

THE CITY OF SPOKANE CITY COUNCIL FINANCE & ADMINISTRATION COMMITTEE



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

The Spokane City Council's Finance and Administration Committee meeting will be held at **1:15 PM July 22, 2024**, in Council Chambers, located on the lower level of City hall at 808 W. Spokane Falls Blvd. The meeting can also be accessed live at <https://my.spokanecity.org/citycable5/live/> and <https://www.facebook.com/spokanecitycouncil> or by calling 1-408-418-9388 and entering the access code #2482 433 6563; meeting password 0320.

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

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

AGENDA

- . **Call To Order**
- . **Approval of Minutes from July 22, 2024**
 - . Standing Reports - (minutes)
- . **Standing Reports**
 1. Q2 2024 INVESTEMENT REPORT - CONNER THORNE (5 minutes)
- . **Resolutions from Boards, Commissions, and Neighborhoods**
 1. COMMUNITY ASSEMBLY RESOLUTION ON DEVELOPMENT MORATORIUM - GIACOBBE BYRD (0 minutes)
 2. COMMUNITY ASSEMBLY RESOLUTION ON GENERAL FACILITIES CHARGES - GIACOBBE BYRD (0 minutes)
 3. COMMUNITY ASSEMBLY RESOLUTION ON TRAFFIC CALMING FUNDS - GIACOBBE BYRD (0 minutes)
- . **Discussion Items**
 1. ORDINANCE REPEALING INACTIVE FUNDS (CODE CLEAN UP) - ADAM MCDANIEL (5 minutes)
 2. APPROVAL FOR HEALTH CARE AUTHORITY CONTRACT-PILOT STREET MEDICINE - ARIELLE ANDERSON (15 minutes)
 3. ORDINANCE AMENDING SERS BOARD MEMBERSHIP - ADAM MCDANIEL (5 minutes)
 4. KEEPING FAMILIES TOGETHER RESOLUTION - ANDRES GRAGEDA (10 minutes)
 5. COUNCIL CONFIRMATION OF MAYORAL APPOINTEE – RETIREMENT DIR - ADAM MCDANIEL (5 minutes)
 6. COUNCIL CONFIRMATION OF MAYORAL APPOINTEE – DIRECTOR OF INFO. & TECHNOLOGY - ADAM MCDANIEL (5 minutes)
 7. BOARDS, COMMISSION, AND INITIATIVES UPDATE - COUNCIL MEMBERS AND STAFF (10 minutes)
- . **Consent Items**
 1. VALUE BLANKET WITH POMP'S TIRE (CONTRACTS & PURCHASING)

2. COMMUNITY MINDED ENTERPRISE CONTRACT AMENDMENT (ACCOUNTING & GRANTS)
3. CONTRACT WITH GARTNER, INC. (FINANCE, TREASURY & ADMIN)
4. 5-YEAR LEASE OF RISO COMCOLOR 9730 PRINTER FOR THE MAIL CENTER (INFORMATION TECHNOLOGY)
5. CONTRACT AMENDMENT FOR CONVEYOR BELT SERVICES (SOLID WASTE DISPOSAL)
6. HOFFMAN WELL STATION ROOF REPLACEMENT /MASONRY REPAIRS (FACILITIES MANAGEMENT)
7. INNOVIA CONTRACT AMENDMENT (ACCOUNTING & GRANTS)
8. NUMERICA CREDIT UNION CONTRACT AMENDMENT (ACCOUNTING & GRANTS)
9. OUTSIDE COUNSEL CONTRACT AMENDMENT (CITY ATTORNEY)
10. 5-YEAR LEASE OF MAIL AND INSERTER MACHINES, AND ASSOC. SOFTWARES FOR (INFORMATION TECHNOLOGY)
11. MASTER SERVICE CONTRACT WITH POMP'S TIRE (CONTRACTS & PURCHASING)

. **Executive Session**

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

. **Adjournment**

. **Next Meeting**

. **New Agenda Section**

Next Finance & Administration Committee

The next meeting will be held at the regular date and time of **1:15 PM. August 26, 2024.**

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Risk Management at 509.625.6221, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or m_lowmaster@spokanecity.org. Persons

who are deaf or hard of hearing may contact Risk Management through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 07/22/2024

Committee Agenda type: Information Only

Date Rec'd

7/9/2024

Clerk's File #

Cross Ref #

Project #

Council Meeting Date:

Submitting Dept

FINANCE, TREASURY & ADMIN

Bid #

Contact Name/Phone

CONNER 625-6091

Requisition #

Contact E-Mail

WTHORNE@SPOKANECITY.ORG

Agenda Item Type

Information Only - Committee

Council Sponsor(s)

MCATHCART

Agenda Item Name

0410 - Q2 2024 INVESTEMENT REPORT

Agenda Wording

Quarterly investment report for Q2 2024

Summary (Background)

Quarterly investment report for review

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

Quarterly results of City's investment portfolio

Amount

Budget Account

Select \$ #

Select \$ #

Select \$ #

Select \$ #

\$ #

\$ #

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	TBD
Submitting Department	Treasury & Finance
Contact Name	Conner Thorne
Contact Email & Phone	wthorne@spokanecity.org / 625-6091
Council Sponsor(s)	CM Cathcart (TBD)
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 min
Agenda Item Name	Q2 2024 Investment Report
Proposed Council Action	<input type="checkbox"/> Approval to proceed to Legislative Agenda <input checked="" type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Quarterly investment report for review
<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 style="padding-left: 20px;">Current year cost: n/a</p> <p style="padding-left: 20px;">Subsequent year(s) cost: n/a</p> <p>Narrative: Quarterly results of City's investment portfolio</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? n/a</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impacts (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> • What impacts would the proposal have on historically excluded communities? N/A – no relation • How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? – N/A • How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution? – N/A • Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? – N/A 	
<p>Council Subcommittee Review</p> <ul style="list-style-type: none"> • Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not. – N/A 	



CITY OF SPOKANE

Quarterly Investment Report

As of June 30, 2024

June 30, 2024

This report presents the City's investment portfolio for the quarter ending June 30, 2024. It has been prepared to comply with regulations contained in Washington State RCW 35.39 and Spokane Municipal Code Chapter 7.15. The report includes all investments managed by the City. As required, the report provides information on the investment type, issuer, maturity date, cost, and current market value for each security.

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

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

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

Investment Portfolio Benefits all Funds

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

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

Current Cash and Investment Summary

The following is a summary of the City's cash and investments based on market value as of June 30, 2024, compared with the prior quarter:

Quarterly Investment Report

Portfolio Category	March 31, 2024	June 30, 2024	Percent of Total
Cash & Equivalents	45,304,449	67,973,509	19.69%
Fixed Income Investments	255,730,446	246,456,779	71.38%
SIP Internal Loans	25,384,962	30,838,313	8.93%
TOTAL	326,419,857	345,268,600	100.00%

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

Securities in the City's portfolio are priced according to market values provided by Bank of New York Mellon at the end of each month. In some cases, the City may have investments with a current market value that is greater or less than the recorded value. These changes in market value are due to fluctuations in the marketplace having no effect on yield, as the City does not intend to sell securities prior to maturity. Nevertheless, these market changes will impact the total value of the portfolio as reported. At June 30, 2024, the market value of the portfolio was \$9,332,220.30 less than the cost basis. The difference is an unrealized loss due to the inverse relationship between interest rates and market values as it relates to the fixed income portion of the City's investment portfolio.

The portfolio's average *yield to maturity* as of June 30, 2024 was 3.50%. The *effective rate of return* for the 2nd quarter was 3.53%.

As of June 30, 2024, the investment portfolio was in compliance with all State laws, the City's Statement of Investment Policy and the City's investment management plan.

Summary of Activity for the Quarter and Future Liquidity

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

Investment Portfolio Activities:

- **Maturities:**
 - \$5MM – US Treasury, due 4/18/2024 – 4.46%
 - \$5MM – US Treasury, due 6/20/2024 – 4.99%

Report Contents and Distribution. This report includes the following three schedules on the City's portfolio as of June 30, 2024; Summary of Investment Portfolio; Summary of Investment Portfolio Liquidity; Investment Performance versus benchmark; SIP Loan Capacity Report.

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

DISTRIBUTION LIST

Administration

Lisa Brown – Mayor

Garrett Jones – City Administrator

City Council

Betsy Wilkerson – Council President

Jonathan Bingle – Councilmember

Kitty Klitzke – Councilmember

Lili Navarrete - Councilmember

Michael Cathcart – Councilmember

Paul Dillon – Councilmember

Zack Zappone – Councilmember

Investment Oversight Committee

Matt Boston – Chief Financial Officer

Michael Cathcart – Councilmember

Christine Shisler – Retirement

Brian Brill – Community Member

Gavin Cooley – Investment Officer

CITY OF SPOKANE

As of June 30, 2024

SUMMARY OF INVESTMENT PORTFOLIO:

CITY OF SPOKANE INVESTMENT PORTFOLIO			
	Percent of Portfolio	Current Yield	Market Value
Checking Account	NA	NA	3,117,915
Investments:			
Local Government Investment Pool	19.0%	5.40%	64,855,593
Federal Agency Coupon Securities	39.5%	2.81%	135,063,150
Municipal Bond	9.2%	3.58%	31,554,522
Federal Agency Strip Bonds	10.5%	2.76%	35,755,307
Treasury Coupon Securities	12.9%	4.12%	44,083,800
SIP Loans	9.0%	2.89%	30,838,313
Total Investments	100.0%	3.53%	342,150,684
Total Checking Account & Investments			345,268,599.89

SUMMARY OF INVESTMENT PORTFOLIO LIQUIDITY:

INVESTMENT AGING		
	Percent of Portfolio	Par Value
Overnight	18.11%	64,855,593
Within Three Months	2.16%	7,735,000
Three to Six Months	5.58%	20,000,000
Six Months to One Year	9.77%	35,000,000
One to Two Years	23.47%	84,058,153
Two to Three Years	13.56%	48,555,403
Three to Five Years	18.95%	67,871,756
Five to Seven Years	8.40%	30,083,000
Over Seven Years	0.00%	0
TOTAL	100.0%	\$358,158,906

CITY OF SPOKANE

As of June 30, 2024

INVESTMENT PERFORMANCE VS BENCHMARK:

BENCHMARK COMPARISON

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

Benchmark Comparison for the Quarter Ended 6/30/2024

	<u>Benchmark</u>	<u>6/30/2024</u>	<u>3/31/2024</u>
Average Maturity (yrs)	2.07	1.98	2.15
Average Market Yield	4.95%	3.50%	3.32%
Average Coupon	1.82%	2.85%	2.57%
Total Market Value		\$345,268,600	\$326,419,857

SIP LOAN CAPACITY REPORT:

SIP LOAN CAPACITY		
	Percentage	Amount
Investment Portfolio Balance		\$345,268,600
Less: Bond Proceeds*		1,779,054
Less: ARPA Funds		25,970,485
Investment Portfolio Balance (Net of Bond Proceeds)	100.00%	\$317,519,061
SIP Loan Capacity per Investment Policy (15%)	15.00%	\$47,627,859
Less: Current SIP loans Issued	9.71%	30,838,313
Net Capacity	5.29%	\$16,789,546

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



City of Spokane
Positions by Period
Outstanding and Closed Debt Service
04/01/2024 to 06/30/2024
Primary Sort Issue Group, Secondary Sort Issue Group

Issue	Issue Group	Dated Date	Maturity Dates	Range of Rates (%)	Beginning Balance	Bonds Issued	Principal Paid	Interest Paid	Ending Balance
<u>GOB</u>									
LTGO 2015	GOB	2/11/2015	Dec/2027 - 2034	3 to 4	48,305,000.00	0.00	0.00	829,561.25	48,305,000.00
LTGO 2016	GOB	1/20/2016	Dec/2025	3.24	5,791,018.00	0.00	5,791,018.00	89,123.77	0.00
LTGO 2020	GOB	11/30/2020	Dec/2021 - 2026	1.38	11,023,400.00	0.00	0.00	76,061.46	11,023,400.00
REV 2014	GOB	12/2/2014	Dec/2015 - 2034	3 to 5	119,060,000.00	0.00	0.00	2,400,763.75	119,060,000.00
UTGO 2015	GOB	1/27/2015	Dec/2021 - 2034	3 to 5	58,775,000.00	0.00	0.00	1,133,125.00	58,775,000.00
UTGO 2017	GOB	2/16/2017	Dec/2017 - 2027	4 to 5	11,380,000.00	0.00	0.00	269,225.00	11,380,000.00
UTGO 2018	GOB	12/20/2018	Dec/2019 - 2041	3.125 to 5	57,105,000.00	0.00	0.00	1,156,225.00	57,105,000.00
UTGO 2018	GOB	12/20/2018	Dec/2043	3.625	12,900,000.00	0.00	0.00	233,812.50	12,900,000.00
	Subtotal				324,339,418.00	0.00	5,791,018.00	6,187,897.73	318,548,400.00
<u>Loans</u>									
CLID #223	Loans	11/1/2014	Nov/2026	3.15	171,576.79	0.00	0.00	0.00	171,576.79
CLID #224A	Loans	12/31/2015	Dec/2025	3	68,843.26	0.00	0.00	0.00	68,843.26
PAF 2024 PUBLIC SAFETY	Loans	5/22/2024	Dec/2028	5.14	0.00	4,652,745.24	0.00	0.00	4,652,745.24
PAF ALKI REFUNDED	Loans	6/30/2020	Dec/2025	0.81	1,334,121.12	0.00	64,266.93	5,403.19	1,269,854.19
PAF CHAS DENTAL CLINIC	Loans	7/31/2020	Dec/2025	0.81	646,780.48	0.00	45,258.59	2,619.46	601,521.89
PAF DOWNRIVER GOLF SIP LOAN 20	Loans	5/26/2021	Dec/2026	1.34	2,209,918.82	0.00	78,092.19	14,806.46	2,131,826.63
PAF EAST SPRAGUE RECON PJCT	Loans	3/30/2021	Jun/2026	1.21	1,862,917.00	0.00	137,912.35	11,270.65	1,725,004.65
PAF ENGINEERING RELOCATION	Loans	10/30/2020	Dec/2025	0.77	607,340.75	0.00	150,961.15	2,338.26	456,379.60
PAF FLEET REFUNDED	Loans	6/30/2020	Dec/2025	0.81	1,109,007.19	0.00	276,117.90	4,491.48	832,889.29
PAF GARDNER REFUND	Loans	6/30/2020	Dec/2025	0.81	863,250.40	0.00	41,584.25	3,496.16	821,666.15
PAF GOLF SIP LOAN 2018 REFUNDE	Loans	6/30/2020	Dec/2025	0.81	2,058,341.80	0.00	104,463.38	8,336.28	1,953,878.42
PAF GOLF SIP LOAN 2019 REFUNDE	Loans	6/30/2020	Dec/2025	0.81	2,081,136.79	0.00	95,289.88	8,428.60	1,985,846.91
PAF LTGO 2016 REF RFP/IRON BR	Loans	6/30/2020	Dec/2025	0.81	1,674,605.99	0.00	332,892.33	6,782.15	1,341,713.66
PAF MAPLE GATEWAY REFUNDED	Loans	6/30/2020	Dec/2024	0.81	105,914.68	0.00	105,914.68	407.51	0.00
PAF PARKING METER REPL	Loans	5/22/2024	Dec/2028	5.14	0.00	2,822,526.90	0.00	0.00	2,822,526.90
PAF PARKING METERS	Loans	12/10/2021	Dec/2026	1.65	731,497.86	0.00	731,497.86	5,730.77	0.00



City of Spokane
Positions by Period
Outstanding and Closed Debt Service
04/01/2024 to 06/30/2024
Primary Sort Issue Group, Secondary Sort Issue Group

Issue	Issue Group	Dated Date	Maturity Dates	Range of Rates (%)	Beginning Balance	Bonds Issued	Principal Paid	Interest Paid	Ending Balance
PAF PARKS ZAMBONI	Loans	10/11/2023	Jun/2028	4.47	172,911.55	0.00	16,583.71	4,938.07	156,327.84
PAF PUBLIC SAFETY 2017 REFUNDE	Loans	10/30/2020	Dec/2024	0.76	754,592.84	0.00	754,592.84	2,724.08	0.00
PAF PUBLIC SAFETY 2018 REFUNDE	Loans	10/30/2020	Dec/2025	0.76	1,301,993.84	0.00	1,301,993.84	4,700.20	0.00
PAF PUBLIC SAFETY 2019 REFUNDE	Loans	10/30/2020	Dec/2024	0.76	993,633.38	0.00	993,633.38	3,587.02	0.00
PAF PUBLIC SAFETY 2020	Loans	10/30/2020	Dec/2025	0.77	1,571,057.74	0.00	1,571,057.74	5,746.14	0.00
PAF REFUNDING 2016 LTGO	Loans	5/22/2024	Dec/2028	5.14	0.00	5,786,544.83	0.00	0.00	5,786,544.83
PAF STRATEGIC INVESTMENT REFUN	Loans	6/30/2020	Dec/2025	0.81	765,849.47	0.00	765,849.47	2,946.61	0.00
PAF UNIVERSITY DISTRICT REFUND	Loans	6/30/2020	Dec/2025	0.81	2,662,871.41	0.00	101,547.12	10,784.63	2,561,324.29
PAF WEST PLAINS REFUNDED	Loans	6/30/2020	Dec/2025	0.81	461,460.29	0.00	22,229.34	1,868.91	439,230.95
PAF WTE EQUIPMENT	Loans	2/22/2024	Dec/2028	4.3	1,175,339.00	0.00	116,728.00	13,898.38	1,058,611.00
Subtotal					25,384,962.45	13,261,816.97	7,808,466.93	125,305.01	30,838,312.49
Grand Total					349,724,380.45	13,261,816.97	13,599,484.93	6,313,202.74	349,386,712.49

[Selected Issues]

Issue Group	Issue	Issue Group	Issue
Loans	CLID #222	Loans	CLID #221
Loans	PAF ALKI REFUNDED	Loans	PAF GARDNER REFUND
Loans	PAF UNIVERSITY DISTRICT REFUND	Loans	PAF WEST PLAINS REFUNDED
Loans	PAF LIBRARY REFUNDED	Loans	PAF RIVERFRONT PARK REFUNDED
Loans	PAF FLEET REFUNDED	Loans	PAF ENGINEERING VEHICLES REFUN
Loans	PAF GOLF SIP LOAN 2018 REFUNDE	Loans	PAF GOLF SIP LOAN 2019 REFUNDE
Loans	PAF LTGO 2016 REF RFP/IRON BR	Loans	PAF STRATEGIC INVESTMENT REFUN
Loans	PAF MAPLE GATEWAY REFUNDED	Loans	PAF CHAS DENTAL CLINIC
Loans	CLID #223	Loans	CLID #224A
Loans	CLID #219	Loans	PAF ENGINEERING RELOCATION
Loans	PAF PUBLIC SAFETY 2020	Loans	PAF PUBLIC SAFETY 2014 REFUNDE
Loans	PAF PUBLIC SAFETY 2015 REFUNDE	Loans	PAF PUBLIC SAFETY 2016 REFUNDE
Loans	PAF PUBLIC SAFETY 2017 REFUNDE	Loans	PAF PUBLIC SAFETY 2018 REFUNDE
Loans	PAF PUBLIC SAFETY 2019 REFUNDE	Loans	PAF DOWNRIVER GOLF SIP LOAN 20
Loans	PAF EAST SPRAGUE RECON PJCT	Loans	PAF PARKING METERS
Loans	PAF PARKS ZAMBONI	Loans	PAF WTE EQUIPMENT
Loans	PAF PARKING METER REPL	Loans	PAF 2024 PUBLIC SAFETY
Loans	PAF REFUNDING 2016 LTGO	GOB	LTGO 2015
GOB	UTGO 2015	GOB	UTGO 2017
GOB	REV 2014	GOB	UTGO 2018
GOB	LTGO 2020	GOB	LTGO 2016

City of Spokane


Investment Report

Q2 2024

July 22, 2024

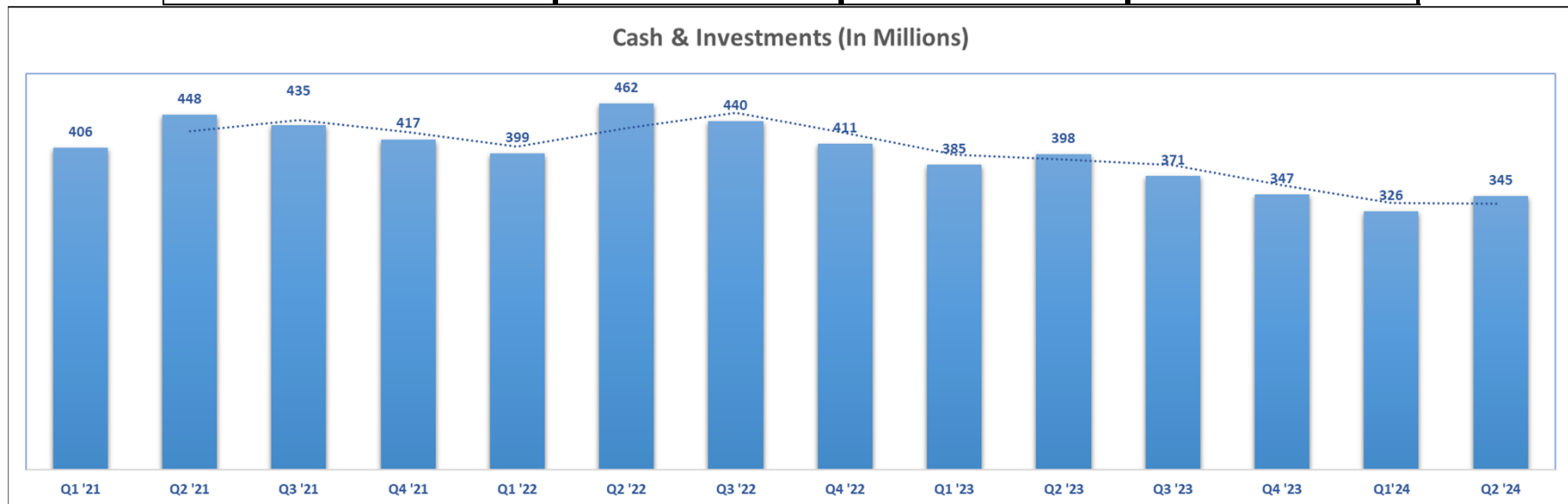


Topics

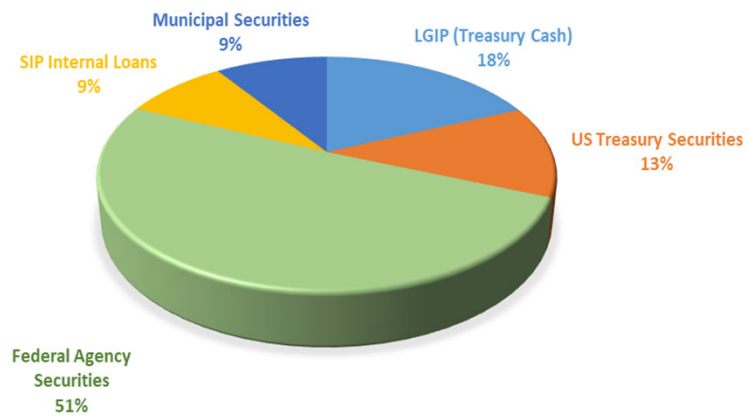
- Current Cash & Investment Balances
 - Portfolio Composition
 - Portfolio Performance
- 

Current Cash & Investment Balances

Portfolio Category	March 31, 2024	June 30, 2024	Percent of Total
Cash & Equivalents	45,304,449	67,973,509	19.69%
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SIP Internal Loans	25,384,962	30,838,313	8.93%
TOTAL	326,419,857	345,268,600	100.00%



Portfolio Composition (*positions*)



Top Portfolio Allocations			
Issuer	Actual Composition	Maximum Composition	Policy Compliance
Federal National Mortgage Assoc.	28%	40%	Complies
US Treasury Securities	11%	100%	Complies
LGIP (Treasury Cash)	18%	100%	Complies
Federal Farm Credit Bank	14%	40%	Complies
Municipal Securities	10%	10%	Complies
Federal Home Loan Bank	9%	40%	Complies
SIP Internal Loans	9%	15%	Complies
Federal Home Loan Mortgage Corp	1%	40%	Complies

Portfolio Composition (*maturities & purchases*)

Maturities

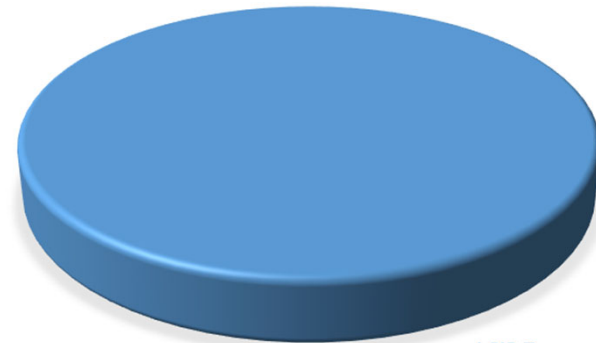
Investment roll-off via security reaching maturity & principal returned to portfolio

- US Treasury – 4/18 @ 4.46% \$5MM
- US Treasury – 6/20 @ 4.99% \$5MM

Purchases

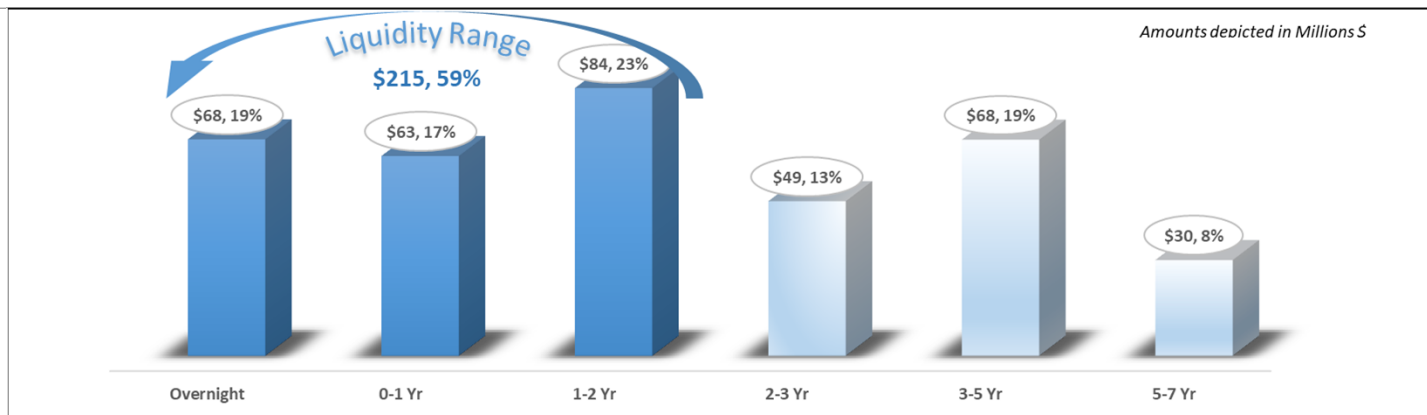
New Investments added to portfolio via market purchasing activity.

- No purchases – 100% re-investment in LGIP



LGIP-Treasury Cash,
10,000,000, 100%

Portfolio Composition (*liquidity*)



MATURITY-BASED CASH FLOWS													
Security Issuer	Jul '24	Aug '24	Sep '24	Oct '24	Nov '24	Dec '24	Jan '25	Feb '25	Mar '25	Apr '25	May '25	June '25	Total
FHLMC	-	-	2,735,000	-	-	-	-	-	-	-	-	-	2,735,000
FNMA	-	-	-	-	-	-	-	-	-	10,000,000	-	-	10,000,000
FFCB	-	-	-	20,000,000	-	-	-	-	-	-	-	-	20,000,000
US Treasury	5,000,000	-	-	-	-	10,000,000	-	-	-	-	-	15,000,000	30,000,000
Interest Income	268,750	637,906	575,000	507,000	337,692	428,125	193,750	637,906	575,000	325,000	332,288	215,625	5,034,042
Monthly CF	<u>5,268,750</u>	<u>637,906</u>	<u>3,310,000</u>	<u>20,507,000</u>	<u>337,692</u>	<u>10,428,125</u>	<u>193,750</u>	<u>637,906</u>	<u>575,000</u>	<u>10,325,000</u>	<u>332,288</u>	<u>15,215,625</u>	
Total 12-month Forward: Portfolio Cash Flows													<u>67,769,042</u>

Portfolio Performance

Unrealized Gains/Losses

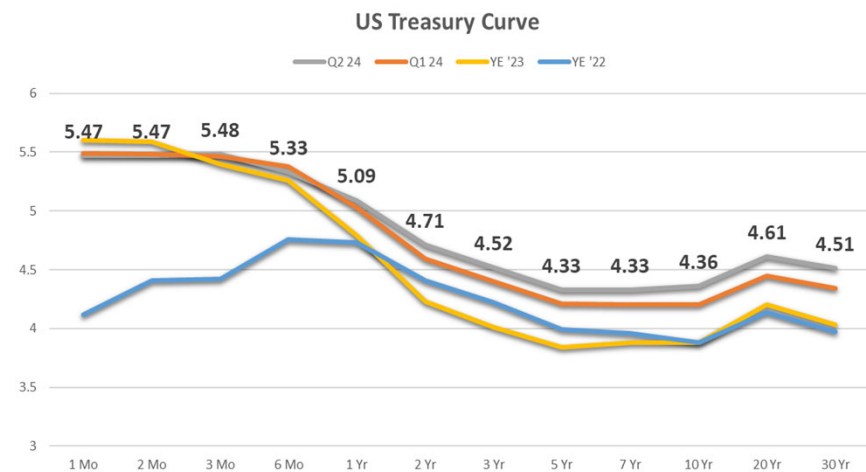
Impact of market-based interest rates on the value of the portfolio.

- \$9.332 Million (loss)

Interest Income

Income earned from Treasury Cash & Fixed Income positions.

