESOLUTION APPOINTING PRO-CON COMMITTEES FOR PUBLIC SAFETY LEVY - GIACOBBE BYRD (5 minutes)
6. UPDATE SMC SECTION 03.01A.350 - MATT BOSTON (5 minutes)
7. ARPA ALLOCATION - MATT BOSTON (10 minutes)
8. TRAC & THE SALVATION ARMY EXTENSION - DAWN KINDER (0 minutes)
9. SBO - POSITION TRANSFER WITHIN GENERAL FUND - PATRICK STRIKER (5 minutes)
10. MASTER CONTRACT COPIERS NORTHWEST RENEWAL - MICHAEL SLOON (0 minutes)
11. FACILITIES CITY WIDE SECURITY SERVICES - DAVE STEELE (0 minutes)
12. COUNCIL CONFIRMATION OF MAYORAL APPOINTEE -- FIRE CHIEF - MAGGIE YATES (5 minutes)
13. MAYOR'S OFFICE - ORDINANCE REPEALING INACTIVE BOARDS - ADAM MCDANIEL (5 minutes)
14. ANNUAL APPRENTICESHIP UTILIZATION PRESENTATION - JASON SANDOBAL (10 minutes)
15. APPROVAL OF LOAN DOCUMENTS FOR HIFUMI EN APARTMENT PROJECT - DAWN KINDER (5 minutes)
16. BOARD, COMMISSION, AND INITIATIVE UPDATES - CM CATHCART (10 minutes)

- . **Consent Items**

17. MITCHELL HUMPHREY FMS ANNUAL SOFTWARE MAINTENANCE AND SUPPORT RENEWAL (INFORMATION TECHNOLOGY)
18. POMP'S SERVICE CONTRACT EXTENSION AND FUNDING (FLEET SERVICES)

. **Executive Session**

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

. **Adjournment**

. **Next Meeting**

Next Finance & Administration Committee

The next meeting will be held at the regular date and time of **10:00 AM. June 3, 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.

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 04/22/2024**Committee Agenda type:** Information Only**Date Rec'd**

4/11/2024

Clerk's File #**Renews #****Cross Ref #****Council Meeting Date:****Submitting Dept**

FINANCE, TREASURY & ADMIN

Project #**Contact Name/Phone**

MATT BOSTON 625-6585

Bid #**Contact E-Mail**

MBOSTON@SPOKANECITY.ORG

Requisition #**Agenda Item Type****Council Sponsor(s)**

MCATHCART

Agenda Item Name

0410 - Q1 2024 QUARTERLY INVESTMENT REPORT

Agenda Wording

Q1 2024 Investment Report

Summary (Background)

Q1 2024 Investment Report

Lease? NO

Grant related? NO

Public Works?

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

Submitting Department	Treasury/Finance
Contact Name	Matt Boston
Contact Email & Phone	mboston@spokanecity.org, 509-625-6585
Council Sponsor(s)	CM Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 5 Mins
Agenda Item Name	Q1 '24 Investment Report
Summary (Background)	Presentation material of the Q1 2024 Investment report
*use the Fiscal Impact box below for relevant financial information	
Proposed Council Action	N/A
Fiscal Impact Total Cost: <u>N/A</u> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: SIP Loan Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? N/A	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? N/A	



CITY OF SPOKANE

Quarterly Investment Report

As of March 31, 2024

March 31, 2024

This report presents the City's investment portfolio for the quarter ending March 31, 2024. It has been prepared to comply with regulations contained in Washington State RCW 35.39 and Spokane Municipal Code Chapter 7.15. The report includes all investments managed by the City. As required, the report provides information on the investment type, issuer, maturity date, cost, and current market value for each security.

The investment objectives of the City of Spokane are first, to provide safety of principal to ensure the preservation of capital in the overall portfolio; second, to provide sufficient liquidity to meet all operating and capital spending requirements; and third, to earn a commensurate rate of return consistent with the constraints imposed by the safety and liquidity objectives.

The City follows the practice of pooling cash and investments for all funds under its direct control. Interest earned on pooled cash and investments is allocated monthly to the various funds based on the respective fund's average monthly investment balance. It is common for governments to pool the cash and investments of various funds to improve investment performance. By pooling funds, the city is able to benefit from economies of scale, diversification, liquidity, and ease of administration.

The City retains direct control of its investments. Primarily, investments are held by the City in a safekeeping account with Bank of New York Mellon. Exceptions to this rule would include investments held by trustees related to bond financings, which are held by US Bank, and Spokane Investment Pool Loans.

Investment Portfolio Benefits all Funds

The City's cash and investment portfolio represents money from all City funds with the exception of Employee Retirement, Police Pension, and Fire Pension funds. City funds include the General Fund, enterprise funds, internal service funds, capital projects funds, and other funds which are restricted to specific purposes.

In general, monies held by the City are either allocated by the City Council for spending or are purposefully retained in reserve. For example, the money in the Capital Outlay Funds has been identified to provide particular capital projects for the community and there is a plan for spending down the cash balance as the projects progress. In the General Fund, a determined amount is held in reserve to meet the City's contingency reserve policy of 10% of operating expenditures and City's Revenue Stabilization policy of 3.5% of operating revenues.

Current Cash and Investment Summary

The following is a summary of the City's cash and investments based on market value as of March 31, 2024, compared with the prior quarter:

Quarterly Investment Report

Portfolio Category	December 31, 2023	March 31, 2024	Percent of Total
Cash & Equivalents	36,229,017	45,304,449	13.88%
Fixed Income Investments	286,263,845	255,730,446	78.34%
SIP Internal Loans	24,209,623	25,384,962	7.78%
TOTAL	346,702,486	326,419,857	100.00%

There are several factors resulting in changes in cash and investment balances from month to month and quarter to quarter. Often they are the result of the receipt of revenues or a large disbursement. Some major City revenues are received on a periodic rather than a monthly basis. For example, the majority of City Property Taxes are received in May and November of each year. On the disbursement side, payments for bonded indebtedness or large capital projects can reduce the portfolio substantially in the quarter that they occur.

Securities in the City's portfolio are priced according to market values provided by Bank of New York Mellon at the end of each month. In some cases, the City may have investments with a current market value that is greater or less than the recorded value. These changes in market value are due to fluctuations in the marketplace having no effect on yield, as the City does not intend to sell securities prior to maturity. Nevertheless, these market changes will impact the total value of the portfolio as reported. At March 31, 2024, the market value of the portfolio was \$9,390,390.66 less than the cost basis. The difference is an unrealized loss due to the inverse relationship between interest rates and market values as it relates to the fixed income portion of the City's investment portfolio.

The portfolio's average *yield to maturity* as of March 31, 2024 was 3.28%. The effective *rate of return* for the 4th quarter was 3.23%.

As of March 31, 2024, the investment portfolio was in compliance with all State laws, the City's Statement of Investment Policy and the City's investment management plan.

Summary of Activity for the Quarter and Future Liquidity

With the exception of periods impacted by COVID-19, cash receipts and disbursements are generally consistent with past trends for the quarter. The cash management program contains enough liquidity to meet at least the next three months of expected expenditures by the City.

Investment Portfolio Activities:

- **Maturities:**
 - \$15MM – Private Export Funding Corp. 3.55, due 01/15/24 – 2.12% YTM
 - \$5MM – US Treasury 0.125, due 02/15/24 – 4.75% YTM
 - \$10MM - US Treasury 2.25, due 03-31-24 - 4.75% YTM
- **Purchases:**
 - There were no purchases made in the first quarter 2024

Report Contents and Distribution. This report includes the following three schedules on the City's portfolio as of March 31, 2024; Summary of Investment Portfolio; Summary of Investment Portfolio Liquidity; Investment Performance versus benchmark; SIP Loan Capacity Report.

If you have any questions concerning this report, or require additional information, contact Matt Boston, Chief Financial Officer/City Treasurer at (509) 625-6820.

DISTRIBUTION LIST

Administration

Lisa Brown – Mayor

Garrett Jones – City Administrator

City Council

Betsy Wilkerson – Council President

Jonathan Bingle – Councilmember

Kitty Klitzke – Councilmember

Michael Cathcart – Councilmember

Paul Dillon – Councilmember

Zack Zappone – Councilmember

Investment Oversight Committee

Matt Boston – Chief Financial Officer/City Treasurer

Betsy Wilkerson – Council President

Christine Shisler (interim) – Retirement

Brian Brill – Community Member

CITY OF SPOKANE

As of March 31, 2024

SUMMARY OF INVESTMENT PORTFOLIO:

CITY OF SPOKANE INVESTMENT PORTFOLIO			
	Percent of Portfolio	Current Yield	Market Value
Checking Account	NA	NA	1,135,832
Investments:			
Local Government Investment Pool	13.6%	5.41%	44,168,616
Federal Agency Coupon Securities	41.4%	2.81%	134,596,850
Municipal Bond	9.7%	3.58%	31,702,808
Federal Agency Strip Bonds	10.9%	2.76%	35,517,889
Treasury Coupon Securities	13.5%	4.12%	43,983,300
Treasury Discounts	3.1%	5.00%	9,929,600
SIP Loans	7.8%	1.11%	25,384,962
Total Investments	100.0%	3.33%	325,284,025
Total Checking Account & Investments			326,419,857.43

SUMMARY OF INVESTMENT PORTFOLIO LIQUIDITY:

INVESTMENT AGING				
			Percent of Portfolio	Par Value
Overnight			15.39%	54,168,616
Within Three Months			2.84%	10,000,000
Three to Six Months			2.20%	7,735,000
Six Months to One Year			8.52%	30,000,000
One to Two Years			25.30%	89,060,801
Two to Three Years			21.65%	76,227,910
Three to Five Years			15.55%	54,743,251
Five to Seven Years			8.55%	30,083,000
Over Seven Years			0.00%	0
TOTAL			100.0%	\$352,018,579

CITY OF SPOKANE

As of March 31, 2024

INVESTMENT PERFORMANCE VS BENCHMARK:

BENCHMARK COMPARISON

The City of Spokane maintains certain performance objectives for its investments. The overall performance objective for the portfolio is to earn a reasonable rate of return, within the parameters of the investment policy, in tandem with meeting the liquidity needs of the City. In order to achieve this objective, the portfolio invests in high-quality money market instruments, rolling repurchase agreements, US Treasury securities, and Agency securities, while maintaining an average maturity of no longer than 3 years. The City generally invests in securities maturing in 5 years or less, except in such circumstances where the maturity of such investments coincide with an identifiable cash flow. To monitor the achievement of this objective, the City uses a comparison “Benchmark” function. Currently, the benchmark used by the City is a blend of three Bloomberg-based indices directly correlated to the allocation of liquidity for the City portfolio. Below is a summary of the quarterly results as compared to the benchmark. While the City strives to achieve this performance objective every month, the goal is assumed to be met on an annual basis. The City’s performance fell below the benchmark, on a market yield basis, during the quarter, due to significant market shifts caused largely by increased and increasing short-term interest rates.

Benchmark Comparison for the Quarter Ended 3-31-24

	<u>Benchmark</u>	<u>03-31-24</u>	<u>12/31/23</u>
Average Maturity (yrs)	2.07	2.15	2.20
Average Market Yield	4.85%	3.32%	3.23
Average Coupon	1.79%	2.57%	2.50
Total Market Value		\$326,419,857	\$346,702,486

SIP LOAN CAPACITY REPORT:

SIP LOAN CAPACITY		
	Percentage	Amount
Investment Portfolio Balance		\$326,419,857
Less: Bond Proceeds*		1,973,481
Less: ARPA Funds		35,078,380
Investment Portfolio Balance (Net of Bond Proceeds)	100.00%	\$289,367,996
SIP Loan Capacity per Investment Policy (15%)	15.00%	\$43,405,199
Less: Current SIP loans Issued	8.77%	25,384,962
Net Capacity	6.23%	\$18,020,237

*Bond proceeds include unspent cash and investment balances restricted in use for Library and Parks Improvements.



City of Spokane

Positions by Period Outstanding and Closed Debt Service 01/01/2024 to 03/31/2024 Primary Sort Issue Group, Secondary Sort Issue Group

Issue	Issue Group	Dated Date	Maturity Dates	Range of Rates (%)	Beginning Balance	Bonds Issued	Principal Paid	Interest Paid	Ending Balance
GOB									
LTGO 2015	GOB	2/11/2015	Dec/2027 - 2034	3 to 4	48,305,000.00	0.00	0.00	0.00	48,305,000.00
LTGO 2016	GOB	1/20/2016	Dec/2025	3.24	5,791,018.00	0.00	0.00	0.00	5,791,018.00
LTGO 2020	GOB	11/30/2020	Dec/2021 - 2026	1.38	11,023,400.00	0.00	0.00	0.00	11,023,400.00
REV 2014	GOB	12/2/2014	Dec/2015 - 2034	3 to 5	119,060,000.00	0.00	0.00	0.00	119,060,000.00
UTGO 2015	GOB	1/27/2015	Dec/2021 - 2034	3 to 5	58,775,000.00	0.00	0.00	0.00	58,775,000.00
UTGO 2017	GOB	2/16/2017	Dec/2017 - 2027	4 to 5	11,380,000.00	0.00	0.00	0.00	11,380,000.00
UTGO 2018	GOB	12/20/2018	Dec/2019 - 2041	3.125 to 5	57,105,000.00	0.00	0.00	0.00	57,105,000.00
UTGO 2018	GOB	12/20/2018	Dec/2043	3.625	12,900,000.00	0.00	0.00	0.00	12,900,000.00
Subtotal					324,339,418.00	0.00	0.00	0.00	324,339,418.00
Loans									
CLID #223	Loans	11/1/2014	Nov/2026	3.15	171,576.79	0.00	0.00	0.00	171,576.79
CLID #224A	Loans	12/31/2015	Dec/2025	3	68,843.26	0.00	0.00	0.00	68,843.26
PAF ALKI REFUNDED	Loans	6/30/2020	Dec/2025	0.81	1,334,121.12	0.00	0.00	0.00	1,334,121.12
PAF CHAS DENTAL CLINIC	Loans	7/31/2020	Dec/2025	0.81	646,780.48	0.00	0.00	0.00	646,780.48
PAF DOWNRIVER GOLF SIP LOAN 20	Loans	5/26/2021	Dec/2026	1.34	2,209,918.82	0.00	0.00	0.00	2,209,918.82
PAF EAST SPRAGUE RECON PICT	Loans	3/30/2021	Jun/2026	1.21	1,862,917.00	0.00	0.00	0.00	1,862,917.00
PAF ENGINEERING RELOCATION	Loans	10/30/2020	Dec/2025	0.77	607,340.75	0.00	0.00	0.00	607,340.75
PAF FLEET REFUNDED	Loans	6/30/2020	Dec/2025	0.81	1,109,007.19	0.00	0.00	0.00	1,109,007.19
PAF GARDNER REFUND	Loans	6/30/2020	Dec/2025	0.81	863,250.40	0.00	0.00	0.00	863,250.40
PAF GOLF SIP LOAN 2018 REFUNDE	Loans	6/30/2020	Dec/2025	0.81	2,058,341.80	0.00	0.00	0.00	2,058,341.80
PAF GOLF SIP LOAN 2019 REFUNDE	Loans	6/30/2020	Dec/2025	0.81	2,081,136.79	0.00	0.00	0.00	2,081,136.79
PAF LTGO 2016 REFUNDED	Loans	6/30/2020	Dec/2025	0.81	1,674,605.99	0.00	0.00	0.00	1,674,605.99
PAF MAPLE GATEWAY REFUNDED	Loans	6/30/2020	Dec/2024	0.81	105,914.68	0.00	0.00	0.00	105,914.68
PAF PARKING METERS	Loans	12/10/2021	Dec/2026	1.65	731,497.86	0.00	0.00	0.00	731,497.86
PAF PARKS ZAMBONI	Loans	10/11/2023	Jun/2028	4.47	172,911.55	0.00	0.00	0.00	172,911.55
PAF PUBLIC SAFETY 2017 REFUNDE	Loans	10/30/2020	Dec/2024	0.76	754,592.84	0.00	0.00	0.00	754,592.84



City of Spokane

Positions by Period Outstanding and Closed Debt Service 01/01/2024 to 03/31/2024 Primary Sort Issue Group, Secondary Sort Issue Group

Issue	Issue Group	Dated Date	Maturity Dates	Range of Rates (%)	Beginning Balance	Bonds Issued	Principal Paid	Interest Paid	Ending Balance
PAF PUBLIC SAFETY 2018 REFUNDE	Loans	10/30/2020	Dec/2025	0.76	1,301,993.84	0.00	0.00	0.00	1,301,993.84
PAF PUBLIC SAFETY 2019 REFUNDE	Loans	10/30/2020	Dec/2024	0.76	993,633.38	0.00	0.00	0.00	993,633.38
PAF PUBLIC SAFETY 2020	Loans	10/30/2020	Dec/2025	0.77	1,571,057.74	0.00	0.00	0.00	1,571,057.74
PAF STRATEGIC INVESTMENT REFUN	Loans	6/30/2020	Dec/2025	0.81	765,849.47	0.00	0.00	0.00	765,849.47
PAF UNIVERSITY DISTRICT REFUND	Loans	6/30/2020	Dec/2025	0.81	2,662,871.41	0.00	0.00	0.00	2,662,871.41
PAF WEST PLAINS REFUNDED	Loans	6/30/2020	Dec/2025	0.81	461,460.29	0.00	0.00	0.00	461,460.29
PAF WTE EQUIPMENT	Loans	2/22/2024	Dec/2028	4.3	0.00	1,175,339.00	0.00	0.00	1,175,339.00
Subtotal					24,209,623.45	1,175,339.00	0.00	0.00	25,384,962.45
Grand Total					348,549,041.45	1,175,339.00	0.00	0.00	349,724,380.45

[Selected Issues]

Issue Group	Issue	Issue Group	Issue
Loans	CLID #222	Loans	CLID #221
Loans	PAF ALKI REFUNDED	Loans	PAF GARDNER REFUND
Loans	PAF UNIVERSITY DISTRICT REFUND	Loans	PAF WEST PLAINS REFUNDED
Loans	PAF LIBRARY REFUNDED	Loans	PAF RIVERFRONT PARK REFUNDED
Loans	PAF FLEET REFUNDED	Loans	PAF ENGINEERING VEHICLES REFUN
Loans	PAF GOLF SIP LOAN 2018 REFUNDE	Loans	PAF GOLF SIP LOAN 2019 REFUNDE
Loans	PAF LTGO 2016 REFUNDED	Loans	PAF STRATEGIC INVESTMENT REFUN
Loans	PAF MAPLE GATEWAY REFUNDED	Loans	PAF CHAS DENTAL CLINIC
Loans	CLID #223	Loans	CLID #224A
Loans	CLID #219	Loans	PAF ENGINEERING RELOCATION
Loans	PAF PUBLIC SAFETY 2020	Loans	PAF PUBLIC SAFETY 2014 REFUNDE
Loans	PAF PUBLIC SAFETY 2015	Loans	PAF PUBLIC SAFETY 2016 REFUNDE
Loans	PAF PUBLIC SAFETY 2017 REFUNDE	Loans	PAF PUBLIC SAFETY 2018 REFUNDE
Loans	PAF PUBLIC SAFETY 2019 REFUNDE	Loans	PAF DOWNRIVER GOLF SIP LOAN 20
Loans	PAF EAST SPRAGUE RECON PJCT	Loans	PAF PARKING METERS
Loans	PAF PARKS ZAMBONI	Loans	PAF WTE EQUIPMENT
GOB	LTGO 2015	GOB	UTGO 2015
GOB	UTGO 2017	GOB	REV 2014
GOB	UTGO 2018	GOB	LTGO 2020
GOB	LTGO 2016		

City of Spokane


Investment Report

March 2024

April 22, 2024

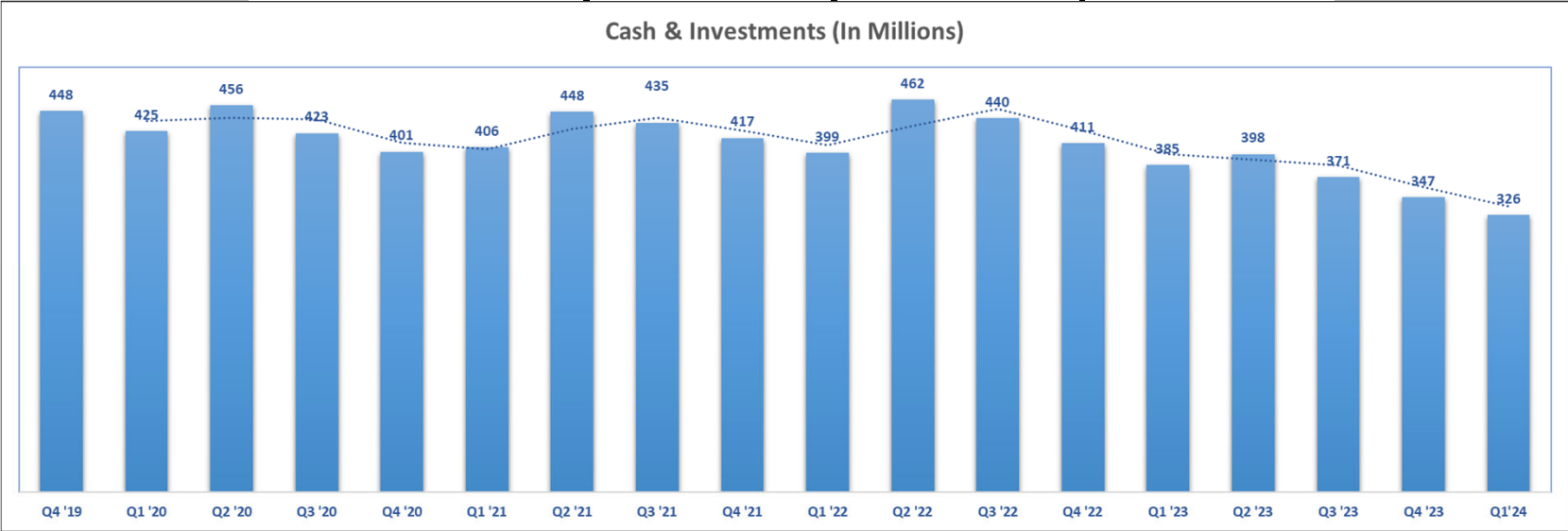


Topics

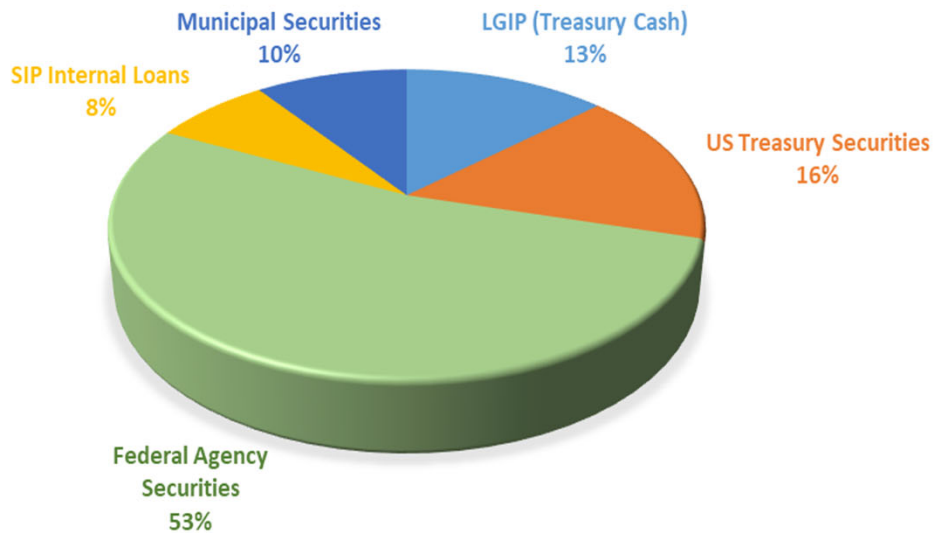
- Current Cash & Investment Balances
 - Portfolio Composition
 - Portfolio Performance
- 

Current Cash & Investment Balances

Portfolio Category	December 31, 2023	March 31, 2024	Percent of Total
Cash & Equivalents	36,229,017	45,304,449	13.88%
Fixed Income Investments	286,263,845	255,730,446	78.34%
SIP Internal Loans	24,209,623	25,384,962	7.78%
TOTAL	346,702,486	326,419,857	100.00%



Portfolio Composition (*positions*)



Top Portfolio Allocations			
Issuer	Actual Composition	Maximum Composition	Policy Compliance
Federal National Mortgage Assoc.	29%	40%	Complies
US Treasury Securities	16%	100%	Complies
LGIP (Treasury Cash)	13%	100%	Complies
Federal Farm Credit Bank	14%	40%	Complies
Municipal Securities	10%	10%	Complies
Federal Home Loan Bank	9%	40%	Complies
SIP Internal Loans	8%	15%	Complies
Federal Home Loan Mortgage Corp	1%	40%	Complies

Portfolio Composition (*maturities & purchases*)

Maturities

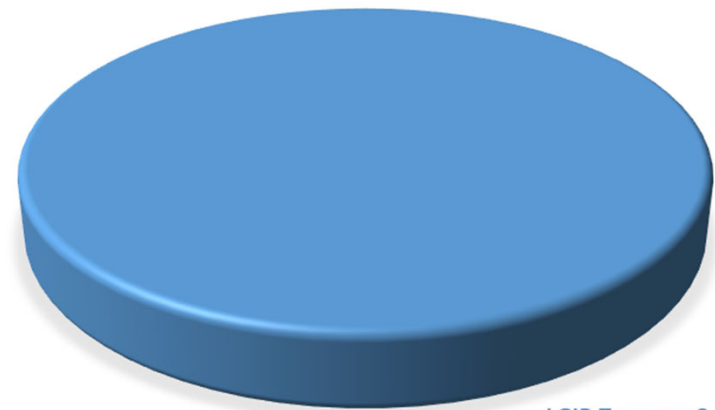
Investment roll-off via security reaching maturity & principal returned to portfolio

- \$5MM 9 mo. USTR 0.125% @ 4.75%
- \$15MM 7 yr. PEFCO 3.550% @ 2.12%
- \$10MM 7 mo. USTR 2.25% @ 4.725%

Purchases

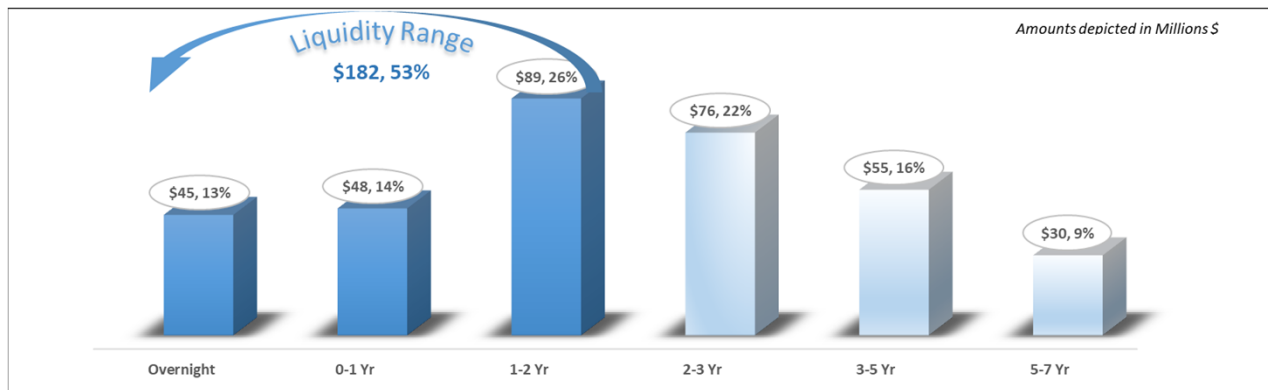
New Investments added to portfolio via market purchasing activity.

- No purchases – 100% re-investment in LGIP



LGIP-Treasury Cash,
30,000,000, 100%

Portfolio Composition (*liquidity*)



MATURITY-BASED CASH FLOWS													
Security Issuer	Apr '24	May '24	Jun '24	Jul '24	Aug '24	Sep '24	Oct '24	Nov '24	Dec '24	Jan '25	Feb '25	Mar '25	Total
FHLMC	-	-	-	-	-	2,735,000	-	-	-	-	-	-	2,735,000
FFCB	-	-	-	-	-	-	20,000,000	-	-	-	-	-	20,000,000
US Treasury	5,000,000	-	5,000,000	5,000,000	-	-	-	-	10,000,000	-	-	-	25,000,000
Interest Income	507,000	332,288	428,125	268,750	637,906	575,000	507,000	337,692	428,125	193,750	637,906	575,000	5,428,542
Monthly CF	<u>5,507,000</u>	<u>332,288</u>	<u>5,428,125</u>	<u>5,268,750</u>	<u>637,906</u>	<u>3,310,000</u>	<u>20,507,000</u>	<u>337,692</u>	<u>10,428,125</u>	<u>193,750</u>	<u>637,906</u>	<u>575,000</u>	
Total 12-month Forward: Portfolio Cash Flows													<u>53,163,542</u>

Portfolio Performance

Unrealized Gains/Losses

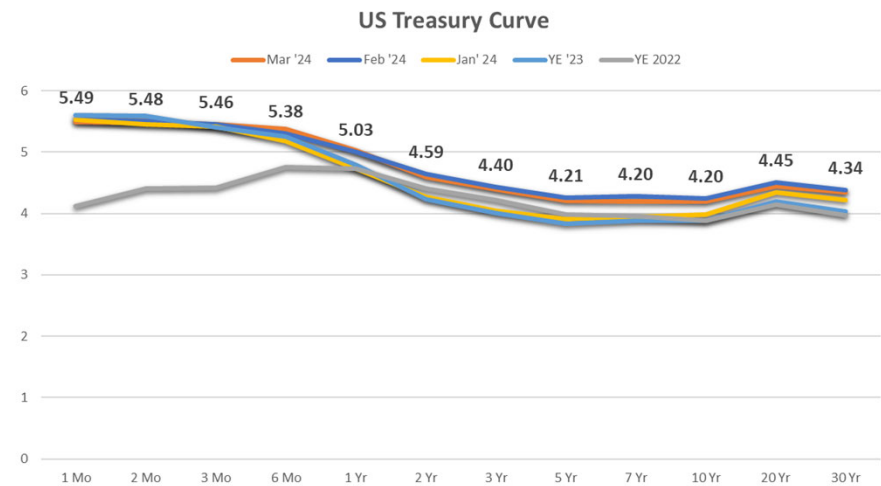
Impact of market-based interest rates on the value of the portfolio.

- \$9.390 Million (loss)

Interest Income

Income earned from Treasury Cash & Fixed Income positions.

- \$2.944 Million Year-to-Date



Portfolio vs SIP Portfolio Index Benchmark

Portfolio Maturity

Average maturity (in years) for investments in the portfolio.

- 2.15 Years

Portfolio Duration

Average duration (in years) for investments in portfolio.

- 1.99 Years

Portfolio Coupon

Average coupon rate for investments in portfolio.

- 2.57%

Portfolio Yield (YTM)

Weighted Average return if investments held to maturity.

- 3.32%

Benchmark Maturity

Average maturity (in years) for Index.

- 2.07 Years

Benchmark Duration

Average duration (in years) for Index.

- 1.90 Years

Benchmark Coupon

Average coupon rate for investments in Index.

- 1.79%

Benchmark Yield (YTM)

Weighted Average return for Index..

- 4.85%

Questions?

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 04/22/2024**Committee Agenda type:** Information Only**Date Rec'd**

4/11/2024

Clerk's File #**Renews #****Cross Ref #****Council Meeting Date:****Submitting Dept**

MANAGEMENT & BUDGET

Project #**Contact Name/Phone**

JESSICA 625-6369

Bid #**Contact E-Mail**

JSTRATTON@SPOKANECITY.ORG

Requisition #**Agenda Item Type****Council Sponsor(s)**

MCATHCART BWILKERSON ZZAPPONE

Agenda Item Name

0410 - QUARTERLY FINANCIAL REPORT

Agenda Wording

The report covers through March 2024. Due to the timing of data, the report will be submitted the week before committee

Summary (Background)

The Finance department routinely presents City financial information to the Finance & Administration committee of the City Council. The quarterly financial report is intended to provide more detail and greater insight into the financial well-being of the City. Topics include an overview of the General Fund, other funds, CIP project status and an economic briefing.

Lease? NO Grant related? NO Public Works?

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 \$ #

\$ #

\$ #

Council Briefing Paper

Finance & Administration Committee

Committee Date	04/22/2024
Submitting Department	Management & Budget
Contact Name	Jessica Stratton
Contact Email & Phone	jstratton@spokanecity.org , 509-625-6369
Council Sponsor(s)	Cathcart, Wilkerson, Zappone
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10min
Agenda Item Name	Quarterly Financial Report
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><u>Background</u></p> <p>The Finance department routinely presents City financial information to the Finance & Administration committee of the City Council. The quarterly financial report is intended to provide more detail and greater insight into the financial well-being of the City. Topics include an overview of the General Fund, other funds, CIP project status and an economic briefing.</p> <p><u>Summary</u></p> <p>The report covers through March 2024. Due to the timing of data, the report will be submitted the week before committee.</p>
Fiscal Impact Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: Click or tap here to enter text. Current year cost: Subsequent year(s) cost:	
Narrative: 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 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 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 – recurring financial report • 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 – recurring financial report 	

- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?
n/a – recurring financial report
- 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?
Report in accordance with SMC 07.14.030 A2

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.
n/a – recurring financial report

Committee Briefing Paper

Finance & Administration Committee

Committee Date	04/22/24
Submitting Department	City Council
Contact Name	Chris wright
Contact Email & Phone	cwright@spokanecity.org (509-625-6210)
Council Sponsor(s)	Zappone and Dillon
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5
Agenda Item Name	Resolution Moving Election Date for parks Levy
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>On December 4, 2023, the City Council adopted Resolution 2023-0095, requesting the Spokane County Auditor hold a special election on August 6, 2024 for voters to consider Proposition No. 1, a proposed regular levy for city-wide park improvements and programs. This resolution was duly delivered to the Auditor by the statutory deadline of December 14, 2023, and absent further action by the council, the election will be held on August 6, 2024.</p> <p>The proposed resolution requests the Auditor move the date of the election for the Parks levy to the general election date of November 5, 2024.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: Click or tap here to enter text.</p> <p> Current year cost: Unknown</p> <p> Subsequent year(s) cost:</p> <p>Narrative: The City is required to pay for the costs of elections for ballot measures pertaining to city matters. The actual cost of an election will vary depending on whether the election is a special or general election, the number of measures on the ballot and the jurisdictions requesting ballot items. The fiscal implications of moving the election date have not been quantified.</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Reallocation</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.) Unknown</p>	
<p>Operations Impacts (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> • What impacts would the proposal have on historically excluded communities? 	

No expected impacts from changing the date of the election. The beneficial impacts of the proposed levy on historically excluded communities were identified in the briefing paper submitted to Urban Experience committee on October 23, 2023.

- 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?

No expected change to data collection arising from change of the date of the election. See briefing paper submitted to Urban Experience committee on October 23, 2023.

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

No expected change to data collection arising from change of the date of the election. See briefing paper submitted to Urban Experience committee on October 23, 2023.

- 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?

See briefing paper submitted to Urban Experience committee on October 23, 2023.

Council Subcommittee Review

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

No applicable subcommittee. The original proposed levy was prepared and submitted by the Spokane Park Board directly to the City Council pursuant to its general authority under Section 48 of the Spokane City Charter. This proposed resolution changing the election date is submitted by council member request.

RESOLUTION NO. 2024-0043

A RESOLUTION OF THE CITY OF SPOKANE MODIFYING A PRIOR REQUEST OF THE CITY COUNCIL TO HOLD A SPECIAL ELECTION ON PROPOSITION NO. 1, AND TO REQUEST THAT THE SPOKANE COUNTY AUDITOR INSTEAD HOLD THE ELECTION FOR PROPOSITION NO. 1, RELATING TO REGULAR PROPERTY TAX LEVY TO PROVIDE FUNDING FOR PARK IMPROVEMENTS AND SAFETY CITYWIDE, ON NOVEMBER 5, 2024.

WHEREAS, the City of Spokane, Washington ("City") is a first-class city duly organized and existing by virtue of the Constitution and laws of the state of Washington and its city charter; and

WHEREAS, the City has authority to enact a regular annual property tax levy and such other levies as may be approved by the electorate of the City, subject to applicable limitations, as required by law; and

WHEREAS, Chapter 84.55 RCW reflects a limitation that the annual rate of increase of the dollar amount of the regular property tax levy set by the City Council may not exceed the lesser of the rate of inflation or one percent (1%), all as further reflected in Chapter 84.55 RCW; and

WHEREAS, RCW 84.55.050 permits an election to authorize a levy above the limit factor specified in Chapter 84.55 RCW upon majority approval by the voters, subject to any otherwise applicable statutory dollar rate limitation, said election to be held not more than twelve months prior to the date on which the proposed excess levy is to be made, except as further provided in said statute for multi-year levies; and

WHEREAS, on October 12, 2023, the Spokane Park Board voted to approve a resolution adopting the "Healthy Parks, Healthy Neighborhoods" citywide park renovation and improvement program and recommend the City Council place a measure on the February 13, 2024 ballot that would allow for a new levy lid lift to fund citywide park capital and operational improvements; and

WHEREAS, after consideration of the resolution of the Spokane Park Board, the City Council adopted Resolution 2023-0095 on December 4, 2023, which resolution requested the Spokane County Auditor hold a special election on August 06, 2024, in conjunction with the scheduled primary election, for the purpose of submitting to the voters of the City of Spokane for the approval or rejection of a property tax levy to provide funding for citywide park, identified Proposition No 1; and

WHEREAS, the City Council desires that the election concerning Proposition No. 1 be moved to November 5, 2024; and

WHEREAS, pursuant to Section 84 of the City Charter, the City Council of its motion may submit to popular vote for adoption or rejection at any election any proposed ordinance or measure.

NOW, THEREFORE, BE IT RESOLVED, by the Spokane City Council that:

Section 1. The Spokane County Auditor is hereby requested pursuant to RCW 29A.04.330 to hold an election on November 5, 2024, in conjunction with the scheduled general election for the purpose of submitting to the voters of the City of Spokane for the approval or rejection of a property tax levy to provide funding for citywide park improvements.

Section 2. The following proposition shall be submitted in the following form:

CITY OF
SPOKANE
PROPOSITION
NO. 1

CITYWIDE PARK IMPROVEMENT AND SAFETY LEVY

THE CITY OF SPOKANE ADOPTED RESOLUTIONS NO. 2023-0095 AND 2024-____ CONCENTRING FUNDING FOR PARK IMPROVEMENTS AND SAFETY CITYWIDE. IF APPROVED, THIS PROPOSITION WILL FUND PARK RENOVATIONS AND IMPROVEMENTS IN NEIGHBORHOODS. THIS INCLUDES RENOVATING AGING PARKS, PLAYGROUNDS, RESTROOMS, SPORT COURTS, AND TRAILHEADS; INCREASING PARK RANGERS AND MAINTENANCE PERSONNEL; DEVELOPING NEW PARKS IN NEIGHBORHOODS WITHOUT PARKS; ADDING ALL-WEATHER SPORTS FIELDS; AND PROTECTING NATURAL LANDS. THIS PROPOSITION AUTHORIZES AN INCREASE IN THE REGULAR PROPERTY TAX LEVY FOR 2025 BY \$0.29 PER \$1,000 OF ASSESSED VALUATION FOR A LEVY RATE NOT TO EXCEED \$3.60. THE INCREASE IN THE PROPERTY TAX LEVY WOULD REMAIN IN EFFECT FOR A PERIOD OF TWENTY YEARS.

