

THE CITY OF SPOKANE CITY COUNCIL FINANCE & ADMINISTRATION COMMITTEE



AGENDA FOR 1:15 P.M. MONDAY, JUNE 24, 2024

The Spokane City Council's Finance and Administration Committee meeting will be held at **1:15 PM June 24, 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**
- . **Approval of Minutes from June 24, 2024**
- . **Discussion Items**
 - . AIRPORT BOND ISSUE DISCUSSION - LARRY KRAUTER (20 minutes)
 - . 6175 RULEMAKING/AFFORDABLE HOUSING LETTER - CM CATHCART (5 minutes)
 - . HOLIDAY RECOGNITION ORDINANCE - CM CATHCART (5 minutes)
 - . CAMPING ORDINANCE AMENDMENT - CM CATHCART (10 minutes)
 - . COUNCIL VACANCY CHARTER AMENDMENT - CM BINGLE (10 minutes)
 - . LETTER FROM MAYOR BROWN TO THE CIVIL SERVICE COMMISSION - ADAM MCDANIEL (10 minutes)
 - . ORDINANCE AMENDING SERS BOARD MEMBERSHIP - ADAM MCDANIEL (1 minutes)
 - . 0620 SPECIAL BUDGET ORDINANCE – Q2 2024, QUARTERLY RANGE CHANGES - MIKE ORMSBY (5 minutes)
 - . 0410 - SPECIAL BUDGET ORDINANCE – MIDYEAR ADJ-ENTERPRISE FUNDS - MATT BOSTON (5 minutes)
 - . 0410 - SPECIAL BUDGET ORDINANCE – MIDYEAR ADJ-GENERAL FUND - MATT BOSTON (5 minutes)
 - . 0410 - SPECIAL BUDGET ORDINANCE – MIDYEAR ADJ-INTERNAL SERVICE FUND - MATT BOSTON (5 minutes)
 - . 0410 - SPECIAL BUDGET ORDINANCE – MIDYEAR ADJ-SPECIAL REVENUE FUND - MATT BOSTON (5 minutes)
 - . BOARDS, COMMISSIONS, COMMITTEE & INITIATIVE UPDATES - CM CATHCART (10 minutes)
- . **Consent Items**
 - . 5900 FACILITIES CITY HALL FLOORS 1-3 SPACE PROGRAMMING REVIEW, CONCEPT (FACILITIES MANAGEMENT)
 - . 5900 FACILITIES POLICE EVIDENCE FIRE SUPPRESSION SYSTEM UPGRADES (FACILITIES MANAGEMENT)

- . 5100 - PURCHASE CONTRACT WITH POMP'S TIRE (FLEET SERVICES)
- . 5100 - SERVICE CONTRACT WITH POMP'S TIRE (FLEET SERVICES)
- . 0410 - LOOMIS CONTRACT (ARMORED CAR SERVICE) (FINANCE, TREASURY & ADMIN)
- . CONTRACT WITH MCLINTOCK AND TURK FOR CNG FUELING SITE EXPANSION (FLEET SERVICES)
- . 5100 - RACOM VEHICLE COMMISSIONING CONTRACT RENEWAL (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 **1:15 PM. July 22, 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.



Spokane City Council

808 W. Spokane Falls Blvd.
Spokane, WA 99201-3335
(509) 625-6255

June 20, 2024

Via Email

~~The Honorable Governor~~ Jay Inslee
~~Office of the Governor, State of Washington~~
PO Box 40002
Olympia, WA 98504-0002

RE: E2SSB 6175 Implementation and the DOR Rulemaking Process

Dear Governor Inslee,

Today, we are writing to ask you to consider taking bold action amidst the housing crisis by directing the Department of Revenue to expedite the rulemaking process and publish a finalized rules implementing SB 6175 ~~at least~~ before the end of this year.

Like many other communities across the state and region, Spokane is experiencing a housing crisis. Our community is in significant need of housing at all levels and our inability to meet the demand is at critical levels. To this end, Spokane has taken significant steps, especially emphasizing missing middle and in-fill development as a means to spur housing development at all levels in neighborhoods throughout the city.

~~You signed E2SSB 6175 into law on March 28, and this essential tax incentive became law on June 6. However, before municipalities can implement it provisions, and before developers can begin the lengthy application process, the Department of Revenue must complete the related rule-making process. Sections 11 and 12 of the bill set forth specific requirements that must be satisfied with the Department, ostensibly after the Department adopts rules pursuant to Section 3 (13) of the bill. We urge you to direct the Department to conduct emergency rulemaking under RCW 34.05.350 or at least expedited rule-making pursuant to RCW 34.05.353. This is particularly justified given that the incentives offered under SB 6175 are very similar to those authorized under RCW 82.92, which is implemented under the Department's existing rules 458-_____. In short, there is no need to "re-invent the wheel" when developing rules for the new program under SB 6175. Section 4 sets forth the requirements for a municipality to establish the sales and use tax deferral program for redevelopment of underutilized commercial properties into affordable housing. Based on our understanding of RCW 43.06.010 and RCW 82.01.060 the Governor maintains the executive authority to direct Department of Revenue (DOR) staff to direct, or in this circumstance, expedite, the rulemaking process.~~

Our Spokane developers stand ready to convert existing buildings in our downtown core to new and affordable housing; however, based on the overly long proposed rulemaking timeline

Commented [CW1]: RCW 43.06.010 says nothing about ordering expedited rule-making nor does RCW 82.01.060 even refer to the Governor. Plus neither acknowledges the existence of the rule-making requirements under RCW 34.05. I have re-written accordingly, but it is not a solid legal argument.

I think the better argument is that SB 6175 is a program very similar to that authorized under SB 5755, now codified under RCW 82.92. Surely DOR has implemented those rules by now? (I couldn't find them as I typed this...)

combined with unfortunate language within the [new](#) law regarding the timing of projects, we are concerned that developers are disincentivized from moving forward on projects that fall under this policy, effectively hitting “[pause](#)” on needed downtown housing developments [that could be accelerated under this program](#).

A successful mitigation of this housing crisis will mean implementing new processes and innovative thinking to address our statewide problems head-on. Spokane has shown its ability to lead on housing policy and initiatives as demonstrated through the successful Building Opportunity and Choices for All Act. The Smart Cities award you presented to us earlier this year was a tremendous achievement for our City of Spokane planning staff and city leadership.

The undersigned members of the Spokane City Council thank you for your consideration. Again, for the sake of those needing affordable housing options in our community, we urge you to consider this critical request.

Committee Briefing Paper Finance & Administration Committee

Committee Date	June 24, 2024
Submitting Department	City Council
Contact Name	Chris Wright
Contact Email & Phone	cwright@spokanecity.org / 625-6210
Council Sponsor(s)	Wilkerson Cathcart
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10
Agenda Item Name	Ordinance Establishing City Holidays
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Current city holidays are set forth in SMC 03.03.010, and include seven holidays, including New Year’s, Memorial Day, July 4, Labor Day, Thanksgiving and the Friday after, and Christmas Day. Other employee holidays are governed in large part by collective bargaining agreements.</p> <p>This ordinance would amend SMC 03.03.010 by adding Martin Luther King Day (the third Monday of February), Lunar New Year (first day of first lunar month), and Juneteenth (June 19) as official city holidays commencing in 2025.</p> <p>Currently MLK Day and Juneteenth are official holidays of the State of Washington.</p>
Fiscal Impact	
Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: Click or tap here to enter text. Current year cost: None known Subsequent year(s) cost: Unknown	
<p>Narrative: Fiscal impact of adding these holidays is unclear at this time. Because employee holidays are governed by this SMC and collective bargaining agreements, the actual impact on City operations may vary depending whether the ordinance change actually results in additional employee holidays for specific bargaining units. This analysis is ongoing.</p>	
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? Unknown at this time	
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A	
Other budget impacts: (revenue generating, match requirements, etc.) Not known at this time	

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

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

The point of this ordinance is to give official recognition – in the form of an official city holidays that already receive state recognition – for individuals and events of cultural significance to Spokane communities of color, and which are celebrated locally at this time.

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

Not applicable.

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

Not applicable

- 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?

Under SMC 01.03.030 the official motto of the City of Spokane is “In Spokane We all Belong.” Adding these holidays is consistent with this motto and gives further municipal recognition to icons and events important to Spokane’s communities of color.

Council Subcommittee Review

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

There has not been subcommittee review. It is possible the ordinance will receive review of the Equity Subcommittee at a future date.

ORDINANCE NO. C-_____

AN ORDINANCE designating the Lunar New Year, Juneteenth and Martin Luther King Jr. Day and Juneteenth as official City of Spokane holidays, making technical corrections to Chapter 03.03 of the Spokane Municipal Code, amending Section 03.03.010 of the Spokane Municipal Code, making technical corrections to Section 03.03.050 of the Spokane Municipal Code and adding a new section 03.03.070 to the Spokane Municipal Code.

WHEREAS, recognizing the cultural diversity of our community enriches the social fabric and promotes a comprehensive understanding and appreciation among its members; and

WHEREAS, Martin Luther King Jr. was a pivotal figure in the American civil rights movement and known for compassionate and insightful statements on civil rights, racial equality, and non-violence as a form of civil protest; and

WHEREAS, “Martin Luther King Jr. Day” was officially adopted by the United States Congress in 1983 and first observed at the federal level on January 20, 1986; and is a day of service and celebrates the life, legacy, and achievements of the civil rights leader; and

WHEREAS, Lunar New Year, a significant celebration for many Asian communities, marks the beginning of the lunar calendar and is a time of festivity and family reunions, reflecting the rich cultural heritage and contributions of these communities to our society; and

WHEREAS, since its celebrated return in 2022 after an 87-year hiatus, the Lunar New Year festival has rapidly grown in popularity in Spokane, drawing significant participation from the community and demonstrating the vibrant cultural heritage and traditions of the Asian communities within the city; and

WHEREAS, Juneteenth, commemorating the end of slavery in the United States, serves as a historical milestone that promotes reflection, education, and celebration of freedom and justice for all citizens; and

WHEREAS, recognizing the significance of Juneteenth as a pivotal moment in American history, the United States Congress has officially designated June 19th as a

federal holiday, further affirming its national importance and acknowledging the ongoing pursuit of equality and justice for all; and

WHEREAS, Juneteenth is the oldest nationally/internationally celebrated commemoration of the ending of slavery in the United States;

WHEREAS, both Martin Luther King Jr. Day and Juneteenth are recognized as official state holidays by the State of Washington; and

WHEREAS, the City Council ~~and the Mayor~~ of the City of Spokane wish to formally establish Martin Luther King Jr. Day, Lunar New Year, and Juneteenth as official holidays of the City of Spokane,

NOW THEREFORE, the City of Spokane does ordain:

Section 1. Section 03.03.010 of the Spokane Municipal Code is amended as follows:

Section 03.03.010 Legal Holidays Specified

Commencing January 1, 2025, ((The)) the following days each year are legal holidays during which all offices, including municipal court, are closed to the transaction of business, except ((the)) essential ((departments)) operations:

A. The first day of January, commonly called “New Year’s Day.”

B. The day corresponding to the first day of the first lunar month, commonly known as “Lunar New Year”, which may vary each year.

CB. The third Monday of February, commonly called “Martin Luther King. Jr. Day.”

((B)) GD. The last Monday of May, commonly known as “Memorial Day.”

ED. The nineteenth of June, commonly called “Juneteenth.”

((G)) FE. The fourth day of July, commonly known as “Independence Day.”

((D)) GF. The first Monday in September, commonly known as “Labor Day”.

((E)) ~~HG~~. The fourth Thursday of November, commonly known as “Thanksgiving Day”.

((F)) ~~IH~~. The Friday following Thanksgiving Day; and

((G)) ~~J~~. The twenty-fifth day of December, commonly known as “Christmas Day”.

Section 2. Section 03.03.050 of the Spokane Municipal Code is amended as follows:

Section 03.03.050 Non-uniformed Employees

For non-uniformed employees on a work schedule other than Monday through Friday, the following holiday policy applies:

- A. When a holiday observed by the City falls on an employee’s first day of rest, the preceding day is recognized as ((his)) that employee’s holiday.
- B. When a holiday observed by the City falls on an employee’s second day of rest, the following day is recognized as ((his)) that employee’s holiday.
- C. If an employee is required to work on ((his)) a holiday as outlined in subsections (A) and (B) of this section due to essential operations, ((he)) that employee is compensated at one and one-half times ((his)) the employee’s hourly rate ((in addition to straight-time pay)) or as otherwise set forth pursuant to that employee’s collective bargaining agreement.

Section 3. There is added to Chapter 03.03 of the Spokane Municipal Code a new Section 03.03.070 to read as follows:

Section 03.03.070 Essential Operations

For purposes of this Chapter 03.03, the term “essential operations” shall mean:

- A. The Police Division;
- B. The Fire Division; and
- C. Any city department, division, or function designated as an “essential operation” by the Mayor.

Section 4. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 5. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____, 2024.

Council President

Attest

Approved as to Form

City Clerk

City Attorney

Mayor

Date

Effective Date

ORDINANCE NO. C

AN ORDINANCE prohibiting illegal encampments near facilities offering comprehensive support services and amending Title 12, Chapter 12.02, of the Spokane Municipal Code ~~to enhance enforcement of illegal camping activities around viaducts and comprehensive support services.~~

WHEREAS, the Spokane Municipal Code prohibits illegal camping within the city limits, including riverbanks, natural areas, public parks and on other public property ; and

WHEREAS, the citizens of Spokane in 2023 voted to amend the Spokane Municipal Code and expand the prohibition on illegal camping to those areas within one thousand feet of schools, day cares, and parks; and

WHEREAS, homeless and unhoused individuals will often camp at or near addiction treatment facilities, behavioral health facilities, or other support facilities, posing a threat to individuals seeking and receiving services at those facilities; and

WHEREAS, it is the desire of the City Council to expand the prohibition against unlawful camping to include areas that provide essential recovery services for the Spokane community,

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. Section 12.02.1002 of the Spokane Municipal Code is amended to read as follows:

The following definitions are applicable in this chapter unless the context otherwise requires:

- A. "Camp" means to pitch, erect or occupy camp facilities, or to use camp paraphernalia or both, for the purpose of, or in such a way as will facilitate, outdoor sheltering for living accommodation purposes or for remaining outdoors overnight, or using a camper, recreational vehicle, trailer, or other vehicle for living accommodation purposes or for the purpose of remaining overnight.
- B. "Camp facilities" include, but are not limited to, tents, huts, temporary shelters, campers, recreational vehicles, or trailers.
- C. "Camp paraphernalia" includes but is not limited to tarpaulins, cots, beds, sleeping bags, hammocks or cooking facilities and similar equipment.
- D. "Park or park facility" means any real property, building, structure, equipment, sign, shelter, swimming pool, vegetation, playground, or other physical property owned or controlled by the City for park purposes. Park or park facility includes all associated areas, including but not limited to parking lots for parks and pools. All park property, whether developed or undeveloped, including adjacent buffer lands,

conservation lands and natural areas, shall be considered to be a “park facility” for purposes of this chapter.

- E. “Public property” shall mean any City-owned property, including but not limited to, parks or park facilities, riverbanks, waterways, conservation areas, natural areas, rights of way, easements, buildings, bridges, or other land or physical structures owned or managed by the City.
- F. “Public Tree” is a tree on City-owned property or on the public right-of-way abutting City-owned property. A public tree may also be a street tree. “City-owned property” does not refer to the right-of-way.
- G. “Right-of-way” means any street, avenue, boulevard, highway, sidewalk, alley, passageway, or other thoroughfare, whether abutting public or private property, used for vehicular or pedestrian travel.
- H. “Street tree” means any tree or shrub located within the public right-of-way.
- I. “Comprehensive Support Services” means services encompassing addiction recovery services, resource distribution centers, congregate shelters, transitional or non-permanent housing. Such services include, but are not limited to, behavioral health services providers as defined in RCW 71.05.020.

~~H. _____.~~

~~I. “Comprehensive Support Services” means services encompassing recovery services, resource distribution centers, congregate shelters, transitional or non-permanent housing.~~

Section 2. Section 12.02.1010 of the Spokane Municipal Code is amended as follows:

A. Prohibition

- 1. No person may camp in or upon any public property including, but not limited to, on conservation lands and natural areas abutting the Spokane River, Latah Creek and their tributaries, unless specifically authorized by declaration of the Mayor in emergency circumstances.
- 2. At all times, regardless of the availability of shelter, it is unlawful to camp where such activity poses:
 - a. a substantial danger to any person,
 - b. an immediate threat and/or an unreasonable risk of harm to public health or safety, or

- c. a disruption to vital government services.

In such circumstances, the encampment shall be subject to expedited removal pursuant to SMC 12.02.1011.

- 3. At all times, regardless of the availability of shelter space or beds, it is unlawful to camp or store personal property, including camp facilities and camp paraphernalia, or to have unauthorized encampments, at any time in the following locations:
 - a. Underneath or within 50 feet of any railroad viaduct located within the Spokane Police Department's Downtown Precinct boundary as shown out in Exhibit A; and
 - b. Within ~~((three blocks))~~ one thousand (1000) feet of any ~~((congregate shelter))~~ facility providing comprehensive support services, provided that signs are posted prohibiting camping that are clearly visible to pedestrians.
 - c. In public within one thousand (1,000) feet of the perimeter of the grounds of a park (SMC Section 12.06A.030(B&D)), a day care center or child care facility (RCW 35.63.170(3-4)), or a public or private school (RCW 28A.150.010 and RCW 28A.195.010).

Section 3. Rule-Making. The Department of Community and Economic Development is authorized to promulgate a public rule consistent with, and necessary to implement and enforce, the provisions of Sections 12.02.1000 through 12.02.1012 of the Spokane Municipal Code. Any public rule promulgated under this chapter shall be submitted to the city council for approval by resolution no later than the date of its adoption or within 60 days of the effective date of this ordinance, whichever is later.

Section 4. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 5. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on June _____, 2024.

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date

Committee Briefing Paper

Finance & Administration Committee

Committee Date	06/24/24
Submitting Department	City Council – CM Bingle
Contact Name	Candi Davis
Contact Email & Phone	625-6719 / cldavis@spokanecity.org
Council Sponsor(s)	Bingle Cathcart Wilkerson Zappone
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10 minutes
Agenda Item Name	0320 - Amendment to Charter Provisions on Council Vacancies
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 legislation includes both an ordinance and resolution, which together are designed to place on the November 5, 2024 ballot a proposed city charter amendment altering the method for filling council and mayoral vacancies.</p> <p>Section 8.B of the Charter provides that council vacancies are filled by selection of a qualified individual approved by a majority of the remaining council members. Section 8.C of the charter provides that a vacancy in the council president and mayor positions are filled in the same manner, or by selection of a current council member.</p> <p>The proposed charter change would require that any vacancy in a council member position, including the council president, as well as a vacancy in the mayor’s position, will be filled via a special election. In each case the electors would be those voters in the district represented by the council seat, and in the case of the council president or mayor, the election would be city-wide. The election is to be held within 120 days of the vacancy, and the individual elected would serve the remainder of the term.</p> <p>Traditionally the council proposes charter changes via an ordinance that specifies the exact changes and indicates it is adopted upon approval of the voters. The process also includes a resolution requesting the auditor hold the election, setting forth the ballot language, and providing an explanatory statement, all as provided by state law.</p> <p>Emergency Clause: There is no emergency clause in this ordinance.</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>Undetermined</u> Current year cost: Estimated \$150,000 Subsequent year(s) cost: TBD	
Narrative: There will be a charge for placing the charter change on the November ballot, and a charge for subsequent special elections in the event the charter change is adopted by voters and council vacancies occur thereafter. The actual charge varies on the number of jurisdictions appearing on the November ballot (who then share the cost of the election) and if any jurisdictions appear on special election ballots later.	

Funding Source One-time Recurring N/A

Specify funding source: Reallocation

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

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?

Presumably historically excluded communities would have a greater voice in in the selection of candidates to fill any vacancy with the opportunity to vote for a candidate of their choosing. Current process of filling vacancy by appointment does not assure any representative choice on the council or the mayor's office.

- 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. The proposed legislation relates to process for selecting individuals to fill a vacancy on the council or n the mayor's office.

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

The city voters will determine whether the process of filling vacancies is effective and representative.

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

The City Charter is the bedrock instrument governing City affairs, and is adopted (and amended) by the voters of Spokane. All other city policies, ordinances and other documents are subordinate to the City Charter. If adopted, the charter change would reflect the will of city citizens.

Council Subcommittee Review

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

Not reviewed. No applicable subcommittee.

ORDINANCE NO. C-_____

An ordinance submitting a ballot proposition to the voters of the City of Spokane amending the process for appointing individuals to city council vacancies by amending section 8.B of Article II, and declaring an emergency.

WHEREAS, state law regulates the filling of vacancies in local elective offices, and provides that vacancies for elective offices in first-class cities and charter cities shall be filled as provided in the local charter; and

WHEREAS, the City of Spokane is a first-class city and has adopted a charter for the governance of its affairs, including provisions relating to elective offices; and

WHEREAS, Section 8.B of Article II of the Spokane City Charter provides that vacancies in city council offices shall be filled by selection of a qualified individual and approved by a majority vote of the remaining members of the city council; and

WHEREAS, the current method of filling of council vacancies generates an unnecessarily divisive and partisan selection process, and results in the appointment of individuals who may not fully or accurately the views or preferences of those citizens residing in the council district affected by the vacancy, and

WHEREAS, the current method of filling vacancies is nearly as time-consuming as the conduct of a special election, and can result in an individual serving more than two years as a member of the city council without having been approved by those citizens residing in the council district affected by the vacancy; and

WHEREAS, the City Council recommends to the people of Spokane that the City Charter be amended to ensure prompt election of qualified individuals to fill council vacancies rather than by appointment of the City Council; and

WHEREAS, altering the City Charter provisions with respect to council vacancies will enhance democratic participation and ensure that elected representatives are chosen directly by the constituents they will serve; and

WHEREAS, pursuant to Section 125 of the City Charter, amendment of the Charter requires a majority vote of the electorate of the City; and

WHEREAS, submissions for ballot propositions for the November 5, 2024 general or special election must be submitted to the Spokane County Auditor no later than August 6, 2024; and

WHEREAS, pursuant to Section 19.B of the City Charter, the effective date of an ordinance not passed on an emergency basis is thirty (30) days after “the date that it is approved by, or ten days after it is presented to, the mayor,” and the effective can be longer if there is a mayoral veto of the ordinance that is overridden by the city council; and

WHEREAS, Section 01.01.080 Spokane Municipal Code, recently adopted by the City Council and effective July 11, 2024, specifies requirements for emergency ordinances, including an explanation why it is necessary for the immediate preservation of the public peace, health or safety or for the immediate support of City government and its existing public institutions, and further a finding that the situation addressed by the ordinance is “sudden, unexpected, and requires immediate action to prevent or mitigate the threat” and also a finding that “the normal course of legislative procedures of the City Council cannot timely address the threat without causing or exacerbating harm to the community or government functions,” and

WHEREAS, the City Council finds that, pursuant Section 01.01.080 of the Spokane Municipal Code, the appointment of individuals for vacant council position is a significant question implicating a fundamental element of democratic representation in the City of Spokane, and is thus a question needing resolution for the immediate support of City government and its existing institutions, and one that, to be placed before the voters by November 5, 2024 requires immediate action that cannot be addressed through the normal course of legislative procedures; and

WHEREAS, pursuant to City Charter Section 19.A, City Council further finds that an urgency and emergency exists such that this ordinance is needed for the immediate preservation of the public peace, health, or safety, and/or for the immediate support of City government and its existing public institutions.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Article II, Section 8 of the City Charter of the City of Spokane is amended to read as follows:

Section 8: Vacancies

- A. The office of mayor, council president, or council member shall be deemed vacant because of:
1. failure to qualify within ten days after certification of election or as otherwise provided by state law, or
 2. death, or
 3. resignation, or
 4. removal from office by recall, or
 5. failure to maintain residency requirement of the office, or
 6. absence by the council president or a council member from four consecutive regularly scheduled meetings of the city council without being excused by the council, or
 7. conviction of a felony, or
 8. incompetency judicially declared.
- B. ~~((A vacancy on the council of a council member elected by district shall be filled by the selection of a qualified person, resident in the district in which the vacancy occurs, by majority vote of the remaining members of the council. The appointee so selected holds office until the next general municipal election at which election a person is elected to the office for the unexpired term, or for the next full term, as the case may be.))~~ In the event of a vacancy in the office of City Council member, a special election shall be held within the district where the vacancy has occurred. The election shall be held within 120 days of the vacancy, and the elected individual shall serve for the remainder of the unexpired term. If the vacancy occurs less than 120 days before a scheduled municipal election, the seat shall be filled at that municipal election instead of a special election. Candidates must file for the special election no later than 60 days before the special election.
- C. In the event of a vacancy in the office of mayor ~~((or council president))~~, the remaining members of the council may follow the procedure of Section 8(B), or they may elect one of their number to the vacant office of mayor or council president and follow the procedure of Section 8(B) to appoint a person from the district in which the vacancy occurred to the position left vacant by the person assuming the office of mayor ~~((or council president))~~.
- D. The office of municipal court judge shall be deemed vacant because of:
1. death,
 2. disability, or

3. Resignation

- E. A vacancy of a municipal court judge shall be filled by the mayor, for the remainder of the unexpired term. The appointment shall be subject to confirmation by the city council. The appointed judge shall be qualified to hold the position of judge of the municipal court as provided in Chapter 3.50 RCW.