- \$5.901 Million Year-to-Date



Portfolio vs SIP Portfolio Index Benchmark

Portfolio Maturity

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

- 1.98 Years

Portfolio Duration

Average duration (in years) for investments in portfolio.

- 1.88 Years

Portfolio Coupon

Average coupon rate for investments in portfolio.

- 2.85%

Portfolio Yield (YTM)

Weighted Average return if investments held to maturity.

- 3.50%

Benchmark Maturity

Average maturity (in years) for Index.

- 2.07 Years

Benchmark Duration

Average duration (in years) for Index.

- 1.89 Years

Benchmark Coupon

Average coupon rate for investments in Index.

- 1.82%

Benchmark Yield (YTM)

Weighted Average return for Index..

- 4.95%

Questions?



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 07/22/2024

Committee Agenda type: Information Only

Date Rec'd

7/19/2024

Clerk's File #

Cross Ref #

Project #

Council Meeting Date:

Submitting Dept

CITY COUNCIL

Bid #

Contact Name/Phone

GIACOBBE 6715

Requisition #

Contact E-Mail

GBYRD@SPOKANECITY.ORG

Agenda Item Type

Information Only - Committee

Council Sponsor(s)

BWILKERSON

Agenda Item Name

COMMUNITY ASSEMBLY RESOLUTION ON DEVELOPMENT MORATORIUM

Agenda Wording

Community Assembly Resolution regarding development moratorium in Latah Valley.

Summary (Background)

The Spokane City Council regularly receives resolutions and formal requests from various city boards and commissions, but historically there has been no clear, internal process that outlines how the council will respond to such resolutions and requests. Over the last six months, city council members have worked with members of the community assembly to create a more formal process for responding to these items.

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

Neutral \$

#

Select \$

#

Select \$

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Select \$

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\$

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\$

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Committee Briefing Paper

Finance & Administration Committee

Committee Date	7/22/2024
Submitting Department	City Council
Contact Name	Giacobbe Byrd
Contact Email & Phone	6715
Council Sponsor(s)	CP Wilkerson
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Three Community Assembly Resolutions Sent to City Council
Proposed Council Action	<input type="checkbox"/> Approval to proceed to Legislative Agenda <input checked="" type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The Spokane City Council regularly receives resolutions and formal requests from various city boards and commissions, but historically there has been no clear, internal process that outlines how the council will respond to such resolutions and requests. Over the last six months, city council members have worked with members of the community assembly to create a more formal process for responding to these items.</p> <p>One step of this draft process involves including resolutions and formal requests that received from internal boards and commissions in a council's standing committee packet, which will formally enter the requests into the public record. This is the first attempt at piloting this process.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: Click or tap here to enter text.</p> <p> Current year cost:</p> <p> Subsequent year(s) cost:</p> <p>Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impacts (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> • What impacts would the proposal have on historically excluded communities? N/A • 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?

N/A

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

N/A

Council Subcommittee Review

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

N/A

A Resolution

by the Community Assembly of the City of Spokane

Presented before the Community Assembly on the 7th day of December in the year 2023

Regarding the Development Moratorium in Targeted Neighborhoods.

Whereas existing roadway infrastructure, including US-195 and I-90, cannot handle current and future traffic loads safely through Latah Valley, West Hills, Grandview-Thorpe, and adjacent southwest Spokane neighborhoods, as well as 5-Mile Prairie and North Indian Trail;

Whereas near-term projected roadway improvements, including bridges, specifically Sunset Bridge, will take time to implement;

Whereas the aforementioned neighborhoods lack adequate fire department services and emergency evacuation routes in areas within the Wildland Urban Interface (WUI);

Whereas, because the City includes neighborhoods located in the WUI, the City adopted SMC17F.110.010 which references the Washington State current amended edition of the International Wildland Urban Interface Code and related standards in August 2021;

Whereas the aforementioned neighborhoods fall within the WUI interface and WUI intermix as shown: <https://data-wadnr.opendata.arcgis.com/apps/wadnr::wildland-urban-interface-viewing-app/explore> and are subject to these codes;

Whereas the aforementioned neighborhoods lack adequate police department services;

Whereas Latah Valley, West Hills, Grandview-Thorpe, and adjacent southwest neighborhoods have little or no public transportation;

Whereas Latah Valley, West Hills, Grandview-Thorpe, and adjacent southwest neighborhoods have no public library;

Whereas Latah Valley, West Hills, Grandview-Thorpe, and adjacent southwest neighborhoods have no schools;

Whereas Latah Valley, West Hills, Grandview-Thorpe, and adjacent southwest neighborhoods have no safe walking/biking routes connecting to other parts of the City;

Whereas Latah Valley, West Hills, Grandview-Thorpe, and adjacent southwest neighborhoods have no community center; and

Whereas proposed market-rate developments in Latah Valley and adjacent neighborhoods will dramatically increase traffic volumes and vehicle loads; now, therefore, be it

Resolved, that the Community Assembly recommend to City Council and City Administration make haste to impose a second moratorium that shall remain in place until the following items are accomplished:

1. Develop a plan to improve roads and bridges to ensure emergency response and evacuation, public transportation access, environmental protection, schools, and wildland urban interface mitigation, and a fire station in Latah Valley (to replace a temporary facility in use since 2015).
2. Secure funding from city, state and federal sources to support this plan.
3. Substantially improve the Latah Valley, West Hills, Grandview-Thorpe, and adjacent southwest Spokane neighborhoods, as well as 5-Mile Prairie and North Indian Trail infrastructure, greatly improving safety and livability for the residents of the City of Spokane, before making way for further, smart development.

By the authority of the Community Assembly of the City of Spokane;

Signed,

A handwritten signature in black ink, appearing to read "Randy McGlenn". The signature is written in a cursive, flowing style with a small flourish at the end.

Randy McGlenn, Chair, Administrative Committee

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 07/22/2024**Committee Agenda type:** Information Only**Date Rec'd**

7/19/2024

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

CITY COUNCIL

Bid #**Contact Name/Phone**

GIACOBBE 6715

Requisition #**Contact E-Mail**

GBYRD@SPOKANECITY.ORG

Agenda Item Type

Information Only - Committee

Council Sponsor(s)

BWILKERSON

Agenda Item Name

COMMUNITY ASSEMBLY RESOLUTION ON GENERAL FACILITIES CHARGES

Agenda Wording

Community Assembly Resolution on General Facilities Charges (GFCs).

Summary (Background)

The Spokane City Council regularly receives resolutions and formal requests from various city boards and commissions, but historically there has been no clear, internal process that outlines how the council will respond to such resolutions and requests. Over the last six months, city council members have worked with members of the community assembly to create a more formal process for responding to these items.

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**

Neutral \$ #

Select \$ #

Select \$ #

Select \$ #

\$ #

\$ #

Committee Briefing Paper

Finance & Administration Committee

Committee Date	7/22/2024
Submitting Department	City Council
Contact Name	Giacobbe Byrd
Contact Email & Phone	6715
Council Sponsor(s)	CP Wilkerson
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Three Community Assembly Resolutions Sent to City Council
Proposed Council Action	<input type="checkbox"/> Approval to proceed to Legislative Agenda <input checked="" type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The Spokane City Council regularly receives resolutions and formal requests from various city boards and commissions, but historically there has been no clear, internal process that outlines how the council will respond to such resolutions and requests. Over the last six months, city council members have worked with members of the community assembly to create a more formal process for responding to these items.</p> <p>One step of this draft process involves including resolutions and formal requests that received from internal boards and commissions in a council's standing committee packet, which will formally enter the requests into the public record. This is the first attempt at piloting this process.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: Click or tap here to enter text.</p> <p>Current year cost:</p> <p>Subsequent year(s) cost:</p> <p>Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impacts (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> • What impacts would the proposal have on historically excluded communities? N/A • 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?

N/A

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

N/A

Council Subcommittee Review

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

N/A

A Resolution

by the Community Assembly of the City of Spokane

Adopted by the Community Assembly on the 6th day of July in the year 2023

Regarding General Facility Charges in the City of Spokane.

Whereas the General Facility Charges or GFCs that new developments pay to connect to our water and wastewater systems have not been updated in over 20 years;

Whereas City Council approved an interim GFC through March 2024 that increases the rate by 66% to represent inflation on rates that were adopted in 2002;

Whereas many GFC fees were waived, generating reduced funds from growth related projects, relying on utility rates instead; and

Whereas City Staff has recommended a number of changes to GFC policy to avoid future funding issues through GFCs; now, therefore, be it

Resolved, that the Community Assembly recommend to City Council:

1. to adopt a two-tiered approach as outlined in the GFC Brief Document to the Community Assembly
2. charge GFC fees without interest as a compromise to the significant increase of fees
3. identify another funding source to accommodate waivers of GFCs as discussed in meetings with the GFC Advisory Committee
4. base the pipe size on $\frac{3}{4}$ " to support water conservation goals

By the authority of the Community Assembly of the City of Spokane;

Signed,



Randy McGlenn, Chair, Administrative Committee



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 07/22/2024

Committee Agenda type: Information Only

Date Rec'd

7/19/2024

Clerk's File #

Cross Ref #

Project #

Council Meeting Date:

Submitting Dept

CITY COUNCIL

Bid #

Contact Name/Phone

GIACOBBE 6715

Requisition #

Contact E-Mail

GBYRD@SPOKANECITY.ORG

Agenda Item Type

Information Only - Committee

Council Sponsor(s)

BWILKERSON

Agenda Item Name

COMMUNITY ASSEMBLY RESOLUTION ON TRAFFIC CALMING FUNDS

Agenda Wording

Community Assembly Resolution on Traffic Calming Funds.

Summary (Background)

The Spokane City Council regularly receives resolutions and formal requests from various city boards and commissions, but historically there has been no clear, internal process that outlines how the council will respond to such resolutions and requests. Over the last six months, city council members have worked with members of the community assembly to create a more formal process for responding to these items.

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

Neutral \$

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Select \$

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\$

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Committee Briefing Paper

Finance & Administration Committee

Committee Date	7/22/2024
Submitting Department	City Council
Contact Name	Giacobbe Byrd
Contact Email & Phone	6715
Council Sponsor(s)	CP Wilkerson
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Three Community Assembly Resolutions Sent to City Council
Proposed Council Action	<input type="checkbox"/> Approval to proceed to Legislative Agenda <input checked="" type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The Spokane City Council regularly receives resolutions and formal requests from various city boards and commissions, but historically there has been no clear, internal process that outlines how the council will respond to such resolutions and requests. Over the last six months, city council members have worked with members of the community assembly to create a more formal process for responding to these items.</p> <p>One step of this draft process involves including resolutions and formal requests that received from internal boards and commissions in a council's standing committee packet, which will formally enter the requests into the public record. This is the first attempt at piloting this process.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: Click or tap here to enter text.</p> <p> Current year cost:</p> <p> Subsequent year(s) cost:</p> <p>Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impacts (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> • What impacts would the proposal have on historically excluded communities? N/A • 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?

N/A

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

N/A

Council Subcommittee Review

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

N/A

A Resolution by the Community Assembly of Spokane

Presented before the Community Assembly on the 2nd day of November in the year 2023

Regarding Traffic Calming Funds

Whereas Traffic Calming Program is one of the Spokane Neighborhoods' premier programs;

Whereas the goal of Traffic Calming Program is "to make city neighborhoods more livable and safe for all" residents;

Whereas the Pedestrian Traffic and Transportation Committee just received a report that Round 10 (originally approved in 2020), postponed to 2023 and now postponed once again, now to be done in 2024 along with Cycle 11;

Whereas, this news is only now, at the end of the construction season, being communicated to the Community Assembly and the neighborhoods; and

Whereas this delayed communication underscores the fact that the Community Assembly and Neighborhood Councils do not receive timely accounting regarding the amount and use of traffic calming dollars, nor the status of traffic calming projects; now, therefore, be it

Resolved, that the Community Assembly requests the Spokane City Council to:

1. provide a semi-annual accounting of traffic calming funds, including revenues and expenditures;
2. provide a semi-annual report from Engineering Services on the status of City Council approved projects to the Community Assembly; and
3. reject the use of traffic calming funds for any purpose other than City Council approved traffic calming projects.

By the authority of the voting members of the Community Assembly;

Signed,



Randy McGlenn, Administrative Committee Chair

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 07/22/2024**Committee Agenda type:** Discussion**Date Rec'd**

6/18/2024

Clerk's File #**Cross Ref #****Project #****Council Meeting Date:** 08/12/2024**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

0520 ORDINANCE REPEALING INACTIVE FUNDS (CODE CLEAN UP)

Agenda Wording

This ordinance amends certain funds with non-technical changes, and repeals certain municipal code sections related to inactive special revenue, debt service, capital projects and enterprise funds.

Summary (Background)

This ordinance repeals the following municipal code sections related to inactive special revenue, debt service, capital projects, and enterprise funds as detailed in the ordinance. This ordinance also amends certain funds with non-technical changes, also detailed within the ordinance.

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

N/A -- code cleanup

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

mmurray@spokanecity.org

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	7/22/2024
Submitting Department	Mayor's Office Finance and Administration
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 Repealing Inactive Funds (Code Clean up)
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>This ordinance amends the following funds with non-technical changes:</p> <ul style="list-style-type: none"> • Updates the name of City Street Fund to Street Maintenance Fund (SMC 07.08.100) • Updates the name of the Cable TV Equipment Reserve Fund to the Channel Five TV Equipment Reserve Fund; Removes language no longer relevant (SMC 07.08.119) • Removes reference to the Opioid Abatement Council in the Cannabis Special Revenue Fund (SMC 07.08.159) <p>This ordinance repeals the following municipal code sections related to inactive special revenue, debt service, capital projects, and enterprise funds:</p> <ul style="list-style-type: none"> • Alcohol Rehabilitation Fund (SMC 07.08.105) • Employment and Training Funds (SMC 07.08.111) • Riverpoint Property Acquisition Fund (SMC 07.08.118) • Housing Stabilization Program Fund (SMC 07.08.120) • CBD Tree Maintenance Fund (SMC 08.18.126) • Spokane Regional Emergency Communication System Fund (SMC 07.08.128) • UDAG Fund (SMC 07.08.142) • Workforce Investment Funds (SMC 07.08.144) • Facilities Bond Redemption and Construction Funds (SMC 07.08.200) • City Hall Debt Service Fund (SMC 07.08.201) • Intermodal Facility Fund (SMC 07.08.308) • Capital Improvements 1999 Fund (SMC 07.08.309) • Rate Stabilization Fund (SMC 07.08.410)
Fiscal Impact	
Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Total Cost: <u>N/A</u> Current year cost: N/A Subsequent year(s) cost:	
Narrative: <u>This ordinance has no financial impact.</u>	

Funding Source One-time Recurring N/A

Specify funding source: Select Funding Source*

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

Expense Occurrence One-time Recurring N/A

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

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

What impacts would the proposal have on historically excluded communities?

N/A – Code Cleanup

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

N/A – Code Cleanup

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

N/A – Code Cleanup. These funds are no longer active.

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

N/A – Code Cleanup. These funds are no longer active.

ORDINANCE NO _____

An ordinance repealing inactive funds; amending Sections 07.08.100, 07.08.119, and 07.08.159; repealing Sections 07.08.105, 07.08.111, 07.08.118, 07.08.120, 07.08.126, 07.08.128, 07.08.142, 07.08.144, 07.08.200, 07.08.308, 07.08.309, and 07.08.410 of the Spokane Municipal Code.

WHEREAS, the administration seeks to update the municipal code to remove previously codified funds that are no longer active; and

WHEREAS, the repeal and amendment of these inactive funds has no fiscal impact;

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 07.08.100 of the Spokane Municipal Code is amended to read as follows:

Section 07.08.100 ((City Street)) Street Maintenance Fund

There is created a fund to be known as the “((city street)) street maintenance fund” from which all expenditures shall be made for proper street purposes.

Section 2. That Section 07.08.105 of the Spokane Municipal Code is repealed.

Section 3. That Section 07.08.111 of the Spokane Municipal Code is repealed.

Section 4. That Section 07.08.118 of the Spokane Municipal Code is repealed.

Section 5. That Section 07.08.119 of the Spokane Municipal Code is amended to read as follows:

Section 07.08.119 ((Cable TV)) Channel Five Equipment Reserve Fund

A. There is established a special revenue fund to be known as the “((cable TV)) channel five equipment reserve fund”. ((into which will be deposited those various grants from Cox Cable Communications Company (TCL Cablevision of Washington by transfer of franchise (Resolution 1996-142, December 23, 1996)) as specified in Attachment 1 to the cable television franchise Ordinance C29733, passed July 2, 1990.))

B. This fund will be used to purchase various items of equipment to be used for a number of City cable programs ((as indicated in said Ordinance C29733 Attachment 1)) including, but not limited to:

1. Terminal and portable governmental equipment.

2. Educational equipment.
3. Video arraignment equipment; and
4. Fixed and field government production equipment.

Section 6. That Section 07.08.120 of the Spokane Municipal Code is repealed.

Section 7. That Section 07.08.126 of the Spokane Municipal Code is repealed.

Section 8. That Section 07.08.128 of the Spokane Municipal Code is repealed.

Section 9. That Section 07.08.142 of the Spokane Municipal Code is repealed.

Section 10. That Section 07.08.144 of the Spokane Municipal Code is repealed

Section 11. That Section 07.08.159 of the Spokane Municipal Code is amended to read as follows:

Section 07.08.159 Cannabis Special Revenue Fund

- A. Effective January 1, 2024, there is established a special revenue fund entitled the "Cannabis Special Revenue Fund" into which shall be paid all funds received by the City pursuant to RCW 69.50.540.
- B. As provided in the annual budget, the "Cannabis Special Revenue Fund" is appropriated as follows:
 - a. No less than \$500,000 shall be appropriated on an annual basis to the general fund for support of the Spokane Police Department; and
 - b. The balance of the Cannabis Special Revenue Fund shall be appropriated to provide for drug abuse prevention, education and general drug enforcement, ~~((to several City departments operating such programs, including but not limited to the Spokane Police Department, and the Opioid Abatement Council established under [chapter 04.39](#) of the Spokane Municipal Code))~~
- C. The city council may also provide for additional revenues to be paid into Cannabis Special Revenue Fund from time to time from any available funds of the City.

Section 12. That Section 07.08.200 of the Spokane Municipal Code is repealed.

Section 13. That Section 07.08.201 of the Spokane Municipal Code is repealed.

Section 14. That Section 07.08.308 of the Spokane Municipal Code is repealed.

Section 15. That Section 07.08.309 of the Spokane Municipal Code is repealed.

Section 16. That Section 07.08.410 of the Spokane Municipal Code is repealed.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	July 22, 2024
Submitting Department	Community, Housing, and Human Services
Contact Name	Arielle M Anderson
Contact Email & Phone	arielleanderson@spokanecity.org
Council Sponsor(s)	<u>Cathcart</u>
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 15 minutes
Agenda Item Name	Approval to enter into contract with the Health Care Authority as it relates to the administration of a pilot street medicine program.
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 contract's scope is to support the direct service provision of Street Medicine (SM) to individuals experiencing homelessness. During the COVID-19 pandemic, a more formalized street medicine program was brought to the forefront in the Spokane community. CHAS Medical Center has since been the lead agency that manages this program and they have had great success in bringing critical medical care to those who are unsheltered. The team envisioned in this contract will be comprised of a Medical Doctor/Physicians Assistant/Nurse Practitioner, a behavioral health specialist (Masters level), and either a certified peer or community health worker. This multi-disciplinary team will ensure that nearly all health-related issues are supported on behalf of an individual.</p> <p>The current SM team deploys with a variety of outreach teams (SNAP, Frontier, Pioneer, SRHD, etc) to help support their efforts as they work with this vulnerable population. This new contract will assist the SM team in their efforts to find permanent, transitional or emergency housing, while also providing critical medical care. Additionally, the grant will formalize an already successful program and allow our community to track the data needed to legitimize its efficacy. Currently, data collection is sparse and can be disjointed in the context of follow-up for medical care, number of referrals made, or when an individual is also working with an outreach team to find permanent or emergency housing placement. This contract will allow for a more holistic approach to medical care and housing placement, and expands their hours to evenings and weekends, thereby casting a wider net for access to their services.</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:</p> <p style="padding-left: 20px;">Current year cost:</p> <p style="padding-left: 20px;">Subsequent year(s) cost:</p> <p>Narrative: The contract amount is \$1,000,000 and the City of Spokane will retain a 10% administrative fee in order to administer this contract and manage performance outcomes.</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Grant</p> <p>Is this funding source sustainable for future years, months, etc? This is a one-year contract. July 1, 2024-June 30, 2025.</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p>	

Other budget impacts: (revenue generating, match requirements, etc.)
Operations Impacts (If N/A, please give a brief description as to why). <i>CHHS may decide to hire a project employee to assist with the administration of this grant. Our fiscal team has looked over the contract and sees no negative impacts operationally.</i>
What impacts would the proposal have on historically excluded communities? <i>As noted above, this contract will increase the collaboration among the SM and other providers who directly serve those who are unsheltered. Because medical care is but one need, working in tandem with other providers to assist with housing, income, etc., will only increase an individual's success.</i>
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? <i>We will utilize CMIS to capture outcome measurements as identified in the contract. In addition, the contract requires deep community collaboration and consistent meetings throughout the year. The City will monitor the contractual requirements and will meet with the HCA (Health Care Authority) on a monthly basis to ensure contract compliance.</i>
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? <i>In addition to the quantitative data that will be captured, we will lean into the community of stakeholders throughout this grant cycle to solicit ongoing feedback in regards to the program's efficacy/success.</i>
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? <i>This program aligns with the CoC's Five Year Strategic Plan to End Homelessness.</i>



**PROFESSIONAL SERVICES
CONTRACT for
A Street Medicine Team Pilot
Program**

HCA Contract Number: K7758

THIS CONTRACT is made by and between the Washington State Health Care Authority, (HCA) and City of Spokane, (Contractor).

CONTRACTOR NAME City of Spokane		CONTRACTOR DOING BUSINESS AS (DBA)		
CONTRACTOR ADDRESS Street 808 W SPOKANE FALLS BLVD	City SPOKANE	State WA	Zip Code 99201	
CONTRACTOR CONTACT Arielle Anderson	CONTRACTOR TELEPHONE 509-625-6055	CONTRACTOR E-MAIL ADDRESS arielleanderson@spokanecity.org		
Is Contractor a Subrecipient under this Contract? <input type="checkbox"/> YES <input type="checkbox"/> NO				

HCA PROGRAM Clinical Quality and Care Transformation	HCA DIVISION/SECTION CLSOPS
HCA CONTACT NAME AND TITLE Rob McDonough, Contract Manager	HCA CONTACT ADDRESS Health Care Authority 626 8th Avenue SE Olympia, WA 98504
HCA CONTACT TELEPHONE (360) 725-5135	HCA CONTACT E-MAIL ADDRESS Rob.mcdonough@hca.wa.gov

CONTRACT START DATE July 1, 2024	CONTRACT END DATE June 30, 2025	TOTAL MAXIMUM CONTRACT AMOUNT \$1,000,000.00
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PURPOSE OF CONTRACT:
The purpose of this contract is to establish a mechanism for payment to fund the creation of a street medicine team pilot program in accordance with the legislative mandate in ESSB 5950.

The parties signing below warrant that they have read and understand this Contract and have authority to execute this Contract. This Contract will only be binding upon signature by both parties. The parties may execute this contract in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. E-mail (electronic mail) transmission of a signed copy of this contract shall be the same as delivery of an original.

CONTRACTOR SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED
HCA SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED

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Recitals

The State of Washington, acting by and through the Health Care Authority (HCA), seeks to secure the creation of a street medicine team pilot program in accordance with the legislative mandate in ESSB 5950; and

Client services, as described in this Contract, are exempt from competitive solicitation (RCW 39.26.125(6)) and City of Spokane (Contractor) seeks to provide such services.

HCA has determined that entering into a Contract with City of Spokane will meet HCA's needs and will be in the State's best interest.

THEREFORE, HCA awards to City of Spokane this Contract, the terms and conditions of which will govern Contractor's providing to HCA the creation of a street medicine team pilot program in accordance with the legislative mandate in ESSB 5950.

IN CONSIDERATION of the mutual promises as set forth in this Contract, the parties agree as follows:

1. STATEMENT OF WORK (SOW)

The Contractor will provide the services and staff as described in Attachment 1: *Statement of Work*.

2. DEFINITIONS

"Authorized Representative" means a person to whom signature authority has been delegated in writing acting within the limits of his/her authority.

"Authorized User" means an individual or individuals with an authorized business need to access HCA's Confidential Information under this Contract.

"Business Associate" means a Business Associate as defined in 45 C.F.R. § 160.103, who performs or assists in the performance of an activity for or on behalf of HCA, a Covered Entity, that involves the use or Disclosure of Protected Health Information (PHI). Any reference to Business Associate in this Contract includes Business Associate's employees, agents, officers, Subcontractors, third party contractors, volunteers, or directors.

"Business Associate Agreement" or **"BAA"** means an agreement that includes the Business Associate provisions required by the U.S. Department of Health and Human Services, Office for Civil Rights.

"Business Days" means Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, except for holidays observed by the state of Washington.

“Centers for Medicare and Medicaid Services” or **“CMS”** means the federal office under the Secretary of the United States Department of Health and Human Services, responsible for the Medicare and Medicaid programs.

“C.F.R.” means the Code of Federal Regulations. All references in this Contract to C.F.R. chapters or sections include any successor, amended, or replacement regulation. The C.F.R. may be accessed at <http://www.eC.F.R..gov/cgi-bin/EC.F.R.?page=browse..>

“Client” means an individual who is eligible for or receiving services through HCA program(s).

“Confidential Information” means information that is exempt from disclosure to the public or other unauthorized persons under chapter 42.56 RCW or other federal or state laws. Confidential Information comprises both Category 3 and Category 4 Data which includes, but is not limited to, Personal Information and Protected Health Information. For the purposes of this Contract, Confidential Information means the same as “Data”.

“Contract” means this Contract document and all schedules, exhibits, attachments, incorporated documents and amendments.

“Contract Administrator” means the HCA individual designated to receive legal notices and to administer, amend, or terminate this Contract.

“Contract Manager” means the individual identified on the cover page of this Contract who will provide oversight of the activities conducted under this Contract.

“Contractor” means City of Spokane, its employees and agents. Contractor includes any firm, provider, organization, individual or other entity performing services under this Contract. It also includes any Subcontractor retained by Contractor as permitted under the terms of this Contract.

“Covered Entity” has the same meaning as defined in 45 C.F.R. 160.103.

“Data” means information produced, furnished, acquired, or used by Contractor in meeting requirements under this Contract. Confidential Information, Personal Information, and Protected Health Information are all considered Data for the purposes of this Contract.

“Data Breach” means the acquisition, access, use, or Disclosure of Data in a manner not permitted under law or by this Contract, including but not limited to the HIPAA Privacy Rule which compromises the security or privacy of the Protected Health Information, with the exclusions and exceptions listed in 45 C.F.R. 164.402.

“Designated Record Set” means a group of records maintained by or for a Covered Entity, that is: the medical and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or used in whole or part by or for the Covered Entity to make decisions about individuals.

“Disclosure” means the release, transfer, provision of, access to, or divulging in any other manner of information outside the entity holding the information.

“Effective Date” means the first date this Contract is in full force and effect. It may be a specific date agreed to by the parties; or, if not so specified, the date of the last signature of a party to this Contract.

“Electronic Protected Health Information” or **“ePHI”** means Protected Health Information that is transmitted by electronic media or maintained in any medium described in the definition of electronic media at 45 C.F.R. § 160.103.

“HCA Contract Manager” means the individual identified on the cover page of this Contract who will provide oversight of the Contractor’s activities conducted under this Contract.

“Health Care Authority” or **“HCA”** means the Washington State Health Care Authority, any division, section, office, unit or other entity of HCA, or any of the officers or other officials lawfully representing HCA.

“HIPAA” means the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC 1320d-d8, as amended, and its attendant regulations as promulgated by the U.S. Department of Health and Human Services (HHS), the Centers for Medicare and Medicaid Services, the HHS Office of the Inspector General, and the HHS Office for Civil Rights. HIPAA includes the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164.

“Individual(s)” means the person(s) who is the subject of PHI and includes a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

“Information and Communication Technology” or **“ICT”** means information technology and other equipment, systems, technologies, or processes, for which the principal function is the creation, manipulation, storage, display, receipt, or transmission of electronic data and information, as well as any associated content. Examples include computers and peripheral equipment; information kiosks and transaction machines; telecommunications equipment; customer premises equipment; multifunction office machines; software; applications; websites; videos; and electronic documents.

“Limited Data Set(s)” means a data set that meets the requirements of 45 C.F.R. §§ 164.514(e)(2) and 164.514(e)(3).

“Minimum Necessary” means the least amount of PHI necessary to accomplish the purpose for which the PHI is needed.

“Overpayment” means any payment or benefit to the Contractor in excess of that to which the Contractor is entitled by law, rule, or this Contract, including amounts in dispute.

“Permissible Use” means only those uses authorized in this Contract and as specifically defined herein.

“Personal Information” means information identifiable to any person, including, but not limited to, information that relates to a person’s name, health, finances, education, business, use or receipt of governmental services or other activities, addresses (including or excluding zip code), telephone numbers, social security numbers, driver’s license numbers, credit card numbers, any other identifying numbers, and any financial identifiers.

“Proprietary Information” refers to any information which has commercial value and is either: (1) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to the current, future, and proposed products and services; or (2) non-technical information relating to products, including without limitation pricing, margins, merchandising plans and strategies, finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data, sales and marketing plans, future business plans, and any other information which is proprietary and confidential. Contractor’s Proprietary Information is information owned by Contractor to which Contractor claims a protectable interest under law.

“Protected Health Information” or **“PHI”** means information that relates to the provision of health care to an individual; the past, present, or future physical or mental health or condition of an individual; or past, present or future payment for provision of health care to an individual. 45 C.F.R. 160 and 164. PHI includes demographic information that identifies the individual or about which there is reasonable basis to believe, can be used to identify the individual. 45 C.F.R. 160.103. PHI is information transmitted, maintained, or stored in any form or medium. 45 C.F.R. 164.501. PHI does not include education records covered by the Family Educational Right and Privacy Act, as amended, 20 USC 1232g(a)(4)(b)(iv)..