SHOULD THIS PROPOSITION BE

APPROVED? YES

NO

Section 3. In the event the proposition specified in Section 2 above is approved by the qualified electors of the City as required by the Constitution and laws of the state

of Washington, there shall be levied and collected annual excess property tax levies in the amount as authorized by said voter approval. Such tax levies will be in excess of the regular annual tax levies permitted by law without voter approval.

Section 4. The City hereby requests pursuant to RCW 29A.04.330 the Spokane County Auditor, as *ex officio*, Supervisor of Elections of the City, to call, conduct and hold within the City an election on Tuesday, November 5, 2024, for the purpose of submitting to the qualified electors of the City for their approval or rejection, the proposal set forth above. The City Clerk of the City of Spokane is hereby authorized and directed to deliver a certified copy of this resolution to the Spokane County Auditor, as *ex officio* Supervisor of Elections for the City, no later than May 3, 2024.

Section 5. If any one or more of the provisions of this resolution shall be declared by any court of competent jurisdiction to be unconstitutional or invalid for any reason, then such provision shall be null and void, and shall be deemed separable from the remaining provisions of this resolution, and shall in no way affect the validity of the other provisions of this resolution.

Section 6. The levy lid lift in the property tax levy rate shall be a temporary single year increase, which shall begin in 2025 and continue through 2045.

Section 7. The City Attorney is authorized to make such minor adjustments to the wording of the proposition as may be necessary to effectuate the intent of the resolution or upon recommendation of the Spokane County Auditor, as long as the intent of the proposition remains clear and consistent with the intent of this resolution as approved by the City Council.

Section 8. This resolution shall take effect and be in full force immediately upon its passage.

ADOPTED by the City Council _____, 2024.

City Clerk

Approved as to form:

Assistant City Attorney

Committee Briefing Paper

Finance & Administration Committee

Committee Date	04/22/2024
Submitting Department	City Council
Contact Name	Giacobbe Byrd
Contact Email & Phone	gbyrd@spokanecity.org 6715
Council Sponsor(s)	CM Cathcart; CP Wilkerson; and CM Zappone
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5min
Agenda Item Name	Resolution Appointing Pro-Con Committee for Regular Property Tax Levy for Citywide Park Improvements and Safety
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>A resolution regarding the appointment of for and against committee members relating to a measure proposing an increase in the regular property tax levy for Citywide Park Improvements and Safety for a twenty-year period beginning in 2025.</p> <p>*use the Fiscal Impact box below for relevant financial information</p>

Fiscal Impact

Approved in current year budget? Yes No N/A

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

Current year cost:

Subsequent year(s) cost:

Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue

Funding Source One-time Recurring N/A

Specify funding source: Select Funding Source*

Is this funding source sustainable for future years, months, etc? [Click or tap here to enter text.](#)

Expense Occurrence One-time Recurring N/A

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

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

- What impacts would the proposal have on historically excluded communities?
N/A – this is a resolution appointing committees to prepare statements both for and against the ballot measure pursuant to SMC 01.07.010 and the Spokane County Local Voters’ Pamphlet.
- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?
N/A – this is a resolution appointing committees to prepare statements both for and against the ballot measure pursuant to SMC 01.07.010 and the Spokane County Local Voters’ Pamphlet.
- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

N/A – this is a resolution appointing committees to prepare statements both for and against the ballot measure pursuant to SMC 01.07.010 and the Spokane County Local Voters’ Pamphlet.

- 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 – this is a resolution appointing committees to prepare statements both for and against the ballot measure pursuant to SMC 01.07.010 and the Spokane County Local Voters’ Pamphlet.

Council Subcommittee Review

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

N/A – this is a resolution appointing committees to prepare statements both for and against the ballot measure pursuant to SMC 01.07.010 and the Spokane County Local Voters’ Pamphlet.

RESOLUTION NO. 2024 - 0042

A resolution updating the appointments of for and against committee members relating to a Proposition No. 1 on the August 6, 2024, special election ballot regarding a proposed increase in the regular property tax levy for Citywide Park Improvements and Safety for a twenty-year period beginning in 2025.

WHEREAS, the City Council approved Resolution No. 2023-0095 on December 4, 2023, requesting the Spokane County Auditor to hold a special election on August 6, 2024, for the City to submit to the voters a measure proposing an increase in the regular property tax levy for Citywide Park Improvements and Safety for a twenty-year period beginning in 2025; and

WHEREAS, pursuant to RCW 29A.32.280, SMC 01.07.010 and the Spokane County Local Voters' Pamphlet -- Administrative Rules for Jurisdictions, the City Council shall appoint committees to prepare statements both for and against the ballot measure; and

WHEREAS, on December 4, 2023 the City Council approved resolution 2023-0104 appointing individuals to the for and against committees to prepare the required statements for the regular property tax levy for Citywide Park Improvements and Safety; and

WHEREAS, since approval of Resolution 2023-0104 it has become necessary to revise the list of individuals appointed to the for and against committees and to modify the explanatory statement to reflect the correct ballot reference to the levy; and

WHEREAS, RCW 29A.32.241 (1)(d) provides that the City Attorney is to prepare an explanatory statement of certain ballot measures to be included in the local voters' pamphlet.

NOW, THEREFORE, BE IT RESOLVED that the City Council appoints the following members to the for and against committees to prepare arguments in favor of and in opposition to Proposition No. 1 as well as rebuttal statements, consistent with SMC 01.07.010 and the Spokane County's Administrative Rules, to be voted on at the August 6, 2024 special election. The For/Against Committee Membership Appointment Form as provided for by the Spokane County Elections Department shall be attached to this resolution.

Proposition No. 1 Committee:

- 1.
- 2.
- 3.

Proposition No. 1 Against Committee:

- 1.
- 2.
- 3.

BE IT FURTHER RESOLVED that the City Council approves that the explanatory statement provided below, as prepared by the City Attorney, be forwarded to the Spokane County Elections Department for inclusion in the local voters' pamphlet.

Explanatory Statement for City of Spokane Proposition No. 1 –Citywide Park Improvement and Safety Levy

Proposition No. 1 submits to the voters a ballot measure proposing an increase in the regular property tax levy for Citywide Park Improvements and Safety for a twenty-year period beginning in 2025. This levy will impose an additional regular property tax levy in the amount of \$0.29 per \$1,000 of 2025 assessed value to be used for parks renovation and improvements in neighborhoods citywide including renovating aging parks, playgrounds, restrooms, sport courts, and trailheads; increasing park rangers and maintenance personnel; developing new parks in neighborhoods without parks; adding all-weather sports fields; and protecting natural lands. It is anticipated that the levy lid lift will initially raise approximately \$10.3M annually beginning in 2025. For a median home valued at \$330,000, this levy would add approximately \$96 per year to the property tax. This levy revenue rate will generate approximately 29% of Park's budget.

If the Parks Improvement and Safety Levy is not approved, additional safety and maintenance staff will not be added, and proposed improvements to park facilities and grounds will not be implemented.

BE IT FURTHER RESOLVED that the City Clerk is directed to deliver a certified copy of this resolution to the Spokane County Auditor no later than May 3, 2024.

ADOPTED by the City Council _____, 2024.

City Clerk

Approved as to form:

Assistant City Attorney

Committee Briefing Paper

Finance & Administration Committee

Committee Date	04/22/2024
Submitting Department	City Council
Contact Name	Giacobbe Byrd
Contact Email & Phone	gbyrd@spokanecity.org 6715
Council Sponsor(s)	CM Cathcart; CP Wilkerson; and CM Zappone
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5min
Agenda Item Name	Resolution Appointing Pro-Con Committee for Measure Proposing an Increase to the Regular Property Tax Levy for Public Safety
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	A resolution regarding the appointment of for and against committee members, relating to a measure proposing an increase to the regular property tax levy for public safety.
*use the Fiscal Impact box below for relevant financial information	

Fiscal Impact

Approved in current year budget? Yes No N/A

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

Current year cost:

Subsequent year(s) cost:

Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue

Funding Source One-time Recurring N/A

Specify funding source: [Select Funding Source*](#)

Is this funding source sustainable for future years, months, etc? [Click or tap here to enter text.](#)

Expense Occurrence One-time Recurring N/A

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

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

- What impacts would the proposal have on historically excluded communities?
N/A – this is a resolution appointing committees to prepare statements both for and against the ballot measure pursuant to SMC 01.07.010 and the Spokane County Local Voters’ Pamphlet.
- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?
N/A – this is a resolution appointing committees to prepare statements both for and against the ballot measure pursuant to SMC 01.07.010 and the Spokane County Local Voters’ Pamphlet.
- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

N/A – this is a resolution appointing committees to prepare statements both for and against the ballot measure pursuant to SMC 01.07.010 and the Spokane County Local Voters’ Pamphlet.

- 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 – this is a resolution appointing committees to prepare statements both for and against the ballot measure pursuant to SMC 01.07.010 and the Spokane County Local Voters’ Pamphlet.

Council Subcommittee Review

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

N/A – this is a resolution appointing committees to prepare statements both for and against the ballot measure pursuant to SMC 01.07.010 and the Spokane County Local Voters’ Pamphlet.

RESOLUTION NO. 2024 - 0041

A resolution regarding the appointment of for and against committee members relating to a Proposition No. 1 on the August 6, 2024, special election ballot regarding a measure proposing an increase in the regular property tax levy for public safety operations beginning in 2025.

WHEREAS, the City Council approved Resolution No. 2024-0041 on April 29, 2024, requesting the Spokane County Auditor to hold a special election on August 6, 2024, for the City to submit to the voters a measure proposing an increase in the regular property tax levy for public safety operations beginning in 2025; and

WHEREAS, pursuant to SMC 01.07.010 and the Spokane County Local Voters' Pamphlet --- Administrative Rules for Jurisdictions, the City Council shall appoint committees to prepare statements both for and against the ballot measure; and

WHEREAS, RCW 29A.32.241 (1)(d) provides that the City Attorney is to prepare an explanatory statement of certain ballot measures to be included in the local voters' pamphlet; and

NOW, THEREFORE, BE IT RESOLVED that the City Council appoints the following members to the for and against committees to prepare arguments in favor of and in opposition to Proposition No. 1 as well as rebuttal statements, consistent with SMC 01.07.010 and the Spokane County's Administrative Rules, to be voted on at the August 6, 2024 special election:

Proposition No. 1 For Committee:

- 1.
- 2.
- 3.

Proposition No. 1 Against Committee:

- 1.
- 2.
- 3.

And further resolves that the For/Against Committee Membership Appointment Form as provided for by the Spokane County Elections Department shall be attached to this resolution; and

BE IT FURTHER RESOLVED that the City Council approves that the explanatory statement provided below, as prepared by the City Attorney, be forwarded to the Spokane County Elections Department for inclusion in the local voters' pamphlet:

Explanatory Statement for City of Spokane Proposition No. 1 – Citywide Public Safety Operations Levy

[Insert Explanation]

and

BE IT FURTHER RESOLVED that the City Clerk is directed to deliver a certified copy of this resolution to the Spokane County Auditor no later than May 3, 2024.

ADOPTED by the City Council _____, 2024.

City Clerk

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 04/22/2024

Committee Agenda type: Discussion

Date Rec'd

3/19/2024

Clerk's File #

Renews #

Cross Ref #

Council Meeting Date: 05/06/2024

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 ZZAPPONE

Agenda Item Name

0410 - UPDATE SMC SECTION 03.01A.350

Agenda Wording

Updating SMC Section 03.01A.350 relating to the department of Management & Budget

Summary (Background)

During SMC review, it has been noted that the department of Management & Budget has had some changes to their structure that needs to be corrected within SMC to reflect current status.

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	April 22, 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: 5 min
Agenda Item Name	Update SMC section 03.01A.350
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>During SMC review, it has been noted that the office of Management & Budget have had some changes to their structure that need to be corrected within SMC to reflect current stats. The error has been discovered and is needing to be adjusted.</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: Click or tap here to enter text.</p> <p> Current year cost:</p> <p> Subsequent year(s) cost:</p> <p>Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impacts (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> • What impacts would the proposal have on historically excluded communities? – N/A – Part of Finance & Administration restructure • How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? – N/A – Part of Finance & Administration restructure 	

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

Council Subcommittee Review

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

ORDINANCE NO. C _____

An ordinance relating to the executive and administrative organization of the City, and amending SMC section 3.01A.350

The City of Spokane does ordain:

Section 1. That SMC section 03.01A.350 is amended to read as follows:

3.01A.350 Management and Budget

- A. The department of management and budget assists the chief financial officer in budget development and administration by review and analysis of the City's financial condition, reporting as needed on revenues and expenditures of the various departments. The department is responsible for coordinating the development of the annual budget, budget control, financial forecasting and planning, and the budget activities of all departments.

- B. This department also assists departments with research projects, cost/benefit analyses and similar fiscal management and planning; and manages the City's indirect cost allocation plan.

~~((C. The taxes and license section administers the City's business registration process and administers the City's various municipal taxes. Its responsibilities include processing applications, registrations and returns; and billing, collecting, accounting and auditing of fees and taxes.))~~

~~((D. The director of management and budget oversees the risk management department functions.))~~

PASSED by the City Council on _____, 2024.

Council President

Attest

Approved as to Form

Clerk

City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 04/22/2024

Committee Agenda type: Discussion

Date Rec'd

4/2/2024

Clerk's File #

Renews #

Cross Ref #

Council Meeting Date: 05/06/2024

Submitting Dept

ACCOUNTING & GRANTS

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 ZZAPPONE

Agenda Item Name

5600 - SBO ARPA ALLOCATION

Agenda Wording

It is the recommendation of Administration staff on each of the ARPA working groups to pull back \$9.45 million in ARPA allocation based on number of open projects with lack of scope, timing and risk of funds not being spent down timely

Summary (Background)

The attached Special Budget Ordinance is reallocating \$9.45 million to the following: \$5 million to support a new housing model \$1 million for adequate facilities \$2.15 million to expand broadband infrastructure \$ 0.95 million to support a "vibrant, clean and safe" Spokane initiative \$ 350,000 to support Municipal Court's Community Justice Services

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 9.45 million

Current Year Cost \$ 0

Subsequent Year(s) Cost \$ 0

Narrative

ARPA encumbrances must be set by the end of 2024.

Amount

Budget Account

Neutral \$ 9,449,732.19

1425-various

Revenue \$ 350,000

0690-16100-99999-39719-99999

Expense \$ 350,000

0690-16100-various-51001-99999

Select \$

#

\$

#

\$

#

Council Briefing Paper

Finance & Administration Committee

Committee Date	4/22/24
Submitting Department	Finance
Contact Name	Matt Boston
Contact Email & Phone	mboston@spokanecity.org x6820
Council Sponsor(s)	CM Cathcart, CP Wilkerson, CM Zappone
Select Agenda Item Type	<input checked="" type="checkbox"/> Discussion Time Requested: 10min
Agenda Item Name	Special Budget Ordinance – ARPA Reallocation
Grant Item	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda
Summary What is the specific purpose or need for the budget adjustment? What changes or developments have triggered this request?	Placeholder SBO for ARPA allocation based on some open projects with lack of scope, timing and risk of funds not being spent down timely. The attached Special Budget Ordinance will likely be substituted by council members before moving to a legislative session.
Fiscal Impact Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>Reallocation of \$TBD</u> Current year cost: Subsequent year(s) cost:	
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Grant Is this funding source sustainable for future years, months, etc? ARPA encumbrances must be set by the end of 2024.	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Other budget impacts: (revenue generating, match requirements, etc.) ARPA encumbrances must be set by the end of 2024 to be spent by end of 2026.	
Operations Impacts (If N/A, please give a brief description as to why) <ul style="list-style-type: none"> • What are the net impacts this adjustment will have on the specifically affected line items? Increased investment in health, human services, and accessibility to create an overall vibrant, clean and safe community. • What operational changes will occur because of this adjustment? This list is more manageable for staff and has a greater likelihood to be encumbered by end of year. 	

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

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

These initiatives assist the unhoused, addicted, indigent and those struggling to provide the broadband utility to their households.

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 American Rescue Plan Fund and the General Fund which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

- 1) Reallocate the appropriation of \$ _____ that was previously allocated for the purpose of _____.
- 2) Reallocate the appropriation of \$ _____ that was previously allocated for the purpose of _____.
- 3) Reallocate the appropriation of \$ _____ that was previously allocated for the purpose of _____.
- 4) Decrease appropriation by \$ _____.
- A) Of the decreased appropriation, \$ _____ is removed solely from other miscellaneous charges.

- 5) Of the reallocated appropriation, \$ _____ is provided solely to _____.
- 6) Of the reallocated appropriation, \$ _____ is provided solely to _____.
- 7) Of the reallocated appropriation, \$ _____ is provided solely to _____.

- 8) Increase appropriation by \$ _____.
- A) Of the increased appropriation, \$ _____ is provided solely for an operating transfer-out to the General Fund.

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

- 1) Increase revenue by \$ _____.
- A) Of the increased revenue, \$ _____ is provided solely for _____.

- 2) Increase appropriation by \$ _____.
- A) Of the increased appropriation, \$ _____ is provided solely for _____.

Section 3. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to re-allocate ARPA funding for other purposes, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

WORKING DRAFT ARPA CLAW BACK PROPOSAL

Current Projects Active & Open							
ARPA Allocation	Amount allocated	Amount encumbered	Pending Draw	Amount spent through 4/18/24	ARPA Claw Back Proposal	Remaining Amount to Contract	Notes
Playground Equipment	\$ 160,000.00	\$ 7,339.44		\$ 152,660.56		\$ -	Retainage Payment
Homeless Operations & Capital	10,124,071.00	2,934,179.43		4,306,541.04		2,883,350.53	
Police Capital	2,374,000.00	1,684,781.01		689,218.99		-	
Fire Capital	3,707,869.00	51,818.40		3,473,257.26		182,793.34	Spent in 2024
ADU Permits	150,000.00	-		59,372.02	60,000.00	30,627.98	Partial clawback recommended
Extreme Weather	120,000.00	24,579.75		95,420.25		-	
Truck to pull Firehouse	50,000.00	-		50,000.00		-	
Administration	655,000.00	486.00		367,696.11		286,817.89	Project Employees
Affordable Housing	2,000,000.00	309,824.41		1,690,175.59		-	
Child Care	3,500,000.00	2,206,500.33		1,293,499.67		-	
Employment Support for Arts	1,000,000.00	291,018.99		708,981.01		-	
Pre-Apprenticeship Training	400,000.00	188,063.43		211,936.57		-	
Parks Amentities	1,120,000.00	89,546.60		1,013,055.67		17,397.73	Parks will spend in 2024
Community Center Capital	1,500,000.00	10,590.65		551,282.54		938,126.81	Facilitis Assessment and Plan
Down Payment Assistance	1,500,000.00	692,435.24		807,564.76		-	
Fire Safety House	125,000.00	7,862.40		107,773.41		9,364.19	For Commissioning Costs
Police Capital 2024	3,128,000.00	3,128,000.00		-		-	
Language Access	259,553.00	-		-		259,553.00	Web Developer
Expo 74 +50	250,000.00	250,000.00		-		-	Spend by July 2024
Chief Recruitment	125,000.00	54,500.00		15,139.50	50,000.00	5,360.50	Partial clawback recommended
Higher Education	4,895,100.69	3,578,269.75	135,351.74	1,316,830.94		-	
Total	\$ 37,143,593.69	\$ 15,509,795.83	\$ 135,351.74	\$ 16,910,405.89	\$ 110,000.00	\$ 4,613,391.97	

Current Projects Pending							
ARPA Allocation	Amount allocated	Amount encumbered	Amount spent through 4/18/24	ARPA Claw Back Proposal	Remaining Amount	WorkGroup Council Sponsors	Notes
Projects of Citywide Significance	\$ 2,000,000.00	\$ -	\$ 809,085.39	\$ 1,190,914.61	\$ -	Bingle, Klitzke, Dillon	Full Clawback recommended however planning has requested to keep \$524,321.24 to extend projects to be completed
Sub Area Planning	1,000,000.00	158,025.70	172,766.21		669,208.09	Wilkerson, Cathcart, Klitzke	No clawback recommended at this time, move forward
EV Stations	\$ 90,000.00	-	15,188.58	74,811.42	-		Full clawback recommended.
Municipal Building Capital	1,872,000.00	-	78,078.18	1,793,921.82	-		Full clawback recommended.
Youth Behavior Health	3,000,000.00	593,278.38	706,721.62	1,300,000.00	400,000.00	Zappone, Bingle, Navarrete	Partial clawback recommended. Next step would be to amend LAUNCH contract so they can purchase capital (cars) with their existing allocation. The remaining \$400,000 Youth Behavioral Health project funding would go to cultural centers youth coordinators (this would require another NOFA).
Neighborhood Business Districts	2,500,000.00	-	12,750.00		2,487,250.00	Bingle, Dillon, Zappone	No clawback recommended at this time. Next steps are to hire third party administrator to help neighborhoods either accomplish neighborhood projects or establish a BID. This would require a NOFA.
Multi Cultural Centers	1,000,000.00				1,000,000.00	Bingle, Dillon, Zappone	No clawback recommended at this time. Move forward as is
Unallocated	474,885.63	-	-	474,885.63	-		Unallocated funding can be clawed back for reallocation at a future date
Total	\$ 11,936,885.63	\$ 751,304.08	\$ 1,794,589.98	\$ 4,834,533.48	\$ 4,556,458.09		

Grand Total recommended for clawback \$ 4,944,533.48

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	4/22/24
Submitting Department	Community, Housing, and Human Services
Contact Name	Dawn Kinder
Contact Email & Phone	Dkinder@spokanecity.org , 6443
Council Sponsor(s)	<u>Zappone, Bingle, Klitze</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	1680- TRAC and The Salvation Army Extension
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	Contract extension for TRAC Shelter effective May 1, 2024 for an additional month for \$700,000. TRAC is operated by The Salvation Army and is to provide services 24/7/365 for 250 adults.
*use the Fiscal Impact box below for relevant financial information	
Fiscal Impact	
Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>700,000.00</u> Current year cost: Subsequent year(s) cost:	
Narrative: <u>Use of ARPA funds to extend the Salvation Army operating the TRAC Shelter for a month to supply beds and services.</u>	
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Select Funding Source* Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? The extension would allow for excluded community members to have a location to safely reside.	
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 collection will be collected in compliance with CMIS.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Data will be available for review with other shelter data.	
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 extension will have us in compliance with SMC code.	



City of Spokane

CONTRACT AMENDMENT/EXTENSION

Title: TRAC Shelter Amendment C with The Salvation Army

THIS CONTRACT AMENDMENT EXTENSION is between the CITY OF SPOKANE, a Washington State municipal corporation, as ("City"), and THE SALVATION ARMY, whose address is 222 E Indiana Avenue, Spokane, WA 99207, as ("Grantee"). Individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Grantee agreed to ADMINISTER SERVICES AND OPERATE A SHELTER FOR THOSE EXPERIENCING HOMELESSNESS AT THE "TRENT RESOURCE AND ASSISTANCE CENTER " OR "TRAC"; and

WHEREAS, additional work and time to perform has been requested, and thus the Original Agreement term for performance needs to be formally extended; and

WHEREAS, additional funds are necessary to complete the Project; and

WHEREAS, the Grantee agrees to the ARPA Terms and Conditions as attached; and

WHEREAS, the parties agree to modify the corresponding Project budget and to supplant the original Agreement billing form Attachment referenced as part of the original Agreement documents;

-- Now, Therefore, the parties agree as follows:

1. **CONTRACT DOCUMENTS**. The original Contract dated January 9, 2023, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.
2. **EFFECTIVE DATE**. This Contract Amendment/Extension shall become effective on May 1, 2024.

3. **ADDITIONAL WORK.** The Scope of Work of the original Contract is amended to add the following:

Section No. 3 - Budget

The total amount the City shall pay the Grantee is increased by **SEVEN HUNDRED THOUSAND AND NO/100 DOLLARS (\$700,000.00)**, which equates to a new total Agreement amount not to exceed **THIRTEEN MILLION FIVE HUNDRED SEVENTY THOUSAND FIVE HUNDRED EIGHTY-SIX AND NO/100 DOLLARS (\$13,570,586.00)** for everything furnished and done under the original Agreement and this Amendment.

The original Agreement BUDGET chart is modified as follow this budget chart entirely replaces the budget chart portrayed in ATTACHMENT D (page 20) of the original Agreement:

<u>Category</u>	<u>Amount</u>
SHELTER OPERATIONS 2022	\$1,097,322.00
SHELTER OPERATIONS 2023	\$4,543,264.00
SHELTER OPERATIONS AMENDMENT A	\$3,500,000.00
SHELTER OPERATIONS AMENDMENT B	\$3,730,000.00
SHELTER OPERATIONS AMENDMENT C	\$700,000.00
TOTAL	\$13,570,586.00

SHELTER OPERATIONS AMENDMENT C SPENDING ALLOWABILITY
PER MONTH

May 2024	\$700,000.00
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Attachment B – Services to be performed, section 1.b.1. Intake and sheltering services shall operate twenty-four hours a day, seven days a week, 365 days a year (24/7/365) for up to **two hundred fifty (250)** adults in accordance with normal shelter operations and any relevant health or pandemic social distancing requirements.

4. **EXTENSION.** The contract documents are hereby extended and shall run through May 31, 2024.

5. **COMPENSATION.** The City shall pay Grantee a maximum amount not to exceed **SEVEN HUNDRED THOUSAND AND NO/100 DOLLARS, (\$700,000.00)**, for everything furnished and done under this Contract Amendment/Extension.

THE SALVATION ARMY	CITY OF SPOKANE:
By: _____ <i>(signature)</i>	By: _____ <i>(signature)</i>
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
Email: _____	

ATTEST:	APPROVED:
_____ City Clerk	_____ Assistant City Attorney

Attachments that are part of this Contract Extension:

ARPA General Terms and Conditions

General Terms & Conditions

1. CONTRACTING WITH CURRENT OR FORMER CITY EMPLOYEES

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

2. PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

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

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

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

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

3. OWNERSHIP OF DOCUMENTS

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

4. ACCEPTANCE PERIOD

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

5. COSTS TO PROPOSE

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

6. INTERLOCAL PURCHASE AGREEMENTS

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

7. DEBRIEFING OF UNSUCCESSFUL PROPOSERS

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

8. MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

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

9. NONDISCRIMINATION

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

10. BUSINESS REGISTRATION REQUIREMENT

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

11. PAYMENT

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

12. ANTI-KICKBACK

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

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

13. DISPUTES

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

14. TERMINATION

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

15. LIABILITY

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

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

16. INSURANCE COVERAGE

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

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

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

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

SPECIFIC GRANT RELATED LANGUAGE

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

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

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
- B. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice.

- C. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification.
- D. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

18. CERTIFICATION REGARDING LOBBYING

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

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

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

19. DOMESTIC PREFERENCE

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

20. CLEAN AIR ACT

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

21. CONFORMANCE WITH FEDERAL, STATE, AND LOCAL LAWS

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

22. MAINTENANCE OF RECORDS

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

23. CONFERENCE ROOMS

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

24. AMERICANS WITH DISABILITIES ACT INFORMATION (ADA)

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

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

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

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

25. TITLE VI STATEMENT

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

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



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 04/22/2024

Committee Agenda type: Discussion

Date Rec'd

4/11/2024

Clerk's File #

Renews #

Cross Ref #

Council Meeting Date: 05/06/2024

Submitting Dept

NEIGHBORHOOD SERVICES

Project #

Contact Name/Phone

PATRICK 625-6263

Bid #

Contact E-Mail

PSTRIKER@SPOKANECITY.ORG

Requisition #

Agenda Item Type

Special Budget Ordinance

Council Sponsor(s)

BWILKERSON ZZAPPONE MCATHCART

Agenda Item Name

0550 - SBO - POSITION TRANSFER WITHIN GENERAL FUND

Agenda Wording

This request is to transfer a position from the finance department to a much-needed position within ONS. ONS would like to hire a Community Outreach Manager to assist the department with community engagement.

Summary (Background)

One of the requests from the Mayor's transition committee was a much more concerted and focused effort by the city to reach out to community groups, community centers, historically marginalized groups, and the arts community. There are many gains to be had by increasing our connections with these groups and utilizing that, for the benefit of the community at-large.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 137,588

Current Year Cost \$ 90,048

Subsequent Year(s) Cost \$ Prevailing Wage

Narrative

This is a position transfer within the General Fund.

Amount

Budget Account

Expense \$ 90,048

0550-53700-57200-various

Expense \$ -90,048

0410-30300-14230-various

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

STRIKER, PATRICK

Division Director

KINDER, DAWN

Accounting Manager

ORLOB, KIMBERLY

Legal

SCHOEDEL, ELIZABETH

For the Mayor

PICCOLO, MIKE

Additional Approvals

MANAGEMENT &

STRATTON, JESSICA

Distribution List

korlob@spokanecity.org

klouden@spokanecity.org

Council Briefing Paper

Finance & Administration Committee

Committee Date	4/22/24
Submitting Department	Office of Neighborhood Services
Contact Name	Patrick Striker
Contact Email & Phone	pstriker@spokanecity.org , 509-625-6263
Council Sponsor(s)	CP Wilkerson & CM Zappone
Select Agenda Item Type	<input checked="" type="checkbox"/> Discussion Time Requested: 5 min
Agenda Item Name	SBO – position transfer within General Fund
Grant Item	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Proposed Council Action	<input checked="" type="checkbox"/> Approval on 5/6/24 legislative agenda
<p>Summary</p> <p>What is the specific purpose or need for the budget adjustment?</p> <p>What changes or developments have triggered this request?</p>	<p>This request is to transfer a position from the finance department to a much needed position within ONS. ONS would like to hire a Community Outreach Manager to assist the department with community engagement.</p> <p>One of the requests from the Mayor’s transition committee was a much more concerted and focused effort by the city to reach out to community groups, community centers, historically marginalized groups, and the arts community. There are many gains to be had by increasing our connections with these groups and utilizing that, for the benefit of the community at-large.</p> <p>Currently, ONS staff are nearing capacity with their increased attendance at neighborhood councils, CA committees, and programs. This position would allow us to help the city increase our partnerships and utilize social capital within these groups for various community programs and events. This position will perform outreach, engagement, and be a liaison to these very specific groups to help them grow and thrive and provide a mutually beneficial relationship.</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>\$137,588 annual salary</u></p> <p style="padding-left: 40px;">Current year cost: \$90,048</p> <p style="padding-left: 40px;">Subsequent year(s) cost: prevailing wage</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Reallocation</p> <p>Is this funding source sustainable for future years, months, etc? This is a position transfer within the General Fund.</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.) None, this is a neutral impact as positions are comparably paid.</p>	
<p>Operations Impacts (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> • What are the net impacts this adjustment will have on the specifically affected line items? 	

The Budget Office will remain at three positions while ONS would grow to six positions.

- What operational changes will occur because of this adjustment?
Regarding external operations, this position will allow us to increase our reach and participation with the community to various groups who serve the community but could use a city liaison. See description above.
Regarding internal operations, this position will help ONS with the workload and various projects as needed.
- What are the potential risks or consequences of not approving the budget adjustment?
As mentioned, ONS staff are almost at capacity. As Spokane continues to grow and as more community groups continue to form, the hope is that we are able to reach out to these groups to work with them and act as that liaison to help them thrive. While Spokane is an incredible city, there are many groups we are missing in terms of engagement. Until we can get a position that focuses on those groups specifically, we risk that they will remain forgotten.
- 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 is in line with the recommendations from the mayor's Transition Committee, and helps to further the Spokane initiative that "In Spokane, We All Belong." This position will help focus on groups we do not normally reach out to who are part of this community.

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

This position will help various inequities and inequalities by reaching out and engaging with groups that are historically marginalized to get them in a relationship with the city, and help them work through city processes to help them grow and thrive.

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) Remove one classified Budget Analyst position (from 3 to 2) in the Management & Budget department.
- 2) Add one exempt Community Outreach Manager position (from 0 to 1) in the Neighborhood Services department.
- 3) Decrease appropriation by \$90,048.
 - A) Of the decreased appropriation, \$90,048 is removed from base wages and associated employee benefits in the Management & Budget department.
- 4) Increase appropriation by \$90,048.
 - A) Of the increased appropriation, \$90,048 is provided for base wages and associated employee benefits in the Neighborhood Services department.

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 staffing changes in the Neighborhood Services department, 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

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	April 22, 2024
Submitting Department	IT
Contact Name	Mike Sloon
Contact Email & Phone	msloon@spokanecity.org , 625-6478
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	Copiers NW Master Contract renewal
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	Master Contract with Copiers Northwest, Inc. for purchasing, leasing, service, software maintenance and support for the City of Spokane’s copier and printer purchases. Contract will provide the City with a Master Contract (to be managed by IT) from which all City Departments will accrue future copiers or printers. Utilizing WA State Contract #06619 (NASPO No.140595). Total cost is \$300,000.00 including sales tax. Term is April 1, 2024 – March 31, 2025. 2023 contracted amount was \$300,000.00 including tax.
Fiscal Impact	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$300,000.00 including sales tax</u> Current year cost: \$300,000.00 including sales tax Subsequent year(s) cost: \$300,000.00 including sales tax	
Narrative: Master Contract with Copiers Northwest, Inc. for expenditures related to copiers and printers citywide. Utilizing WA State Contract #06619 (NASPO No.140595). Term is April 1, 2024 – March 31, 2025.	
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 – IT Hardware 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 Hardware and Support

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

IT 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 infrastructure.



City of Spokane
CONTRACT EXTENSION
Title: **COPIERS AND MANAGED
PRINT SERVICES**

This Contract Extension is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **COPIERS NORTHWEST, INC.**, whose address is 601 Dexter Avenue North, Seattle, Washington 98109, 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 Purchasing, Leasing, Service, Software Maintenance and Support for the City of Spokane's Copier and Printer Purchases; and

WHEREAS, additional time is required and, thus, the Contract time for performance needs to be formally extended by this written document.

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

1. CONTRACT DOCUMENTS.

The Contract dated April 2, 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 DATE.

This Contract Extension shall become effective on April 1, 2024 and shall run through March 31, 2025.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00)**, plus applicable sales tax, for everything furnished and done under this Contract Extension.

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 Extension by having legally-binding representatives affix their signatures below.

COPIERS NORTHWEST, 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:
Certification Regarding Debarment

24-047

**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)



Business Lookup

License Information:

New search Back to results

Entity name: COPIERS NORTHWEST, INC.
Business name: COPIERS NORTHWEST INC
Entity type: Profit Corporation
UBI #: 600-628-310
Business ID: 001
Location ID: 0001
Location: Active
Location address: 615 S ALASKA ST SEATTLE WA 98108-1728
Mailing address: 615 S ALASKA ST SEATTLE WA 98108-1728
Excise tax and reseller permit status: Click here
Secretary of State status: Click here

Table with 7 columns: Endorsements held at this location, License #, Count, Details, Status, Expiration date, First issuance date. Contains 3 rows of license data.

Page 2 of 3

Endorsements

Filter input field

Table with 7 columns: Endorsements held at this location, License #, Count, Details, Status, Expiration date, First issuance date. Contains 2 rows of endorsement data.

Endorsements held at this locati	License #	Count	Details	Status	Expiration date	First issuance d:
Pacific General Business - Non-Resident	2125			Active	Jun-30-2024	Oct-27-2021
Puyallup General Business - Non-Resident	2008026			Active	Jun-30-2024	Mar-12-2010
Redmond General Business - Non-Resident	RED09-000279			Active	Jun-30-2024	Oct-14-2009
Richland Retail & Wholesale Business	C18000			Active	Jun-30-2024	Sep-09-2009
Shelton General Business	8003990			Active	Jun-30-2024	Sep-12-2018
Spokane General Business - Non-Resident	T12056119BUS			Active	Jun-30-2024	Oct-15-2012
Spokane Valley General Business - Non-Resident				Active	Jun-30-2024	Feb-20-2009
Sumner General Business - Non-Resident				Active	Jun-30-2024	Oct-30-2009

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

Governing people	Title
PETRIE, GREGG	
PETRIE, MARK	

Registered Trade Names

Registered trade names	Status	First issued
BLUZE BRA TECHNOLOGIES	Active	Apr-19-2012
WATERSMART COOLERS	Active	Mar-31-2008

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 7/11/2023 9:38:30 AM

[Contact us](#)

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[Take our survey!](#)

Don't see what you expected?
Check if your browser is supported





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/03/2023

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 Brown & Brown of Washington, Inc. 701 Fifth Ave Ste 550 Seattle WA 98104		CONTACT NAME: Carol Caughey ACSR PHONE (A/C, No, Ext): (206) 956-1600 E-MAIL ADDRESS: Carol.Caughey@bbrown.com	FAX (A/C, No): (206) 956-9600																					
INSURED Copiers Northwest, Inc 615 S Alaska Street Seattle WA 98108		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Hartford Fire Insurance Company</td> <td></td> <td>19682</td> </tr> <tr> <td>INSURER B: Hartford Casualty Insurance Company</td> <td></td> <td>29424</td> </tr> <tr> <td>INSURER C: Lloyd's of London</td> <td></td> <td>15792</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Hartford Fire Insurance Company		19682	INSURER B: Hartford Casualty Insurance Company		29424	INSURER C: Lloyd's of London		15792	INSURER D:			INSURER E:			INSURER F:		
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COVERAGES**CERTIFICATE NUMBER:** 23 Master Blkt All cov**REVISION NUMBER:**

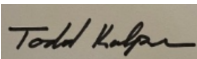
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		52 UUN HC1229	07/28/2023	07/28/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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 checked="" 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			52UENCG7563	07/28/2023	07/28/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			52 RHU HC1531	07/28/2023	07/28/2024	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	52 UUN HC1229	07/28/2023	07/28/2024	<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
C	Cyber Liability Claims Made			MPL2314029.23	10/11/2023	07/28/2024	Each Claim or Event \$3,000,000 Retention \$25,000

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

Re: Working within the Public Right-of-Way

CERTIFICATE HOLDER**CANCELLATION**

City of Spokane Planning & Development Services 808 West Spokane Falls Blvd. Spokane WA 99201334	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ADDITIONAL REMARKS SCHEDULE

AGENCY Brown & Brown of Washington, Inc.		NAMED INSURED Copiers Northwest, Inc	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

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

Additional Insured:
 The City of Spokane
 But only to the extent of the policy language and endorsements.