Section 2. That this ordinance be submitted to the voters of the City of Spokane for their approval or rejection at a special election to be held February 13, 2024 in conjunction with the scheduled general election, as the following proposition:

CITY OF SPOKANE PROPOSITION NO.1

Amendment to the City Charter Regarding Vacant City Council Positions

"Shall the Spokane City Charter be amended to modify the process for filling vacancies on the City Council, or a vacancy in the Council President position, by requiring that all vacancies be filled by holding of a special or general election to allow the voters of the City of Spokane to select duly qualified individuals, as set forth in Ordinance C-XXXXX?"

- Yes
- No

Section 3. Severability

If any provision of this charter amendment or its application to any person or circumstance is held invalid, the remainder of the amendment or the application of the provision to other persons or circumstances is not affected. |

Section 4. Effective Date

This ordinance shall be deemed adopted by the City Council immediately and, if approved by the voters at the special election to be held on Tuesday, November 5, 2024, shall take effect and be in full force upon the issuance of the certificate of election by the Spokane County Auditor's Office. All vacancies occurring after the effective date of this amendment shall be filled in accordance with the procedures specified herein.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date

RESOLUTION NO. 2024-_____

A RESOLUTION REQUESTING THE SPOKANE COUNTY AUDITOR TO HOLD A SPECIAL ELECTION IN CONJUNCTION WITH THE SCHEDULED GENERAL ELECTION ON NOVEMBER 5, 2024 TO SUBMIT TO THE ELECTORS OF THE CITY OF SPOKANE A PROPOSITION REGARDING AN AMENDMENT TO THE SPOKANE CITY CHARTER RELATING TO FILLING OF VACANCIES IN THE OFFICE OF MAYOR, COUNCIL PRESIDENT, AND CITY COUNCIL.

WHEREAS, pursuant to Section 125 of the City Charter, the City Council, of its own motion, may submit to popular vote for adoption or rejection at any election, proposed amendments to the City Charter; and

WHEREAS, RCW 29A.04.330(3) requires the City to present a resolution calling for a special election on the general election date to the Spokane County Auditor no later than the date of the primary election.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Spokane, pursuant to Section 125 of the City Charter, that:

- 1) the Spokane County Auditor is hereby requested pursuant to RCW 29A.04.330 to call a special municipal election to be held on November 5, 2024 for the purpose of submitting to the electors of the City of Spokane for their approval or rejection the following proposition:

CITY OF SPOKANE

PROPOSITION NO. 1

Amending City Charter Provisions Regarding Vacancies in Elective City Positions

"Shall the Spokane City Charter be amended to modify the process for filling vacancies on the City Council, or a vacancy in the Council President position, or a vacancy in the Mayor's office, by requiring that all such vacancies be filled by holding of a special or general election to allow the voters of the City of Spokane to select duly qualified individuals, as set forth in Ordinance C-XXXXX?"

Yes.....□

No.....□

2) the City Clerk is directed to deliver a certified copy of this resolution to the Spokane County Auditor no later than December August 6, 2024.

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

City Clerk

Approved as to form:

Assistant City Attorney

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 06/24/2024**Committee Agenda type:** Information Only**Date Rec'd**

6/13/2024

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

MAYOR

Bid #**Contact Name/Phone**

ADAM 6779

Requisition #**Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

Agenda Item Type

Information Only - Committee

Council Sponsor(s)

MCATHCART

Agenda Item Name

LETTER FROM MAYOR BROWN TO THE CIVIL SERVICE COMMISSION

Agenda Wording

Information Only: Letter from Mayor Brown to the Civil Service Commission requesting rules review to consider implementation of SB 6157.

Summary (Background)

Mayor Brown sent the Civil Service Commission a letter on June 12th requesting the initiation of a narrow rules review process to consider the adoption of examination scoring criteria that awards additional points to a City of Spokane applicant's score who is fluent in multiple languages or has specific professional experience to include service in the AmeriCorps.

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 \$ #

\$ #

\$ #



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

Division Director

Accounting Manager

Legal

For the Mayor

Additional Approvals

Distribution List

amcdaniel@spokanecity.org

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	June 24, 2024
Submitting Department	Mayor's Office
Contact Name	Adam McDaniel
Contact Email & Phone	amcdaniel@spokanecity.org
Council Sponsor(s)	N/A
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 0 minute
Agenda Item Name	Letter from Mayor Brown to the Civil Service Commission requesting rules review to consider implementation of SB 6157
Proposed Council Action	<input type="checkbox"/> Approval to proceed to Legislative Agenda <input checked="" type="checkbox"/> Information Only
Summary (Background)	Mayor Brown sent the Civil Service Commission a letter on June 12 th requesting the initiation of a narrow rules review process to consider the adoption of examination scoring criteria that awards additional points to a City of Spokane applicant's score who is fluent in multiple languages or has specific professional experience to include service in the AmeriCorps.
<p>*use the Fiscal Impact box below for relevant financial information</p>	<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: <u>N/A</u></p> <p> Current year cost: N/A</p> <p> Subsequent year(s) cost:</p> <p>Narrative: 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?</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
This rule proposal seeks to improve the City's outreach and communication to the growing number of residents who speak a language other than English.	
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?	
Civil Service collects general data on City of Spokane applicants for service.	

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

The goal of this Civil Service rule request is to improve recruitment and hiring of City of Spokane applicants who possess language proficiency in a language other than English to reduce barriers and improve communication and outreach to residents. The Administration will work with the Human Resources Department, Civil Service and the Office of Civil Rights, Equity, and Inclusion to collect and track the City's progress on this priority.

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

Spokane Municipal Code 18.11



Mayor Lisa Brown

June 12, 2024

Civil Service Commission
4th Floor, City Hall
808 W. Spokane Falls Blvd
Spokane, Washington 99201

Dear Chair Stephens and Civil Service Commissioners,

I am requesting a narrow rules review be initiated to consider the adoption of examination scoring criteria reflecting Senate Bill 6157 which became effective on June 6, 2024.

The Washington State Legislature passed Senate Bill 6157 with bipartisan support from our 3rd and 6th Legislative District legislators. This bill was championed by the Association of Washington Cities and the Washington Association of Sheriffs and Police Chiefs. This bill allows a civil service agency to:

- *add up to an additional 10 percentage points to the passing grade of an applicant's score who has obtained full professional proficiency or who is completely fluent as a native speaker in two or more languages other than English.*
- *add up to an additional 5 percentage points to the passing grade of an applicant's score who has obtained full proficiency or who is completely fluent as a native speaker in one language other than English.*
- *add up to an additional 5 percentage points to the passing grade of an applicant's score with specific professional experience to include service in AmeriCorps.*

The growing number of Spokane residents speaking a language other than English creates a growing need for City of Spokane bilingual/multilingual employees.

U.S. Census Bureau survey data from 2022 found nearly 8% of Spokane residents reported speaking a language other than English at home. 34.7% of these residents reported speaking English less than "very well".

A Better Way Starts Here

808 W. Spokane Falls Blvd. • Spokane, Washington 99201-3335
Phone: 509.625.6250 FAX: 509.625.6563



Mayor Lisa Brown

Languages Spoken at Home	Total – Spokane County	Percent – Spokane County
English	475,773	92.3%
Other Indo-European Languages	14,010	2.7%
Spanish	12,123	2.4%
Asian & Pacific Island Languages	9,176	1.8%
Other Languages	4,626	0.9%

Spokane Public Schools (SPS) has also seen a significant increase in English Language Learners over the last decade. SPS estimates students throughout the district represent nearly 80 different languages.¹

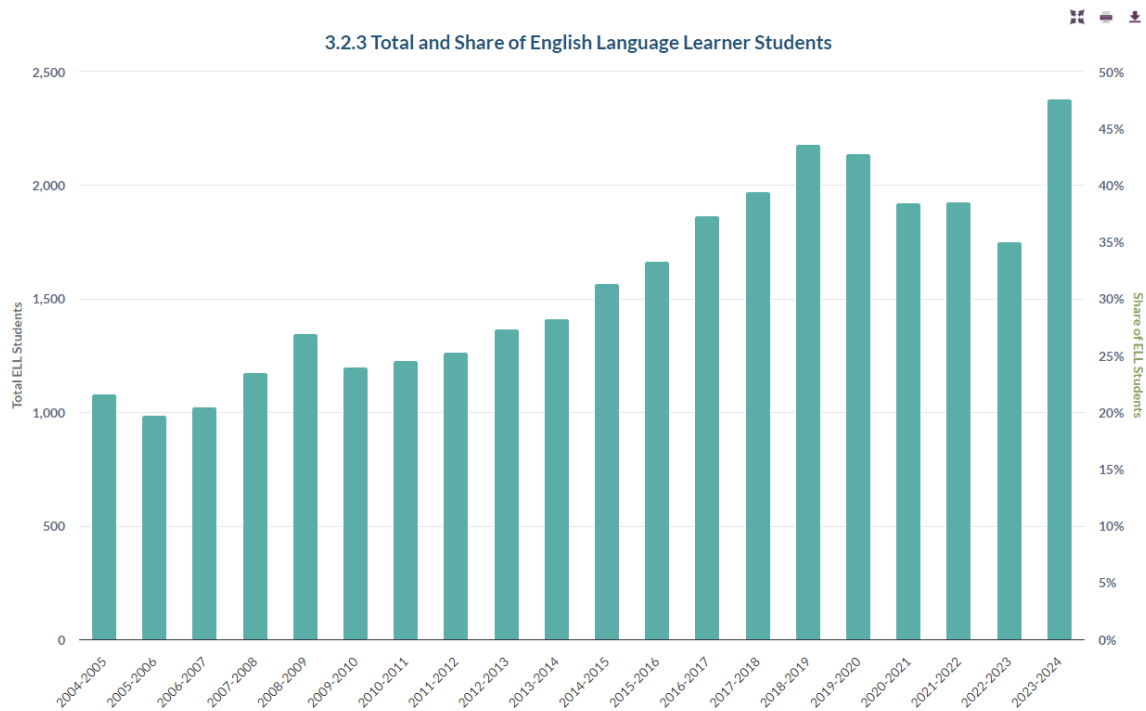


Figure 1 Spokane Community Indicators

¹ <https://www.spokaneschools.org/Page/932>

A Better Way Starts Here

808 W. Spokane Falls Blvd. • Spokane, Washington 99201-3335
 Phone: 509.625.6250 FAX: 509.625.6563



Mayor Lisa Brown

In 2023, the City Council adopted Ordinance C36449 establishing a language access program in municipal proceedings. The law has several components including prioritizing language access services during emergencies:

“During a crisis, emergency, or public safety situation, all city departments shall make it a priority to offer language access services and, ensure interpretation and translation services are present and available to assist [Limited English Proficiency] residents with critical language needs, including, but not limited to, Marshallese and American Sign Language or alternative accommodations.”

It is critical that we actively seek applicants who can help us remove language barriers and improve communication and outreach to our residents who speak a language other than English. I look forward to continuing this conversation in the rules review process.

Thank you for your service to the City and residents of Spokane.

Sincerely,

Lisa Brown
Mayor, City of Spokane

cc Spokane City Council
Jerrall Haynes, Office of Civil Rights, Equity, and Inclusion

A Better Way Starts Here

808 W. Spokane Falls Blvd. • Spokane, Washington 99201-3335
Phone: 509.625.6250 FAX: 509.625.6563



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 06/24/2024

Committee Agenda type: Discussion

Date Rec'd

6/13/2024

Clerk's File #

Cross Ref #

Project #

Council Meeting Date: 07/15/2024

Submitting Dept

MAYOR

Bid #

Contact Name/Phone

ADAM 6779

Requisition #

Contact E-Mail

AMCDANIEL@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

MCATHCART

Agenda Item Name

ORDINANCE AMENDING SERS BOARD MEMBERSHIP

Agenda Wording

The Spokane Employees' Retirement System (SERS) Board administers the retirement system and retirement fund for City of Spokane employees except police and fire department employees.

Summary (Background)

As part of the comprehensive budget review process, the Mayor seeks to add additional financial expertise to the administration of the retirement system and Employees' Retirement Fund with the goal of improving overall retirement system health and performance. After conversations and with support of the SERS Board members representing employees, this ordinance adds the Mayor or designee to the SERS and an additional employee representative to take the Board composition to nine members.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

Narrative

Amount

Budget Account

Select

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

JONES, GARRETT

Division Director

Accounting Manager

BUSTOS, KIM

Legal

SCHOEDEL, ELIZABETH

For the Mayor

PICCOLO, MIKE

Additional Approvals

Distribution List

amcdaniel@spokanecity.org

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	June 24, 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	Ordinance Amending SERS Board Membership
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The Spokane Employees' Retirement System (SERS) Board administers the retirement system and retirement fund for City of Spokane employees except police and fire department employees.</p> <p>The SERS Board membership is governed by SMC 04.14.040 and currently consists of seven members:</p> <ul style="list-style-type: none"> • 3 members are nominated by the Mayor and appointed by the City Council. Currently, a City Council member assumes one of these positions. • 3 members are City of Spokane employees eligible for the retirement system elected by City of Spokane employees eligible for the system. • 1 member is appointed by the other six board members. He or she may not be an employee or elected official in the city. <p>The SERS Board has the power to direct investments of the retirement fund, change the rates of contribution, and adopt mortality and service tables to determine retirement benefit calculations.</p> <p>As part of the comprehensive budget review process, the Mayor seeks to add additional financial expertise to the administration of the retirement system and Employees' Retirement Fund with the goal of improving overall retirement system health and performance. After conversations and with support of the SERS Board members representing employees, this ordinance adds the Mayor or designee to the SERS and an additional employee representative to take the Board composition to nine members.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: <u>N/A</u></p> <p> Current year cost: N/A</p> <p> Subsequent year(s) cost:</p> <p>Narrative: <u>This ordinance has no financial impact.</u></p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc?</p>	

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 ordinance impacts internal City operations only.

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?

Each year, the SERS Board produces a comprehensive year-end annual report that provides the fund's financial statement, actuarial data, and information related to investments. This report does not collect or provide demographic information. SERS annual reports may be found at spokanesers.org.

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

The addition of the Mayor or designee is intended to add additional expertise and Finance Division support to the SERS Board with the goal of improving overall retirement system health and performance. Data will be collected and reported through the SERS Annual 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?

City of Spokane Charter Section 24

Spokane Municipal Code 03.05

Spokane Municipal Code 04.14

ORDINANCE NO. C - _____

An ordinance relating to the membership of the Spokane Employees' Retirement System Board; amending SMC section 4.14.040.

WHEREAS, Spokane Employees' Retirement System (SERS) Board administers the retirement system and retirement fund for City of Spokane employees and elected officials except police and fire department employees; and

WHEREAS, SERS Board has the power to direct investments of the retirement fund, change the rates of contribution, and adopt mortality and service tables to determine retirement benefit calculations; and

WHEREAS, SERS Board membership is governed by SMC 04.14.040 and currently consists of seven members with equal employee and Council appointees and one member selected by the other six members; and

WHEREAS, as part of the comprehensive budget review process, the Mayor seeks to add additional financial expertise to the administration of the retirement system and Employees' Retirement Fund with the goal of improving overall retirement system health and performance.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That SMC section 4.14.040 is amended to read as follows:

4.14.040 Membership – Selection

A. The board consists of ~~((seven (7)))~~ nine (9) members.

1. Three (3) board members are appointed by the city council.

2. ~~((Three (3)))~~ four (4) board members are elected from employees eligible for the retirement system by such eligible employees; ~~((and))~~

3. The Mayor or the Mayor's designee.

~~((3))~~ 4. One (1) board member, who may not be an elected official or employee of the City, is appointed by the other ~~((six (6)))~~ eight (8) board members.

B. Terms.

1. The board members appointed by the city council serve at the pleasure of the city council.

2. The elected employee board members serve staggered three-year terms commencing on the first Monday in July.

3. The Mayor or designee serves during the Mayor's term of office.

~~((3))~~ 4. The ~~((seventh))~~ ninth board member serves a four-year term.

4. A vacancy is filled and a replacement is made in the same manner as original selections, except that a vacancy in one of the elected employee positions is filled by appointment by the other two elected employee board members, which appointment is until the next annual election.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 06/24/2024

Committee Agenda type: Discussion

Date Rec'd

6/13/2024

Clerk's File #

Cross Ref #

Project #

Council Meeting Date: 07/15/2024

Submitting Dept

HUMAN RESOURCES

Bid #

Contact Name/Phone

MIKE ORMSBY 6278

Requisition #

Contact E-Mail

MORMSBY@SPOKANECITY.ORG

Agenda Item Type

Special Budget Ordinance

Council Sponsor(s)

BWILKERSON MCATHCART ZZAPPONE

Agenda Item Name

0620 SPECIAL BUDGET ORDINANCE – Q2 2024, QUARTERLY RANGE CHANGES

Agenda Wording

Q2 2024, Quarterly Range Changes

Summary (Background)

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

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? NO

Total Cost \$ 42,000-56,000

Current Year Cost \$ 21,000-28,000

Subsequent Year(s) Cost \$ cost ranges above multiplied by COLA applicable to that year

Narrative

Existing personnel budgets are expected to cover the increased expense due to vacancy savings. If vacancy savings aren't sufficient, the increase will be funded with unappropriated fund balance.

Amount

Budget Account

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

Council Briefing Paper

Finance & Administration Committee

Committee Date	June 24, 2024						
Submitting Department	Human Resources						
Contact Name	Michael Ormsby						
Contact Email & Phone	mormsby@spokanecity.org x6278						
Council Sponsor(s)	Betsy Wilkerson, Michael Cathcart						
Select Agenda Item Type	<input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes						
Agenda Item Name	Special Budget Ordinance – Q2 2024, Quarterly Range Changes						
Grant Item	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No						
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda						
Summary	The City’s Human Resources Department conducted an internal and external salary analysis of the below positions due to a change in duties and job responsibilities. The individual positions affected by the salary analysis are listed below. Upon approval, these range changes will be put into effect in the HR system and incumbents’ pay will be adjusted.						
What is the specific purpose or need for the budget adjustment?							
What changes or developments have triggered this request?							
	Union	SPN	Title	From Grade	To Grade	Former Range	New Range
	Civil Service Request						
	MPB	256	Planner I	35	37	\$60,030.00 - \$84,856.32	\$62,994.96- \$89,115.84
	MPB	257	Planner II	41	42	\$69,426.00 - \$98,344.80	\$70,971.12- \$100,725.12
	MPB	258	Senior Planner	46	47	\$78,320.88 - \$110,977.20	\$80,262.72- \$113,503.68
	MPB	260	Principal Planner	50	51	\$85,691.52 - \$121,793.04	\$88,468.56- \$125,927.28
	Local 270	171	Inventory Control Specialist	30	33	\$45,539.28 \$71,534.88	\$48,587.76- \$76,003.20
	MPB	038	Community Risk Reduction Manager	38	42	\$64,435.68- \$91,245.60	\$70,971.12- \$100,725.12
	MPB	365	Senior Case Manager	N/A	38	N/A	\$64,435.68- \$91,245.60
	MPB	363	Social Work Case Manager	N/A	35	N/A	\$60,030.00- \$84,856.32
	Local 270	628	Vehicle Commissioning Technician	34	36	\$49,757.04- \$77,527.44	\$51,636.24- \$80,638.56
	Local 270	628C	MECP Vehicle Commissioning Technician	36	38	\$51,636.24- \$80,638.56	\$52,909.92- \$84,689.28
	<i>continued on the next page...</i>						

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
Director Request						
Non-Rep	733A	Legislative Assistant I	23	24	\$46,666.80-\$66,273.12	\$50,007.60-\$67,003.92
Non-Rep	733B	Legislative Assistant II	N/A	33	N/A	\$55,519.92-\$78,508.80

Fiscal Impact

Approved in current year budget? Yes No N/A

Total Cost: Citywide: \$42,000 - \$56,000 General Fund: \$33,000 - \$42,000

Current year cost: Citywide: \$21,000 - \$28,000 General Fund: \$16,500 - \$21,000

Subsequent year(s) cost: The cost in subsequent years will be the total cost ranges above multiplied by the contracted Cost of Living Adjustments (COLAs) applicable to that year.

Funding Source One-time Recurring N/A

Specify funding source: Reserves

Is this funding source sustainable for future years, months, etc? No, additional revenues or a reduction of expenses will need to occur to accommodate this in future years.

Expense Occurrence One-time Recurring N/A

Other budget impacts: Personnel budgets will not be increased for these changes. Existing personnel budgets are expected to cover the increased expense due to vacancy savings. If vacancy savings aren't sufficient, the increase will be funded with reserves or unappropriated fund balance.

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

- What are the net impacts this adjustment will have on the specifically affected line items?
No budget change will be made, but personnel expenses will increase in the affected Funds.
- What operational changes will occur because of this adjustment?
None will occur in 2024. City Council operations may be impacted with the introduction of new Legislative Assistant classifications.
- What are the potential risks or consequences of not approving the budget adjustment?
If the City's compensation plan is left unchanged, there is a risk of losing parity with the compensation plans of outside organizations, resulting in difficulty hiring or retaining existing employees.
- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?
Ensures compensation equity.

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

This SBO works to ensure compensation equity.