“RCW” means the Revised Code of Washington. All references in this Contract to RCW chapters or sections include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at: <http://apps.leg.wa.gov/rcw/>.

“Regulation” means any federal, state, or local regulation, rule, or ordinance.

“Statement of Work” or **“SOW”** means a detailed description of the work activities the Contractor is required to perform under the terms and conditions of this Contract, including the deliverables and timeline, and is Attachment 1 hereto.

“Subcontract” means any separate agreement or contract between the Contractor and an individual or entity (“Subcontractor”) to perform any duties that give rise to a business requirement to access the Data that is the subject of this Contract.

“Subcontractor” means a person or entity that is not in the employment of the Contractor, who is performing all or part of the business activities under this Contract under a separate contract with Contractor. The term “Subcontractor” means subcontractor(s) of any tier.

“USC” means the United States Code. All references in this Contract to USC chapters or sections will include any successor, amended, or replacement statute. The USC may be accessed at <http://uscode.house.gov/>

“WAC” means the Washington Administrative Code. All references to WAC chapters or sections will include any successor, amended, or replacement regulation. Pertinent WACs may be accessed at: <http://app.leg.wa.gov/wac/>.

3. SPECIAL TERMS AND CONDITIONS

3.1 PERFORMANCE EXPECTATIONS

Expected performance under this Contract includes, but is not limited to, the following:

- 3.1.1 Knowledge of applicable state and federal laws and regulations pertaining to subject of Contract;
- 3.1.2 Use of professional judgment;
- 3.1.3 Collaboration with HCA staff in Contractor’s conduct of the services;
- 3.1.4 Conformance with HCA directions regarding the delivery of the services;
- 3.1.5 Timely, accurate and informed communications;
- 3.1.6 Regular completion and updating of project plans, reports, documentation and communications;
- 3.1.7 Regular, punctual attendance at all meetings; and
- 3.1.8 Provision of high-quality services.

Prior to payment of invoices, HCA will review and evaluate the performance of Contractor in accordance with Contract and these performance expectations and may withhold payment if expectations are not met or Contractor’s performance is unsatisfactory.

3.2 TERM

- 3.2.1 The initial term of the Contract will commence on July 1, 2024 and continue through June 30, 2025 unless terminated sooner as provided herein.
- 3.2.2 This Contract may be extended for up to three (3) additional two (2)-year periods by mutually agreed amendment in whatever time increments HCA deems

appropriate. No change in terms and conditions will be permitted during these extensions unless specifically agreed to in writing.

- 3.2.3 Work performed without a contract or amendment signed by the authorized representatives of both parties will be at the sole risk of the Contractor. HCA will not pay any costs incurred before a contract or any subsequent amendment(s) is fully executed.

3.3 COMPENSATION

- 3.3.1 The parties have determined the cost of accomplishing the work herein will not exceed \$1,000,000.00, inclusive of all fees, taxes, and expenses. Compensation for satisfactory performance of the work will not exceed this amount unless the parties agree to a higher amount through an amendment.
- 3.3.2 Contractor's compensation for services rendered will be based on the following rates or in accordance with the following terms as described in Attachment 1: *Statement of Work*.
- 3.3.3 Contractor travel reimbursement, if any, is included in the total compensation. Contractor travel reimbursement is limited to the then-current rules, regulations, and guidelines for State employees published by the Washington State Office of Financial Management in the Washington State Administrative and Accounting Manual (<http://www.ofm.wa.gov/policy/10.htm>); reimbursement will not exceed expenses actually incurred.

3.4 INVOICE AND PAYMENT

- 3.4.1 In order to receive payment for services or products provided to a state agency, Contractor must register with the Statewide Payee Desk at <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services/receiving-payment-state>.
- 3.4.2 Invoices must describe and document to the HCA Contract Manager's satisfaction a description of the work performed, the progress of the project, and fees. All invoices and deliverables will be approved by the HCA Contract Manager prior to payment. Approval will not be unreasonably withheld or delayed.
- 3.4.3 If expenses are invoiced, invoices must provide a detailed breakdown of each type. Expenses of \$50 or more must be accompanied by a receipt.
- 3.4.4 Invoices must be submitted to HCAAdminAccountsPayable@hca.wa.gov with the HCA Contract number in the subject line of the email. Invoices must include the following information, as applicable:

- A. The HCA Contract number;
- B. Contractor name, address, phone number;
- C. Description of services;
- D. Date(s) of delivery;
- E. Net invoice price for each item;
- F. Applicable taxes;
- G. Total invoice price; and
- H. Any available prompt payment discount.

3.4.5 HCA will return incorrect or incomplete invoices for correction and reissue. Payment will be considered timely if made within thirty (30) calendar days of receipt of properly completed invoices.

3.4.6 Upon expiration of the Contract, any claims for payment for costs due and payable under this Contract that are incurred prior to the expiration date must be submitted by the Contractor to HCA within sixty (60) calendar days after the Contract expiration date. HCA is under no obligation to pay any claims that are submitted sixty-one (61) or more calendar days after the Contract expiration date (“Belated Claims”). HCA will pay Belated Claims at its sole discretion, and any such potential payment is contingent upon the availability of funds.

3.5 CONTRACTOR AND HCA CONTRACT MANAGERS

3.5.1 Contractor’s Contract Manager will have prime responsibility and final authority for the services provided under this Contract and be the principal point of contact for the HCA Contract Manager for all business matters, performance matters, and administrative activities.

3.5.2 HCA’s Contract Manager is responsible for monitoring the Contractor’s performance and will be the contact person for all communications regarding contract performance and deliverables. The HCA Contract Manager has the authority to accept or reject the services provided and must approve Contractor’s invoices prior to payment.

3.5.3 The contact information provided below may be changed by written notice of the change (email acceptable) to the other party.

CONTRACTOR Contract Manager Information		Health Care Authority Contract Manager Information	
Name:	Arielle Anderson	Name:	Rob McDonough
Title:	Contract Manager	Title:	Contract Manager

Address:	808 W Spokane Falls Blvd Spokane, WA 99201	Address:	626 8 th Avenue SE Olympia, WA 98504
Phone:	509-625-6055	Phone:	360-725-5135
Email:	arielleanderson@spokanecity.org	Email:	Rob.mcdonough@hca.wa.gov

3.6 KEY STAFF

- 3.6.1 Except in the case of a legally required leave of absence, sickness, death, termination of employment or unpaid leave of absence, Key Staff must not be changed during the term of the SOW from the people who were described in the Response for the first SOW, or those Key Staff initially assigned to subsequent SOWs, without the prior written approval of HCA until completion of their assigned tasks.
- 3.6.2 During the term of the SOW, HCA reserves the right to approve or disapprove Contractor's Key Staff assigned to this Contract, to approve or disapprove any proposed changes in Contractor's Key Staff, or to require the removal or reassignment of any Contractor staff found unacceptable by HCA, subject to HCA's compliance with applicable laws and regulations. Contractor must provide a resume to HCA of any replacement Key Staff and all staff proposed by Contractor as replacements for other staff must have comparable or greater skills for performing the activities as performed by the staff being replaced.

3.7 LEGAL NOTICES

Any notice or demand or other communication required or permitted to be given under this Contract or applicable law is effective only if it is in writing and signed by the applicable party, properly addressed, and delivered in person, via email, or by a recognized courier service, or deposited with the United States Postal Service as first-class mail, postage prepaid certified mail, return receipt requested, to the parties at the addresses provided in this section.

- 3.7.1 In the case of notice to the Contractor:

Attention: Arielle Anderson
City of Spokane
808 W Spokane Falls Blvd
Spokane, WA 99201
arielleanderson@spokanecity.org

- 3.7.2 In the case of notice to HCA:

Attention: Contracts Administrator
Health Care Authority

Division of Legal Services
Post Office Box 42702
Olympia, WA 98504-2702
contracts@hca.wa.gov

- 3.7.3 Notices are effective upon receipt or four (4) Business Days after mailing, whichever is earlier.
- 3.7.4 The notice address and information provided above may be changed by written notice of the change given as provided above.

3.8 INCORPORATION OF DOCUMENTS AND ORDER OF PRECEDENCE

Each of the documents listed below is by this reference incorporated into this Contract. In the event of an inconsistency, the inconsistency will be resolved in the following order of precedence:

- 3.8.1 Applicable Federal and State of Washington statutes and regulations;
- 3.8.2 Recitals;
- 3.8.3 Special Terms and Conditions;
- 3.8.4 General Terms and Conditions;
- 3.8.5 Attachment 1: Statement(s) of Work;
- 3.8.6 Any other provision, term or material incorporated herein by reference or otherwise incorporated.

3.9 INSURANCE

Contractor must provide insurance coverage as set out in this section. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of Contractor or Subcontractor, or agents of either, while performing under the terms of this Contract. Contractor must provide insurance coverage that is maintained in full force and effect during the term of this Contract, as follows:

- 3.9.1 Commercial General Liability Insurance Policy - Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1 million per occurrence/\$2 million general aggregate. Additionally, Contractor is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of Subcontracts.

3.9.2 Business Automobile Liability. In the event that services delivered pursuant to this Contract involve the use of vehicles, either owned, hired, or non-owned by the Contractor, automobile liability insurance is required covering the risks of bodily injury (including death) and property damage, including coverage for contractual liability. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

3.9.3 Professional Liability Errors and Omissions – Provide a policy with coverage of not less than \$1 million per claim/\$2 million general aggregate.

3.9.4 Industrial Insurance Coverage

Prior to performing work under this Contract, Contractor must provide or purchase industrial insurance coverage for the Contractor’s employees, as may be required of an “employer” as defined in Title 51 RCW and must maintain full compliance with Title 51 RCW during the course of this Contract.

3.9.5 The insurance required must be issued by an insurance company/ies authorized to do business within the state of Washington, and must name HCA and the state of Washington, its agents and employees as additional insureds under any Commercial General and/or Business Automobile Liability policy/ies. All policies must be primary to any other valid and collectable insurance. In the event of cancellation, non-renewal, revocation or other termination of any insurance coverage required by this Contract, Contractor must provide written notice of such to HCA within one (1) Business Day of Contractor’s receipt of such notice. Failure to buy and maintain the required insurance may, at HCA’s sole option, result in this Contract’s termination.

3.9.6 Upon request, Contractor must submit to HCA a certificate of insurance that outlines the coverage and limits defined in the Insurance section. If a certificate of insurance is requested, Contractor must submit renewal certificates as appropriate during the term of the contract.

3.9.7 Contractor certifies that it is self-insured, is a member of a risk pool, or maintains the types and amounts of insurance identified above and will provide certificates of insurance to that effect to HCA upon request.

4. GENERAL TERMS AND CONDITIONS

4.1 ACCESS TO DATA

In compliance with RCW 39.26.180 (2) and federal rules, the Contractor must provide access to any data generated under this Contract to HCA, the Joint Legislative Audit and Review Committee, the State Auditor, and any other state or federal officials so authorized by law, rule, regulation, or agreement at no additional cost. This includes access to all

information that supports the findings, conclusions, and recommendations of the Contractor's reports, including computer models and methodology for those models.

4.2 ACCESSIBILITY

- 4.2.1 **REQUIREMENTS AND STANDARDS.** Each Information and Communication Technology (ICT) product or service furnished under this Contract shall be accessible to and usable by individuals with disabilities in accordance with the Americans with Disabilities Act (ADA) and other applicable Federal and State laws and policies, including OCIO Policy 188, *et seq.* For purposes of this clause, Contractor shall be considered in compliance with the ADA and other applicable Federal and State laws if it satisfies the requirements (including exceptions) specified in the regulations implementing Section 508 of the Rehabilitation Act, including the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA Success Criteria and Conformance Requirements (2008), which are incorporated by reference, and the functional performance criteria.
- 4.2.2 **DOCUMENTATION.** Contractor shall maintain and retain, subject to review by HCA, full documentation of the measures taken to ensure compliance with the applicable requirements and functional performance criteria, including records of any testing or simulations conducted.
- 4.2.3 **REMEDIATION.** If Contractor claims that its products or services satisfy the applicable requirements and standards specified in Section 4.2.1 and it is later determined by HCA that any furnished product or service is not in compliance with such requirements and standards, HCA will promptly inform Contractor in writing of noncompliance. Contractor shall, at no additional cost to HCA, repair or replace the non-compliant products or services within the period specified by HCA. If the repair or replacement is not completed within the specified time, HCA may cancel the Contract, delivery, task order, or work order, or purchase line item without termination liabilities or have any necessary changes made or repairs performed by employees of HCA or by another contractor, and Contractor shall reimburse HCA for any expenses incurred thereby.
- 4.2.4 **INDEMNIFICATION.** Contractor agrees to indemnify and hold harmless HCA from any claim arising out of failure to comply with the aforesaid requirements.

4.3 ADVANCE PAYMENT PROHIBITED

No advance payment will be made for services furnished by the Contractor pursuant to this Contract.

4.4 AMENDMENTS

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

4.5 ASSIGNMENT

4.5.1 Contractor may not assign or transfer all or any portion of this Contract or any of its rights hereunder, or delegate any of its duties hereunder, except delegations as set forth in Section 4.36, *Subcontracting*, without the prior written consent of HCA. Any permitted assignment will not operate to relieve Contractor of any of its duties and obligations hereunder, nor will such assignment affect any remedies available to HCA that may arise from any breach of the provisions of this Contract or warranties made herein, including but not limited to, rights of setoff. Any attempted assignment, transfer or delegation in contravention of this Subsection 4.5.1 of the Contract will be null and void.

4.5.2 HCA may assign this Contract to any public agency, commission, board, or the like, within the political boundaries of the State of Washington, with written notice of thirty (30) calendar days to Contractor.

4.5.3 This Contract will inure to the benefit of and be binding on the parties hereto and their permitted successors and assigns.

4.6 ATTORNEYS' FEES

In the event of litigation or other action brought to enforce the terms of this Contract, each party agrees to bear its own attorneys' fees and costs.

4.7 CHANGE IN STATUS

In the event of any substantive change in its legal status, organizational structure, or fiscal reporting responsibility, Contractor will notify HCA of the change. Contractor must provide notice as soon as practicable, but no later than thirty (30) calendar days after such a change takes effect.

4.8 CONFLICT OF INTEREST

Contractor represents and warrants that it has not undertaken and will not undertake any work with third parties that will conflict with the work Contractor is performing for HCA under this Contract. In case of doubt, before commencing such activities, Contractor shall review areas of possible conflict with HCA and obtain HCA's approval prior to commencing such activities.

4.9 CONFORMANCE

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

4.10 COVERED INFORMATION PROTECTION

- 4.10.1 Contractor acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Contract or its performance may consist of HCA Proprietary Information or Confidential Information. For the purposes of this section, HCA Proprietary Information and Confidential Information are together referred to as Covered Information.
- 4.10.2 Nondisclosure and Non-Use Obligations. In the event of Disclosure of Covered Information to Contractor by HCA, Contractor agrees to: (1) hold Covered Information in strictest confidence and to take all reasonable precautions to protect such Covered Information (including, without limitation, all precautions the Contractor employs with respect to its own confidential materials); (2) not disclose any such Covered Information or any other information derived therefrom to any third party; (3) not make use of Covered Information for any purpose other than the performance of this Contract; (4) release it only to authorized employees or Subcontractors requiring such information for the purposes of carrying out this Contract; and (5) not release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without HCA's express written consent or as provided by law.
- 4.10.3 Contractors that come into contact with Protected Health Information may be required to enter into a Business Associate Agreement with HCA in compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191, as modified by the American Recovery and Reinvestment Act of 2009 ("ARRA"), Sec. 13400 – 13424, H.R. 1 (2009) (HITECH Act) (HIPAA).
- 4.10.4 HCA reserves the right to monitor, audit, or investigate the use of Confidential Information collected, used, or acquired by Contractor through this Contract. Violation of this section by Contractor or its Subcontractors may result in termination of this Contract and demand for return of all Confidential Information, monetary damages, or penalties.
- 4.10.5 The obligations set forth in this Section will survive completion, cancellation, expiration, or termination of this Contract.

4.11 CONTRACTOR'S PROPRIETARY INFORMATION

Contractor acknowledges that HCA is subject to chapter 42.56 RCW, the Public Records Act, and that this Contract will be a public record as defined in chapter 42.56 RCW. Any

specific information that is claimed by Contractor to be Proprietary Information must be clearly identified as such by Contractor. To the extent consistent with chapter 42.56 RCW, HCA will maintain the confidentiality of Contractor's information in its possession that is marked Proprietary. If a public disclosure request is made to view Contractor's Proprietary Information, HCA will notify Contractor of the request and of the date that such records will be released to the requester unless Contractor obtains a court order from a court of competent jurisdiction enjoining that disclosure. If Contractor fails to obtain the court order enjoining disclosure, HCA will release the requested information on the date specified.

4.12 COVENANT AGAINST CONTINGENT FEES

Contractor 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 maintained by the Contractor for the purpose of securing business. HCA will have the right, in the event of breach of this clause by the Contractor, to annul this Contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

4.13 DEBARMENT

By signing this Contract, Contractor certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded in any Washington State or Federal department or agency from participating in transactions (debarred). Contractor agrees to include the above requirement in any and all Subcontracts into which it enters, and also agrees that it will not employ debarred individuals. Contractor must immediately notify HCA if, during the term of this Contract, Contractor becomes debarred. HCA may immediately terminate this Contract by providing Contractor written notice, if Contractor becomes debarred during the term hereof.

4.14 DISPUTES

The parties will use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with this Contract. Both parties will continue without delay to carry out their respective responsibilities under this Contract while attempting to resolve any dispute. When a genuine dispute arises between HCA and the Contractor regarding the terms of this Contract or the responsibilities imposed herein and it cannot be resolved between the parties' Contract Managers, either party may initiate the following dispute resolution process.

- 4.14.1 The initiating party will reduce its description of the dispute to writing and deliver it to the responding party (email acceptable). The responding party will respond in writing within five (5) Business Days (email acceptable). If the initiating party is not satisfied with the response of the responding party, then the initiating party

may request that the HCA Director review the dispute. Any such request from the initiating party must be submitted in writing to the HCA Director within five (5) Business Days after receiving the response of the responding party. The HCA Director will have sole discretion in determining the procedural manner in which he or she will review the dispute. The HCA Director will inform the parties in writing within five (5) Business Days of the procedural manner in which he or she will review the dispute, including a timeframe in which he or she will issue a written decision.

4.14.2 A party's request for a dispute resolution must:

- A. Be in writing;
- B. Include a written description of the dispute;
- C. State the relative positions of the parties and the remedy sought; and
- D. State the Contract Number and the names and contact information for the parties.

4.14.3 This dispute resolution process constitutes the sole administrative remedy available under this Contract. The parties agree that this resolution process will precede any action in a judicial or quasi-judicial tribunal.

4.15 ENTIRE AGREEMENT

HCA and Contractor agree that the Contract is the complete and exclusive statement of the agreement between the parties relating to the subject matter of the Contract and supersedes all letters of intent or prior contracts, oral or written, between the parties relating to the subject matter of the Contract, except as provided in Section 4.45, *Warranties*.

4.16 FORCE MAJEURE

A party will not be liable for any failure of or delay in the performance of this Contract for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event.

4.17 FUNDING WITHDRAWN, REDUCED, OR LIMITED

If HCA determines in its sole discretion that the funds it relied upon to establish this Contract have been withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding after the effective date of this contract but prior to the normal completion of this Contract, then HCA, at its sole discretion, may:

4.17.1 Terminate this Contract pursuant to Section 4.40.3, *Termination for Non-Allocation of Funds*;

- 4.17.2 Renegotiate the Contract under the revised funding conditions; or
- 4.17.3 Suspend Contractor's performance under the Contract upon five (5) Business Days' advance written notice to Contractor. HCA will use this option only when HCA determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Contractor's performance to be resumed prior to the normal completion date of this Contract.
- A. During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
 - B. When HCA determines in its sole discretion that the funding insufficiency is resolved, it will give Contractor written notice to resume performance. Upon the receipt of this notice, Contractor will provide written notice to HCA informing HCA whether it can resume performance and, if so, the date of resumption. For purposes of this subsection, "written notice" may include email.
 - C. If the Contractor's proposed resumption date is not acceptable to HCA and an acceptable date cannot be negotiated, HCA may terminate the contract by giving written notice to Contractor. The parties agree that the Contract will be terminated retroactive to the date of the notice of suspension. HCA will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the retroactive date of termination.

4.18 GOVERNING LAW

This Contract is governed in all respects by the laws of the state of Washington, without reference to conflict of law principles. The jurisdiction for any action hereunder is exclusively in the Superior Court for the state of Washington, and the venue of any action hereunder is in the Superior Court for Thurston County, Washington. Nothing in this Contract will be construed as a waiver by HCA of the State's immunity under the 11th Amendment to the United States Constitution.

4.19 HCA NETWORK SECURITY

Contractor agrees not to attach any Contractor-supplied computers, peripherals or software to the HCA Network without prior written authorization from HCA's Chief Information Officer. Unauthorized access to HCA networks and systems is a violation of HCA Policy and constitutes computer trespass in the first degree pursuant to RCW 9A.52.110. Violation of any of these laws or policies could result in termination of the contract and other penalties.

Contractor will have access to the HCA visitor Wi-Fi Internet connection while on site.

4.20 INDEMNIFICATION

Contractor must defend, indemnify, and save HCA harmless from and against all claims, including reasonable attorneys' fees resulting from such claims and breach of confidentiality obligations as contained herein, arising from intentional or negligent acts or omissions of Contractor, its officers, employees, or agents, or Subcontractors, their officers, employees, or agents, in the performance of this Contract.

4.21 INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Contract. Contractor and its employees or agents performing under this Contract are not employees or agents of HCA. Contractor will not hold itself out as or claim to be an officer or employee of HCA or of the State of Washington by reason hereof, nor will Contractor make any claim of right, privilege or benefit that would accrue to such employee under law. Conduct and control of the work will be solely with Contractor.

4.22 LEGAL AND REGULATORY COMPLIANCE

- 4.22.1 During the term of this Contract, Contractor must comply with all local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this Contract and all other applicable federal, state and local laws, rules, and regulations.
- 4.22.2 While on the HCA premises, Contractor must comply with HCA operations and process standards and policies (e.g., ethics, Internet / email usage, data, network and building security, harassment, as applicable). HCA will make an electronic copy of all such policies available to Contractor.
- 4.22.3 Failure to comply with any provisions of this section may result in Contract termination.

4.23 LIMITATION OF AUTHORITY

Only the HCA Authorized Representative has the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Contract is not effective or binding unless made in writing and signed by the HCA Authorized Representative.

4.24 NO THIRD-PARTY BENEFICIARIES

HCA and Contractor are the only parties to this contract. Nothing in this Contract gives or is intended to give any benefit of this Contract to any third parties.

4.25 NONDISCRIMINATION

- 4.25.1 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); Title VII of the Civil Rights Act, 42 U.S.C. §12101 et seq.; the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §12101 et seq., and 28 C.F.R. Part 35. 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.
- 4.25.2 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).
- 4.25.3 Default. Notwithstanding any provision to the contrary, HCA 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 HCA 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), HCA 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.
- 4.25.4 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 the original 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. HCA 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 HCA for default under this provision.

4.26 OVERPAYMENTS TO THE CONTRACTOR

In the event that overpayments or erroneous payments have been made to the Contractor under this Contract, HCA will provide written notice to Contractor and Contractor will refund the full amount to HCA within thirty (30) calendar days of the notice. If Contractor fails to make timely refund, HCA may charge Contractor one percent (1%) per month on the amount due, until paid in full. If the Contractor disagrees with HCA's actions under this section, then it may invoke the dispute resolution provisions of Section 4.14, *Disputes*.

4.27 PAY EQUITY

- 4.27.1 Contractor represents and warrants that, as required by Washington state law (Engrossed House Bill 1109, Sec. 211 and Engrossed Senate Bill 5187, Sec 919), during the term of this Contract, it agrees to equality among its workers by ensuring similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if (i) the individuals work for Contractor, (ii) the performance of the job requires comparable skill, effort, and responsibility, and (iii) the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed.
- 4.27.2 Contractor may allow differentials in compensation for its workers based in good faith on any of the following: (i) a seniority system; (ii) a merit system; (iii) a system that measures earnings by quantity or quality of production; (iv) bona fide job-related factor(s); or (v) a bona fide regional difference in compensation levels.
- 4.27.3 Bona fide job-related factor(s) may include, but not be limited to, education, training, or experience, that is: (i) consistent with business necessity; (ii) not based on or derived from a gender-based differential; and (iii) accounts for the entire differential.
- 4.27.4 A “bona fide regional difference in compensation level” must be (i) consistent with business necessity; (ii) not based on or derived from a gender-based differential; and (iii) account for the entire differential.
- 4.27.5 Notwithstanding any provision to the contrary, upon breach of warranty and Contractor’s failure to provide satisfactory evidence of compliance within thirty (30) Days of HCA’s request for such evidence, HCA may suspend or terminate this Contract.

4.28 PUBLICITY

- 4.28.1 The award of this Contract to Contractor is not in any way an endorsement of Contractor or Contractor’s Services by HCA and must not be so construed by Contractor in any advertising or other publicity materials.
- 4.28.2 Contractor agrees to submit to HCA, all advertising, sales promotion, and other publicity materials relating to this Contract or any Service furnished by Contractor in which HCA’s name is mentioned, language is used, or Internet links are provided from which the connection of HCA’s name with Contractor’s Services may, in HCA’s judgment, be inferred or implied. Contractor further agrees not to publish or use such advertising, marketing, sales promotion materials, publicity or the like through print, voice, the Web, and other communication media in existence or hereinafter developed without the express written consent of HCA prior to such use.

4.29 RECORDS AND DOCUMENT REVIEW

- 4.29.1 The Contractor must maintain books, records, documents, magnetic media, receipts, invoices or other evidence relating to this Contract and the performance of the services rendered, along with accounting procedures and practices, all of which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. At no additional cost, these records, including materials generated under this Contract, are subject at all reasonable times to inspection, review, or audit by HCA, the Office of the State Auditor, and state and federal officials so authorized by law, rule, regulation, or agreement [See 42 USC 1396a(a)(27)(B); 42 USC 1396a(a)(37)(B); 42 USC 1396a(a)(42)(A); 42 C.F.R. 431, Subpart Q; and 42 C.F.R. 447.202].
- 4.29.2 The Contractor must retain such records for a period of six (6) years after the date of final payment under this Contract.
- 4.29.3 If any litigation, claim or audit is started before the expiration of the six (6) year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved.

4.30 REMEDIES NON-EXCLUSIVE

The remedies provided in this Contract are not exclusive but are in addition to all other remedies available under law.

4.31 RIGHT OF INSPECTION

The Contractor must provide right of access to its facilities to HCA, or any of its officers, 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.

4.32 RIGHTS IN DATA/OWNERSHIP

- 4.32.1 HCA and Contractor agree that all data and work products produced pursuant to this Contract (collectively "Work Product") will be considered a "*work made for hire*" as defined under the U.S. Copyright Act of 1976 and Title 17 U.S.C. §101 *et seq*, and will be owned by HCA. Contractor is hereby commissioned to create the Work Product. Work Product includes, but is not limited to, discoveries, formulae, ideas, improvements, inventions, methods, models, processes, techniques, findings, conclusions, recommendations, reports, designs, plans, diagrams, drawings, software, databases, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions, to the extent provided by law. Ownership includes the right to copyright, patent, register and the ability to transfer these rights and all information used to formulate such Work Product.

- 4.32.2 If for any reason the Work Product would not be considered a “*work made for hire*” under applicable law, Contractor assigns and transfers to HCA, the entire right, title and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.
- 4.32.3 Contractor will execute all documents and perform such other proper acts as HCA may deem necessary to secure for HCA the rights pursuant to this section.
- 4.32.4 Contractor will not use or in any manner disseminate any Work Product to any third party, or represent in any way Contractor ownership of any Work Product, without the prior written permission of HCA. Contractor will take all reasonable steps necessary to ensure that its agents, employees, or Subcontractors will not copy or disclose, transmit or perform any Work Product or any portion thereof, in any form, to any third party.
- 4.32.5 Material that is delivered under this Contract, but that does not originate therefrom (“Preexisting Material”), must be transferred to HCA with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, display, and dispose of such Preexisting Material, and to authorize others to do so. Contractor agrees to obtain, at its own expense, express written consent of the copyright holder for the inclusion of Preexisting Material. HCA will have the right to modify or remove any restrictive markings placed upon the Preexisting Material by Contractor.
- 4.32.6 Contractor must identify all Preexisting Material when it is delivered under this Contract and must advise HCA of any and all known or potential infringements of publicity, privacy or of intellectual property affecting any Preexisting Material at the time of delivery of such Preexisting Material. Contractor must provide HCA with prompt written notice of each notice or claim of copyright infringement or infringement of other intellectual property right worldwide received by Contractor with respect to any Preexisting Material delivered under this Contract.

4.33 SEVERABILITY

If any provision of this Contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity will not affect the other provisions or applications of this Contract that can be given effect without the invalid provision, and to this end the provisions or application of this Contract are declared severable.

4.34 SITE SECURITY

While on HCA premises, Contractor, its agents, employees, or Subcontractors must conform in all respects with physical, fire or other security policies or regulations. Failure to comply with these regulations may be grounds for revoking or suspending security access to these facilities. HCA reserves the right and authority to immediately revoke

security access to Contractor staff for any real or threatened breach of this provision. Upon reassignment or termination of any Contractor staff, Contractor agrees to promptly notify HCA.