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 stock insurance company member of The Hartford 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" 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.
- d. 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".
- e. **Incidental Medical Malpractice And Good Samaritan Coverage**
- "Bodily injury" arising out of the rendering of or failure to render the following health care services by any "employee" or "volunteer worker" shall be deemed to be caused by an "occurrence" for:

- (1) Professional health care services such as:
 - (a) Medical, surgical, dental, laboratory, x-ray or nursing services or treatment, advice or instruction, or the related furnishing of food or beverages;
 - (b) Any health or therapeutic service, treatment, advice or instruction; or
 - (c) The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or
- (2) First aid services, which include:
 - (a) Cardiopulmonary resuscitation, whether performed manually or with a defibrillator; or
 - (b) Services performed as a Good Samaritan.

For the purpose of determining the limits of insurance, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

However, this Incidental Medical Malpractice And Good Samaritan Coverage provision applies only if you are not engaged in the business or occupation of providing any of the services described in this provision.

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided 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 attorney 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 attorney 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:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) 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;

- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

- (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are 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 51 feet long; and
(b) Not being used to carry persons for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify 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"; or

(6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

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) and (4) of this exclusion do not apply to "property damage" arising from the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at the job site.

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. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to 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. Employment-Related Practices

"Bodily injury" to:

- (1) A person arising out of any "employment-related practices"; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

r. Asbestos

- (1) "Bodily injury" or "property damage" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
 - (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
 - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
 - (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating,

detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

s. 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 Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or 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.

Damage To Premises Rented To You - Exception For Damage By Fire, Lightning Or Explosion

Exclusions c. through h. and j. through n. do not apply to damage by fire, lightning or explosion 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" arising out of an offense committed by, at the direction or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral, written or electronic 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, written or electronic 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.

i. Infringement Of Intellectual Property Rights

- (1) "Personal and advertising injury" arising out of any actual or alleged infringement or violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, trade dress, service mark or other designation of origin or authenticity; or
- (2) Any injury or damage alleged in any claim or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

- (1) Infringement, in your "advertisement", of:
 - (a) Copyright;
 - (b) Slogan; or
 - (c) Title of any literary or artistic work; or
- (2) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

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 a., b. and c. of the definition 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.

I. 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 metatags, 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. Internet Advertisements And Content Of Others

"Personal and advertising injury" arising out of:

- (1) An "advertisement" for others on your web site;
- (2) Placing a link to a web site of others on your web site;
- (3) Content, including information, sounds, text, graphics, or images from a web site of others displayed within a frame or border on your web site; or

(4) Computer code, software or programming used to enable:

- (a) Your web site; or
- (b) The presentation or functionality of an "advertisement" or other content on your web site.

q. Right Of Privacy Created By Statute

"Personal and advertising injury" arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act.

r. Violation Of Anti-Trust law

"Personal and advertising injury" arising out of a violation of any anti-trust law.

s. Securities

"Personal and advertising injury" arising out of the fluctuation in price or value of any stocks, bonds or other securities.

t. 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 Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or 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.

u. Employment-Related Practices

"Personal and advertising injury" to:

- (1) A person arising out of any "employment-related practices"; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

v. **Asbestos**

- (1) "Personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
 - (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
 - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
 - (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

w. **Access Or Disclosure Of Confidential Or Personal Information**

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal 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:
 - (1) The accident takes place in the "coverage territory" and during the policy period;
 - (2) The expenses are incurred and reported to us within three years of the date of the accident; and
 - (3) 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 \$1,000 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 appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
 - e. All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed to 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:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

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 that

"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 Paragraphs (1)(a) or (1)(b) above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services:

(a) Subparagraphs (1)(a), (1)(b) and (1)(c) above do not apply to any "employee" or "volunteer worker" providing first aid services; and

(b) Subparagraph (1)(d) above does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such 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. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

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. Legal Representative If You Die

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

e. Unnamed Subsidiary

Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which such insured is also a named insured under another policy or would be a named insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), 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 the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "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;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) 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;
- (e) 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;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) 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

(h) "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:

- (i) The exceptions contained in Sub-paragraphs (d) or (f); or
- (ii) 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.

(2) 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.

b. Lessors Of Equipment

(1) Any person(s) or organization(s) from whom you lease equipment; but only with respect to their 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).

(2) 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.

c. Lessors Of Land Or Premises

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

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

This insurance does not apply to:

- 1. Any "occurrence" which takes place after you cease to lease that land; or
- 2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or

omissions of those acting on your behalf:

- (1) In connection with your premises; or
- (2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, 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 services by or for you, including:

- 1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- 2. 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 services by or for you.

e. Permits Issued By State Or Political Subdivisions

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

Any other person or organization who is not an additional insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations;

- (2) In connection with your premises owned by or rented to you; or
- (3) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (a) The written contract or agreement requires you to provide such coverage to such additional insured; and
 - (b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

However:

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

With respect to the insurance afforded to these additional insureds, 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:

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

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 services by or for you.

The limits of insurance that apply to additional insureds is described in Section III - Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section IV - Commercial General Liability Conditions.

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 Most We Will Pay

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. General Aggregate Limit

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. Products-Completed Operations Aggregate Limit

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. Personal And Advertising Injury Limit

Subject to 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. Each Occurrence Limit

Subject to 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. Damage To Premises Rented To You Limit

Subject to 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, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

7. Medical Expense Limit

Subject to 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.

8. How Limits Apply To Additional Insureds

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- a. The limits of insurance specified in the written contract or written agreement; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

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. Notice Of Occurrence Or Offense

You or any additional insured 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. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

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

c. Assistance And Cooperation Of The Insured

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. Obligations At The Insureds Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or the additional insured is a partnership;

- (3) Any manager, if you or the additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or the additional insured is a corporation;
- (5) Any trustee, if you or the additional insured is a trust; or
- (6) Any elected or appointed official, if you or the additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

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 b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

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;

(4) Aircraft, Auto Or Watercraft

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;

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion j. of Section I - Coverage A - Bodily Injury And Property Damage Liability;

(6) When You Are Added As An Additional Insured To Other Insurance

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

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.

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:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) 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.

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

a. When You Accept This Policy

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.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

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

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, 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.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

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 the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper; or

b. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

- a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
- b. An interactive conversation between or among persons through a computer network.

2. **"Advertising idea"** means any idea for an "advertisement".

3. **"Asbestos hazard"** means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. **"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".

5. **"Bodily injury"** means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. **"Coverage territory"** means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in 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 a. above;
- (2) The activities of a person whose home is in the territory described in 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 the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory or in a settlement we agree to.

7. **"Employee"** includes a "leased worker". "Employee" does not include a "temporary worker".

8. **"Employment-Related Practices"** means:

- a. Refusal to employ that person;
- b. Termination of that person's employment; or
- c. Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person.

9. **"Executive officer"** means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

10. **"Hostile fire"** means one which becomes uncontrollable or breaks out from where it was intended to be.

11. **"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.

12. **"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, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage to

Premises Rented To You Limit described in Section III - Limits of Insurance;

- b. A sidetrack agreement;
- c. Any easement or license agreement, including an easement or license agreement 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, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. includes that part of any contract or agreement 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, road-beds, tunnel, underpass or crossing.

However, Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

13. "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".

14. "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".

15. "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 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 a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;

- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. "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 or organization occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral, written or electronic 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, written or electronic publication, in any manner, of material that violates a person's right of privacy;
- f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or
- g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".

18. "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.

19. "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.

20. "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.

As used in this definition, computerized or electronically stored data, programs or software are not tangible property. Electronic data means information, facts or programs:

- a. Stored as or on;
 - b. Created or used on; or
 - c. 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.

21. "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.

22. "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.

23. "Volunteer worker" means a person who

- a. Is not your "employee";
- b. Donates his or her work;
- c. Acts at the direction of and within the scope of duties determined by you; and
- d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "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.

25. "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.



STATE OF WASHINGTON

Department of Labor & Industries

Certificate of Workers' Compensation Coverage

July 28, 2023

WA UBI No.	600 628 310
L&I Account ID	507,156-01
Legal Business Name	COPIERS NORTHWEST INC
Doing Business As	COPIERS NORTHWEST INC
Workers' Comp Premium Status:	Account is current.
Estimated Workers Reported (See Description Below)	Quarter 2 of Year 2023 "Greater than 100 Workers"
Account Representative	Employer Services Help Line, (360) 902-4817
Licensed Contractor?	No

What does "Estimated Workers Reported" mean?

Estimated workers reported represents the number of full time position requiring at least 480 hours of work per calendar quarter. A single 480 hour position may be filled by one person, or several part time workers.

Industrial Insurance Information

Employers report and pay premiums each quarter based on hours of employee work already performed, and are liable for premiums found later to be due.

Industrial insurance accounts have no policy periods, cancellation dates, limitations of coverage or waiver of subrogation (See [RCW 51.12.050](#) and [51.16.190](#)).



UMBRELLA LIABILITY POLICY PROVISIONS

In this policy the words "you" and "your" refer to the Named Insured first shown in the Declarations and any other person or organization qualifying as a Named Insured under this policy. "We", "us" and "our" refer to the stock insurance company member of The Hartford Financial Services Group Inc. shown in the Declarations.

Other words and phrases that appear in quotation marks also have special meaning. Refer to DEFINITIONS (Section VII).

IN RETURN FOR THE PAYMENT OF THE PREMIUM, in reliance upon the statements in the Declarations made a part hereof and subject to all of the terms of this policy, we agree with you as follows:

SECTION I - COVERAGES

INSURING AGREEMENTS

A. Umbrella Liability Insurance

1. We will pay those sums that the "insured" becomes legally obligated to pay as "damages" in excess of the "underlying insurance" or of the "self-insured retention" when no "underlying insurance" applies, because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies caused by an "occurrence". But, the amount we will pay as "damages" is limited as described in **Section IV - LIMITS OF INSURANCE.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Section II - INVESTIGATION, DEFENSE, SETTLEMENT.**

2. This insurance applies to "bodily injury", "property damage" or "personal and advertising injury" only if:
 - a. The "bodily injury", "property damage" or "personal and advertising injury" occurs during the "policy period"; and
 - b. Prior to the "policy period", no insured listed under Paragraph **A.** of Section **III - 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".

3. "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 **A.** of Section **III - Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
 - a. Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - b. Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - c. Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

B. Exclusions

This policy does not apply to:

1. Pollution

Any obligation:

- a. To pay for the cost of investigation, defense or settlement of any claim or suit against any "insured" alleging actual or threatened injury or damage of any nature or kind to persons or property which arises out of or would not have occurred but for the pollution hazard; or
- b. To pay any "damages", judgments, settlements, loss, costs or expenses that may be awarded or incurred:
 - i. By reason of any such claim or suit or any such injury or damage; or
 - ii. In complying with any action authorized by law and relating to such injury or damage.

As used in this exclusion, pollution hazard means an actual exposure or threat of exposure to the corrosive, toxic or other harmful properties of any solid, liquid, gaseous or thermal:

- a. Pollutants;
- b. Contaminants;

- c. Irritants; or
- d. Toxic substances;

Including:

Smoke;

Vapors;

Soot;

Fumes;

Acids;

Alkalis;

Chemicals, and

Waste materials consisting of or containing any of the foregoing. Waste includes materials to be recycled, reconditioned or reclaimed.

EXCEPTION

This exclusion does not apply:

- a. To "bodily injury" to any of your "employees" arising out of and in the course of their employment by you; or
- b. To injury or damage as to which valid and collectible "underlying insurance" with at least the minimum limits shown in the Schedule of Underlying Insurance Policies is in force and applicable to the "occurrence". In such event, any coverage afforded by this policy for the "occurrence" will be subject to the pollution exclusions of the "underlying insurance" and to the conditions, limits and other provisions of this policy. In the event that "underlying insurance" is not maintained with limits of liability as set forth in the Schedule of Underlying Insurance Policies, coverage under any of the provisions of this exception does not apply.

Exception b. does not apply to:

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- (1) That are, or that are contained in any property that is :
 - (a) Being transported or towed by, handled, or handled for movement into, onto or from, any "auto";

(b) Otherwise in the course of transit by or on behalf of the "insured"; or

(c) Being stored, disposed of, treated or processed in or upon any "auto";

- (2) Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto any "auto"; or
- (3) After the "pollutants" or any property in which the "pollutants" are contained are moved from any "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph (1) above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of an "auto", covered by the "underlying insurance" or its parts, if:

- a. The "pollutants" escape, seep, migrate, or are discharged or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- b. The "bodily injury," "property damage" or "covered pollution cost or expense" does not arise out of the operation of any following equipment:
 - i. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment; and
 - ii. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers.

Paragraphs (2) and (3) above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon an "auto"

covered by the "underlying insurance" if:

- a. The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of the "auto", and
- b. The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

2. Workers Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

3. Contractual Liability

Liability assumed by the "insured" under any contract or agreement with respect to an "occurrence" taking place before the contract or agreement is executed.

4. Personal And Advertising Injury

This policy does not apply to "personal and advertising injury".

EXCEPTION

This exclusion does not apply to the extent that coverage for such "personal and advertising injury" is provided by "underlying insurance", but in no event shall any "personal and advertising injury" coverage provided under this policy apply to any claim or "suit" to which "underlying insurance" does not apply.

Any coverage restored by this **EXCEPTION** applies only to the extent that such coverage provided by the "underlying insurance" is maintained having limits as set forth in the Schedule of Underlying Insurance Policies.

5. Underlying Insurance

Any injury or damage:

- a. Covered by "underlying insurance" but for any defense which any underlying insurer may assert because of the "insured's" failure to comply with any condition of its policy; or
- b. For which "damages" would have been payable by "underlying insurance" but for the actual or alleged insolvency or financial impairment of an underlying insurer.

6. Aircraft

"Bodily injury" or "property damage" arising out of the ownership, operation,

maintenance, use, entrustment to others, loading or unloading of any aircraft:

- a. Owned by any "insured"; or
- b. Chartered or loaned to any "insured".

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to aircraft that is:

- a. Hired, chartered or loaned with a paid crew; but
- b. Not owned by any "insured".

This exclusion does not apply to "bodily injury" to any of your "employees" arising out of and in the course of their employment by you.

7. Watercraft

"Bodily injury" or "property damage" arising out of the ownership, operation, maintenance, use, entrustment to others, loading or unloading of any watercraft.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- a. Watercraft you do not own that is:
 - (1) Less than 51 feet long, and
 - (2) Not being used to carry persons or property for a charge;
- b. "Bodily injury" to any of your "employees" arising out of and in the course of their employment by you; or
- c. Any watercraft while ashore on premises owned by, rented to or controlled by you.

8. War

Any injury or damage, however caused, arising, directly or indirectly, out of:

- a. War, including undeclared or civil war; or

- b. 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
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

9. Damage To Property

"Property damage" to property you own.

10. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

11. 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.

12. 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:

- a. A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- b. 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 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.

13. 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:

- a. "Your product";
- b. "Your work"; or
- c. "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.

14. Expected Or Intended

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

15. Employer Liability

Coverage afforded any of your "employees" for "bodily injury" or "personal and advertising injury":

- a. To other "employees" arising out of and in the course of their employment;
- b. To the spouse, child, parent, brother or sister of that "employee" as a consequence of such "bodily injury" to that "employee".
- c. To you or, any of your partners or members, (if you are a partnership, joint venture), or your members (if you are a limited liability company); or
- d. Arising out of the providing or failing to provide professional health care services.

Subparagraphs a. and b. of this exclusion apply:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share "damages" with or repay someone else who must pay "damages" because of the injury.

EXCEPTION

Subparagraphs a. and b. of this exclusion do not apply if "underlying insurance" is maintained providing coverage for such liability with minimum underlying limits, as described in the Schedule of Underlying Insurance Policies.

16. Property Damage To Employee's Property

Coverage afforded any of your "employees" for "property damage" to property owned or occupied by or rented or loaned to:

- a. That "employee";
- b. Any of your other "employees";
- c. Any of your partners or members (if you are a partnership or joint venture); or
- d. Any of your members (if you are a limited liability company).

17. Uninsured Or Underinsured Motorists

Any claim for:

- a. Uninsured or Underinsured Motorists Coverage;
- b. Personal injury protection;
- c. Property protection; or
- d. Any similar no-fault coverage by whatever name called;

Unless this policy is endorsed to provide such coverage.

18. Employment Practices Liability

- a. Any injury or damage to:
 - (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as but not limited to: coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
 - (2) The spouse, child, parent, brother or sister of that person, as a consequence of any injury or damage to that person at whom any of the employment-related practices described in paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- i. Whether the injury-causing event described in part (1) above occurs before employment, during employment or after employment of that person;
- ii. Whether the "insured" may be liable as an employer or in any other capacity; and
- iii. To any obligation to share "damages" with or repay someone else who must pay "damages" because of the injury.

19. Employee Retirement Income Security Act

Any liability arising out of intentional or unintentional violation of any provision of the Employee Retirement Income Security Act of 1974, Public Law 93-406 (commonly referred to as the Revision Act of 1974), or any amendments to them.

20. Asbestos

Any injury, damages, loss, cost or expense, including but not limited to "bodily injury", "property damage" or "personal and advertising injury" arising out of, or relating to, in whole or in part, the "asbestos hazard" that:

- a. May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard"; or
- b. Arise out of any request, demand, order, or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of any "asbestos hazard"; or
- c. Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

21. Racing And Stunting Activities

"Bodily injury" or "property damage" arising out of the ownership, operation, maintenance, use, entrustment to others, or loading or unloading of any "auto" or "mobile equipment" while being used in any:

- a. Prearranged or organized racing, speed or demolition contest;
- b. Stunting activity; or
- c. Preparation for any such contest or activity.

22. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- a. Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- b. The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit

monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to 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.

23. Limited Underlying Coverage

Any injury, damage, loss, cost or expense, including but not limited to "bodily injury", "property damage" or "personal and advertising injury" for which:

- a. an "underlying insurance" policy or policies specifically provides coverage; but
- b. because of a provision within the "underlying insurance" such coverage is provided at a limit or limits of insurance that are less than the limit(s) for the "underlying insurance" policy or policies shown on the Schedule of Underlying Insurance Policies.

24. Recording And Distribution Of Material Or Information In Violation Of Law

Any injury, damage, loss, cost or expense, including but not limited to "bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- c. The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- d. 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.

SECTION II - INVESTIGATION, DEFENSE, SETTLEMENT

A. With respect to "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies (whether or not the "self-insured retention" applies) and

1. For which no coverage is provided under any "underlying insurance"; or
2. For which the underlying limits of any "underlying insurance" policy have been exhausted solely by payments of "damages" because of "occurrences" during the "policy period",

We:

1. Will have the right and the duty to defend any "suit" against the "insured" seeking "damages" on account thereof, even if such "suit" is groundless, false or fraudulent; but 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 afforded by this policy;
2. May make such investigation and settlement of any claim or "suit" as we deem expedient;
3. Will pay all expenses incurred by us, all court costs taxed against the "insured" in any "suit" defended by us and all interest on the entire amount of any judgment therein which accrues after the entry of the judgment and before we have paid or tendered or deposited in court that part of the judgment which does not exceed the applicable limit of insurance. However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed to the insured;
4. Will pay all premiums on appeal bonds required in any such "suit", premiums on bonds to release attachments in any such "suit" for an amount not in excess of the applicable limit of insurance, and the cost of bail bonds required of the "insured" because of an accident or traffic law violation arising out of the operation of any vehicle to which this policy applies, but we will have no obligation to apply for or furnish any such bonds;
5. Will pay all reasonable expenses incurred by the "insured" at our request in assisting us in the investigation or defense of any claim or "suit", including actual loss of earnings not to exceed \$500 per day per "insured";

and the amounts so incurred, except settlement of claims and "suits," are not subject to the "self-insured retention" and are payable in addition to any applicable limit of insurance.

The "Insured" agrees to reimburse us promptly for amounts paid in settlement of claims or "suits" to the extent that such amounts are within the "self-insured retention".

- B. You agree to arrange for the investigation, defense or settlement of any claim or "suit" in any country where we may be prevented by law from carrying out this agreement. We will pay defense expenses incurred with our written consent in connection with any such claim or "suit" in addition to any applicable limit of insurance. We will also promptly reimburse you for our proper share, but subject to the applicable limit of insurance, of any settlement above the "self-insured retention" made with our written consent.
- C. We will have the right to associate at our expense with the "insured" or any underlying insurer in the investigation, defense or settlement of any claim or "suit" which in our opinion may require payment hereunder. In no event, however, will we contribute to the cost and expenses incurred by any underlying insurer.

SECTION III - WHO IS AN INSURED

- A. If you are doing business as:
 - 1. 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.
 - 2. 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.
 - 3. 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.
 - 4. 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.
 - 5. A trust, you are an "insured". Your trustees are also "insureds", but only with respect to their duties as trustees.
- B. Each of the following is also an "insured":
 - 1. Your "volunteer workers" only while performing duties related to the conduct of

your business, or your "employees," other than 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:

- a. Within the scope of their employment by you or while performing duties related to the conduct of your business; and
 - b. Only if such "volunteer workers" or "employees" are insureds under "underlying insurance" with limits of liability no less than stated in the Schedule of Underlying Insurance Policies, subject to all the coverage, terms, conditions and limitations of such "underlying insurance".
- 2. Any person or organization with whom you agreed, because of a written contract, written agreement or because of a permit issued by a state or political subdivision, to provide insurance such as is afforded under this policy, but only with respect to your operations, "your work" or facilities owned or used by you.

This provision does not apply:

 - a. Unless the written contract or written agreement has been executed, or the permit has been issued prior to the "bodily injury," "property damage," or "personal and advertising injury"; and
 - b. Unless limits of liability specified in such written contract, written agreement or permit is greater than the limits shown for "underlying insurance"; or
 - c. Beyond the period of time required by the written contract or written agreement.
 - 3. Any person or organization having proper temporary custody of your property if you die, but only:
 - a. With respect to liability arising out of the maintenance or use of that property; and
 - b. Until your legal representative has been appointed.
 - 4. Your legal representative if you die, but only with respect to his or her duties as such. That representative will have all your rights and duties under this policy.
- C. With respect to "auto", any "insured" in the "underlying insurance" is an "insured" under this insurance policy, subject to all the limitations of such "underlying insurance".
 - D. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain

financial interest of more than 50% of the voting stock, will qualify as an "insured" if there is no other similar insurance available to that organization.

However:

1. 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;
2. This insurance does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
3. This insurance does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

E. Each person or organization, not included as an "insured" in Paragraphs A., B., C., or D., who is an "insured" in the "underlying insurance" is an "insured" under this insurance subject to all the terms, conditions and limitations of such "underlying insurance".

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.

With respect to any person or organization who is not an "insured" under "underlying insurance", coverage under this policy shall apply only to loss in excess of the amount of the "underlying insurance" or "self-insured retention" applicable to you.

However, coverage afforded by reason of the provisions set forth above applies only to the extent:

- (i) Of the scope of coverage provided by the "underlying insurance" but in no event shall coverage be broader than the scope of coverage provided by this policy and any endorsements attached hereto; and
- (ii) That such coverage provided by the "underlying insurance" is maintained having limits as set forth in the Schedule of Underlying Insurance Policies.

SECTION IV - LIMITS OF INSURANCE

A. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

1. "Insureds";
2. Claims made or "suits" brought;
3. Persons or organizations making claims or bringing "suits"; or
4. Coverages under which damages are covered under this policy.

B. The Limit of Insurance stated as the General Aggregate Limit is the most we will pay for the sum of "damages", other than "damages":

1. Because of injury or damage included within the "products-completed operations hazard";
2. Because of "bodily injury" by disease to your "employees" arising out of and in the course of their employment by you; and
3. Because of "bodily injury" and "property damage" arising out of the ownership, operations, maintenance, use, entrustment to others, loading or unloading of any "auto".

C. The Limit of Insurance stated as the Products Completed Operations Aggregate Limit is the most we will pay for "damages" because of injury or damage included within the "products-completed operations hazard".

D. The Limit of Insurance stated as the Bodily Injury By Disease Aggregate Limit is the most we will pay for "damages" because of "bodily injury" by disease to your "employees" arising out of and in the course of their employment by you.

E. Subject to B., C., or D above, whichever applies, the Each Occurrence Limit is the most we will pay for "damages" because of all "bodily injury", "property damage", and "personal and advertising injury" arising out of any one "occurrence".

F. Our obligations under this insurance end when the applicable Limit of Insurance available is used up. If we pay any amounts for "damages" in excess of that Limit of Insurance, you agree to reimburse us for such amounts.

G. The Limits of Insurance of this policy 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. However, if the "policy period" is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding period for the purpose of determining the Limits of Insurance.

SECTION V - NUCLEAR ENERGY LIABILITY EXCLUSION (Broad Form)

A. The insurance does not apply:

1. To "bodily injury" or "property damage":
 - a. With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured

under any such policy but for its termination upon exhaustion of its limit of liability; or

- b. Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

2. To "bodily injury" or "property damage" resulting from the "hazardous properties" of "nuclear material" if:

- a. The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
- b. The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an "insured"; or
- c. The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion c. applies only to "property damage" to such "nuclear facility" and any property thereat.

B. As used in this exclusion:

"Hazardous properties" include radioactive, toxic or explosive properties;

"Nuclear material" means "source material", "special nuclear material" or "by-product material";

"Source material", "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or

concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (1) Any "nuclear reactor";
- (2) Any equipment or device designed or used for (a) separating the isotopes of uranium or plutonium, (b) processing or utilizing "spent fuel," or (c) handling, processing or packaging "waste";
- (3) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (4) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste"; and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"Property damage" includes all forms of radioactive contamination of property.

SECTION VI - CONDITIONS

A. Premium

All premiums for this policy shall be computed in accordance with Item 5 of the Declarations. The premium stated as such in the Declarations is a deposit premium only which shall be credited to the amount of any earned premium. At the close of each "policy period", the earned premium shall be computed for such period, and upon notice thereof to the Named Insured first shown in the Declarations shall become due and payable by such Named Insured.

If the total earned premium for the "policy period" is less than the premium previously paid and more than the minimum premium, we shall return to such Named Insured the unearned portion paid by such Named Insured.

The Named insured first shown in the Declarations shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to us at the end of the "policy period" and at such times during the "policy period" as we may direct.

B. Inspection And Audit

We shall be permitted but not obligated to inspect your property and operations at any time. Neither our right to make inspections, nor the making thereof, nor any report thereon, shall constitute an undertaking on your behalf or for your benefit or that of others to determine or warrant that such property or operations are:

1. Safe;
2. Healthful; or
3. In compliance with any law, rule or regulation.

We may examine and audit your books and records at any time during the "policy period" and extensions thereof and within three years after the final termination of this policy, insofar as they relate to the subject matter of this policy.

C. Duties In The Event Of Occurrence, Claim Or Suit

1. You must see to it that we are notified as soon as practicable of an "occurrence" which may result in a claim under this policy. This requirement applies only when such "occurrence" is known to any of the following:
 - a. You or any additional insured that is an individual;
 - b. Any partner, if you or an additional insured are a partnership;
 - c. Any manager, if you or an additional insured are a limited liability company;
 - d. Any "executive officer" or insurance manager, if you or an additional insured are a corporation;
 - e. Any trustee, if you or an additional insured is a trust; or
 - f. Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

To the extent possible, notice should include:

- a. How, when and where the "occurrence" took place;
 - b. The names and addresses of any injured persons and witnesses; and
 - c. The nature and location of any injury or damage arising out of the "occurrence" or "offense".
2. If a claim is made or "suit" is brought against any insured, you must:
 - a. Immediately record the specifics of the claim or "suit" and the date received; and

- b. Notify us in writing as soon as practicable if the claim is likely to exceed the amount of the "self-insured retention" or "underlying insurance", whichever applies.

3. You and any other involved insured must:
 - a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit" involving or likely to involve a sum in excess of any "self-insured retention" or "underlying insurance", whichever applies";
 - b. Authorize us to obtain records and other information;
 - c. Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - d. 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 policy or any "underlying insurance" or "self-insured retention" may apply.
4. No insured will, except at that insured's own cost, make or agree to any settlement for a sum in excess of:
 - a. The total limits of "underlying insurance"; or
 - b. The "self-insured retention" if no "underlying insurance" applies without our consent.
5. No insureds will, except at that insured's own cost, make a payment, assume any obligation, or incur any expenses, other than first aid, without our consent.

D. Assistance And Cooperation Of The Insured

The "insured" shall:

1. Cooperate with us and comply with all the terms and conditions of this policy; and
2. Cooperate with any of the underlying insurers as required by the terms of the "underlying insurance" and comply with all the terms and conditions thereof.

The "insured" shall enforce any right of contribution or indemnity against any person or organization who may be liable to the "insured" because of "bodily injury", "property damage" or "personal and advertising injury" with respect to this policy or any "underlying insurance".

E. Legal Action Against Us

No person or organization has a right under this policy:

- 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 policy unless all of its terms and those of the "underlying insurance" 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 policy or that are in excess of the limit of liability. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

F. Appeals

In the event the "insured" or the "insured's" underlying insurer elects not to appeal a judgment in excess of the "underlying insurance" or the "self-insured retention," we may elect to make such appeal, at our cost and expense.

If we so elect, we shall be liable in addition to the applicable Limit of Insurance, for the:

- 1. Taxable costs;
 - 2. Disbursements; and
 - 3. Additional interest incidental to such appeal;
- But in no event will we be liable for "damages" in excess of the applicable aggregate Limit of Insurance.

If a judgment is rendered in excess of the limits of "underlying insurance" and we offer to pay our full share of such judgment, but you or your underlying insurers elect to appeal it, you, your underlying insurers or both will bear:

- a. The cost and duty of obtaining any appeal bond;
- b. The taxable costs, disbursements and additional interest incidental to such appeal; and
- c. Any increase in damages over the amount the matter could have been settled for after the verdict was entered and before the appeal was filed.

G. Other Insurance

This policy shall apply in excess of all "underlying insurance" whether or not valid and collectible. It shall also apply in excess of other valid and collectible insurance (except other insurance purchased specifically to apply in excess of this insurance) which also applies to any loss for which insurance is provided by this policy.

These excess provisions apply, whether such other insurance is stated to be:

- 1. Primary;
- 2. Contributing;
- 3. Excess; or
- 4. Contingent.

H. Transfer Of Rights Of Recovery Against Others To Us

1. Transfer Of Rights Of Recovery

If the insured has rights to recover all or a part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after a loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

- a. Recoveries shall be applied to reimburse:

- (1) First, any interest (including the Named Insured) that paid any amount in excess of our limit of liability;
- (2) Second, us, along with any other insurers having a quota share interest at the same level;
- (3) Third, such interests (including the Named Insured) of whom this insurance is excess.

However, a different apportionment may be made to effect settlement of a claim by agreement signed by all interests.

- b. Reasonable expenses incurred in the exercise of rights of recovery shall be apportioned among all interests in the ratio of their respective losses for which recovery is sought.

2. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the "insured" has waived any rights of recovery against any person or organization for all or part of any payment we have made under this policy, we also waive that right, provided the "insured" waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

I. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. Notice to any agent, or knowledge possessed by any agent or any other person shall not effect a waiver or a change in any part of this policy, or stop us from asserting any rights under the terms of this policy.

The Named Insured first shown in the Declarations is authorized on behalf of all "insureds" to agree with us on changes in the terms of this policy.

If the terms are changed, the changes will be shown in an endorsement issued by us and made a part of this policy.

J. Separation Of Insureds

Except with respect to the Limits of Liability, and any rights or duties specifically assigned in this policy to the Named Insured first shown in the declarations, 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.

K. Maintenance Of Underlying Insurance

Policies affording in total the coverage and limits stated in the Schedule of Underlying Insurance Policies shall be maintained in full effect during the currency of this policy. Your failure to comply with the foregoing shall not invalidate this policy, but in the event of such failure, we shall be liable only to the extent that we would have been liable had you complied herewith.

The Named Insured first shown in the Declarations shall give us written notice as soon as practicable of any of the following:

1. Any change in the coverage or in the limits of any "underlying insurance", including but not limited to a change from occurrence coverage to claims made coverage;
2. Termination of part or all of one or more of the policies of "underlying insurance";
3. Reduction or exhaustion of an aggregate limit of liability of any "underlying insurance".

The "self-insured retention" shall not apply should the "underlying insurance" be exhausted by the payment of claims or "suits" which are also covered by this policy.

L. Cancellation

1. The Named Insured first shown in the Declarations may cancel this policy by mailing or delivering to us or to any of our authorized agents advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the Named Insured first shown in the Declarations at the address shown in this policy, written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if such Named Insured fails to pay the premium or any installment when due; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. If notice is mailed, proof of mailing will be sufficient proof of notice. Notice will state the effective date of cancellation. The "policy period" will end on that date.

Delivery of such notice by the Named Insured first shown in the Declarations or by us will be equivalent to mailing.

4. If the Named Insured first shown in the Declarations cancels, the refund may be less than pro rata, but we will retain any minimum premium stated as such in the Declarations. If we cancel, the refund will be pro rata. The cancellation will be effective even if we have not made or offered a refund.

M. Non-Renewal

1. If we decide not to renew, we will mail or deliver to the Named Insured first shown in the Declarations, at the address shown in this policy, written notice of non-renewal at least 30 days before the end of the "policy period".
2. If notice is mailed, proof of mailing will be sufficient proof of notice.
3. If we offer to renew but such Named Insured does not accept, this policy will not be renewed at the end of the current "policy period".

N. Workers' Compensation Agreement

With respect to "bodily injury" to any officer or other employee arising out of and in the course of employment by you, you represent and agree that you have not abrogated and will not abrogate your common-law defenses under any Workers' Compensation Law by rejection of such law or otherwise. If at any time during the "policy period" you abrogate such defenses, the insurance for "bodily injury" to such officer or other employee automatically terminates at the same time.

O. Bankruptcy Or Insolvency

In the event of the bankruptcy or insolvency of the "insured" or any entity comprising the "insured", we shall not be relieved of any of our obligations under this policy.

P. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. The statements in the Schedule Of Underlying Insurance Policies are accurate and complete;
- c. The statements in a. and b. are based upon representations you made to us;
- d. We have issued this policy in reliance upon your representations; and
- e. If unintentionally you should fail to disclose all hazards at the inception of this policy, we shall not deny coverage under this policy because of such failure.

SECTION VII - DEFINITIONS

Except as otherwise provided in this section or amended by endorsement, the words or phrases that appear in quotation marks within this policy shall follow the definitions of the applicable "underlying insurance" policy.

"Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".

"Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

"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".

"Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement; or
2. Any claim or "suit" by or on behalf of a governmental authority demanding

that the "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".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- (1) That are, or that are contained in any property that is:
 - a. Being transported or towed by, handled, or handled for movement into, onto or from, any "auto";
 - b. Otherwise in the course of transit by or on behalf of the "insured"; or
 - c. Being stored, disposed of, treated or processed in or upon any "auto"; or
- (2) Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto any "auto"; or
- (3) After the "pollutants" or any property in which the "pollutants" are contained are moved from any "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of an "auto", covered by the "underlying insurance" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury," "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in paragraphs 6.b and 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon an "auto" covered by the "underlying insurance" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of the "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

"Damages" include prejudgment interest awarded against the "insured" on that part of the judgment we pay.

"Damages" do not include:

1. Fines;
2. Penalties; or
3. Damages for which insurance is prohibited by the law applicable to the construction of this policy.

Subject to the foregoing, "damages" include damages for any of the following which result at any time from "bodily injury" to which this policy applies:

1. Death;
2. Mental anguish;
3. Shock;
4. Disability; or
5. Care and loss of services or consortium.

"Insured" means any person or organization qualifying as an insured in the applicable WHO IS AN INSURED provision of this policy. The insurance afforded applies separately to each "insured" against whom claim is made or "suit" is brought, except with respect to the limit of our liability under LIMITS OF INSURANCE (SECTION IV).

"Occurrence" means

1. With respect to "bodily injury" or "property damage": an accident, including continuous or

repeated exposure to substantially the same general harmful conditions, and

2. With respect to "personal and advertising injury": an offense described in one of the numbered subdivisions of that definition in the "underlying insurance".

"Policy period" means the period beginning with the inception date stated as such in the Declarations and ending with the earlier of:

1. The date of cancellation of this policy; or
2. The expiration date stated as such in the Declarations.

"Self-insured retention" means the amount stated as such in the Declarations which is retained and payable by the "insured" with respect to each "occurrence".

"Underlying insurance" means the insurance policies listed in the Schedule of Underlying Insurance Policies, including any renewals or replacements thereof, which provide the underlying coverages and limits stated in the Schedule of Underlying Insurance Policies. The limit of "underlying insurance" includes:

1. Any deductible amount;
2. Any participation of any "insured"; and
3. Any "self-insured retention" above or beneath any such policy;

Less the amount, if any, by which the aggregate limit of such insurance has been reduced by any payment relating to any act, error, omission, injury, damage or offense for which insurance is provided by this policy, including Medical Payments Coverage as described in the "underlying insurance." The coverages and limits of such policies and any such deductible amount, participation or "self-insured retention" shall be deemed to be applicable regardless of:

1. Any defense which any underlying insurer may assert because of the "insured's" failure to comply with any condition of its policy; or
2. The actual or alleged insolvency or financial impairment of any underlying insurer or any "insured".

The risk of insolvency or financial impairment of any underlying insurer or any "insured" is borne by you and not by us.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

- A.** If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B.** If this policy is cancelled by the Company for nonpayment of premium, or by the insured, notice of such cancellation will be provided within (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

Paragraph .1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add the following:

d. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

e. Employees as Insureds

- (1). Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

f. Lessors as Insureds

- (1). The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (a) The agreement requires you to provide direct primary insurance for the lessor and
 - (b) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

g. Additional Insured if Required by Contract

- (1) When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (a) During the policy period, and
- (b) Subsequent to the execution of such written contract, and

- (c) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM , SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

2. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in A.1.g. - Additional Insured If Required by Contract, the following provisions apply:

(1) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(2) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty 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.

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:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in SECTION IV- Business Auto Conditions, B. General Conditions, Other Insurance 5.d.

3. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The SECTION IV- Business Auto Conditions, B. General Conditions, 5. OTHER INSURANCE Condition is amended by adding the following:

- e. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

4. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

5. HIRED AUTO PHYSICAL DAMAGE COVERAGE

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 or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. 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.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

6. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

7. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal

obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

8. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

9. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or
- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III, Physical Damage Coverage, Limit of Insurance, Paragraph C.2. is amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

(3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

11. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

12. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

(1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;

(2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

13. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" 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 limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

15. HIRED AUTO - COVERAGE TERRITORY

SECTION IV, BUSINESS AUTO CONDITIONS, PARAGRAPH B. GENERAL CONDITIONS, 7. - POLICY PERIOD, COVERAGE TERRITORY - is added to include the following:

(6) For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

16. WAIVER OF SUBROGATION

Paragraph 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS A. Loss Conditions is amended by adding the following:

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 damages under this Coverage Form.

17. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

18. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

19. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"
- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

20. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PER PROJECT- AMENDMENT OF GENERAL AGGREGATE SUBJECT TO MAXIMUM ANNUAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

LIMITS OF INSURANCE:

The Limits of Insurance shown in the Declarations are amended by the following:

The Limits of Insurance, subject to all the terms of this policy that apply, are:

Each Occurrence Limit	\$	See Declarations Page
Personal and Advertising Injury Limit	\$	See Declarations Page
Damage to Premises Rented to You – Any One Premises	\$	See Declarations Page
Medical Expense Limit - Any One Person	\$	See Declarations Page
General Aggregate Limit	\$	2,000,000
Project General Aggregate Limit	\$	2,000,000
Maximum Annual Aggregate Limit	\$	2,000,000
Products-Completed Operations Aggregate Limit	\$	See Declarations Page

In return for the payment of the premium when due and subject to all the terms of the Commercial General Liability Coverage Part not expressly modified herein, we agree with you as follows:

A. The LIMITS OF INSURANCE (SECTION III) is deleted in its entirety and replaced with the following:

1. The Most We Will Pay

The Limits of Insurance shown in the above Schedule 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. Maximum Annual Aggregate

The Maximum Annual Aggregate Limit is the most we will pay for the sum of:

- a. Damages under the General Aggregate Limit and

b. Damages under any one or more Project General Aggregate Limit(s), as described in paragraph **4.** below.

3. General Aggregate Limit

Subject to **2.** above, the General Aggregate Limit is the most we will pay for the sum of:

- a. Damages under **Coverage B Personal and Advertising Injury Liability**; and
- b. Damages under **Coverage C Medical Payments, and Coverage A Bodily Injury and Property Damage Liability**, with the following exceptions:

- (1) "Bodily injury" or "property damage" included in the "products-completed operations hazard"; or

(2) "Bodily injury" or "property damage" attributed solely to ongoing operations at a single "project";

c. "Property damage" included as **Damage to Premises Rented to You**.

4. Project General Aggregate Limit

Subject to 2. above:

a. A separate Project General Aggregate Limit applies to each single "project", in lieu of and not in addition to, the General Aggregate. Such Project General Aggregate is the most we will pay for all damages under **Coverage A Bodily Injury and Property Damage Liability**, or **Coverage C Medical Payments**, with the following exceptions:

(1) "Bodily injury" or "property damage" included in the "products-completed operations hazard"; or

(2) "Property damage" included in the Damage to Premises Rented to You coverage; or

(3) "Bodily injury", "property damage", or medical expenses under **Coverage C**, which cannot be attributed solely to the ongoing operations at a single "project". Such damages will erode the General Aggregate Limit as provided in paragraph 3. above.

b. The Project General Aggregate Limit:

(1) Applies only to "occurrences" attributed solely to ongoing operations at a single "project"; and

(2) Does not include damages for **Coverage B Personal and Advertising Injury Liability**, no matter where or in how many "projects" the offense or offenses may be committed. Such damages will erode the General Aggregate Limit as provided in paragraph 3. above.

c. Any payments made under this paragraph 4., for damages for "bodily injury", "property damage", or medical expenses under Coverage C, shall reduce the Maximum Annual Aggregate Limit and the Project General Aggregate for that "project". Such payments shall not reduce the General Aggregate Limit or the Products-Completed Operations Aggregate Limit nor shall they reduce any other Project General Aggregate Limit.

5. Products-Completed Operations Aggregate Limit

The Products-Completed Operations Aggregate Limit is the most we will pay for damages under **Coverage A - Bodily Injury and Property Damage Liability** because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

6. Personal And Advertising Injury Limit

Subject to 3. above, the Personal and Advertising Injury Limit is the most we will pay under **Coverage B Personal and Advertising Injury Liability** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

7. Occurrence Limit

Subject to 3., 4., or 5. above, whichever applies, the Each Occurrence Limit is the most we will pay for damages under **Coverage A - Bodily Injury and Property Damage Liability** because of "bodily injury" or "property damage" arising out of any one "occurrence".

8. Damages To Premises Rented To You Limit

Subject to 7. above, the Damage to Premises Rented to You Limit is the most we will pay for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented to You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

The Damage to Premises Rented to You Coverage is not subject to any Project General Aggregate Limit, but will erode the General Aggregate Limit.

9. Medical Expense Limit

Subject to 3. or 4. above, whichever applies, the Medical Expense Any One Person Limit is the most we will pay under **Coverage C Medical Payments** for all medical expenses because of "bodily injury" sustained by any one person.

Such Medical Payments Coverage is subject to either the Project General Aggregate Limit or the General Aggregate Limit as provided in paragraphs **3.** or **4.** above.

10. How Limits Apply To Additional Insureds

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (1) The limits of insurance specified in the written contract or written agreement; or
- (2) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

11. If More Than One Limit of Insurance Applies

If more than one limit of insurance under this Coverage Part and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this Coverage Part and such endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit".

However, this paragraph **11.** does not apply to the Medical Expense Limit for Coverage **C.**

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.

- B.** For the purposes of this endorsement, the Definitions Section is amended by the addition of the following definition:

"Project" means a jobsite including 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.

If a "project" has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed as the same project.



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 04/22/2024

Committee Agenda type: Consent

Date Rec'd 4/11/2024

Clerk's File # OPR 2019-0961

Renews #

Cross Ref #

Council Meeting Date: 05/06/2024

Submitting Dept	FACILITIES MANAGEMENT	Project #	
------------------------	-----------------------	------------------	--

Contact Name/Phone	DAVE STEELE 625-6040	Bid #	
---------------------------	----------------------	--------------	--

Contact E-Mail	DSTEELE@SPOKANECITY.ORG	Requisition #	
-----------------------	-------------------------	----------------------	--

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

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

Agenda Item Name	5900 FACILITIES CITY WIDE SECURITY SERVICES		
-------------------------	---	--	--

Agenda Wording

We are requesting Council approval to (1) extend the contract for the period of 03/01/2024 to 10/31/2024 and (2) add an additional \$500,000.00 to the contract amount.

Summary (Background)

This additional budget authority will cover the security needs for City Hall, Intermodal Facility, City Council meetings, various other city meetings, Community Courts, the security needs at the landfills, events for the Parks Department including the Expo '74 -50th Anniversary events and any possible needs for cooling/heating shelters at various libraries.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 500,000.00

Current Year Cost \$ \$500,000.00

Subsequent Year(s) Cost \$

Narrative

Amount	Budget Account
Expense \$ 500,000.00	# VARIOUS
Select \$	#
Select \$	#
Select \$	#
\$	#
\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

TEAL, JEFFREY

Division Director

Accounting Manager

Legal

HARRINGTON,

For the Mayor

Additional Approvals

Distribution List

rscott@cmprotectionsfun.com

klong@spokanecity.org

kbustos@spokanecity.org

laga@spokanecity.org

dchristiansen@cmprotectionsfun.com

Council Briefing Paper Finance & Administration Committee

Committee Date	April 22, 2024
Submitting Department	FACILITIES MANAGEMENT
Contact Name	DAVE STEELE
Contact Email & Phone	dsteele@spokanecity.org 509-625-6064
Council Sponsor(s)	
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Approval of Starplex (1) extension of OPR 2019-0961 (March 1, 2024 through October 31, 2024) and (2) add an additional \$500,000 to the total contract amount.
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>We are requesting Council approval to (1) extend the contract for the period 03/01/2024 to 10/31/2024 and (2) add an additional \$500,000 to the total contract amount.</p> <p>This additional budget authority will cover the security needs for City Hall, Intermodal Facility, City Council meetings, various other city meetings, Community Courts, the security needs at the landfills, events for the Parks Department including the Expo '74 - 50th Anniversary and any possible needs for cooling/heating shelters at various Libraries.</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>\$500,000.00</u></p> <p> Current year cost: \$500,000.00</p> <p> Subsequent year(s) cost:</p> <p>Narrative: <u>Facilities monitors all the invoices for security services.</u></p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Program revenue</p> <p>Is this funding source sustainable for future years, months, etc? General Fund</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? • 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? 	

COUNCIL RULES – ATTACHMENT B 1 (STANDARD BRIEFING PAPER)

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

Council Subcommittee Review

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



CERTIFICATE OF LIABILITY INSURANCE

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 k.p.d. Insurance LLC PO Box 784 Springfield OR 97477	CONTACT NAME: PHONE (A/C, No, Ext): 541-741-0550	FAX (A/C, No): 541-741-1674
	E-MAIL ADDRESS:	
INSURED Starplex Corporation dba: Crowd Management Services (CMS) 12722 NE Airport Way Portland OR 97230-1027	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Berkley Specialty Insurance Company	NAIC # 31295
	INSURER B: National Liability & Fire Insurance Company	20052
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

CERTIFICATE NUMBER: 300131291

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:			0195333	6/15/2023	6/15/2024	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 Retention per Occ \$ 10,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			73APB006680	6/15/2023	6/15/2024	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 \$ \$
	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						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

RE: All Operations. The City of Spokane, its agents, officers and employees are additional insured per attached L807 10/19.

CERTIFICATE HOLDER**CANCELLATION**

City of Spokane
 Director of Admin Services, 7th Fl, City Hall
 808 W Spokane Falls Blvd
 Spokane WA 99201-3304

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - PRIMARY AND NONCONTRIBUTORY -
AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN CONTRACT OR
AGREEMENT
(Including Completed Operations)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Date:

A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization 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:

1. Your acts or omissions, or the acts or omissions of those acting on your behalf in the performance of your ongoing operations for the additional insured; or
2. "Your work" and included in the "products-completed operations hazard".

but only for "occurrences" or coverages not otherwise excluded in the Coverage Part to which this endorsement applies.

However the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. Status as an additional insured for the person or organization to which this endorsement applies commences during the policy period and after such written contract or agreement has been executed.

C. With respect to the insurance afforded to the additional insured, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage", "personal and advertising injury" or medical payments arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failure 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.

2. "Bodily injury" or "property damage" included in the "products-completed operations hazard" and arising out of "your work" that was completed by or on behalf of any insured prior to the date shown in the Schedule of this endorsement.

D. With respect to the insurance afforded to the additional insured, 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 contract or agreement you have entered into with the additional insured; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

E. The following condition is **added to 4.a. of Other Insurance of Section IV - Commercial General Liability Conditions:**

If required in a written contract, the Coverage Part to which this endorsement applies is primary and noncontributory in the event of an "occurrence" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf that:

1. Occurs while performing ongoing operations for the additional insured, or
2. Is included in the "products-completed operations hazard" and arises out of "your work" that was completed by or on behalf of any insured after the date shown in the Schedule of this endorsement.

All other terms and conditions remain unchanged.



License Information:

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

Entity name: STARPLEX CORPORATION

Business name: STARPLEX CROWD MGMT

Entity type: [Profit Corporation](#)

UBI #: 601-120-394

Business ID: 001

Location ID: 0001

Location: Active

Location address: 907 W SHARP AVE
SPOKANE WA 99201-2519

Mailing address: 12722 NE AIRPORT WAY
PORTLAND OR 97230-1027

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
Minor Work Permit				Active	May-31-2024	Sep-08-2022
Spokane General Business	T12066215BUS			Active	May-31-2024	Oct-15-2012

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

Governing people	Title
CHRISTIANSEN, DAVID	
MAENZA, LOUISE	
SCOTT, RANDY	

Registered Trade Names

Registered trade names	Status	First issued
CROWD MANAGEMENT SERVICES	Active	Apr-13-2022



Registered trade names	Status	First issued
DEPT OF LICENSING BRANCH OFFICE - SECURITY GUARD BUS.	Active	Jan-22-2008

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 4/11/2024 1:52:08 PM

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**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 04/22/2024**Committee Agenda type:** Discussion**Date Rec'd**

4/8/2024

Clerk's File #**Renews #****Cross Ref #****Council Meeting Date:** 04/22/2024**Submitting Dept**

MAYOR

Project #**Contact Name/Phone**

MAGGIE YATES 6753

Bid #**Contact E-Mail**

MYATES@SPOKANECITY.ORG

Requisition #**Agenda Item Type**

Resolutions

Council Sponsor(s)

BWILKERSON

Agenda Item Name

COUNCIL CONFIRMATION OF MAYORAL APPOINTEE -- FIRE CHIEF

Agenda Wording

Appointment of Julie O'Berg as Fire Chief of the Spokane Fire Department.

Summary (Background)

Julie O'Berg was selected as the permanent Chief of the Spokane Fire Department by Mayor Brown and is being presented for confirmation to City Council.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

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

Select

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

JONES, GARRETT

Division Director

Accounting Manager

BUSTOS, KIM

Legal

SCHOEDEL, ELIZABETH

For the Mayor

PICCOLO, MIKE

Additional Approvals

Distribution List

myates@spokanecity.org

amcdaniel@spokanecity.org

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	4/22/2024
Submitting Department	Mayor's Office
Contact Name	Maggie Yates
Contact Email & Phone	myates@spokanecity.org
Council Sponsor(s)	Please enter the name of the Council Sponsor(s)
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5
Agenda Item Name	Council Confirmation of Mayoral Appointee – Fire Chief
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>Appointment of Julie O’Berg as Fire Chief of the Spokane Fire Department.</p> <p>Julie O’Berg was selected as the permanent Chief of the Spokane Fire Department by Mayor Brown and is being presented for confirmation to City Council.</p> <p>Chief O’Berg joined the Spokane Fire Department in 2020 as Deputy Chief of Operations. She spent 28 years with the Overland Park Fire Department in the Kansas City Metro area, where she began as a firefighter and paramedic, and progressed through the roles of Lieutenant, Captain, and Battalion Chief. She also spent time in the investigations unit, as a Training Officer, and served with the Kansas State Incident Management Team.</p> <p>Chief O’Berg is the first woman to lead Spokane’s fire department.</p>
Fiscal Impact	<p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: Click or tap here to enter text.</p> <p>Current year cost:</p> <p>Subsequent year(s) cost:</p> <p>Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue</p> <p>Funding Source <input type="checkbox"/> One-time <input 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?	<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 2024 – 000X

A resolution approving the appointment of Julie O’Berg as the Fire Chief for the Spokane Fire Department.

WHEREAS, Section 24 of the City Charter provides that the Mayor shall have the power to appoint department heads subject to the approval of the City Council; and

WHEREAS, Section 2.14 F of the City Council Rules of Procedures states that approval of appointment of department heads shall be by resolution during the City Council’s legislative session; and

WHEREAS, after full consideration, Mayor Lisa Brown has appointed Julie O’Berg as the Fire Chief of the Spokane Fire Department.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Spokane that it hereby approves the appointment of Julie O’Berg as the Fire Chief of the Spokane Fire Department.

PASSED BY THE CITY COUNCIL ON _____, 2024.

City Clerk

Approved as to form:

Assistant City Attorney

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 04/22/2024**Committee Agenda type:** Discussion**Date Rec'd**

3/25/2024

Clerk's File #**Renews #****Cross Ref #****Council Meeting Date:** 05/06/2024**Submitting Dept**

MAYOR

Project #**Contact Name/Phone**

ADAM X6779

Bid #**Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

Requisition #**Agenda Item Type**

First Reading Ordinance

Council Sponsor(s)

ZZAPPONE KKLITZKE JBINGLE

Agenda Item Name

0520 - MAYOR'S OFFICE - ORDINANCE REPEALING INACTIVE BOARDS

Agenda Wording

This ordinance repeals the municipal code sections related to inactive boards.

Summary (Background)

This ordinance repeals the municipal code sections related to the following inactive boards: • Construction Review Board • Board of Boiler Examiners • Board of Heating Mechanical Examiners • Emergency Medical Services Advisory Board • U-Help Advisory Board • Opioid Abatement Council • Cable Advisory Board • Regional Cable Advisory Board

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

This ordinance has no financial impact.

Amount**Budget Account**

Select \$ #

Select \$ #

Select \$ #

Select \$ #

\$ #

\$ #



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

JONES, GARRETT

Division Director

Accounting Manager

MURRAY, MICHELLE

Legal

SCHOEDEL, ELIZABETH

For the Mayor

PICCOLO, MIKE

Additional Approvals

Distribution List

amcdaniel@spokanecity.org

cwright@spokanecity.org

Committee Agenda Sheet

Urban Experience Committee

Committee Date	4/8/2024
Submitting Department	Mayor's Office
Contact Name	Adam McDaniel
Contact Email & Phone	amcdaniel@spokanecity.org
Council Sponsor(s)	
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 1 minute
Agenda Item Name	Ord repealing inactive boards
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>This ordinance repeals the municipal code sections related to the following inactive boards:</p> <ul style="list-style-type: none"> • Construction Review Board • Board of Boiler Examiners • Board of Heating Mechanical Examiners • Emergency Medical Services Advisory Board • U-Help Advisory Board • Opioid Abatement Council • Cable Advisory Board • Regional Cable Advisory Board <p>The appeal functions of the Building and Construction Boards (Construction Review Board, Board of Boiler Examiners, and Board of Heating Mechanical Examiners) are handled by the Hearing Examiner.</p> <p>The Emergency Medical Services Advisory Board, Cable Advisory Board, and Regional Cable Advisory Boards have been inactive for many years.</p> <p>The U-Help Advisory Board and Opioid Abatement Council. The U-Help program is now administered by SNAP. The Opioid Abatement Council is no longer needed as a result of Spokane County's Opioid Abatement Council (OAC).</p> <p>None of the boards proposed for repeal are required by state law nor do they have any active members or staff assigned.</p>
Fiscal Impact Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Total Cost: <u>N/A</u> Current year cost: N/A Subsequent year(s) cost:	
Narrative: <u>This ordinance has no financial impact.</u>	
Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A Specify funding source: Select Funding Source*	

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

Expense Occurrence One-time Recurring N/A

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

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

What impacts would the proposal have on historically excluded communities?

This code cleanup ordinance is a result of the Brown Administration's comprehensive review of boards and commissions with the intent of improving demographic and geographic representation on all City boards and commissions. These boards are no longer active and have no current members.

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

ORDINANCE NO _____

An ordinance repealing inactive boards; repealing Chapters 04.06, 04.20, 04.24, 04.39 and Article IV of Chapter 10.27A of the Spokane Municipal Code.

WHEREAS, Mayor Brown has asked her administration to conduct a comprehensive review of the City's boards and commissions; and

WHEREAS, a component of this review includes identifying boards and commissions that are no longer active or have never been empaneled; and

WHEREAS, eight boards have been identified as no longer active or adopted by code but never empaneled: Construction Review Board, Board of Boiler Examiners, Board of Heating Mechanical Examiners, Emergency Medical Services Advisory Board, U-Help Advisory Board, Opioid Abatement Council, Cable Advisory Board, and the Regional Cable Advisory Board.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Chapter 04.06 of the Spokane Municipal Code is repealed.

Section 2. That Chapter 04.20 of the Spokane Municipal Code is repealed.

Section 3. That Chapter 04.24 of the Spokane Municipal Code is repealed.

Section 4. That Chapter 04.39 of the Spokane Municipal Code is repealed.

Section 5. That Article IV of Chapter 10.27A of the Spokane Municipal Code is repealed.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date

DRAFT

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 04/22/2024**Committee Agenda type:** Information Only**Date Rec'd**

4/12/2024

Clerk's File #**Renews #****Cross Ref #****Council Meeting Date:****Submitting Dept**

CONTRACTS & PURCHASING

Project #**Contact Name/Phone**

JASON 625-6031

Bid #**Contact E-Mail**

JSANDBAL@SPOKANECITY.ORG

Requisition #**Agenda Item Type****Council Sponsor(s)**

MCATHCART BWILKERSON

Agenda Item Name

5500 - ANNUAL APPRENTICESHIP UTILIZATION PRESENTATION

Agenda Wording

Annual apprenticeship utilization presentation.

Summary (Background)

Annual apprenticeship utilization presentation. Report and Presentation included.

Lease? NO

Grant related? NO

Public Works?

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	4/22/2024
Submitting Department	F & A
Contact Name	Jason Sandobal
Contact Email & Phone	jsandobal@spokanecity.org/509-625-6031
Council Sponsor(s)	Wilkerson, Cathcart
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10M
Agenda Item Name	Apprenticeship Update
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input checked="" type="checkbox"/> Information Only
Summary (Background)	Annual apprenticeship utilization presentation.
<p>*use the Fiscal Impact box below for relevant financial information</p>	
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: Click or tap here to enter text.</p> <p> Current year cost:</p> <p> Subsequent year(s) cost:</p> <p>Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? N/A</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: 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?	
<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?

Supports promoting a sustainable workforce.



Article X. Public Works Apprentice Program

March 2024



2023 AUR Ordinance Update

- Administration of the Apprenticeship Program
- Administrative Process
- 2023 Summary Overview
- New Ordinance Process
- HB 1050 Statewide AUR Changes
- Pre-Apprenticeship Grant

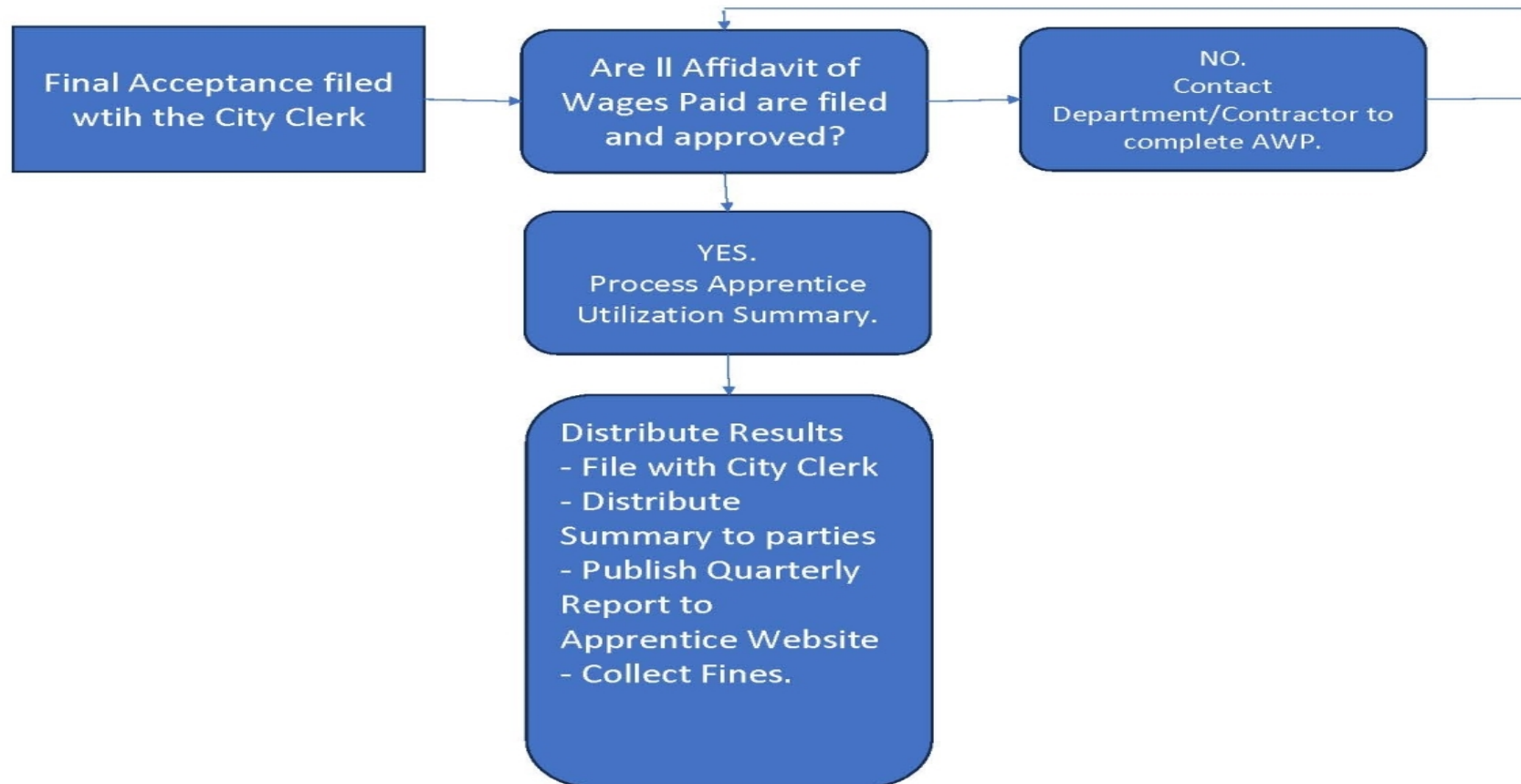


Administration of Apprenticeship Program

- *For all projects bidding after December 2021 would fall under the new revision.*
 - Public Works construction projects greater than \$600K, at least 15% of labor hours on each project shall be performed by apprentices enrolled in a State-approved apprenticeship program; of the trade/crafts that utilize more than 160 journeyman hours, 15% apprenticeship utilization is required.
 - Subcontractors with sub-contracts greater than \$100K would fall under the same requirements.
- *Previously...*
 - The ordinance previously calculated utilization by overall project instead of individual trade.



Administrative Process



2023 Summary Overview

- Started 26 qualified projects valued at over \$77 Million
 - 2022 13 AUR Construction Projects at \$28 Million
- First couple projects under the new ordinance were processed with more coming in 2024.
- Changes for 2024
 - Process – Review Project
 - Timelines – Processing Changes
 - City Web Page – 2nd Quarter Roll Out



Projects Processed in 2023

- 2019 Projects
 - OPR 2020-0615 Shamrock/Arterial Grind & Overlay – 15.31%
 - OPR 2018-0795 Inland Asphalt/Spokane Arterial Preservation – 11.67%
 - OPR 2019-0132 Five Mile Booster/Apollo – 16%
 - PRO 2016-0015 CSO 26 SFB/Garco – 17.38%
- 2020
 - OPR 2021-0013 Well Electric #4/General Industries – 8.5% (GFE 50%)
- 2021
 - OPR 2021-0265 Riverfront Park North Suspension/Garco – 15/67%
 - OPR 2021-0334 2021 Arterial Chip/Seal/Shamrock – 16.36%
 - OPR 2021-0375 2021 Residential Chip Seal/Shamrock – 17.11%
 - OPR 2021-0423 Cycle 8 Traffic Calming/Bacon – 16.885%
 - OPR 2021-0674 Hatch Bridge/Halme – 18.79%
 - OPR 2021-0785 2022 Street Maintenance/Cameron-Reilly – 15.81%




Projects Processed in 2023

- 2022 Projects
 - **OPR 2022-0246 Riverside Ave**
DW Excavating
 - **OPR 2022-0532 Residential Chip Seal**
Shamrock



New Ordinance Process

- New Form
 - Calculates journeyman/apprentice hours by trade.
- New Reporting
 - At least annually, collect, maintain and report the following:
 - Name of each apprentice, apprentice registration number
 - Name of each project
 - Dollar amount of each project
 - Apprentices, labor hours worked and trade/craft
 - Journeyman, labor hours worked and trade/craft.
 - Number, type and rationale for GFE

Project		Riverside Ave - Monroe to Division		Distribution		
OPR	OPR 2023-0246			Admin	ajones@spokane.gov	Garett Jones
Contract Amount	\$4,730,394.10			Engineering	mfeist@spokane.gov	Marlene Feist
Bid Date	4/4/2022			Engineering	hogberg@spokane.gov	John Hogberg
Award Date	4/11/2022			Engineering	sandobal@spokane.gov	Jason Sandobal
Notice to Proceed			Compliance	ken@weexcavating.net	DW Excavating	
Intent	GC/Sub Contractors	Contract Amount				
	1233212	AAA SWEEPING LLC	\$57,167.59			
	1275318	CAD of Spokane Inc	\$1,600.00			
	1235679	CENTRAL PRE MIX CONC CO	\$25,492.00			
	1231648	CENTRAL PRE MIX CONC CO	\$8,796.06			
	1253308	CHAMPION CONCRETE PUMPING INC	\$1,622.97			
	1235560	DW EXCAVATING INC	\$4,363,343.20			
	1232510	FIVE STAR CONCRETE INC	\$507,954.00			
	1273240	HALME CONSTRUCTION INC	\$926.50			
	1232402	HIDDEN RIVERS SPRINKLRS/WA INC	\$13,465.60			
	1232982	INLAND ASPHALT CO	\$562,825.56			
	1241554	INTERSTATE CONCRETE/ASPHALT CO	\$88,818.75			
	1290487	M & L CONSTRUCTION INC	\$2,100.00			
	1231175	O'Busco Engineering Intl. Inc.	\$10,585.00			
	1245912	PHOENIX COMPANY	\$57,000.00			
	1231959	PORTER W YETT COMPANY	\$40,275.75			
	1232334	POWER CITY ELECTRIC INC	\$408,637.02			
	1231314	PROLINE CONCRETE CUTTING LLC	\$23,611.07			
	1231132	ROAD PRODUCTS INC	\$285,000.00			
	1236051	Spokane Traffic Control Inc	\$236,285.75			
	1233512	THE FA BARTLETT TREE EXPERT CO	\$30,811.00			
		GC: *BOLD				
		Qualifying Sub: Italics				



OPR 2022-0246 Riverside Ave - Monroe to Division

- Project Overview
 - Name of Project
 - Dollar Value
 - Bid/Award Date
- GC/Sub Overview
 - Intent Number
 - GC/Sub Name & Contract Amount

Project	Riverside Ave - Monroe to Division
OPR	OPR 2022-0246
Contract Amount	\$4,730,394.10
Bid Date	4/4/2022
Award Date	4/11/2022
Notice to Proceed	



Intent	GC*/Sub Contractors	Contract Amount
1233212	AAA SWEEPING LLC	\$57,167.59
1275318	CAD of Spokane Inc	\$1,600.00
1235678	CENTRAL PRE MIX CONC CO	\$25,492.00
1231648	CENTRAL PRE MIX CONC CO	\$8,796.06
1253308	CHAMPION CONCRETE PUMPING INC	\$1,622.97
1225560	DW EXCAVATING INC	\$4,363,943.20
1232510	FIVE STAR CONCRETE INC	\$507,954.00
1273240	HALME CONSTRUCTION INC	\$926.50
1232402	HIDDEN RIVERS SPRINKLRS/WA INC	\$13,465.60
1232982	INLAND ASPHALT CO	\$562,825.56
1241554	INTERSTATE CONCRETE/ASPHALT CO	\$88,818.75
1250487	M & L CONSTRUCTION INC	\$2,100.00
1231175	O'Bunco Engineering Intl. Inc.	\$10,585.00
1245912	PHOENIX COMPANY	\$57,000.00
1231959	PORTER W YETT COMPANY	\$40,275.75
1232334	POWER CITY ELECTRIC INC	\$403,637.02
1231314	PROLINE CONCRETE CUTTING LLC	\$23,611.07
1231132	ROAD PRODUCTS INC	\$285,000.00
1236051	Spokane Traffic Control Inc	\$236,285.75
1233512	THE FA BARTLETT TREE EXPERT CO	\$30,811.00

GC: *BOLD
Qualifying Sub: Italics

OPR 2022-0246 Riverside Ave - Monroe to Division

- Number of journey level workers and labor hours, categorized by trade/craft
- Number of apprentices and labor hours, categorized by trade/craft
- Listed exceptions under notes.

Contractor/Sub	Trade	Journeyman Hours	Apprentice Hours	Incentive Hours	Total Apprentice Hours	AUR Percentage	Notes
DW Excavating	Laborer	4203	1708	0	1708	28.90%	
	Truck Driver						GFE
	Power Equipment Operator	2277.5	786.5	0	786.5	25.67%	
Subcontractor	Trade	JH	AH	IH	TAH	AUR %	
Five Star Concrete	Cement Mason	718	333.25		333.25	31.70%	
	Laborer	702.3	64.3		64.3	8.38%	
	Power Equipment Operators	2.5					<160
Subcontractor	Trade	JH	AH	IH	TAH	AUR %	
Inland Asphalt	Power Equipment Operator	381	0	0	0	0.00%	
	Truck Driver	467.96	0	0	0	0.00%	
	Laborer	238	0	0	0	0.00%	
Subcontractor	Trade	JH	AH	IH	TAH	AUR %	
Power City Electric	Electrician	761	357.5	0	357.5	31.96%	
	Power Equipment Operator	356	0	0	0	0.00%	
Subcontractor	Trade	JH	AH	IH	TAH	AUR %	
Road Products	Traffic Control Stripers	788.92	0	0	0	0.00%	
	Laborer	389.6	0	0	0	0.00%	
	Power Equipment Operator	19					
Subcontractor	Trade	JH	AH	IH	TAH	AUR %	
Spokane Traffic Con	Flaggers	1301.5	30.5		30.5	2.29%	

Contractor/Sub	Trade	Number of Apprentice Hours	Min. Required Apprentice Hours	Difference	Highest Paid Craft Rate	Penalty Amount	Notes
Five Star Concrete	Laborer	64.25	105.34	41.09	\$44.04	\$542.85	1st Violation at 30%
Inland Asphalt	Power Equipment Operator	0	57.15	57	\$51.49	\$882.80	1st Violation at 30%
	Truck Driver	0	70.19	70	\$50.01	\$1,053.12	1st Violation at 30%
	Laborer	0	35.70	36	\$44.04	\$471.67	1st Violation at 30%
Power City	Power Equipment Operator	0	53.40	53	\$51.21	\$820.38	1st Violation at 30%
Road Products	Traffic Control Stripers	0	118.34	118	\$50.51	\$1,793.18	1st Violation at 30%
	Laborer	0	58.44	58	\$44.58	\$781.58	1st Violation at 30%
Spokane Traffic Con	Flagger	30.5	195.23	165	\$41.94	\$2,072.57	1st Violation at 30%

OPR 2022-0246
Riverside Ave -
Monroe to Division

HB 1050

Statewide AUR Changes Ahead

- **HB1050 Expands** apprenticeship utilization requirements (AUR) on public works projects to *all public agencies* ("municipalities") (RCW 39.04.320)
- **Effective July 1, 2024**
- **•\$2M project estimate or greater**, 15% of all labor hours are to be performed by state registered apprentices in state approved programs
- **Effective July 1, 2026**
- **•\$1.5M estimate or greater**, 15% of all labor hours
- **Effective July 1, 2028**
- **•\$1M estimate or greater**, 15% of all labor hours



HB 1050

Statewide AUR Changes Ahead

- Requires public works contracts awarded by a municipality that cost more than \$1 million to include specifications that no less than 15 percent of the labor hours be performed by apprentices.
- Requires subcontracts of public works contracts with an initial subcontract price of \$200,000 or more to include specifications that no less than 15 percent of the labor hours be performed by apprentices.
- Requires municipalities to monitor and report their apprentice utilization hours by contractor and subcontractor.





Apprentice Incentive Grant

- Pre-Apprenticeship Programs to assist minorities, women and residents of CEZs.
- Approx. \$10K Collected in 2022/2023
- Grant to be distributed in 3rd Quarter 2024

An infographic titled "Why do an apprenticeship or traineeship?" is presented on a white background with a blue and orange gradient border. The title is in a bold, black, sans-serif font. Below the title, six benefits are listed in two rows, each with an icon and a brief description in a black box:

- START EARNING**: Start earning money while you study (Icon: dollar sign with a plus sign).
- FLEXIBLE TRAINING**: Train on-the-job, on-campus, or both (Icon: person at a computer).
- INDUSTRY SKILLS**: Develop knowledge and skills from expert teachers with extensive industry experience (Icon: two heads with arrows).
- HANDS-ON EXPERIENCE**: Learn with the latest technology and tools in our well-equipped facilities (Icon: checkmark in a box).
- REAL QUALIFICATIONS**: Graduate with a nationally recognised qualification (Icon: graduation cap).
- CAREER ADVICE & HELP**: Students can access our Employment Centre even after they graduate, to help progress their careers (Icon: stairs).

Questions



CITY OF SPOKANE
SECTION 07.06.790 DATA COLLECTION AND REPORTING:
2023 PUBLIC WORKS APPRENTICE PROGRAM ANNUAL REPORT

SUMMARY: Annual public works apprenticeship program annual report for fiscal year 2023.

Data Collection and Reporting to contain:

- A. Name of each apprentice and apprentice registration number employed under the requirements of this article X during the preceding year;
- B. The name of each project to which this Article X applied during the preceding year;
- C. The dollar value of each project subject to Article X during the preceding year;
- D. The date of the contractor's notice to proceed/contract award;
- E. The number of apprentices and labor hours worked by them, categorized by trade or craft;
- F. The number of journey level workers and labor hours worked by them, categorized by trade or craft; and
- G. The number, type, and rationale for the exceptions granted under SMC 07.06.730

Each Project Summary Contains:

- A. AUR Summary Sheet
- B. Project Utilization Summary Sheet (LNI PWAA Portal)

- C. Qualified General Contractor's Approved Affidavit of Wages Paid (LNI PWAA Portal)
- D. Apprentice Utilization by Contractor (LNI PWAA Portal)
- E. Apprentice Utilization by Trade (LNI PWAA Portal)
- F. GFEs if applicable

- G. Qualified Subcontractor's Affidavit of Wages Paid
- H. Apprentice Utilization by Contractor
- I. Apprentice Utilization by Trade
- J. GFEs if applicable

CONTENTS

- 1. OPR 2022-0246 Riverside Ave – Monroe to Division (30 Pages)
- 2. OPR 2022-0532 2022 Residential Chip Seal (13 Pages)

**City of Spokane
Apprentice Utilization Summary
(10/2023)**



Project	Riverside Ave - Monroe to Division
OPR	OPR 2022-0246
Contract Amount	\$4,730,394.10
Bid Date	4/4/2022
Award Date	4/11/2022
Notice to Proceed	

Distribution		
Admin	sjones@spokane.gov	Sharetta Jones
Admin		
Engineering	triflet@spokane.gov	Marlene Feist
Engineering	triflet@spokane.gov	John Hogberg
Engineering		
Compliance	sandobal@spokane.gov	Jason Sandobal
GC	Ben@dwexcavating.net	DW Excavating
Sub	barb@5starconcrete.com	5 Star Concrete
Sub	inland.asphalt@inland.asphalt.com	Inland Asphalt
Sub	Carver@powercityelectric.com	Power City
Sub	alex@roadproductsupply.net	Road Products
Sub	timmy@spokanetrafficcontrol.com	Spokane Traffic

Intent	GC*/Sub Contractors	Contract Amount
1233212	AAA SWEEPING LLC	\$57,167.59
1275318	CAD of Spokane Inc	\$1,600.00
1235678	CENTRAL PRE MIX CONC CO	\$25,492.00
1231648	CENTRAL PRE MIX CONC CO	\$8,796.06
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1273240	HALME CONSTRUCTION INC	\$926.50
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1245912	PHOENIX COMPANY	\$57,000.00
1231959	PORTER W YETT COMPANY	\$40,275.75
1232334	POWER CITY ELECTRIC INC	\$403,637.02
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1236051	Spokane Traffic Control Inc	\$236,285.75
1233512	THE FA BARTLETT TREE EXPERT CO	\$30,811.00

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Contractor/Sub	Trade	Journeyman Hours	Apprentice Hours	Incentive Hours	Total Apprentice Hours	AUR Percentage	Notes
DW Excavating	Laborer	4203	1708	0	1708	28.90%	
	Truck Driver	581	0	0	0	0.00%	
	Power Equipment Operator	2277.5	786.5	0	786.5	25.67%	
Subcontractor	Trade	JH	AH	IH	TAH	AUR %	
Five Star Concrete	Cement Mason	718	333.25		333.25	31.70%	
	Laborer	702.3	64.3		64.3	8.38%	
	Power Equipment Operators	2.5					<160
Subcontractor	Trade	JH	AH	IH	TAH	AUR %	
Inland Asphalt	Power Equipment Operator	381	0	0	0	0.00%	
	Truck Driver	467.96	0	0	0	0.00%	
	Laborer	238	0	0	0	0.00%	
Subcontractor	Trade	JH	AH	IH	TAH	AUR %	
Power City Electric	Electrician	761	357.5	0	357.5	31.96%	
	Power Equipment Operator	356	0	0	0	0.00%	
Subcontractor	Trade	JH	AH	IH	TAH	AUR %	
Road Products	Traffic Control Strippers	788.92	0	0	0	0.00%	
	Laborer	389.6	0	0	0	0.00%	
	Power Equipment Operator	19					
Subcontractor	Trade	JH	AH	IH	TAH	AUR %	
Spokane Traffic Con	Flaggers	1301.5	30.5		30.5	2.29%	41.94 (12.58)

FINES							
Contractor/Sub	Trade	Number of Apprentice Hours	Min. Required Apprentice Hours	Difference	Highest Paid Craft Rate	Penalty Amount	Notes
DW Excavating	Truck Driver	0.00	87.15	87	\$50.49	\$1,320.06	1st Violation at 30%
Five Star Concrete	Laborer	64.25	105.34	41.09	\$44.04	\$542.85	1st Violation at 30%
Inland Asphalt	Power Equipment Operator	0	57.15	57	\$51.49	\$882.80	1st Violation at 30%
	Truck Driver	0	70.19	70	\$50.01	\$1,053.12	1st Violation at 30%
	Laborer	0	35.70	36	\$44.04	\$471.67	1st Violation at 30%
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Road Products	Traffic Control Strippers	0	118.34	118	\$50.51	\$1,793.18	1st Violation at 30%
	Laborer	0	58.44	58	\$44.58	\$781.58	1st Violation at 30%
Spokane Traffic Con	Flagger	30.5	195.23	165	\$41.94	\$2,072.57	1st Violation at 30%

Total: \$9,738.20

Public Works Projects

Awarding Agency: SPOKANE, CITY OF

Project: Riverside Ave - Monroe to Division

Project Utilization

Apprentice Utilization

Apprentice utilization is required on this project.