ORDINANCE NO _____

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

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

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

The City of Spokane does ordain:

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

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

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	256	Planner I	35	37	\$60,030-\$84,856	\$62,995-\$89,116

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

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	257	Planner II	41	42	\$69,426-\$98,345	\$70,971-\$100,725

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

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	258	Senior Planner	46	47	\$78,321-\$110,977	\$80,263-\$113,504

- 4) Change the grade and associated pay range for the Principal Planner position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	260	Principal Planner	50	51	\$85,692-\$121,793	\$88,469-\$125,927

- 5) Change the grade and associated pay range for the Legislative Assistant I position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
Non-Rep	733A	Legislative Assistant I	23	24	\$46,667-\$66,273	\$50,008-\$67,004

- 6) Change the grade and associated pay range for the Legislative Assistant II position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
Non-Rep	733B	Legislative Assistant II	N/A	33	N/A	\$55,520-\$78,509

Section 2. That in the budget of the Fire and Emergency Medical Services (EMS) Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Change the grade and associated pay range for the Community Risk Reduction Manager position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	038	Community Risk Reduction Manager	38	42	\$64,436-\$91,246	\$70,971-\$100,725

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

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	365	Senior Case Manager	N/A	38	N/A	\$64,436 - \$91,246

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

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	363	Social Work Case Manager	N/A	35	N/A	\$60,030 - \$84,856

Section 3. That in the budget of the Water Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

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

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
L270	171	Inventory Control Specialist	30	33	\$45,539-\$71,535	\$48,588-\$76,003

Section 4. That in the budget of the Sewer Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

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

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
L270	171	Inventory Control Specialist	30	33	\$45,539-\$71,535	\$48,588-\$76,003

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

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

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	256	Planner I	35	37	\$60,030-\$84,856	\$62,995-\$89,116

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

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	257	Planner II	41	42	\$69,426-\$98,345	\$70,971-\$100,725

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

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

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
L270	628	Vehicle Commissioning Technician	34	36	\$49,757-\$77,527	\$51,636-\$80,639

- 2) Change the grade and associated pay range for the MECP Vehicle Commissioning Technician position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
L270	628C	MECP Vehicle Commissioning Technician	36	38	\$51,636-\$80,639	\$52,910-\$84,689

Section 7. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to adjust pay ranges to align with salary analysis, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 06/24/2024

Committee Agenda type: Discussion

Date Rec'd

6/14/2024

Clerk's File #

Cross Ref #

Project #

Council Meeting Date: 07/08/2024

Submitting Dept

FINANCE, TREASURY & ADMIN

Bid #

Contact Name/Phone

MATT BOSTON 625-6820

Requisition #

Contact E-Mail

MBOSTON@SPOKANECITY.ORG

Agenda Item Type

Special Budget Ordinance

Council Sponsor(s)

MCATHCART BWILKERSON ZZAPPONE

Agenda Item Name

0410 - SPECIAL BUDGET ORDINANCE – MIDYEAR ADJ-ENTERPRISE FUNDS

Agenda Wording

Per SMC 07.14.030 (C)(3), Administration is to provide a recommendation to the Council via a SBO to adjust material budget variances.

Summary (Background)

This Special Budget Ordinance goes over changes related to the Water-Wastewater Fund, and the Solid Waste Fund.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? NO

Total Cost \$ 4,761,603.00

Current Year Cost \$ 4,761,603.00

Subsequent Year(s) Cost \$ depends on 2025-2026 biennium budget

Narrative

The Enterprise funds pay more utility tax as their rates increase. It is imperative that the rates are set correctly to incorporate the increased taxes. All funds need a significant rate increase due to inflationary pressures.

Amount

Budget Account

Expense \$ 4,761,603 # various

Select \$ #

Select \$ #

Select \$ #

\$ #

\$ #

Council Briefing Paper

Finance & Administration Committee

Study Session Date	June 13, 2024
Submitting Department	Finance
Contact Name	Matt Boston
Contact Email & Phone	mboston@spokanecity.org / 509-625-6820
Council Sponsor(s)	Cathcart, Wilkerson, Zappone
Select Agenda Item Type	<input checked="" type="checkbox"/> Discussion Time Requested: 10min
Agenda Item Name	Special Budget Ordinance – Midyear Adj-Enterprise Funds
Grant Item	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda
<p>Summary</p> <p>What is the specific purpose or need for the budget adjustment?</p> <p>What changes or developments have triggered this request?</p>	<p>Per SMC 07.14.030 (C)(3), Administration is to provide a recommendation to the Council via a SBO to adjust material budget variances.</p> <p><u>Water-Wastewater Fund</u> <i>Increase appropriation by \$1,413,103.</i> City utility tax paid by these departments is trending over budget and needs to increase to match current estimates.</p> <p><u>Solid Waste Fund</u> <i>Increase appropriation by \$3,348,500.</i> Due to inflationary pressures, the Citywide fleet budget is trending over. In order to right-size the 2024 budget, various adjustments need to be made including a \$2,830,000 increase to Solid Waste Collection’s budget.</p> <p>City utility tax paid by these departments is trending over budget and needs to increase by \$518,500 to match current estimates.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$4,761,603</u> Current year cost: \$4,761,603 Subsequent year(s) cost: depends on 2025-2026 biennium budget</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Reserves</p> <p>Is this funding source sustainable for future years, months, etc? The Enterprise funds pay more utility tax as their rates increase. It is imperative that the rates are set correctly to incorporate the increased taxes. All funds need a significant rate increase, especially Solid Waste Collection, due to the inflationary pressures experienced in the last couple years.</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.) Paying utility tax is legally required and if Solid Waste Collection can’t pay their fleet bills, they become ineffectual.</p>	

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

- What are the net impacts this adjustment will have on the specifically affected line items?
It will right-size current year budget due to market changes.
- What operational changes will occur because of this adjustment?
Services will be uninterrupted.
- What are the potential risks or consequences of not approving the budget adjustment?
Utilities will be unable to pay their city utility taxes which will impact General Fund revenue. Solid Waste Collection will be unable to pay their fleet bills.
- 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?
Meets SMC 07.14.030 (C)(3)

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

This annual budget process does not address any inequities directly.

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 Water-Wastewater Fund, and the Solid Waste 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 Water-Wastewater Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase appropriation by \$1,413,103.
- A) Of the increased appropriation, \$955,117 is provided solely for city utility tax in the Sewer Maintenance department.
- B) Of the increased appropriation, \$337,986 is provided solely for city utility tax in the Riverside Park Reclamation Facility department.
- C) Of the increased appropriation, \$80,000 is provided solely for city utility tax in the Water department.
- D) Of the increased appropriation, \$40,000 is provided solely for city utility tax in the Integrated Capital Management department.

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

- 2) Increase appropriation by \$3,348,500.
- A) Of the increased appropriation, \$2,830,000 is to be provided solely for fleet maintenance in the Solid Waste Collection department.
- B) Of the increased appropriation, \$362,500 is to be provided solely for city utility tax in the Solid Waste Collection department.
- C) Of the increased appropriation, \$156,000 is to be provided solely for city utility tax in the Solid Waste Disposal department.

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

Passed by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 06/24/2024

Committee Agenda type: Discussion

Date Rec'd

6/14/2024

Clerk's File #

Cross Ref #

Project #

Council Meeting Date: 07/08/2024

Submitting Dept

FINANCE, TREASURY & ADMIN

Bid #

Contact Name/Phone

MATT BOSTON 625-6820

Requisition #

Contact E-Mail

MBOSTON@SPOKANECITY.ORG

Agenda Item Type

Special Budget Ordinance

Council Sponsor(s)

MCATHCART BWILKERSON ZZAPPONE

Agenda Item Name

0410 - SPECIAL BUDGET ORDINANCE – MIDYEAR ADJ-GENERAL FUND

Agenda Wording

Per SMC 07.14.030 (C)(3), Administration is to provide a recommendation to the Council via a SBO to adjust material budget variances.

Summary (Background)

The special budget ordinance goes over increases, decreases and other adjustments for the following departments: Spokane Police Department, Management and Budget office, Internal Audit, Clerk's Office, Council Office, Mayor's Office and Police Ombudsman.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? NO

Total Cost \$ 1,381,505.00

Current Year Cost \$ 1,381,505.00

Subsequent Year(s) Cost \$ depends on 2025-2026 biennium budget

Narrative

The interfund utility taxes and the extra duty assignment revenue is on-going. General Fund revenue is shared, so it is indeterminable as to what these sources will fund in future years.

Amount

Budget Account

Revenue \$ 1,871,500 # various

Expense \$ 1,381,505 # various

Select \$ #

Select \$ #

\$ #

\$ #

Council Briefing Paper

Finance & Administration Committee

Study Session Date	June 13, 2024
Submitting Department	Finance
Contact Name	Matt Boston
Contact Email & Phone	mboston@spokanecity.org / 509-625-6820
Council Sponsor(s)	Cathcart, Wilkerson, Zappone
Select Agenda Item Type	<input checked="" type="checkbox"/> Discussion Time Requested: 10min
Agenda Item Name	Special Budget Ordinance – Midyear Adj-General Fund
Grant Item	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda
Summary What is the specific purpose or need for the budget adjustment? What changes or developments have triggered this request?	<p>Per SMC 07.14.030 (C)(3), Administration is to provide a recommendation to the Council via a SBO to adjust material budget variances.</p> <p><i>Increase revenue by \$1,871,500.</i> The Police department has already surpassed its extra duty assignment revenue and needs to increase the budget by \$750,000 to match current estimates.</p> <p>The various interfund utility tax revenues are trending over budget and need to increase by \$1,121,500 to match current estimates.</p> <p><i>Add three positions.</i> The Mgmt & Budget department has been tasked with not only creating a first-ever biennium budget, but two versions of it. The current staff of three Budget Analysts (one vacant) needs to increase by at least one to accommodate this mandated workload.</p> <p>The Internal Auditor position was eliminated in the 2024 budget but needs to be resurrected because the current staff of one Tax/Compliance Auditor is not enough to meet the mandated workload.</p> <p>The City Clerk office has seen a significant increase in public records requests and the current staff of one Public Records Specialist is not enough to meet the mandated workload.</p> <p><i>Increase appropriation \$2,327,277.</i> The three positions above add approximately \$185,000 to General Fund salaries & benefits.</p> <p>The Police department needs a matching increase to the extra duty assignment expense budget of \$750,000 to accommodate the revenue increase.</p>

Due to inflationary pressures, the Citywide fleet budget is trending over. In order to right-size the 2024 budget, various adjustments need to be made including a \$660,000 increase to Police’s budget.

Fire District 10 received a levy lid lift in 2023 so the annexation payments increased substantially. The annexation budget needs to increase by \$200,000.

The Police department needs a budget increase of \$100,000 to engage in a SREC feasibility study. Additionally, \$60,000 is needed to contract with Rebound for expedited health care of officers.

The Mayor’s Office is in need of a \$25,000 temp wage budget for the intern and an increase of \$10,000 for travel.

Likewise, the Council office is in need of a \$25,000 temp budget for the intern.

The Police Ombudsman’s travel budget needs to increase by \$12,654 for staff to attend a conference.

Finally, a \$300,000 transfer out to the Fire/EMS fund is needed to provide budget for the contractual increase for SREC.

Eliminate three positions.
The Police department is offering to eliminate three vacant positions at this time to reduce the FTE count: Crime Analyst, Clerk III, Police Lieutenant.

Decrease appropriation by \$943,923.
The three positions above reduce approximately \$317,000 to General Fund salaries & benefits.

The Police department is removing \$500,000 from the operational budget to get closer to current estimates. Additionally, \$97,000 is removed from the mobile broadband budget due to favorable air card & cell phone agreements.

The Legal department is reducing their Continuing Legal Education travel budget by \$11,800.

As previously communicated, current Cabinet members are volunteering to take two furlough days in the second half of 2024. That results in approximately \$19,500 in salary savings that can be removed from their associated General Fund department budgets, including Fire.

Fiscal Impact

Approved in current year budget? Yes No N/A

Total Cost: \$1,381,505

Current year cost: \$1,381,505

Subsequent year(s) cost: depends on 2025-2026 biennium budget

Funding Source One-time Recurring N/A

Specify funding source: Program revenue

Is this funding source sustainable for future years, months, etc? The interfund utility taxes and the extra duty assignment revenue is on-going. General Fund revenue is shared, so it is indeterminable as to what these sources will fund in future years.

Expense Occurrence One-time Recurring N/A

Other budget impacts: (revenue generating, match requirements, etc.) FTE “swap” is estimated to be favorable to budget.

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

- What are the net impacts this adjustment will have on the specifically affected line items?
It will right-size current year budget due to operational or market changes.
- What operational changes will occur because of this adjustment?
FTE “swap” will reduce, not eliminate, strain on admin departments that have experienced an increase in workload due to statutory, legislative, regulatory or compliance changes.

Fleet operations and internships will continue uninterrupted. Obligatory annexation payments will be paid.
- What are the potential risks or consequences of not approving the budget adjustment?
Admin departments will continue to significantly struggle to meet policy directives, Fleet operations will be disrupted, internships should end, likely unappropriated fund balance will be used to pay annexation agreements.
- 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?
Meets SMC 07.14.030 (C)(3)

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

This annual budget process does not address any inequities directly.

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 and Fire/EMS 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) Increase revenue by \$1,871,500.
 - A) Of the increased revenue, \$750,000 is provided solely for law enforcement services in the Police department for extra duty assignments.
 - B) Of the increased revenue, \$436,000 is provided solely for interfund utility tax for sewer in the Non Departmental department.
 - C) Of the increased revenue, \$362,500 is provided solely for interfund utility tax for solid waste in the Non Departmental department.
 - D) Of the increased revenue, \$156,000 is provided solely for interfund utility tax for electricity in the Non Departmental department.
 - E) Of the increased revenue, \$80,000 is provided solely for interfund utility tax for water in the Non Departmental department.
 - F) Of the increased revenue, \$47,000 is provided solely for interfund utility tax for stormwater in the Non Departmental department.
 - G) Of the increased revenue, \$40,000 is provided solely for interfund utility tax for ICM in the Non Departmental department.

- 2) Add one classified Budget Analyst position (from 3 to 4) in the Management & Budget department.
- 3) Add one exempt Internal Auditor position (from 0 to 1) in the Finance department.
- 4) Add one classified Public Records Specialist position (from 1 to 2) in the City Clerk department.

- 5) Increase appropriation by \$2,327,277.
 - A) Of the increased appropriation, \$60,000 is provided for base wages and associated employee benefits in the Management & Budget department.
 - B) Of the increased appropriation, \$86,873 is provided for base wages and associated employee benefits in the Finance department.
 - C) Of the increased appropriation, \$37,750 is provided for base wages and associated employee benefits in the City Clerk department.
 - D) Of the increased appropriation, \$750,000 is provided solely for extra duty in the Police department.
 - E) Of the increased appropriation, \$660,000 is provided solely for fleet maintenance in the Police department.
 - F) Of the increased appropriation, \$200,000 is provided solely for annexation in the Non Departmental department.
 - G) Of the increased appropriation, \$100,000 is provided solely for surveys/studies in the Police department.
 - H) Of the increased appropriation, \$60,000 is provided solely for contractual services in the Police department.

- I) Of the increased appropriation, \$25,000 is provided solely for temp seasonal wages in the Mayor's Office.
 - J) Of the increased appropriation, \$25,000 is provided solely for temp seasonal wages in the Council Office.
 - K) Of the increased appropriation, \$12,654 is provided solely for travel in the Police Ombudsman department.
 - L) Of the increased appropriation, \$10,000 is provided solely for travel in the Mayor's Office.
 - M) Of the increased appropriation, \$300,000 is provided solely for an operating transfer out to the Fire/EMS fund in the Allocations department.
-
- 6) Eliminate one classified, vacant Crime Analyst (from 4 to 3) in the Police department.
 - 7) Eliminate one classified, vacant Clerk III (from 4 to 3) in the Police department.
 - 8) Eliminate one classified, vacant Police Lieutenant (from 18 to 17) in the Police department.
-
- 9) Decrease appropriation by \$943,923.
 - A) Of the decreased appropriation, \$317,418 is removed from base wages and associated employee benefits in the Police department.
 - B) Of the decreased appropriation, \$500,000 is removed from base wages in the Police department.
 - C) Of the decreased appropriation, \$97,000 is removed from mobile broadband in the Police department.
 - D) Of the decreased appropriation, \$11,800 is removed from CLE travel in the Legal department.
 - E) Of the decreased appropriation, \$1,337 is removed from base wages and associated employee benefits in the Communications department.
 - F) Of the decreased appropriation, \$1,755 is removed from base wages and associated employee benefits in the Finance department.
 - G) Of the decreased appropriation, \$1,582 is removed from base wages and associated employee benefits in the NHHS department.
 - H) Of the decreased appropriation, \$1,129 is removed from base wages and associated employee benefits in the Office of Civil Rights department.
 - I) Of the decreased appropriation, \$1,575 is removed from base wages and associated employee benefits in the Legal department.
 - J) Of the decreased appropriation, \$6,708 is removed from base wages and associated employee benefits in the Mayor's Office.
 - K) Of the decreased appropriation, \$2,037 is removed from base wages and associated employee benefits in the Police department.
 - L) Of the decreased appropriation, \$1,582 is removed from base wages and associated employee benefits in the CED department.

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

- 1) Increase revenue by \$300,000.
 - A) Of the increased revenue, \$300,000 is provided solely as an operating transfer in from the General Fund.
- 2) Increase appropriation by \$300,000.
 - A) Of the increased appropriation, \$300,000 is provided solely for contractual services.
- 3) Decrease appropriation by \$1,849.
 - A) Of the decreased appropriation, \$1,849 is removed from base wages and associated employee benefits.

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

Passed by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 06/24/2024

Committee Agenda type: Discussion

Date Rec'd

6/14/2024

Clerk's File #

Cross Ref #

Project #

Council Meeting Date: 07/08/2024

Submitting Dept

FINANCE, TREASURY & ADMIN

Bid #

Contact Name/Phone

MATT BOSTON 625-6820

Requisition #

Contact E-Mail

MBOSTON@SPOKANECITY.ORG

Agenda Item Type

Special Budget Ordinance

Council Sponsor(s)

MCATHCART BWILKERSON ZZAPPONE

Agenda Item Name

0410 - SPECIAL BUDGET ORDINANCE – MIDYEAR ADJ-INTERNAL SERVICE FUND

Agenda Wording

Per SMC 07.14.030 (C)(3), Administration is to provide a recommendation to the Council via a SBO to adjust material budget variances

Summary (Background)

This special budget ordinance goes over increases, decreases and other adjustments for the following departments: Fleet Services, Management Information Services, Reprographics, and Utility Billing.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? NO

Total Cost \$ (245,330.00)

Current Year Cost \$ (245,330.00)

Subsequent Year(s) Cost \$ depends on 2025-2026 biennium budget

Narrative

Fleet revenue is generated by charging other City departments for services.

Amount

Budget Account

Revenue \$ 2,400,000

5100-71700-99999-34830-99999

Expense \$ 2,154,670

various

Select \$

#

Select \$

#

\$

#

\$

#

Council Briefing Paper

Finance & Administration Committee

Study Session Date	June 13, 2024
Submitting Department	Finance
Contact Name	Matt Boston
Contact Email & Phone	mboston@spokanecity.org / 509-625-6820
Council Sponsor(s)	Cathcart, Wilkerson, Zappone
Select Agenda Item Type	<input checked="" type="checkbox"/> Discussion Time Requested: 10min
Agenda Item Name	Special Budget Ordinance – Midyear Adj-Internal Services Funds
Grant Item	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda
<p>Summary</p> <p>What is the specific purpose or need for the budget adjustment?</p> <p>What changes or developments have triggered this request?</p>	<p>Per SMC 07.14.030 (C)(3), Administration is to provide a recommendation to the Council via a SBO to adjust material budget variances.</p> <p><u>Fleet Services Fund</u> <i>Increase revenue and appropriation by \$2,400,000.</i> Due to inflationary pressures, the Citywide fleet budget is trending over. In order to right-size the 2024 budget, various adjustments need to be made including a \$2,400,000 increase to Fleet Service’s budget.</p> <p><u>Management Information Services Fund</u> <i>Decrease appropriation by \$206,669.</i> Microsoft and Oracle contracts were re-negotiated, and savings will be removed from the budget, \$205,000.</p> <p>As previously communicated, current Cabinet members are volunteering to take two furlough days in the second half of 2024. That results in approximately \$2,000 in salary savings that can be removed from the IT budget.</p> <p><u>Reprographics Fund</u> Due to software and maintenance contract savings, \$36,864 can be removed from Repro’s budget.</p> <p><u>Utility Billing Fund</u> As previously communicated, current Cabinet members are volunteering to take two furlough days in the second half of 2024. That results in approximately \$2,000 in salary savings that can be removed from the Utility Billing budget.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$(245,330)</u></p> <p style="padding-left: 20px;">Current year cost: \$(245,330)</p> <p style="padding-left: 20px;">Subsequent year(s) cost: depends on 2025-2026 biennium budget</p>	

Funding Source One-time Recurring N/A

Specify funding source: Program revenue

Is this funding source sustainable for future years, months, etc? Fleet revenue is generated by charging other City departments for services.

Expense Occurrence One-time Recurring N/A

Other budget impacts: (revenue generating, match requirements, etc.) Contractual savings are only realized at renewal periods and not expected to continue. Fleet expenses will continue.

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

- What are the net impacts this adjustment will have on the specifically affected line items?
It will right-size current year budget due to market changes.
- What operational changes will occur because of this adjustment?
Services will be uninterrupted.
- What are the potential risks or consequences of not approving the budget adjustment?
Fleet services would be disrupted.
- 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?
Meets SMC 07.14.030 (C)(3)

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

This annual budget process does not address any inequities directly.

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 Fleet Services Fund, the Management Information Services Fund, the Reprographics Fund, and the Utility Billing 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 Fleet Services Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase revenue by \$2,400,000.
 - A) Of the increased revenue, \$2,400,000 is provided solely for interfund vehicle/equipment repair.
- 2) Increase appropriation by \$2,400,000.
 - A) Of the increased appropriation, \$1,000,000 is provided solely for vehicle repair & maintenance supply.
 - B) Of the increased appropriation, \$1,200,000 is provided solely for equipment repairs & maintenance.
 - C) Of the increased appropriation, \$200,000 is provided solely for contractual services.

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

- 1) Decrease appropriation by \$206,669.
 - A) Of the decreased appropriation, \$205,000 is removed solely from software maintenance.
 - B) Of the decreased appropriation, \$1,669 is removed from base wages and associated employee benefits.

Section 3. That in the budget of the Reprographics Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Decrease appropriation by \$36,864.
 - A) Of the decreased appropriation, \$18,600 is removed solely from equipment repairs/maintenance.
 - B) Of the decreased appropriation, \$18,264 is removed solely from hardware maintenance.

Section 4. That in the budget of the Utility Billing Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Decrease appropriation by \$1,797.
 - A) Of the decreased appropriation, \$1,797 is removed from base wages and associated employee benefits.