4.35 SUBCONTRACTING

- 4.35.1 Neither Contractor, nor any Subcontractors, may enter into Subcontracts for any of the work contemplated under this Contract without prior written approval of HCA. HCA has sole discretion to determine whether or not to approve any such Subcontract. In no event will the existence of the Subcontract operate to release or reduce the liability of Contractor to HCA for any breach in the performance of Contractor's duties.
- 4.35.2 Contractor is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Contract are included in any Subcontracts.
- 4.35.3 If at any time during the progress of the work HCA determines in its sole judgment that any Subcontractor is incompetent or undesirable, HCA will notify Contractor, and Contractor must take immediate steps to terminate the Subcontractor's involvement in the work.
- 4.35.4 The rejection or approval by the HCA of any Subcontractor or the termination of a Subcontractor will not relieve Contractor of any of its responsibilities under the Contract, nor be the basis for additional charges to HCA.
- 4.35.5 HCA has no contractual obligations to any Subcontractor or vendor under contract to the Contractor. Contractor is fully responsible for all contractual obligations, financial or otherwise, to its Subcontractors.

4.36 SURVIVAL

The terms and conditions contained in this Contract that, by their sense and context, are intended to survive the completion, cancellation, termination, or expiration of the Contract will survive. In addition, the terms of the sections titled *Covered Information Protection, Contractor's Proprietary Information, Disputes, Overpayments to Contractor, Publicity, Records and Documents Review, Rights in Data/Ownership*, all clauses identified will survive the termination of this Contract. The right of HCA to recover any overpayments will also survive the termination of this Contract.

4.37 TAXES

HCA will pay sales or use taxes, if any, imposed on the services acquired hereunder. Contractor must pay all other taxes including, but not limited to, Washington Business and Occupation Tax, other taxes based on Contractor's income or gross receipts, or personal property taxes levied or assessed on Contractor's personal property. HCA, as an agency of Washington State government, is exempt from property tax.

Contractor must complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this Contract.

4.38 TERMINATION

4.38.1 Termination for Default

In the event HCA determines that Contractor has failed to comply with the terms and conditions of this Contract, HCA has the right to suspend or terminate this Contract. HCA will notify Contractor in writing of the need to take corrective action. If corrective action is not taken within five (5) Business Days, or other time period agreed to in writing by both parties, the Contract may be terminated. HCA reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by Contractor or a decision by HCA to terminate the Contract.

In the event of termination for default, Contractor will be liable for damages as authorized by law including, but not limited to, any cost difference between the original Contract and the replacement or cover Contract and all administrative costs directly related to the replacement Contract, e.g., cost of the competitive bidding, mailing, advertising, and staff time.

If it is determined that Contractor: (i) was not in default, or (ii) its failure to perform was outside of its control, fault or negligence, the termination will be deemed a "Termination for Convenience."

4.38.2 Termination for Convenience

When, at HCA's sole discretion, it is in the best interest of the State, HCA may terminate this Contract in whole or in part by providing ten (10) calendar days' written notice. If this Contract is so terminated, HCA will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. No penalty will accrue to HCA in the event the termination option in this section is exercised.

4.38.3 Termination for Nonallocation of Funds

If funds are not allocated to continue this Contract in any future period, HCA may immediately terminate this Contract by providing written notice to the Contractor. The termination will be effective on the date specified in the termination notice. HCA will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. HCA agrees to notify Contractor of such nonallocation at the earliest possible time. No penalty will accrue to HCA in the event the termination option in this section is exercised.

4.38.4 Termination for Withdrawal of Authority

In the event that the authority of HCA to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Contract and prior to normal completion, HCA may immediately terminate this Contract by providing written notice to the Contractor. The termination will be effective on the date specified in the termination notice. HCA will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. HCA agrees to notify Contractor of such withdrawal of authority at the earliest possible time. No penalty will accrue to HCA in the event the termination option in this section is exercised.

4.38.5 Termination for Conflict of Interest

HCA may terminate this Contract by written notice to the Contractor if HCA determines, after due notice and examination, that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW, or any other laws regarding ethics in public acquisitions and procurement and performance of contracts. In the event this Contract is so terminated, HCA will be entitled to pursue the same remedies against the Contractor as it could pursue in the event Contractor breaches the contract.

4.39 TERMINATION PROCEDURES

- 4.39.1 Upon termination of this Contract, HCA, in addition to any other rights provided in this Contract, may require Contractor to deliver to HCA any property specifically produced or acquired for the performance of such part of this Contract as has been terminated.
- 4.39.2 HCA will pay Contractor the agreed-upon price, if separately stated, for completed work and services accepted by HCA and the amount agreed upon by the Contractor and HCA for (i) completed work and services for which no separate price is stated; (ii) partially completed work and services; (iii) other property or services that are accepted by HCA; and (iv) the protection and preservation of property, unless the termination is for default, in which case HCA will determine the extent of the liability. Failure to agree with such determination will be a dispute within the meaning of Section 4.14, *Disputes*. HCA may withhold from any amounts due the Contractor such sum as HCA determines to be necessary to protect HCA against potential loss or liability.
- 4.39.3 After receipt of notice of termination, and except as otherwise directed by HCA, Contractor must:

- A. Stop work under the Contract on the date of, and to the extent specified in, the notice;
- B. Place no further orders or Subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Contract that is not terminated;
- C. Assign to HCA, in the manner, at the times, and to the extent directed by HCA, all the rights, title, and interest of the Contractor under the orders and Subcontracts so terminated; in which case HCA has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and Subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and Subcontracts, with the approval or ratification of HCA to the extent HCA may require, which approval or ratification will be final for all the purposes of this clause;
- E. Transfer title to and deliver as directed by HCA any property required to be furnished to HCA;
- F. Complete performance of any part of the work that was not terminated by HCA; and
- G. Take such action as may be necessary, or as HCA may direct, for the protection and preservation of the records related to this Contract that are in the possession of the Contractor and in which HCA has or may acquire an interest.

4.40 TRANSITION OBLIGATIONS

Contractor must provide for reasonable transition assistance requested by HCA to allow for the expired or terminated Contract, in whole or in part, to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to HCA or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this Contract, except for those terms or conditions that do not reasonably apply to such transition assistance.

4.41 TREATMENT OF ASSETS

4.41.1 Ownership

HCA shall retain title to all property furnished by HCA to Contractor under this Contract. Title to all property furnished by Contractor, for the cost of which the Contractor is entitled to reimbursement as a direct item of cost under this Contract, excluding intellectual property provided by Contractor, shall pass to and vest in HCA upon delivery of such property by Contractor. Title to other property, the cost of which is reimbursable to Contractor under this Contract, shall pass to and vest in HCA upon (i) issuance for use of such property in the performance of

this Contract, (ii) commencement of use of such property in the performance of this Contract, or (iii) reimbursement of the cost thereof by HCA, in whole or in part, whichever occurs first.

4.41.2 Use of Property

Any property furnished to Contractor shall, unless otherwise provided herein, or approved in writing by the HCA Contract Manager, be used only for the performance of and subject to the terms of this Contract. Contractor's use of the equipment shall be subject to HCA's security, administrative, and other requirements.

4.41.3 Damage to Property

Contractor shall continuously protect and be responsible for any loss, destruction, or damage to property which results from or is caused by Contractor's acts or omissions. Contractor shall be liable to HCA for costs of repair or replacement for property or equipment that has been lost, destroyed, or damaged by Contractor or Contractor's employees, agents, or Subcontractors. Cost of replacement shall be the current market value of the property and equipment on the date of the loss as determined by HCA.

4.41.4 Notice of Damage

Upon the loss of, destruction of, or damage to any of the property, Contractor shall notify the HCA Contract Manager thereof within one (1) Business Day and shall take all reasonable steps to protect that property from further damage.

4.41.5 Surrender of Property

Contractor will ensure that the property will be returned to HCA in like condition to that in which it was furnished to Contractor, reasonable wear and tear expected. Contractor shall surrender to HCA all property upon the earlier of expiration or termination of this Contract.

4.42 WAIVER

Waiver of any breach of any term or condition of this Contract will not be deemed a waiver of any prior or subsequent breach or default. No term or condition of this Contract will be held to be waived, modified, or deleted except by a written instrument signed by the parties. Only the HCA Authorized Representative has the authority to waive any term or condition of this Contract on behalf of HCA.

4.43 WARRANTIES

- 4.43.1 Contractor represents and warrants that its services will be of professional quality and will be rendered in accordance with prevailing professional standards and ethics. Services performed by Contractor under this Contract shall be conducted in a manner consistent with the level of care and skill standard to the industry. Contractor agrees to immediately re-perform any services that are not in compliance with this representation and warranty at no cost to HCA.
- 4.43.2 Contractor represents and warrants that it will comply with all applicable local, State, and federal licensing, accreditation and registration requirements and standards necessary in the performance of the Services.
- 4.43.3 EXECUTIVE ORDER 18-03 – WORKERS’ RIGHTS (MANDATORY INDIVIDUAL ARBITRATION). Contractor represents and warrants that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Contract, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.
- 4.43.4 Any written commitment by Contractor within the scope of this Contract will be binding upon Contractor. Failure of Contractor to fulfill such a commitment may constitute breach and will render Contractor liable for damages under the terms of this Contract. For purposes of this section, a commitment by Contractor includes: (i) Prices, discounts, and options committed to remain in force over a specified period of time; and (ii) any warranty or representation made by Contractor to HCA or contained in any Contractor publications, or descriptions of services in written or other communication medium, used to influence HCA to enter into this Contract.

ATTACHMENT 1: STATEMENT OF WORK

The contractor will provide street medicine services and will staff street medicine (SM) teams as such, and otherwise do all things necessary for, or incidental to, the performance of work as described in this statement of work (SOW).

Period of performance July 1st, 2024, and be completed on or before June 30th, 2025 unless terminated sooner or extended.

1. Purpose

The purpose of this agreement is to contract with five municipalities – King County, City of Spokane, City of Tacoma, City of Everett and Kitsap County to implement SM teams in support of the unhoused populations. This document outlines performance expectations, reporting requirements and deliverables for this initiative. HCA will incorporate elements of these to submit a legislative report due June 2025 outlining the implementation of the SM program with recommendations for maximizing leveraging of federal Medicaid match and further expansion of the SM model.

Funding for SM pilot is only to be used for expenses incurred related to direct service delivery of SM clients. Allowable uses of funding:

- Staffing for SM teams
- Capital equipment for SM teams
- Operating expenses for SM teams for medical and other supplies, lab services, vehicle maintenance, and incidental costs.

2. Performance Expectations

The contractor will be responsible for all internal staffing, training, and any technology requirements necessary to implement the expectations outlined in this contract. In addition, the contractor shall ensure funds are responsibly used towards the care core components of SM.

- 2.1 The main objectives of the Street Medicine program are to reduce health disparities and to improve health outcomes among the unhoused population.
- 2.2 The contractor will implement a street medicine team that will provide direct care to the unhoused population which includes but is not limited to unhoused people living in encampments, tent cities, living in cars, under bridges and in the woods.
- 2.3 The contractor will engage and collaborate with community stakeholders to develop the components needed for a successful SM program. The contractor will report the functions of the SM team and report a policy that includes organizational structure of SM teams, standard referral procedures and protocols to ensure continuity of care, liability coverage, data reporting systems, medication dispensing as well as proper safety guidelines for the SM team.

- 2.4 The contractor will meet with HCA SM program manager on a frequency as determined by the SM program manager.
- 2.5 The contractor will participate in a Street Medicine Learning Collaborative with other Street Medicine participants on a frequency as determined by SM program manager.
- 2.6 The contractor will assemble a SM team comprising the following makeup:
 - 2.6.1 a MD/DO or Physician Assistant (PA) or Nurse Practitioner (NP) , AND
 - 2.6.2 a behavioral health specialist (masters level).
 - 2.6.3 The SM team may include a community health worker (with preferred lived experience) or certified peer counselor (CPC).
 - 2.6.4 SM teams should be comprised, at a minimum, a pair of individuals or a makeup of 3 to 4 people depending on staffing needs. Staffing will be flexible and scalable depending on location.
- 2.7 The contractor will provide and support regular quarterly (4 sessions per year) trainings for the SM team to cover key SM protocols such as clinical guidelines, infection and infestation prevention, skills to prevent and de-escalate crises, situational awareness and safety precautions in a range of settings, understanding boundaries between street medicine and law enforcement, street medicine 911 protocols, safety precautions for transporting individuals and staff well-being that includes self-care and burnout prevention.
- 2.8 The contractor will coordinate, collaborate and communicate with community stakeholders as well as law enforcement agencies.
- 2.9 The contractor will ensure there is close collaboration as well as wraparound health services and referrals between SM teams and:
 - 2.9.1 Primary care providers (including but not limited to Federally Qualified Health Centers, community clinics or other primary care providers) to assist the unhoused population with establishing longitudinal primary care appointments.
 - 2.9.2 Behavioral health providers including but not limited to mental health services, substance use disorder services (such as harm reduction and care services, Health Engagement Hubs, Syringe Services Providers)
- 2.10 The contractor will ensure SM teams will provide the following scope of services:

- 2.10.1 Basic medical care, including but not limited to urgent care (addressing acute medical concerns), infectious disease control (HIV screening, HCV screening and treatment, wound and foot care), medication counseling, prescribing, and distribution of medications.
- 2.10.2 Behavioral health services
- 2.10.3 Substance use disorder services, including provision of harm reduction supplies as appropriate
- 2.10.4 Care coordination and case management services, such as:
 - 2.10.4.1 Wraparound health services and referrals, including referrals to appropriate clinical and non-clinical services
 - 2.10.4.2 Medical and psychosocial case management,
 - 2.10.4.3 Provision of life necessities as able (providing free materials such as hygiene supplies, food/water and some clothing),
- 2.11 The contractor will ensure that SM teams will be held to the same standards as any healthcare facility delivering medical care and includes clinical record keeping and licensing requirements. In addition, the contractor will establish a quality assurance (QA) and quality improvement (QI) plan for SM teams.
- 2.12 Contractor to meet with HCA on a monthly schedule to discuss progress on contract work, including successes and challenges. Meetings will be used to discuss stakeholder engagement, legislative report drafts, preliminary recommendations, and funding plan.
- 2.13 The contractor will set up billing systems and bill for services eligible for Medicaid reimbursement by the end of the pilot period and include details in final report.

3. Reporting:

The contractor will submit quarterly reports due the last business day of the month after end of quarter to include the following:

- 3.1 Individuals on SM teams who attended quarterly training during the reporting period and report the training on an attendance sheet to include date/time and duration of time, type of training involved, name of personnel attending the training, and instructor/title providing the training.
- 3.2 Data collection. The contractor will collect and report on the following data elements on a quarterly basis.

3.2.1 Program information

- 3.2.1.1 Quarterly staffing report including number and type of providers.
- 3.2.1.2 Total number of sites visited to include date/time/location and participating staff.
- 3.2.1.3 Any manner of deaths (natural, accident, homicide, undetermined and pending) if possible.

3.2.2 Billable services

- 3.2.2.1 Total number of patients seen, including:
 - 3.2.2.1.1 Client demographics to include age, racial, ethnic and gender.
 - 3.2.2.1.2 Number and type of treatments/services performed on individuals and outcomes such as testing and overdose prevention, number of wound care services, number of individuals started on medications (including injectables) for opioid use disorder, infections and pain management,
 - 3.2.2.1.3 Number of referrals made to primary care and behavioral health treatments/appointments.
 - 3.2.2.1.4 Number of top medical and behavioral health diagnosis.
 - 3.2.2.1.5 Number of transportation arranged for individuals to ER, primary care and behavioral health.

3.2.3 Non-billable services

- 3.2.3.1 Non-billable encounters with patients
- 3.2.3.2 Number of 911 calls made when SM teams encounter unhoused people.
- 3.2.3.3 Total number of harm reduction supply encounters.
- 3.2.3.4 Number of naloxone kits distributed.

3.2.3.5 Number of hygiene items distributed.

3.2.3.6 Number of harm reduction supplies distributed.

4. Deliverables, due dates, and payment expectations

Deliverable	Description	Due date	Amount
Implementation Plan	Detailed report, including: <ul style="list-style-type: none">• Estimated Staffing for SM teams and hiring plan• Capital equipment needs for SM teams• Operating expenses for SM teams for medical and other supplies, lab services, vehicle maintenance, and incidental costs.	07/15/2024	\$750,000
Quarterly report	Contractor will provide summary written report of contract-related progress each quarter	10/20/2024; 01/20/2025; 04/20/2025	\$66,667 per quarter
Final Report	Detailed report, including: <ul style="list-style-type: none">• Details on Medicaid billing• Challenges and Barriers to providing and implementing care• Summary of budget; including expenditures and how funds were utilized• Lessons learned and future implementation plans	06/01/2025	\$50,000



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 07/22/2024

Committee Agenda type: Discussion

Date Rec'd

7/18/2024

Clerk's File #

Cross Ref #

Project #

Council Meeting Date: 08/12/2024

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 BWILKERSON ZZAPPONE

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.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

Amount

Budget Account

Select \$ #

Select \$ #

Select \$ #

Select \$ #

\$ #

\$ #

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	July 22nd, 2024
Submitting Department	Mayor's Office
Contact Name	Adam McDaniel
Contact Email & Phone	amcdaniel@spokanecity.org
Council Sponsor(s)	
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	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. It also clarifies that one of the Council appointments is a City Council member.</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. One of the board member appointments is a council member.

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

3. One (1) board member, 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))~~ four-year terms commencing on the first Monday in July.

3. The Mayor or designee serves at the discretion of the Mayor 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))~~ three (or a minimum of 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:** 07/22/2024**Committee Agenda type:** Discussion**Date Rec'd**

7/10/2024

Clerk's File #**Cross Ref #****Project #****Council Meeting Date:** 08/12/2024**Submitting Dept**

CITY COUNCIL

Bid #**Contact Name/Phone**

ANDRES 059-651-0855

Requisition #**Contact E-Mail**

AGRAGEDA@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Council Sponsor(s)

LNAVARRETE

Agenda Item Name

0320 - "KEEPING FAMILIES TOGETHER" RESOLUTION

Agenda Wording

A Resolution expressing support for the federal administration's new executive directive to keep immigrant and noncitizen families together, for local efforts to provide immigrant services, and for amending the City's federal legislative agenda to in

Summary (Background)

The Department of Homeland Security will implement a new process that would allow certain noncitizen spouses and children of U.S. citizens to apply for lawful permanent residence - status that they are already eligible for - without having to leave the country. The Spokane City Council officially endorses this executive directive.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

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

Neutral

\$

#

Select

\$

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Select

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\$

#

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	07/22/2024
Submitting Department	City Council
Contact Name	Andres Grageda
Contact Email & Phone	agrageda@spokanecity.org (509)651-0855
Council Sponsor(s)	CM Navarrete
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 min
Agenda Item Name	Keeping Families Together
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>The Department of Homeland Security will implement a new process that would allow certain noncitizen spouses and children of U.S. citizens to apply for lawful permanent residence – status that they are already eligible for – without having to leave the country. The Spokane City Council officially endorses this executive directive.</p>
*use the Fiscal Impact box below for relevant financial information	
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: Click or tap here to enter text.</p> <p> Current year cost:</p> <p> Subsequent year(s) cost:</p> <p>Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impacts (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> • What impacts would the proposal have on historically excluded communities? <p>Noncitizens and undocumented immigrants have historically faced hardships in this country. Seeking employment, housing and other basic needs can be a challenge for these individuals and their families. This action makes it less burdensome to acquire legal status while keeping these</p>	

families united. The City of Spokane's endorsement shows that we support all of our residents, as the city's motto indicates.

- 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 can be collected by local organizations that provide support for immigrants. The data could inform us as to how many immigrants will be affected by this resolution.

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

We can measure the effectiveness of the resolution by seeing if we achieve the goals of the resolution, including hosting informative town halls and support local organizations that provide legal assistance for immigrants.

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

This resolution aligns with the comprehensive plan, specifically chapter 10, which has to do with social health. The chapter discusses equitable funding, investments in social health, universal accessibility and cultural competency and education.

Council Subcommittee Review

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

We did not have time to get a subcommittee review, but we will run the resolution by the SHRC and Equity Subcommittee in the next meetings.

RESOLUTION NO. 2024-_____

A Resolution expressing support for the federal administration’s new executive directive to keep immigrant and noncitizen families together, for local efforts to provide immigrant services, and for amending the City’s federal legislative agenda to include support for federal relief of immigrant legal services.

WHEREAS, the official motto of the City of Spokane is “In Spokane We All Belong,” and

WHEREAS, the City of Spokane prioritizes and recognizes the value in keeping all families united; and

WHEREAS, the best outcomes for all families, and ultimately for the City of Spokane, arise when all members in our community, including noncitizens, are able to thrive and feel a sense of belonging that encourages them to participate in our civic and economic institutions; and

WHEREAS, on June 18, 2024, President Biden announced that the Department of Homeland Security will implement a new process that will help certain noncitizen spouses and children of U.S. citizens apply for lawful permanent residence – status that they are already eligible for – without leaving the country; and

WHEREAS, in order to be eligible, noncitizens must have resided in the United States for 10 or more years and be legally married to a U.S. citizen, while satisfying all applicable legal requirements; and

WHEREAS, eligible persons will be afforded a three-year period to apply for permanent residency, during which they will be allowed to remain with their families in the United States and be eligible for work authorization; and

WHEREAS, this new federal program will promote family unity and strengthen the national and local economy, thereby providing a significant benefit to the City of Spokane and helping U.S. citizens and their noncitizen family members stay together; and

WHEREAS, this federal program remove the fear and uncertainty these families face when one spouse is a United States citizen and the other is undocumented, and thereby benefit many noncitizens and their families in Spokane’s increasingly diverse population; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Spokane that it officially endorses the new policy articulated by the federal administration with respect to immigrant and noncitizen families; and

BE IT ALSO RESOLVED that the Spokane City Council recognizes the contributions of its noncitizen residents, including its immigrants and new arrivals; and

BE IT ALSO RESOLVED that the City Council adds federal relief for immigration legal assistance to its list of federal legislative priorities; and

BE IT ALSO RESOLVED that the City of Spokane commits to hosting town halls to understand and educate our community on issues relating to our immigrant population; and

BE IT ALSO RESOLVED that the City of Spokane will support the efforts of local organizations that work towards keeping noncitizen families together and achieving family unity; and

BE IT ALSO RESOLVED that the City of Spokane will support the efforts of local organizations that provide legal assistance for immigrants towards legal permanent residency and, eventually, citizenship.

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:** 07/22/2024

Committee Agenda type: Discussion

Date Rec'd

7/15/2024

Clerk's File #

Cross Ref #

Project #

Council Meeting Date: 08/12/2024

Submitting Dept

MAYOR

Bid #

Contact Name/Phone

ADAM 6779

Requisition #

Contact E-Mail

AMCDANIEL@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Council Sponsor(s)

MCATHCART BWILKERSON ZZAPPONE

Agenda Item Name

AGENDA ITEM NAME COUNCIL CONFIRMATION OF MAYORAL APPOINTEE –

Agenda Wording

Appointment of Christine Shisler as the Retirement Director for the City of Spokane.

Summary (Background)

Christine Shisler was appointed by Mayor Brown as the interim Retirement Director on February 6, 2024. Mayor Brown has selected Christine Shisler to be the permanent Retirement Director and is being presented for confirmation to City Council.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

Amount

Budget Account

Select \$ #

Select \$ #

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	7/22/2024
Submitting Department	Mayor's Office
Contact Name	Adam McDaniel
Contact Email & Phone	amcdaniel@spokanecity.org
Council Sponsor(s)	Please enter the name of the Council Sponsor(s)
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5
Agenda Item Name	Council Confirmation of Mayoral Appointee – Retirement Director
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>Appointment of Christine Shisler as the Retirement Director for the City of Spokane.</p> <p>*use the Fiscal Impact box below for relevant financial information</p> <p>Christine Shisler was appointed by Mayor Brown as the interim Retirement Director on February 6, 2024. Mayor Brown has selected Christine Shisler to be the permanent Retirement Director and is being presented for confirmation to City Council.</p> <p>The SERS Board has concurred Christine Shisler's appointment as Retirement Director pursuant to SMC 03.01A.440.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: Click or tap here to enter text.</p> <p> Current year cost:</p> <p> Subsequent year(s) cost:</p> <p>Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
<p>What impacts would the proposal have on historically excluded communities?</p> <p><u>N/A</u></p>	
<p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?</p> <p><u>N/A</u></p>	

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

N/A

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

N/A

RESOLUTION 2024 – 000X

A resolution approving the appointment of Christine Shisler as the Retirement Director for the City of Spokane.

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

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

WHEREAS, after full consideration, Mayor Lisa Brown has appointed Christine Shisler as the Retirement Director of the City of Spokane.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Spokane that it hereby approves the appointment of Christine Shisler as the Retirement Director for the City of Spokane.

PASSED BY THE CITY COUNCIL ON _____, 2024.

City Clerk

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 07/22/2024

Committee Agenda type: Discussion

Date Rec'd

7/16/2024

Clerk's File #

Cross Ref #

Project #

Council Meeting Date: 08/12/2024

Submitting Dept

MAYOR

Bid #

Contact Name/Phone

ADAM 6779

Requisition #

Contact E-Mail

AMCDANIEL@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Council Sponsor(s)

MCATHCART

Agenda Item Name

COUNCIL CONFIRMATION OF MAYORAL APPOINTEE – DIRECTOR OF INFO. &

Agenda Wording

Appointment of Laz Martinez as the Director of Information and Technology for the City of Spokane.

Summary (Background)

Laz Martinez was appointed by Mayor Brown as the interim Director of Information and Technology on January 1, 2024. Mayor Brown has selected Laz Martinez to be the permanent Director of Information and Technology and is being presented for confirmation to City Council.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

Narrative

Amount

Budget Account

Select

\$

#

Select

\$

#

Select

\$

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Select

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\$

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\$

#



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	7/22/2024
Submitting Department	Mayor's Office
Contact Name	Adam McDaniel
Contact Email & Phone	amcdaniel@spokanecity.org
Council Sponsor(s)	Please enter the name of the Council Sponsor(s)
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5
Agenda Item Name	Council Confirmation of Mayoral Appointee – Director of Information and Technology
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>Appointment of Laz Martinez as the Director of Information and Technology for the City of Spokane.</p> <p>*use the Fiscal Impact box below for relevant financial information</p> <p>Laz Martinez was appointed by Mayor Brown as the interim Director of Information and Technology on January 1, 2024. Mayor Brown has selected Laz Martinez to be the permanent Director of Information and Technology and is being presented for confirmation to City Council.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: Click or tap here to enter text.</p> <p> Current year cost:</p> <p> Subsequent year(s) cost:</p> <p>Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
<p>What impacts would the proposal have on historically excluded communities?</p> <p><u>N/A</u></p>	
<p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?</p> <p>N/A</p>	
<p>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?</p>	

N/A

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

N/A

RESOLUTION 2024 – _____

A resolution approving the appointment of Laz Martinez as the Director of Information and Technology for the City of Spokane.

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

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

WHEREAS, after full consideration, Mayor Lisa Brown has appointed Laz Martinez as the Director of Information and Technology for the City of Spokane.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Spokane that it hereby approves the appointment of Laz Martinez as the Director of Information and Technology for the City of Spokane.

PASSED BY THE CITY COUNCIL ON _____, 2024.

City Clerk

Approved as to form:

Assistant City Attorney

Finance and Administration Committee

Board and Commission Updates:

- Council Office Operations Workgroup
 - Wilkerson; Zappone; and Cathcart
- ARPA Workgroup
 - Bingle; Wilkerson; and Zappone
- Equity Subcommittee
 - Navarrete
- Inspector General Workgroup
 - Cathcart; Zappone; and Wilkerson
- Language Access Workgroup
 - Cathcart and Navarrete
- Legislative Committee
 - Zappone; Bingle; and Dillon
- Investment Committee
 - Cathcart
- Spokane Employees Retirement System (SERS) Board
 - Bingle
- Aging and Long Term Care Board
 - Wilkerson
- Association of Washington Cities Board
 - Wilkerson and Zappone
- Fire Pension Board
 - Cathcart
- Police Pension Board
 - Wilkerson
- Lodging Tax Advisory Committee (PFD)
 - Wilkerson
- Lodging Tax Advisory Board (1.3%)

- Zappone
- TPA Commission / Hotel-Motel Commission
 - Zappone
- University District Public Development Authority
 - Wilkerson
- University District Development Association
 - Wilkerson
- Visit Spokane
 - Zappone
- West Plains Public Development Authority (S3R3)
 - Wilkerson
- Northeast Public Development Authority (NEPDA)
 - Cathcart

Finance and Administration Committee

Council Staff Updates:

- City Council Manager of Equity and Inclusion Initiatives
 - Alex Gibilisco
- Council Office Director
 - Giacobbe Byrd
- Budget Director
 - Kate Fairborn



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 07/22/2024

Committee Agenda type: Consent

Date Rec'd

7/10/2024

Clerk's File #

Cross Ref #

Project #

Council Meeting Date: 08/12/2024

Submitting Dept

CONTRACTS & PURCHASING

Bid #

WA ST CONTRACT

Contact Name/Phone

JASON 232-8841

Requisition #

VB

Contact E-Mail

JNECHANICKY@SPOKANECITY.ORG

Agenda Item Type

Purchase w/o Contract

Council Sponsor(s)

MCATHCART ZZAPPONE BWILKERSON

Agenda Item Name

5500 - VALUE BLANKET WITH POMP'S TIRE

Agenda Wording

Purchasing 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 2 year contract with the option of (3) 1 year extension. \$800k annual

Summary (Background)

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.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 800,000.00

Current Year Cost \$ 800,000.00

Subsequent Year(s) Cost \$ 800,000.00

Narrative

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

Amount

Budget Account

Expense \$ 800,000.00

Varies by department

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

NECHANICKY, JASON

Division Director

BOSTON, MATTHEW

Accounting Manager

ALBIN-MOORE, ANGELA

Legal

BEATTIE, LAUREN

For the Mayor

PICCOLO, MIKE

Additional Approvals

PURCHASING

NECHANICKY, JASON

Distribution List

tprince@spokanecity.org

Council Briefing Paper

Finance & Administration Committee

Committee Date	July 22, 2024
Submitting Department	Purchasing & Contracts
Contact Name	Jason Nechanicky
Contact Email & Phone	509-232-8841
Council Sponsor(s)	Cathcart, Zappone, Wilkerson
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	5500 – Value Blanket Order 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>Purchasing 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. 	

- 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?