Certified Payroll Reports provide *real-time data* during the project. **Affidavits** provide *final utilization data* once all forms have been filed.

Note: For *real-time data*, all contractors on the project must file their certified payroll reports on a weekly basis using L&I's online system.

[Learn more about the apprentice utilization requirement.](#)

Based On Certified Payroll Reports: ⓘ

Journey Level Hours	14,181.27
Apprentice Hours	3,298.82
Apprentice Utilization Percentage	18.87%

Based On Affidavits: ⓘ

Journey Level Hours	14,181.27
Apprentice Hours	3,280
Apprentice Utilization Percentage	18.78%

Reports:

[Project Apprentice Utilization By Contractor](#)
[Project Apprentice Utilization By Trade](#)

Minority, Women, & Disadvantaged Business Utilization

OMWBE utilization is required on this project.

The Office of Minority and Women's Business Enterprises (OMWBE) certifies small, minority, and women-owned businesses to facilitate their participation in public contracting and procurement. The information below will help you manage utilization of these businesses when required by law. [Learn more about OMWBE certifications.](#)

Based On # of Contractors:

Total # of Contractors	20
# Certified Contractors	2
# Non-Certified Contractors	18
% Certified Contractors Utilized	10%

Apprentice Utilization by Trade

Date of Report: 3/12/2024 9:07 AM **Good Faith Effort Approved?:** No
Project Name: Riverside Ave - Monroe to Division **Contract #:** 2016120
Awarding Agency: SPOKANE, CITY OF **Contract Amount:** \$4,730,394.10
Prime Contractor: DW EXCAVATING INC **Contract Award Date:** 4/11/2022

Data from certified payroll is only available if the business filed their weekly reports using L&I's system.

Utilization percentages are based on the labor hours performed by workers on the project that were reported to L&I per [RCW 39.04.310](#).

Trade	Certified Payroll										Affidavit						
	Apprentice %	Apprentice Hours	Journey Level Hours	Total Hours	Female %	Female Hours	Minority %	Minority Hours	Veteran %	Veteran Hours	Apprentice %	Apprentice Hours	Journey Level Hours	Total Hours	Apprentice Wages	Journey Wages	Total Wages
Cement Masons	31.70%	333.25	718.00	1,051.25	58.53%	615.25	81.83%	860.25	0.00%	0.00	31.70%	333.25	718.00	1,051.25	\$16,034.30	\$39,500.63	\$55,534.93
Electricians - Inside	31.96%	357.50	761.00	1,118.50	0.00%	0.00	21.73%	243.00	0.00%	0.00	31.96%	357.50	761.00	1,118.50	\$17,313.43	\$52,657.03	\$68,970.46
Flaggers	2.29%	30.50	1,301.50	1,332.00	7.51%	100.00	0.15%	2.00	0.15%	2.00	2.29%	30.50	1,301.50	1,332.00	\$1,210.89	\$56,860.26	\$58,071.15
Ironworkers	0.00%	6.00	6.00	6.00	0.00%	0.00	50.00%	3.00	0.00%	0.00	0.00%	6.00	6.00	6.00	\$0.00	\$401.46	\$401.46
Laborers	23.81%	1,789.67	5,727.10	7,516.77	5.69%	427.42	22.08%	1659.52	0.00%	0.00	23.63%	1,772.25	5,727.10	7,499.35	\$67,426.41	\$295,595.21	\$363,021.62
Laborers - Underground Sewer & Water Construction	0.00%	4.00	4.00	4.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	4.00	4.00	4.00	\$0.00	\$176.16	\$176.16
Landscape Construction	0.00%	7.00	7.00	7.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	7.00	7.00	7.00	\$0.00	\$293.58	\$293.58
Power Equipment Operators	20.86%	786.50	2,983.50	3,770.00	0.74%	28.00	32.88%	1239.75	0.00%	0.00	20.86%	786.50	2,983.50	3,770.00	\$40,158.82	\$157,067.40	\$197,226.22
Power Equipment Operators - Underground Sewer & Water	0.00%	356.00	356.00	356.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	356.00	356.00	356.00	\$0.00	\$21,485.41	\$21,485.41
Surveyors	0.00%	5.00	5.00	5.00	0.00%	0.00	100.00%	5.00	0.00%	0.00	0.00%	5.00	5.00	5.00	\$0.00	\$150.00	\$150.00
Traffic Control Strippers	0.00%	818.92	818.92	818.92	4.32%	35.38	100.00%	818.92	0.00%	0.00	0.00%	818.92	818.92	818.92	\$0.00	\$41,363.65	\$41,363.65
Truck Drivers	0.11%	1.40	1,223.83	1,225.23	3.80%	46.58	4.37%	53.51	0.00%	0.00	0.00%	1,223.83	1,223.83	1,223.83	\$0.00	\$63,331.40	\$63,331.40
Truck Drivers - Ready Mix	0.00%	269.42	269.42	269.42	5.23%	14.10	7.05%	19.00	0.00%	0.00	0.00%	269.42	269.42	269.42	\$0.00	\$13,603.02	\$13,603.02
	18.87%	3298.82	14,181.27	17,480.09	7.25%	1266.73	28.05%	4903.95	0.01%	2.00	18.78%	3,280.00	14,181.27	17,461.27	\$142,143.84	\$742,465.20	\$884,625.05

Apprentice Utilization by Contractor

Date of Report: 3/12/2024 9:06 AM **Good Faith Effort Approved?:** No
Project Name: Riverside Ave - Monroe to Division **Contract #:** 2016120
Awarding Agency: SPOKANE, CITY OF **Contract Amount:** \$4,730,394.10
Prime Contractor: DW EXCAVATING INC **Contract Award Date:** 4/11/2022

Data from certified payroll is only available if the business filed their weekly reports using L&I's system.

Utilization percentages are based on the labor hours performed by workers on the project that were reported to L&I per [RCW 39.04.310](#).

Business Name	UBI	Contract Amount	Date of Last Certified Payroll	Certified Payroll				Apprentice				Affidavit					
				Apprentice Hours	Journey Level Hours	Total Hours	Apprentice %	Apprentice Hours	Journey Level Hours	Total Hours	Apprentice %	Apprentice Hours	Journey Level Hours	Total Hours	Apprentice %		
AAA SWEEPING LLC	602346432	\$57,167.59	04/29/2023	0.00%	199.00	199.00	0.00%	199.00	199.00	199.00	0.00%	199.00	199.00	199.00	0.00%	\$10,092.50	\$10,092.50
CAD of Spokane Inc	601711501	\$1,600.00	05/07/2023	0.00%	8.37	8.37	0.00%	8.37	8.37	8.37	0.00%	8.37	8.37	8.37	0.00%	\$419.50	\$419.50
CENTRAL PRE MIX CONC CO	601006854	\$34,288.06	04/29/2023	0.00%	77.77	77.77	0.00%	77.77	77.77	77.77	0.00%	77.77	77.77	77.77	0.00%	\$3,926.61	\$3,926.61
CHAMPION CONCRETE PUMPING INC	601186500	\$1,622.97	01/07/2023	0.00%	14.50	14.50	0.00%	14.50	14.50	14.50	0.00%	14.50	14.50	14.50	0.00%	\$740.23	\$740.23
DW EXCAVATING INC	603543995	\$4,363,943.20	07/09/2023	25.67%	2,494.50	9,719.00	25.67%	2,494.50	2,494.50	9,719.00	25.67%	2,494.50	2,494.50	9,719.00	25.67%	\$104,980.34	\$487,596.13
FIVE STAR CONCRETE INC	602645489	\$507,954.00	04/23/2023	21.84%	397.50	1,820.25	21.84%	397.50	397.50	1,820.25	21.84%	397.50	1,820.25	1,820.25	21.84%	\$18,639.18	\$93,399.33
HALIME CONSTRUCTION INC	601553217	\$926.50	11/05/2022	0.00%	5.00	5.00	0.00%	5.00	5.00	5.00	0.00%	5.00	5.00	5.00	0.00%	\$252.45	\$252.45
HIDDEN RIVERS SPRINKLERS/AWA INC	600522480	\$13,465.60	01/28/2023	0.00%	7.00	7.00	0.00%	7.00	7.00	7.00	0.00%	7.00	7.00	7.00	0.00%	\$293.55	\$293.55
INLAND ASPHALT CO	601006854	\$562,825.56	08/05/2023	1.22%	13.40	1,100.36	1.22%	13.40	1,086.96	1,100.36	0.00%	1,086.96	1,086.96	1,086.96	0.00%	\$55,294.68	\$55,294.68
INTERSTATE CONCRETE/ASPHAL T CO	600204527	\$88,818.75	04/22/2023	0.00%	191.65	191.65	0.00%	191.65	191.65	191.65	0.00%	191.65	191.65	191.65	0.00%	\$9,676.41	\$9,676.41
M & L CONSTRUCTION INC	601534512	\$2,100.00	07/30/2022	0.00%	12.00	12.00	0.00%	12.00	12.00	12.00	0.00%	12.00	12.00	12.00	0.00%	\$573.18	\$573.18
O'Burco Engineering Intl, Inc.	602045762	\$10,585.00	01/07/2023	0.00%	5.00	5.00	0.00%	5.00	5.00	5.00	0.00%	5.00	5.00	5.00	0.00%	\$150.00	\$150.00
PHOENIX COMPANY	601562447	\$57,000.00	11/05/2022	0.00%	6.00	6.00	0.00%	6.00	6.00	6.00	0.00%	6.00	6.00	6.00	0.00%	\$401.46	\$401.46
PORTER W YETT COMPANY	601086484	\$40,275.75	05/07/2023	0.00%	88.00	88.00	0.00%	88.00	88.00	88.00	0.00%	88.00	88.00	88.00	0.00%	\$4,531.73	\$4,531.73
POWER CITY ELECTRIC INC	601766181	\$403,637.02	06/11/2023	24.25%	357.50	1,474.50	24.25%	357.50	357.50	1,474.50	24.25%	357.50	1,474.50	1,474.50	24.25%	\$17,313.43	\$74,142.44
PROLINE CONCRETE CUTTING LLC	603370412	\$23,611.07	05/06/2023	0.00%	45.50	45.50	0.00%	45.50	45.50	45.50	0.00%	45.50	45.50	45.50	0.00%	\$2,018.21	\$2,018.21
ROAD PRODUCTS INC	601603787	\$285,000.00	05/20/2023	0.44%	5.42	1,232.94	0.44%	5.42	1,227.52	1,232.94	0.00%	1,227.52	1,227.52	1,227.52	0.00%	\$59,486.78	\$59,486.78


Business Name	UBI	Contract Amount	Date of Last Certified Payroll	Certified Payroll				Affidavit						
				Apprentice %	Apprentice Hours	Journey Level Hours	Total Hours	Apprentice %	Apprentice Hours	Journey Level Hours	Total Hours			
Spokane Traffic Control Inc	602864204	\$236,285.75	09/23/2023	2.29%	30.50	1,301.50	1,332.00	2.29%	30.50	1,301.50	1,332.00	\$1,210.89	\$58,860.26	\$58,071.15
THE FA BARTLETT TREE EXPERT CO	602831916	\$30,811.00	01/28/2023	0.00%		141.25	141.25	0.00%		141.25	141.25		\$6,249.27	\$6,249.27
TOTAL BUSINESSES:.	19	\$6,721,917.82		18.87%	3,298.82	14,181.27	17,480.09	18.78%	3,280.00	14,181.27	17,461.27	\$142,143.84	\$742,485.20	\$884,629.05

Public Works Projects

Awarding Agency: SPOKANE, CITY OF

Project: Riverside Ave - Monroe to Division

Project Overview

Project name Riverside Ave - Monroe to Division	Contract no. 2016120	Award Date 4-11-2022	Prime Contractor Name DW EXCAVATING INC
Job site Down town Spokane, WA on Riverside Ave - From Monroe to Division	Project cost \$4,730,394.10	Bid Date 4-4-2022	Phone number 509-904-1313
Description This project consists of the construction of approximately 19,000 square yards of 2-inch thick HMA pavement, 3,000 linear feet water line, 5,000 square yards of pavement repair, wheelchair ramp replacement, STA bus stop construction, sundry utility replacements and adjustments, and other related miscellaneous items.	Contract Type Bid-Build (Traditional)	WA UBI Number 603543995	Contractor License no. DWEXCEI856QB
Notice of Completion Status Released	Awarding Agency Contact John Hogberg, 509-625-7722	Federally Funded Project No Change	
Certificate of Release View Certificate 	Apprentice Utilization Required Yes	OMWBE Utilization Required Yes	

Project Structure

Affidavit 1222797

Document Received Date: 7-7-2023

Intent Id: [1225560](#)

Afidavit Id: 1222797

Affidavit Status: Approved on 7-14-2023

Contractor Details (Prime Contractor)

Name

DW EXCAVATING INC

Address

PO BOX 1089
DAVENPORT, WA, 99122

WA UBI no.

603543995

Contractor Registration no.

DWEXCEI856QB

Industrial Insurance Account Id

60016600

Email Address

ken@dwexcavating.net


Filed By

Barker, Ken

OMWBE Certifications as of 4-14-2022

No active certifications exist for this business.

Project Information

Close 

Awarding agency	SPOKANE, CITY OF 808 W SPOKANE FALLS BLVD SPOKANE, WA - 99201
Awarding agency contact	John Hogberg
Awarding Agency	509-625-7722
Project name	Riverside Ave - Monroe to Division
County where work was performed	Spokane
City where work was performed	Spokane
Project Site Address or Directions	Down town Spokane, WA on Riverside Ave - From Monroe to Division
Project Description	This project consists of the construction of approximately 19,000 square yards of 2-inch thick HMA pavement, 3,000 linear feet water line, 5,000 square yards of pavement repair, wheelchair ramp replacement, STA bus stop construction, sundry utility replacements and adjustments, and other related miscellaneous items.
Prime contractor name	DW EXCAVATING INC
Prime contractor registration no.	DWEXCEI856QB
Contract no.	2016120
Contract Type	Bid-Build (Traditional)
Is apprentice utilization required?	Yes
Is OMWBE utilization required?	Yes
Prime contractor phone number	509-904-1313
Prime contractor intent id	1225560
Original contract amount	\$4,363,943.20
Bid due date	4-4-2022
Contract award date	4-11-2022
Intent filed date	4-14-2022
Job start date	5-2-2022
Date work completed	6-15-2023

Project Completion

Did your company hire any subcontractors?	Yes
Did your company have employees perform work on this project?	Yes
Did you use any apprentices on this project?	Yes
Is the prime contract at a cost of over one million dollars (\$1,000,000)?	Yes

Company Owner Information

How many owner/operators performed work on the project that own 30% or more of the company?

No company owner added

Affidavit Subcontractor(s)

Company Name	UBI	License#
CAD of Spokane Inc	601711501	
HALME CONSTRUCTION INC	601553217	HALMECI061R7
CHAMPION CONCRETE PUMPING INC	601186500	CHAMPCP11808
M & L CONSTRUCTION INC	601534512	MLCONI*063N9
PHOENIX COMPANY	601562447	PHOENC*855Q4
INTERSTATE CONCRETE/ASPHALT CO	600204527	INTERCC137RU
Spokane Traffic Control Inc	602864204	SPOKATC923PA
THE FA BARTLETT TREE EXPERT CO	602831916	FABARBT921MW

Company Name	UBI	License#
AAA SWEEPING LLC	602346432	AAASWL*963CA
INLAND ASPHALT CO	601006854	INLANAC984OK
FIVE STAR CONCRETE INC	602645489	FIVESSC943OQ
HIDDEN RIVERS SPRINKLRS/WA INC	600522480	HIDDERS162NA
POWER CITY ELECTRIC INC	601766181	POWERCE994BA
PORTER W YETT COMPANY	601096494	PORTEWY121MN
CENTRAL PRE MIX CONC CO	601006854	CENTRPM311J8
PROLINE CONCRETE CUTTING LLC	603370412	PROLICCC867CK
O'Bunco Engineering Intl. Inc.	602045762	
ROAD PRODUCTS INC	601603787	ROADPI*053DT

Journey Level Wages

County	Trade	Occupation	Wages	Fringe	Workers	Hours
Spokane	Laborers	General Laborer	\$42.00	\$19.49	1	12.50
Spokane	Laborers	General Laborer	\$45.00	\$19.49	1	376.50
Spokane	Laborers	General Laborer	\$37.00	\$19.49	1	1033.00
Spokane	Laborers	General Laborer	\$25.00	\$19.04	5	411.00
Spokane	Truck Drivers	Dump Truck & Trailer	\$33.00	\$20.49	1	194.50
Spokane	Laborers	General Laborer	\$33.00	\$19.49	2	822.50
Spokane	Laborers	General Laborer	\$33.00	\$20.49	1	8.50
Spokane	Power Equipment Operators	Backhoe (45,000 Gw & Under)	\$33.00	\$19.49	1	98.00
Spokane	Laborers	General Laborer	\$32.00	\$12.04	5	140.00
Spokane	Power Equipment Operators	Backhoe (45,000 Gw & Under)	\$35.00	\$16.21	2	224.50
Spokane	Laborers	General Laborer	\$35.00	\$19.49	3	661.00
Spokane	Power Equipment Operators	Backhoe (45,000 Gw & Under)	\$35.00	\$19.49	4	902.50
Spokane	Laborers	General Laborer	\$35.00	\$9.04	3	135.50
Spokane	Laborers	Pipelayer	\$35.00	\$19.49	2	211.00
Spokane	Truck Drivers	Other Trucks	\$30.00	\$20.01	7	102.00
Spokane	Truck Drivers	Other Trucks	\$33.00	\$20.49	1	1.00
Spokane	Power Equipment Operators	Power Broom	\$32.00	\$18.28	4	49.00
Spokane	Truck Drivers	Dump Truck & Trailer	\$30.00	\$20.49	4	180.50
Spokane	Truck Drivers	Other Trucks	\$35.00	\$19.49	2	5.00
Spokane	Truck Drivers	Other Trucks	\$33.00	\$19.49	1	40.50
Spokane	Power Equipment Operators	Backhoe (45,000 Gw & Under)	\$32.00	\$19.21	5	178.00
Spokane	Power Equipment Operators	Power Broom	\$33.00	\$19.49	1	35.50
Spokane	Truck Drivers	Other Trucks	\$35.00	\$15.01	1	4.50
Spokane	Power Equipment Operators	H.d. Mechanic	\$32.00	\$19.76	1	14.00
Spokane	Power Equipment Operators	Backhoe (45,000 Gw To 110,000 Gw)	\$35.00	\$19.49	2	109.50
Spokane	Power Equipment Operators	H.d. Mechanic	\$40.00	\$11.76	1	21.00
Spokane	Laborers	Pipelayer	\$25.00	\$19.58	1	0.50

County	Trade	Occupation	Wages	Fringe	Workers	Hours
Spokane	Power Equipment Operators	Power Broom	\$35.00	\$15.28	1	0.50
Spokane	Power Equipment Operators	Backhoe (45,000 Gw To 110,000 Gw)	\$35.00	\$16.49	1	7.50
Spokane	Truck Drivers	Other Trucks	\$32.00	\$18.01	2	4.50
Spokane	Laborers	Pipelayer	\$33.00	\$19.49	1	10.50
Spokane	Laborers	General Laborer	\$30.00	\$14.04	3	28.50
Spokane	Power Equipment Operators	Loaders (overhead & Front-end, Under 4 Yds.. R/t)	\$32.00	\$19.05	4	232.50
Spokane	Power Equipment Operators	Backhoe (45,000 Gw To 110,000 Gw)	\$33.00	\$19.49	1	3.00
Spokane	Power Equipment Operators	Power Broom	\$35.00	\$19.49	3	7.00
Spokane	Power Equipment Operators	Loaders (overhead & Front-end, Under 4 Yds.. R/t)	\$33.00	\$19.49	1	1.50
Spokane	Power Equipment Operators	Bob Cat (skid Steer)	\$33.00	\$19.49	1	12.50
Spokane	Truck Drivers	Dump Truck	\$35.00	\$15.12	1	1.50
Spokane	Laborers	General Laborer	\$43.41	\$0.63	1	67.50
Spokane	Power Equipment Operators	Rollers, All Types On Subgrade, Including Seal And Chip Coating (farm Type, Case, John Deere And Similar,or Compacting Vibrator), Except When Pulled B	\$35.00	\$19.49	1	2.50
Spokane	Power Equipment Operators	Bob Cat (skid Steer)	\$32.00	\$18.89	4	88.50
Spokane	Power Equipment Operators	Bob Cat (skid Steer)	\$35.00	\$19.49	3	45.50
Spokane	Power Equipment Operators	Rollers, All Types On Subgrade, Including Seal And Chip Coating (farm Type, Case, John Deere And Similar,or Compacting Vibrator), Except When Pulled B	\$49.33	\$0.63	1	1.50
Spokane	Power Equipment Operators	Bob Cat (skid Steer)	\$35.00	\$15.89	1	1.00
Spokane	Power Equipment Operators	Rollers, All Types On Subgrade, Including Seal And Chip Coating (farm Type, Case, John Deere And Similar,or Compacting Vibrator), Except When Pulled B	\$32.00	\$17.96	3	15.50
Spokane	Power Equipment Operators	Rollers, All Types On Subgrade, Including Seal And Chip Coating (farm Type, Case, John Deere And Similar,or Compacting Vibrator), Except When Pulled B	\$33.00	\$19.49	1	3.50
Spokane	Truck Drivers	Other Trucks	\$49.38	\$0.63	1	2.50
Spokane	Power Equipment Operators	Backhoe (45,000 Gw To 110,000 Gw)	\$32.00	\$19.49	2	4.00
Spokane	Truck Drivers	Dump Truck	\$30.00	\$20.12	4	8.00
Spokane	Truck Drivers	Dump Truck & Trailer	\$33.00	\$18.49	1	16.00
Spokane	Laborers	General Laborer	\$33.00	\$18.49	1	9.00
Spokane	Laborers	General Laborer	\$26.00	\$18.04	1	4.50
Spokane	Laborers	Concrete Crewman	\$35.00	\$19.49	1	1.50
Spokane	Truck Drivers	Dump Truck & Trailer	\$33.00	\$19.49	2	160.50
Spokane	Power Equipment Operators	Loaders (overhead & Front-end, Under 4 Yds.. R/t)	\$35.00	\$19.49	2	2.00
Spokane	Power Equipment Operators	Loaders (overhead & Front-end, Under 4 Yds.. R/t)	\$32.00	\$20.01	1	3.00
Spokane	Laborers	General Laborer	\$38.00	\$19.49	1	1.50
Spokane	Laborers – Underground Sewer & Water	General Laborer & Topman	\$25.00	\$19.04	1	4.00
Spokane	Power Equipment Operators	Backhoe (45,000 Gw & Under)	\$34.00	\$17.21	2	149.50
Spokane	Laborers	General Laborer	\$34.00	\$10.04	2	15.50
Spokane	Power Equipment Operators	Backhoe (45,000 Gw To 110,000 Gw)	\$34.00	\$17.49	1	6.50

County	Trade	Occupation	Wages	Fringe	Workers	Hours
Spokane	Laborers	General Laborer	\$47.93	\$9.56	1	1.50
Spokane	Power Equipment Operators	Backhoe (45,000 Gw & Under)	\$47.93	\$9.56	1	16.50
Spokane	Truck Drivers	Dump Truck	\$47.93	\$9.56	1	4.00
Spokane	Power Equipment Operators	Bob Cat (skid Steer)	\$34.00	\$16.89	1	4.00
Spokane	Power Equipment Operators	Blade Operator (motor Patrol & Attachments)	\$35.00	\$16.49	1	1.50
Spokane	Truck Drivers	Dump Truck & Trailer	\$32.00	\$18.49	1	6.50
Spokane	Laborers	General Laborer	\$36.00	\$15.49	1	56.00
Spokane	Laborers	General Laborer	\$45.00	\$6.49	1	17.00
Spokane	Laborers	General Laborer	\$40.00	\$11.49	1	125.00
Spokane	Power Equipment Operators	H.d. Mechanic	\$42.00	\$9.76	1	8.00
Spokane	Power Equipment Operators	Backhoe (45,000 Gw & Under)	\$38.00	\$13.21	1	16.00
Spokane	Power Equipment Operators	Bob Cat (skid Steer)	\$38.00	\$12.89	1	6.00
Spokane	Power Equipment Operators	Backhoe (45,000 Gw & Under)	\$36.00	\$15.21	1	4.00
Spokane	Truck Drivers	Other Trucks	\$38.00	\$12.01	1	1.00
Spokane	Power Equipment Operators	Loaders (overhead & Front-end, Under 4 Yds.. R/t)	\$38.00	\$13.05	1	3.00
Spokane	Laborers	General Laborer	\$38.00	\$6.04	1	44.50
Spokane	Laborers	General Laborer	\$28.00	\$16.04	1	2.50
Spokane	Truck Drivers	Dump Truck & Trailer	\$34.00	\$16.49	1	10.00
Spokane	Laborers	General Laborer	\$37.00	\$14.49	1	2.50

Apprentice Wages

Trade Name			County Name		Program/Occupation Name					
Power Equipment Operators			Spokane		Construction Equipment Operator					
Step	Begin Hour	End Hour	Name	Reg Id	Begin Hours	End Hours	State	Wage	Fringe	Hours
1	1	1000	Downing, Benjamin	219248	6-15-2022	9-15-2022	WA	32.00	19.05	556.50
1	1	1000	Downing, Benjamin	219248	6-27-2022	7-20-2022	WA	32.00	19.21	51.50
1	1	1000	Rabaglia, Robert	221178	7-16-2022	9-17-2022	WA	32.00	18.28	8.00
1	1	1000	Hull, Matthew	219545	7-23-2022	7-23-2022	WA	32.00	19.21	5.00
1	1	1000	Downing, Benjamin	219248	8-1-2022	8-1-2022	WA	32.00	19.49	11.00
1	1	1000	Rabaglia, Robert	221178	9-10-2022	9-17-2022	WA	32.00	19.21	2.00
1	1	1000	Rabaglia, Robert	221178	9-17-2022	9-17-2022	WA	32.00	19.04	5.00
2	1001	2000	Downing, Benjamin	219248	10-3-2022	10-22-2022	WA	32.00	19.05	147.50

Trade Name			County Name		Program/Occupation Name					
Laborers			Spokane		Laborer/Eastern WA Spokane Area					
Step	Begin Hour	End Hour	Name	Reg Id	Begin Hours	End Hours	State	Wage	Fringe	Hours
1	1	1000	Tesch, Donavan	219546	6-15-2022	10-1-2022	WA	25.00	19.04	568.00
1	1	1000	Shepard, Robert	219427	6-21-2022	6-24-2022	WA	30.00	14.04	12.50
1	1	1000	Jackson, Kaden	220909	6-27-2022	11-3-2022	WA	23.00	9.26	588.00
1	1	1000	Curtis, Caden	222822	9-17-2022	11-5-2022	WA	19.00	13.26	253.50
2	1001	2000	Tesch, Donavan	219546	10-3-2022	11-4-2022	WA	25.00	19.04	153.00

Step	Begin Hour	End Hour	Name	Reg Id	Begin Hours	End Hours	State	Wage	Fringe	Hours
3	2001	3000	Wilson, Aiden	211310	10-7-2022	5-3-2023	WA	21.00	17.15	82.50
2	1001	2000	Tesch, Donovan	219546	4-10-2023	4-14-2023	WA	30.00	14.04	50.50

Public Notes

-- On 7/7/2023:--


Other Truck is a Water Truck for Dust Control

Public Works Projects

Awarding Agency: SPOKANE, CITY OF

Project: Riverside Ave - Monroe to Division

Project Overview

Project name Riverside Ave - Monroe to Division	Contract no. 2016120	Award Date 4-11-2022	Prime Contractor Name DW EXCAVATING INC
Job site Down town Spokane, WA on Riverside Ave - From Monroe to Division	Project cost \$4,730,394.10	Bid Date 4-4-2022	Phone number 509-904-1313
Description This project consists of the construction of approximately 19,000 square yards of 2-inch thick HMA pavement, 3,000 linear feet water line, 5,000 square yards of pavement repair, wheelchair ramp replacement, STA bus stop construction, sundry utility replacements and adjustments, and other related miscellaneous items.	Contract Type Bid-Build (Traditional)	WA UBI Number 603543995	Contractor License no. DWEXCEI856QB
Notice of Completion Status Released	Awarding Agency Contact John Hogberg, 509-625-7722	Federally Funded Project No Change	
Certificate of Release View Certificate 	Apprentice Utilization Required Yes	OMWBE Utilization Required Yes	

Project Structure

Affidavit 1230685

Document Received Date: 8-8-2023

Intent Id: [1232510](#)

Affidavit Id: 1230685

Affidavit Status: Approved on 8-14-2023

Contractor Details

Name

FIVE STAR CONCRETE INC

Address

4307 S Fossean Rd
SPOKANE, WA, 99224

WA UBI no.

602645489

Contractor Registration no.

FIVESSC943OQ

Industrial Insurance Account Id

12052400

Email Address

barb@5starconcrete.com


Filed By

Mohr, Charles

OMWBE Certifications as of 5-11-2022

No active certifications exist for this business.

Project Information

Close 

Awarding agency	SPOKANE, CITY OF 808 W SPOKANE FALLS BLVD SPOKANE, WA - 99201
Awarding agency contact	John Hogberg
Awarding Agency	509-625-7722
Project name	Riverside Ave - Monroe to Division
County where work was performed	Spokane
City where work was performed	SPOKANE
Project Site Address or Directions	Down town Spokane, WA on Riverside Ave - From Monroe to Division
Project Description	This project consists of the construction of approximately 19,000 square yards of 2-inch thick HMA pavement, 3,000 linear feet water line, 5,000 square yards of pavement repair, wheelchair ramp replacement, STA bus stop construction, sundry utility replacements and adjustments, and other related miscellaneous items.
Prime contractor name	DW EXCAVATING INC
Prime contractor registration no.	DWEXCEI856QB
Contract no.	2016120
Contract Type	Bid-Build (Traditional)
Is apprentice utilization required?	Yes
Is OMWBE utilization required?	Yes
Prime contractor phone number	509-904-1313
Prime contractor intent id	1225560
Hiring Contractor Name	DW EXCAVATING INC
Hiring Contractor License No.	DWEXCEI856QB
Hiring Contractor WA UBI Number	603543995
Original contract amount	\$507,954.00
Bid due date	4-4-2022
Contract award date	4-11-2022
Intent filed date	5-11-2022
Job start date	7-19-2022
Date work completed	4-20-2023

Project Completion

Did your company hire any subcontractors?	Yes
Did your company have employees perform work on this project?	Yes
Did you use any apprentices on this project?	Yes
Is the prime contract at a cost of over one million dollars (\$1,000,000)?	Yes

Company Owner Information

How many owner/operators performed work on the project that own 30% or more of the company? 0

No company owner added

Affidavit Subcontractor(s)

Company Name	UBI	License#
INTERSTATE CONCRETE/ASPHALT CO	600204527	INTERCC137RU

Journey Level Wages

County	Trade	Occupation	Wages	Fringe	Workers	Hours
Spokane	Cement Masons	Journey Level	\$55.00	\$0.00	1	120.00

County	Trade	Occupation	Wages	Fringe	Workers	Hours
Spokane	Laborers	General Laborer	\$38.42	\$15.20	1	95.75
Spokane	Laborers	General Laborer	\$32.42	\$15.20	7	276.25
Spokane	Cement Masons	Journey Level	\$37.04	\$16.79	2	110.50
Spokane	Laborers	General Laborer	\$36.04	\$15.20	2	107.50
Spokane	Cement Masons	Journey Level	\$36.04	\$16.79	5	260.00
Spokane	Cement Masons	Journey Level	\$43.00	\$16.79	2	89.50
Spokane	Cement Masons	Journey Level	\$40.56	\$16.79	1	99.50
Spokane	Laborers	General Laborer	\$37.04	\$15.20	1	14.00
Spokane	Cement Masons	Journey Level	\$39.29	\$16.79	1	38.50
Spokane	Laborers	General Laborer	\$35.00	\$15.20	1	80.75
Spokane	Laborers	General Laborer	\$47.62	\$0.00	1	26.00
Spokane	Laborers	General Laborer	\$32.79	\$15.20	1	44.50
Spokane	Laborers	General Laborer	\$40.00	\$15.20	1	57.50
Spokane	Power Equipment Operators	H.d. Mechanic	\$31.56	\$20.20	1	2.50

Apprentice Wages

Trade Name			County Name		Program/Occupation Name					
Laborers			Spokane		Laborer/Eastern WA Spokane Area					
Step	Begin Hour	End Hour	Name	Reg Id	Begin Hours	End Hours	State	Wage	Fringe	Hours
2	1001	2000	Curl, Christopher	221416	7-19-2022	7-22-2022	WA	22.69	15.20	29.25
4	3001	4000	Stanley, Kalan	192215	8-16-2022	11-3-2022	WA	27.56	15.20	35.00

Trade Name			County Name		Program/Occupation Name					
Cement Masons			Spokane		Cement Finisher/Eastern WA/Registered On or After 10/17/2013					
Step	Begin Hour	End Hour	Name	Reg Id	Begin Hours	End Hours	State	Wage	Fringe	Hours
2	1601	3200	Reiter, Joshua	213439	7-19-2022	8-13-2022	WA	28.83	16.79	63.25
2	1601	3200	Richardson, Willie	211385	7-29-2022	9-13-2022	WA	32.44	16.79	28.50
2	1601	3200	Knowles, Christopher	204524	8-12-2022	10-4-2022	WA	30.63	16.79	78.50
2	1601	3200	Moody, Shane	209231	8-16-2022	11-3-2022	WA	28.84	16.79	37.00
2	1601	3200	Reiter, Joshua	213439	8-22-2022	10-3-2022	WA	32.42	16.79	59.00
2	1601	3200	Richardson, Willie	211385	9-20-2022	11-3-2022	WA	36.04	16.79	52.00
1	1	1600	Dalager, Aaron	213952	4-18-2023	4-20-2023	WA	21.64	16.79	6.50
2	1601	3200	Knowles, Christopher	204524	4-18-2023	4-20-2023	WA	36.04	16.79	6.50
2	1601	3200	Singer, Austin	213811	4-20-2023	4-20-2023	WA	28.84	16.79	2.00

Public Notes


There are no public notes.

Public Works Projects

Awarding Agency: SPOKANE, CITY OF


Project: Riverside Ave - Monroe to Division

Project Overview

Project name Riverside Ave - Monroe to Division	Contract no. 2016120	Award Date 4-11-2022	Prime Contractor Name DW EXCAVATING INC
Job site Down town Spokane, WA on Riverside Ave - From Monroe to Division	Project cost \$4,730,394.10	Bid Date 4-4-2022	Phone number 509-904-1313
Description This project consists of the construction of approximately 19,000 square yards of 2-inch thick HMA pavement, 3,000 linear feet water line, 5,000 square yards of pavement repair, wheelchair ramp replacement, STA bus stop construction, sundry utility replacements and adjustments, and other related miscellaneous items.	Contract Type Bid-Build (Traditional)	WA UBI Number 603543995	Contractor License no. DWEXCEI856QB
	Awarding Agency Contact John Hogberg, 509-625-7722	Federally Funded Project No Change	
	Apprentice Utilization Required Yes		
	OMWBE Utilization Required Yes		
Notice of Completion Status Released			
Certificate of Release View Certificate 			

Project Structure

Affidavit 1230476

Close 

Document Received Date: 8-7-2023

Intent Id: [1232982](#)

Afdavit Id: 1230476

Affidavit Status: Approved on 8-14-2023

Contractor Details

Name

INLAND ASPHALT CO

Address

P O BOX 3366
SPOKANE, WA, 99220

WA UBI no.

601006854

Contractor Registration no.

INLANAC984OK

Industrial Insurance Account Id

70017400

Email Address

krista.jensen@centralpremix.com

Filed By

Jensen, Krista

OMWBE Certifications as of 5-12-2022

No active certifications exist for this business.