Section 5. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to adjust various Internal Services funds, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 06/24/2024

Committee Agenda type: Discussion

Date Rec'd

6/14/2024

Clerk's File #

Cross Ref #

Project #

Council Meeting Date: 07/08/2024

Submitting Dept

FINANCE, TREASURY & ADMIN

Bid #

Contact Name/Phone

MATT BOSTON 625-6820

Requisition #

Contact E-Mail

MBOSTON@SPOKANECITY.ORG

Agenda Item Type

Special Budget Ordinance

Council Sponsor(s)

MCATHCART BWILKERSON ZZAPPONE

Agenda Item Name

0410 - SPECIAL BUDGET ORDINANCE – MIDYEAR ADJ-SPECIAL REVENUE FUND

Agenda Wording

Per SMC 07.14.030 (C)(3), Administration is to provide a recommendation to the Council via a SBO to adjust material budget variances.

Summary (Background)

This special budget ordinance goes over increases, decreases and other adjustments for the following funds: Public Safety Personnel, Forfeitures and Contributions, Traffic Calming, Library, and Parks and Recreation.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? NO

Total Cost \$ 453,902.00

Current Year Cost \$ 453,902.00

Subsequent Year(s) Cost \$

Narrative

The forfeiture funds are periodically reviewed for possible use. The Traffic Calming fund is well-funded and can sustain equipment maintenance for the foreseeable future.

Amount

Budget Account

Expense \$ 453,902 # various

Select \$ #

Select \$ #

Select \$ #

\$ #

\$ #

Council Briefing Paper

Finance & Administration Committee

Study Session Date	June 13, 2024
Submitting Department	Finance
Contact Name	Matt Boston
Contact Email & Phone	mboston@spokanecity.org / 509-625-6820
Council Sponsor(s)	Cathcart, Wilkerson, Zappone
Select Agenda Item Type	<input checked="" type="checkbox"/> Discussion Time Requested: 10min
Agenda Item Name	Special Budget Ordinance – Midyear Adj-Special Revenue Funds
Grant Item	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda
Summary What is the specific purpose or need for the budget adjustment? What changes or developments have triggered this request?	<p>Per SMC 07.14.030 (C)(3), Administration is to provide a recommendation to the Council via a SBO to adjust material budget variances.</p> <p><u>Public Safety Personnel Fund</u> <i>Eliminate one position</i> The Police department is offering to eliminate one vacant position at this time to reduce the FTE count: Crime Analyst.</p> <p><i>Decrease appropriation by \$113,582.</i> The elimination of the one position above reduces salaries & benefits.</p> <p><u>Forfeitures and Contributions Fund</u> <i>Increase appropriation by \$520,500.</i> The Police department is requesting access to these funds in order to purchase the following:</p> <ol style="list-style-type: none"> 1. Due to collisions and mechanical failure, the Investigative Bureau of the Police Department is in need of additional undercover vehicles for use in the investigation of drug sales and other felony crimes. We are requesting budget authority to utilize \$100,000 of the forfeiture accounts for the purchase and commissioning of three undercover vehicles. 2. The Major Crimes Unit is requesting budget authority of \$140,000 to purchase a new Leica crime scene scanner. Our current scanner, purchased in 2018, is reaching the end of its service life. 3. SPD’s Technical Assistance and Response Unit is requesting \$160,000 for Cellebrite – which is a critical software used in the investigation of a multitude of crimes to include Homicide, Human Trafficking, Illegal Drug Trafficking, and many others. 4. The Special Investigations Unit is requesting \$25,000 for the purchase of PAPRs (Powered Air Purifying Respirators) for safe operations in environments where powdered fentanyl may be encountered.

5. The Special Investigations Unit is requesting **\$70,000** for confidential funds. Based on the projected use, this should carry the unit for the rest of the year.
6. The Air Support Unit is requesting **\$15,000** for training in the use of new drones.
7. The Spokane Police Department is also requesting **\$10,500** for the purchase of Narcan for officers and detectives to carry. The Narcan officers currently being carried and within our inventory will soon expire.

This will leave \$217,500 in the forfeiture fund accounts.

Traffic Calming Measures Fund

Increase appropriation by \$50,000.

In order to execute RES 2024-0001 wherein Traffic Calming funding was used to purchase sweeping and plowing equipment for bike lanes, median refuge islands and street-adjacent separated pathways, additional funding is needed for that equipment's maintenance.

Library and Parks & Recreation Funds

As previously communicated, current Cabinet members are volunteering to take two furlough days in the second half of 2024. That results in approximately \$3,000 in salary savings that can be removed from these Special Revenue Funds' budgets.

Fiscal Impact

Approved in current year budget? Yes No N/A

Total Cost: \$453,902

Current year cost: \$453,902

Subsequent year(s) cost: depends on 2025-2026 biennium budget

Funding Source One-time Recurring N/A

Specify funding source: Reserves

Is this funding source sustainable for future years, months, etc? The forfeiture funds are periodically reviewed for possible use. The Traffic Calming fund is well-funded and can sustain equipment maintenance for the foreseeable future.

Expense Occurrence One-time Recurring N/A

Other budget impacts: (revenue generating, match requirements, etc.) Purchased traffic calming equipment will need maintenance in perpetuity.

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

- What are the net impacts this adjustment will have on the specifically affected line items?
It will right-size current year budget due to operational changes.
- What operational changes will occur because of this adjustment?
Police will be able to put the forfeiture funds to good use and traffic calming equipment will be maintained.

- What are the potential risks or consequences of not approving the budget adjustment?
Police operations will be stifled and traffic calming equipment may experience down 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?
Meets SMC 07.14.030 (C)(3)

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

This annual budget process does not address any inequities directly.

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 Public Safety Personnel and Crime Reduction Fund, the Forfeitures and Contributions Fund, the Traffic Calming Measures Fund, the Library Fund and the Park Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

- 1) Eliminate one classified, vacant Crime Analyst (from 1 to 0) in the Police Crime Analysis program.
- 2) Decrease appropriation by \$113,582.
 - A) Of the decreased appropriation, \$113,582 is removed from base wages and associated employee benefits in the Police Crime Analysis program.

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

- 1) Increase appropriation by \$520,500.
 - A) Of the increased appropriation, \$100,000 is to be provided solely for vehicles.
 - B) Of the increased appropriation, \$140,000 is to be provided solely for machinery/equipment.
 - C) Of the increased appropriation, \$160,000 is to be provided solely for software maintenance.
 - D) Of the increased appropriation, \$25,000 is to be provided solely for personal protective equipment.
 - E) Of the increased appropriation, \$70,000 is to be provided solely for confidential funds.
 - F) Of the increased appropriation, \$15,000 is to be provided solely for registration/schooling.
 - G) Of the increased appropriation, \$10,500 is to be provided solely for operating supplies.

Section 3. That in the budget of the Traffic Calming Measures Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase appropriation by \$50,000.
 - A) Of the increased appropriation, \$50,000 is to be provided solely for fleet maintenance.

Section 4. That in the budget of the Library Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Decrease appropriation by \$1,434.
 - A) Of the decreased appropriation, \$1,434 is removed from base wages and associated employee benefits.

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

- 1) Decrease appropriation by \$1,582.
 - A) Of the decreased appropriation, \$1,582 is removed from base wages and associated employee benefits.

Section 6. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to adjust various Special Revenue funds, 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

IBOARDS, 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

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Facilities Department
Contact Name	Dave Steele
Contact Email & Phone	509-625-6064
Council Sponsor(s)	CM Cathcart, CP Wilkerson, CM Zappone
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	City Hall - Floors 1-3 Space Programming Review, Concept, and Cost Estimation Development
Summary (Background) *Use the Fiscal Impact box below for relevant financial information	This contract will complete a programmatic review, spatial relationship study, and conceptual layout / interior design, and cost estimating work with the intent of addressing the Public Facing Departments in the building for Floors 1-3. This work will inform City Administrators and Council Members regarding the strengths, weaknesses, opportunities, design considerations, conceptual layout, and costs related to re-developing the first three floors of City Hall with a focus on placemaking, accessibility, the public interface, and customer experience.
Proposed Council Action	Contract approval
Fiscal Impact Total Expense: \$70,260.00	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: 5904-71300-94200-56203-99999	
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? NA	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? NA	

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

NA

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

NA



City of Spokane
CONSULTANT AGREEMENT
**Title: PUBLIC SPACE CONCEPT STUDY
AND SPACE PROGRAMMING**

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **INTEGRUS ARCHITECTURE, P.S.**, whose address is P.O. Box 1482, Spokane, Washington 99210 as (“Consultant”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the purpose of this Agreement is to conduct Public Space Concept Study and Space Programming; and

WHEREAS, the Consultant was selected from an Informal Request for Proposals.

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on July 1, 2024, and ends on December 31, 2024, unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.

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

3. SCOPE OF WORK.

The General Scope of Work for this Agreement is described in the City’s Informal Request for Proposal and Consultant’s Proposal dated June 5, 2024, attached as Exhibit B. In the event of a conflict or discrepancy in the contract documents, this City Agreement controls.

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

4. COMPENSATION.

Total compensation for Consultant’s services under this Agreement shall not exceed **SEVENTY THOUSAND TWO HUNDRED SIXTY AND NO/100 DOLLARS (\$70,260.00)**, excluding tax, if

applicable, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.

The Consultant shall submit its applications for payment to City of Spokane Facilities Management Department, facilitiesdepartment@spokanecity.org, Attn: Dave Steele. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Consultant's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Consultant and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6. REIMBURSABLES

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

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

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

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

7. TAXES, FEES AND LICENSES.

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

8. CITY OF SPOKANE BUSINESS LICENSE.

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

9. SOCIAL EQUITY REQUIREMENTS.

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

10. INDEMNIFICATION.

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

11. INSURANCE.

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

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

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

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

D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

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

12. DEBARMENT AND SUSPENSION.

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

13. AUDIT.

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

14. INDEPENDENT CONSULTANT.

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

15. KEY PERSONS.

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Consultant identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's

approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

16. ASSIGNMENT AND SUBCONTRACTING.

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

17. CITY ETHICS CODE.

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

18. NO CONFLICT OF INTEREST.

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

19. ERRORS AND OMISSIONS, CORRECTIONS.

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

20. INTELLECTUAL PROPERTY RIGHTS.

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

21. CONFIDENTIALITY.

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

22. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed

satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

23. TERMINATION.

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

24. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known to either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work

anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

25. MISCELLANEOUS PROVISIONS.

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

EXHIBIT A

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

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

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

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

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

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

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

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

EXHIBIT B

June 5, 2024

Mr. Dave Steele
Facilities Department
City of Spokane
808 W Spokane Falls Blvd
Spokane, WA 99201

RE: Architectural & Engineering Services Request - Public Space Concept Study and Space Programming 5-13-24

117 S. Main St., Suite 100
Seattle, WA 98104
206.628.3137 | office
206.628.3138 | fax

10 S. Cedar Street
Spokane, WA 99201
PO Box 1482 (99210)
509.838.8681 | office
509.838.2194 | fax

Dear Dave:

We are pleased to submit the following proposal for a program study and concept design of a revised City Hall addressing public facing spaces on floors 1-3. Our proposal is based upon the scope of work listed in the IRFP dated 5-13-24. The scope of services described below includes a detailed description of our services and a summary of our proposed compensation.

SCOPE OF SERVICES

This proposal includes services programming and concept development based on the initial utilization study assessment.

1 Public Space Concept Study (Floors 1-3)

- 1.1 Concept Study Workshop w/ key stakeholders
 - 1.1.1 Goals & Visioning
 - 1.1.2 Guiding Principles
- 1.2 Bi-weekly Facilities & Leadership Meetings
- 1.3 Stakeholder Meetings as required
- 1.4 Space Design
 - 1.4.1 Confirm Program Space List
 - 1.4.2 Department space layouts
 - 1.4.3 Security approach
 - 1.4.4 Concept plans for first three floors
 - 1.4.5 Conceptual renderings of key public spaces.
- 1.5 Building Assessment Analysis
 - 1.5.1 Review City's Building Condition Assessment
 - 1.5.2 Coordinate MEP & Structural analysis of existing conditions
 - 1.5.3 Develop conceptual approach to systems modifications for floors 1-3
 - 1.5.4 Confirm Clean Building Act requirements & Energy Code Upgrade analysis
- 1.6 Cost Estimate & Phasing
 - 1.6.1 Identify Budget requirements
 - 1.6.2 Scale phasing Plan to match budget
 - 1.6.3 Flex Space design for temporary department relocations during construction.
 - 1.6.4 Conceptual estimate for early discussion
 - 1.6.5 Detailed estimate for final report

Mr. Dave Steele
Page 2
May 7, 2024

1.7 Design Concept Report

- 1.7.1 Executive Summary
- 1.7.2 Concept Plans & Elevations.
- 1.7.3 Design Narratives, including architectural, Structural, MEP and Civil/Landscape.
- 1.7.4 Detailed construction cost estimate of Phase 1 (Floors 1-3).

In addition to meetings noted, Project meetings are anticipated to occur every two weeks with the Owner's project management team. Additional user and department meetings planned will include approximately one hour per department.

DELIVERABLES

- Program space summary and documentation/drawings of proposed plan diagrams
- Room Data sheets for key components.
- Building stacking and blocking diagrams.
- 3D design images of key spaces
- Design Concept Report.

EXCLUSIONS

The scope of work proposed is limited to the initial phasing and concepts. Building Permitting and construction documents are excluded.

Other Exclusions:

- Acoustical Engineering
- Formal Presentation Materials (Formal Renderings / Models)
- Construction Bid Packages
- Utility Rebate Assistance
- FF&E Assistance, Selection, Procurement
- Value Engineering
- Constructability Review
- Life Cycle Cost Analysis (LCCA)

SCHEDULE

See proposed schedule outline below. Dates and deliverable milestones will be confirmed with Owner's project team at time of NTP.

6.20.24	Anticipated NTP & Kickoff
7.11.24	Visioning & Goal-Setting Workshop
6.25.24	Stakeholder Meetings
TBD	Building Assessment Review & Coordination
8.13.24	Design Concept Review
9.06.24	Draft Study for review.
9.20.24	Design Concept Report

COMPENSATION

INTEGRUS

A COLLABORATION OF YGH & INTEGRUS ARCHITECTURE

Mr. Dave Steele
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May 7, 2024

- **Compensation for Scope of Services**

Integrus will provide professional services based on the scope of services described above as follows:

Integrus Architecture - Fixed Fee in the amount of	\$44,740.00
Integrus Structural - Fixed Fee in the amount of	\$4,400.00

- **Consultants**

MW Electrical - Fixed Fee	\$6,260.00
MW Mechanical – Fixed Fee	\$6,940.00
Thomas Consulting Cost Estimation – Fixed Fee	\$6,000.00
Integrus Markup	<u>\$1,920.00</u>

Consultant Fee	\$21,120.00
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- **Additional Services**

Services requested beyond those included in this proposal shall be considered additional services and will be billed either on an hourly basis at the hourly rates noted in the fee detail or will be estimated on a fixed fee basis. Hourly rates are per Washington State A/E Fee Guidelines and are subject to modification on an annual basis.

- **Reimbursable Expenses**

No reimbursable expenses are anticipated for this project

Reimbursable Expenses	\$0.00
-----------------------	--------

TOTAL FEE PROPOSAL	\$70,260.00
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If you agree with the terms stated herein, please send us a formal agreement for signature.

Please feel free to call if you have any questions concerning our proposal. Thank you for the opportunity to work with you on this project.

Sincerely,

INTEGRUS ARCHITECTURE, P.S.



Steven Clark, AIA
Associate Principal



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/07/2024

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

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

PRODUCER USI Insurance Services NW PR 601 Union Street, Suite 1000 Seattle, WA 98101	CONTACT NAME: Lisa Garcia
	PHONE (A/C, No, Ext): 206 441-6300 FAX (A/C, No): 610-362-8530 E-MAIL ADDRESS: lisa.garcia@usi.com
INSURED Integrus Architecture, P.S. 10 South Cedar St. Spokane, WA 99204	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A : Hartford Casualty Insurance Company 29424
	INSURER B : Everest National Insurance Company 10120
	INSURER C :
	INSURER D :
	INSURER E :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	52SBAAF4690	05/30/2024	05/30/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	52SBAAF4690	05/30/2024	05/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000			52SBAAF4690	05/30/2024	05/30/2025	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <input checked="" type="checkbox"/> N N/A		X	52SBAAF4690	05/30/2024	05/30/2025	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability (Incl. Pollution)		X	AAEP000833241	05/30/2024	05/30/2025	\$ 5,000,000 per claim \$ 5,000,000 annl aggr.

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

RE: Project #22239.02, City Hall Public Space Concept Study & Space Programming.
 The General Liability policy includes an automatic Additional Insured endorsement that provides Additional Insured status to City of Spokane, its officers and employees, only when there is a written contract that requires such status, and only with regard to work performed by or on behalf of the named insured. The General Liability policy provides a Waiver of Subrogation when required by written contract.
 (See Attached Descriptions)

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

DESCRIPTIONS (Continued from Page 1)



< Business Lookup

License Information:

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

Entity name: INTEGRUS ARCHITECTURE, P.S.
Business name: INTEGRUS ARCHITECTURE, P.S.
Entity type: [Professional Service Corporation](#)
UBI #: 600-285-728
Business ID: 001
Location ID: 0001
Location: Active
Location address: 10 S CEDAR ST
 SPOKANE WA 99201-6823
Mailing address: 10 S CEDAR ST
 SPOKANE WA 99201-6823
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
Architect Firm			View Architects	Active	Jun-30-2025	Sep-02-2011
Minor Work Permit				Active	Jun-30-2025	Nov-07-2013
Richland General Business - Non-Resident				Active	Jun-30-2025	Jun-08-2023
Spokane General Business	T12088948BUS			Active	Jun-30-2025	Oct-15-2012

< Page 1 of 2 >

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

Governing people	Title
BAIBAK, REBECCA	
BARNHART, BECKY	
BISSEN, MATTHEW	



Governing people

Title

CARTER, BRIAN

CLARK, STEVEN

DANIEL, THERESA

DONNELLY, PATRICK

GRAPER, ROBERT

LARSEN, KANDIS

LUEDEMAN, JEFFEREY

NEIGER, STEVE

ROBBINS, THOMAS

SACHS, LORETTA

SANDERSON, JESSICA

SCHAFFER, SAM

Registered Trade Names

Registered trade names

Status

First issued

INTEGRUS ARCHITECTURE, P.S.

Active

Apr-17-1991

WMFL

Active

Oct-01-1986

YGH ARCHITECTURE

Active

Jul-19-2022

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 6/7/2024 8:27:22 AM

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Committee Agenda Sheet

Finance & Administration Committee

Committee Date	6/24/2024
Submitting Department	Facilities
Contact Name	Dave Steele
Contact Email & Phone	dsteele@spokanecity.org 509.625.6064
Council Sponsor(s)	CM Cathcart, CP Wilkerson, CM Zappone
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Police Evidence – Fire Suppression System Upgrades
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	The City of Spokane Facilities Department has completed a request for bids for the replacement of various components of the Police Evidence Facility Fire Suppression system. The components scheduled for replacement are at the end of life and no longer supported by the manufacturer. Replacement is required to maintain fire suppression coverage for a variety of sensitive evidence storage.
*use the Fiscal Impact box below for relevant financial information	
Fiscal Impact	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Total Cost:	
Current year cost: \$66,485.00 plus applicable tax	
Subsequent year(s) cost: NA	
Narrative: The City of Spokane Facilities Department in partnership with the Spokane Police Department has competed the bidding process for the replacement of various fire suppression components at the Police Evidence Facility. These replacements are required to continue to provide fire suppression with a variety of sensitive areas.	
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A	
Specify funding source: Program revenue	
Is this funding source sustainable for future years, months, etc? NA	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A	
Other budget impacts: (revenue generating, match requirements, etc.)	
NA	
Operations Impacts:	
Failure to replace these outdated Fire system components leaves the Police Evidence Facility with a variety of sensitive evidence spaces with no suppression capabilities and at risk for loss.	
What impacts would the proposal have on historically excluded communities?	
NA	

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

NA

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

NA

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

NA



City of Spokane

PUBLIC WORKS AGREEMENT

**Title: POLICE EVIDENCE CLEAN
AGENT FIRE SUPPRESSION PANEL
AND COMPONENT REPLACEMENT**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **THE HILLER COMPANIES, LLC**, whose address is 10311 East Montgomery Drive, Spokane Valley, Washington 99206 as (“Contractor”) individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the purpose of this Contract is to perform the Police Evidence Clean Agent Fire Suppression Panel and Component Replacement; and

WHEREAS, the Contractor was selected from Request for Bid No. 24-007 issued by the City.

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

1. TERM OF AGREEMENT.

This Contract shall begin on July 13, 2024 and shall end on December 31, 2024, unless amended by written agreement or terminated earlier under the provisions.

2. SCOPE OF WORK.

The Contractor’s General Scope of Work for this Contract is described in the RFB and Addendum No. 1, attached as Exhibit C, and made a part of this Agreement. In the event of a conflict or discrepancy in the Agreement documents, this City Public Works Agreement controls.

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

3. COMPENSATION / PAYMENT.

Total compensation for Contractor’s services under this Contract shall be a maximum amount not to exceed **SIXTY-SIX THOUSAND FOUR HUNDRED EIGHTY-FIVE AND NO/100 DOLLARS (\$66,485.00)**, not including applicable tax, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 2 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

The Contractor will send its applications for payment to the City of Spokane Facilities Management Department, facilitiesdepartment@spokanecity.org, Attn: Dave Steele. All invoices should include the City Clerk’s File No. “OPR XXXX-XXXX” and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of

Wages Paid number. Payment will not be made without this documentation included on the invoice.

4. CONTRACT DOCUMENTS.

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

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

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

6. STATE PREVAILING WAGES.

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

7. RETAINAGE IN LIEU OF BOND.

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

8. PUBLIC WORKS REQUIREMENTS.

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

9. TAXES, FEES AND LICENSES.

- A. Contractor shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Contract. It is the Contractor's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Contract shall be included in the project budgets.

10. CITY OF SPOKANE BUSINESS LICENSE.

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

11. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

12. DEBARMENT AND SUSPENSION.

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

13. INDEMNIFICATION.

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

14. INSURANCE.

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

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

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

15. **SUBCONTRACTOR RESPONSIBILITY.**

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

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

16. INDEPENDENT CONTRACTOR.

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

17. ASSIGNMENT AND SUBCONTRACTING.

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

18. TERMINATION.

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

19. STANDARD OF PERFORMANCE.

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

20. ANTI KICK-BACK.

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

21. CONSTRUAL.

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

22. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.

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

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

23. MISCELLANEOUS PROVISIONS.

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

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

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

THE HILLER COMPANIES

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

- Exhibit A – Debarment Certification
- Exhibit B – Certification of Compliance with Wage Payment Statutes
- Exhibit C – City's Request for Bid and Addendum No. 1

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

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

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

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



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

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

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

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

Bidder’s Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Sole Proprietorship Partnership Joint Venture Corporation

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

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

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

EXHIBIT C



City of Spokane Invitation To Bid

Project Title: _____

SECTION I. BID PREPARATION AND EVALUATION

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



City of Spokane Invitation To Bid

SECTION II. GENERAL REQUIREMENTS

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



City of Spokane Invitation To Bid

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

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

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

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

12. PREVAILING WAGES - LOCAL AND STATE ASSISTED CONSTRUCTION.

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

<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>.