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:** 07/22/2024

Committee Agenda type: Consent

Date Rec'd

7/8/2024

Clerk's File #

OPR 2022-0852

Cross Ref #

Project #

Council Meeting Date: 08/19/2024

Submitting Dept

ACCOUNTING & GRANTS

Bid #

Contact Name/Phone

MICHELLE 625-6320

Requisition #

Contact E-Mail

MMURRAY@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

MCATHCART BWILKERSON ZZAPPONE

Agenda Item Name

5600 - COMMUNITY MINDED ENTERPRISE CONTRACT AMENDMENT

Agenda Wording

Approval of contract amendment which will allow for a budget adjustment between employee hiring and retention bonuses to childcare subsidy and from personnel to childcare subsidy.

Summary (Background)

The City of Spokane entered into a contract with Community Minded Enterprises 11/23/2022 for an award to distribute ARPA grants to childcare providers for specified programs and staffing support needs. This amendment is to reduce the over contract and de-obligate \$275,000 and do a budget adjustment moving \$205,980 from employee hiring and retention bonuses to childcare subsidy and \$20,000 from personnel to childcare subsidy.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$ N/A

Current Year Cost \$ N/A

Subsequent Year(s) Cost \$ N/A

Narrative

Un-obligating \$ 275,000 from contract and moving budget allocation in the amount of \$205,981 from employee hiring and retention bonuses to childcare subsidy and move \$20,000 from personnel to childcare subsidy.

Amount

Budget Account

Select \$

#

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	MURRAY, MICHELLE
<u>Division Director</u>	STRATTON, JESSICA
<u>Accounting Manager</u>	MURRAY, MICHELLE
<u>Legal</u>	HARRINGTON,
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

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

Distribution List

Jon Hindman johnh@community-minded.org	mmurray@spokanecity.org
mboston@spokanecity.org	cstanton@spokanecity.org
laga@spokanecity.org	

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	7/22/2024
Submitting Department	Accounting & Grants
Contact Name	Michelle Murray
Contact Email & Phone	mmurray@spokanecity.org 652-6320
Council Sponsor(s)	CM Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Community Minded Enterprise Contract Amendment
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	The City of Spokane entered into a contract with Community Minded Enterprises 11/23/2022 for an award to distribute ARPA grants to childcare providers for specified programs and staffing support needs. This amendment is to reduce the over contract and de-obligate \$275,000 and do a budget adjustment moving \$205,980 from employee hiring and retention bonuses to childcare subsidy and \$20,000 from personnel to childcare subsidy.
Fiscal Impact	<p>*use the Fiscal Impact box below for relevant financial information</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: <u>N/A</u></p> <p> Current year cost: N/A</p> <p> Subsequent year(s) cost: N/A</p> <p>Narrative: <u>Un-obligating \$ 275,000 from contract and moving budget allocation in the amount of \$205,980 from employee hiring and retention bonuses to childcare subsidy and move \$20,000 from personnel to childcare subsidy.</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: Grant</p> <p>Is this funding source sustainable for future years, months, etc? N/A</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: None</p>
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? This does not affect historically excluded communities.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Data will not be collected.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Data is available to show how much retention bonuses and childcare subsidy has and will be distributed.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? The	

City Council allocated \$3,500,000 of ARPA funding towards an initiative for childcare. This contract is carrying out that initiative.



City of Spokane
CONTRACT AMENDMENT
Title: ARPA CHILDCARE PROGRAM GRANT

THIS CONTRACT AMENDMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as ("City"), and HIP OF SPOKANE COUNTY (dba COMMUNITY-MINDED ENTERPRISES), whose address is 2001 North Division, Ste 130, Spokane, WA 99207, as ("GRANTEE"). Individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Grantee agreed to provide time limited subsidy vouchers for City residents who are newly employed or returning to the in person workplace and meet financial eligibility guidelines; and

WHEREAS, the City has requested to reduce the amount of the contract and de-obligate \$275,000.00; and

WHEREAS, the City and the Grantee have requested an adjustment to the budget categories; and

WHEREAS, the City wishes to extend the term of the agreement to April 30, 2025;

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

1. **DOCUMENTS.** The original Contract dated November 22 and 23, 2022, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.
2. **EFFECTIVE DATE.** This Contract Amendment shall become effective November 28, 2022.
3. **AMENDMENT.** the original budget of the contract documents is amended to read as follows:

Section No. 3 Budget

Administration

Admin 10% Allowable	60,904.00
Personnel – Salary & Benefits	358,071.00
Other Direct Cost (rent, phone, mileage)	17,012.00
Subtotal	435,987.00
Project Operations	
Retentions/Bonuses	2,000,000.00
Childcare Subsidy	830,000.00
Consultants/Partners	180,000.00
Marketing	22,200.00
LegUp Subscription and Partner Dashboard	31,750.00
Subtotal	3,063,950.00
Total	3,499,997.00

De-obligate from contract award	\$275,000.00
Transfer from Personnel to Childcare Subsidy	\$ 20,000.00
Transfer from Retention/Bonuses to Childcare Subsidy	\$ 205,980.00

Section NO. 3 BUDGET -Amended

Administration	
Admin 10% Allowable	\$11,851
Personnel – Salary & Benefits	\$127,607
Other Direct Cost	\$1,424
Subtotal	\$140,882
Project Operations	
Retention/Bonuses	\$1,794,019
Childcare Subsidy	\$1,055,981
Consultants/Partners	\$225,500
Marketing	\$407
LegUp Subscription	\$8,211
Subtotal	\$3,084,118
Total	\$3,225,000

4. **EXTENSION.** The contract documents are hereby extended and shall run through April 30, 2025.

5. **COMPENSATION.** The City shall pay no additional compensation for everything furnished and done under this Contract Amendment; thus, this is considered a “no-cost” Contract Amendment.

GRANTEE

By: _____
(signature)

Print Name: _____

Title: _____

Date: _____

Email: _____

CITY OF SPOKANE:

By: _____
(signature)

Print Name: _____

Title: _____

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

Assistant City Attorney

Attachments that are part of this Contract Amendment: None



< Business Lookup

License Information:

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

Entity name: HIP OF SPOKANE COUNTY

Business name: HIP OF SPOKANE COUNTY

Entity type: Nonprofit Corporation

UBI #: 601-762-937

Business ID: 001

Location ID: 0003

Location: Active

Location address: 2001 N DIVISION ST
STE 130
SPOKANE WA 99207-2280

Mailing address: PO BOX 48150
SPOKANE WA 99228-1150

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

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

Endorsements

Endorsements held at this loca	License #	Count	Details	Status	Expiration date	First issuance c
Spokane Nonprofit Business				Active	Jan-31-2025	Jun-04-2014
Spokane Valley Nonprofit Business				Active	Jan-31-2025	Dec-24-2015

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

Governing people	Title
CUNNINGHAM, IAN	
SCHMIDELKOPHER, JANET	

Registered Trade Names

Registered trade names	Status	First issued
------------------------	--------	--------------

Registered trade names

Status

First issued

COMMUNITY-MINDED ENTERPRISES

Active

Jan-13-2017

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 7/8/2024 7:22:31 AM

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Committee Briefing Paper

Finance & Administration Committee

Committee Date	7/22/2024
Submitting Department	Finance
Contact Name	Matt Boston
Contact Email & Phone	mboston@spokanecity.org 509-625-6820
Council Sponsor(s)	Cathcart, Zappone, Wilkerson
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	0410 – Contract with Gartner Inc
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	The Finance division would like to contract with Gartner Inc for consulting service contract for technology research and advisory for Finance leadership. *use the Fiscal Impact box below for relevant financial information
	Contact was procured through DES master contract 08321. (NASPO 186840)
Fiscal Impact	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Total Cost: <u>150,128.00</u>	
Current year cost: \$150,128.00	
Subsequent year(s) cost: n/a	
Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue	
Funding Source <input type="checkbox"/> One-time <input 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? Consultation services are designed to improve knowledge and experience of staff and provide suggestions for possible options based on subject matter discussed. 	

- 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? Complies with City policy for procurement and contracting. Research and consulting will help City refine plans to help with operational efficiencies.

Council Subcommittee Review

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

Gartner, Inc. Service Agreement for CITY OF SPOKANE (“Client”)

This Service Agreement (“SA”) is between Gartner, Inc. of 56 Top Gallant Road, Stamford, CT 06902 (“Gartner”) on behalf of itself and all wholly-owned affiliates of Gartner, Inc. and Client of 808 W Spkne Fls Blvd Spokane WA 99201-3333. (“Client”), and includes the Master Client Agreement (08321) between Gartner or Gartner’s parent or affiliate and Client or Client’s parent or affiliate dated OCT-2021 the terms of which are incorporated by reference, and all applicable Service Descriptions. This SA constitutes the complete agreement between Gartner and Client. Client agrees to subscribe to the following Services for the term and fees set forth below.

1. DEFINITIONS AND ORDER SCHEDULE:

Services are the subscription-based research and related services purchased by Client in the Order Schedule below and described in the Service Descriptions. Service Names and Levels of Access are defined in the Service Descriptions. Gartner may periodically update the names and the deliverables for each Service. If Client adds Services or upgrades the level of service or access, an additional Service Agreement will be required.

Service Descriptions describe each Service purchased, specify the deliverables for each Service, and set forth any additional terms unique to a specific Service. Service Descriptions for the Services purchased in this SA may be viewed and downloaded through the hyperlinks listed in Section 2 below or may be attached to this SA in hard copy, and are incorporated by reference into this SA.

<u>Service Name</u>	<u>Level of Access</u>	<u>Quantity</u>	<u>Name of User to be Licensed</u>	<u>Contract Term Start Date</u>	<u>Contract Term End Date</u>	<u>Annual Fee USD</u>	<u>Total Fee USD</u>
Gartner for Chief Financial Officers Team	Leader	1	Matt Boston	01-AUG-2024	31-JUL-2025	\$112,163.00	\$112,163.00
Gartner for Chief Financial Officers Team	Advisor Member	1	Jessica Stratton	01-AUG-2024	31-JUL-2025	\$37,965.00	\$37,965.00
				Term Total	(Excluding applicable taxes)		\$150,128.00
				Total Services:	(Excluding applicable taxes)		\$150,128.00

1-2HXHIPKX 2412 FA000355

The standard configuration for the Chief Financial Officers solution includes three (3) Team Members in addition to the Team Leader. The non-standard configuration provided above is limited to terms of this agreement only.

2. SERVICE DESCRIPTIONS:

<u>Service Name/ Level of Access</u>	<u>Service Description URL</u>
Gartner for Chief Financial Officers Team Leader	http://sd.gartner.com/sd_cfo_team_leader.pdf
Gartner for Chief Financial Officers Team Advisor Member	http://sd.gartner.com/sd_cfo_team_advisor_member.pdf

3. PAYMENT TERMS

Gartner will invoice Client annually in advance for all Services. Payment is due 30 days from the invoice date. Client shall pay any sales, use, value-added, or other tax or charge imposed or assessed by any governmental entity upon the sale, use or receipt of Services, with the exception of any taxes imposed on the net income of Gartner.

Please attach any required Purchase Order (“PO”) to this SA and enter the PO number below. If an annual PO is required for multi-year contracts, Client will issue the new PO at least 30 days prior to the beginning of each subsequent contract year. Any pre-printed or additional contract terms included on the PO shall be inapplicable and of no force or effect. All PO’s are to be sent to purchaseorders@gartner.com. This SA may be signed in counterparts.

Offer valid until 31-DEC-2024

4. CLIENT BILLING INFORMATION

Purchase Order Number

Billing Address

Invoice Recipient Tel. No.

Invoice Recipient Name

Invoice Recipient Email

5. AUTHORIZATION

Client:
CITY OF SPOKANE

Gartner, Inc.

Signature

Signature

Date

Date

Print Name

Print Name

Title

Title

SERVICE DESCRIPTION
Attachment to the Service Agreement
GARTNER FOR CHIEF FINANCIAL OFFICERS TEAM
TEAM LEADER

Gartner for Chief Financial Officers Team: Team Leader (the “Service”) is for CFOs/heads of finance and their leadership teams at the client company (“Client”). The Service provides Client with (i) an ongoing advisory relationship with Gartner, and (ii) access to Gartner Research covering the finance sector and specific finance roles in a team environment. The Service requires the separate purchase of Gartner for Chief Financial Officers Team Member Services.

DELIVERABLES

The Gartner for Chief Financial Officers Team is comprised of two sets of users: (i) the “Team Leader”, and (ii) “Team Members” designated by Client and listed in the Service Agreement. Collectively, the Team Leader and Team Members are “Licensed Users”.

1. The Team Leader is entitled to the following Gartner Deliverables:

- Assigned Service Delivery Team
- Virtual Strategy Meetings
- Peer Experiences
- Peer & Practitioner Research
- Gartner Research for Finance Roles
- Tools and Templates
- Virtual Strategy Meetings
- Functional Diagnostics
- Webinars
- Individual Inquiry
- Team Inquiry
- CFO & Finance Executive Conference Ticket

2. Additional information on the Deliverables listed above include the following:

(a) **Assigned Service Delivery Team:** A Service Partner, who is a member of the Assigned Service Delivery Team (“Delivery Team”), will serve as Licensed User’s primary point of contact for this Service. The Service Partner will work with Licensed User to develop and continuously evolve an advisory plan to: (i) highlight value sought, (ii) identify key issues on which service delivery will focus, and (iii) define how the Service will deliver that value. The Service Partner will, as necessary, select and synthesize research in accordance with the plan. Client interactions with the Service Partner may include Strategy Meetings, research expert dialogues, CFO & Finance Executive Conference attendance, Facilitated Networking interactions or Service Partner teleconferences or meetings. A client success manager, also a member of the Delivery Team, will work in partnership with the Service Partner to facilitate a coordinated service approach.

(b) **Virtual Strategy Meetings:** Service Partner will meet with Team Leader for coaching and advice on strategic planning and execution of (i) review and apply relevant finance research content, (ii) recommend appropriate experts on issues of relevance to Client, and/or (iii) develop, discuss progress of and, where necessary, modify the advisory plan.

(c) **Peer Experiences**

Gartner provides opportunities for peer engagement in a variety of ways. Licensed Users have access to Gartner assets that enable ratings and reviews, connecting with qualified peers, access to community features, and exclusive features specific to client role.

Facilitated Networking: Service Delivery Team will, upon request, arrange meetings with peers around a specific topic to discuss best practices or areas of expertise.

ADDITIONAL USAGE INFORMATION

The Team Leader may forward to others in the client company up to 25 (twenty-five) Gartner Research documents per contract year. This forwarding may not be done in a manner that has the intent or effect of avoiding the purchase of additional User licenses.

Participation in inquiry calls is limited to the Licensed User(s) and Gartner experts only (i.e., non-Users, either inside or outside the client company, may not attend or otherwise participate on an inquiry call). The Team Leader is entitled to two types of inquiry: (i) inquiry sessions with an expert (“Individual Inquiry”) which may be scheduled independent of other Team Members; and (ii) inquiry sessions with an expert and other members of the team (“Team Inquiry”). For Team Inquiry sessions: (i) the Team Leader must schedule and attend the sessions; and (ii) Team Members may lead the discussion or pose questions to the expert on behalf of the team, provided all such questions and discussions advance the Team Leader’s agenda.

The Conference Ticket is a numbered identifier (e.g., 424562) that entitles Licensed User to register for one (1) conference as specified in the Ticket Letter emailed to Client. Tickets are valid for 12 (twelve) months from the date of issue, per the expiration date on the Ticket Letter. Tickets provided as part of a Gartner research offering are valid only for Gartner conferences during the contract term of that service. One (1) Ticket is issued per contract term of 12 (twelve) months – a shorter contract term does not entitle Client to a Ticket. Tickets are transferable within the client company but may not be transferred to another company. A single Ticket may not be used by more than one (1) individual and may not be used for admission to any Gartner conference other than a CFO & Finance Executive Conference.

Client companies around the world trust Gartner to be objective and independent in its research and advice, and Gartner takes that responsibility seriously. To preserve the objectivity of research, Gartner does not promise Clients favorable coverage or leads from its research experts. Gartner does not provide access to confidential client information, offer aid to secure capital funding, or sell any product for use in litigation. There are no exceptions. If you have questions, please email ombuds@gartner.com.

Use of this Service is governed by the [Gartner Usage Policy](#) and the [Gartner Content Compliance Policy](#) which are accessible on the Policies section of gartner.com.

SERVICE DESCRIPTION
Attachment to the Service Agreement
GARTNER FOR CHIEF FINANCIAL OFFICERS TEAM:
ADVISOR TEAM MEMBER

Gartner for Chief Financial Officers Team: Advisor Team Member (the “Service”) is for senior finance leaders and their leadership teams at the client company (“Client”). The Service provides Client with (i) an ongoing advisory relationship with Gartner, and (ii) access to Gartner Research covering the finance sector and specific finance roles in a team environment. This Service requires the separate purchase of a Chief Financial Officers Team Leader Service.

DELIVERABLES

Gartner for Chief Financial Officers is comprised of two sets of users: (i) the “Team Leader”, and (ii) “Team Members” designated by Client and listed in the Service Agreement. Collectively, the Team Leader and Team Members are “Licensed Users”.

1. The Advisor Team Member is entitled to the following Gartner Deliverables:

- Gartner Research for Finance Roles
- Peer Experiences
- Peer & Practitioner Research
- Facilitated Networking
- Tools and Templates
- Functional Diagnostics
- Webinars
- Individual Inquiry
- Team Inquiry
- CFO & Finance Executive Conference Ticket

2. Additional information on the Deliverables listed above include the following:

Licensed Users may deploy Functional Diagnostics to both Licensed and Non-licensed Users in the client company.

ADDITIONAL USAGE INFORMATION

Participation in inquiry calls is limited to Licensed User(s) and Gartner research expert only (i.e., non-Users, either inside or outside of the client company, may not attend or otherwise participate on an inquiry call). Team Members are entitled to two types of inquiry: (i) inquiry sessions with an expert (“Individual Inquiry”) which may be scheduled independent of other Team Members; and (ii) inquiry sessions with an expert and the team (“Team Inquiry”). For Team Inquiry sessions: (i) the Team Leader must schedule and attend the sessions; and (ii) Team Members may lead the discussion or pose questions to the expert on behalf of the team, provided all such questions and discussions advance the Team Leader’s agenda.

The Conference Ticket is a numbered identifier (e.g., 424562) that entitles Licensed User to register for one (1) conference as specified in the Ticket Letter emailed to Client. Tickets are valid for 12 (twelve) months from the date of issue, per the expiration date on the Ticket Letter. Tickets provided as part of a Gartner research offering are valid only for Gartner conferences during the contract term of that service. One (1) Ticket is issued per contract term of 12 (twelve) months – a shorter contract term does not entitle Client to a Ticket. Tickets are transferable within the client company but may not be transferred to another company. A single Ticket may not be used by more than one (1) individual and may not be used for admission to any Gartner conference other than a CFO & Finance Executive Conference.

Client companies around the world trust Gartner to be objective and independent in its research and advice, and Gartner takes that responsibility seriously. To preserve the objectivity of research, Gartner does not

promise Clients favorable coverage or leads from its research experts. Gartner does not provide access to confidential client information, offer aid to secure capital funding, or sell any product for use in litigation. There are no exceptions. If you have questions, please email ombuds@gartner.com.

Use of this Service is governed by the [Gartner Usage Policy](#) and the [Gartner Content Compliance Policy](#) which are accessible on the Policies section of gartner.com.



< Business Lookup

License Information:

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

Entity name: GARTNER, INC.

Business name: GARTNER

Entity type: Profit Corporation

UBI #: 601-422-801

Business ID: 001

Location ID: 0001

Location: Active

Location address: 56 TOP GALLANT PO
STAMFORD CT 06904

Mailing address: 13200 PAUL J DOHERTY PKWY
FORT MYERS FL 33913-9380

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

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

Endorsements

Endorsements held at this loca	License #	Count	Details	Status	Expiration date	First issuance c
Redmond General Business - Non-Resident	RED99-000062			Active	Mar-31-2025	Jun-29-1999
Spokane General Business - Non-Resident				Active	Mar-31-2025	Feb-22-2022

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

Governing people	Title
BISSON, PETER	
BRESSLER, RICHARD J.	
CESAN, RAUL	

Governing people**Title**

COHEN, SETH

DYKSTRA, KAREN E.

FERGUSON, DIANA S.

FUCHS, ANNE SUTHERLAND

GRABE, WILLIAM O.

GUTIERREZ, JOSE M.

HALL, EUGENE A.

KIM, THOMAS S.

PAGLIUCA, STEPHEN

SAFIAN, CRAIG

SERRA, EILEEN M

SMITH, JAMES C.

Registered Trade Names

Registered trade names	Status	First issued
GARTNER INC	Active	Mar-21-2019

The Business Lookup information is updated nightly. Search date and time: 7/10/2024 11:35:38 AM

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Continuation of Wording, Summary, and Distribution

Agenda Item Name: 5300 5-YEAR LEASE OF RISO COMCOLOR 9730 PRINTER FOR T

Agenda Wording (334 character max)

The total lease amount for five (5) years will be \$147,720.00 plus applicable tax. The City is utilizing the OMNIA Partners, Public Sector Cooperative Purchasing Program ("OMNIA Partners Program") contract No. 2020002755 with Canon Solutions America, Inc. ("Supplier") to obtain the best pricing.

Summary (Background) (868 character max)

Fiscal Impact

Budget Account

Expen ▾ \$32,202.96 #5300-73700-18880-54501 2028 bu

Expen ▾ \$21,468.64 #5300-73700-18880-54501 2029 bu

Distribution List

Save

Cancel



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 07/22/2024

Committee Agenda type: Consent

Date Rec'd 7/10/2024

Clerk's File #

Cross Ref #

Project #

Council Meeting Date: 08/12/2024

Submitting Dept INFORMATION TECHNOLOGY

Bid #

Contact Name/Phone MICHAEL 625-6468

Requisition # CR 26474

Contact E-Mail MSLOON@SPOKANECITY.ORG

Agenda Item Type Contract Item

Council Sponsor(s) MCATHCART BWILKERSON ZZAPPONE

Agenda Item Name 5300 5-YEAR LEASE OF RISO COMCOLOR 9730 PRINTER FOR THE MAIL CENTER

Agenda Wording

Canon Solutions America, Inc. (Melville, NY) was selected for lease of a RISO Comcolor 9730 Printer for the Mail Center. This lease is for five (5) years. Total lease term is September 24, 2024, through September 23, 2029.

Summary (Background)

This printer is primarily used to print revenue-generating utility bills for the city. It is also used for printing notice letters for the Development Services Center and Water department, which keep customers up to date on permits, maintenance, and any associated fees. The Accounts Receivable invoices are printed to this printer, which are then mailed out to collect payment, and we print the payroll reports utilizing this printer.

Lease? YES Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 147,720.00 plus appl tax

Current Year Cost \$ 10,734.32

Subsequent Year(s) Cost \$ \$150,280.48

Narrative

The existing printer lease for the Mail Center is expiring. This new lease with Canon Solutions America, Inc. replaces that expiring lease.

Amount

Budget Account

Expense \$ 10,734.32 # 5300-73700-18880-54501 2024 budget

Expense \$ 32,202.96 # 5300-73700-18880-54501 2025 budget

Expense \$ 32,202.96 # 5300-73700-18880-54501 2026 budget

Expense \$ 32,202.96 # 5300-73700-18880-54501 2027 budget

Expense \$ 32,202.96 # 5300-73700-18880-54501 2028 budget

Expense \$ 21,468.64 # 5300-73700-18880-54501 2029 budget



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

The total lease amount for five (5) years will be \$147,720.00 plus applicable tax. The City is utilizing the OMNIA Partners, Public Sector Cooperative Purchasing Program ("OMNIA Partners Program") contract No. 2020002755 with Canon Solutions America, Inc. ("Supplier") to obtain the best pricing.

Summary (Background)

Approvals

<u>Dept Head</u>	MARTINEZ, LAZ
<u>Division Director</u>	SLOON, MICHAEL
<u>Accounting Manager</u>	BUSTOS, KIM
<u>Legal</u>	SCHOEDEL, ELIZABETH
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>PURCHASING</u>	NECHANICKY, JASON
<u>ACCOUNTING -</u>	BAIRD, CHRISTI

Distribution List

Danny Mitchell CSA_DocReview@csa.canon.com	Accounting - ywang@spokanecity.org
Contract Accounting - ddaniels@spokanecity.org	Legal - mharrington@spokanecity.org
Purchasing - cwahl@spokanecity.org	IT - itadmin@spokanecity.org
Tax & Licenses	

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	July 22, 2024
Submitting Department	IT
Contact Name	Mike Sloon
Contact Email & Phone	msloon@spokanecity.org , 509-625-6468
Council Sponsor(s)	<u>CM Cathcart, CP Wilkerson, CM Zappone</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	5300 – 5-year Lease of RISO Comcolor 9730 Printer for the Mail Center
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>Canon Solutions America, Inc. (Melville, NY) was selected for lease of a RISO Comcolor 9730 Printer for the Mail Center.</p> <p>*use the Fiscal Impact box below for relevant financial information</p> <p>This printer is primarily used to print revenue-generating utility bills for the city. It is also used for printing notice letters for the Development Services Center and Water department, which keep customers up to date on permits, maintenance, and any associated fees. The Accounts Receivable invoices are printed to this printer, which are then mailed out to collect payment, and we print the payroll reports utilizing this printer.</p> <p>This lease is for five (5) years. Lease and Service Pricing are fixed for five (5) years and includes parts and labor. Total lease term is September 24, 2024, through September 23, 2029.</p> <p>The first-year lease amount is \$29,544.00 plus tax and will be billed quarterly.</p> <p>5300-73700-18880-54501 = \$20,664.00 plus tax = \$22,523.76 5300-73700-18850-54804 = \$ 8,880.00 plus tax = \$ 9,679.20 \$29,544.00 plus tax = \$32,202.96</p> <p>Current expiring lease yearly amount is \$32,178.77.</p> <p>The total lease amount for five (5) years will be \$147,720.00 plus applicable tax.</p>
Fiscal Impact	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: \$147,720.00 for five years plus applicable tax. Current year cost: \$32,202.96 including tax Subsequent year(s) cost:	
Narrative: The existing printer lease for the Mail Center is expiring. This new lease with Canon Solutions America, Inc. replaces that expiring lease. The City is utilizing the OMNIA Partners, Public Sector Cooperative Purchasing Program (“OMNIA Partners Program”) contract No. 2020002755 with Canon Solutions America, Inc. (“Supplier”) to obtain the best pricing.	
Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Select Funding Source* Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.	

Expense Occurrence 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?

Not applicable

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?

This service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service by providing a stable and current mailing center infrastructure.



City of Spokane
CONTRACT
LEASE OF RISO
COMCOLOR PRINTER 9730

THIS CONTRACT is between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **CANON SOLUTIONS AMERICA, INC.**, whose address is One Canon Park, Melville, NY 11747, payment address is Canon Financial Services, Inc., 14904 Collections Center Drive, Chicago, IL 60693, as (“Company”), individually hereafter referenced as a “party”, and together as the “parties”.

The parties agree as follows:

1. **PERFORMANCE.** The Company will Lease a Riso Comcolor 9730 Printer and provide Service, Parts and Labor and pick up of the equipment at the end of the lease, in accordance with the OMNIA Partners, Public Sector Cooperative Purchasing Program Contract No. 2020002755 as the Overriding Contract under the Master Sales and Service Agreement #54231, attached as Exhibit B. In the event of a discrepancy between the documents this City Contract controls.
2. **CONTRACT TERMS.** The Contract shall begin September 24, 2024, and run through September 23, 2029, unless amended by written agreement or terminated earlier under the provisions.
3. **COMPENSATION.** Total compensation under this Contract shall not exceed **ONE HUNDRED FORTY-SEVEN THOUSAND SEVEN HUNDRED TWENTY AND NO 100 DOLLARS (\$147,720.00)**, plus applicable sales tax; billed quarterly, for everything furnished and done under this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 1 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract. Notwithstanding the foregoing, Company will invoice City and City agrees to pay all maintenance charges in excess of the total compensation mentioned herein.
4. **PAYMENT.** The Company shall send its application for payment to Information Technology, Administration Office, Seventh Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company’s application except as provided by state law.
5. **COMPLIANCE WITH LAWS.** Each party shall comply with all applicable federal, state, and local laws and regulations.
6. **ASSIGNMENTS.** This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent, which shall not be unreasonably withheld, delayed, or

conditioned; provided, that the Company may assign any of its rights or obligations hereunder to any company which is a wholly-owned subsidiary of the Company's ultimate parent company.

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

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

9. TERMINATION. The City may terminate this Contract by thirty (30) days' written notice to the Company due to non-appropriation of fiscal funding, provided that the City (i) provide proof that funding was requested and (ii) provide proof that funding was denied. Additionally, either party may terminate this Contract for cause by thirty (30) days' written notice to the other party. In the event of such termination, the City shall pay the Company for all work previously authorized and performed prior to the termination date.

10. INSURANCE. During the term of the Agreement, the Company shall maintain in force at its own expense, the following insurance coverages:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers; and
- B. General Liability Insurance on an occurrence basis, with a limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage. It shall provide that the City, its officers and employees are included as additional insureds, but only with respect to the Company's services to be provided under this contract (such requirement may be met with production of a blanket endorsement);
 - i. Acceptable supplementary Umbrella insurance coverage, combined with the Company's General Liability insurance policy must be a *minimum* of \$1,000,000, in order to meet the insurance coverages required under this Contract;
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, or reduction of limits change in that Company is unable to meet the required coverages specified within, or intent not to renew the insurance coverage(s) without written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. **The certificate shall specify the City of Spokane as "Additional Insured"** specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable blanket policy Additional Insured endorsements. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. INDEMNIFICATION. The Company shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the

Company's negligence or willful misconduct under this Agreement, including reasonable attorneys' fees and litigation costs; provided that nothing herein shall require a Company to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Company's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Company, its agents or employees. The Company specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Company's own employees against the City, to the extent such action does not result from the negligence of the City. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

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

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

14. STANDARD OF PERFORMANCE. The silence or omission in the Contract regarding any detail required for the proper performance of the work, means that the Company shall perform in accordance with generally accepted industry standards and practice.