Project Information

Awarding agency	SPOKANE, CITY OF 808 W SPOKANE FALLS BLVD SPOKANE, WA – 99201
Awarding agency contact	John Hogberg
Awarding Agency	509-625-7722
Project name	Riverside Ave – Monroe to Division
County where work was performed	Spokane
City where work was performed	Spokane
Project Site Address or Directions	Down town Spokane, WA on Riverside Ave – From Monroe to Division
Project Description	This project consists of the construction of approximately 19,000 square yards of 2-inch thick HMA pavement, 3,000 linear feet water line, 5,000 square yards of pavement repair, wheelchair ramp replacement, STA bus stop construction, sundry utility replacements and adjustments, and other related miscellaneous items.
Prime contractor name	DW EXCAVATING INC
Prime contractor registration no.	DWEXCEI856QB
Contract no.	2016120
Contract Type	Bid-Build (Traditional)
Is apprentice utilization required?	Yes
Is OMWBE utilization required?	Yes
Prime contractor phone number	509-904-1313
Prime contractor intent id	1225560
Hiring Contractor Name	DW EXCAVATING INC
Hiring Contractor License No.	DWEXCEI856QB
Hiring Contractor WA UBI Number	603543995
Original contract amount	\$562,825.56
Bid due date	4-4-2022
Contract award date	4-11-2022
Intent filed date	5-12-2022
Job start date	7-27-2022
Date work completed	5-9-2023

Project Completion

Did your company hire any subcontractors?	No
Did your company have employees perform work on this project?	Yes
Did you use any apprentices on this project?	No
Is the prime contract at a cost of over one million dollars (\$1,000,000)?	Yes

Company Owner Information

How many owner/operators performed work on the project that own 30% or more of the company? 0

No company owner added

Affidavit Subcontractor(s)

No subcontractors are selected for this affidavit

Journey Level Wages

County	Trade	Occupation	Wages	Fringe	Workers	Hours
Spokane	Power Equipment Operators	Paving Machine (asphalt And Concrete)	\$36.56	\$20.20	1	4.00
Spokane	Truck Drivers	Other Trucks	\$34.35	\$19.12	2	48.28

County	Trade	Occupation	Wages	Fringe	Workers	Hours
Spokane	Laborers	Asphalt Raker	\$31.29	\$15.10	1	26.50
Spokane	Truck Drivers	Other Trucks	\$31.70	\$19.12	2	30.54
Spokane	Truck Drivers	Dump Truck & Trailer	\$31.37	\$19.12	13	187.89
Spokane	Laborers	Asphalt Raker	\$34.79	\$15.10	1	22.50
Spokane	Power Equipment Operators	Paving Machine (asphalt And Concrete)	\$34.79	\$20.20	2	62.50
Spokane	Power Equipment Operators	Rollerman (finishing Asphalt Pavement)	\$31.29	\$20.20	5	76.50
Spokane	Power Equipment Operators	Screed Operator	\$31.29	\$20.20	3	91.50
Spokane	Laborers	General Laborer	\$29.98	\$15.10	6	173.50
Spokane	Power Equipment Operators	Paving Machine (asphalt And Concrete)	\$31.29	\$20.20	1	13.50
Spokane	Laborers	General Laborer	\$30.44	\$15.10	1	8.50
Spokane	Truck Drivers	Other Trucks	\$34.35	\$20.03	4	68.36
Spokane	Laborers	General Laborer	\$29.98	\$35.30	1	3.50
Spokane	Power Equipment Operators	Rollerman (finishing Asphalt Pavement)	\$31.29	\$35.30	1	5.50
Spokane	Truck Drivers	Dump Truck & Trailer	\$31.37	\$20.28	1	5.00
Spokane	Truck Drivers	Other Trucks	\$31.70	\$20.03	2	21.96
Spokane	Truck Drivers	Dump Truck & Trailer	\$31.37	\$20.03	13	105.93
Spokane	Power Equipment Operators	Paving Machine (asphalt And Concrete)	\$31.29	\$20.95	1	12.00
Spokane	Laborers	Asphalt Raker	\$38.16	\$15.10	1	3.50
Spokane	Power Equipment Operators	Paving Machine (asphalt And Concrete)	\$34.79	\$20.95	3	28.00
Spokane	Power Equipment Operators	Rollerman (finishing Asphalt Pavement)	\$31.29	\$20.95	5	37.00
Spokane	Power Equipment Operators	Screed Operator	\$31.29	\$20.95	7	49.50
Spokane	Power Equipment Operators	Paving Machine (asphalt And Concrete)	\$39.95	\$20.95	1	1.00

Apprentice Wages

No apprentices have been selected for this affidavit

Public Notes

-- On 8/7/2023:--


Other trucks are low boys for hauling equipment

Public Works Projects

Awarding Agency: SPOKANE, CITY OF


Project: Riverside Ave - Monroe to Division

Project Overview

Project name Riverside Ave - Monroe to Division	Contract no. 2016120	Award Date 4-11-2022	Prime Contractor Name DW EXCAVATING INC
Job site Down town Spokane, WA on Riverside Ave - From Monroe to Division	Project cost \$4,730,394.10	Bid Date 4-4-2022	Phone number 509-904-1313
Description This project consists of the construction of approximately 19,000 square yards of 2-inch thick HMA pavement, 3,000 linear feet water line, 5,000 square yards of pavement repair, wheelchair ramp replacement, STA bus stop construction, sundry utility replacements and adjustments, and other related miscellaneous items.	Contract Type Bid-Build (Traditional)	WA UBI Number 603543995	Contractor License no. DWEXCEI856QB
	Awarding Agency Contact John Hogberg, 509-625-7722	Federally Funded Project No Change	
	Apprentice Utilization Required Yes		
	OMWBE Utilization Required Yes		
Notice of Completion Status Released			
Certificate of Release View Certificate 			

Project Structure

Affidavit 1219088

Close 

Document Received Date: 6-21-2023

Intent Id: [1232334](#)

Affidavit Id: 1219088

Affidavit Status: Approved on 6-30-2023

Contractor Details

Name

POWER CITY ELECTRIC INC

Address

E 3327 OLIVE AVE
SPOKANE, WA, 99202

WA UBI no.

601766181

Contractor Registration no.

POWERCE994BA

Industrial Insurance Account Id

59181908

Email Address

CSnyder@PowerCityElectric.com

Filed By

Snyder, Cindy

OMWBE Certifications as of 5-10-2022

No active certifications exist for this business.

Project Information

Awarding agency	SPOKANE, CITY OF 808 W SPOKANE FALLS BLVD SPOKANE, WA – 99201
Awarding agency contact	John Hogberg
Awarding Agency	509-625-7722
Project name	Riverside Ave – Monroe to Division
County where work was performed	Spokane
City where work was performed	Spokane
Project Site Address or Directions	Down town Spokane, WA on Riverside Ave – From Monroe to Division
Project Description	This project consists of the construction of approximately 19,000 square yards of 2-inch thick HMA pavement, 3,000 linear feet water line, 5,000 square yards of pavement repair, wheelchair ramp replacement, STA bus stop construction, sundry utility replacements and adjustments, and other related miscellaneous items.
Prime contractor name	DW EXCAVATING INC
Prime contractor registration no.	DWEXCEI856QB
Contract no.	2016120
Contract Type	Bid-Build (Traditional)
Is apprentice utilization required?	Yes
Is OMWBE utilization required?	Yes
Prime contractor phone number	509-904-1313
Prime contractor intent id	1225560
Hiring Contractor Name	DW EXCAVATING INC
Hiring Contractor License No.	DWEXCEI856QB
Hiring Contractor WA UBI Number	603543995
Original contract amount	\$403,637.02
Bid due date	4-4-2022
Contract award date	4-11-2022
Intent filed date	5-10-2022
Job start date	6-9-2022
Date work completed	1-20-2023

Project Completion

Did your company hire any subcontractors?	Yes
Did your company have employees perform work on this project?	Yes
Did you use any apprentices on this project?	Yes
Is the prime contract at a cost of over one million dollars (\$1,000,000)?	Yes

Company Owner Information

How many owner/operators performed work on the project that own 30% or more of the company? 0

No company owner added

Affidavit Subcontractor(s)

Company Name	UBI	License#
M & L CONSTRUCTION INC	601534512	MLCONI*063N9
CENTRAL PRE MIX CONC CO	601006854	CENTRPM311J8

Journey Level Wages

County	Trade	Occupation	Wages	Fringe	Workers	Hours
Spokane	Electricians – Inside	Journeyman	\$47.46	\$20.54	1	57.00
Spokane	Electricians – Inside	Journeyman	\$52.86	\$16.25	1	8.00
Spokane	Power Equipment Operators– Underground Sewer & Water	Backhoe (45,000 Gw & Under)	\$48.00	\$20.20	1	65.00
Spokane	Power Equipment Operators– Underground Sewer & Water	H.d. Mechanic	\$37.50	\$20.20	1	246.50
Spokane	Electricians – Inside	Journeyman	\$52.56	\$18.48	1	322.50
Spokane	Electricians – Inside	Journeyman	\$45.43	\$20.71	2	259.50
Spokane	Electricians – Inside	Journeyman	\$54.96	\$16.57	2	114.00
Spokane	Power Equipment Operators– Underground Sewer & Water	H.d. Mechanic	\$37.50	\$20.95	1	8.00
Spokane	Power Equipment Operators– Underground Sewer & Water	H.d. Mechanic	\$40.89	\$20.95	1	26.50
Spokane	Power Equipment Operators– Underground Sewer & Water	Backhoe (45,000 Gw & Under)	\$51.35	\$20.95	1	10.00

Apprentice Wages

Trade Name			County Name		Program/Occupation Name					
Electricians – Inside			Spokane		Inside Electricians					
Step	Begin Hour	End Hour	Name	Reg Id	Begin Hours	End Hours	State	Wage	Fringe	Hours
10	7401	8000	ZACHERLE, DYLAN	192253	6-13-2022	6-24-2022	WA	35.64	19.35	33.00
1	1	1000	CONDON, ROBERT	220954	6-27-2022	9-8-2022	WA	18.59	12.21	65.00
10	7401	8000	ZACHERLE, DYLAN	192253	6-29-2022	8-29-2022	WA	37.17	19.66	202.00
3	2001	3000	WEBB, JONATHON	181406	7-14-2022	8-24-2022	WA	22.72	12.36	57.50

Public Notes

-- On 6/21/2023:--


80050

Public Works Projects

Awarding Agency: SPOKANE, CITY OF


Project: Riverside Ave - Monroe to Division

Project Overview

Project name Riverside Ave - Monroe to Division	Contract no. 2016120	Award Date 4-11-2022	Prime Contractor Name DW EXCAVATING INC
Job site Down town Spokane, WA on Riverside Ave - From Monroe to Division	Project cost \$4,730,394.10	Bid Date 4-4-2022	Phone number 509-904-1313
Description This project consists of the construction of approximately 19,000 square yards of 2-inch thick HMA pavement, 3,000 linear feet water line, 5,000 square yards of pavement repair, wheelchair ramp replacement, STA bus stop construction, sundry utility replacements and adjustments, and other related miscellaneous items.	Contract Type Bid-Build (Traditional)	WA UBI Number 603543995	Contractor License no. DWEXCEI856QB
	Awarding Agency Contact John Hogberg, 509-625-7722	Federally Funded Project No Change	
	Apprentice Utilization Required Yes		
	OMWBE Utilization Required Yes		
Notice of Completion Status Released			
Certificate of Release View Certificate 			

Project Structure

Affidavit 1242292

Close 

Document Received Date: 9-18-2023

Intent Id: [1231132](#)

Affidavit Id: 1242292

Affidavit Status: Approved on 9-28-2023

Contractor Details

Name

ROAD PRODUCTS INC

Address

PO BOX 11072
SPOKANE, WA, 99211

WA UBI no.

601603787

Contractor Registration no.

ROADPI*053DT

Industrial Insurance Account Id

51869001

Email Address

araska@asphaltsupply.net

Filed By

Raska, Aubrielle

OMWBE Certifications as of 5-5-2022

No active certifications exist for this business.

Project Information

Awarding agency	SPOKANE, CITY OF 808 W SPOKANE FALLS BLVD SPOKANE, WA – 99201
Awarding agency contact	John Hogberg
Awarding Agency	509-625-7722
Project name	Riverside Ave – Monroe to Division
County where work was performed	Spokane
City where work was performed	Spokane
Project Site Address or Directions	Down town Spokane, WA on Riverside Ave – From Monroe to Division
Project Description	This project consists of the construction of approximately 19,000 square yards of 2-inch thick HMA pavement, 3,000 linear feet water line, 5,000 square yards of pavement repair, wheelchair ramp replacement, STA bus stop construction, sundry utility replacements and adjustments, and other related miscellaneous items.
Prime contractor name	DW EXCAVATING INC
Prime contractor registration no.	DWEXCEI856Q8
Contract no.	2016120
Contract Type	Bid-Build (Traditional)
Is apprentice utilization required?	Yes
Is OMWBE utilization required?	Yes
Prime contractor phone number	509-904-1313
Prime contractor intent id	1225560
Hiring Contractor Name	DW EXCAVATING INC
Hiring Contractor License No.	DWEXCEI856Q8
Hiring Contractor WA UBI Number	603543995
Original contract amount	\$285,000.00
Bid due date	4-4-2022
Contract award date	4-11-2022
Intent filed date	5-5-2022
Job start date	8-3-2022
Date work completed	5-12-2023

Project Completion

Did your company hire any subcontractors?	No
Did your company have employees perform work on this project?	Yes
Did you use any apprentices on this project?	No
Is the prime contract at a cost of over one million dollars (\$1,000,000)?	Yes

Company Owner Information

How many owner/operators performed work on the project that own 30% or more of the company? 0

No company owner added

Affidavit Subcontractor(s)

No subcontractors are selected for this affidavit

Journey Level Wages

County	Trade	Occupation	Wages	Fringe	Workers	Hours
Spokane	Traffic Control Strippers	Journey Level	\$50.51	\$0.00	11	429.61
Spokane	Traffic Control Strippers	Journey Level	\$46.01	\$4.50	10	309.19

County	Trade	Occupation	Wages	Fringe	Workers	Hours
Spokane	Laborers	Nozzleman	\$40.08	\$4.50	1	6.68
Spokane	Laborers	Pot Tender	\$44.31	\$0.00	2	12.34
Spokane	Laborers	General Laborer	\$39.54	\$4.50	7	255.26
Spokane	Laborers	General Laborer	\$44.04	\$0.00	8	111.65
Spokane	Power Equipment Operators	Power Broom	\$45.78	\$4.50	1	14.27
Spokane	Power Equipment Operators	Posthole Auger Or Punch	\$50.89	\$0.00	1	4.73
Spokane	Traffic Control Stripers	Journey Level	\$50.51	\$0.00	1	30.00
Spokane	Traffic Control Stripers	Journey Level	\$44.87	\$5.64	1	8.44
Spokane	Traffic Control Stripers	Journey Level	\$47.88	\$2.63	1	9.10
Spokane	Traffic Control Stripers	Journey Level	\$48.11	\$2.40	1	7.77
Spokane	Traffic Control Stripers	Journey Level	\$49.51	\$1.00	2	24.81
Spokane	Laborers	General Laborer	\$43.04	\$1.00	1	3.67

Apprentice Wages

No apprentices have been selected for this affidavit

Public Notes


There are no public notes.

Public Works Projects

Awarding Agency: SPOKANE, CITY OF


Project: Riverside Ave - Monroe to Division

Project Overview

Project name Riverside Ave - Monroe to Division	Contract no. 2016120	Award Date 4-11-2022	Prime Contractor Name DW EXCAVATING INC
Job site Down town Spokane, WA on Riverside Ave - From Monroe to Division	Project cost \$4,730,394.10	Bid Date 4-4-2022	Phone number 509-904-1313
Description This project consists of the construction of approximately 19,000 square yards of 2-inch thick HMA pavement, 3,000 linear feet water line, 5,000 square yards of pavement repair, wheelchair ramp replacement, STA bus stop construction, sundry utility replacements and adjustments, and other related miscellaneous items.	Contract Type Bid-Build (Traditional)	WA UBI Number 603543995	Contractor License no. DWEXCEI856QB
	Awarding Agency Contact John Hogberg, 509-625-7722	Federally Funded Project No Change	
	Apprentice Utilization Required Yes		
	OMWBE Utilization Required Yes		
Notice of Completion Status Released			
Certificate of Release View Certificate 			

Project structure

Affidavit 1242279

Close 

Document Received Date: 9-18-2023

Intent Id: [1236051](#)

Afdavit Id: 1242279

Affidavit Status: Approved on 9-28-2023

Contractor Details

Name

Spokane Traffic Control Inc

Address

37428 n valley rd
CHATTAROY, WA, 99003

WA UBI no.

602864204

Contractor Registration no.

SPOKATC923PA

Industrial Insurance Account Id

15416101

Email Address

tammy@spokanetrfficcontrol.com

Filed By

Beggs, Tammy

OMWBE Certifications as of 5-24-2022

Disadvantaged Business Enterprise (DBE)
Women Business Enterprise (WBE)

Project Information

Awarding agency	SPOKANE, CITY OF 808 W SPOKANE FALLS BLVD SPOKANE, WA – 99201
Awarding agency contact	John Hogberg
Awarding Agency	509-625-7722
Project name	Riverside Ave – Monroe to Division
County where work was performed	Spokane
City where work was performed	Spokane
Project Site Address or Directions	Down town Spokane, WA on Riverside Ave – From Monroe to Division
Project Description	This project consists of the construction of approximately 19,000 square yards of 2-inch thick HMA pavement, 3,000 linear feet water line, 5,000 square yards of pavement repair, wheelchair ramp replacement, STA bus stop construction, sundry utility replacements and adjustments, and other related miscellaneous items.
Prime contractor name	DW EXCAVATING INC
Prime contractor registration no.	DWEXCEI856QB
Contract no.	2016120
Contract Type	Bid-Build (Traditional)
Is apprentice utilization required?	Yes
Is OMWBE utilization required?	Yes
Prime contractor phone number	509-904-1313
Prime contractor intent id	1225560
Hiring Contractor Name	DW EXCAVATING INC
Hiring Contractor License No.	DWEXCEI856QB
Hiring Contractor WA UBI Number	603543995
Original contract amount	\$236,285.75
Bid due date	4-4-2022
Contract award date	4-11-2022
Intent filed date	5-24-2022
Job start date	6-12-2022
Date work completed	5-21-2023

Project Completion

Did your company hire any subcontractors?	No
Did your company have employees perform work on this project?	Yes
Did you use any apprentices on this project?	Yes
Is the prime contract at a cost of over one million dollars (\$1,000,000)?	Yes

Company Owner Information

How many owner/operators performed work on the project that own 30% or more of the company?	1
Beggs, Tammy	Flaggers

Affidavit Subcontractor(s)

No subcontractors are selected for this affidavit

Journey Level Wages

County	Trade	Occupation	Wages	Fringe	Workers	Hours
Spokane	Flaggers	Journey Level	\$28.34	\$15.20	6	1249.00
Spokane	Flaggers	Journey Level	\$35.00	\$15.20	1	1.50

County	Trade	Occupation	Wages	Fringe	Workers	Hours
Spokane	Flaggers	Journey Level	\$27.34	\$15.20	2	7.00
Spokane	Flaggers	Journey Level	\$28.24	\$15.20	1	19.00
Spokane	Flaggers	Journey Level	\$33.00	\$15.20	1	6.00
Spokane	Flaggers	Journey Level	\$37.00	\$15.20	1	9.00
Spokane	Flaggers	Journey Level	\$38.00	\$15.20	1	2.00
Spokane	Flaggers	Journey Level	\$39.00	\$15.20	1	6.00
Spokane	Flaggers	Journey Level	\$29.68	\$15.20	1	2.00

Apprentice Wages

Trade Name			County Name		Program/Occupation Name					
Flaggers			Spokane		Laborer (Flagger)/Eastern WA Spokane Area					
Step	Begin Hour	End Hour	Name	Reg Id	Begin Hours	End Hours	State	Wage	Fringe	Hours
4	3001	4000	Spicer, James	191969	6-21-2022	5-9-2023	WA	26.50	15.20	14.50
2	1001	2000	Cude, Ryan	220849	4-12-2023	4-14-2023	WA	22.69	15.20	16.00


Public Notes

There are no public notes.



AGC Apprenticeship Center
Carpenters, Heavy Equipment Operators, & Laborers

November 15, 2023



DW Excavating, Inc.
PO Box 1089
Davenport, WA 99122

RE: City of Spokane
OPR 2022-0246
Apprentice Utilization Ordinance

To whom it may concern,

This letter is to confirm that DW Excavating, Inc. is a member in good standing with the Inland Northwest Chapter of the Associated General Contractors. DW Excavating, Inc. is also a Registered Training Agent with the Inland Northwest Associated General Contractors Heavy Equipment Operator Apprenticeship Program. The apprenticeship program has Washington State Approved Standards of Apprenticeship. The work scope of Truck Driver is included in the Standards. DW Excavating, Inc. contacted the AGC Apprenticeship several times through-out this project requesting apprentices and no one available for dispatch.

DW Excavating, Inc. has developed a great working relationship with the program and consistently requests apprentices to fill available apprenticeship openings for their projects or when looking for new hires.

If you need additional information, please contact the apprenticeship office.

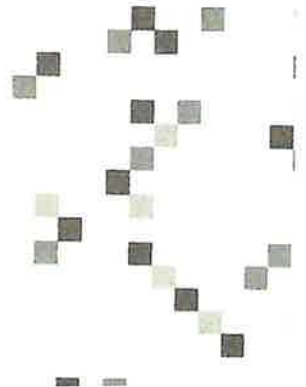
Best regards,



Mike Ankney
Director



Office: 509.534.0502
Fax: 509.534.0503
PO Box 11901
Spokane Valley, WA 99211
www.nwagcapprenticeship.org



Contract Number OPR 2022-0532
 General Contractor Shamrock Paving
 Project Name 2022 Residential Chip Seal
 Contract Amount \$769,769.00
 Bid Date 7/11/2022
 Award Date 7/19/2022
 Notice to Proceed



City of Spokane
 901 N. Nelson Street
 Spokane, WA 99202

Jason Sandobal, C.C.A
 Program Professional
 jsandobal@spokanecity.org
 509-625-6031

Intent	GC*/Sub Contractors	Contract Amount
1264066	ACTION MATERIALS INC	\$3,177.50
1265439	CENTRAL WASHINGTON ASPHALT INC	\$230,201.81
1263619	NORTH STAR ENTERPRISES INC	\$2,885.00
1254460	*SHAMROCK PAVING INC	\$769,769.00
1259793	SHAMROCK TRAFFIC INC	\$159,804.00
1263902	Simpson Engineers, Inc.	\$9,250.00

GC: *BOLD
 Qualifying Sub: Italics

General Contractor	Trade	Journeyman Hours	Apprentice Hours	Incentive Hours	Total Apprentice Hours	AUR Percentage	Notes
Shamrock Paving	Laborer	168.0	69.0	0.0	69.0	29.1%	
	Truck Driver	233.5	18.0	0.0	18.0	7.2%	
	Power Equipment Operator	367.5	0.0	0.0	0.0	0.0%	
Subcontractor	Trade	JH	AH	IH	TAH	AUR%	Notes
Central Premix	Power Equipment Operator	178.5	69.5		69.5	28.0%	
	Truck Driver	71.75					<160 Hours
Subcontractor	Trade	JH	AH	IH	TAH	AUR%	Notes
Shamrock Traffic	Laborer	779.5	53.5	119.5	185.0	19.4%	
	Flagger	646.5	0	0	0.0	0.0%	
	Power Equipment Operator	59.5					<160 Hours

FINES

Contractor/Sub	Trade	Number of Apprentice Hours	Min. Required Apprentice Hours	Difference	Highest Paid Craft Rate	Penalty Amount	Notes
Shamrock Paving	Truck Driver	18.0	35.0	17.0	\$51.03	\$260.27	1st Violation at 30% (15.31/HR)
	Power Equipment Operator	0.0	55.0	55.0	\$57.49	\$948.75	1st Violation at 30% (17.25/HR)
Shamrock Traffic	Flagger	0	97	97	\$42.54	\$1,237.72	1st Violation at 30% (12.76/HR)

Project Reviewed by: Jason Sandobal Date: 9/18/2023

Distribution

Engineering	Marlenen Feist	mfeist@spokanecity.org
Project Manager	John Hogberg	jhogberg@spokanecity.org
Compliance	Jason Sandobal	jsandobal@spokanecity.org
Contractor	Shamrock Paving	julie@shamrockpaving.org
Contractor	Central WA Premix	tracy@cwainc.us
Contractor	Shamrock Traffic	julie@shamrockpaving.org
Contractor		
Misc		

Public Works Projects

Awarding Agency: SPOKANE, CITY OF

Project: 2022 Residential Chip Seal

Project Utilization

Apprentice utilization is required on this project.

Apprentice Utilization

Certified Payroll Reports provide *real-time data* during the project. **Affidavits** provide *final utilization data* once all forms have been filed.

Note: For *real-time data*, all contractors on the project must file their certified payroll reports on a weekly basis using L&I's online system.

[Learn more about the apprentice utilization requirement.](#)

Based On Certified Payroll Reports:

Journey Level Hours	2,568.5
Apprentice Hours	329.5
Apprentice Utilization Percentage	11.37%

Based On Affidavits:

Journey Level Hours	2,568.5
Apprentice Hours	329.5
Apprentice Utilization Percentage	11.37%

Reports:

- [Project Apprentice Utilization By Contractor](#)
- [Project Apprentice Utilization By Trade](#)

Minority, Women, & Disadvantaged Business Utilization

OMWBE utilization is not required on this project.



Apprentice Utilization by Contractor

Date of Report: 3/12/2024 9:48 AM
 Project Name: 2022 Residential Chip Seal
 Awarding Agency: SPOKANE, CITY OF
 Prime Contractor: SHAMROCK PAVING INC
 Good Faith Effort Approved?: No
 Contract #: 2022043
 Contract Amount: \$769,769.00
 Contract Award Date: 7/19/2022

Data from certified payroll is only available if the business filed their weekly reports using L&I's system.
 Utilization percentages are based on the labor hours performed by workers on the project that were reported to L&I per RCW 39.04.310.

Business Name	UBI	Contract Amount	Date of Last Certified Payroll	Certified Payroll				Affidavit					
				Apprentice %	Apprentice Hours	Journey Level Hours	Total Hours	Apprentice %	Apprentice Hours	Journey Level Hours	Total Hours	Apprentice Wages	Journey Level Wages
ACTION MATERIALS INC	602478373	\$3,177.50	12/11/2022	0.00%	19.75	19.75	19.75	0.00%	19.75	19.75	\$989.87	\$989.87	\$989.87
CENTRAL WASHINGTON ASPHALT INC	600452097	\$230,201.81	10/01/2022	21.74%	69.50	250.25	319.75	21.74%	69.50	250.25	\$3,649.71	\$12,867.43	\$16,217.14
NORTH STAR ENTERPRISES INC	601184289	\$2,885.00	09/10/2022	0.00%	20.50	20.50	20.50	0.00%	20.50	20.50	\$1,030.74	\$1,030.74	\$1,030.74
SHAMROCK PAVING INC	328031141	\$769,769.00	11/26/2022	10.16%	87.00	769.00	856.00	10.16%	87.00	769.00	\$3,874.56	\$38,593.23	\$42,467.79
SHAMROCK TRAFFIC INC	604342956	\$159,804.00	11/26/2022	10.43%	173.00	1,485.50	1,658.50	10.43%	173.00	1,485.50	\$6,628.41	\$64,839.70	\$71,468.11
Simpson Engineers, Inc.	600100826	\$9,250.00	09/10/2022	0.00%	23.50	23.50	23.50	0.00%	23.50	23.50	\$813.82	\$813.82	\$813.82
TOTAL BUSINESSES:	6	\$1,175,087.31		11.37%	329.50	2,568.50	2,898.00	11.37%	329.50	2,568.50	\$14,052.67	\$118,734.79	\$132,787.46

Apprentice Utilization by Trade

Date of Report: 3/12/2024 9:50 AM
 Project Name: 2022 Residential Chip Seal
 Awarding Agency: SPOKANE, CITY OF
 Prime Contractor: SHAMROCK PAVING INC

Good Faith Effort Approved?: No
 Contract #: 2022043
 Contract Amount: \$789,769.00
 Contract Award Date: 7/19/2022

Data from certified payroll is only available if the business filed their weekly reports using L&I's system.

Utilization percentages are based on the labor hours performed by workers on the project that were reported to L&I per [RCW 39.04.310](#).

Trade	Apprentice %	Apprentice Hours	Journey Level Hours	Total Hours	Certified Payroll						Apprentice %	Apprentice Hours	Journey Level Hours	Total Hours	Affidavit		
					Female %	Female Hours	Minority %	Minority Hours	Veteran %	Veteran Hours					Apprentice Wages	Journey Level Wages	Total Wages
Flaggers	0.00%	646.50	646.50	646.50	61.33%	396.50	100.00%	646.50	0.00%	0.00	0.00%	0.00	646.50	\$0.00	\$27,502.11	\$27,502.11	
Laborers	20.34%	242.00	947.50	1,189.50	34.05%	405.00	90.08%	952.50	0.00%	0.00	20.34%	242.00	947.50	\$9,690.63	\$42,023.69	\$51,714.31	
Power Equipment Operators	9.99%	69.50	626.00	695.50	8.48%	59.00	18.48%	128.50	0.00%	0.00	9.99%	69.50	626.00	\$3,549.71	\$32,015.93	\$35,565.63	
Surveyors	0.00%	23.50	23.50	23.50	0.00%	0.00	0.00%	0.00	0.00%	0.00	0.00%	0.00	23.50	\$0.00	\$613.82	\$613.82	
Truck Drivers	5.25%	18.00	325.00	343.00	0.00%	0.00	12.17%	41.75	2.19%	7.50	5.25%	18.00	325.00	\$812.34	\$16,579.25	\$17,391.59	
	11.37%	329.50	2,568.50	2,898.00	29.69%	860.50	61.05%	1,769.25	0.26%	7.50	11.37%	329.50	2,568.50	\$14,052.67	\$118,734.79	\$132,787.46	

Public Works Projects

Awarding Agency: SPOKANE, CITY OF


Project: 2022 Residential Chip Seal

Project Overview

Project name 2022 Residential Chip Seal	Contract no. 2022043	Award Date 7-19-2022	Prime Contractor Name SHAMROCK PAVING INC
Job site Napa St Et Al, and 42nd Ave Et Al	Project cost \$769,769.00	Bid Date 7-11-2022	Phone number 509-244-2800
Description HMA Patching, Crack Sealing and Chip Seal	Contract Type Bid-Build (Traditional)	WA UBI Number 328031141	Contractor License no. SHAMRPC099LM
Notice of Completion Status Released	Awarding Agency Contact John Jogberg, 509-625-7722	Federally Funded Project No Change	
Certificate of Release View Certificate 	Apprentice Utilization Required Yes		
	OMWBE Utilization Required No Change		

Project Structure 

Affidavit 1167459

Close 

Document Received Date: 12-7-2022

Intent Id: [1254460](#)

Afidavit Id: 1167459

Affidavit Status: Approved on 12-28-2022

Contractor Details (Prime Contractor)

Name	SHAMROCK PAVING INC
Address	PO BOX 19263 SPOKANE, WA, 99219
WA UBI no.	328031141
Contractor Registration no.	SHAMRPC099LM
Industrial Insurance Account Id	23122300
Email Address	julie@shamrockpaving.us
Filed By	McKenna, Julie
OMWBE Certifications as of 8-2-2022	No active certifications exist for this business.

Project Information

Awarding agency	SPOKANE, CITY OF 808 W SPOKANE FALLS BLVD SPOKANE, WA - 99201
Awarding agency contact	John Jogberg
Awarding Agency	509-625-7722

Project name	2022 Residential Chip Seal
County where work was performed	Spokane
City where work was performed	Spokane
Project Site Address or Directions	Napa St Et Al, and 42nd Ave Et Al
Project Description	HMA Patching, Crack Sealing and Chip Seal
Prime contractor name	SHAMROCK PAVING INC
Prime contractor registration no.	SHAMRPC099LM
Contract no.	2022043
Contract Type	Bid-Build (Traditional)
Is apprentice utilization required?	Yes
Is OMWBE utilization required?	No
Prime contractor phone number	509-244-2800
Prime contractor intent id	1254460
Original contract amount	\$769,769.00
Bid due date	7-11-2022
Contract award date	7-19-2022
Intent filed date	8-2-2022
Job start date	8-8-2022
Date work completed	9-2-2022

Project Completion

Did your company hire any subcontractors?	Yes
Did your company have employees perform work on this project?	Yes
Did you use any apprentices on this project?	Yes
Is the prime contract at a cost of over one million dollars (\$1,000,000)?	No

Company Owner Information

How many owner/operators performed work on the project that own 30% or more of the company?	0
No company owner added	

Affidavit Subcontractor(s)

Company Name	UBI	License#
Simpson Engineers, Inc.	600100826	
SHAMROCK TRAFFIC INC	604342956	SHAMRT1811CN
NORTH STAR ENTERPRISES INC	601184289	NORTHSE094D5
CENTRAL WASHINGTON ASPHALT INC	600452097	CENTRWA181PG
ACTION MATERIALS INC	602478373	ACTIOMI906D4

Journey Level Wages

County	Trade	Occupation	Wages	Fringe	Workers	Hours
Spokane	Laborers	Grade Checker	\$31.97	\$15.20	1	66.50
Spokane	Truck Drivers	Dump Truck	\$31.00	\$20.03	1	68.50
Spokane	Laborers	General Laborer	\$29.44	\$15.20	2	83.00
Spokane	Power Equipment Operators	Screed Operator	\$31.29	\$20.20	5	226.00
Spokane	Truck Drivers	Other Trucks	\$31.37	\$20.03	1	29.00
Spokane	Truck Drivers	Dump Truck & Trailer	\$31.37	\$20.03	7	135.50
Spokane	Laborers	Asphalt Raker	\$29.98	\$15.20	1	18.50

County	Trade	Occupation	Wages	Fringe	Workers	Hours
Spokane	Power Equipment Operators	Rollerman (finishing Asphalt Pavement)	\$31.29	\$20.20	3	53.50
Spokane	Power Equipment Operators	Blade (finish & Bluetop), Automatic, Cmi, Abc, Finish Athey & Huber & Similar When Used As Automatic	\$31.56	\$20.20	2	60.50
Spokane	Power Equipment Operators	Loader Operator (front-end & Overhead, 4 Yds. Incl. 8 Yds.)	\$31.29	\$20.20	1	11.00
Spokane	Truck Drivers	Dump Truck & Trailer	\$31.37	\$20.04	1	0.50
Spokane	Power Equipment Operators	Paving Machine (asphalt And Concrete)	\$31.29	\$20.20	1	16.50

Apprentice Wages

Trade Name			County Name		Program/Occupation Name					
Laborers			Spokane		Laborer/Eastern WA Spokane Area					
Step	Begin Hour	End Hour	Name	Reg Id	Begin Hours	End Hours	State	Wage	Fringe	Hours
5	4001	5000	REINHARDT, DONALD	187437	8-8-2022	8-16-2022	WA	29.18	15.20	69.00

Trade Name			County Name		Program/Occupation Name					
Truck Drivers			Spokane		E. WA-690(Schedule A-1, Group 5)					
Step	Begin Hour	End Hour	Name	Reg Id	Begin Hours	End Hours	State	Wage	Fringe	Hours
2	1001	2000	KLINGER, JUSTIN	219804	8-16-2022	8-17-2022	WA	25.10	20.03	18.00

Public Notes

-- On 12/7/2022:--


other trucks = lowboy under 50 tons

Public Works Projects

Awarding Agency: SPOKANE, CITY OF


Project: 2022 Residential Chip Seal

Project Overview

Project name 2022 Residential Chip Seal	Contract no. 2022043	Award Date 7-19-2022	Prime Contractor Name SHAMROCK PAVING INC
Job site Napa St Et Al, and 42nd Ave Et Al	Project cost \$769,769.00	Bid Date 7-11-2022	Phone number 509-244-2800
Description HMA Patching, Crack Sealing and Chip Seal	Contract Type Bid-Build (Traditional)	WA UBI Number 328031141	Contractor License no. SHAMRPC09LM
Notice of Completion Status Released	Awarding Agency Contact John Jogberg, 509-625-7722	Federally Funded Project No Change	
Certificate of Release View Certificate 	Apprentice Utilization Required Yes		
	OMWBE Utilization Required No Change		

Project Structure 

Affidavit 1169121

Close 

Document Received Date: 12-13-2022

Intent Id: [1259793](#)

Affidavit Id: 1169121

Affidavit Status: Approved on 1-4-2023

Contractor Details

Name	SHAMROCK TRAFFIC INC
Address	PO BOX 19281 SPOKANE, WA, 99224
WA UBI no.	604342956
Contractor Registration no.	SHAMRTI811CN
Industrial Insurance Account Id	23122303
Email Address	julie@shamrockpaving.us
Filed By	McKenna, Julie
OMWBE Certifications as of 8-19-2022	No active certifications exist for this business.

Project Information

Awarding agency	SPOKANE, CITY OF 808 W SPOKANE FALLS BLVD SPOKANE, WA - 99201
Awarding agency contact	John Jogberg
Awarding Agency	509-625-7722

Project name	2022 Residential Chip Seal
County where work was performed	Spokane
City where work was performed	Spokane
Project Site Address or Directions	Napa St Et Al, and 42nd Ave Et Al
Project Description	HMA Patching, Crack Sealing and Chip Seal
Prime contractor name	SHAMROCK PAVING INC
Prime contractor registration no.	SHAMRPC099LM
Contract no.	2022043
Contract Type	Bid-Build (Traditional)
Is apprentice utilization required?	Yes
Is OMWBE utilization required?	No
Prime contractor phone number	509-244-2800
Prime contractor intent id	1254460
Hiring Contractor Name	SHAMROCK PAVING INC
Hiring Contractor License No.	SHAMRPC099LM
Hiring Contractor WA UBI Number	328031141
Original contract amount	\$159,804.00
Bid due date	7-11-2022
Contract award date	7-19-2022
Intent filed date	8-19-2022
Job start date	8-2-2022
Date work completed	10-14-2022

Project Completion

Did your company hire any subcontractors?	No
Did your company have employees perform work on this project?	Yes
Did you use any apprentices on this project?	Yes
Is the prime contract at a cost of over one million dollars (\$1,000,000)?	No

Company Owner Information

How many owner/operators performed work on the project that own 30% or more of the company? 0
 No company owner added

Affidavit Subcontractor(s)

No subcontractors are selected for this affidavit

Journey Level Wages

County	Trade	Occupation	Wages	Fringe	Workers	Hours
Spokane	Laborers	Traffic Control Supervisor	\$28.34	\$15.20	4	241.00
Spokane	Laborers	General Laborer	\$29.44	\$15.20	13	450.00
Spokane	Laborers	Traffic Control Laborer	\$27.34	\$15.20	7	88.50
Spokane	Flaggers	Journey Level	\$27.34	\$15.20	14	646.50
Spokane	Power Equipment Operators	Power Broom	\$35.08	\$15.20	2	59.50

Apprentice Wages

Trade Name	County Name	Program/Occupation Name
Laborers	Spokane	Laborer/Eastern WA Spokane Area

Step	Begin Hour	End Hour	Name	Reg Id	Begin Hours	End Hours	State	Wage	Fringe	Hours
3	2001	3000	SMITH, SHAWN	220247	8-8-2022	8-18-2022	WA	25.94	15.20	53.50
2	1001	2000	WHITEHEAD, DENISHA	215739	8-10-2022	9-15-2022	WA	22.69	15.20	88.50
1	1	1000	RAMOS, ANDREW	221136	8-30-2022	8-31-2022	WA	19.45	15.20	22.50
1	1	1000	RUIZ, JULIO	221003	9-20-2022	9-20-2022	WA	19.45	15.20	8.50

Public Notes


There are no public notes.