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

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

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



City of Spokane Invitation To Bid

SECTION III. TECHNICAL REQUIREMENTS

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



City of Spokane Invitation To Bid

BID

TO: CITY OF SPOKANE, WASHINGTON

PROJECT NAME: _____

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

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

BASE BID: \$ _____

SALES TAX (9 %) \$ _____

TOTAL BASE BID PRICE: \$ _____

TRENCH SAFETY SYSTEM,
if excavation greater
than four feet (4') deep: \$ _____

CONTRACTOR RESPONSIBILITY.

Washington State Contractor's Registration No. _____

U.B.I. Number _____

Washington Employment Security Department Number _____

Washington Excise Tax Registration Number _____

City of Spokane Business Registration Number _____

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

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

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

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

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

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

FIRM NAME: _____

SIGNATURE: _____

TITLE: _____ PHONE: _____

ADDRESS: _____



City of Spokane Invitation To Bid

SUBCONTRACTOR LIST _____

PROJECT TITLE: _____

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

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT \$ _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT \$ _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT \$ _____

CONTRACTOR'S REGISTRATION NO. _____

NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT

Date

Signature of Authorized Representative



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/20/2024

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

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

PRODUCER HUB International Insurance Services Inc. PO Box 5345 Riverside CA 92517	CONTACT NAME: Kimberly Morrisroe PHONE (A/C, No, Ext): 951-779-8607 E-MAIL ADDRESS: cal.cpu@hubinternational.com	FAX (A/C, No): 951-231-2572
	INSURER(S) AFFORDING COVERAGE	
License#: 0757776 THEHILL-05	INSURER A: Nautilus Insurance Company	NAIC # 17370
INSURED The Hiller Companies, LLC 10311 E Montgomery Drive Spokane Valley, WA 99206	INSURER B: Safety National Casualty Corporation	NAIC # 15105
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 231405149

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 <input type="checkbox"/> OTHER:	Y	Y	ECP204136510	9/16/2023	9/16/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	CA6676607	9/16/2023	9/16/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			FFX204136610	9/16/2023	9/16/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	LDC4068447	9/16/2023	9/16/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability Pollution Liability Claims Made			ECP204136510	9/16/2023	9/16/2024	\$2,000,000 \$2,000,000 Ret. \$100K Occurance Aggregate

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

City of Spokane are Additional Insured with regard to General Liability when required by written contract per the attached endorsement form ECP1246 01/21. Primary & Non-Contributory wording applies with regard to General Liability when required by written contract per the attached endorsement form ECP1246 01/21. Waiver of Subrogation with regard to General Liability applies when required by written contract per the attached endorsement form ECP1260 01/21. Additional Insured with regard to Auto Liability when required by written contract per the attached endorsement form CA2048 10/13. Primary & Non-Contributory wording applies with regard to Auto Liability when required by written contract per the attached endorsement form CA0449 11/16. Waiver of Subrogation with regard to Auto Liability applies when required by written contract per the attached endorsement form SNCA027 10/13. Excess follows form of underlying coverages. Waiver of Subrogation with regard to Workers Compensation applies when required by written contract per the attached endorsement form WC000313 04/84.

CERTIFICATE HOLDER**CANCELLATION**

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED -- OWNERS, LESSEES OR CONTRACTORS
AUTOMATIC STATUS – ONGOING OPERATIONS – COVERAGE A, B, D.1 & D.4**

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP204136510	9/16/2023	9/16/2024	9/16/2023

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

I. SECTION III – WHO IS AN INSURED is amended to include as an additional **insured**:

1. 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, in effect during this **policy period**, that such person or organization be added as an additional **insured** on this policy; and
2. Any other person or organization you are explicitly required to add as an additional **insured** under the contract or agreement described in Paragraph 1. above.

Such contract or agreement must be executed and in effect prior to the performance of **your work** which is the subject of such contract or agreement.

Such person(s) or organization(s) is an additional **insured** only with respect to liability for **bodily injury** or **property damage** under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Coverage D.1 – Contractors Pollution Legal Liability** and **Coverage D.4 – Microbial Substance Contractors Pollution Liability**, or personal injury or advertising injury under **SECTION I - COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** directly caused by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional **insured** described in Paragraph 1. or 2. above.

However, the insurance afforded to such additional **insured** described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional **insured**, and
- c. Will not extend beyond that which is provided to you in this policy.

A person's or organization's status as an additional **insured** under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

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

This insurance does not apply to:

- a. **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 architectural, engineering or surveying services.

- b. **Bodily injury** or **property damage** occurring after:

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

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

III. With respect to the insurance afforded to these additional **insureds**, the following is added to **SECTION V – 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 described in Paragraph I.1.; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

IV. With respect to the insurance afforded to these additional **insureds**, the following is added to **SECTION VI – REPORTING, DEFENSE, SETTLEMENT & COOPERATION**:

1. **Duties -- Additional Insured**

An additional **insured** must see to it that:

- a. We are notified in writing as soon as practicable of an **occurrence** or offense which may result in a **claim** or **suit**;
- b. We receive written notice of a **claim** or **suit** as soon as practicable; and
- c. A request for defense and indemnity of the **claim** or **suit** will promptly be brought against any policy issued by another insurer under which the additional **insured** may be an insured in any capacity. This provision does not apply to insurance on which the additional **insured** is a **Named Insured**, if the contract or agreement requires that this coverage be primary and noncontributory.

V. **SECTION VII – CONDITION 10. – Other Insurance** is amended by the addition of the following which supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to a person(s) or organization(s) included as an additional **insured** under this endorsement provided that:

1. The additional **insured** person(s) or organization(s) is a **Named Insured** under such other insurance; and
2. You have agreed in writing in a contract or agreement, in effect during this **policy period**, that this insurance would be primary and would not seek contribution from any other insurance available to the additional **insured** person(s) or organization(s). Such contract or agreement must be executed and in effect prior to the performance of **your work** which is the subject of such contract or agreement.

However, this provision does not apply if the other insurance available to the person(s) or organization(s) included as an additional **insured** is Owners and Contractors Protective Liability, Railroad Protective Liability, or similar project-specific, primary insurance.

VI. This endorsement does not apply to an additional **insured** which has been added to this policy by an endorsement showing the additional **insured** in a **SCHEDULE** of additional **insureds**, and which endorsement applies to that designated additional **insured**.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF SUBROGATION
(TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US)
AUTOMATIC STATUS – COVERAGE A, B & D**

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP204136510	9/16/2023	9/16/2024	9/16/2023

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

I. The following is added to Paragraph 17. Subrogation of **SECTION VII – CONDITIONS:**

We waive any right of recovery against any person(s) or organization(s) because of payments we make under **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, and COVERAGE D – CONTRACTORS POLLUTION LIABILITY** under this policy.

Such waiver by us applies only if:

1. The **insured** has agreed in writing in a contract or agreement with such person(s) or organization(s) to waive its right of recovery; and
2. The **insured** has waived its right of recovery against such person(s) or organization(s) prior to loss.

This waiver does not apply in any jurisdiction where such waiver is held to be illegal or against public policy or in any situation where the person(s) or organization(s) against whom subrogation is to be waived is found to be solely negligent.

This endorsement does not apply to any person(s) or organization(s) designated in a **SCHEDULE** of person(s) or organization(s) against whom rights of recovery have been waived.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

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

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

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

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

<p>Named Insured: THE HILLER COMPANIES, LLC</p> <p>Endorsement Effective Date: 09/16/2023</p>

SCHEDULE

<p>Name Of Person(s) Or Organization(s): Any Person or Organization as required by written contract or agreement that is executed prior to the loss.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

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

- A.** The following is added to the **Other Insurance Condition** in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:
- This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
1. Such "insured" is a Named Insured under such other insurance; and
 2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".
- B.** The following is added to the **Other Insurance Condition** in the Auto Dealers Coverage Form and supersedes any provision to the contrary:
- This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
1. Such "insured" is a Named Insured under such other insurance; and
 2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Any Person or Organization as required by written contract or agreement that is executed prior to the loss.

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

CHANGE

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto". This waiver applies only to the person or organization shown in the Schedule above.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 09/16/2023

Policy No. CA 6676607

Endorsement No.

Named Insured THE HILLER COMPANIES, LLC

Premium \$ Included

Insurance Company Safety National Casualty Corporation

Countersigned By _____

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

SCHEDULE

ANY PERSON OR ORGANIZATION AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT THAT IS EXECUTED PRIOR TO THE LOSS

THIS FORM APPLIES ONLY TO THE FOLLOWING STATE(S) IF COVERED BY YOUR POLICY. IF A STATE IS NOT LISTED BELOW, THIS FORM DOES NOT APPLY IN THAT STATE.
AL, AZ, AR, CO, CT, FL, GA, IN, LA, MD, MA, MS, MO, MT, NV, NM, NY, NC, OR, SC, TN, VA, WV

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 09/16/2023 Policy No. LDC4068447 Endorsement No.
Insured THE HILLER COMPANIES, LLC. Premium \$ Included
Insurance Company Safety National Casualty Corporation

Countersigned By _____



License Information:

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

Entity name: THE HILLER COMPANIES, LLC
Business name: THE HILLER COMPANIES, LLC
Entity type: [Limited Liability Company](#)
UBI #: 603-278-142
Business ID: 001
Location ID: 0002
Location: Active
Location address: 10311 E MONTGOMERY DR
 SPOKANE VALLEY WA 99206-4220
Mailing address: 3751 JOY SPRINGS DR
 MOBILE AL 36693-5134

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
Chelan General Business Non-Resident				Active	Jan-31-2025	Feb-16-2024
Colville General Business - Non-Resident				Active	Jan-31-2025	Jan-24-2024
Deer Park General Business - Non-Resident				Active	Jan-31-2025	Jan-29-2024
East Wenatchee General Business - Non-Resident				Active	Jan-31-2025	Jan-30-2024
Ephrata General Business - Non-Resident				Active	Jan-31-2025	Feb-02-2024
Moses Lake General Business - Non-Resident	BL2024-0075			Active	Jan-31-2025	Jan-26-2024
Pasco General Business - Non-Resident	42269			Active	Jan-31-2025	Mar-07-2024
Pullman General Business - Non-Resident				Active	Jan-31-2025	Jan-24-2024
Quincy General Business - Non-Resident				Active	Jan-31-2025	Jan-29-2024
Richland General Business - Non-Resident				Active	Jan-31-2025	Jan-26-2024
Spokane General Business - Non-Resident				Active	Jan-31-2025	Jan-24-2024
Spokane Valley General Business				Active	Jan-31-2025	Jan-31-2024
Walla Walla General Business - Non-Resident				Active	Jan-31-2025	Jan-31-2024
Wenatchee General Business - Non-Resident				Active	Jan-31-2025	Jan-25-2024



Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Yakima General Business - Non-Resident				Active	Jan-31-2025	Jan-24-2024
Governing People <small>May include governing people not registered with Secretary of State</small>						
Governing people			Title			
CICCONE, ANTHONY						
PEREZ, SANTIAGO						
THE HILLER COMPANIES HOLDINGS, INC.						
Registered Trade Names						
Registered trade names			Status		First issued	
THE HILLER COMPANIES, LLC			Active		Jan-24-2024	
View Additional Locations						
The Business Lookup information is updated nightly. Search date and time: 6/11/2024 10:19:05 AM						

Contact us

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Council Briefing Paper Finance & Administration Committee

Committee Date	June 24, 2024
Submitting Department	Fleet Services
Contact Name	Rick Giddings
Contact Email & Phone	509-625-7706
Council Sponsor(s)	Cathcart, Zappone, Wilkerson
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	5100 – Purchase Contract with Pomp’s Tire
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>Fleet Services would like to contract with Pomp’s Tire for the purchase of tires and tire related products utilizing the Washington State DES Contract. This will be a two year contract with the option of three one year extensions for an annual expenditure not to exceed \$800,000.</p> <p>Pomp’s has been the City’s tire supplier for approximately two years and have proven themselves to be reliable and provide exceptional value. New contract is to coincide with Washington DES’ current contract term.</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>\$800,000</u></p> <p style="padding-left: 20px;">Current year cost: \$800,000</p> <p style="padding-left: 20px;">Subsequent year(s) cost: \$800,000</p> <p>Narrative: <u>This contract utilizes the Washington DSC contract which meets City competitive purchasing requirements.</u></p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Program revenue</p> <p>Is this funding source sustainable for future years, months, etc? Yes</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impacts (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> • What impacts would the proposal have on historically excluded communities? 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. 	

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? Tire purchase and labor costs are collected to compare with other vendor options.
- 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 City 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. Subcommittee for this topic does not exist.



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 06/24/2024

Committee Agenda type: Consent

Date Rec'd 6/13/2024

Clerk's File #

Cross Ref #

Project #

Council Meeting Date: 07/08/2024

Submitting Dept FLEET SERVICES

Bid #

Contact Name/Phone RICK GIDDINGS 625-7706

Requisition # MASTER

Contact E-Mail RGIDDINGS@SPOKANECITY.ORG

Agenda Item Type Contract Item

Council Sponsor(s) MCATHCART ZZAPPONE BWILKERSON

Agenda Item Name 5100 - SERVICE CONTRACT WITH POMP'S TIRE

Agenda Wording

Fleet Services would like to contract with Pomp's Tire for tire services utilizing the Washington State DES Contract. This will be a two-year contract with the option of three one-year extensions for an annual expenditure not to exceed \$380,000.

Summary (Background)

Pomp's has provided tire service to the City for approximately two years and have proven themselves to be reliable and provide exceptional value. New service contract is to coincide with Washington DES' current contract term.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 380,000.00

Current Year Cost \$ 380,000.00

Subsequent Year(s) Cost \$ 380,000.00

Narrative

This contract utilizes the Washington DSC contract which meets City competitive purchasing requirements.

Amount

Budget Account

Expense \$ 380,000.00 # 5100-71700-48348-54803-99999

Select \$ #

Select \$ #

Select \$ #

\$ #

\$ #



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

RUSSELL, ADAM T.

Division Director

BOSTON, MATTHEW

Accounting Manager

ORLOB, KIMBERLY

Legal

HARRINGTON,

For the Mayor

PICCOLO, MIKE

Additional Approvals

Distribution List

jason.jeffries@pompstire.com

rgiddings@spokanecity.org

atrussell@spokanecity.org

tprince@spokanecity.org

tbrazington@spokanecity.org

Council Briefing Paper Finance & Administration Committee

Committee Date	June 24, 2024
Submitting Department	Fleet Services
Contact Name	Rick Giddings
Contact Email & Phone	509-625-7706
Council Sponsor(s)	Cathcart, Zappone, Wilkerson
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	5100 – Service Contract with Pomp’s Tire
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>Fleet Services would like to contract with Pomp’s Tire for tire services utilizing the Washington State DES Contract. This will be a two-year contract with the option of three one-year extensions for an annual expenditure not to exceed \$380,000.</p> <p>Pomp’s has provided tire service to the City for approximately two years and have proven themselves to be reliable and provide exceptional value. New service contract is to coincide with Washington DES’ current contract term.</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>\$380,000</u></p> <p style="padding-left: 20px;">Current year cost: \$380,000</p> <p style="padding-left: 20px;">Subsequent year(s) cost: \$380,000</p> <p>Narrative: <u>This contract utilizes the Washington DSC contract which meets City competitive purchasing requirements.</u></p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Program revenue</p> <p>Is this funding source sustainable for future years, months, etc? Yes</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impacts (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> • What impacts would the proposal have on historically excluded communities? 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. 	

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? Tire purchase and labor costs are collected to compare with other vendor options.
- 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 City 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. Subcommittee for this topic does not exist.

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	June 24, 2024
Submitting Department	Finance, Treasury & Administration
Contact Name	Conner Thorne
Contact Email & Phone	wthorne@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	Armored Car Service Contract Renewal
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	The City seeks to purchase Armored Care Services under the Washington State Department of Enterprise Services Contract #26423. Contract #26423 terms and conditions are incorporated into the work order agreement by reference. All obligations owed to the State by Loomis under Contract #26423 are also owned to the City.
<p>*use the Fiscal Impact box below for relevant financial information</p>	<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$65,000 annually</u></p> <p style="padding-left: 20px;">Current year cost: \$45,000</p> <p style="padding-left: 20px;">Subsequent year(s) cost: \$65,000</p> <p>Narrative: <u>This contract is piggy-backing off of the state contract with Loomis for Armored Car 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: 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>
<p>Operations Impacts (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> • What impacts would the proposal have on historically excluded communities? • How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? • How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution? • Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? 	

Council Subcommittee Review

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

City of Spokane

Contract #26423 Armored Car Services: Work Request

This Work Request is issued under Contract #26423 with the Department of Enterprise Services.

Work Request Number:	24-700	05/23/2024
Category of Service: Armored Car Services	Services are provided for the City of Spokane which is located in Spokane County as outlined in Exhibit B, No. 26423 Pricing and Ordering.	Number of pickups per week: See below
Expected Work Period	Work period is projected from: <i>May 23, 2024 through May 22, 2026 (w/option to renew up to 48 months)</i>	

Jobsite Location: Various locations in the City of Spokane.
 Contact is: treasuryaccounting@spokanecity.org (509) 625-6030

LOCATION	ADDRESS	FREQUENCY PER WEEK
City Hall	City Hall, 1st Floor	Monday- Friday
City Hall Parking	City Hall, Lower Level	Monday - Friday
Riverfront Park ¹	507 North Howard Street	Monday
Riverfront Park ²	507 North Howard Street	Monday and Friday
Riverfront Park ³	507 North Howard Street	On Call
Riverfront Park ⁴	507 North Howard Street	Monday - Sunday
Manito Park Cafe ⁴	1928 S. Tekoa Street	Monday – Sunday
Municipal Court	1100 W. Mallon Ave.	Monday- Friday
Municipal Court Parking	1100 W. Mallon Ave.	Monday- Friday
Police Records	1100 W. Mallon Ave.	Monday- Friday
Police Evidence Room	4010 E. Alki	On Call
Waste To Energy - Geiger	2900 S. Geiger	Monday- Sunday (daily)

¹ December – March only
² April – May and September – November
³ June – August only
⁴ May – September only

NOTE: Locations and frequency per week may be added, deleted, or changed as needed.

Scope of Work/Services Required:

The City of Spokane has an interlocal agreement with the Washington State Department of Enterprise Services allowing the City to purchase or acquire goods and services under the contracts entered into by DES that permit such use. The City of Spokane seeks to purchase Loomis Armored Car Services under the Washington State Department of Enterprise Services Contract #26423. All obligations owed to the State by Loomis under Contract #26423 are also owed to the City of Spokane.

Invoice Address and Account Payable Contact:

City of Spokane
Treasury Department
808 W Spokane Falls Blvd
Spokane WA 99201

treasuryaccounting@spokanecity.org
(509) 625-6030

Banking: Where are deposits and change order delivered or picked up from
US Bank Spokane Cash Vault

Projected Budget (if applicable):

Agency (Project Manager):	Deputy Treasurer	Date: 5/23/2024
Phone: (509) 625-6030	Email: treasuryaccounting@spokane city.org	Fax: N/A

Exhibit A – Contract #26423 with the Department of Enterprise Services

Exhibit B – Washington State Contract No. 26423 Pricing and Ordering

LOOMIS ARMORED US

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



Washington State
**DEPARTMENT OF
ENTERPRISE SERVICES**

CONTRACT

No. 26423

FOR

ARMORED CAR SERVICES

**GEOGRAPHIC AREAS: OLYMPIC, NORTHWEST, SOUTHWEST, SOUTH CENTRAL, NORTH CENTRAL, AND EASTERN
REGIONS**

CATEGORY: ARMORED CAR SERVICES

For Use by Eligible Purchasers

By and Between

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

and

LOOMIS ARMORED US, LLC

Dated May 23, 2024



CONTRACT

No. 26423

FOR

ARMORED CAR AND COURIER SERVICES

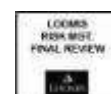
**GEOGRAPHIC AREAS: OLYMPIC, NORTHWEST, SOUTHWEST, SOUTH CENTRAL, NORTH CENTRAL, AND EASTERN
REGIONS**

CATEGORY: ARMORED CAR SERVICES

This Washington Contract (“Contract”) is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“Enterprise Services”) and Loomis Armored US, LLC a Texas Corporation (“Contractor”) and is dated and effective as of May 23, 2024.

RECITALS

- A. Pursuant to Legislative authorization, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish enterprise procurement solutions, including contracts, for goods and/or services to support Washington state agencies. See RCW 39.26.050(1). The Washington State Legislature also has authorized Enterprise Services to make these contracts available, pursuant to an agreement in which Enterprise Services ensures full cost recovery, to other local or federal government agencies or entities, public benefit nonprofit organizations, and any tribes located in the State of Washington. See RCW 39.26.050(1) & (2).
- B. Washington state agencies and other eligible purchasers, as part of their operational requirements, need to purchase certain specified courier transport services, via armored car, to transport currency and other valuables (“Armored Car Services”), smart safe rentals including Armored Car Services (“Smart Safe Rental with Armored Car Services”), and courier transport services, via unarmored courier service, to transport currency and other valuables or packages (“Courier Services”) (collectively “Armored Car & Courier Services”) from qualified, innovative, professional vendors. Accordingly, on behalf of the State of Washington, Enterprise Services, as part of a competitive governmental procurement to establish an enterprise procurement solution, issued Competitive Solicitation No. 26423 dated May 23, 2024 to solicit and evaluate competitive bids to award Contracts for Armored Car Services, Smart Safe Rental with Armored Car Services, & Courier Services by specified contract category and specified geographic area. The Competitive Solicitation was structured to meet purchaser needs and designed to result in Contract awards by contract category (i.e., Armored Car Services, Smart Safe Rental with Armored Car Services, and Courier Services) and by geographic area, depending on the contract category. In addition, within each geographic area, Enterprise Services structured the Competitive Solicitation to address state procurement priorities pertaining to qualified Washington Small Businesses and Veteran-Owned Businesses.
- C. The goal of the competitive solicitation is to establish an enterprise procurement solution resulting in Contracts awarded by specified contract category and specified geographic area to enable eligible purchasers to purchase specified Armored Car Services, Smart Safe



Rental with Armored Car Services, and/or Courier Services from an awarded Contractor in a cost-effective, efficient manner using the terms and conditions of the Contract.

- D. Enterprise Services evaluated all responses to the Competitive Solicitation and identified Contractor as an apparent successful bidder for the above-reference contract category(ies) for the above-referenced geographic area(s).
- E. Enterprise Services has determined that entering into this Contract will meet the identified needs and be in the best interest of the State of Washington.
- F. The purpose of this Contract is to enable eligible purchasers to purchase the Goods and/or Services as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

- 1. **TERM.** The term of this Contract is twenty-four (24) months, commencing May 23, 2024 and ending May 22, 2026; *Provided*, however, that if Contractor is not in default and if, by February 1, 2026, in Enterprise Services’ reasonable judgment, Contractor satisfactorily has met the performance-based goals for contract extension, Enterprise Services shall extend the term of this Contract, by written amendment, for up to forty-eight (48) additional months at a time. Such extension amendment shall be on the same terms and conditions as set forth in this Contract. To earn the performance-based Contract term extension, Contractor must achieve the following performance-based metrics:

PERFORMANCE METRIC	PERFORMANCE REQUIREMENT FOR CONTRACT EXTENSION
Pick-Up and Drop- Off Success Rate	Contractor must timely provide pick-up and drop-off information with details pertaining to date, time, and amount of cash, checks or cash valued goods when requested by Purchaser or Enterprise Services. Contractor must achieve a pick-up success rate of 75% and a drop-off success rate of 80%.
Transaction Report:	Contractor must timely provide transaction reports as described in Section 11.4 when requested by Purchaser or Enterprise Services. Contractor must achieve an 80% on time rate over the contract term.
Billing Report:	Contractor must timely provide billing and invoicing reports as described in Section 11.6, when requested by Purchaser or Enterprise Services. Contractor must achieve an 80% on time rate over the contract term.
Administrative Report:	Contractor must timely provide administrative reports as described in Section 11.5, when required by Purchaser. Contractor must achieve an 80% on time rate over the contract term.
Annual Contract Sales Report:	Contractor must timely provide annual detailed sales report as described in Section 11.3. Contractor must achieve a 75% on time rate over the contract term.