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

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

17. AUDIT / RECORDS. To the extent required by applicable law, the Company and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to fees charged, or invoices issued, under the Contract. The Company and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record, provided no more than once per year or otherwise required under applicable law. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.

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

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

CANON SOLUTIONS AMERICA, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:
Exhibit A – Certificate Regarding Debarment
Exhibit B – Company's Master Sales and Service Agreement

24-111

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

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

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

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

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

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

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

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

EXHIBIT B



Canon Solutions America, Inc. ("CSA")
 One Canon Park, Melville, NY 11747
 (800) 613-2228

**Master Sales & Services Agreement
 Customer Information Face Page**

MA54231

Salesperson: Sierra Love-Ensminger Order Date: 5/21/2024

Customer ("you"):

Company: SPOKANE CITY OF		
DBA:		
Address: 808 W SPOKANE FALLS BLVD PURCHASING		
City: SPOKANE		County: SPOKANE
State: WA	Zip: 99201-3333	Phone #: 509-625-6460
Contact: TC Brenden		
Email: tbrenden@spokanecity.org		

Applicable Terms and Conditions	Customer Organizational Information
<p>TERMS AND CONDITIONS ARE AVAILABLE AT: ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS</p> <p>The CSA customer terms and conditions located at the above website ("Terms") form part of this Agreement. The Terms include general terms, and terms for product and service purchase, maintenance, support and leasing (pursuant to the terms of Rider G); managed print services; and quotes. The Terms applicable to each of your transactions will be referenced in the Order Schedule.</p> <p>By your initials herein and signature below, you understand and acknowledge such Terms and agree to comply with those applicable to each Order Schedule.</p> <p>_____</p> <p>Customer Initials</p>	<p>Federal Tax ID Number: _____</p> <p>Organization type:</p> <p>Address for Notices: Attn: TC Brenden Address: 808 W SPOKANE FALLS BLVD PURCHASING Address 2: City: SPOKANE State: WA Zip: 99201-3333 Email: tbrenden@spokanecity.org</p>
<p> </p>	

BY YOUR SIGNATURE BELOW, YOU AGREE TO LEASE, PURSUANT TO THE TERMS OF RIDER G, OR PURCHASE, AS SPECIFIED IN THIS AGREEMENT, THE ITEMS LISTED IN ANY SCHEDULE, RIDER OR ADDENDA (AS APPROVED BY CSA) TO THIS AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT, AND AGREE TO ABIDE BY ALL OF THE TERMS AND CONDITIONS OF THIS FACE PAGE, APPLICABLE SCHEDULE(S), RIDER(S) AND SUCH ADDENDA, THE QUOTE, AND THE APPLICABLE TERMS AND CONDITIONS IDENTIFIED ABOVE, ALL OF WHICH IS INCORPORATED HEREIN AND MADE PART OF THIS AGREEMENT.

Customer's Authorized Signature _____

Printed Name _____ Title _____ Date _____



Lease Schedule ("Schedule") - Blended (SER-800)

Canon Solutions America, Inc. ("CSA")
One Canon Park, Melville, NY 11747
(800)-613-2228

Customer: SPOKANE CITY OF
Agreement #: MA54231

CFS App #: 2003199
Transaction #: S21091353

Salesperson: Sierra Love-Ensminger
Order Date: 05/21/24

Table with columns: Billing Information, Payment Information, Equipment Maintenance Information, Other Transaction Details. Includes fields for Customer Account, Lease Term (60 Months), # of Lease Payments (20), Total (\$7,386.00), and Excess Per Image Charge(s) (\$0.00370).

Table with columns: Item Code, Listed Items Description, Qty, Ship To & Maintenance Billing Information. Lists various RISO equipment items and their quantities, along with shipping and billing details.

Additional Requirements: Consumables: Service Only; Meter Method: Remote Reporting Agent; For CSA USE ONLY: Config: A | 57214403

OC: UNIVERSITY OF CALIFORNIA PURCHASING AGREEMENT #2020002755
THIS SCHEDULE IS ENTERED INTO PURSUANT TO, AND INCORPORATES THE TERMS OF, THE MASTER SALES AND SERVICES AGREEMENT REFERENCED AS THE AGREEMENT # ABOVE ("AGREEMENT")...

Customer Authorized Signature: Printed Name: Title: Date: ACCEPTANCE CERTIFICATE

To: CSA and Lessor: Customer certifies that (a) the Listed Items referred to in the above Schedule have been received, (b) installation has been completed, (c) the Listed Items have been examined by Customer...

Authorized Signature: Printed Name: Title: Date:

For Internal Purposes Only: CFS Authorized Signature: Printed Name: Title: Date:

Riso Comcolor 9730



CANON SOLUTIONS AMERICA

Configuration Details and Pricing

RISO COMCOLOR GL 9730 MAIN UNIT-S-8440W
RISO POWER CORD FOR HIGH-CAPACITY STACKER - 488-00050-009
RISO FACE DOWN TRAY-S-7347
RISO HIGH-CAPACITY FEEDER-S-7343G
RISO PAPER EJECTION ATTACHMENT G10-S-7356
RISO HIGH-CAPACITY STACKER-S-7349G
RISO POWER CORD FOR FACE DOWN FINISHER -488-00050-009
RISO CORD-488-00050-009
RISO COMCOLOR EXPRESS FS2100C - S-8471
RISO CONTROL CARD KIT GL9730-S-8410
HIGH PRODUCTION COLOR RISO INKJET IMPLEMENTATION
AND OPERATOR TRAINING BY PRODUCTION SERVICES
RESOURCE
RISO GL SERIES INSTALL PAK

Pricing

60 Month FMV lease
Billed **Quarterly** at: **\$7,386**
Includes **600,000** Quarterly images
Overage Rate reconciled quarterly: **\$.0037**

Service Agreement

Lease and Service Pricing fixed for 5 years - includes **parts and labor**.

Omnia Language: Notwithstanding any provision of this purchase order to the contrary, the use of this purchase order shall be for the consumers (or buyer's) administrative convenience only, and any terms conditions on this purchase which conflict with or vary from the terms contained in agreement 2020002755 between Canon Solutions America, inc. and the University of California, shall be deemed null and void.

Vendor: Canon Solutions America, Inc
One Canon Park Melville, NY 11747
Remittance Details: Canon Financial Services, Inc
14904 Collections Center Drive Chicago IL 60693

Quote Valid until 6/30/24



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/09/2024

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 Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center PHONE (A/C. No. Ext): 1-877-945-7378 E-MAIL ADDRESS: certificates@wtwco.com		FAX (A/C. No): 1-888-467-2378
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Canon Solutions America, Inc. One Canon Park Melville, NY 11747	INSURER A: Tokio Marine America Insurance Company		10945
	INSURER B: Sompo America Insurance Company		11126
	INSURER C: Sompo America Fire & Marine Insurance Comp		38997
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** W33522719 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GLD6404741-13	11/01/2023	11/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			AAL30026136801	11/01/2023	11/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll \$ 1,000.00
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	N/A	JCD40017R0	11/01/2023	11/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Spokane, its officers and employees are included as Additional Insureds as respects to General Liability where required by written contract.

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 <i>Patricia A. Fony</i>
--	--



STATE OF WASHINGTON

BUSINESS LICENSE

Profit Corporation

CANON SOLUTIONS AMERICA, INC.
CANON SOLUTIONS AMERICA, INC..
300 COMMERCE SQUARE BLVD
BURLINGTON NJ 08016-1270

UNEMPLOYMENT INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE

Issue Date: Jan 19, 2024

Unified Business ID #: 602493129

Business ID #: 001

Location: 0001

Expires: Jan 31, 2025

CITY/COUNTY ENDORSEMENTS:

- KELSO GENERAL BUSINESS - NON-RESIDENT #A040148 - ACTIVE
- ELLENSBURG GENERAL BUSINESS - NON-RESIDENT #14330 - ACTIVE
- PASCO GENERAL BUSINESS - NON-RESIDENT #18187 - ACTIVE
- CENTRALIA GENERAL BUSINESS - NON-RESIDENT #10677 - ACTIVE
- SHELTON GENERAL BUSINESS - NON-RESIDENT #0048250 - ACTIVE
- BELLINGHAM GENERAL BUSINESS #051843 - ACTIVE
- ISSAQUAH GENERAL BUSINESS - NON-RESIDENT - ACTIVE
- KENNEWICK GENERAL BUSINESS - NON-RESIDENT - ACTIVE
- LACEY GENERAL BUSINESS - NON-RESIDENT #22237 - ACTIVE
- LONGVIEW GENERAL BUSINESS - NON-RESIDENT #110682 - ACTIVE
- MARYSVILLE GENERAL BUSINESS - NON-RESIDENT #6454RET613 - ACTIVE
- OLYMPIA GENERAL BUSINESS - NON-RESIDENT #25776 - ACTIVE
- SPOKANE VALLEY GENERAL BUSINESS - NON-RESIDENT - ACTIVE
- SUMNER GENERAL BUSINESS - NON-RESIDENT - ACTIVE
- TUMWATER GENERAL BUSINESS - NON-RESIDENT #R-011962 - ACTIVE

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Director, Department of Revenue

UBI: 602493129 001 0001

STATE OF WASHINGTON

Expires: Jan 31, 2025

CANON SOLUTIONS AMERICA, INC.
CANON SOLUTIONS AMERICA, INC..
300 COMMERCE SQUARE BLVD
BURLINGTON NJ 08016-1270

UNEMPLOYMENT INSURANCE - ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE
KELSO GENERAL BUSINESS - NON-RESIDENT #A040148 - ACTIVE
ELLENSBURG GENERAL BUSINESS - NON-RESIDENT #14330 - ACTIVE
PASCO GENERAL BUSINESS - NON-RESIDENT #18187 - ACTIVE
CENTRALIA GENERAL BUSINESS - NON-RESIDENT #10677 - ACTIVE
SHELTON GENERAL BUSINESS - NON-RESIDENT #0048250 - ACTIVE
BELLINGHAM GENERAL BUSINESS

Director, Department of Revenue



STATE OF WASHINGTON

BUSINESS LICENSE

Profit Corporation

CANON SOLUTIONS AMERICA, INC.
CANON SOLUTIONS AMERICA, INC..
300 COMMERCE SQUARE BLVD
BURLINGTON NJ 08016-1270

CITY/COUNTY ENDORSEMENTS:

- SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE
- TUKWILA GENERAL BUSINESS - NON-RESIDENT - ACTIVE
- MERCER ISLAND GENERAL BUSINESS - NON-RESIDENT #130051 - ACTIVE
- LYNNWOOD GENERAL BUSINESS - NON-RESIDENT #018768-03-2016 - ACTIVE
- YAKIMA GENERAL BUSINESS - NON-RESIDENT #BL079912 - ACTIVE
- BURIEN GENERAL BUSINESS - NON-RESIDENT #10088 - ACTIVE
- NACHES GENERAL BUSINESS - NON-RESIDENT #006072.00 - ACTIVE
- ABERDEEN GENERAL BUSINESS - NON-RESIDENT #214857 - ACTIVE
- BREMERTON GENERAL BUSINESS - NON-RESIDENT #29919 - ACTIVE
- BOTHELL GENERAL BUSINESS - NON-RESIDENT #5380 - ACTIVE

LICENSING RESTRICTIONS:

Aberdeen city license valid until canceled by either party.

Not licensed to hire minors without a Minor Work Permit.

Issue Date: Jan 19, 2024

Unified Business ID #: 602493129

Business ID #: 001

Location: 0001

Expires: Jan 31, 2025

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Director, Department of Revenue

UBI: 602493129 001 0001

CANON SOLUTIONS AMERICA, INC.
CANON SOLUTIONS AMERICA, INC..
300 COMMERCE SQUARE BLVD
BURLINGTON NJ 08016-1270

STATE OF WASHINGTON

- UNEMPLOYMENT INSURANCE - ACTIVE
- INDUSTRIAL INSURANCE - ACTIVE
- TAX REGISTRATION - ACTIVE
- KELSO GENERAL BUSINESS - NON-RESIDENT #A040148 - ACTIVE
- ELLENSBURG GENERAL BUSINESS - NON-RESIDENT #14330 - ACTIVE
- PASCO GENERAL BUSINESS - NON-RESIDENT #18187 - ACTIVE
- CENTRALIA GENERAL BUSINESS - NON-RESIDENT #10677 - ACTIVE
- SHELTON GENERAL BUSINESS - NON-RESIDENT #0048250 - ACTIVE
- BELLINGHAM GENERAL BUSINESS

Expires: Jan 31, 2025

Director, Department of Revenue

IMPORTANT!

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY BEFORE POSTING THIS LICENSE

General Information

Post this Business License in a visible location at your place of business.

If you were issued a Business License previously, **destroy the old one and post this one in its place.**

Login to My DOR at dor.wa.gov if you need to make changes to your business name, location, mailing address, telephone number, or business ownership.

Telephone: 360-705-6741

Endorsements

All endorsements should be renewed by the expiration date that appears on the front of this license to avoid any late fees.

If there is no expiration date, the endorsements remain active as long as you continue required reporting. Tax Registration, Unemployment Insurance, and Industrial Insurance endorsements require you to submit periodic reports. Each agency will send you the necessary reporting forms and instructions.

For assistance or to request this document in an alternate format, visit <http://business.wa.gov/BLS> or call (360) 705-6741. Teletype (TTY) users may use the Washington Relay Service by calling 711.

BLS-700-107 (07/27/20)

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 07/22/2024**Committee Agenda type:** Consent**Council Meeting Date:** 08/12/2024

		Date Rec'd	7/11/2024
		Clerk's File #	OPR 2023-0686
		Cross Ref #	
		Project #	
Submitting Dept	SOLID WASTE DISPOSAL	Bid #	IPWQ 5891-23
Contact Name/Phone	DAVID PAINE 625-6878	Requisition #	CR 26489
Contact E-Mail	DPAINE@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	BWILKERSON JBINGLE KKLITZKE		
Agenda Item Name	4490 CONTRACT AMENDMENT FOR CONVEYOR BELT SERVICES		

Agenda Wording

Contract amendment with Applied Industrial Technologies (Spokane, WA) for conveyor belt services at the Waste to Energy Facility from 7/1/23-6/30/25. An additional \$150,000.00 is needed for a contract total of \$360,000.00, plus tax.

Summary (Background)

The Waste to Energy Facility operates continuously, incinerating refuse. The resulting ash is transported in the facility by conveyors. In the event of a failure, replacement belts need to be readily available. The current two-year contract for the purchase and installation of these conveyor belts has exhausted the \$210,000.00 planned expense due to unplanned but necessary repairs to the ash system. Additional funding is needed for the remainder of the contract to facilitate additional repairs.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 360,000.00

Current Year Cost \$ 150,000.00

Subsequent Year(s) Cost \$ 0

Narrative

This is an unplanned repair and maintenance expense. The additional funding needed will be moved from other planned projects currently in the budget through cancellation or revision of work scopes.

Amount		Budget Account
Expense	\$ 150,000.00	# 4490-44100-37148-54803-34002
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#

**Continuation of Wording, Summary, Approvals, and Distribution**

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	AVERYT, CHRIS
<u>Division Director</u>	FEIST, MARLENE
<u>Accounting Manager</u>	ALBIN-MOORE, ANGELA
<u>Legal</u>	BEATTIE, LAUREN
<u>For the Mayor</u>	JONES, GARRETT

Additional Approvals

<u>PURCHASING</u>	PRINCE, THEA

Distribution List

Jason Vasquez, jvasquez@applied.com	mdorgan@spokanecity.org
jsalstrom@spokanecity.org	tprince@spokanecity.org
rrinderle@spokanecity.org	

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	July 22, 2024
Submitting Department	Solid Waste Disposal
Contact Name	David Paine
Contact Email & Phone	dpaine@spokanecity.org , 509-625-6878
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Contract amendment with cost for the as-needed purchase and installation of conveyor feed belts at the Waste to Energy Facility
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 Waste to Energy Facility operates continuously throughout the year incinerating refuse. The refuse and resulting ash is carried throughout the facility utilizing conveyors. In the event of a conveyor belt failure, there needs to be an immediate response to repair or replace the belt to minimize down time. Unfortunately, there are very long lead times for the purchase of replacement belts, so they need to be purchased and available prior to a failure.</p> <p>On May 17, 2023 bidding closed on IPWQ 5891-23 for the as-needed purchase and installation of these conveyor belts and Applied Industrial Technologies, of Spokane, WA was the only respondent. The initial contract award was for two years from July 1, 2023, through June 30, 2025 with an anticipated expense not to exceed \$210,000.00 plus tax. Unfortunately, as a result of unplanned but necessary repairs to the Ash System the funds on this contract have been exhausted. There is an immediate need for other repair parts to maintain, safely operate, and sustain environmental compliance while operating the system. If unable to expedite the addition of funds, the system may fail and result in the closure of operations until such time as we are able to facilitate the necessary repairs. An additional \$150,000.00 plus tax is being requested for a total two-year contract cost of \$360,000.00 plus tax.</p>
Fiscal Impact	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$150,000.00 additional. Total two-year cost of \$360,000.00</u> Current year cost: \$150,000.00 Subsequent year(s) cost: 0	
Narrative: <u>This is an unplanned repair and maintenance expense. The additional funding needed will be moved from other planned projects currently in the budget through cancellations or revision of work scopes.</u>	
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 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)	
<ul style="list-style-type: none"> • What impacts would the proposal have on historically excluded communities? Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to 	

Council Subcommittee Review

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

Not applicable



CITY OF SPOKANE
CONTRACT AMENDMENT
Title: CONVEYOR BELT SERVICES

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **APPLIED INDUSTRIAL TECHNOLOGIES, INC.**, whose address is 301 North Fancher Road, Spokane, Washington, 99212 as (“Contractor”), individually hereafter referenced as a “Party”, and together as the “Parties”.

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to provide Conveyor Belt Purchase, Installation and Repair at the Waste to Energy Facility; and

WHEREAS, additional funds are needed due to unanticipated belt failures, thus the original Contract needs to be formally Amended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract, dated August 16, 2023 and September 7, 2023, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on July 1, 2024, and shall end June 30, 2025.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00)**, plus applicable sales tax, for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

APPLIED INDUSTRIAL TECHNOLOGIES, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

24-128

OPR 2023-0686

OPR 2020-0485

CfR. J-ctry ...10 7

APPLIIND2



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DO/YYYY) 5/28/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY BELOW.

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.

PRODUCER: Commercial Lines - (404) 923-3700, USI Insurance Services LLC, 1 Concourse Parkway NE, Suite 700, Atlanta, GA 30328. INSURED: Applied Industrial Technologies, Inc., One Applied Plaza, Euclid Avenue at 36th Street, Cleveland OH 44115. RECEIVED CITY CLERK'S OFFICE. INSURER(S) AFFORDING COVERAGE: ACE American Insurance Company, ACE Property and Casualty Ins. Co., ACE Fire Underwriters Ins. Co.

COVERAGES CERTIFICATE NUMBER: 15855703 REVISION NUMBER: See below

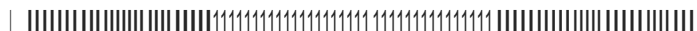
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED- NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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.

Table with columns: POLICY LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF DATE, POLICY EXP DATE, LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Excess Liability, and Workers Compensation.

DESCRIPTION OF OPERATIONS/ LOCATIONS/ VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) The City of Spokane is included as additional insured on the general liability, where required by contract per policy terms and conditions, but only as respects to the products and/or operations, and only to the extent of negligence of Applied Industrial Technologies, Inc.

CERTIFICATE HOLDER: City of Spokane, 808 W. Spokane Falls Blvd, Spokane, WA 99201. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: uJ_6.vjL.

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Certificate of Insurance Attachment

J1j

Insured:

Applied Industrial Technologies, Inc.
 One Applied Plaza Cleveland, OH
 44115-5022

US subsidiaries of Applied Industrial Technologies, Inc.

A&H Fluid Technologies, Inc.	Bearings Pan American, Inc.
Advanced Control Solutions & Automation, Inc.	Carolina Fluid Components, LLC
Air Draulics Engineering Co.	Cangro Industries, LLC
AIT International Inc.	DTS Fluid Power, LLC
AIT Receivables, LLC	ESI Acquisition Corporation (d/b/a Engineered Sales, Inc., ESI Power Hydraulics, and Applied Engineered Systems)
Applied Automation, Inc. (dba Automation, Inc.)	FCX Performance, Inc.
Applied Bearing Distributors, LLC	Fluid Power Sales
Applied Fluid Power Holdings, LLC	FluidTech, LLC
Applied Industrial Technologies - CA LLC	Gibson Engineering Company, Inc.
Applied Industrial Technologies - Capital, Inc.	HUB Industrial Supply, Inc.
Applied Industrial Technologies - Dixie, Inc	HydroAir Hughes, LLC
Applied Industrial Technologies - PA LLC	HyQuip, LLC
Applied Industrial Technologies - PACIFIC LLC	Olympus Controls Corp.
Applied Maintenance Supplies & Solutions, LLC	Power Systems AHS, LLC
Applied US Energy - Oklahoma, LLC	R.R. Floody Company, Inc
Applied US Energy, Inc.	S. G. Morris Co., LLC
Applied US, LP.	Sentinel Fluid Controls, LLC
Atlantic Fasteners Co., LLC	Spencer Fluid Power, Inc
Bay Advanced Technologies, LLC	Texas Oilpatch Services, LLC
Bearing Sales & Services, Inc.	

Foreign subsidiaries of Applied Industrial Technologies, Inc.

AIT Canada, ULC	Applied Northern Holdings, ULC
AIT Holding Corp.	Applied Nova Scotia Company
Applied Australia Holdings Pty Ltd	Bav Advanced Technologies Singapore Pte Ltd.
Applied Canada Holdings, ULC	BER International, Inc.
Applied Industrial Technologies Canada, ULC	Disenos Construcciones y Fabricaciones Hisoanoamericans, S.A. (DICOFASA)
Applied Industrial Technologies Limited	Rafael Benitez Carrillo Inc.
Applied Industrial Technologies Pty Ltd	Seals Unlimited (1976) Incorporated
Applied Industrial Technologies, LP	Seals Unlimited Holding Co., Inc.
Applied Mexico Holdings, S.A. de C.V.	VYCMEX Mexico, S.A. de C.V.
Applied Mexico, S.A. de C.V	



Trade Names of Applied Industrial Technologies, Inc. and its subsidiaries

Advance Motions Systems	Ira Pump & Supply
Air and Hydraulics Engineering	Kent Fluid Power
Air Draulics	King Bearing
Air-Hydraulic Systems	Knox Oil Field Supply
Applied Engineered Systems	Mark Hydraulic
Applied MSS	MilRoc Distribution
Automation Inc	Minnesota Bearing Co.
Batesville Bearings	North Coast Instruments
Bay Pneumatics	Pacific Air Technologies
Collars and Couplings	PumpServe
Dees Fluid Power	PureServe
Elect Air	Reliance Industrial Products
Engineered Sales, Inc.	South Carolina State TM Filing
ESI Power Hydraulics	TOPS
Hydra Gear	Woodward Steel
HydroAir Dees	

Commercial Lines - (404) 923-3700
USI Insurance Services LLC
1 Concourse Parkway NE, Suite 700
Atlanta, GA 30328



CITY OF SPOKANE
808 W SPOKANE FALLS BLVD
SPOKANE WA 99201-3301

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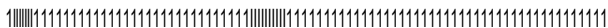
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Business Lookup

License Information:

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Entity name: APPLIED INDUSTRIAL TECHNOLOGIES, INC.

Business name: APPLIED INDUSTRIAL TECHNOLOGIES MS09

Entity type: [Profit Corporation](#)

UBI #: 601-119-576

Business ID: 001

Location ID: 0015

Location: Active

Location address: 301 N FANCHER RD
SPOKANE VALLEY WA 99212-0831

Mailing address: TAX DEPT MS 30/412
PO BOX 6925
CLEVELAND OH 44101-2193

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
Spokane General Business - Non-Resident	T12022794BUS			Active	Oct-31-2024	Oct-15-2012
Spokane Valley General Business				Active	Oct-31-2024	Aug-22-2018

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

Governing people	Title
CIESLAK, RYAN	
PLOETZ, JON S.	
SCHRIMSHER, NEIL A	
WELLS, DAVID K	

Registered Trade Names

Registered trade names	Status	First issued
APPLIED INDUSTRIAL TECHNOLOGIES	Active	Dec-15-2022

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The Business Lookup information is updated nightly. Search date and time: 7/10/2024 12:55:20 PM



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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	Hoffman Well Station – Roof Replacement / Masonry Repairs
Summary (Background) *Use the Fiscal Impact box below for relevant financial information	The Facilities Department in partnership with the Water Department and Purchasing Department has completed the procurement process for the replacement of the roof, repair of masonry parapet, and installation of a roof top exhaust fan. This work will repair the failing masonry above the roof line, install new R-38 rigid insulation, and a TPO roof membrane for the well station located at 2109 East Hoffman Avenue. The completion of this work will protect the recent Water Department investment in the new well heads and provide many years of additional service life for the station.
Proposed Council Action	Contract approval
Fiscal Impact	
Total Expense:	
Base bid:	\$238,000.00
Administrative Reserve 10%:	\$ 23,800.00
Total	\$283,220.00
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A	
Specify funding source: Water Department 4100-42460-34148-54801-	
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.) Reduction of long term maintenance cost by replacing failed masonry and roof system.	
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



SPILK-1

OP ID: ME

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/16/2024

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 certification does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Blasingame Insurance 200 N. Argonne Rd Spokane, WA 99212 Core Business Unit	509-891-1000	CONTACT NAME: Michelle Fleming PHONE (A/C, No, Ext): 509-891-1000 FAX (A/C, No): 509-891-1430 E-MAIL ADDRESS: Michelle@blasingameins.com														
INSURED Spilker Contracting LLC 9902 E Peone Landing Ln Mead, WA 99021		<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: CBIC</td> <td style="text-align: center;">37206</td> </tr> <tr> <td>INSURER B: Progressive Insurance Co</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: CBIC	37206	INSURER B: Progressive Insurance Co		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #															
INSURER A: CBIC	37206															
INSURER B: Progressive Insurance Co																
INSURER C:																
INSURER D:																
INSURER E:																
INSURER F:																

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/>	X	X	C11SM8535	05/22/2024	05/22/2025	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000						
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	006016760	07/16/2024	07/16/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below			C11SM8535 WASHINGTON STOP GAP	05/22/2024	05/22/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Spokane is named as additional insured

CERTIFICATE HOLDER City of Spokane 808 W Spokane Falls Blvd Spokane, W 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
--	--



< Business Lookup

License Information:

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

Entity name: SPILKER CONTRACTING LLC

Business name: SPILKER CONTRACTING LLC

Entity type: [Limited Liability Company](#)

UBI #: 604-501-999

Business ID: 001

Location ID: 0001

Location: Active

Location address: 9902 E PEONE LANDING LN
MEAD WA 99021-5025

Mailing address: 9902 E PEONE LANDING LN
MEAD WA 99021-5025

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

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

Endorsements

Endorsements held at this loca	License #	Count	Details	Status	Expiration date	First issuance c
Spokane General Business - Non-Resident				Active	Aug-31-2025	Aug-02-2021
Spokane Valley General Business - Non-Resident				Active	Aug-31-2025	Aug-31-2021

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

Governing people	Title
SPILKER, JON	

Registered Trade Names

Registered trade names	Status	First issued
SPILKER CONTRACTING	Active	Aug-02-2022



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Bid Response Summary

Bid Number PW ITB 6142-24
Bid Title Hoffman Well Station Roof Removal & Replacement - Masonry Reconstruction (Re-Bid)
Due Date Monday, June 24, 2024 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company Spilker Contracting
Submitted By jon@spilkercontracting.com jon@spilkercontracting.com - Thursday, June 20, 2024 11:08:15 PM [(UTC-08:00) Pacific Time (US & Canada)]
 jon@spilkercontracting.com

Comments

Question Responses

Group	Reference Number	Question	Response
PRE-BID MEETING - MANDATORY			
	MANDATORY PRE-BID MEETING	A mandatory pre-bid meeting will be held on Thursday, June 13th, 2024, at 10:00 am at the Hoffman Well Station, 2109 E Hoffman, Spokane, WA. If you are planning on attending this Mandatory Pre-Bid Conference RSVP to tprince@spokanecity.org by Wednesday, June 12 at 1:00 pm.	I acknowledge and I understand
GENERAL INFORMATION			
	CONTRACTOR'S REPRESENTATIONS	The Contractor by making its Bid represents that it has read and understands the specifications; and has visited the site and familiarized itself with the local conditions under which the Work is to be performed.	I acknowledge and agree
	AWARD OF CONTRACT	Award of contract, when made by the City, will be to the low responsive-responsible bidder based on cost. Unsuccessful Contractors will not automatically be notified of results.	I acknowledge and agree
	CONTRACT RENEWALS	Contract renewals or extensions may be initiated by the City of Spokane, subject to mutual agreement	I acknowledge and I agree
	EXECUTION OF CONTRACT	Within ten (10) days of contract award the Contractor shall sign and return to the City an executed copy of the contract unless otherwise mutually agreed by the City and Contractor.	I acknowledge and I agree
	GUARANTEE	The Contractor guarantees all work, labor and materials for one (1) year following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply to work which has been abused or neglected by the City.	I acknowledge and I agree
	PAYMENT	Payment will be made via direct deposit/ACH after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.	I acknowledge and agree
	REJECTION OF BIDS	The City reserves the right to reject any or all Bids, to waive minor deviations from the specifications, to waive minor informalities in the Bid process whenever it is in the City's best interest, and to accept or reject all or part of this Invitation to Bids, at the prices shown.	I acknowledge and agree