Public Works Projects

Awarding Agency: SPOKANE, CITY OF


Project: 2022 Residential Chip Seal

Project Overview

Project name 2022 Residential Chip Seal	Contract no. 2022043	Award Date 7-19-2022	Prime Contractor Name SHAMROCK PAVING INC
Job site Napa St Et Al, and 42nd Ave Et Al	Project cost \$769,769.00	Bid Date 7-11-2022	Phone number 509-244-2800
Description HMA Patching, Crack Sealing and Chip Seal	Contract Type Bid-Build (Traditional)	WA UBI Number 328031141	Contractor License no. SHAMRPC09LM
Notice of Completion Status Released	Awarding Agency Contact John Jogberg, 509-625-7722	Federally Funded Project No Change	
Certificate of Release View Certificate 	Apprentice Utilization Required Yes		
	OMWBE Utilization Required No Change		

Project Structure 

Affidavit 1148440

Close 

Document Received Date: 10-3-2022

Intent Id: [1265439](#)

Afidavit Id: 1148440

Affidavit Status: Approved on 10-21-2022

Contractor Details

Name	CENTRAL WASHINGTON ASPHALT INC
Address	PO BOX 939 MOSES LAKE, WA, 98837
WA UBI no.	600452097
Contractor Registration no.	CENTRWA181PG
Industrial Insurance Account Id	22911200
Email Address	tracy@cwainc.us
Filed By	Gunn, Frances
OMWBE Certifications as of 9-9-2022	No active certifications exist for this business.

Project Information

Awarding agency	SPOKANE, CITY OF 808 W SPOKANE FALLS BLVD SPOKANE, WA - 99201
Awarding agency contact	John Jogberg
Awarding Agency	509-625-7722

Project name	2022 Residential Chip Seal
County where work was performed	Spokane
City where work was performed	Spokane
Project Site Address or Directions	Napa St Et Al, and 42nd Ave Et Al
Project Description	HMA Patching, Crack Sealing and Chip Seal
Prime contractor name	SHAMROCK PAVING INC
Prime contractor registration no.	SHAMRPC099LM
Contract no.	2022043
Contract Type	Bid-Build (Traditional)
Is apprentice utilization required?	Yes
Is OMWBE utilization required?	No
Prime contractor phone number	509-244-2800
Prime contractor intent id	1254460
Hiring Contractor Name	SHAMROCK PAVING INC
Hiring Contractor License No.	SHAMRPC099LM
Hiring Contractor WA UBI Number	328031141
Original contract amount	\$230,201.81
Bid due date	7-11-2022
Contract award date	7-19-2022
Intent filed date	9-9-2022
Job start date	9-1-2022
Date work completed	9-7-2022

Project Completion

Did your company hire any subcontractors?	No
Did your company have employees perform work on this project?	Yes
Did you use any apprentices on this project?	Yes
Is the prime contract at a cost of over one million dollars (\$1,000,000)?	No

Company Owner Information

How many owner/operators performed work on the project that own 30% or more of the company? 0
 No company owner added

Affidavit Subcontractor(s)

No subcontractors are selected for this affidavit

Journey Level Wages

County	Trade	Occupation	Wages	Fringe	Workers	Hours
Spokane	Power Equipment Operators	Crane Oiler- Driver (cdl Required) & Cable Tender, Mucking Machine	\$40.01	\$10.00	1	21.00
Spokane	Power Equipment Operators	Rollerman (finishing Asphalt Pavement)	\$41.19	\$10.30	3	70.50
Spokane	Truck Drivers	Other Trucks	\$40.01	\$10.00	1	20.50
Spokane	Truck Drivers	Dump Truck & Trailer	\$40.39	\$10.10	3	51.25
Spokane	Power Equipment Operators	Power Broom	\$40.22	\$10.06	3	87.00

Apprentice Wages

Trade Name	County Name	Program/Occupation Name
Power Equipment Operators	Spokane	Construction Equipment Operator

Step	Begin Hour	End Hour	Name	Reg Id	Begin Hours	End Hours	State	Wage	Fringe	Hours
6	5001	8000	VELA, ANTHONY	185133	9-1-2022	9-2-2022	WA	41.19	10.30	24.00
6	5001	8000	STROUD, CHRISTOPHER	187893	9-1-2022	9-2-2022	WA	41.19	10.30	24.00
2	1001	2000	HAWKINS, CHANCE	209763	9-7-2022	9-7-2022	WA	40.01	10.00	10.50
4	3001	4000	FRAZIER, NELSON	202465	9-7-2022	9-7-2022	WA	40.22	10.06	11.00

Public Notes

-- On 10/3/2022:--

Other trucks consist of a 0-8000 gallon water truck used for water distribution to help with compaction before paving or chip sealing operations

Committee Briefing Paper

Finance & Administration Committee

Committee Date	04/22/2024
Submitting Department	NHHS
Contact Name	Dawn Kinder
Contact Email & Phone	dkinder@spokanecity.org / 625-6443
Council Sponsor(s)	Betsy Wilkerson Michael Cathcart
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	Approval of Loan Documents for Hifumi En Apartment Project
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>More than one year ago the City Council approved a slate of affordable housing projects funded by 1590 revenues as well as other funding sources, with a general instruction allowing drafting and execution of documents necessary to fulfill the proposals. The approval was provided on a voice vote on the consent agenda without actual project documents included. Upon the recommendation of the legal department, Council is asked to review and approve the relevant loan documents for the Hifumi En Apartments, which commits the amount of \$2,581,320 in 1590 funds. The project was described as follows in March 2023:</p> <p style="text-align: center;">“Sales and Tax Use Revenue Funding, \$2,581,320.00, Spokane Housing Authority, Hifumi En Apartments. Housing for elderly and disabled households. The project consists of demolishing the current 41-unit apartment complex built in 1972 and replacing it with an 86-unit new construction apartment complex at the same location. Award to meet remaining gap funding need. This is Spokane County's one Metro Pool 9% LITC project for 2022.”</p> <p>Loan documents are included in the package. If approved by the Finance Committee the item may appear on the council consent agenda for April 22, assuming a rules suspension to allow to be considered before April 29.</p>
Fiscal Impact Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: \$2,581,320 Current year cost: \$2,581,320 Subsequent year(s) cost: None known	
Narrative: Allocation of 1590 Funds for affordable housing Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Taxes Is this funding source sustainable for future years, months, etc? Yes	
Expense Occurrence <input 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?
1590 Funds are allocated to provide affordable housing, which is lacking in historically marginalized 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?

Unknown at this time

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

Unknown at this time

- 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 Hifumi En Apartment project aligns with current city efforts to increase the inventory of affordable housing in Spokane

Council Subcommittee Review

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

By Spokane Municipal Code use of 1590 Funds under SMC 08.07 is to be approved by the Housing Action Subcommittee. The HAS was only recently populated formally by council resolution. The proposed contract approval for the Hifumi En loan documents enables construction to begin on the project.

**LOAN AGREEMENT
(HIFUMI EN LLLP)**

THIS LOAN AGREEMENT (“Agreement”) is entered into as of May [___], 2024 by and between the CITY OF SPOKANE, WASHINGTON, a political subdivision of the State of Washington (“Lender”), and HIFUMI EN LLLP, a Washington limited liability limited partnership (“Borrower”). Lender hereby agrees to make a loan (the “Loan”) to Borrower in the maximum aggregate principal amount of TWO MILLION FIVE HUNDRED EIGHTY-ONE THOUSAND THREE HUNDRED TWENTY AND 00/100 DOLLARS (\$2,581,320.00) for the purposes and subject to the terms and conditions set forth below. In consideration of the mutual covenants contained herein, Borrower and Lender agree as follows:

1. Loan Proceeds. The proceeds of the Loan shall be used by the Borrower to finance a portion of the construction and/or rehabilitation of a three-story, 88-unit affordable housing project to be built at 926 E 8th Avenue, Spokane, Washington, to be known as the Hifumi En Apartments (the “Project”).

2. Loan Documentation and Security. The Loan shall be evidenced by a promissory note from Borrower to Lender in the amount of \$2,581,320.00 (the “Note”). Repayment of the Note shall be secured by a subordinate leasehold deed of trust, assignment of leases and rents, security agreement and fixture filing (the “Deed of Trust”) on the property legally described on attached Exhibit A (the “Real Estate Collateral”) in form acceptable to Lender. See attached Exhibit B for Uses of Funds. Borrower shall provide Lender at closing, at Borrower’s expense, with an ALTA extended coverage mortgagee’s title insurance policy insuring the Deed of Trust as a valid financial lien against the Real Estate Collateral, subject only to such exceptions as are allowed by Lender and containing such endorsements as required by Lender in its discretion (the “Title Policy”). Borrower shall also execute and deliver to Lender a Certificate and Indemnity Agreement Regarding Hazardous Substances with respect to the Real Estate Collateral (the “Indemnity Agreement”) in such form as Lender may require. The Note, this Agreement, and all other documents which evidence, secure, or relate to the Loan are hereinafter referred to collectively as the “Loan Documents.”

3. Disbursement and Use of Loan Proceeds. The loan proceeds shall be disbursed and used as follows:

3.1 Initial Disbursement. If applicable, the initial disbursement of loan proceeds shall be made at closing and only upon satisfaction of all conditions to such disbursement set forth herein; shall be as approved by the Lender in the final HUD-1 Settlement Statement. Such initial disbursement shall include, at a minimum, payment of the Lender’s outside counsel legal expenses and all closing costs related to the Loan closing, unless such costs are to be paid by other sources.

3.2 Subsequent Disbursements. All subsequent disbursements covering eligible and allocable Project costs shall be reimbursable on a pro rata basis, as determined by

dividing the total development costs by the amount of the Loan or as otherwise determined by the Lender in its sole discretion.

4. Conditions to Disbursements.

4.1 Conditions to Initial Disbursement. Lender shall make the initial disbursement to Borrower only upon satisfaction of the following conditions:

(a) Borrower shall have complied with all terms and conditions of Lender's loan commitment to Borrower dated on or about the date hereof (the "Commitment Letter"), regardless of whether specified herein.

(b) Borrower shall have executed and delivered all documents required hereunder to evidence and secure the Loan;

(c) The title insurer insuring the lien of the Deed of Trust shall be irrevocably committed to issue to Lender the title policy described herein;

(d) Borrower shall have provided Lender with satisfactory evidence that the casualty and liability insurance is in place as required pursuant to the Commitment Letter and Deed of Trust;

(e) Borrower shall have submitted to Lender such environmental reports on the Real Estate Collateral as Lender may require and Lender shall be satisfied with such reports;

(f) Lender shall have been provided with copies of executed resolutions of Borrower authorizing the Loan; and

(g) To the extent such fees and costs are not being funded from the initial disbursement, Borrower shall have paid all such costs and fees payable by Borrower in connection with the Loan.

5. Interest Rate. The Loan shall bear interest at the rate as provided for in the Note.

6. Payment. The Loan shall be repaid as provided for in the Note.

7. Reporting Requirements. Borrower shall deliver to Lender: (a) annual reviewed financial statements for Borrower including, without limitation, a balance sheet and income and expense statement, no later than 270 days after the end of each fiscal year; and (b) annual verification that all properties securing this Loan are maintained in their current operating condition and in compliance with the Deed of Trust.

All reports required hereunder shall be complete and accurate and shall be signed by an authorized officer of the Borrower, which signature shall be deemed a representation and warranty of the completeness and accuracy of such reports or statements. Unless otherwise

specified, all reports shall be delivered within thirty (30) days of the end of the applicable reporting period.

8. Use of Loan Proceeds for Political Activities Prohibited. Borrower is prohibited from using any portion of the Loan proceeds for certain political activities including, without limitation, lobbying, the distribution of propaganda, or participation in campaigns or elections. Borrower shall not use any portion of the Loan for such prohibited purposes. In the event any Loan proceeds are used for such purposes, Borrower shall pay to Lender on demand all Loan proceeds used in violation of the foregoing covenant and shall reimburse Lender immediately on demand for all costs, expenses and liabilities incurred by Lender (including attorneys' fees and costs), as a result of Borrower's improper use of such funds.

9. Lender Review of Borrower's Operations. Borrower shall at all reasonable times permit Lender and/or its agents to enter upon the Project for the purpose of monitoring the operations of the Project. For purposes of such investigation, Borrower shall, and shall instruct its employees and agents to, discuss Borrower's activities with respect to the Project with Lender and its agents or funders. Borrower shall also permit Lender and its agents to enter at all reasonable times any other premises where Borrower's records are maintained to review Borrower's financial statements and all other records relating to the Property. Borrower shall maintain backup documentation for all costs covered from Lender loan proceeds.

10. Advertising. Borrower agrees that Lender may include information regarding the Loan in its public reports and may refer to the Loan in press releases. Throughout the term of the Loan, Borrower shall identify Lender as a funding source in all printed materials, signage and other publicity which identifies sources of Property financing.

11. No Assignment or Delegation. Borrower may not assign or otherwise transfer its rights or delegate any of its obligations under this Agreement without the prior written consent of Lender, which may be granted or withheld by Lender in its sole discretion.

12. Entire Agreement; No Waiver. This Agreement and the other Loan Documents represent the entire agreement of the parties and supersede and replace in their entirety any previous oral or written agreements, discussions or negotiations of the Borrower and Lender with respect to the Loan. No conditions or provisions of the Loan can be waived unless approved in writing by Lender, and Lender's failure to insist upon the strict performance of any provisions of the Loan Documents, or to exercise any right based upon a breach of contract, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under the Loan. If any provision of the Loan or its application to any person or circumstances is held to be invalid by a court with legal jurisdiction, that provision shall be severed and shall not affect the validity of the rest of the Loan Documents.

13. Default/Remedies. In the event Borrower fails to perform its obligations hereunder or under the other Loan Documents, including its repayment obligations, and upon the expiration of the applicable grace period, if any, for the curing of such default specified in the Note, Lender may in its sole discretion declare the entire outstanding principal balance of the Loan immediately due and payable and/or may pursue any other remedy available to Lender under the Loan Documents and applicable law.

14. Notices. All notices, certificates or other communications to the Lender and/or to the Borrower required under the Loan Documents shall be in writing and shall be sufficiently given and shall be deemed given on the business day on which the same have been personally delivered (either by messenger or courier service which guarantees next day delivery) or (if not by such messenger or by courier service), on the third business day following the date on which the same has been mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Lender: City of Spokane
Department of Community, Housing, and Human Services
808 W. Spokane Falls Blvd, Room 650
Spokane, WA 99201
Attention: Richard Culton

With a copy to: James Richman, Esq.
Office of the City Attorney
808 W. Spokane Falls Blvd.
Spokane, WA 99201-3326

If to the Borrower: HIFUMI EN LLLP
c/o Spokane Housing Authority
25 West Nora Avenue
Spokane, WA 99205
Attn: Executive Director

The address for notices may be changed from time by either party by written notice given in the manner provided herein. All notices given to Lender by Borrower shall reference the applicable Program Action Number.

15. Closing Costs. Borrower shall pay at loan closing all costs associated with the negotiation, documentation and closing of the Loan, including without limitation title premiums escrow fees, recording fees, appraisal fees and Lender's attorneys' fees.

16. Indemnity. Borrower agrees to defend, indemnify and hold harmless Lender and all of its past and present officers, directors, agents, employees, predecessors, successors, transferees, assigns, and all other persons and entities, whether described herein or otherwise (collectively, the "Indemnified Parties" and individually, "Indemnified Party"), from and against any and all claims, demands, causes of action, actions, rights, liabilities, contract obligations, damages, attorney's fees and costs, at law or in equity or otherwise (collectively, the "Liabilities"), resulting from any misrepresentation by Borrower with respect to the transactions described herein, or from any breach by Borrower of their obligations hereunder or under any other document executed or delivered by Borrower in connection with the transactions described herein, except to the extent such Liabilities are caused by the gross negligence or willful misconduct of such Indemnified Party.

17. Acceptance of Loan Terms. By signing this Agreement and the other Loan Documents, the parties agree to be bound by all their terms and conditions. Borrower represents and warrants that the individual signing the Loan Documents is an authorized officer or agent of Borrower.

18. Governing Law. Except to the extent that Federal law controls, this Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

19. Counterparts. This Loan Agreement may be executed in counterparts, each taken together with the other counterparts shall constitute one instrument, binding and enforceable against each signatory to any counterpart instrument. Any facsimile signature shall be accepted as an original if containing a copy of the original signature notwithstanding that the original has not been received.

20. USA Patriot Act Notice. The Lender hereby notifies Borrower that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Act"), Lender is required to obtain, verify and record information that identifies Borrower, which information includes the name and address of Borrower and other information that will allow Lender to identify Borrower in accordance with the Act.

[END OF TEXT]

DATED as of the day and year first above written.

PLEASE BE ADVISED THAT ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

BORROWER:

HIFUMI EN LLLP, a Washington limited liability limited partnership

By: Spokane Housing Authority, a public body corporate and politic of the State of Washington

Its: General Partner

By: _____
Pamela J. Parr, Executive Director

LENDER:

CITY OF SPOKANE, WASHINGTON

By: _____
Lisa Brown, Mayor

ATTEST:

By: _____
Terri L. Pfister, City Clerk

Approved as to form:

By: _____
James Richman
City of Spokane, Office of the City Attorney

EXHIBIT A
LEGAL DESCRIPTION

Resultant Adjustment Parcel A of Boundary Line Adjustment Z24-061BLA, recorded under Auditors file number 7336295 described as follows:

Tracts A, B, C, D, E, and F of Lot 1, Tracts A, B, C, D, E, and F of Lot 3, all of Lot 5, Block 8, Hartson's Subdivision of Blocks 3, 4, 5, 6, 7, and 8 of Hartson's and Townsend's Highland Park Addition, according to the plat thereof, recorded in Volume C of Plats, Page 26, records of Spokane County.

TOGETHER WITH The West half of Lot 6, Block 8, Hartson's Subdivision of Blocks 3, 4, 5, 6, 7, and 8 of Hartson's and Townsend's Highland Park Addition according to the plat thereof, recorded in Volume C of Plats, Page 26, records of Spokane County.

TOGETHER WITH The West half of Lot 4, Block 8, Hartson's Subdivision of Blocks 3, 4, 5, 6, 7 and 8 of Hartson's and Townsend's Highland Park Addition, according to the plat thereof, recorded in Volume C of Plats, Page 26, records of Spokane County.

TOGETHER WITH Those portions of vacated Conklin Street that attach by operation of law to the above described parcels. Conklin Street being vacated in City of Spokane Ordinance No. C36421 (Auditor's No. 7328869).

TOGETHER WITH That portion of Vacated Conklin Street by Ordinance C36421 recorded under AF No. 7328869 abutting Lot 2, Block 8 of Hartson's Subdivision Plat Book C, Page 26, filed on June 7, 1890, described as follows:

The Eastern 30' of the Northern 119.73 feet of vacated Conklin Street, South of 8th Avenue, as platted in Hartson's Subdivision Plat Book C, Page 26, filed on June 7, 1890,

Situate in the City of Spokane, County of Spokane, State of Washington.

Exhibit A

EXHIBIT B

SOURCES/USES OF PROJECT FUNDS (ESTIMATE)

SOURCES OF PROJECT FUNDING

CITY OF SPOKANE - 1590 Funds	\$2,581,320
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USES OF PROJECT FUNDING

Construction Costs	\$2,581,320
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**PROMISSORY NOTE
(HIFUMI EN LLLP)**

\$2,581,320.00 (U.S.)

Spokane, Washington
May [___], 2024 (the "Effective Date")

FOR VALUE RECEIVED, the undersigned ("Borrower") promises to pay to the order of City of Spokane, Washington, a political subdivision of the State of Washington ("Lender"), at its office at City of Spokane, c/o Department of Community, Housing and Human Services, 808 W. Spokane Falls Blvd, Room 650, Spokane, WA 99201, or at such other place as Lender may from time to time designate in writing, the sum of TWO MILLION FIVE HUNDRED EIGHTY-ONE THOUSAND THREE HUNDRED TWENTY AND 00/100 DOLLARS (\$2,581,320.00) (the "Loan Amount"), or so much as may have been disbursed hereunder from time to time, in lawful money of the United States, from the date of each advance until repaid as provided for below. This Note has been executed and delivered by Borrower in connection with a loan from Lender (the "Loan") which is being made pursuant to a loan agreement of even date herewith between Borrower and Lender (the "Loan Agreement") to which reference is made for full particulars.

1. Payment Terms.

The Loan Amount shall bear interest on the unpaid principal from the date hereof at one percent (1%) per annum simple, non-compounding interest (the "Applicable Rate") to December 31, 2065 (the "Maturity Date"). So long as Borrower has not defaulted under this Note or any other loan documents related to the Loan beyond any applicable cure period, all payments of principal or interest shall be deferred until the Maturity Date.

Unless otherwise fully prepaid in the event of a loan default or otherwise due to the sale, refinancing or other disposition of the Project, all loan payments will be deferred and there will be a balloon payment at the Maturity Date in an amount sufficient to bring the remaining balance of unpaid principal and interest owed to zero.

2. Prepayment.

This Loan may be prepaid at any time during the term of the Loan with no prepayment premium or penalty subject to the terms of Section 4.1.2 below.

3. Lender Security.

The Note is secured by a junior lien leasehold deed of trust, security agreement, assignment of leases and rents and fixture filing of even date herewith (the "Deed of Trust") executed by Borrower and encumbering Borrower's interest in certain real property located in Spokane County, Washington more particularly described therein. The Deed of Trust, Affordability Covenant and any other loan documents which secure repayment of this Note or

assure performance of the Borrower under the Lender loan documents are hereinafter referred to as the “Security Documents”.

4. Default; Remedies.

4.1 Default; Prepayment Premium.

4.1.1 General.

Except as otherwise provided herein, if Borrower fails to do any of the following: (i) make any payment required hereunder when due, (ii) sells, transfers, refinances the Property unless the Borrower obtained prior written consent or waiver of the Lender or (iii) defaults in the keeping of any other term, representation or covenant of this Note, the Loan Agreement, the Deed of Trust, the Affordability Covenant or other Lender loan documents, or if any materials submitted by Borrower to Lender in connection with the Loan prove to be false or misleading in any material respect, and upon the expiration of the cure period, if any, specified in Section 4.2 below, then, at the option of Lender, and in addition to such other remedies as are available to Lender under applicable law and under the Security Documents, the entire unpaid principal balance of this Note, together with all accrued and unpaid interest and all other sums owing hereunder, under the Loan Agreement or under the Security Documents, shall become immediately due and payable in full. Failure to exercise this option shall not waive the right to exercise the same in the event of any subsequent default.

4.1.2 Prepayment Premium.

If an Event of Default occurs pursuant to Section 4.1.1 above and is not cured, the Borrower shall pay all principal, interest, charges, and other costs related to such acceleration of payment due in the normal course of events and, in addition, shall pay a prepayment premium equal to the product obtained by multiplying (i) the entire unpaid principal balance of the Note at the time of prepayment, times (ii) eight percent (8%).

4.2 Notice and Opportunity to Cure Defaults.

Lender agrees not to exercise any of the remedies for default specified in Section 4.1 above unless and until: (a) if the default consists of a violation to pay money, Lender has given Borrower written notice of the default and Borrower has failed to cure the default within five (5) days of receipt of such notice; or (b) if the default consists of a violation of a covenant other than a covenant to pay money, Lender has given Borrower at least thirty (30) days notice of such default and Borrower has failed to cure the default within such thirty (30) day period, provided no such notice must be given if the default was deliberate or immediate action is needed to protect Lender’s security, and provided further if the default is one that is capable of being cured, but cannot with due diligence be cured within thirty days, such thirty day period shall be deemed extended, to a maximum of ninety (90) days from the date of the original default, if Borrower advises Lender of its intention to cure within thirty days of the original default notice and prosecutes the curing of the default with all due diligence.

4.3 Attorneys' Fees.

In the event of any default under this Note or in the event of any dispute relating to the enforcement, interpretation or performance of this Note or the other documents evidencing or securing the Loan, Borrower shall pay all fees and expenses incurred by Lender in connection therewith, with or without suit, including but not limited to the fees of attorneys, accountants, appraisers, environmental inspectors, consultants, expert witnesses, arbitrators, mediators, and court reporters. Without limiting the generality of the foregoing, Borrower shall pay all such costs whether incurred in bankruptcy or insolvency proceedings, arbitration or other alternative dispute resolution proceedings, and settlement negotiations.

4.4 Additional Costs.

In addition to all other sums owing hereunder, Borrower shall pay to Lender all fees, penalties or other costs incurred by Lender as a result of any Event of Default by Borrower hereunder (irrespective of whether such default is ultimately cured).

5. Miscellaneous.

5.1 Waivers.

Borrower hereby waives presentment for payment, demand and notice of nonpayment, protest or dishonor of this Note.

5.2 Reporting Requirements.

At Lender's sole discretion, unless the same has already been requested/provided pursuant to the Loan Agreement, Borrower shall deliver to Lender: (a) Annual reviewed financial statements for Borrower including, without limitation, a balance sheet and income and expense statement, no later than 180 days after the end of each fiscal year; and (b) Quarterly verification that all properties securing this Loan are maintained in their current operating condition and in compliance with the Deed of Trust.

5.3 Headings.

The headings to the various sections have been inserted for convenience of reference only and do not define, limit, modify, or expand the express provisions of this Note.

5.4 Governing Law.

Except to the extent that Federal law controls, this Note shall be governed by and construed in accordance with the laws of the state of Washington.

5.5 Time of Essence.

Time is of the essence of this Note and each and every provision hereof.

5.6 Final Agreement.

This instrument represents the entire agreement and final expression of the parties hereto with respect to the subject matter hereof, and supersedes any oral agreements or representations relating thereto.

5.7 Nonrecourse.

Notwithstanding anything to the contrary herein, Borrower, its members and partners and their respective members, partners, officers, directors, employees, agents and contractors shall have no personal liability for payment of the indebtedness evidenced hereby or performance of the covenants set forth in this Note, the Affordability Covenant, the Security Documents or the Loan Agreement (collectively, the “Loan Documents”), and the sole recourse of the holder of this Note shall be confined to the exercise of its rights under the Loan Documents, provided that nothing shall diminish Borrower’s liability for damages or deficiencies resulting from theft, waste, fraud, material misrepresentation and misuse of rents.

[END OF TEXT]

DATED as of the day and year first above written.

PLEASE BE ADVISED THAT ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR FOREBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

HIFUMI EN LLLP, a Washington limited liability limited partnership

By: Spokane Housing Authority, a public body corporate and politic of the State of Washington

Its: General Partner

By: _____
Pamela J. Parr, Executive Director

AFTER RECORDING RETURN TO:

City of Spokane,
Community, Housing and Human Services Department
808 W. Spokane Falls Blvd.
Spokane, WA 99201
Attention: Richard Culton

**LEASEHOLD DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT AND FIXTURE FILING**

(HIFUMI EN LLLP)

GRANTOR:	HIFUMI EN LLLP, a Washington limited liability limited partnership
GRANTEE #1 (Trustee):	TICOR TITLE COMPANY
GRANTEE #2 (Beneficiary):	CITY OF SPOKANE, WASHINGTON
ABBREVIATED LEGAL DESCRIPTION:	Resultant Adjustment Parcel A of Boundary Line Adjustment Z24-061BLA
ASSESSOR'S TAX PARCEL ID NUMBER:	35204.0826

THIS LEASEHOLD DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (“Deed of Trust”) is made this [] day of May, 2024, among HIFUMI EN LLLP, a Washington limited liability limited partnership (“Grantor” or “Borrower”), whose mailing address is c/o Spokane Housing Authority, 25 West Nora Ave, Spokane, WA 99205, Attn: Executive Director; TICOR TITLE COMPANY (“Trustee”), whose address is 1330 N. Washington St., Ste. 3525, Spokane, WA 99201; and CITY OF SPOKANE, WASHINGTON (“Beneficiary” or “City”), whose address is c/o Community, Housing and Human Services Department, 808 W. Spokane Falls Blvd., Spokane, WA 99201.

Grantor hereby grants, bargains, sells and conveys to Trustee, in trust, with power of sale, all Grantor’s present and future right, title and interest in the real property located in Spokane County, Washington described in EXHIBIT A attached to this Deed of Trust (the “Land”), together with all of Grantor’s interest in all estate, easements, water and mineral rights, rights in any streets or alleys adjoining the Land, and other rights or interests appurtenant to the Land; all buildings, structures, and improvements at any time situated thereon; all facilities, fixtures, machinery, apparatus, installations, goods, furniture, equipment, inventory, and other properties (including without limitation all heating, ventilating, air conditioning, plumbing and electrical equipment, all elevators and escalators, all sprinkler systems, all engines and motors, all lighting, laundry, cleaning, fire prevention and fire extinguishing equipment, all ducts and compressors, all refrigerators, stoves, and other appliances, attached cabinets, partitions, rugs, carpets and draperies, all building materials and supplies, and all construction forms, tools, and equipment) now or hereafter located in or used or procured for use in connection with the Land; together with all contracts, agreements, permits, plans, specifications, drawings, surveys, engineering reports, and other work products relating to the construction of the existing or any future improvements on the Land, and any and all rights of Grantor in, to, or under any architects’ contracts or construction contracts relating to the construction of the existing or any future improvements on the Property (as hereafter defined), and any performance and/or payment bonds issued in connection therewith; together with all trademarks, trade names, copyrights, computer software, and other intellectual property used by Grantor in connection with the Property, together with any and all rights of Grantor without limitation to make claim for, collect, receive, and receipt for any and all rents, income, revenues, issues, royalties, and profits, including mineral, oil, and gas rights and profits, insurance proceeds, condemnation awards, and other moneys payable or receivable from or on account of any of the Property, including interest thereon, or to enforce all other provisions of any agreement (including those referred to above) affecting or relating to any of the Property, together with any and all rights of Grantor in any and all accounts, rights to payment, contract rights, chattel paper, documents, instruments, licenses, contracts, agreements, and general intangibles relating to any of the Property, including, without limitation, income and profits derived from the operation of any business on the Property or attributable to services that occur or are provided on the Property or generated from the use and operation of the Property and together with all books and records of Grantor relating to the foregoing in any form and all

computer software necessary or useful to reading such books and records; all of Grantor's rights as landlord in and to all existing and future leases and tenancies of all or any portion of the Property, whether written or oral, and whether for a definite term or month to month or otherwise, including all renewals and extensions thereof and guaranties thereof, and all rents, deposits and other amounts received thereunder; and all books and records of Grantor relating the foregoing (all of the foregoing rights and interests together with all proceeds of the foregoing being referred to herein as the "Property"). To the extent that the grant of a security interest in any part of the Property that is owned by Grantor as of the date hereof requires the consent of a third party, Grantor represents and warrants to Beneficiary that such consent has been obtained. To the extent that the grant of a security interest in any part of the Property that is acquired by Grantor subsequent to the date hereof (including, without limitation, plans and architectural drawings, permits, or construction contracts) requires the consent of a third party, Grantor will obtain such consent upon demand by Beneficiary.

IT IS MUTUALLY AGREED THAT:

1. Obligation Secured. This Deed of Trust is for the purpose of securing (a) performance of each agreement of Grantor herein contained; (b) payment of all amounts at any time owed under the terms of a promissory note of even date herewith in the original principal amount of TWO MILLION FIVE HUNDRED EIGHTY-ONE THOUSAND THREE HUNDRED TWENTY AND 00/100 DOLLARS (\$2,581,320.00) (the "Note"), made by Grantor, payable to Beneficiary or order, and all renewals, modifications and extensions thereof; (c) payment and performance by Grantor of its obligations under the Loan Agreement of even date herewith (the "Loan Agreement") executed by Grantor in connection with the loan secured hereby (the "Loan"); and (d) repayment of any and all sums advanced or expenditures made by Beneficiary at any time for the maintenance or preservation of the Property or to protect the priority thereof, or to satisfy any obligation secured by a lien that is or may become senior to the lien hereof. PROVIDED, HOWEVER, that in no event shall the Certificate and Indemnity Agreement Regarding Hazardous Substances of even date herewith (the "Indemnity Agreement") executed by Grantor for the benefit of Beneficiary, or the substantial equivalent of any obligation set forth therein, be secured hereby, notwithstanding any provision hereof seemingly to the contrary.

2. Security Agreement. To the extent any of the Property is personal property, Grantor, as debtor, grants to Beneficiary, as secured party, a security interest therein together with a security interest in all other personal property of whatsoever nature that is located on, used, or to be used in connection with any of the Property, and any products or proceeds of any thereof, pursuant to the Uniform Commercial Code of the state of Washington (the "UCC"), on the terms and conditions contained herein. Beneficiary hereby assigns such security interest to Trustee, in trust, for the benefit of Beneficiary to be dealt with as a portion of the "Property" except as otherwise specified

herein. Grantor authorizes Beneficiary to file such Uniform Commercial Code Financing Statements listing Grantor as Debtor and Beneficiary as Secured Party as Beneficiary deems necessary or advisable to perfect the security interest herein granted.

3. Fixture Filing. This instrument shall be deemed to be a Fixture Filing within the meaning of the Washington Uniform Commercial Code to the extent any of the collateral described herein constitutes or will constitute fixtures. For such purpose, the name and address of Debtor and Secured Party, respectively, are the Grantor's and the Beneficiary's names and addresses, respectively, as specified in the introductory paragraph of this instrument. The description of the real estate to which the collateral is attached or upon which it is or will be located is as set forth on Exhibit A hereto. Grantor is the record leasehold interest owner of the real estate.

4. Grant in Trust. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and for the purpose of securing payment and performance of the Secured Obligations, as described in Section 1 herein, for the benefit of Beneficiary, Borrower hereby irrevocably and unconditionally grants, transfers, bargains, conveys and assigns to Trustee, in trust, with power of sale and right of entry and possession, and grants a security interest in, all estate, right, title and interest that Borrower now has or may later acquire in and to the following property (all or any part of such property, or any interest in all or any part of it, as the context may require, the "Collateral"):

- (a) Land, Appurtenances, Easements. A leasehold interest in that certain real property located in Spokane County, Washington, more particularly described in EXHIBIT A attached hereto and incorporated herein by this reference, together with all existing and future easements and access rights (collectively, the "Land") pursuant to that certain Ground Lease, dated on or about the date hereof (the "Ground Lease"), by and between the Spokane Housing Authority, a public body corporate and politic of the State of Washington, as lessor ("Ground Lessor") and Borrower as lessee;
- (b) Improvements. All buildings, structures, and improvements now located or later to be constructed on the Land (the "Improvements");
- (c) Related Real Property and Improvements. All real property and improvements located thereon, and all appurtenances and other property and interests of any kind or character, whether described in EXHIBIT A or not, that may be reasonably necessary or desirable to promote the present and any reasonable future beneficial use and enjoyment of the Land and Improvements;

- (d) Leases and Licenses. All existing and future leases, subleases, subtenancies, licenses, occupancy agreements, and concessions relating to the use and enjoyment of all or any part of the Project (defined below) (collectively, but excluding the Ground Lease, which is separately defined herein, the “Leases”), including, without limitation, all leases by or through Borrower as lessor, written or oral, now in existence or hereafter arising, all other agreements for the use and occupancy of all or any portion of the Project, and any and all extensions or renewals thereof, and any and all deposits, guaranties and other agreements relating to or made in connection with any of the Leases;
- (e) Rent, Issues and Profits. All income, rents, security or similar deposits, revenues, issues, royalties, profits, leases, earnings, products and proceeds of the Land or Improvements, including, without limitation, all rights to the payment of money, accounts, accounts receivable, reserves, deferred payments, refunds, cost savings, reimbursements, insurance or condemnation proceeds, and payments and deposits of any kind related to the Collateral;
- (f) Goods, Materials, Fixtures. All goods, materials, supplies, chattels, furniture, appliances, furnishings, fixtures, equipment, inventory, general intangibles, and machinery now or later to be attached to, placed in or on, or used in connection with the use, enjoyment, occupancy or operation of all or any part of the Project (as defined below), whether stored on the Land or elsewhere, all of which shall be considered to the fullest extent of the law to be real property for purposes of this Deed of Trust;
- (g) Construction Materials and Equipment. All building materials, equipment, work in process or other personal property of any kind, whether stored on the Land or elsewhere, that have been or later will be acquired for the purpose of being delivered to, incorporated into, or installed in or about the Land or Improvements;
- (h) Borrower Funds. All of Borrower’s interest in and to the proceeds of the Secured Obligations (defined below), whether disbursed or not; all present and future monetary deposits given by Borrower to, or rights of reimbursement to Borrower from, any governmental entity or utility with respect to services or development matters relating to the Land or Improvements; and all accounts maintained by Borrower with Beneficiary or any subsidiary or affiliate of Beneficiary, including, without limitation, any accounts established in connection with the Secured Obligations;

5. Covenants of Grantor. Grantor covenants and agrees as follows:

(a) Grantor shall keep the Property in good condition and repair; shall permit no waste thereof; shall construct no improvements on the Property or allow such improvements to be constructed without Beneficiary's prior written consent, which Beneficiary may grant or withhold in its sole discretion, and in the event such consent is granted shall complete any such building, structure or improvement in accordance with the plans approved by Beneficiary; shall restore promptly and in a workmanlike manner any building, structure or improvement thereon that may at any time be damaged or destroyed; shall pay when due all claims for labor performed and materials supplied therefor; shall comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property and the ownership, maintenance, operation and use thereof; and shall do all other acts that from the character or use of the Property may be reasonably necessary from time to time for the continued operation of the Property in a safe and legal manner. Notwithstanding anything to the contrary contained in this Section 5, consent from the Beneficiary related to the construction of any improvements made with non-Beneficiary funds on the Property shall not be required if Banner Bank, in its capacity as the construction lender, has previously provided such consent.

(b) Grantor shall comply in all material respects with the terms of all easements, licenses, covenants and agreements relating to the Property and Grantor's uses thereof.

(c) Grantor shall pay before delinquency all taxes and assessments upon the Property.

(d) As of the date hereof, with the exception of such liens and encumbrances that have been approved by Beneficiary to appear as exceptions to coverage in the Beneficiary's policy of title insurance described in Section 2 of the Loan Agreement, the Property is free and clear of all liens, claims, encumbrances, restrictions, encroachments and interests whatsoever in favor of any third party. Grantor shall have the right to contest in good faith the validity of any lien or claim against the Property so long as the lien of this Deed of Trust is not jeopardized and if requested to do so by Beneficiary, Grantor posts a bond or other adequate security in an amount equal to one hundred twenty-five percent (125%) of the amount of the lien or claim being contested. Notwithstanding the foregoing, subsequent to the date hereof, any utility easements and/or similar non-monetary encumbrances will be permitted by the Beneficiary without additional consent from Beneficiary if such easements or non-monetary encumbrances are required during the course of construction or operations.

(e) Grantor shall keep, or shall cause Grantor's tenant to keep, all buildings now or hereafter erected on the Property continuously insured against loss by fire or other hazards pursuant to what is commonly referred to as "all-risk" coverage property insurance and otherwise as may be as required by Beneficiary from time to time in an amount not less than the total replacement value thereof and including a building

upgrade and municipal ordinance endorsement. All such policies shall have a deductible not exceeding \$10,000, shall name Beneficiary as loss payee, subject only to the rights of the holder of any Prior Permitted Encumbrances, and shall contain a provision for 30 days' prior notice to Beneficiary before cancellation thereof. All policies shall be held by Beneficiary, and be issued by such companies as Beneficiary may approve in its discretion and have loss payable first to Beneficiary, as its interest may appear, subject only to the rights of the holder of any Prior Permitted Encumbrances, and then to Grantor. The amount collected under any insurance policy shall be applied pursuant to subsection (f) below. Such application by Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.