PERFORMANCE METRIC	PERFORMANCE REQUIREMENT FOR CONTRACT EXTENSION
Insurance Endorsements:	Contractor timely provides to Enterprise Services at the designated address, without exception, annual insurance endorsements for the insurance coverages required by this Contract. <i>See Exhibit C – Insurance Requirements at § 4.</i>
Vendor Management Fee:	Contractor timely remits to Enterprise Service, with no less than a 75% on time rate over the contract term, the applicable Vendor Management Fee (VMF). <i>Note: Contractor must pay the VMF within thirty (30) calendar days of invoice from Enterprise Services. If Contractor is delinquent in timely paying the VMF for three (3) or more quarters within the first nine (9) quarters of the Contract term, Contractor shall not be eligible for a performance-based extension.</i>
Contract Sales Reports:	Contractor timely provides to Enterprise Services, with no less than a 75% on time rate over the contract term, the required Contract quarterly sales reports. <i>Note: Contractor must provide the quarterly sales reports to Enterprise Services within thirty (30) calendar days of the quarter’s end. If Contractor is delinquent in providing the quarterly sales reports for three (3) or more quarters within the first nine (9) quarters of the Contract term, Contractor shall not be eligible for a performance-based extension.</i>

2. ELIGIBLE PURCHASERS. This Contract may be utilized by any of the following types of entities (each an eligible “Purchaser”):

2.1. WASHINGTON STATE AGENCIES. All Washington state agencies, departments, offices, divisions, boards, and commissions.

2.2. WASHINGTON STATE INSTITUTIONS OF HIGHER EDUCATION. Any the following institutions of higher education (colleges) in Washington:

- State universities – i.e., University of Washington & Washington State University;
- Regional universities – i.e., Central Washington University, Eastern Washington University, & Western Washington University
- Evergreen State College;
- Community colleges; and
- Technical colleges.

2.3. CONTRACT USAGE AGREEMENT PARTIES. Any of the following types of entities that have executed a Contract Usage Agreement with Enterprise Services:

- Political subdivisions (e.g., counties, cities, school districts, public utility districts) in the State of Washington;
- Federal governmental agencies or entities;



- Public-benefit nonprofit corporations (i.e., public benefit nonprofit corporations as defined in RCW 24.03A.245) who receive federal, state, or local funding); and
- Federally recognized Indian Tribes located in the State of Washington.

3. SCOPE: INCLUDED GOODS AND/OR SERVICES & PRICES.

3.1. CONTRACT SCOPE. Pursuant to this Contract, Contractor is authorized to sell and provide only those Goods and/or Services set forth in *Exhibit A – Included Goods/Services* for the prices set forth in *Exhibit B – Prices for Goods/Services*. Contractor shall not represent to any Purchaser under this Contract that Contractor has contractual authority to sell or provide any Goods and/or Services beyond those set forth in *Exhibit A – Included Goods/Services*.

- (a) Goods. For purposes of this Contract, “Goods” means all equipment, materials, supplies, ancillary parts, accessories, components and other items purchased by Purchaser pursuant to this Contract and as identified in the Purchase Order.
- (b) Services. For purposes of this Contract, “Services” means all services of any nature ordered by Purchaser pursuant to this Contract and as identified in the Purchase Order.
- (c) Specifications. Where applicable, specifications for Goods and/or Services are detailed in this Contract and the Purchase Order. Unless otherwise specified in the Purchase Order, all Goods and/or Services provided shall be new and unused of the latest model or design.

3.2. STATE’S ABILITY TO MODIFY SCOPE OF CONTRACT. Subject to mutual agreement between the parties, Enterprise Services reserves the right to modify the Goods and/or Services included in this Contract; *Provided*, however, that any such modification shall be effective only upon thirty (30) calendar days advance written notice; and *Provided further*, that any such modification must be within the scope of the Competitive Solicitation for this Contract.

3.3. ECONOMIC ADJUSTMENT. The Contract Prices set forth herein are firm and fixed for one year from the effective date of this Contract. Beginning twelve (12) months after the effective date of this Contract and for every annual anniversary thereafter, the Contract prices set forth in *Exhibit B – Prices for Goods/Services* will be adjusted as set forth herein. Price adjustments will be made in accordance with the percentage change in the United States Department of Labor, Bureau of Labor and Statistics (BLS) Produce Price Index (PPI). The percentage difference between the PPI issued for May 2024 and the PPI issued for each service/commodity of the year of adjustment will determine the maximum allowable adjustment of original contract prices. No retroactive contract price adjustments will be allowed. The economic adjustment shall be calculated as follows:

$$\text{New Price} = \text{Old Price} \times ((.40 \times (\text{Current Period Index}/\text{Base Period Index})) + (.60 \times (\text{Current Period Index}/\text{Base Period Index})))$$

CATEGORY 1: ARMORED CAR SERVICES		%
Diesel No. 2	WPU05730302	40
Armored Car Guards	CEU4349200003	60
CATEGORY 2: SMART SAFE WITH ARMORED CAR SERVICES		



Diesel No. 2	WPU05730302	40
Armored Car Guards	CEU4349200003	60
CATEGORY 3: COURIER SERVICES		
Gasoline	WPS0571	40
Courier and Express Delivery Services	PCU4921-4921	60

Only final PPI data will be used to adjust contract pricing. This Contract will use seasonally unadjusted indexes. If an index becomes unavailable, Enterprise Services shall substitute a proxy index. If there is not a direct substitute, the next higher aggregate index available will be used.

- 3.4. **PRICE CEILING.** Although Contractor may offer lower prices to Purchasers, during the term of this Contract, Contractor guarantees to provide the Goods and/or Services at no greater than the prices set forth in *Exhibit B – Prices for Goods/Services* (subject to economic or other adjustment as set forth herein).
- 3.5. **CONTRACT INFORMATION.** Enterprise Services shall maintain and provide to eligible Purchasers information regarding this Contract, including scope, pricing, and lowest responsive, responsible bidder designation. In addition, Enterprise Services identifies awarded contractors who qualify as Washington Small Businesses, Certified Veteran-Owned Businesses, or that, pursuant to the Contract provide Goods/Services that meet specified state procurement priorities as set forth in the Competitive Solicitation.
- 4. CONTRACTOR REPRESENTATIONS AND WARRANTIES.** Contractor makes each of the following representations and warranties as of the effective date of this Contract and at the time any order is placed pursuant to this Contract. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.
- 4.1. **QUALIFIED TO CLAIM DO BUSINESS.** Contractor represents and warrants that Contractor is (a) in good standing; (b) qualified to do business in the State of Washington; and (c) registered with the Washington State Department of Revenue and the Washington Secretary of State.
- 4.2. **TAXES.** Contractor represents and warrants that Contractor is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.
- 4.3. **LICENSES; CERTIFICATIONS; AUTHORIZATIONS; & APPROVALS.** Contractor represents and warrants that Contractor possesses and shall keep current during the term of this Contract all required licenses, certifications, permits, authorizations, and approvals necessary for Contractor’s proper performance of this Contract.
- 4.4. **SUSPENSION & DEBARMENT.** Contractor represents and warrants as previously certified in Contractor’s Bidder’s Certification, that neither Contractor nor its principals or affiliates presently are nor have ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.
- 4.5. **WAGE VIOLATIONS.** Contractor represents and warrants as previously certified in Contractor’s Bidder’s Certification, that during the term of this Contract and the three (3) year period immediately preceding the award of the Contract, Contractor has not been determined, by a



final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW 49.46, 49.48, or 49.52.

- 4.6. CIVIL RIGHTS. Contractor represents and warrants that Contractor complies with all applicable requirements regarding civil rights. Such requirements prohibit discrimination against individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 4.7. PUBLIC CONTRACTS AND PROCUREMENT FRAUD. Contractor represents and warrants that, within the three (3) year period prior to this Contract, neither Contractor nor its principals or affiliates: (a) have been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, local, or tribal) contract or purchase order under a public contract; (b) have been in violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) have been indicted for or otherwise criminally or civilly charged by a government entity (federal, state, local, or tribal) with commission of any of the offense enumerated in subsection (b) of this provision; or (d) had one or more public contracts (federal, state, local, or tribal) terminated for cause or default.
- 4.8. PROCUREMENT ETHICS & PROHIBITION ON GIFTS. Contractor represents and warrants that Contractor complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Enterprise Services and Purchasers' employees.
- 4.9. WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS). Contractor represents and warrants that Contractor is registered in Washington's Electronic Business Solution (WEBS), Washington's contract registration system and that, all of Contractor's information therein is current and accurate and that throughout the term of this Contract, Contractor shall maintain an accurate profile in WEBS.
- 4.10. WASHINGTON'S STATEWIDE PAYEE DESK. Contractor represents and warrants that Contractor is registered with Washington's Statewide Payee Desk, which registration is a condition to payment.
- 4.11. CONTRACT PROMOTION; ADVERTISING AND ENDORSEMENT. Contractor represents and warrants that Contractor shall use commercially reasonable efforts both to promote and market the use of this Contract with eligible Purchasers and to ensure that those entities that utilize this Contract are eligible Purchasers. Contractor understands and acknowledges that neither Enterprise Services nor Purchasers are endorsing Contractor's Goods and/or Services or suggesting that such Goods and/or Services are the best or only solution to their needs. Accordingly, Contractor further represents and warrants that Contractor shall make no reference to Enterprise Services, any Purchaser, or the State of Washington in any promotional material without the prior written consent of Enterprise Services.
- 4.12. CONTINGENT FEES. Contractor represents and warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established agents as defined in the Federal Acquisition Regulations.



- 4.13. FINANCIALLY SOLVENT. Contractor represents and warrants that Contractor has not commenced bankruptcy proceedings and that there are no judgment, liens, or encumbrances of any kind affecting title to any Goods and/or Services that are the subject of this Contract.
- 4.14. OPERATIONAL CAPABILITY. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor has the operational and financial capability to perform the Contract.
- 4.15. CONTRACT TRANSITION. Contractor represents and warrants that, in the event this Contract or a similar contract, is transitioned to another contractor (e.g., Contract expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services (including the Purchasers hereunder) for a period of sixty (60) calendar days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington and such Purchasers; *Provided*, however, that, if costs are incurred, Contractor shall be compensated for such costs consistent with the terms and conditions pertaining to this Contract for the sixty (60) day period immediately before such transition.

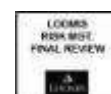
5. QUALITY; WARRANTY; REMEDIES.

- 5.1. GOODS WARRANTY. Contractor warrants that the Goods: (a) are free from defects in design, material, and workmanship; (b) are fit and safe for the intended purposes and appropriate for the specified application(s) (if any); (c) are consistent with recognized industry quality standards; (d) comply with the requirements, specifications, drawings, standards, and descriptions included in this Contract; and (e) are produced and delivered in full compliance with applicable law ("Goods Warranty"). Contractor further warrants that it has good and marketable title to the Goods and shall keep Purchaser's property free of liens. If Purchaser receives notice of a lien caused by Contractor, Purchaser may withhold any payment otherwise due Contractor until Contractor submits proof, in a form satisfactory to Purchaser, that all lienable claims have been fully paid or waived.
- 5.2. GOODS REMEDY. If Goods do not comply with the Goods Warranty or any defects develop under normal use, at Purchaser's election, Contractor promptly shall remedy the defect by removing, repairing, correcting, and/or replacing any defective Goods. Contractor's Goods Warranty support shall include, at Contractor's sole expense, all technical support, parts, materials and equipment, and labor, including freight and "in/out" costs required to address the defect. If, in Purchaser's judgment, repair or replacement is inadequate, or fails of its essential purpose, Contractor shall refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.
- 5.3. SERVICES WARRANTY. Contractor warrants that: (a) Services shall be performed in a timely, efficient, and professional manner; (b) all Contractor personnel assigned to perform Services shall have the necessary skill, training, and licenses; and (c) Services shall be performed in a manner consistent with the standard of care in the industry ("Services Warranty").
- 5.4. SERVICES REMEDY. If Services do not comply with the Services Warranty or are in any manner found to be nonconforming, Contractor promptly shall remedy the non-conformance, or at



Purchaser's election, Contractor shall re-perform or correct the nonconforming Services at no additional cost to Purchaser or refund the amounts paid for the Services.

- 5.5. IT WARRANTY. Contractor warrants, that all hardware, software, and firmware associated with Goods or Services ("IT Goods" and "IT Services", respectively) shall not: (a) contain any viruses, malicious code, Trojan horse, worm, time bomb, self-help code, back door, or other software code or routine designed to: (i) damage, destroy, or alter any software or hardware; (ii) reveal, damage, destroy, or alter any data; (iii) disable any computer program automatically; or (iv) permit unauthorized access to any software or hardware; (b) contain any third party software (including software that may be considered free software or open source software) that (i) may require any software to be published, accessed, or otherwise made available without the consent of Purchaser, or (ii) may require distribution, copying, or modification of any software free of charge; and (c) infringe on any patent, copyright, trademark, or other proprietary or intellectual property right of any third party or misappropriate any trade secret of any third party ("IT Warranty"). The IT Warranty shall expire twelve (12) months after the date IT Goods are delivered or IT Services are complete, as applicable.
- 5.6. IT REMEDY. If IT Goods or IT Services do not comply with the IT Warranty, or if any defect or non-conformance develops during the IT Warranty Period, Contractor, at Purchaser's election, promptly shall: (a) remedy the defect by removing, repairing, correcting or replacing, and/or reinstalling any defective IT Goods; (b) re-perform or correct the non-conforming IT Services at no additional cost to Purchaser; or (c) refund the amounts paid for IT Services and IT Goods.
- 5.7. FAILURE TO REMEDY. If Contractor does not remedy a defect or nonconformity within ninety (90) calendar days after receipt of written notice from Purchaser, or if an emergency exists rendering it impossible or impractical for Purchaser to have Contractor provide a remedy, Purchaser may, without prejudice to any other rights or remedies available to it, make or cause to be made required modifications, adjustments, or repairs, or may replace Goods, Services, IT Goods, or IT Services, in which case Contractor shall reimburse Purchaser for its actual costs or, at Purchaser's option, Purchaser shall offset the costs incurred from amounts owing to Contractor.
- 5.8. TECHNICAL SUPPORT. During any applicable warranty period, Contractor shall provide all warranty service and telephone support, including after-hour technical support, at its own cost. Contractor shall maintain a technical support hotline to address breakdowns and safety incidents.
- 6. SAFETY; SECURITY; CONTRACTOR REQUIREMENTS WHILE ON PURCHASER'S PREMISES.** Contractor's failure to comply with any of the requirements in this Section shall be cause for termination.
- 6.1. ON-SITE REQUIREMENTS. As applicable, while on Purchaser's premises or while interacting with Purchaser and/or Enterprise Services' personnel, Contractor, its agents, employees, or subcontractors shall comply, in all respects, with Purchaser's physical, fire, access, safety, health, and security requirements and not interfere with Purchaser's operations. Contractor represents and warrants that Contractor, its agents, employees, or subcontractors who access Purchaser's premises shall be adequately trained and at all times comply with Purchaser's requirements.



- 6.2. IT SECURITY POLICIES. Contractor, its agents, employees, or subcontractors shall comply with all Washington State IT security policies and standards which shall be made available to Contractor upon request.
- 6.3. BACKGROUND CHECKS. Contractor, its agents, employees, or subcontractors shall comply with all applicable Washington State background investigation procedures prior to employment, for all personnel having access to or custody of property consigned to an armored car, or courier organization. A basic background investigation should be conducted by or for the employing firm to verify information given on the employment application and the applicant's suitability for the task being considered: prior criminal history, traffic violations, credit history, and individual's honesty.
- 6.4. ARMED GUARD WEAPONS ISSUANCE. Contractor, its employees, or subcontractors assigned to a protective task should be issued a company-owned, hand-held weapon and such other weapons or personal protective devices necessary for the safeguarding of the cargo and protection of the crew members' lives, for use while on duty.
- 6.5. FACILITY INSPECTIONS. Contractor shall provide right of access to its facilities to Enterprise Services and/or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract.

7. SUBCONTRACTORS.

- 7.1. CONTRACTOR RESPONSIBILITY. Notwithstanding any provision to the contrary, in the event Contractor elects to utilize subcontractors to perform this Contract, Contractor shall: (a) incorporate Contractor's responsibilities under this Contract into its subcontracts; (b) be fully responsible for the performance of any such subcontractors (regardless of tier) and ensure that subcontractors comply with each and every Contractor obligation set forth in this Contract; (c) be the sole point of contact for Enterprise Services and any Purchasers regarding all contractual matters; (d) ensure that such subcontractors are registered in WEBS; and (e) defend, indemnify, and hold Enterprise Services and Purchasers harmless in case of negligence, other tortious fault, or intentional misconduct by any such subcontractors (regardless of tier). Prior to utilizing any subcontractor to perform this Contract, Contractor shall provide written notice to Enterprise Services' contract administrator. Such notice shall confirm that the subcontractor is registered in WEBS and provide the necessary information for Enterprise Services' contract administrator to include such subcontractor(s) in Washington's Purchasing Contract Management System (PCMS).
- 7.2. REPORTING. If Contractor is required to report to Purchaser and/or Enterprise Services, such report(s) shall include subcontractor data, by subcontractor, for any data that Contractor is required to report as well as a consolidated 'rollup' report combining Contractor and subcontractor data.
- 7.3. SUBCONTRACTOR REPRESENTATIONS AND CERTIFICATIONS. Any Contractor representations or certifications set forth in this Contract shall apply to subcontractors (at any tier) and Contractor shall not utilize any subcontractors (at any tier) who cannot provide such representations or certifications, excepting the certification to be registered with Washington's Statewide Payee Desk, unless Purchaser shall pay such subcontractor directly.

8. USING THE CONTRACT – PURCHASES.



8.1. ORDERING REQUIREMENTS.

- (a) Eligible Purchasers shall order Goods and/or Services from this Contract, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Purchaser but including, at a minimum, a purchase order. When practicable, Contractor and Purchaser also shall use telephone orders, email orders, web-based orders, and similar procurement methods (collectively "Purchaser Order"). All Purchase Orders must reference the Contract number. The terms of this Contract shall apply to any Purchase Order and, in the event of any conflict, the terms of this Contract shall prevail. Notwithstanding any provision to the contrary, in no event shall any 'click-agreement,' software or web-based application terms and conditions, or any other agreement modify the terms and conditions of this Contract.
- (b) Pursuant to this Contract, Purchaser, through a Purchase Order, may contract with Contractor for regularly scheduled Services and/or periodic Services; *Provided*, however, that upon reasonable advance notice of not less than one (1) business day nor more than three (3) business days, as Purchaser and Contractor may agree, Purchaser may request changes to its regularly scheduled Services. In such case, the parties shall amend their existing Purchaser Order to reflect the revised Services.

8.2. PERFORMANCE REQUIREMENTS. Contractor shall ensure that, in providing the Goods and/or Services set forth in *Exhibit A – Included Goods/Services*, Contractor complies with this Contract, the Purchase Order used by Purchaser, and as otherwise mutually agreed in writing between Purchaser and Contractor.

- (a) CUSTOMER SERVICE. For each Purchaser account, Contractor shall assign both a single, primary account representative and a secondary account representative. Account representatives must be available between the hours of 8:00am-5:00pm Pacific Time.
- (b) PICK-UP/DROP-OFF SCHEDULE. Contractor shall perform pick-ups and/or drop-offs between the normal business hours of 8:00am-5:00pm Pacific Time at the location(s) specified in the Purchase Order.
- (c) PROVISIONS FOR PICK-UPS/DROP-OFFS.
 - (1) Contractor shall supply tamper-evident deposit bags for purchase to Purchasers within two (2) business days of request. Bags must pass standards provided by the Office of the State Treasurer for deposit to state bank accounts.
 - (2) Contractor shall supply Purchasers with a deposit/pick-up log or consignment log. Log must track the following information: date, bag number, dollar amount, change due, releasing employee, signature of custodian and time of pick-up/drop-off.
 - (3) Contractor agrees there is no limit to the number of items that can be obtained upon pick-up.



- (4) Contractor shall be responsible for all investigative fees associated with allegations of theft or loss if Purchaser is not found to be at fault.
 - (5) Contractor shall perform stops in 10 minutes or less.
 - (d) CHANGE SERVICE. Contractor shall provide change service.
 - (e) TIMELY PERFORMANCE. Contractor timely shall provide the Goods and perform the Services set forth in *Exhibit A – Included Goods/Services*. In the event of any anticipated or actual delay in delivery of Goods or performance of Services, Contractor promptly shall notify Purchaser’s designated representative(s) and specify the reasons for such delay, and the actions being taken by Contractor to overcome or minimize the delay.
 - (f) CONFIDENTIALITY; SAFEGUARDING OF INFORMATION. Contractor shall not use or disclose any information concerning Purchaser and/or Enterprise Services, or information which may be classified as confidential, for any purpose not directly connected with the administration of this Contract, except with prior written consent of Enterprise Services, or as may be required by law.
- 8.3. RECEIPT AND INSPECTION OF GOODS AND/OR SERVICES. Goods and/or Services purchased under this Contract are subject to Purchaser’s reasonable inspection, testing, and approval. Purchaser reserves the right to reject and refuse acceptance of Goods and/or Services that are not in accordance with this Contract and Purchaser’s Purchase Order. If there are any apparent defects in the Goods and/or Services at the time of delivery, Purchaser promptly shall notify Contractor. Payment for any Goods and/or Services under such Purchase Order shall not be deemed acceptance.

9. INVOICING & PAYMENT.

- 9.1. CONTRACTOR INVOICE. Contractor shall submit properly itemized invoices to Purchaser’s designated invoicing contact for Goods and/or Services delivered under this Contract. Such invoices shall itemize the following:
- (a) Contract No. 26423
 - (b) Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative);
 - (c) Contractor’s Federal Tax Identification Number;
 - (d) Date(s) of delivery;
 - (e) Applicable Goods and/or Services;
 - (f) Invoice amount; and
 - (g) Payment terms, including any available prompt payment discounts.

Contractor’s invoices for payment shall reflect accurate Contract prices. Invoices shall not be processed for payment until receipt of a complete invoice as specified herein.

- 9.2. PAYMENT. Payment is the sole responsibility of, and shall be made by, the Purchaser. Purchaser’s obligation to pay invoices is subject to receipt of a timely and accurate invoice and conforming Goods and/or Services. Unless Contractor has provided a prompt payment discount set forth in *Exhibit B – Prices for Goods/Services*, Purchaser’s payment is due within thirty (30) calendar days of invoice. Purchaser retains the right of setoff for any amount due



or owing to Purchaser. Purchaser may make payments electronically (e.g., ACH payments). Contractor shall provide information necessary to facilitate electronic payments. If Purchaser fails to make timely payment(s), Contractor may invoice Purchaser in the amount of one percent (1%) per month on the amount overdue or a minimum of \$1. Payment shall not be considered late if a check or warrant is mailed within the time specified.