CONTRACTOR REGISTRATION	The Contractor shall be a Washington State registered or licensed Contractor at time of Bid submittal.	I acknowledge and agree
COMPLETION TIME	The bidder agrees to start the work under this contract within ten (10) days of the Notice to Proceed and to substantially complete the specified work within forty (40) days.	I acknowledge and I agree
LIQUIDATED DAMAGES	If the Work is not completed within the stated completion time, the Contractor agrees to pay to the City liquidated damages in the amount zero (0) for each and every calendar day the work remains uncompleted. Which is a reasonable forecast of the damages likely to occur if Works is unfinished by the completion date.	I acknowledge and agree
MISCELLANEOUS DOCUMENTATION UPLOAD	Upload any additional documentation here. You can only upload one document so if you have more than one page - combine them into one page before uploading.	
PUBLIC WORKS REQUIREMENTS		
1.	The work under this contract constitutes a public work under state law.	I acknowledge and agree
2.	Payment/performance bonds will be required.	I acknowledge and agree
PERFORMANCE BONDS	The Contractor shall furnish, at its sole expense, a performance and payment bond equal to one hundred percent (100%) of the contract price. The bond shall insure faithful and complete performance of the contract and payment of all obligations to laborers and material men arising from the Project. The bond shall be executed by a Surety company authorized to do business in Washington State, and shall remain in effect for one (1) year following final acceptance of the work. Unless approved by the City, the Surety's name shall appear on the United States Treasury Department's list of authorized Sureties - Circular 570. On contracts of \$150,000.00 or less, in lieu of a surety bond, at the request of the Contractor, the City may retain ten percent (10%) of the contract price for a minimum of forty five (45) days following final acceptance, or until receipt of all releases and settlement of liens, whichever is later, in accord with RCW 39.08010.	I acknowledge and agree
3.	Statutory retainage will be required	I acknowledge and I understand
RETAINAGE	Pursuant to chapter 60.28 RCW, the City will retain five percent (5%) (or ten percent (10%) at Contractor's request) from the monies earned by the Contractor. This Retainage shall be held as a trust fund for the protection and payment: (1) to the State of taxes and fees owed by the Contractor; and (2) of any person, mechanic, subcontractor or material man who performs labor or furnishes any supplies toward the Work. Release of Retainage will be made at a minimum of forty five (45) days following final acceptance of Work; provided the following conditions are met:	I acknowledge and I agree

RETAINAGE	<p>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.</p>	I acknowledge and I agree
4.	<p>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).</p>	I acknowledge and I understand
5.	<p>The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries: https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx. Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is June 24, 2024.</p>	I acknowledge and I understand
6.	<p>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.</p>	I acknowledge and I understand
7.	<p>The Contractor and any subcontractors will submit a <input type="checkbox"/>Statement of Intent to Pay Prevailing Wages<input type="checkbox"/> certified by the industrial statistician of the Department of Labor and Industries, prior to any work or payments. The <input type="checkbox"/>Statement of Intent to Pay Prevailing Wages<input type="checkbox"/> shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Prior to payment of funds held under RCW 39.12.040, the Contractor and subcontractors must submit an <input type="checkbox"/>Affidavit of Wages Paid<input type="checkbox"/> certified by the industrial statistician annually for all work completed within the previous twelve-month period of the unit priced contract (RCW 35.22.620).</p>	I acknowledge and I understand
8.	<p>The Contractor is responsible for payment of fees for the approval of "Statements of Intent to Pay Prevailing Wages" and "Affidavits of Wages Paid" and shall make all applications directly to L&I.</p>	I acknowledge and I understand
9.	<p>As of July 1, 2019 contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020</p>	I acknowledge and I understand
TECHNICAL REQUIREMENTS		

<p>SCOPE OF WORK</p>	<p>The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, permits, organization, and other items of work and cost necessary for the proper execution and completion of the Roof Remove & Replace at Hoffman Well Station as described in the scope of work below .</p> <p>Contractor is responsible for all required permits and permit drawing requirements related to all facets of this project and shall confirm and meet all current energy codes for this type of structure/project. Contractor shall be responsible for field verifying all dimensions and conditions prior to building. All products, materials, coatings and equipment shall be installed per individual manufacturers specifications to ensure warranties are maintained. Contractor shall remove and properly dispose of all construction waste and debris related to this project.</p>	<p>I acknowledge and I agree</p>
<p>SCOPE OF WORK - ROOF WORK</p>	<p>Contractor shall remove all existing build up, rolled roofing, insulation, and all base layers down to the concrete roof deck. Contractor shall provide repairs/patching to the concrete roof deck if deficiencies are found. Contractor shall install an access ladder on the internal west wall where accessible, to allow roof access through the new hatch. Ladder shall meet all required OSHA worker safety requirements. Contractor shall install one BILCO SS-50TB premanufactured roof access hatch (or approved equal) sized to fit with the existing steel roof framing, with a Bil-Guard 2.0 RL2- Safety Railing by BILCO (or approved equal or shop submittal) to be accessible by the new internally mounted access ladder. All work shall meet TPO membrane manufacturers requirements for issuing a 30- or 50-year product warranty to the owner when complete, dependent on the alternative selected. Contractor shall install all new 30 mil. slip resistant polyethylene underlayment, continuous R-38 insulation rigid insulation, Densdeck Prime exterior gypsum sheathing (or approved equal), parapet hardboard up to the flashing, galvanized or aluminum 0.028" thickness powder coated flashing/counter flashing, and TPO membrane to complete the project.</p> <p>Contractor shall replace all roof drain assemblies as needed and all roof drain baskets with new. Contractor shall repair existing 6" roof penetration from previous work, if necessary. Contractor shall test the roof for leaks and all roof drains to validate that they are watertight and or free flowing when project is complete. Contractor shall provide a unit cost/per each for the replacement of up to 30 masonry capstones. Replacements to match original material, size, shape, color, texture and finish. Contractor to provide sample capstone for approval prior to purchase of any final material. Contractor must match existing mortar strength and color.</p>	<p>I Acknowledge and I agree</p>

<p>SCOPE OF WORK - MECHANICAL WORK</p>	<p>Contractor shall specify, provide and install one variable speed rooftop exhaust fan with a minimum capacity of 3,000 cfm, at the highpoint of the roof in proximity to the access hatch, and shall replace two sets of existing non-functional louvers with barometrically actuated louvers to allow for outside air. Contractor shall be responsible for all concrete roof deck penetrations, electrical connections, conduit fittings, wiring, breakers, switches, etc. to complete all electrical work. Contractor shall provide and install all required equipment control wire and control wire conduit from new exhaust fan location / exhaust fan controller, and louver location / louver actuators to a point within 12" of the existing City of Spokane Water Department PLC (Programmable Logic Controller) and shall leave a 36" loop of control wire for each piece of equipment at the terminus. Contractor shall not be responsible for making the final wiring connections to the PLC.</p>	<p>I Acknowledge and I agree</p>
<p>SCOPE OF WORK - MASONRY WORK</p>	<p>Contractor shall remove and clean all loose cap stones on the top of the parapet, as well as all loose brick throughout the parapet wall on all sides of the building. All damaged capstones shall be replaced with like. All broken brick shall be replaced using similar/like brick to restore the masonry to the original state. Contractor shall remove grout and repoint masonry as needed where the joints have deteriorated. Contractor shall use the appropriate type of mortar for this application and type/age of brick. Contractor shall media/soda blast the exterior facade of the building and shall seal the masonry with a durable non-yellowing masonry sealant. Contractor shall develop and submit a safety plan and set up a safety barrier around the building where overhead work is in progress. Contractor shall provide the following submittals for signed approval prior to purchasing equipment or materials. 1. Rigid Insulation; 2. Exterior Gypsum Sheathing; 3. Flashing; 4. TPO Membrane; 5. Exhaust Fan; 6. Louvers; 7. Roof Hatch; 8. Access Ladder; 9. Masonry Sealant; 10. 30 Mil Underlayment; 11. Grout; 12 Replacement Bricks/Capstones. Contractor shall provide shop drawings of proposed equipment locations and penetrations including but not limited to access ladder, hatch, fan, data installations prior to beginning work. Contractor shall provide a PDF closeout package of all materials, coatings, equipment, manufacturer warranty documentation, workmanship warranties, etc.</p>	<p>I understand and I agree</p>
<p>a.</p>	<p>What is the delivery timeline for the materials/equipment needed for this project</p>	<p>45 days</p>

LANDSCAPING	<p>The Contractor shall bear sole responsibility for damage to completed portions of the project and to the project sites property caused by the contractor's operations during the construction of the project. Contractor shall restore all landscaping to its original condition as defined by the attached landscape drawings, pdf. Contractor shall be responsible for like for like plantings, irrigation, ground cover, etc. at the contractor's expense. The Contractor shall promptly repair all damage and shall be responsible for all costs related to labor, materials, equipment, debris disposal, irrigation equipment repairs, plant removal, replanting, and regrading related to any damages to the site landscaping by the contractor.</p>	I understand and I agree
ACTIVE WELL	<p>There is no work that is specifically planned. However, if city operations require work to be performed by themselves or by others, the Contractor shall not restrict the movement of Owner's authorized personnel and equipment in the performance of their work on the site. Coordinate and obtain approval from the Owner for any proposed blockages to the well's driveway, doors, access to the switchyard, or other areas of the site that would impede work on the well appurtenances. In the event the Owner requires other Contractors onsite to perform work, the Contractor will be required to cooperate with the other contractors performing work for the Owner, and to coordinate and arrange the sequence of their work to facilitate the progressive operations of the work already under Contract, or to be put under Contract. Cooperation and adjustments with other contractors engaged in work on the Site is essential to properly coordinate the construction efforts of all contractors.</p>	I acknowledge and I agree
GENERAL REQUIREMENTS		
INTENT OF SPECIFICATIONS	<p>The apparent silence or omission in the specifications as to any detail of the Work to be done or materials to be furnished means that the region's best general practice shall prevail, and that material and workmanship of the best quality shall be used. The specifications shall be interpreted on this basis.</p>	I acknowledge and agree
WASHINGTON STATE RETAIL SALES TAX	<p>A. GENERAL CONSTRUCTION. Retail sales tax, when applicable, will be paid as a separate item, and shall not be included in the Bid price. Sales tax shall be added on the amount due the Contractor and the Contractor shall be responsible for making payment to the State. The City reserves the right to claim an exemption authorized by law.</p>	I acknowledge and agree
WASHINGTON STATE RETAIL SALES TAX	<p>B. PUBLIC STREET IMPROVEMENTS. If the technical requirements in the specifications indicate that all or a portion of the Work is a "public street improvement" as defined by state law, the Contractor shall include all contractor-paid taxes, including use taxes on materials in its Bid price. The City will NOT pay retail sales tax as a separate item.</p>	I acknowledge and agree
PERMITS	<p>Contractor shall be responsible for all permits, signage, equipment, materials and labor, demolition, dust control, reinstallation of all fixtures as needed, and clean up to complete this work in accordance with industry standards governing this type of work.</p>	I acknowledge and agree

<p>GUARANTY</p>	<p>The Contractor guarantees all work, labor and materials for one (1) year following final acceptance of the Work. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the Work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply all Work, which has been abused or neglected by the City.</p>	<p>I acknowledge and agree</p>
<p>SUBCONTRACTORS</p>	<p>The Contractor shall not award any portion of the Work to any subcontractor without the City's prior approval. The Contractor shall be fully responsible to the City for the acts, errors and omissions of its subcontractors. No contractual relationship shall be created between any subcontractor and the City.</p>	<p>I acknowledge and agree</p>
<p>INSURANCE</p>	<p>During the term of the Contract, the Contractor shall maintain in force at its own expense, the below insurance coverage(s):</p>	<p>I acknowledge and agree</p>
<p>INSURANCE</p>	<p>a. Worker's Compensation Insurance in compliance with RCW 51.12.020 which requires subject employers to provide worker's compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.00.</p>	<p>I acknowledge and agree</p>
<p>INSURANCE</p>	<p>b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000.00 for bodily injury and property damage. It shall include premises and operations, independent contractors, products and completed operations, personal injury liability, and contractual liability coverage for the indemnity provided under the contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under the contract; i. Acceptable supplementary Umbrella insurance coverage, combined with the Contractor's General Liability Insurance policy must be a minimum of \$1,500,000.00 in order to meet the insurance coverages required under this Contract;</p>	<p>I acknowledge and agree</p>
<p>INSURANCE</p>	<p>c. Property Insurance if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies or the completed value of the improvement. Hazard or XCU (Explosion, Collapse, Underground) Insurance should be provided if any hazard exists; and</p>	<p>I acknowledge and agree</p>
<p>INSURANCE</p>	<p>d. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000.0 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.</p>	<p>I acknowledge and agree</p>
<p></p>	<p></p>	<p></p>

INSURANCE	There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) upon request by the City. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.	I acknowledge and agree
BID		
BIDDER'S DECLARATION	The Bidder submitting this bid certifies that it has examined the site, read and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations. The bidder is advised that by submitting this bid proposal it has acknowledged all bid requirements and certifications contained herein.	I acknowledge and I agree
BID PRICE IS COMPLETE	Bidder acknowledges that the bid price indicated on the Pricing Page includes ALL expenses with regard to this project. No other costs will be allowed over and above the bid price.	I acknowledge and I agree
CONTRACTOR RESPONSIBILITY	Washington State Contractor's Registration Number	SpilkCL808o3
CONTRACTOR RESPONSIBILITY	U.B.I. Number	604501999
CONTRACTOR RESPONSIBILITY	Washington Employment Security Department Number	0005197920000
CONTRACTOR RESPONSIBILITY	Washington Excise Tax Registration Number	852602535
CONTRACTOR RESPONSIBILITY	City of Spokane Business Registration Number	604501999001
ADDENDA	Bidder acknowledges receipt of ____ addenda and agrees that their requirements have been included in this bid proposal.	1
MISCELLANEOUS	The firm agrees that its Bid will NOT be withdrawn for a minimum of forty-five (45) calendar days after the stated submittal date.	I acknowledge and I agree
MISCELLANEOUS	For contracts up to \$150,000.00 including tax, the Contractor may request a 10 percent (10%) retainage in lieu of bond.	No
MISCELLANEOUS	If this project is less than \$150,000 - does contract request 10% retainage in lieu of bond?	No

MISCELLANEOUS	The bidder submitting this response 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 judgement 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.	I acknowledge and I agree
MISCELLANEOUS	Individual's Name, Company Name, Address, Email Address & Phone Number for individual/company submitting this bid response.	Spilker Contracting Jon pilker 9902 E. Peone Landing Ln Mead, WA 99021
MISCELLANEOUS	Name and Email Address for individual authorized to sign a contract.	Jon Spilker Jon@spilkercontracting.com
1	Please complete the Bid Proposal document in the 'Documents' tab and upload here.	Spilker Bid response.pdf
2	The bid shall be accompanied by a bid bond bound to the City of Spokane, in an amount of not less than five percent (5%) of the total bid amount. Bid bonds must be by a surety company authorized to do business as a surety in Washington State. If the bidder is awarded the contract and fails to enter into a construction contract and/or furnish payment/performance bond(s) and proof of insurance within the required time period, the bid security shall be forfeited to the City of Spokane. Please upload your bid bond here (blank form available under the 'Documents' tab).	PW ITB #6142-24 BID BOND.pdf
3	If subcontractors will be used, please download the 'Subcontractor List' document from the 'Documents' tab, complete, and upload the completed document here. If subcontractors will be used, failure to upload the completed list may result in a non-responsive determination to this request.	Spilker Subcontractor list.pdf
TERMS & CONDITIONS		
#1	Bidder accepts has read and acknowledges compliance with Terms and Conditions located in the Documents area of this project. If answer is "I do not acknowledge and I do not agree", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.	I acknowledge and I agree
#2	Describe exceptions to Terms & Conditions if you marked "I do not acknowledge and I do not agree" above.	

Pricing Responses

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment
BID								
	#1	Hoffman Well Station Roof Remove & Replace - Masonry Reconstruction	Base	ea	1.00	\$238,000.00	\$238,000.00	

#2	9% Sales Tax	Base ea	1.00	\$21,420.00	\$21,420.00
Total Base Bid	\$259,420.00				

BID PROPOSAL

To: Honorable Mayor
Members of the City Council
City of Spokane, Washington

PROJECT: HOFFMAN WELL STATION – Roof Removal & Replace – Masonry
Reconstruction (Re-Bid)

BIDDER'S DECLARATION.

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

BID OFFER.

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

BASE BID:	\$	<u>238,000⁰⁰</u>
SALES TAX (9%)	\$	<u>21,420⁰⁰</u>
TOTAL BASE PRICE:	\$:	<u>259,420⁰⁰</u>

ADDENDA.

The undersigned acknowledges receipt of addenda number(s) 1 and agrees that their requirements have been included in this bid proposal.

CONTRACT COMPLETION TIME.

The bidder agrees to start the work under this contract within ten (10) days of the Notice to Proceed and to substantially complete the specified work within **40 working days of the Notice To Proceed date.**

LIQUIDATED DAMAGES.

In the event the bidder is awarded the contract and fails to complete the work within the time limit or any agreed upon time extensions, liquidated damages shall be paid to the City of Spokane in the amount of ZERO DOLLARS (\$0.0) per working day until the work is satisfactorily completed.

BIDDER RESPONSIBILITY.

Washington State Contractor's Registration No. SP1LKCL80803
(must be in effect at time of bid submittal)

U.B.I. Number 604-501-999

Washington Employment Security Department Number 000-519792-60-0

Washington Excise Tax Registration Number 85-2602535

City of Spokane Business License Number 604501999-001
(The successful bidder and all subcontractors shall be licensed or have applied for a license to do business in the City of Spokane prior to proceeding with the proposed project.)

BID SECURITY.

A bid security in the amount of FIVE PERCENT (5%) of the total project bid as indicated above, is attached to this bid proposal. If the bidder is awarded the contract and fails to enter into a construction contract and/or furnish payment / performance bond(s) and proof of insurance within the required time period, the bid security shall be forfeited to the City of Spokane.

NON-COLLUSION.

The undersigned authorized representative of the undersigned firm, being first sworn on oath, certifies that the firm has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this bid proposal is submitted.

Name of Bidder: SPILKER CONTRACTING


Signature of Bidder's Authorized Representative

OWNER
Title

9902 E. PEONE LANDING LN.
Address MEAD, WA 99021

509-638-9357
Phone

IF INDIVIDUAL

Signed and Sworn To (or Affirmed) Before Me On _____
date

(Seal Or Stamp)

Signature of Notary Public

My appointment expires _____

IF PARTNERSHIP

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the partner(s) of the bidder, a partnership, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

BID BOND

We, _____ as Principal, and _____ as Surety, are held and firmly bound unto the CITY OF SPOKANE, a Washington State municipal corporation, in the penal sum of FIVE PERCENT (5%) OF THE TOTAL AMOUNT BID, for the payment of which we jointly and severally bind ourselves, and our legal representatives and successors.

THE CONDITIONS OF THE OBLIGATION are that if the City of Spokane shall make timely award to the Principal for the **HOFFMAN WELL STATION – Roof Remove & Replace – Masonry Reconstruction (Re-Bid)** according to the terms of the bid made by the Principal; and the Principal shall, within the specified time, enter into a contract with the City of Spokane and furnish bond(s) acceptable to the City, if required, then this obligation shall be null and void; otherwise it shall remain in full force and effect; but in no event will the surety's liability exceed this bond's face amount.

SIGNED AND SEALED on _____

AS PRINCIPAL

By: _____

Title: _____

A valid POWER OF ATTORNEY must accompany this bond.

_____ AS SURETY

By: _____
Attorney in Fact

SUBCONTRACTOR LIST

PROJECT NAME: HOFFMAN WELL STATION ROOF REMOVAL & REPLACEMENT

IMPORTANT: REFER TO SECTION 5.2.1 OF THE SUPPLEMENTAL CONDITIONS FOR INSTRUCTIONS ON COMPLETING THE SUBCONTRACTOR LIST (use additional pages if necessary):

CONTRACTOR/SUPPLIER LSR MOBILE BLASTING

TYPE OF WORK/BID ITEM EXTERIOR MASONRY SANDBLASTING & SEAL COAT

AMOUNT \$50,000

CONTRACTOR'S REGISTRATION NO. LSR MOMB830EP

CONTRACTOR/SUPPLIER TS ENTERPRISES

TYPE OF WORK/BID ITEM EXHAUST FAN

AMOUNT \$7,000

CONTRACTOR'S REGISTRATION NO. TSENTEL782CN

CONTRACTOR/SUPPLIER JLC CONSTRUCTION

TYPE OF WORK/BID ITEM ROOF

AMOUNT \$70,000

CONTRACTOR'S REGISTRATION NO. JLCOCL793J8

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

_____ NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 07/22/2024**Committee Agenda type:** Consent**Date Rec'd**

7/9/2024

Clerk's File #

OPR 2022-0870

Cross Ref #**Project #****Council Meeting Date:** 08/19/2024**Submitting Dept**

ACCOUNTING & GRANTS

Bid #**Contact Name/Phone**

MICHELLE 625-6320

Requisition #**Contact E-Mail**

MMURRAY@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

MCATHCART BWILKERSON ZZAPPONE

Agenda Item Name

5600 - INNOVIA CONTRACT AMENDMENT

Agenda Wording

This amendment will allow Innovia to program out their spending in accordance with the contracts they have entered into and reduce the administrative burden for both the City and Innovia by changing the frequency of their draw to quarterly.

Summary (Background)

The City of Spokane entered into a contract with the Innovia Foundation on September 22, 2022. This action is to adjust the contract terms to allow Innovia more flexibility in spending their funding and remove the annual amount restrictions for the funds and remove the language only allowing a 10% rollover of the unspent funds at the end of each said year. This amendment will also change the frequency of their draws from monthly to quarterly.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$ N/A

Current Year Cost \$ N/A

Subsequent Year(s) Cost \$ N/A

Narrative

Action to remove the restriction of annual spend down amounts and remove the language for carryover amounts to reduce the administrative burden for both the City and Innovia by changing the frequency of their draws to quarterly.

Amount**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	MURRAY, MICHELLE
<u>Division Director</u>	STRATTON, JESSICA
<u>Accounting Manager</u>	MURRAY, MICHELLE
<u>Legal</u>	HARRINGTON,
<u>For the Mayor</u>	JONES, GARRETT

Additional Approvals

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

Distribution List

Lauren Autrey lautrey@innovia.org	mmurray@spokanecity.org
mboston@spokanecity.org	cstanton@spokanecity.org
laga@spokanecity.org	Jeff Lenberger JLenberger@innovia.org

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	July 22, 2024
Submitting Department	Accounting & Grants
Contact Name	Michelle Murray
Contact Email & Phone	mmurray@spokanecity.org
Council Sponsor(s)	<u>CM Cathcart, CP Wilkerson, CM Zappone</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Innovia Contract Amendment
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The City of Spokane entered into a contract with the Innovia Foundation on September 22, 2022 with the terms of compensation set forth in the with allowable budget for each fiscal year. This action is to adjust the contract terms to allow Innovia more flexibility in spending their funding and remove the annual amount restrictions for the funds and remove the language only allowing a 10% rollover of the unspent funds at the end of each said year. This amendment will also change the frequency of their draws from monthly to quarterly.</p> <p>This amendment will allow Innovia to program out their spending in accordance with the contracts they have entered into and reduce the administrative burden for both the City and Innovia by changing the frequency of their draw to quarterly.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: <u>n/a</u></p> <p> Current year cost: n/a</p> <p> Subsequent year(s) cost: n/a</p> <p>Narrative: <u>Action to remove the restriction of annual spend down amounts and remove the language for carryover amounts to reduce the administrative burden for both the City and Innovia by changing the frequency of their draws to quarterly.</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: Grant</p> <p>Is this funding source sustainable for future years, months, etc? Not applicable as this is a change in terms.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p> <p>Increases unallocated ARPA funding</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? This does not affect historically excluded communities.	

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Data will not be collected

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

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? This aligns with the objective to allow Innovia to program funds in accordance with contracts they have entered into flexibility to follow the period of performance on said contracts.



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

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

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

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

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

1. CONTRACT DOCUMENTS.

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

2. EFFECTIVE DATE.

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

3. AMENDMENT.

The original Agreement is hereby amended as follows:

Section 3:

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

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

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

Section 4:

~~Grantee will submit monthly reimbursement requests to the City by detailing the expenditures for which reimbursement is sought.~~

Grantee will submit quarterly (due by the last day of the month following the end of the quarter) reimbursement requests to the City by detailing the expenditures for which reimbursement is sought.

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

INNOVIA FOUNDATION

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

22-233



< Business Lookup

License Information:

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

Entity name: INNOVIA FOUNDATION

Business name: FOUNDATION NORTHWEST

Entity type: Nonprofit Corporation

UBI #: 601-141-467

Business ID: 001

Location ID: 0001

Location: Active

Location address: 818 W RIVERSIDE AVE
STE 650
SPOKANE WA 99201-0909

Mailing address: 818 W RIVERSIDE AVE
STE 650
SPOKANE WA 99201-0909

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 Nonprofit Business				Active	Aug-31-2024	Oct-27-2014
Spokane Valley Nonprofit Business				Active	Aug-31-2024	Oct-07-2020

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

Governing people	Title
HANCOCK, HELO	



Governing people**Title**

HILL, MARGO

HUTSELL, SCOTT

LAFFERTY, TYLER

LARSON, ROBERT

MANNING, KIMBERLY

MORALES, MARCELO

NIPP, RYAN

PHILIPPS, JEFF

RASMUSSEN, RICK

VIGIL, JENNIFER

WRIGHT, PATRICIA

Registered Trade Names**Registered trade names****Status****First issued**

INNOVIA FOUNDATION

Active

Jun-04-2018

The Business Lookup information is updated nightly. Search date and time: 6/3/2024 1:35:36 PM

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Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 07/22/2024

Committee Agenda type: Consent

Date Rec'd

7/8/2024

Clerk's File #

OPR 2023-0076

Cross Ref #

Project #

Council Meeting Date: 08/19/2024

Submitting Dept

ACCOUNTING & GRANTS

Bid #

Contact Name/Phone

MICHELLE 625-6320

Requisition #

Contact E-Mail

MMURRAY@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

MCATHCART BWILKERSON ZZAPPONE

Agenda Item Name

5600 - NUMERICA CREDIT UNION CONTRACT AMENDMENT

Agenda Wording

This is a no cost amendment to amend the budget line items to reduce indirect costs by \$126,135.01, supplies by \$10,000 and increase the amount of direct award assistance by \$136,135.01 to assist more families.

Summary (Background)

The City of Spokane entered into a contract with Numerica Credit Union OPR 2023-0076 to administer a down payment assistance program. This is a no cost amendment to amend the budget line items to reduce indirect costs by \$126,135.01, supplies by \$10,000 and increase the amount of direct award assistance by \$136,135.01 to assist more families.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$ N/A

Current Year Cost \$ N/A

Subsequent Year(s) Cost \$ N/A

Narrative

Action to reduce indirect costs by \$ 126,135.01 and supplies by \$10,000 and increase direct client assistance by \$136,135.01.

Amount

Budget Account

Select \$

#

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	MURRAY, MICHELLE
<u>Division Director</u>	STRATTON, JESSICA
<u>Accounting Manager</u>	MURRAY, MICHELLE
<u>Legal</u>	HARRINGTON,
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

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

Distribution List

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laga@spokanecity.org	Lars Gilberts lgilberts@numericacu.com

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	July 22, 2024
Submitting Department	Accounting & Grants
Contact Name	Michelle Murray
Contact Email & Phone	mmurray@spokanecity.org
Council Sponsor(s)	<u>CM Cathcart, CP Wilkerson, CM Zappone</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Numerica Credit Union Contract Amendment
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>The City of Spokane entered into a contract with Numerica Credit Union OPR 2023-0076 to administer a down payment assistance program.</p> <p>*use the Fiscal Impact box below for relevant financial information</p> <p>This is a no cost amendment to amend the budget line items to reduce indirect costs by \$126,135.01, supplies by \$10,000 and increase the amount of direct award assistance by \$136,135.01 to assist more families.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: <u>n/a</u></p> <p> Current year cost: n/a</p> <p> Subsequent year(s) cost: n/a</p> <p>Narrative: <u>Action to reduce indirect costs by \$ 126,135.01 and supplies by \$10,000 and increase direct client assistance by \$136,135.01.</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: Grant</p> <p>Is this funding source sustainable for future years, months, etc? Not applicable this is a no cost amendment.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p> <p>Increases unallocated ARPA funding</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? This does not affect historically excluded communities.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Data will not be collected.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Data will not be collected.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? This aligns with the objective to assist more families with down payment assistance.	



City of Spokane

NO COST CONTRACT AMENDMENT

Title: ARPA DOWNPAYMENT ASSISTANCE GRANT

THIS CONTRACT AMENDMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as ("City"), and NUMERICA CREDIT UNION, whose address is 14610 East Sprague Avenue, Spokane Valley, WA 99216, as ("Grantee"). Individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Grantee agreed to PROVIDE ADMINISTRATION AND DISTRIBUTION OF ARPA GRANT DOLLARS TO FIRST TIME HOMEBUYERS WITH A FAMILY INCOME BELOW 200% AMI; and

WHEREAS, the City and the Grantee have requested an adjustment in budget distribution;

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

1. **DOCUMENTS.** The original Contract dated March 23 and 24, 2023, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.
2. **EFFECTIVE DATE.** This Contract Amendment shall become effective **July 1, 2024**.
3. **AMENDMENT.** Section No. 3: Budget of the contract documents is amended as follows:

Section No. 3: Budget Original

Administration	
Admin	0
Indirect Costs	150,000.00
Subtotal	150,000.00
Project Operations	
Salaries and Benefits	90,000.00
Supplies	10,000.00
Equipment	\$0.00
Direct Client Assistance	1,250,000.00
Other - Describe in Narrative	\$0.00

Subtotal	1,350,000.00
Total	1,500,000.00

EXPENSE Categories:	Grant Budget	Total Previously Requested	Grant Balance	Budget Modification	Proposed Modified Grant Budget
Indirect Costs	\$150,000.00	\$23,864.99	\$126,135.01	(\$126,135.01)	\$23,864.99
Salaries & Benefits	\$90,000.00	\$71,197.77	\$18,802.23	\$ -	\$90,000.00
Supplies	\$10,000.00	\$ -	\$10,000.00	(\$10,000.00)	\$ -
Direct Client Assistance	\$1,250,000.00	\$921,600.00	\$328,400.00	\$136,135.01	\$1,386,135.01

Section No. 3: Budget Amended

Administration	
Admin	0
Indirect Costs	23,864.99
Subtotal	23,864.99
Project Operations	
Salaries and Benefits	90,000.00
Supplies	0
Equipment	\$0.00
Direct Client Assistance	1,386,135.01
Other - Describe in Narrative	\$0.00
Subtotal	1,476,135.01
Total	1,500,000.00

4. COMPENSATION. The City shall pay no additional compensation for everything furnished and done under this Contract Amendment, thus this is considered a “no-cost” Contract Amendment.