(f) In the event of any fire or other casualty to the Property, Grantor shall have the right to rebuild the Property, and to use all available insurance proceeds therefore, provided that (a) such proceeds are sufficient to keep the loan in balance and rebuild the Property in a manner that provides adequate security to the Beneficiary for repayment of the loan, or if such proceeds are insufficient to provide adequate security or to keep the loan in balance, then Grantor has funded any deficiency, (b) Beneficiary shall have the right to approve plans and specifications for any major rebuilding and the right to approve disbursements of insurance proceeds for rebuilding under a construction escrow or similar arrangement, and such approval shall not be unreasonably withheld, and (c) no material default then exists under the Loan Documents. If the casualty affects only part of the Property and total rebuilding is infeasible, then such insurance proceeds may be used for partial rebuilding and partial repayment of the loan in a manner that provides adequate security to the Beneficiary for repayment of the remaining balance of the loan.

(g) Grantor shall procure and maintain, or shall cause Grantor's tenant to procure and maintain, public liability and property damage insurance with the Beneficiary named as an additional insured as follows: Grantor shall, at its own expense, maintain General Liability Insurance, Comprehensive Automobile Liability Insurance and other such coverage as may be required by law or regulation in minimum limits of One Million Dollars (\$1,000,000.00) per individual and per occurrence, Two Million Dollars (\$2,000,000.00) annual aggregate for personal injuries and death, and worker's compensation coverage in accordance with requirements of Washington State law. The Beneficiary shall have no responsibility for the reporting of insured occurrences or for the payment of any insurance premiums. Such policies shall be issued by a Washington admitted carrier (A.M. Best rated B+ or better).

(h) Grantor shall defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and shall pay all costs and expenses (including costs of title reports and policies and fees of attorneys, paralegals, appraisers and environmental consultants retained by Beneficiary) in any such action or proceeding, and in any suit or other proceeding brought by Beneficiary to foreclose this Deed of Trust.

(i) Grantor shall take all actions necessary to preserve the existence and validity of all licenses, rights, permits, franchises, concessions and privileges necessary to any existing or contemplated use of the Property, including without limitation any zoning variances and nonconforming use permits.

(j) Grantor shall pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligations secured hereby and actually incurred by Beneficiary or Trustee.

(k) Grantor shall not enter into any lease affecting the Property (other than the ground lease and the leases of individual apartment units) without the prior written consent of Beneficiary, which Beneficiary may grant or deny in its sole discretion. In the event such consent is granted, Grantor shall perform and comply with all terms and conditions of all leases and rental agreements affecting the Property from time to time during the term hereof (the "Leases") and shall require the strict performance by all tenants of the obligations under such Leases. Grantor shall not receive or collect any rents from any present or future tenant of the Property more than one month in advance of their due date. Grantor shall provide Beneficiary at any time upon request with copies of any leases (including amendments thereto) of the Property and if requested by Beneficiary, estoppel certificates and subordination, attornment and nondisturbance agreements from tenants other than residential tenants.

(l) Grantor shall not permit the filing or recordation against the Property of any short plat, subdivision, binding site plan, condominium, lot line adjustment, or segregation or consolidation of tax parcels, or take any action that would alter or reconfigure any lot boundaries or create new lots or building sites within the Property, without the prior written consent of Beneficiary, which Beneficiary may grant or withhold in its sole discretion.

(m) If the loan secured hereby is being made in contemplation of redevelopment of the Property, Grantor shall prosecute its plans for redevelopment of the Property with all due diligence and in compliance with the requirements of the Loan Agreement.

(n) Grantor shall timely perform and comply with the provisions of the Prior and Subordinate Permitted Encumbrances, all agreements secured thereby, and any other loan, equity contribution or grant obtained in connection with the Property and if applicable, its contemplated redevelopment.

6. Transfer or Encumbrance.

(a) Except for "Permitted Transfers" as provided for in Section 6(b) below, if Grantor shall sell, assign or transfer the Property or any portion thereof or any interest therein, further encumber the Property or any portion thereof or permit any change in the entity, ownership, or control of Grantor, or permit any change in the primary intended use of the Property in each case, without the prior written consent of

Beneficiary except as otherwise specifically allowed herein, which Beneficiary may grant or deny in its sole and absolute discretion, such action shall constitute a material default hereunder and under the Note and shall entitle Beneficiary to exercise any and all of its remedies under the Note and any other documents or instruments evidencing or securing the indebtedness hereby secured, including, at Beneficiary's option, acceleration of the indebtedness hereby secured.

(b) Permitted Transfers shall mean (i) (A) prior to payment in full of all equity contributions required under the Grantor's Amended and Restated LLLP Agreement (the "Partnership Agreement"), the sale, transfer, conveyance or pledge of Limited Partner's (as defined in the Partnership Agreement) partnership interest in Borrower provided that the transferring Limited Partner expressly agrees in favor of Beneficiary that such Limited Partner will remain liable for payment in full of all equity contributions required under the Partnership Agreement, or (B) subsequent to payment in full of all equity contributions required under the Grantor's Partnership Agreement, the sale, transfer, conveyance or pledge of Limited Partner's partnership interest in Borrower; provided that Borrower provides Beneficiary with written notice of such sale, transfer, conveyance or pledge; (ii) the appointment by such Limited Partner of an additional or substitute general partner of the Borrower in accordance with the Partnership Agreement, provided that (x) the Limited Partner delivers prior notice thereof to Beneficiary, (y) any additional or substitute general partner of the Borrower is reasonably acceptable to Beneficiary and is selected with reasonable promptness and (z) any required third party consents to the appointment are obtained, including, but not limited to the consent of Washington State Housing Finance Commission; and (iii) any dilution of the general partner's interest in the Borrower in accordance with the Partnership Agreement.

7. Inspection. Subject to any rights of tenants under any leases or applicable law, Grantor shall permit Beneficiary or its agents at all reasonable times, to enter upon and inspect the Property.

8. Condemnation. Subject to senior lender priority rights, in the event any portion of the Property is taken or damaged in an eminent domain proceeding, Grantor shall have the right to rebuild the Property, and to use all available condemnation proceeds therefore, provided that (a) such proceeds are sufficient to keep the loan in balance and rebuild the Property in a manner that provides adequate security to the Beneficiary for repayment of the loan, or if such proceeds are insufficient to provide adequate security or to keep the loan in balance, then Grantor has funded any deficiency, (b) Beneficiary shall have the right to approve plans and specifications for any major rebuilding and the right to approve disbursements of condemnation proceeds for rebuilding under a construction escrow or similar arrangement, and such approval shall not be unreasonably withheld, and (c) no material default then exists under the Loan Documents. If the condemnation affects only part of the Property and total rebuilding is infeasible, then such condemnation proceeds may be used for partial rebuilding and partial repayment of the loan in a manner

that provides adequate security to the Beneficiary for repayment of the remaining balance of the loan.

9. No Waiver. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

10. Reconveyance. The Trustee shall reconvey all or any part of the Property covered by this Deed of Trust to the person entitled thereto on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.

11. Events of Default. The occurrence and continuance beyond any applicable notice and cure period of any one or more of the following shall constitute an event of default (“Event of Default”) under this Deed of Trust:

(a) Any representation or warranty made by or for the benefit of Grantor herein or elsewhere in connection with the loan secured hereby, including but not limited to any representations in connection with the security therefor, that shall prove to have been incorrect or misleading in any material respect;

(b) Grantor or any other person or entity liable therefor shall fail to pay when due, including any applicable cure period, any indebtedness secured hereby;

(c) Grantor or any other signatory thereto shall default in the performance of any covenant or agreement contained in this Deed of Trust, the Note, the Loan Agreement, the Indemnity Agreement or any other agreement executed in connection with the indebtedness secured hereby;

(d) Grantor or any other person or entity liable for the repayment of the indebtedness secured hereby shall become unable or admit in writing its inability to pay its debts as they mature, or file, or have filed against it, a voluntary or involuntary petition in bankruptcy, or make a general assignment for the benefit of creditors, or become the subject of any other receivership or insolvency proceeding;

(e) A tax, charge, or lien shall be placed upon or measured by the Note, this Deed of Trust, or any obligation secured hereby that Grantor does not or may not legally pay in addition to the payment of all principal and interest as provided in the Note; or

(f) As long as CREA Hifumi En, LLC (the “Limited Partner”) or an affiliate thereof remains the Limited Partner of Grantor, if a default occurs under any loan document between Beneficiary and Grantor, and Beneficiary intends to exercise any of its

remedies on account of such default, then prior to the initiation of any remedy by Beneficiary on account of such default, then Beneficiary at the same time as it delivers notice to Grantor shall deliver written notice of such default to the Limited Partner at the following address (or other such address as may be provided in writing):

CREA Hifumi En, LLC
30 South Meridian Street, Suite 400
Indianapolis, Indiana 46204

With copies to: CREA SLP, LLC
30 South Meridian Street, Suite 400
Indianapolis, Indiana 46204

(g) Grantor Cure Rights. Beneficiary agrees not to exercise any of the remedies for default specified herein unless and until: (a) if the default consists of a violation to pay money, Beneficiary has given Grantor written notice of the default and Grantor has failed to cure the default within five (5) days of receipt of such notice; or (b) if the default consists of a violation of a covenant other than a covenant to pay money, Beneficiary has given Grantor at least thirty (30) days notice of such default and Grantor has failed to cure the default within such thirty (30) day period, provided no such notice must be given if the default was deliberate or immediate action is needed to protect Beneficiary's security, and provided further if the default is one that is capable of being cured, but cannot with due diligence be cured within thirty days, such thirty day period shall be deemed extended, to a maximum of ninety (90) days from the date of the original default, if Grantor advises Beneficiary of its intention to cure within thirty days of the original default notice and prosecutes the curing of the default with all due diligence.

(h) Beneficiary Cure Rights. Anything contained herein to the contrary notwithstanding, Beneficiary shall accept the cure of an Event of Defaults by the Limited Partner within the cure periods set forth herein and, in any event, shall not exercise any right to foreclose with respect to the City loan until the Limited Partner has been given the notice (but not the obligation) pursuant to Subsection 11(f) above and opportunity to cure such Event of Default. Beneficiary hereby acknowledges that any cure of any Event of Default made or tendered by Limited Partner shall be deemed to be a cure by Grantor and shall be accepted or rejected on the same basis as if made or tendered by Grantor.

12. Beneficiary's Right to Perform. Upon the occurrence of any Event of Default hereunder, including without limitation Grantor's failure to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the Property, Beneficiary may, but shall not be obligated to, pay the same, and the amount so paid, with interest at the default interest rate set forth in the note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust. The payment of

such sums by Beneficiary and addition of the amount thereof to the principal balance secured hereby shall not constitute a waiver of the default.

13. Limited Recourse. In the event of a default by the Grantor under this City Deed of Trust, except as set forth in this Section 13, the Beneficiary's sole remedy shall be limited to exercising its rights of foreclosure and the power of sale. The City hereby fully acknowledges, covenants and agrees that its sole recourse for obtaining from Grantor satisfaction of the obligations of Grantor under this City Deed of Trust is absolutely and strictly limited to the Project. If actions are necessary to collect such obligations, no such action shall seek recovery from assets of the Grantor, other than the assets constituting the Project for which this City Deed of Trust was issued. If it is necessary to name Grantor in any proceeding in respect of such obligations, pleading shall expressly set forth the limited nature of the proceedings against Grantor and the Beneficiary agrees not to seek the imposition of any "personal" judgment or other claim against Grantor, except for purposes of realizing the benefits and value of the assets of the Project. Except for the limited extent necessary to enforce the interests of the Beneficiary in and to the assets of the Project, no recourse at law or in equity may be had under this Deed of Trust and the Beneficiary will not seek money damages. Notwithstanding the foregoing, the limitations on the liability of the Grantor under this Section 13 shall not limit the City's ability to seek recovery from Grantor for damages or expenses incurred by the City resulting from damages or deficiencies resulting from theft, waste, fraud, misuse of rents or any material misrepresentation by Grantor in connection with the City Loan Documents.

14. Application of Rents. Grantor hereby grants to Beneficiary the right and authority during the continuance of this Deed of Trust to collect the rents and profits of the Property, reserving to Grantor the right, prior to any default in payment of any indebtedness secured hereby, to collect and retain such rents and profits as they become due and payable. Upon any such default, Grantor's right to spend or retain any rents or profits of the Property shall cease immediately and without notice or demand and Beneficiary may at any time and without notice, either in person, by agent, or by a receiver to be appointed by a court, without regard to the adequacy of any security for the indebtedness hereby secured and without the necessity for posting any bond or other security, enter upon and take possession of the Property or any part thereof, or in its own name sue for or otherwise collect such rents and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of the Property, the collection of such rents and profits and the application thereof as provided herein shall not cure or waive any default hereunder or invalidate any act done pursuant to such notice. Nothing in this Section 14 shall be deemed to limit or impair Beneficiary's right to review and approve proposed leases of the Property pursuant to Section 5(k) above.

15. Trustee's Power of Sale. This procedure for exercise of the Trustee's power of sale shall be as follows: Upon written request therefor by Beneficiary specifying the nature of the default, or the nature of the several defaults, Trustee shall sell the Property, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. With respect to any of the Property that may be personal property, Trustee shall have and exercise, at Beneficiary's sole election, all the rights and remedies of a secured party under the Uniform Commercial Code of Washington. Wherever notice is permitted or required hereunder or under the UCC, ten days shall be deemed reasonable. Trustee may postpone the sale of all or any portion of the Property as provided by statute. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of the sale, including without limitation a reasonable Trustee's fee, attorneys' fees and title insurance costs; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled thereto as provided by applicable law. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the Property which Grantor had or had the power to convey at the time of his execution of this Deed of Trust, and such as Grantor may have acquired thereafter, Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchasers and encumbrancers for value.

16. Successor Trustee. In the event of the death, incapacity, disability, or resignation of Trustee, or at Beneficiary's election, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

17. Successors. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

18. Commercial Purpose. The loan secured hereby is primarily for commercial, industrial or business purposes, and is not primarily for personal, family, or household purposes.

19. Non-Agricultural. The Property is not used principally or at all for agricultural or farming purposes.

20. Notices. All notices under this Deed of Trust shall be given in the manner set forth in the Loan Agreement.

21. USA Patriot Act Notice. The Beneficiary hereby notifies Grantor that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the “Act”), Beneficiary is required to obtain, verify and record information that identifies Grantor, which information includes the name and address of Grantor and other information that will allow Beneficiary to identify Grantor in accordance with the Act.

22. Leasehold Provisions.

(a) Ground Lease Obligations; No Termination or Modification. Grantor will pay or cause to be paid all rent and other charges required under the Ground Lease as and when the same are due, and Grantor will keep, observe, and perform, or cause to be kept, observed and performed, all of the other terms, covenants, provisions, and agreements of the Ground Lease on the part of the lessee thereunder to be kept, observed, and performed, and will not in any manner, cancel, terminate, or surrender, or permit any cancellation, termination, or surrender of the Ground Lease, in whole or in part, or, without the written consent of Beneficiary, either orally or in writing, modify, amend, or permit any material modification or amendment of any of the terms thereof in any respect, and any attempt on the part of Grantor to exercise any such right without such written consent of Beneficiary shall be null and void and of no effect.

(b) Enforcement by Grantor; Notice of Default. Grantor will enforce the obligations of Ground Lessor under the Ground Lease to the end that Grantor may enjoy all of the rights granted to it under the Ground Lease, and will promptly notify Beneficiary in writing of any default by Ground Lessor or by Grantor in the performance or observance of any of the terms, covenants, and conditions on the part of Ground Lessor or Grantor, as the case may be, to be performed or observed under the Ground Lease, and Grantor will promptly advise Beneficiary in writing of the occurrences of any of the events of default enumerated in the Ground Lease and of the giving of any notice by Ground Lessor to Grantor of any default by Grantor in performance or observance of any of the terms, covenants, or conditions of the Ground Lease on the part of the Grantor to be performed or observed and will deliver to Beneficiary a true copy of each such notice.

(c) Notice of Eviction. If any action or proceeding is instituted to evict Grantor or to recover possession of the Land or for any other purpose affecting the Ground Lease or this Deed of Trust, Grantor will, immediately upon service thereof on or to Grantor, deliver to Beneficiary a true copy of each petition, summons, complaint, notice of motion, order to show cause and of all other provisions, pleadings, and papers, however designated, served in any such action or proceeding.

(d) No Merger. Grantor covenants and agrees that, unless Beneficiary shall otherwise expressly consent in writing, the fee title to the property demised by the Ground Lease and the leasehold estate shall not merge but shall always remain separate

and distinct, notwithstanding the union of said estates either in Ground Lessor, Grantor, or a third party by purchase or otherwise; and in case Grantor acquires the fee title or any other estate, title or interest in the Land, this Deed of Trust shall attach to and cover and be a lien upon the fee title or such other estate so acquired, and such fee title or other estate shall, without further assignment, deed of trust or conveyance, become and be subject to the lien of and covered by this Deed of Trust.

(e) No Release. No release or forbearance of any of Grantor's obligations under the Ground Lease, pursuant to the Ground Lease or otherwise, shall release Grantor from any of its obligations under this Deed of Trust, including its obligation with respect to the payment of rent as provided for in the Ground Lease and the performance of all of the terms, provisions, covenants, conditions and agreements contained in the Ground Lease, to be kept, performed and complied with by the lessee therein.

(f) Beneficiary's Rights After Default. Upon the occurrence of an Event of Default and for so long as an Event of Default is continuing, Grantor shall not make any election or give any consent or approval (other than the exercise of a renewal right or extension right pursuant to the below subsection) for which a right to do so is conferred upon Grantor as lessee under the Ground Lease without Beneficiary's prior written consent. In case of any Event of Default under this Deed of Trust, all such rights, together with the right of termination, cancellation, modification, change, supplement, alteration or amendment of the Ground Lease, all of which have been assigned for collateral purpose to Beneficiary, shall vest in and be exercisable solely by Beneficiary.

(g) Renewal. Grantor may exercise any option or right to renew or extend the term of the Ground Lease or exercise any fee option contained therein without the prior written consent of Beneficiary. Grantor shall give Beneficiary simultaneous written notice of the exercise of such option or right to renew or extend, together with a copy of the instrument given to Ground Lessor under the Ground Lease exercising such option or right, and, thereafter, shall promptly deliver to Beneficiary a copy of any acknowledgment by Ground Lessor under such Ground Lease with respect to the exercise of such option or right. Within fifteen (15) business days of written demand by Beneficiary, Grantor shall exercise any such option or renewal that is necessary to extend the term of the Ground Lease beyond the term of this Deed of Trust or to comply with any law affecting Grantor or Beneficiary or that is necessary, in Beneficiary's reasonable judgment, to preserve the value of the security intended to be afforded by this Deed of Trust. Grantor shall promptly provide evidence of the exercise of such option or right to Beneficiary's reasonable satisfaction. In the event that Grantor fails to so exercise any such option or right, or in the event any default hereunder continues beyond the applicable cure periods, Grantor hereby agrees and grants to Beneficiary all right and authority to exercise such option in the name of Grantor or in its own name. Nothing contained herein shall affect or limit any rights of Beneficiary granted under the Ground Lease.

[END OF TEXT]

DATED as of the day and year first above written.

PLEASE BE ADVISED THAT ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR FOREBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

GRANTOR:

HIFUMI EN LLLP, a Washington limited liability limited partnership

By: Spokane Housing Authority, a public body corporate and politic of the State of Washington

Its: General Partner

By: _____
Pamela J. Parr, Executive Director

STATE OF WASHINGTON

ss.

COUNTY OF SPOKANE

I certify that I know or have satisfactory evidence that Pamela J. Parr is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Executive Director of Spokane Housing Authority, a public body corporate and politic of the State of Washington, as the General Partner of HIFUMI EN LLLP, a Washington limited liability partnership, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

Dated this ____ day of _____, 2024.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of Washington,
residing at _____

My appointment expires _____

EXHIBIT A
LEGAL DESCRIPTION

Resultant Adjustment Parcel A of Boundary Line Adjustment Z24-061BLA, recorded under Auditors file number 7336295 described as follows:

Tracts A, B, C, D, E, and F of Lot 1, Tracts A, B, C, D, E, and F of Lot 3, all of Lot 5, Block 8, Hartson's Subdivision of Blocks 3, 4, 5, 6, 7, and 8 of Hartson's and Townsend's Highland Park Addition, according to the plat thereof, recorded in Volume C of Plats, Page 26, records of Spokane County.

TOGETHER WITH The West half of Lot 6, Block 8, Hartson's Subdivision of Blocks 3, 4, 5, 6, 7, and 8 of Hartson's and Townsend's Highland Park Addition according to the plat thereof, recorded in Volume C of Plats, Page 26, records of Spokane County.

TOGETHER WITH The West half of Lot 4, Block 8, Hartson's Subdivision of Blocks 3, 4, 5, 6, 7 and 8 of Hartson's and Townsend's Highland Park Addition, according to the plat thereof, recorded in Volume C of Plats, Page 26, records of Spokane County.

TOGETHER WITH Those portions of vacated Conklin Street that attach by operation of law to the above described parcels. Conklin Street being vacated in City of Spokane Ordinance No. C36421 (Auditor's No. 7328869).

TOGETHER WITH That portion of Vacated Conklin Street by Ordinance C36421 recorded under AF No. 7328869 abutting Lot 2, Block 8 of Hartson's Subdivision Plat Book C, Page 26, filed on June 7, 1890, described as follows:

The Eastern 30' of the Northern 119.73 feet of vacated Conklin Street, South of 8th Avenue, as platted in Hartson's Subdivision Plat Book C, Page 26, filed on June 7, 1890,

Situate in the City of Spokane, County of Spokane, State of Washington.

Exhibit A

AFTER RECORDING RETURN TO:

City of Spokane,
Community, Housing and Human Services Department
808 W. Spokane Falls Blvd.
Spokane, WA 99201

AFFORDABILITY COVENANT

GRANTOR:	HIFUMI EN LLLP, a Washington limited liability limited partnership
GRANTEE:	CITY OF SPOKANE, WASHINGTON
ABBREVIATED LEGAL DESCRIPTION:	Resultant Adjustment Parcel A of Boundary Line Adjustment Z24-061BLA
ASSESSOR'S TAX PARCEL ID NUMBER:	35204.0826

AFFORDABILITY COVENANT

THIS AFFORDABILITY COVENANT (the “Covenant”) is executed as of May [___], 2024 and is given and granted to the CITY OF SPOKANE, WASHINGTON, a political subdivision of the State of Washington (the “City”), by HIFUMI EN LLLP, a Washington limited liability limited partnership (the “Borrower”), on the following terms and conditions:

1. Recitals.

(a) The City of Spokane has agreed to make a loan (the “Loan”) to the Borrower on the terms and conditions of a Promissory Note or Notes (the “Note”) of even date herewith.

(b) The Loan is to be made using the Sales and Use Tax Revenue funds of the City of Spokane created by House Bill 1590 as signed into law on June 11, 2020 (“1590 Funds”).

(c) The proceeds of the Loan are to be used to pay a portion of the project costs in connection with its Borrower’s rehabilitation and/or construction of an 88-unit affordable housing project for rental to persons of low-income, to be known as Hifumi En Apartments (the “Project”). The Project is located in Spokane, Washington and is legally described on Exhibit “A” attached hereto (the “Premises”).

(d) Pursuant to the requirements for use of 1590 Funds, the Borrower is required to covenant and agree that housing acquired, rehabilitated and/or constructed with such funds is affordable, as provided for in SMC 08.7C.030 and RCW 82.14.530 (the “State and Local Requirements”).

2. Covenant. Pursuant to the State and Local Requirements, the Borrower covenants and agrees that, until the later of the date the Loan is paid in full or the maturity of the Loan, not less than 14 units will be occupied by senior citizens whose household income equals to 60% or less of area median income (“AMI”).

3. Enforcement. If a violation of any of the foregoing covenants occurs, in addition to any other remedies it may have, the City, or its successors and assigns, may, after thirty (30) days’ notice to Borrower, institute and prosecute any proceeding in law or equity to abate, prevent, or enjoin any such violation, or to compel specific performance by Borrower of its obligations hereunder. Notwithstanding the foregoing, Borrower shall not be required by any provision herein to evict a residential tenant. No delay in enforcing the provisions hereof, as to any breach or violation, shall impair, damage or waive the right of any party entitled to enforce the provisions hereof, or to obtain relief against, or recover for the continuation or repetition of such breach or violation, or any similar breach or violation hereof at any later time.

4. Covenants Running with Land. This covenant shall be binding upon the successors and assigns of the Borrower and is intended to run with the Premises.

IN WITNESS WHEREOF, the Borrower has executed this Affordability Covenant as of the date first written above.

BORROWER:

HIFUMI EN LLLP,
a Washington limited liability limited partnership

By: Spokane Housing Authority, a public body corporate and
politic of the State of Washington
Its: General Partner

By: _____
Pamela J. Parr, Executive Director

EXHIBIT A
LEGAL DESCRIPTION OF PREMISES

LEGAL DESCRIPTION

Resultant Adjustment Parcel A of Boundary Line Adjustment Z24-061BLA, recorded under Auditors file number 7336295 described as follows:

Tracts A, B, C, D, E, and F of Lot 1, Tracts A, B, C, D, E, and F of Lot 3, all of Lot 5, Block 8, Hartson's Subdivision of Blocks 3, 4, 5, 6, 7, and 8 of Hartson's and Townsend's Highland Park Addition, according to the plat thereof, recorded in Volume C of Plats, Page 26, records of Spokane County.

TOGETHER WITH The West half of Lot 6, Block 8, Hartson's Subdivision of Blocks 3, 4, 5, 6, 7, and 8 of Hartson's and Townsend's Highland Park Addition according to the plat thereof, recorded in Volume C of Plats, Page 26, records of Spokane County.

TOGETHER WITH The West half of Lot 4, Block 8, Hartson's Subdivision of Blocks 3, 4, 5, 6, 7 and 8 of Hartson's and Townsend's Highland Park Addition, according to the plat thereof, recorded in Volume C of Plats, Page 26, records of Spokane County.

TOGETHER WITH Those portions of vacated Conklin Street that attach by operation of law to the above described parcels. Conklin Street being vacated in City of Spokane Ordinance No. C36421 (Auditor's No. 7328869).

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Situate in the City of Spokane, County of Spokane, State of Washington.

BOARDS, COMMITTEES & COMMISSIONS

1. COUNCIL OFFICE OPERATIONS WORKGROUP
2. ARPA WORKGROUP
3. EQUITY SUBCOMMITTEE
4. INSPECTOR GENERAL WORKGROUP
5. LANGUAGE ACCESS WORKGROUP
6. LEGISLATIVE COMMITTEE
7. INVESTMENT COMMITTEE
8. SPOKANE EMPLOYEES RETIREMENT SYSTEM (SERS) BOARD
9. AGING AND LONG TERM CARE BOARD
10. ASSOCIATION OF WASHINGTON CITIES BOARD
11. FIRE PENSION BOARD
12. POLICE PENSION BOARD
13. LODGING TAX ADVISORY COMMITTEE (PFD)
14. LODGING TAX ADVISORY BOARD (1.3%)
15. TPA COMMISSION / HOTEL-MOTEL COMMISSION
16. UNIVERSITY DISTRICT PUBLIC DEVELOPMENT AUTHORITY
17. UNIVERSITY DISTRICT DEVELOPMENT ASSOCIATION
18. VISIT SPOKANE
19. WEST PLAINS PUBLIC DEVELOPMENT AUTHORITY (S3R3)
20. NORTHEAST PUBLIC DEVELOPMENT AUTHORITY (NEPDA)

COUNCIL INITIATIVE DIVISIONS

1. INTERGOVERNMENTAL AFFAIRS
2. EQUITY AND INCLUSION INITIATIVES

Continuation of Wording, Summary, and Distribution

Agenda Item Name: 5300 MITCHELL HUMPHREY FMS ANNUAL SOFTWARE MAINTEN

Agenda Wording (630 character max)

Summary (Background) (705 character max)

Total cost of \$105,724.55 (\$96,995.00 + \$8,729.55 Sales Tax 9%).
2023 contracted amount was \$102,645.30 including taxes. The difference is cost is due to a 3% CPI.

Fiscal Impact

Budget Account

Select \$ #

Select \$ #

Distribution List

<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

Save

Cancel



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 04/22/2024

Committee Agenda type: Consent

Date Rec'd 4/3/2024

Clerk's File # OPR 2021-0406

Renews #

Cross Ref # RES 2018-0040

Council Meeting Date: 05/06/2024

Submitting Dept	INFORMATION TECHNOLOGY	Project #	
------------------------	------------------------	------------------	--

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

Contact E-Mail	MSLOON@SPOKANECITY.ORG	Requisition #	CR 26203
-----------------------	------------------------	----------------------	----------

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

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

Agenda Item Name	5300 MITCHELL HUMPHREY FMS ANNUAL SOFTWARE MAINTENANCE AND		
-------------------------	--	--	--

Agenda Wording

Contract Renewal w/Mitchell Humphrey & Company, St. Louis, Missouri, for annual maintenance & support of City's Financial Management System (FMS). From 07/01/2024 through 06/30/2025. Total cost is \$96,995.00, plus sales tax. Third of four renewals.

Summary (Background)

This contract is necessary in order to obtain software upgrades for all modules and receive Mitchell Humphrey Help Desk support. Mitchell Humphrey is the only authorized firm to provide maintenance services on this software system. Included in this support are: General Ledger and related modules, Fixed Assets, Accounts Payable, Accounts Receivable - Invoice, Purchasing and related modules, FMS-EXEC, Test Account, FMS Productivity Suite and AP ACH Wire Transfer.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost	\$ 105,724.55 (including tax)
------------	-------------------------------

Current Year Cost	\$ 105,724.55 (including tax)
-------------------	-------------------------------

Subsequent Year(s) Cost	\$ 108,896.29 (including tax)
-------------------------	-------------------------------

Narrative

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

Amount

Budget Account

Expense	\$ 96,995.00 + sales tax	# 5300-73300-18850-54820
Select	\$	#
Select	\$	#
Select	\$	#
Select	\$	#
Select	\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Total cost of \$105,724.55 (\$96,995.00 + \$8,729.55 Sales Tax 9%). 2023 contracted amount was \$102,645.30 including taxes. The difference is cost is due to a 3% CPI.

Approvals		Additional Approvals	
<u>Dept Head</u>	MARTINEZ, LAZ	<u>PURCHASING</u>	NECHANICKY, JASON
<u>Division Director</u>	MARTINEZ, LAZ		
<u>Accounting Manager</u>	BUSTOS, KIM		
<u>Legal</u>	HARRINGTON,		
<u>For the Mayor</u>	PICCOLO, MIKE		

Distribution List

Cindy Bari CBari@mitchellhumphrey.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	April 22, 2024
Submitting Department	Information Technology
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	2024 Mitchell Humphrey FMS 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 modules and receive Mitchell Humphrey Help Desk support. Mitchell Humphrey is the only authorized firm to provide maintenance services on this software system. Included in this support are: General Ledger and related modules, Fixed Assets, Accounts Payable, Accounts Receivable - Invoice, Purchasing and related modules, FMS-EXEC, Test Account, FMS Productivity Suite and AP ACH Wire Transfer. Term is July 1, 2024 – June 30, 2025, for a total cost of \$105,724.55 (\$96,995.00 + \$8,729.55 Sales Tax 9%). 2023 contracted amount was \$102,645.30 including taxes. The difference is cost is due to a 3% CPI.
Fiscal Impact	<p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$105,724.55 (\$96,995.00 + \$8,729.55 Sales Tax 9%)</u></p> <p>Current year cost: \$105,724.55</p> <p>Subsequent year(s) cost: \$108,896.29</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</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 maintenance 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 – annual maintenance and 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 maintenance and 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 Management software.



City of Spokane
CONTRACT RENEWAL
3 of 4
Title: ANNUAL MAINTENANCE AND SUPPORT
OF FINANCIAL MANAGEMENT SYSTEM

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **MITCHELL HUMPHREY & COMPANY**, whose address is 1285 Fern Ridge Parkway, Suite 140, St. Louis, Missouri 63141-4022, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into an agreement wherein the Consultant agreed to provide Annual Maintenance and Support of the City of Spokane's Financial Management System (FMS); and

WHEREAS, the original Contract provided for four (4) additional one-year extensions, with this being the third of those renewals.

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

1. CONTRACT DOCUMENTS.

The original Contract dated June 24, 2021, and 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. TERM.

This Contract Renewal shall become effective on July 1, 2024, and end on June 30, 2025, unless amended by written agreement or terminated earlier under the provisions.

3. COMPENSATION.

The City shall pay an estimated amount not to exceed **NINETY-SIX THOUSAND NINE HUNDRED NINETY-FIVE AND NO/100 DOLLARS (\$96,995.00)**, plus applicable tax, in accordance with Company's March 25, 2024 Invoice, 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 Corporation 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.

MITCHELL HUMPHREY & COMPANY

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
Company’s March 25, 2024 Invoice

24-050

**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)



MITCHELL
HUMPHREY
s o f t w a r e

1285 Fern Ridge Parkway
St. Louis, Missouri 63141-4402

800 237-0028 • 314 991-2440
www.mitchellbumphey.com

March 25, 2024

Ms. Becca Hunt
City of Spokane
West 808 Spokane Falls Boulevard
Spokane, Washington 99201-3344

Dear Becca:

Below is the breakdown for your annual maintenance and support fee for the period July 1, 2024 through June 30, 2025.

General Ledger and related modules	\$24,160.00
Accounts Payable	10,270.00
Accounts Receivable-Invoicing	13,260.00
Purchasing and related modules	23,920.00
FMS-EXEC	3,060.00
Test Account	10,125.00
FMS Productivity Suite	4,645.00
AP ACH Wire Transfer	910.00
Fixed Assets	4,775.00
Credit Card Processing	<u>1,870.00</u>
Total Maintenance	\$96,995.00

Sincerely,

Cindy Bari
Secretary-Treasurer



< Business Lookup

License Information:

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

Entity name: MITCHELL HUMPHREY & CO.
Business name: MITCHELL HUMPHREY & CO
Entity type: [Profit Corporation](#)
UBI #: 603-237-502
Business ID: 001
Location ID: 0001
Location: Active
Location address: 1285 FERN RIDGE PKWY STE 140
 SAINT LOUIS MO 63141-4409
Mailing address: 1285 FERN RIDGE PKWY STE 140
 SAINT LOUIS MO 63141-4409

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	T12010792BUS			Active	Nov-30-2024	Oct-15-2012

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

Governing people	Title
HUMPHREY, KATHLEEN A.	
HUMPHREY, MATTHEW	
WOLPERT, THOMAS M.	

The Business Lookup information is updated nightly. Search date and time: 11/10/2023 12:00:51 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

DATE (MM/DD/YYYY)

4/04/2024

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

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

PRODUCER AssuredPartners of MO, LLC 12645 Olive Blvd Ste 300 St Louis, MO 63141 314 523-8800	CONTACT NAME: Johanna Winfield	
	PHONE (A/C, No, Ext): 314 523-8800	FAX (A/C, No): 314 453-7555
E-MAIL ADDRESS: Johanna.Winfield@assuredpartners.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Sentinel Insurance Company Ltd		11000
INSURER B: Hartford Underwriters Insurance Co		30104
INSURER C: Tokio Marine HCC- Specialty Group		
INSURER D:		
INSURER E:		
INSURER F:		


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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			84SBAPC2547	01/01/2024	01/01/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 EBL \$2,000,000
A	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			84SBAPC2547	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ HNOA \$1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000			84SBAPC2547	01/01/2024	01/01/2025	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	84WECBH0776	01/01/2024	01/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Tech E&O and Cyber Liability			H23TG3358400	07/01/2023	07/01/2024	2,000,000 Aggregate 2,000,000 Per Claim

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

City of Spokane is listed as Additional Insured as respects the General Liability and Business Auto Liability coverages where required by written contract. 30 Days' Notice of Cancellation is afforded the Additional Insured via endorsement.

CERTIFICATE HOLDER	CANCELLATION
City of Spokane 808 W. Spokane Falls Blvd. Spokane, WA 99201-3344	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 04/22/2024

Committee Agenda type: Consent

Date Rec'd

4/9/2024

Clerk's File #

Renews #

Cross Ref #

Council Meeting Date: 05/06/2024

Submitting Dept

FLEET SERVICES

Project #

Contact Name/Phone

RICK GIDDINGS 625-7706

Bid #

Contact E-Mail

RGIDDINGS@SPOKANECITY.ORG

Requisition #

Agenda Item Type

Contract Item

Council Sponsor(s)

MCATHCART BWILKERSON ZZAPPONE

Agenda Item Name

POMP'S SERVICE CONTRACT EXTENSION AND FUNDING

Agenda Wording

Fleet Services would like to add \$100,000 and extend our service contract with Pomp's Tire to coincide with Washington DSC's extended contract period.

Summary (Background)

The city is authorized to utilize Washington Development Services Center contracts to meet City competitive purchasing requirements. Pomp's Tire Service Contract with Washington DSC was set to expire on March 31. DSC has extended their contract to June 30, 2024. We would like to extend our contract with Pomp's to coincide with DSC's new expiration date. We will need to add \$100,000 to the contract to fund for the additional months.

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 \$

Narrative

Expenditures for tire related service will not increase. The additional \$100,000 is to fund for 3 additional months.

Amount

Budget Account

Expense \$ 100,000.00

5100-71700-48348-54803-99999

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

GIDDINGS, RICHARD

Division Director

BOSTON, MATTHEW

Accounting Manager

ORLOB, KIMBERLY

Legal

HARRINGTON,

For the Mayor

PICCOLO, MIKE

Additional Approvals

Distribution List

rgiddings@spokanecity.org

atrussell@spokanecity.org

tbrazington@spokanecity.org

tprince@spokanecity.org

randy.chance@pompstire.com

fleetservicesaccounting@spokanecity.org

Council Briefing Paper Finance & Administration Committee

Committee Date	April 22, 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	Pomp’s Service Contract Extension and Funding
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	Pomp’s Tire Service Contract with Washington State DSC was set to expire on March 31, 2024. It has been extended to June 30, 2024. Fleet would like to extend our contract with Pomp’s to coincide with the DSC expiration. We will also need to add \$100,000 to the contract to allow for sufficient funding for the additional months. Once the new DSC contract is in place, we will enter a new contract for the future term.
<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: 20px;">Current year cost: \$100,000</p> <p style="padding-left: 20px;">Subsequent year(s) cost: 0</p> <p>Narrative: <u>The City is authorized to utilize Pomp’s pre-competed contract with Washington State Development Services Center which meets with City’s Competitive Purchasing requirement.</u></p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Program revenue</p> <p>Is this funding source sustainable for future years, months, etc? Yes</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? Pricing and service data is collected by Fleet for future competitive analysis. 	

COUNCIL RULES – ATTACHMENT B 1 (STANDARD BRIEFING PAPER)

- 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. No Subcommittee in place for this topic.



City of Spokane
CONTRACT AMENDMENT/EXTENSION
Title: MISCELLANEOUS TIRE SERVICES

This Contract Amendment/Extension 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 and the Contract time for performance needs to be extended, thus, the original Contract needs to be formally Amended and Extended by this written document; and

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

1. CONTRACT DOCUMENTS.

The 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/Extension shall become effective on January 1, 2024 and shall run through June 30, 2024.

3. COMPENSATION.

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

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

POMP TIRE SERVICES

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

24-057