- 9.3. OVERPAYMENTS. Contractor promptly shall refund to Purchaser the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) calendar days of written notice to Contractor; *Provided*, however, that Purchaser shall have the right to elect to have either direct payments or written credit memos issued. If Contractor fails to make timely refunds of overpayment(s) (either directly or by credit memo), Contractor shall pay Purchaser interest at the rate of one percent (1%) per month on the amount overdue thirty (30) calendar days after notice to Contractor.
- 9.4. ADVANCE PAYMENT PROHIBITED. Except as authorized by law, Contractor shall not request or receive advance payment for any Goods and/or Services furnished by Contractor pursuant to this Contract.
- 9.5. NO ADDITIONAL CHARGES. Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, insurance, or payment processing.
- 9.6. TAXES/FEES. Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Contract. Failure to do so shall constitute breach of this Contract. Unless otherwise agreed, Purchaser shall pay applicable sales tax imposed by the State of Washington on purchased Goods and/or Services. Contractor's invoices shall separately state (a) taxable and non-taxable charges and (b) sales/use tax due by jurisdiction. In regard to federal excise taxes, Contractor shall include federal excise taxes only if, after thirty (30) calendar days written notice to Purchaser, Purchase has not provided Contractor with a valid exemption certificate from such federal excise taxes.

10. CONTRACT MANAGEMENT.

- 10.1. CONTRACT ADMINISTRATION & NOTICES. Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of this Contract. Enterprise Services' contract administrator shall provide Contract oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Contract. The parties may change contract administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:



Enterprise Services

Attn: Julia Bang
 Washington Dept. of Enterprise Services
 PO Box 41411
 Olympia, WA 98504-1411
 Tel: (360) 490-9459
 Email: descontractsteamapple@des.wa.gov

Contractor

Attn: Brad Ernster
 Loomis Armored US, LLC
 2500 Citywest Blvd Suite 2300
 Houston, TX 77042
 Tel: (206) 817-2577
 Email: brad.ernster@us.loomis.com

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

- 10.2. CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE. Contractor shall designate a customer service representative (and inform Enterprise Services of the same) who shall be responsible for addressing Purchaser issues pertaining to this Contract.
- 10.3. LEGAL NOTICES. Any legal notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Legal Services Manager
 Washington Dept. of Enterprise Services
 PO Box 41411
 Olympia, WA 98504-1411
 Email: greg.tolbert@des.wa.gov

Contractor

Attn: Risk/Legal
 Loomis Armored US, LLC
 2500 Citywest Blvd Suite 2300
 Houston, TX 77042
 Email: brad.ernster@us.loomis.com

Notices shall be deemed effective upon the earlier of receipt if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

11. CONTRACTOR SALES REPORTING; VENDOR MANAGEMENT FEE; & CONTRACTOR REPORTS.

- 11.1. CONTRACT SALES REPORTING. Contractor shall report total Contract sales quarterly to Enterprise Services, as set forth below.
- (a) Contract Sales Reporting System. Contractor shall report quarterly Contract sales in Enterprise Services' Contract Sales Reporting System. Enterprise Services shall provide Contractor with a login password and a vendor number. The password and vendor number shall be provided to the Sales Reporting Representative(s) listed on Contractor's Bidder Profile.
 - (b) Data. Each sales report must identify every authorized Purchaser by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The "Miscellaneous" option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized Purchasers specified herein during the term of the Contract. If there are no Contract sales during the reporting period, Contractor must report zero sales.



- (c) Due dates for Contract Sales Reporting. Quarterly Contract Sales Reports must be submitted electronically by the following deadlines for all Contract sales invoiced during the applicable calendar quarter:

QUARTER	FOR SALES MADE IN CALENDAR QUARTER	CONTRACT SALES REPORT	
		DUE BY	PAST DUE
1	January 1 – March 31	April 30	May 1
2	April 1 – June 30	July 31	August 1
3	July 1 – September 30	October 31	November 1
4	October 1 – December 31	January 31	February 1

11.2. **VENDOR MANAGEMENT FEE.** Contractor shall pay to Enterprise Services a vendor management fee (“VMF”) of 1.25 percent on the purchase price for all Contract sales (the purchase price is the total invoice price less applicable sales tax).

- (a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

$$\text{Amount owed to Enterprise Services} = \text{Total Contract sales invoiced (not including sales tax)} \times .0125.$$

- (b) The VMF must be rolled into Contractor’s current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.
- (c) Enterprise Services shall invoice Contractor quarterly based on Contract sales reported by Contractor. Contractor is not to remit payment until Contractor receives an invoice from Enterprise Services. Contractor’s VMF payment to Enterprise Services must reference this Contract number, the year and quarter for which the VMF is being remitted, and Contractor’s name as set forth in this Contract, if not already included on the face of the check.
- (d) Contractor’s failure to report accurate total net Contract sales, to submit a timely Contract sales report, or to remit timely payment of the VMF to Enterprise Services, shall be cause for Enterprise Services, at its discretion, to suspend Contractor or terminate this Contract or exercise remedies provided by law. Without limiting any other available remedies, the parties agree that Contractor’s failure to remit to Enterprise Services timely payment of the VMF shall obligate Contractor to pay to Enterprise Services, to offset the administrative and transaction costs incurred by the State to identify, process, and collect such sums, the sum of \$200.00 or twenty-five percent (25%) of the outstanding amount, whichever is greater, or the maximum allowed by law, if less not to exceed ninety (90) days.

11.3. **ANNUAL CONTRACT SALES REPORT.** Contractor shall provide to Enterprise Services a detailed annual Contract sales report. Such report shall include, at a minimum, the following:

- The Goods and/or Services sold (including, as applicable, item number or other identifier);
- Per unit quantities sold;



- Items and volumes purchased by Purchaser;
- Shipment/delivery locations by Purchaser; and
- Contract price.

This report must be provided in an electronic format that can be read by Microsoft (MS) Excel. Such report is due within thirty (30) calendar days of the annual anniversary of the effective date of this Contract.

- 11.4. TRANSACTION REPORTS. At Purchaser and/or Enterprise Services' request, Contractor must provide timely transaction reports within fifteen (15) business days of request. Transaction report may include all transactions for entire agency or broken down by division within an agency. Details may also include Purchaser detail, date, and time of pick-up(s)/drop-off(s), and dollar amount of pick-up(s)/drop-off(s).
- 11.5. BILLING REPORTS. At Purchaser and/or Enterprise Services' request, Contractor must provide timely billing and invoicing reports within fifteen (15) business days of request.
- 11.6. ADMINISTRATIVE REPORTS. At Purchaser and/or Enterprise Services' request, Contractor must provide timely administrative reports within fifteen (15) business days of request. Administrative reports may include a list of all eligible Purchasers within an agency with specific Purchaser detail, email, phone, etc.

12. RECORDS RETENTION & AUDITS.

- 12.1. RECORDS RETENTION. Contractor shall maintain books, records, documents, and other evidence pertaining to this Contract and orders placed by Purchasers under it to the extent and in such detail as shall adequately reflect contract performance and administration of purchases, payments, taxes, and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Contract or final payment for any order placed by a Purchaser against this Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- 12.2. AUDIT. Enterprise Services reserves the right to audit, or have a designated third-party audit, applicable records to ensure that Contractor properly has invoiced Purchasers and that Contractor has paid all applicable vendor management fees to Enterprise Services. Accordingly, Contractor shall permit Enterprise Services, authorized agent of a government agency acting on behalf of Enterprise services or any Purchaser as related to purchases on this contract, to audit, inspect, examine, and copy Contractor's books, documents, papers and records directly pertinent to this Contract or Purchase Orders placed by a Purchaser under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this Contract or final payment for any order placed by a Purchaser against this Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- 12.3. OVERPAYMENT OF PURCHASES OR UNDERPAYMENT OF FEES. Without limiting any other remedy available to any Purchaser, Contractor shall (a) reimburse Purchasers for any overpayments inconsistent with the terms of this Contract or Purchase Orders placed thereunder, at a rate of 112.5% of any such overpayments, found as a result of the examination of Contractor's records, provided that such overpayments were made within the last 90 days; and



(b) reimburse Enterprise Services for any underpayment of vendor management fees, at a rate of 112.5% of such fees found as a result of the examination of Contractor's records, provided that such underpayments were made within the last 90 days (e.g., if Contractor underpays the Vendor Management Fee by \$500 within the last 90 days, Contractor would be required to pay to Enterprise Services $\$500 \times 1.125 = \562.50); Provided, however, that, in the event Contractor timely discovers and corrects any Purchaser overpayment or Contractor underpayment of vendor management fees and does so prior to the initiation of any audit, Contractor shall be entitled to reimburse Purchaser or pay to Enterprise Services the actual amount of such Purchaser overpayment or such underpayment of vendor management fees.

13. INSURANCE.

- 13.1. REQUIRED INSURANCE. Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit C – Insurance Requirements*. All costs for insurance, including any payments of deductible amounts, shall be considered incidental to and included in the prices for Goods and/or Services and no additional payment shall be made to Contractor.
- 13.2. WORKERS COMPENSATION. Contractor shall comply with applicable workers compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Enterprise Services may terminate this Contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. If Contractor performs Services on Purchaser's behalf in the State of Washington, and only to the extent of claims against Contractor by Purchaser under the Indemnity obligations in this Contract, Contractor expressly waives any immunity it may be granted under the Washington State Industrial Insurance Act, Title 51 RCW. Contractor's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefit acts. The parties expressly acknowledge and certify that the waiver of immunity under Title 51 RCW was mutually negotiated and agreed upon.

14. CLAIMS.

- 14.1. ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES. Contractor assumes sole responsibility and all risks of personal injury or property damage to itself and its employees and agents in connection with its operations under this Contract. Enterprise Services has made no representations regarding any factor affecting Contractor's risks. Contractor shall pay for all damage to any Purchaser's property resulting directly or indirectly from Contractor's acts or omissions under this Contract.
- 14.2. THIRD-PARTY CLAIMS; GENERAL INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold Enterprise Services and any Purchaser and their employees and agents harmless from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities, or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "Claims") to the extent arising out of Contractor's or its successors', agents', or subcontractors' negligence, other tortious fault, or intentional misconduct under this Contract. The parties agree that if there are any limitations of Contractor's liability, including a limitation of liability



clause for anyone for whom the Contractor is responsible, such limitations of liability shall not apply to injuries to persons (including death), damages to property, data breach, and/or intellectual property infringement. Contractor shall take all steps needed to keep Purchaser's property free of liens arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed.

- 14.3. CARGO INSURANCE; CLAIMS. In the event of a Cargo Loss, Purchaser agrees to notify Contractor in writing within four (4) calendar days after the loss is discovered or should have been discovered in the exercise of due care, and in no event later than forty-five (45) days after the pick-up by Contractor. All claim notices must be signed and received on company letterhead and contain a brief description of the loss to include: date of service/date of loss, claim amount, Loomis branch performing service, Purchaser contact information with payment instructions and supporting documentation if available at the time of notice. **All claims must be sent to the Loomis Centralized Claim Unit via email at claims2@us.loomis.com.**

Purchaser shall retain sufficient information to allow reconstruction of item(s) in the event of a Cargo Loss. Purchaser agrees it will cooperate and assist in reconstructing lost, damaged, or destroyed items constituting a part of any loss. Purchaser agrees in the event of a loss, that any liability of Contractor shall be reduced by the face value of reconstructed or recovered item(s).

Upon the request of Contractor, Purchaser will furnish a proof of loss to Contractor or its insurance carrier. Once reimbursement has been made to Purchaser, Contractor and its insurer shall receive any and all of the Purchaser's rights and remedies of recovery.

- 14.4. INTELLECTUAL PROPERTY INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold Enterprise Services and any Purchaser and their employees and agents harmless from against any and all Claims resulting from allegations of infringement of any patents, copyrights, trade secret, or similar intellectual property rights covering the Goods and/or Services provided, or the use of the Goods and/or Services under this Contract. If Purchaser's use of Goods and/or Services provided by Contractor is enjoined based on an intellectual property infringement Claim, Contractor shall, at its own expense, either procure for Purchaser the right to continue using the Goods and/or Services or, after consulting with Purchaser and obtaining Purchaser's consent, replace or modify the Goods and/or Services with substantially similar and functionally equivalent non-infringing Goods and/or Services.

- 15. DISPUTE RESOLUTION.** The parties shall cooperate to resolve any dispute pertaining to this Contract efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior managers of each organization to attempt to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute.

16. TERMINATION; EXPIRATION; SUSPENSION; & REMEDIES.

- 16.1. TERMINATION. This Contract may be terminated: (a) upon the mutual written agreement of the parties; (b) by the non-breaching party where the breach is not cured within thirty (30) calendar days after written notice of breach is delivered to the breaching party, unless a



different time for cure is otherwise stated in this Contract; and (c) as otherwise expressly provided for in this Contract. This Contract shall terminate automatically and without further action if a party becomes insolvent or is placed in receivership, reorganization, liquidation, or bankruptcy. In addition to any other available remedies, the non-breaching party may terminate this Contract as provided in subsection (b) above without further liability by written notice to the breaching party. A termination for breach shall not affect rights or obligations accrued or owed before the effective date of the termination notice.

- 16.2. TERMINATION FOR NONAPPROPRIATION OR REDUCTION OF FUNDS OR CHANGES IN LAW. Enterprise Services may suspend or terminate this Contract and Purchasers may suspend or terminate applicable Purchase Orders, in whole or in part, at the sole discretion of Enterprise Services or, as applicable, Purchaser, if Enterprise Services or, as applicable, Purchaser reasonably determines that: (a) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract or applicable Purchase Order; or (b) that a change in available funds affects Purchaser's ability to pay under the applicable Purchase Order. A change of available funds as used in this section includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor. If a written notice is delivered under this provision, Purchaser shall reimburse Contractor for Goods properly ordered and/or Services properly performed until the effective date of said notice. Except as stated in this provision, in the event of termination for nonappropriation or reduction of funds or changes in law, Purchaser shall have no obligation or liability to Contractor.
- 16.3. TERMINATION FOR PUBLIC CONVENIENCE. Enterprise Services, for public convenience, may terminate this Contract; *Provided*, however, that such termination for public convenience must, in Enterprise Services' judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for public convenience shall only be effective upon sixty (60) calendar days prior written notice; and *Provided further*, that such termination for public convenience shall not relieve any Purchaser from payment for Goods/Services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for public convenience, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.
- 16.4. PURCHASER OBLIGATIONS – EXPIRATION. Upon expiration of this Contract, Purchaser shall accept and take delivery of all outstanding and not yet fulfilled Purchase Orders and pay Contractor the price as set out in the Contract. Notwithstanding any provision to the contrary, in no event shall a Purchaser's Purchase Order pursuant to this Contract that is executed prior to expiration of this Contract allow for Contractor to provide Goods and/or Services more than twelve (12) months beyond the expiration date of the Contract.
- 16.5. CONTRACTOR OBLIGATIONS – EXPIRATION OR TERMINATION. Upon expiration or termination of this Contract, Contractor shall: (a) continue to fulfill its warranty obligations with respect to any Goods and/or Services sold hereunder and all provisions of the Contract that, by their nature, would continue beyond the expiration, termination, or cancellation of the Contract shall so continue and survive; and (b) promptly return to Purchaser all keys, badges, and other materials supplied by Purchaser for the performance of any Purchase Order entered into pursuant to this Contract.
- 16.6. DEFAULT. Any of the following events shall constitute cause for Enterprise Services to declare Contractor in default of this Contract:



- (a) Contractor fails to perform or comply with any of the terms or conditions of this Contract;
- (b) Contractor fails to timely report quarterly contract sales;
- (c) Contractor fails to timely pay the vendor management fees when due;
- (d) Contractor fails to maintain the insurance coverages specified herein or timely provide to Enterprise Services the Certificate of Insurance and updates thereto specified herein; or
- (e) Contractor breaches any representation or warranty provided herein.

16.7. **SUSPENSION & TERMINATION FOR DEFAULT.** Enterprise Services may suspend Contractor's operations under this Contract immediately by written cure notice of any default. Suspension shall continue until the default is remedied to Enterprise Services' reasonable satisfaction; *Provided*, however, that, if after thirty (30) calendar days from such a suspension notice, Contractor remains in default, Enterprise Services may terminate Contractor's rights under this Contract. All of Contractor's obligations to Enterprise Services and Purchasers survive termination of Contractor's rights under this Contract, until such obligations have been fulfilled.

16.8. **REMEDIES FOR DEFAULT.**

- (a) Enterprise Services' rights to suspend and terminate Contractor's rights under this Contract are in addition to all other available remedies.
- (b) In the event of termination for default, Enterprise Services may exercise any remedy provided by law including, without limitation, the right to procure for all Purchasers replacement Goods and/or Services. In such event, Contractor shall be liable to Enterprise Services for damages as authorized by law including, but not limited to, any price difference between the Contract price and the replacement or cover price as well as any administrative and/or transaction costs directly related to such replacement procurement – e.g., the cost of the competitive procurement.

16.9. **LIMITATION ON DAMAGES.** Notwithstanding any provision to the contrary, the parties agree that in no event shall any party or Purchaser be liable to the other for exemplary or punitive damages; *Provided*, however, that nothing contained in this Section shall in any way exclude or limit:

- (a) a party's liability for all damages arising out of that party's intentional acts or omissions;
 - (b) the operation of any Goods or Services warranty provided in this Contract; or
 - (c) damages subject to the Intellectual Property Indemnity section of this Contract.
- Any limitation of either party's obligations under this Contract, by delivery slips or other documentation is void.

(d) Contractor will guarantee not to pick up any money and checks that exceed \$250k. Should pick-ups exceed \$250K, contractor will provide 100% coverage for any loss, stolen, or damaged cash/monies exceeding \$250K.

16.10. **SUSPENSION/TERMINATION PROCEDURE.** Regardless of basis, in the event of suspension or termination (in full or in part), the parties shall cooperate to ensure an orderly and efficient suspension or termination. Accordingly, Contractor shall deliver to Purchasers all Goods



and/or Services that are complete (or with approval from Enterprise Services, substantially complete) and Purchasers shall inspect, accept, and pay for the same in accordance with this Contract and the applicable Purchase Order. Unless directed by Enterprise Services to the contrary, Contractor shall not process any orders after notice of suspension or termination inconsistent therewith.

17. PURCHASE ORDER TERMINATION. Purchaser Orders between Eligible Purchasers and Contractor may be terminated as follows:

- (a) Upon the mutual written agreement of the parties to the Purchase Order;
- (b) By the non-breaching party where the breach of the Purchase Order is not cured within thirty (30) calendar days after written notice of breach is delivered to the breaching party, unless a different time for cure is otherwise stated in the applicable Purchase Order; or
- (c) As otherwise expressly provided for in the applicable Purchase Order.

Purchase Orders shall terminate automatically and without further action if a party becomes insolvent or is placed in receivership, reorganization, liquidation, or bankruptcy. In addition to any other available remedies, the non-breaching party may terminate the Purchase Order as provided in subsection (b) above without further liability by written notice to the breaching party. A termination for breach shall not affect rights or obligations accrued or owed before the effective date of the termination notice.

18. PUBLIC INFORMATION & PUBLIC RECORDS DISCLOSURE REQUESTS.

- 18.1. WASHINGTON'S PUBLIC RECORDS ACT. Unless statutorily exempt from public disclosure, this Contract and all related records are subject to public disclosure as required by Washington's Public Records Act, RCW 42.56.
- 18.2. CONTRACTOR OBLIGATION. Contractor shall identify and mark the precise portion(s) of the relevant page(s) of any records provided to Enterprise Services that Contractor believes are statutorily exempt from disclosure and identify the precise statutory basis for exemption from disclosure. In addition, if, in Contractor's judgment, certain portions of such records are not statutorily exempt from disclosure but are sensitive because particular portions of Contractor's records (NOT including pricing) include highly confidential, proprietary, or trade secret information (or the equivalent) that Contractor protects through the regular use of confidentiality or similar agreements and routine enforcements through court enforcement actions, Contractor shall identify and mark the precise portion(s) of the relevant page(s) of any records that include such sensitive information.
- 18.3. ENTERPRISE SERVICES' OBLIGATION. In the event that Enterprise Services receives a public records disclosure request pertaining to records that Contractor has submitted and marked either as (a) statutorily exempt from disclosure; or (b) sensitive, Enterprise Services, prior to disclosure, shall do the following: Enterprise Services' Public Records Officer shall review any records marked by Contractor as statutorily exempt from disclosure. In those situations, where the designation comports with the stated statutory exemption from disclosure, Enterprise Services shall redact or withhold the record(s) as appropriate. For records marked 'sensitive' or for records where Enterprise Services determines that no statutory exemption to disclosure applies or is unable to determine whether the stated statutory exemption to disclosure properly applies, Enterprise Services shall notify Contractor, at the address



provided in the Contract, of the public records disclosure request and identify the date that Enterprise Services intends to release the record(s) (including records marked 'sensitive' or exempt from disclosure) to the requester unless Contractor, at Contractor's sole expense, timely obtains a court order enjoining Enterprise Services from such disclosure. In the event Contractor fails to timely file a motion for a court order enjoining such disclosure, Enterprise Services shall release the requested record(s) on the date specified. Contractor's failure properly to identify exempted or sensitive information or timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Contractor of any claim that such records are exempt or protected from public disclosure.

19. GENERAL PROVISIONS.

- 19.1. TIME IS OF THE ESSENCE. Time is of the essence for each and every provision of this Contract.
- 19.2. COMPLIANCE WITH LAW. Contractor shall comply with all applicable law. Contractor shall obtain all necessary permits and approvals and give all stipulations, certifications, and representations that may be required for it to perform this Contract.
- 19.3. NONDISCRIMINATION.
 - (a) Nondiscrimination Requirement. During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.
 - (b) Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).
 - (c) Default. Notwithstanding any provision to the contrary, Enterprise Services may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until Enterprise Services receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), Enterprise Services may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
 - (d) Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between



this Contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. Enterprise Services and/or Purchasers shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe Enterprise Services and/or Purchasers for default under this provision.

- 19.4. ENTIRE AGREEMENT. This Contract constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- 19.5. AMENDMENT OR MODIFICATION. Except as set forth herein, this Contract may not be amended or modified except in writing and signed by a duly authorized representative of each party.
- 19.6. AUTHORITY. Each party to this Contract, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Contract and that its execution, delivery, and performance of this Contract has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- 19.7. NO AGENCY. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Contract. Neither party is an agent of the other party nor authorized to obligate it.
- 19.8. INDEPENDENT CONTRACTOR. The parties intend that an independent contractor relationship is created by this Contract. Contractor and its employees or agents performing under this Contract are not employees or agents of Enterprise Services. Contractor shall not have authorization, express or implied, to bind Enterprise Services to any agreement, liability, or understanding, except as expressly set forth herein. Contractor and its employees and agents are not entitled to unemployment insurance or worker's compensation benefits through Enterprise Services or the State of Washington and Enterprise Services and the State of Washington shall not pay for or otherwise provide such coverage for Contractor and its employees and agents.
- 19.9. ASSIGNMENT. Contractor may not assign its rights under this Contract without Enterprise Services' prior written consent and Enterprise Services may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor (a) provides written notice to Enterprise Services within thirty (30) calendar days of such event and (b) timely executes Enterprise Services' Assignment, Assumption, and Consent Agreement, Contractor may assign its rights under this Contract in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor. Unless otherwise agreed, Contractor guarantees prompt performance of all obligations under this Contract notwithstanding any prior assignment of its rights.
- 19.10. BINDING EFFECT; SUCCESSORS & ASSIGNS. This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.



- 19.11. ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED GOODS AND/OR SERVICES. Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, any claim for relief or cause of action which Contractor now has or which may accrue to Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any Goods and/or Services provided in Washington for the purpose of carrying out Contractor's obligations under this Contract, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action.
- 19.12. FEDERAL FUNDS. To the extent that any Purchaser uses federal funds to purchase Goods and/or Services pursuant to this Contract, such Purchaser shall specify, with its Purchase Order, any applicable requirement or certification that must be satisfied by Contractor at the time the Purchase Order is placed or upon delivery of such Goods and/or Services to Purchaser.
- 19.13. SEVERABILITY. If any provision of this Contract is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Contract, and to this end the provisions of this Contract are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Contract.
- 19.14. WAIVER. Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Contract, nor shall any purported oral modification or rescission of this Contract by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.
- 19.15. SURVIVAL. All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Contract shall survive and remain in effect following the expiration or termination of this Contract, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.
- 19.16. GOVERNING LAW. The validity, construction, performance, and enforcement of this Contract shall be governed by and construed in accordance with the laws of the State of Washington, without regard to any choice of law principles that would provide for the application of the laws of another jurisdiction.
- 19.17. JURISDICTION & VENUE. In the event that any action is brought to enforce any provision of this Contract, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- 19.18. ATTORNEYS' FEES. In the event of litigation or other action brought to enforce this Contract, each party shall bear its own attorneys' fees and costs.
- 19.19. FAIR CONSTRUCTION & INTERPRETATION. The provisions of this Contract shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Contract. Each party hereto and its counsel has reviewed and revised this Contract and agrees that the normal rules of construction to the effect that any ambiguities



are to be resolved against the drafting party shall not be construed in the interpretation of this Contract. Each term and provision of this Contract to be performed by either party shall be construed to be both a covenant and a condition.

- 19.20. FURTHER ASSURANCES. In addition to the actions specifically mentioned in this Contract, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Contract including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Contract.
- 19.21. EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this Contract in their entirety.
- 19.22. CAPTIONS & HEADINGS. The captions and headings in this Contract are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Contract nor the meaning of any provisions hereof.
- 19.23. ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Contract or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract or such other ancillary agreement for all purposes.

COUNTERPARTS. This Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Contract at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Contract.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
Department of Enterprise Services

LOOMIS ARMORED, US
a Texas Corporation

By: 
Tim Foitzik
Its: Procurement Supervisor

By: 
Patrick Otero
Its: EVP and CFO



INCLUDED GOODS/SERVICES

This Contract includes the following Contract Categories, for the geographic areas identified:

- **Armored Car Services.** The transport of currency and other valuables via armored car.
 - For the following geographic areas:
 - Olympic Region
 - Northwest Region
 - Southwest Region
 - South Central Region
 - North Central Region
 - Eastern Region

Contractor will provide transportation of cash and checks not to exceed \$250K per purchaser, during any given time of transportation. Contractor will notify the purchaser of this limit should pick-up requests exceed \$250K.



PRICES FOR GOODS AND SERVICES

PRICES FOR ARMORED CAR SERVICES

Regions	Weekly Pick-Up Times				
	1x	2x	3x	4x	5x
Olympic	\$ 173.20	\$ 346.40	\$ 519.60	\$ 692.80	\$ 866.00
Northwest	\$ 173.20	\$ 346.40	\$ 519.60	\$ 692.80	\$ 866.00
Southwest	\$ 173.20	\$ 346.40	\$ 519.60	\$ 692.80	\$ 866.00
South Central	\$ 173.20	\$ 346.40	\$ 519.60	\$ 692.80	\$ 866.00
North Central	\$ 173.20	\$ 346.40	\$ 519.60	\$ 692.80	\$ 866.00
Eastern	\$ 173.20	\$ 346.40	\$ 519.60	\$ 692.80	\$ 866.00
Additional Trip Fee for a single, non-weekly pick up.	\$ 75.00	Excess Insurance Cost per \$1000 over \$25K.	\$ 2.09	Additional fee per minute charge over 10 min.	\$ 3.41



INSURANCE REQUIREMENTS

1. **INSURANCE OBLIGATION.** During the term of this Contract, Contractor shall possess and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:
 - a. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial general liability insurance covering bodily injury, property damage, on an 'occurrence form' that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) under the most recent version of form CG 00 01 in the amount of not less than \$2,000,000 per occurrence and \$4,000,000 general aggregate. This coverage shall include blanket contractual liability coverage. This coverage shall include a cross-liability clause or separation of insured condition.
 - b. **COMMERCIAL AUTOMOBILE LIABILITY INSURANCE.** 'Symbol 1' commercial automobile liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per accident shall not be less than \$2,000,000.
 - c. **ALL-RISK TRANSIT AND STORAGE INSURANCE.** All-Risk Transit and Storage Insurance, or comparable insurance, covering coin, currency and checks unable to be identified on a dollar for dollar, face value replacement basis at no less than \$2,000,000 per occurrence.
 - d. **WORKERS' COMPENSATION INSURANCE.** Contractor shall comply with applicable Workers' Compensation or Industrial Accident insurance providing benefits as required by law.
 - e. **EMPLOYERS' LIABILITY INSURANCE.** Employers' liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 bodily injury by disease policy limit.

The insurance coverage limits set forth above may be satisfied by any combination of primary, umbrella, or excess policy. The insurance coverage limits are the minimum. Contractor's insurance coverage shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Contractor from liability in excess of such limits. Contractor waives all rights against the State of Washington for the recovery of damages to the extent such damages are covered by any insurance required herein.

2. **INSURANCE CARRIER RATING.** Coverages provided by Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington's Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best's Insurance Rating. Enterprise Services reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
3. **ADDITIONAL INSURED.** When specified as a required insurance coverage (*see* § 1 – Insurance Obligation, above) Commercial General Liability, Commercial Automobile Liability, and Liability Insurance shall include the State of Washington and all authorized Purchasers (and their agents,



officers, and employees) as Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.

4. **CERTIFICATE OF INSURANCE.** Prior to execution of the Contract, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Contract, a certificate of insurance satisfactory to Enterprise Services that insurance, in the above-stated kinds and minimum amounts, has been secured. In addition, no less than ten (10) calendar days prior to coverage expiration, Contractor shall furnish to Enterprise Services an updated or renewed certificate of insurance, satisfactory to Enterprise Services, that insurance, in the above-stated kinds and minimum amounts, has been secured. Failure to maintain or provide proof of insurance, as required, shall result in Contractor suspension and/or contract termination. All certificates of Insurance and any related insurance documents shall be sent via email to Enterprise Services at the email address as set forth below:

Email: descontractsteamapple@des.wa.gov

Note: The Email Subject line must state:

Contract Insurance Certificate – Contract No. 26423 Armored Car and Courier Services

5. **PRIMARY COVERAGE.** Contractor’s insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, the State of Washington and/or any Purchaser. All insurance or self-insurance of the State of Washington and/or Purchasers shall be excess of any insurance provided by Contractor or subcontractors.
6. **WAIVER OF SUBROGATION.** Contractor waives all rights of subrogation against the State of Washington and any Purchaser for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.
7. **NOTICE OF CHANGE OR CANCELLATION.** There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage, either in whole or in part, without at least sixty (60) calendar days prior written Legal Notice by Contractor to Enterprise Services. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Contract number stated on the cover of this Contract.
8. **EXTENDED REPORTING PERIOD.** If any required insurance coverage is on a claims-made basis (rather than occurrence), Contractor shall maintain such coverage for a period of no less than three (3) years following expiration or termination of the Contract.

* * * END OF INSURANCE REQUIREMENTS * * *



Washington State Department of Services Service Agreement (6.14.2024)

Final Audit Report

2024-06-16

Created:	2024-06-14
By:	Luke Kulina (Luke.Kulina@des.wa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAcbItc_ooTRoCElrBO8VVcNoYsAm2voQ0

"Washington State Department of Services Service Agreement (6.14.2024)" History

-  Document created by Luke Kulina (Luke.Kulina@des.wa.gov)
2024-06-14 - 8:03:25 PM GMT
-  Document emailed to Tim Foitzik (Tim.Foitzik@des.wa.gov) for signature
2024-06-14 - 8:03:34 PM GMT
-  Email viewed by Tim Foitzik (Tim.Foitzik@des.wa.gov)
2024-06-14 - 8:43:59 PM GMT
-  Document e-signed by Tim Foitzik (Tim.Foitzik@des.wa.gov)
Signature Date: 2024-06-16 - 1:50:07 PM GMT - Time Source: server
-  Agreement completed.
2024-06-16 - 1:50:07 PM GMT

Prices For Goods and Services

Prices for Armored Car Services

Regions	Weekly Pick-Up Tir		
	1x	2x	3x
Olympic	\$173.20	\$346.40	\$519.60
Northwest	\$173.20	\$346.40	\$519.60
Southwest	\$173.20	\$346.40	\$519.60
South Central	\$173.20	\$346.40	\$519.60
North Central	\$173.20	\$346.40	\$519.60
Eastern	\$173.20	\$346.40	\$519.60
Additional Trip Fee for a single, non- weekly pick up.	\$75.00	Excess Insurance Cost per \$1000 over \$25K.	\$2.09

5

mes	
4x	5x
\$692.80	\$866.00
\$692.80	\$866.00
\$692.80	\$866.00
\$692.80	\$866.00
\$692.80	\$866.00
\$692.80	\$866.00
\$692.80	\$866.00
Additional fee per minute charge over 10 min.	\$3.41



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/26/2023

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

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

PRODUCER MARSH USA LLC 500 Dallas St., Suite 1500 Houston, TX 77002	CONTACT NAME: <table style="width: 100%;"> <tr> <td style="width: 60%;">PHONE (A/C, No, Ext):</td> <td style="width: 40%;">FAX (A/C, No):</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS:</td> </tr> </table>	PHONE (A/C, No, Ext):	FAX (A/C, No):	E-MAIL ADDRESS:											
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CN102019889-LOOMI-CARGO-24- Evid 1M No No	<table style="width: 100%;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A : (See Attached)</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : (See Attached)		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED Loomis Armored US, LLC 2500 CityWest Blvd, Ste 2300 Houston, TX 77042															

COVERAGES CERTIFICATE NUMBER: HOU-003887033-11 **REVISION NUMBER:** 5

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Cargo			See Attached	01/01/2024	01/01/2025	Limit: 1,000,000

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

CERTIFICATE HOLDER City of Spokane 1100 W Mallon Ave Spokane, WA 99260	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <div style="text-align: right;"><i>Marsh USA LLC</i></div>
--	--

AGENCY CUSTOMER ID: CN102019889

LOC #: Dallas



ADDITIONAL REMARKS SCHEDULE

Page 2 of 3

AGENCY MARSH USA LLC		NAMED INSURED Loomis Armored US, LLC 2500 CityWest Blvd, Ste 2300 Houston, TX 77042	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Primary CIT & Terrorism:
100% Chubb European Group SE
Policy No. 7908642

1st Excess CIT & Terrorism:
100% Lloyd's Underwriters
Policy No. B1723UFIST2350066

The (CIT policy numbers as attached) placement was made by Marsh Ltd. (UK). Marsh USA Inc. has only acted in the role of a consultant to the client with respect to this placement, which is indicated here for your convenience.

REMARKS (SPECIAL CONDITIONS):

GEOGRAPHICAL LIMITS:

Within and between the United States of America and/or Dominion of Canada and/or Puerto Rico and/or other places in the world.

SUBJECT MATTER INSURED (PROPERTY):

Including but not limited to: money, currency, coins, banknotes, debit and credit card sales, Federal Reserve notes, funds held in account by a financial institution, postage and revenue stamps, savings stamps, food stamps, coin tokens, telephone cards, bouillon, precious metals of all kinds and in any form and articles made there from, jewelry, watches, necklaces, bracelets, gems, precious and semi-precious stones, bonds, securities, evidence of debts, debentures, scrips, certificates, receipts, warrants, rights, transfers, coupons, drafts, trading stamps and coupons, bills of exchange, acceptance notes, cheques, withdrawal orders, money orders, travelers' cheques, letters of credit, bills of lading, abstracts of title, insurance policies, deeds, mortgages upon real estate and/or upon chattels and upon interest therein, and assignments or such policies, mortgages and instruments and all other negotiable and non-negotiable valuable papers and documents, electro-magnetic tapes and/or computer software and components, fine arts, mobile phones and any other items of any nature whatsoever.

COVERING:

This insurance shall indemnify the Assured in respect of their legal liability arising under statute and/or contract and/or common law and/or otherwise for physical loss or physical destruction of or physical damage to property as defined elsewhere herein.

EXCLUSIONS

Notwithstanding anything herein to the contrary, (except where included in the Institute War Clauses) this policy does not cover:

WAR & CIVIL WAR

1. Loss or damage caused by or resulting from war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolutions, insurrection, military or usurped power or confiscation to or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIOCHEMICAL AND ELECTROMAGNETIC WEAPONS

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

In no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from:

2.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.

2.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.

2.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

AGENCY CUSTOMER ID: CN102019889

LOC #: Dallas



ADDITIONAL REMARKS SCHEDULE

Page 3 of 3

AGENCY MARSH USA LLC		NAMED INSURED Loomis Armored US, LLC 2500 CityWest Blvd, Ste 2300 Houston, TX 77042	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

2.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.

2.5 any chemical, biological, bio-chemical, or electromagnetic weapon.

It is agreed for the avoidance of doubt that the foregoing clause shall not apply where the proximate cause of Loss is theft. This exclusion shall not apply where the use or operation, of any weapon as described in 12.5 above facilitates the theft, robbery, burglary, hold-up, or other criminal taking of Property.

It is agreed for the avoidance of doubt that the foregoing clause shall not apply where the proximate cause of loss is theft.

DISHONEST OR FRAUDULENT ACTS OF DIRECTORS

3 This policy does not cover Loss resulting directly from any dishonest or fraudulent act(s) or dishonest or fraudulent omission(s) of Board Directors of Loomis AB except in the event of any such dishonest or fraudulent act(s) or dishonest or fraudulent omission(s) such Board Director is performing acts coming within the scope of the usual duties of an Employee of the Assured .

SANCTION LIMITATION AND EXCLUSION CLAUSE

4 Insurers shall not be deemed to provide cover and Insurers shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Insurers to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/28/2023

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

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

PRODUCER MARSH USA, LLC. 4400 Comerica Bank Tower 1717 Main Street Dallas, TX 75201-7357	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE	
CN102019889-GAWX-24-25 Evid GAW No No	INSURER A: AXA XL	NAIC # 24554
INSURED Loomis Armored US, LLC 2500 CityWest Blvd, Ste 2300 Houston, TX 77042	INSURER B: ACE American Insurance Company	22667
	INSURER C: Indemnity Insurance Company of North America	43575
	INSURER D: ACE Fire Underwriters Insurance Company	20702
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** HOU-003887034-07 **REVISION NUMBER:** 4

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
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:			US00095082L124A	01/01/2024	01/01/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 1,000,000
							PRODUCTS - COMP/OP AGG	\$ 1,000,000
								\$
B	<input checked="" type="checkbox"/> 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			ISA H10816877 (AOS)	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WLRCS55518038 (AOS)	01/01/2024	01/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
D	<input type="checkbox"/> Y / <input checked="" type="checkbox"/> N N/A			SCF C55518105 (WI)	01/01/2024	01/01/2025	E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

CERTIFICATE HOLDER City of Spokane 1100 W Mallon Ave Spokane, WA 99260	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Marsh USA LLC</i>
--	--



< Business Lookup

License Information:

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

Entity name: LOOMIS ARMORED US, LLC

Business name: LOOMIS, FARGO & CO.

Entity type: Limited Liability Company

UBI #: 578-078-890

Business ID: 001

Location ID: 0003

Location: Active

Location address: 806 E 2ND AVE
SPOKANE WA 99202-2248

Mailing address: 2500 CITYWEST BLVD
STE 2300
HOUSTON TX 77042-9000

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

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

Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Spokane General Business	T12023658BU			Active	Dec-31-2024	Oct-15-2012

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

Governing people	Title
OTERO, PATRICK	
ZUGER, BJORN	

Registered Trade Names

Registered trade names	Status	First issued

Registered trade names	Status	First issued
LOOMIS	Active	May-23-2019

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 4/25/2024 8:31:18 AM

Contact us

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**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 06/24/2024**Committee Agenda type:** Consent**Date Rec'd**

6/13/2024

Clerk's File #**Cross Ref #****Project #****Council Meeting Date:** 07/08/2024**Submitting Dept**

FLEET SERVICES

Bid #

PW ITB 6108-24

Contact Name/Phone

RICK GIDDINGS 625-7706

Requisition #**Contact E-Mail**

RGIDDINGS@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

MCATHCART ZZAPPONE BWILKERSON

Agenda Item Name

CONTRACT WITH MCLINTOCK AND TURK FOR CNG FUELING SITE EXPANSION

Agenda Wording

Fleet Services would like to contract with McLintock and Turk for the Expansion of the City's CNG Fueling site. The work will be completed in three phases taking place over 3 years. (2024, 2025, and 2026).

Summary (Background)

PW ITB 6108-24 was issued in May and McClintock and Turk was the only responsive bidder. Phase 1 (2024) cost is \$84,220. Phase 2 (2025) cost is \$94,496. Phase 3 (2026) is \$122,213. Total cost is \$300,929 plus applicable sales tax. This work is necessary to meet Solid Waste Collections CNG fueling needs as new CNG units enter the fleet.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 300,929.00

Current Year Cost \$ 84,220.00

Subsequent Year(s) Cost \$ 216,709.00

Narrative

ITB was issued in May and McClintock and Turk was the only responsive bidder. Bid came in 9% below the Engineer's Estimate of \$330,000.

Amount**Budget Account**

Expense \$ 300,929.00

4500-45900-94000-56301-99999

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

ALBIN-MOORE, ANGELA

Legal

HARRINGTON,

For the Mayor

PICCOLO, MIKE

Additional Approvals

PURCHASING

PRINCE, THEA

Distribution List

darin@mcturk.net

rgiddings@spokanecity.org

atrussell@spokanecity.org

tprince@spokanecity.org

tbrazington@spokanecity.org

jsalstrom@spokanecity.org

Council Briefing Paper Finance & Administration Committee

Committee Date	June 24, 2024
Submitting Department	Fleet Services
Contact Name	Rick Giddings
Contact Email & Phone	509-625-7706 rgiddings@spokanecity.org
Council Sponsor(s)	Cathcart, Zappone, Wilkerson
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Contract with McLintock and Turk for CNG Fueling Site Expansion
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Fleet Services would like to contract with McLintock and Turk for the Expansion of the City’s CNG Fueling site. The work will be completed in three phases taking place over 3 years. (2024, 2025, and 2026). PW ITB 6108-24 was issued in May and McClintock and Turk was the only responsive bidder. Phase 1 (2024) cost is \$84,220. Phase 2 (2025) cost is \$94,496. Phase 3 (2026) is \$122,213. Total cost is \$300,929 plus applicable sales tax.</p> <p>This work is necessary to meet Solid Waste Collections CNG fueling needs as new CNG units enter the fleet.</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>\$300,929</u></p> <p style="padding-left: 20px;">Current year cost: \$84,220</p> <p style="padding-left: 20px;">Subsequent year(s) cost: \$216,709</p> <p>Narrative: <u>ITB was issued in May and McClintock and Turk was the only responsive bidder. Bid came in 9% below the Engineer’s Estimate of \$330,000.</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: Reserves</p> <p>Is this funding source sustainable for future years, months, etc? Yes</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impacts (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> • What impacts would the proposal have on historically excluded communities? 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. 	

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? Costs have been compared to historical cost for similar work at the site.
- 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? Meets with City 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 exists for this topic.



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 06/24/2024

Committee Agenda type: Consent

Date Rec'd 5/29/2024

Clerk's File # OPR 2019-0885

Cross Ref #

Project #

Council Meeting Date: 07/08/2024

Submitting Dept	FLEET SERVICES	Bid #	RFP #5153-20
------------------------	----------------	--------------	--------------

Contact Name/Phone	RICK GIDDINGS 625-7706	Requisition #	CR26381
---------------------------	------------------------	----------------------	---------

Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG		
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Agenda Item Type	Contract Item		
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Council Sponsor(s)	MCATHCART	BWILKERSON	ZZAPPONE
---------------------------	-----------	------------	----------

Agenda Item Name	5100 - RACOM VEHICLE COMMISSIONING CONTRACT RENEWAL		
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Agenda Wording

Fleet is seeking contract renewal number 4 of 4 with Racom Inc. for commissioning, radio, and electrical equipment installation for fleet vehicles. Annual expenditure is not to exceed \$150,000.

Summary (Background)

Fleet is seeking contract renewal number 4 of 4 with Racom Inc. for commissioning, radio, and electrical equipment installation for fleet vehicles. Annual expenditure is not to exceed \$150,000.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost	\$ 150,000.00
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Current Year Cost	\$ 150,000.00
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Subsequent Year(s) Cost	\$
-------------------------	----

Narrative

An IRFP was issued in 2020 for commissioning services with Racom being recommended for award through an evaluation committee.

Amount

Budget Account

Expense	\$ 150,000.00	# 5100-71700-48348-54803-99999
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	GIDDINGS, RICHARD
<u>Division Director</u>	BOSTON, MATTHEW
<u>Accounting Manager</u>	ORLOB, KIMBERLY
<u>Legal</u>	HARRINGTON,
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>PURCHASING</u>	PRINCE, THEA

Distribution List

Adam.Crippen@racom.net	rgiddings@spokanecity.org
atrussell@spokanecity.org	tprince@spokanecity.org
tbrazington@spokanecity.org	Brandon.Grimmett@racom.net

Council Briefing Paper Finance & Administration Committee

Committee Date	June 24, 2024
Submitting Department	Fleet Services
Contact Name	Rick Giddings
Contact Email & Phone	rgiddings@gmail.com
Council Sponsor(s)	Cathcart, Wilkerson, Zappone
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	5100 – Racom Vehicle Commissioning Contract Renewal
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	Fleet is seeking contract renewal number 4 of 4 with Racom Inc. for commissioning, radio, and electrical equipment installation for fleet vehicles. Annual expenditure is not to exceed \$150,000.
*use the Fiscal Impact box below for relevant financial information	
Fiscal Impact	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Total Cost: <u>\$150,000</u>	
Current year cost: \$150,000	
Subsequent year(s) cost: \$0	
Narrative: An IRFP was issued in 2020 for commissioning services with Racom being recommended for award through an evaluation committee.	
Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A	
Specify funding source: Program revenue	
Is this funding source sustainable for future years, months, etc? Yes	
Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
<ul style="list-style-type: none"> • What impacts would the proposal have on historically excluded communities? None Identified • How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Data will not be collected. • How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution? Cost and workmanship are compared with similar in house services to ensure value and quality. 	

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. Subcommittee is not in place for this topic.