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

ATTEST:	APPROVED AS TO FORM:
_____	_____
City Clerk	Assistant City Attorney

Attachments that are part of this Contract Amendment:

None



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/30/2023

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 Alliant Insurance Services, Inc. 818 W Riverside Ave Ste 800 Spokane, WA 99201	<div style="font-size: 2em; font-weight: bold;">RECEIVED</div> <div style="font-size: 1.5em; font-weight: bold;">NOV 02 2023</div>	CONTACT NAME: Brenda Hatch, CIC PHONE (A/C, No, Ext): (509) 343-9287 E-MAIL ADDRESS: Brenda.Hatch@alliant.com	FAX (A/C, No): (509) 325-1803
		INSURER(S) AFFORDING COVERAGE	
INSURED Numerica Credit Union 14610 Sprague Avenue Spokane, WA 99216	CITY CLERK'S OFFICE	INSURER A: Great Northern Insurance Company	20303
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	


COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Owner's & Contractor GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			36083934	10/31/2023	10/31/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ Included
								\$
A	<input checked="" type="checkbox"/> 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			73636851	10/31/2023	10/31/2024	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"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (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	\$

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

The City of Spokane, WA, its agents, officers and employees are Additional Insureds with respect to the General Liability as required by written contract

CERTIFICATE HOLDER City of Spokane, WA 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 
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< Business Lookup

License Information:

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

Entity name: NUMERICA CREDIT UNION

Business name: NUMERICA CREDIT UNION

Entity type: Nonprofit Corporation

UBI #: 601-133-724

Business ID: 001

Location ID: 0021

Location: Active

Location address: 4911 S REGAL ST STE D
SPOKANE WA 99223-7633

Mailing address: PO BOX 4000
SPOKANE VALLEY WA 99037-4000

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

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

Endorsements

Endorsements held at this loca	License #	Count	Details	Status	Expiration date	First issuance c
Spokane General Business				Active	Dec-31-2024	Sep-16-2015

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

Governing people	Title
NUMERICA CREDIT UNION	President

Registered Trade Names

Registered trade names	Status	First issued
NUMERICA CREDIT UNION	Active	Nov-12-2021
NUMERICA FINANCIAL SERVICES	Active	Jun-21-2024
NUMERICA MEMBER SERVICES DBA ACCOUNTS	Active	Nov-15-2021

Registered trade names

Status

First issued

CONTROL CONSULTANTS

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 7/8/2024 7:35:28 AM

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Committee Agenda Sheet

Finance and Administration Committee

Submitting Department	Legal
Contact Name & Phone	Mike Piccolo
Contact Email	mpiccolo@spokanecity.org ; 625-6237
Council Sponsor(s)	<u>CM Cathcart, CP Wilkerson, CM Zappone</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Special Counsel Contract Amendment
Summary (Background)	<p>Contract Amendment for Summit Law Group as outside legal counsel assisting the City in Labor Negotiations and Human Resource advice.</p> <p>The City had collective bargaining in 2024 with Local 29 and SAFO as well as four matters moving to arbitration. These matters will be handled in part by Legal and HR staff but also with the assistance of Summit Law Group.</p> <p>This amendment will increase the contract by \$100,000 for a total contract amount of \$300,000.00.</p>
Proposed Council Action & Date:	Committee on July 22, 2024, Legislative Agenda on August 19, 2024
Fiscal Impact: Total Cost: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts What impacts would the proposal have on historically excluded communities? N/A	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? N/A	



City of Spokane
CONTRACT AMENDMENT
OUTSIDE COUNSEL

THIS CONTRACT AMENDMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), **SUMMIT LAW GROUP**, whose address is 315 Fifth Avenue South, Suite 1000, Seattle, Washington 98104, as ("Firm"), individually a "party", and together referenced as the "parties".

WHEREAS, the parties entered into a Contract wherein the Firm agreed to act as Outside Counsel providing Labor Negotiation Services and Advice to the City, and

WHEREAS, additional funds are necessary, thus the original Contract needs to be formally Amended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract dated June 19, 2022 and June 27, 2022, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

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

4. COMPENSATION.

The City shall pay an additional amount not to exceed **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)**, for everything furnished and done under this Contract Amendment. The total amount under the original contract, all previous amendments and this Amendment is **THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00)**.

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

SUMMIT LAW GROUP

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Continuation of Wording, Summary, and Distribution

Agenda Item Name: 5300 – 5-YEAR LEASE OF MAIL AND INSERTER MACHINES, AND

Agenda Wording (548 character max)

The total lease amount for five (5) years will be \$236,987.40 plus applicable tax.

Summary (Background) (158 character max)

Additional Fiscal Impact Lines:

Expense	38,352.17	5300-73700-18880-54501	2026 budget
Expense	5,868.56	5300-73700-18850-54804	2026 budget
Expense	7,442.52	5300-73700-18850-54820	2026 budget
Expense	38,352.17	5300-73700-18880-54501	2027 budget
Expense	5,868.56	5300-73700-18850-54804	2027 budget
Expense	7,442.52	5300-73700-18850-54820	2027 budget
Expense	38,352.17	5300-73700-18880-54501	2028 budget
Expense	5,868.56	5300-73700-18850-54804	2028 budget
Expense	7,442.52	5300-73700-18850-54820	2028 budget
Expense	25,568.11	5300-73700-18880-54501	2029 budget
Expense	3,912.37	5300-73700-18850-54804	2029 budget

Fiscal Impact

Budget Account

Expn \$5,868.56 #5300-73700-18850-54804 2025 bu

Expn \$7,442.52 #5300-73700-18850-54820 2025 bu

Distribution List

Save

Cancel



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 07/22/2024

Committee Agenda type: Consent

Date Rec'd 7/10/2024

Clerk's File #

Cross Ref #

Project #

Council Meeting Date: 08/12/2024

Submitting Dept INFORMATION TECHNOLOGY

Bid #

Contact Name/Phone MICHAEL 625-6468

Requisition # CR 26480

Contact E-Mail MSLOON@SPOKANECITY.ORG

Agenda Item Type Contract Item

Council Sponsor(s) MCATHCART BWILKERSON ZZAPPONE

Agenda Item Name 5300 – 5-YEAR LEASE OF MAIL AND INSERTER MACHINES, AND ASSOC.

Agenda Wording

Quadient Leasing USA, Inc. (Milford, CT) was selected for lease of Mail and Inserter Machines, and assoc. softwares for the Mail Center. Total lease term is September 24, 2024, through September 23, 2029.

Summary (Background)

This equipment and software is utilized for processing, inserting, and mailing approx 80000 utility bills each month. The mailing software cleans addresses and sorts mail pieces into mailings that meet the USPS mailing requirements. The inserter machine feeds mail pieces into the machine, folds the pages, adds any inserts or return envelopes, and inserts all pieces into an envelope. The mailing machine then adds postage to all mail pieces sent out by different city departments.

Lease? YES Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 236,987.40 for five years plus applicable tax

Current Year Cost \$ 51,663.25 including tax

Subsequent Year(s) Cost \$

Narrative

The existing mailing and inserter machine lease for the Mail Center is expiring. This new lease with Quadient Leasing USA, replaces that expiring lease.

Amount

Budget Account

Expense \$ 12,784.06 # 5300-73700-18880-54501 2024 budget

Expense \$ 1,956.19 # 5300-73700-18850-54804 2024 budget

Expense \$ 2,480.84 # 5300-73700-18850-54820 2024 budget

Expense \$ 38,352.17 # 5300-73700-18880-54501 2025 budget

Expense \$ 5,868.56 # 5300-73700-18850-54804 2025 budget

Expense \$ 7,442.52 # 5300-73700-18850-54820 2025 budget



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

The total lease amount for five (5) years will be \$236,987.40 plus applicable tax.

Summary (Background)

Additional Fiscal Impact Lines: Expense 38,352.17 5300-73700-18880-54501 2026 budget Expense 5,868.56 5300-73700-18850-54804 2026 budget Expense 7,442.52 5300-73700-18850-54820 2026 budget Expense 38,352.17 5300-73700-18880-54501 2027 budget Expense 5,868.56 5300-73700-18850-54804 2027 budget Expense 7,442.52 5300-73700-18850-54820 2027 budget Expense 38,352.17 5300-73700-18880-54501 2028 budget Expense 5,868.56 5300-73700-18850-54804 2028 budget Expense 7,442.52 5300-73700-18850-54820 2028 budget Expense 25,568.11 5300-73700-18880-54501 2029 budget Expense 3,912.37 5300-73700-18850-54804 2029 budget Expense 4,961.68 5300-73700-18850-54820 2029 budget

Approvals

<u>Dept Head</u>	MARTINEZ, LAZ
<u>Division Director</u>	SLOON, MICHAEL
<u>Accounting Manager</u>	BUSTOS, KIM
<u>Legal</u>	SZAMBELAN, TIMOTHY
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>PURCHASING</u>	NECHANICKY, JASON
<u>ACCOUNTING -</u>	BAIRD, CHRISTI

Distribution List

John Tartaro – j.tartaro@quadiant.com	Accounting - ywang@spokanecity.org
Contract Accounting - ddaniels@spokanecity.org	Legal - mharrington@spokanecity.org
Purchasing - cwahl@spokanecity.org	IT - itadmin@spokanecity.org
Tax & Licenses	

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	July 22, 2024
Submitting Department	IT
Contact Name	Mike Sloon
Contact Email & Phone	msloon@spokanecity.org , 509-625-6468
Council Sponsor(s)	<u>CM Cathcart, CP Wilkerson, CM Zappone</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	5300 – 5-year Lease of Mail and Inserter Machines, and assoc. softwares for the Mail Center
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>Quadient Leasing USA, Inc. (Milford, CT) was selected for lease of Mail and Inserter Machines, and assoc. softwares for the Mail Center.</p> <p>This equipment and software is utilized for processing, inserting, and mailing approximately 80000 utility bills each month. The mailing software cleans addresses and sorts mail pieces into mailings that meet the United States Postal Services mailing requirements. The inserter machine feeds mail pieces into the machine, folds the pages, adds any inserts or return envelopes, and inserts all pieces into an envelope. The mailing machine then adds postage to all mail pieces sent out by different city departments.</p> <p>While the primary use is for utility bills, this software and equipment are also used for a variety of other departmental mailings throughout the city. The Mail Center uses the software to create mailings for other departments, such as Engineering, the City Clerk’s Office, Parks, and Hillyard Senior Center. The Mail Center inserts and mails letters, checks, and other documents for DSC, Water, Accounting, and Treasury. Not including utility bills, the mail machine is used to add postage to roughly 500 mail pieces each business day. This lease is for five (5) years. Lease payment includes, as applicable, reduced price equipment maintenance to reflect first year free, meter rental, meter resets, postal rate changes, software license/support/subscription fees, delivery, installation, and operator training. Total lease term is September 24, 2024, through September 23, 2029.</p> <p>The first-year lease amount is \$47,397.48 plus tax and will be billed quarterly.</p> <p>5300-73700-18880-54501 = \$35,185.48 plus tax = \$38,352.17 5300-73700-18850-54804 = \$ 5,384.00 plus tax = \$ 5,868.56 5300-73700-18850-54820 = <u>\$ 6,828.00 plus tax = \$ 7,442.52</u> \$47,397.48 plus tax = \$51,663.25</p> <p>Current expiring lease yearly amount is \$49,734.40.</p> <p>The total lease amount for five (5) years will be \$236,987.40 plus applicable tax.</p>

Fiscal Impact

Approved in current year budget? Yes No N/A

Total Cost: \$236,987.40 for five years plus applicable tax.

Current year cost: \$51,663.25 including tax

Subsequent year(s) cost:

Narrative: The existing mailing and inserter machine lease for the Mail Center is expiring. This new lease with Quadient Leasing USA, replaces that expiring lease. The City is utilizing NASPO/ValuePoint Contract #: CTR058809 and/or State Participating Addendum (PA) #: 15622-02 (WA) to obtain the best pricing.

Funding Source One-time Recurring N/A

Specify funding source: Select Funding Source*

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

Expense Occurrence One-time Recurring N/A

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

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

What impacts would the proposal have on historically excluded communities?

Not applicable

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?

This service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service by providing a stable and current mailing center infrastructure.



City of Spokane
CONTRACT
**LEASE OF MAIL AND INSERTER
MACHINES, AND ASSOCIATED SOFTWARE**

THIS CONTRACT is between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **QUADIENT LEASING USA, INC.**, whose address is 478 Wheelers Farms Road, Milford CT 06461, payment address is Quadient Leasing USA, Inc., Dept 3682, PO Box 123682, Dallas TX 75312-3682, as (“Company”), individually hereafter referenced as a “party”, and together as the “parties”.

The parties agree as follows:

1. **PERFORMANCE.** The Company will Lease a Mail and Inserter Machines and associated software and provide Service, Parts and Labor and pick up of the equipment at the end of the lease, in accordance with the Purchase Order - Lease, attached as Exhibit B. Company was selected through Utilizing NASPO/ValuePoint Contract #: CTR058809 and/or State Participating Addendum (PA) #: 15622-02 (WA). In the event of a discrepancy between the documents this City Contract controls.
2. **CONTRACT TERMS.** The Contract shall begin September 24, 2024, and run through September 23, 2029, unless amended by written agreement or terminated earlier under the provisions.
3. **COMPENSATION.** Total compensation under this Contract shall not exceed **TWO HUNDRED THIRTY-SIX THOUSAND NINE HUNDRED EIGHTY-SEVEN AND 40/100 DOLLARS (\$236,987.40)**, plus applicable sales tax; billed quarterly, for everything furnished and done under this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 1 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.
4. **PAYMENT.** The Company shall send its application for payment to Information Technology, Administration Office, Seventh Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company’s application except as provided by state law.
5. **COMPLIANCE WITH LAWS.** Each party shall comply with all applicable federal, state, and local laws and regulations.
6. **ASSIGNMENTS.** This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.

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

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

9. TERMINATION. Either party may terminate this Contract by thirty (30) days' written notice to the other party. In the event of such termination, the City shall pay the Company for all work previously authorized and performed prior to the termination date. Termination is pursuant to NASPO contract - Equipment lease agreement terms and conditions included in the Master agreement and attached herein have been approved for use by the Participating State. The termination or expiration of the Master Agreement or this PA shall in no way relieve any individual entity from its obligations to any product leases or postage meter rental agreements that were entered prior to the date of any such termination.

10. INSURANCE. During the term of the Agreement, the Company shall maintain in force at its own expense, the following insurance coverages:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers; and
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Company's services to be provided under this contract;
 - i. Acceptable supplementary Umbrella insurance coverage, combined with the Company's General Liability insurance policy must be a *minimum* of \$1,000,000, in order to meet the insurance coverages required under this Contract;
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. **The certificate shall specify the City of Spokane as "Additional Insured"** specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. INDEMNIFICATION. The Company shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the

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

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

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

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

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

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

17. AUDIT / RECORDS. The Company and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Company and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.

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

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

QUADIENT LEASING USA, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:
Exhibit A – Certificate Regarding Debarment
Exhibit B – Purchase Order - Lease

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

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

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

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

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

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

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

<hr 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

Customer

Organization	CITY OF SPOKANE		
DBA			
Address	808 W SPOKANE FALLS BLVD		
City State Zip	SPOKANE	WA	99201
Phone	(509) 625-6477	Fax	

Purchase Order - Lease

NASPO/ValuePoint Contract #: CTR058809
 and / or
 State Participating Addendum (PA) #:
 15622-02 (WA)

Vendor

Company Name	Quadient Leasing USA Inc.	FEDERAL ID# 94-2984524
Attention	Government Sales	DUNS# 150836872
Address	478 Wheelers Farms Rd	
City State Zip	Milford	CT 06461
Phone	(866) 448-0045	Fax (203) 301-2600

Ship To

Organization	CITY OF SPOKANE		
Attention	T.C. BRENDEN		
Address	808 W SPOKANE FALLS BLVD		
City State Zip	SPOKANE	WA	99201
Phone	(509) 625-6477	Email	tbrenden@spokanecity.org

P.O. Number	P.O. Date	Requisitioner	Shipped Via	F.O.B. Point	Terms
			Ground	Destination	Quarterly Invoicing
QTY	Unit	Description	Unit Price	Total	
60	Months	Lease Payment	\$3,949.79	\$236,987.40	

Lease payment specified above for products listed below includes, as applicable, reduced price equipment maintenance to reflect first year free, meter rental, meter resets, postal rate changes, software license/support/subscription fees, delivery, installation, and operator training.

Products

QTY	Product ID	Description
1	IDA-PS	NORAM IDA Professional Services
1	50001-COR-PROLM	Automate Pro License (5M clicks/pages per year)
1	DS180I3ST	3 Station Tower, Accumulate & Divert, Conveyor, Furniture and AIMS On Board
4	USAOMS-100K-NCOARE	Automate plug-in NCOA - RENEWAL (1.2M credits/year)
4	USAOMS-100K-RE	Automate plug-in - RENEWAL (60-100K mailpieces/month)
2	DS18DBREFURN	Double BRE Insert Feeder with Furniture
1	IX7ERR	iX-7 Series Base e-RR Feature & Activation Kit w/bc scanner. Inc e-RR SW & Rate File w/200 eDel/Sig C
1	IXPWRSTACKER	Conveyor Stacker & Adaptor (IX7 & IX7PRO ONLY)
1	DS180ICISFDB	Tower Folder CIS Face Down Bottom Position
1	DS180IMULTLIC	Tower Folder Multi Read License
1	USAOMS-100K-NCOA	Automate plug-in NCOA (1.2M credits/year)
1	IXDS7	Dynamic Weighing Platform for IX Series 7/7PRO Bases
1	50001MC0	Mail Connector - Connects to AIMS - BCC
1	USAOMS-100K	Automate plug-in (60-100K mailpieces/month)
1	SMARTIX7WP70	iX-7; 10lb WP + 70lb Ship Scale w/Display; All-in-One PC; Zebra Label Printer; SMART Mail Center SW w
1	SMARTCOMPSTAND	S.M.A.R.T. Computer Stand for All-In-One PC, Full Wireless Keyboard & Mouse
1	SMART-REM-CONFIG	S.M.A.R.T. Remote Configuration Training

1) Order is governed under the terms and conditions of the NASPO/ValuePoint Master Price Agreement Contract Number CTR058809. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.

2) Payments will be sent to:
 Quadient Leasing USA, Inc.
 Dept 3682
 PO Box 123682
 Dallas TX 75312-3682

3) Send all correspondence to:
 Quadient Leasing USA, Inc.
 478 Wheelers Farms Rd
 Milford CT 06461
 Phone: 203-301-3400
 Fax: 203-301-2600

_____	_____
Authorized by	Date
_____	_____
Print Name	Title



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED Quadiant, Inc. 478 Wheelers Farms Rd Milford, CT 06461	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

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

Waiver of Subrogation applies under the General Liability per attached policy form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you are required in a written contract or written agreement to include as an additional insured provided the "Bodily Injury" or "Property Damage" occurs subsequent to the execution of the written contact or written agreement.

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

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

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

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization that you are required in a written contract or written agreement to include as an additional insured provided the "Bodily Injury" or "Property Damage" occurs subsequent to the execution of the written contact or written agreement.	As required by a written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

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

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

ENDORSEMENT # 004

This endorsement, effective 12:01 a.m., April 01, 2024 forms a part of Policy No. US00108254LI24A issued to Quadient, Inc. by XL Insurance America, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY INSURANCE CLAUSE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART

It is agreed that to the extent that insurance is afforded to any Additional Insured under this policy, this insurance shall apply as primary and not contributing with any insurance carried by such Additional Insured, as required by written contract.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

<p>Name Of Person(s) Or Organization(s): Any person or organization that your are required in a written contract or written agreement to waive any right of recovery we may have against the person or organization, provided the "Bodily Injury" or "Property Damage" occurs subsequent to the execution of the written contract or written agreement.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/8/2024

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 Acrisure Partners West Coast Insurance Services, LLC 1950 W. Corporate Way #1 Anaheim CA 92801 License#: 6009644 NEOPUSA-01	CONTACT NAME: Certificate Department PHONE (A/C, No, Ext): 925-686-2860 FAX (A/C, No): 925-686-6118 E-MAIL ADDRESS: Certificates@pdins.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Liberty Mutual Fire Insurance Company</td> <td>23035</td> </tr> <tr> <td>INSURER B : Travelers Property Casualty Company of America</td> <td>25674</td> </tr> <tr> <td>INSURER C : LM Insurance Corporation</td> <td>33600</td> </tr> <tr> <td>INSURER D : Travelers Casualty and Surety Company of America</td> <td>31194</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Liberty Mutual Fire Insurance Company	23035	INSURER B : Travelers Property Casualty Company of America	25674	INSURER C : LM Insurance Corporation	33600	INSURER D : Travelers Casualty and Surety Company of America	31194	INSURER E :		INSURER F :
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INSURER E :														
INSURER F :														

COVERAGES **CERTIFICATE NUMBER:** 1334034657 **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.

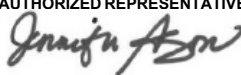
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			AS2661066867034	2/1/2024	2/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll Ded: \$25,000
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			EX7X448510	2/1/2024	2/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WA566D066867024	2/1/2024	2/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Crime / Fidelity			105559991	2/1/2024	2/1/2025	Aggregate Deductible 1,000,000 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 As required by written contract, the following endorsements apply to the Certificate Holder and/or any other entity, named in this section: Auto Liability Additional Insured CA2048 10-13, Auto Liability Waiver of Subrogation CA0444 10-13, Auto Liability Primary Wording CA 04 49 11 16 & CA0001 10-13; Workers' Compensation Waiver of Subrogation WC000313 04-84

Errors & Omissions/Cyber - Landmark American Insurance Co. - LCY845247 - Limit per claim/occurrence/Agg: \$5,000,000 - Retention \$50,000
 Eff: 2/1/2024 - 2/1/2025

Errors & Omissions/Cyber - Excess - \$5M Excess of \$5M - Steadfast Insurance Company - EOC251041802 - Limit Occurrence: \$5,000,000
 See Attached...

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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ADDITIONAL REMARKS SCHEDULE

AGENCY Acrisure Partners West Coast Insurance Services, LLC		NAMED INSURED Quadient, Inc. 478 Wheelers Farms Road Milford CT 06461	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE	(Empty)	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Eff: 2/1/2024 – 2/1/2025
 City of Spokane, its officers and employees

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.

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 the 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.

SCHEDULE

Name Of Person(s) Or Organization(s):

Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.

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

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.

BUSINESS AUTO COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject To No-fault	Only those "autos" you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have no-fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Non-owned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households but only while used in your business or your personal affairs.

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19	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.
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B. Owned Autos You Acquire After The Policy Begins

1. If Symbols **1, 2, 3, 4, 5, 6** or **19** are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol **7** is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Covered Autos Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Covered Autos Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. "Loss"; or
 - e. Destruction.

SECTION II – COVERED AUTOS LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "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".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Covered Autos Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (1) The owner or anyone else from whom you hire or borrow a covered "auto".

This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

- (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
 - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
 - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company) or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
 - (5) A partner (if you are a partnership) or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.
- c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. Coverage Extensions

a. Supplementary Payments

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to

pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

b. Out-of-state Coverage Extensions

While a covered "auto" is away from the state where it is licensed, we will:

- (1) Increase the Limit of Insurance for Covered Autos Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

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

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits

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or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
 - (1) Employment by the "insured"; or
 - (2) Performing the duties related to the conduct of the "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

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

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph a. above.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. Operations

"Bodily injury" or "property damage" arising out of the operation of:

- a. Any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment"; or
- b. Machinery or equipment that is on, attached to or part of a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph a. or b. above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed;
- (2) When all of the work to be done at the site has been completed if your

contract calls for work at more than one site; or

- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollution

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

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

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

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

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

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

12. War

"Bodily injury" or "property damage" arising directly or indirectly out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations.

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All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

SECTION III – PHYSICAL DAMAGE COVERAGE

A. Coverage

1. We will pay for "loss" to a covered "auto" or its equipment under:

a. Comprehensive Coverage

From any cause except:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

b. Specified Causes Of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

c. Collision Coverage

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

2. Towing

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$20 per day, to a maximum of \$600, for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicates that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicates that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicates that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or

event that contributes concurrently or in any sequence to the "loss".

a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War Or Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunt activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.

3. We will not pay for "loss" due and confined to:

- a. Wear and tear, freezing, mechanical or electrical breakdown.
- b. Blowouts, punctures or other road damage to tires.

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

4. We will not pay for "loss" to any of the following:

- a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
- b. Any device designed or used to detect speed-measuring equipment, such as radar or laser detectors, and any jamming apparatus intended to elude or disrupt speed-measuring equipment.
- c. Any electronic equipment, without regard to whether this equipment is permanently

installed, that reproduces, receives or transmits audio, visual or data signals.

d. Any accessories used with the electronic equipment described in Paragraph c. above.

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

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

6. We will not pay for "loss" to a covered "auto" due to "diminution in value".

C. Limits Of Insurance

1. The most we will pay for:

a. "Loss" to any one covered "auto" is the lesser of:

- (1) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
- (2) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

b. All electronic equipment that reproduces, receives or transmits audio, visual or data signals in any one "loss" is \$1,000, if, at the time of "loss", such electronic equipment is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph b.(1) above; or
- (3) An integral part of such equipment as described in Paragraphs b.(1) and b.(2) above.

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2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

SECTION IV – BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.

- b. Additionally, you and any other involved "insured" must:

- (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
- (4) Authorize us to obtain medical records or other pertinent information.
- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

- c. If there is "loss" to a covered "auto" or its equipment, you must also do the following:

- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
- (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
- (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
- (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Covered Autos Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

4. Loss Payment – Physical Damage Coverages

At our option, we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any per-

son or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance

a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own; or
- (2) Primary while it is connected to a covered "auto" you own.

b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".

d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

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- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico;
- (4) Canada; and
- (5) Anywhere in the world if a covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less,

provided that the "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada, or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us applies to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

SECTION V – DEFINITIONS

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Auto" means:

- 1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or
- 2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these.
- D. "Covered pollution cost or expense" means any cost or expense arising out of:

- 1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- 2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

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

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

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

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

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

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

- E.** "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- F.** "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- G.** "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.
- H.** "Insured contract" means:
 1. A lease of premises;
 2. A sidetrack agreement;
 3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or
6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
- c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- I.** "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- J.** "Loss" means direct and accidental loss or damage.
- K.** "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

COMMERCIAL AUTO

1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 2. Vehicles maintained for use solely on or next to premises you own or rent;
 3. Vehicles that travel on crawler treads;
 4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
 5. Vehicles not described in Paragraph 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers; or
 6. Vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning;
 - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well-servicing equipment.
- However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".
- L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
 - M. "Property damage" means damage to or loss of use of tangible property.
 - N. "Suit" means a civil proceeding in which:
 1. Damages because of "bodily injury" or "property damage"; or
 2. A "covered pollution cost or expense";to which this insurance applies, are alleged.
"Suit" includes:
 - a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.
 - O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
 - P. "Trailer" includes semitrailer.

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

Where required by contract or written agreement prior to loss.

This endorsement is executed by the

Premium \$

Effective Date 2/1/2024

Expiration Date 2/1/2025

For attachment to Policy No. WA566D066867024



STATE OF WASHINGTON

BUSINESS LICENSE

Profit Corporation

QUADIENT, INC.
NEOPOST USA INC
478 WHEELERS FARMS RD
MILFORD CT 06461-9105

TAX REGISTRATION - ACTIVE

Issue Date: Mar 02, 2024

Unified Business ID #: 600230713

Business ID #: 001

Location: 0003

Expires: Mar 31, 2025

CITY/COUNTY ENDORSEMENTS:

- BELLINGHAM GENERAL BUSINESS #028495 - ACTIVE
- LACEY GENERAL BUSINESS - NON-RESIDENT #29531 - ACTIVE
- OLYMPIA GENERAL BUSINESS - NON-RESIDENT #33585 - ACTIVE
- SPOKANE GENERAL BUSINESS - NON-RESIDENT #T12011074BUS - ACTIVE
- BOTHELL GENERAL BUSINESS - NON-RESIDENT #7078 - ACTIVE

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

John Ryser
Director, Department of Revenue

UBI: 600230713 001 0003

QUADIENT, INC.
NEOPOST USA INC
478 WHEELERS FARMS RD
MILFORD CT 06461-9105

STATE OF WASHINGTON

FOLD HERE

FOLD HERE

TAX REGISTRATION - ACTIVE
 BELLINGHAM GENERAL BUSINESS #028495 - ACTIVE
 LACEY GENERAL BUSINESS - NON-RESIDENT #29531 - ACTIVE
 OLYMPIA GENERAL BUSINESS - NON-RESIDENT #33585 - ACTIVE
 SPOKANE GENERAL BUSINESS - NON-RESIDENT #T12011074BUS - ACTIVE
 BOTHELL GENERAL BUSINESS - NON-RESIDENT #7078 - ACTIVE

Expires: Mar 31, 2025

John Ryser
Director, Department of Revenue

IMPORTANT!

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY BEFORE POSTING THIS LICENSE

General Information

Post this Business License in a visible location at your place of business.

If you were issued a Business License previously, **destroy the old one and post this one in its place.**

Login to My DOR at dor.wa.gov if you need to make changes to your business name, location, mailing address, telephone number, or business ownership.

Telephone: 360-705-6741

Endorsements

All endorsements should be renewed by the expiration date that appears on the front of this license to avoid any late fees.

If there is no expiration date, the endorsements remain active as long as you continue required reporting. Tax Registration, Unemployment Insurance, and Industrial Insurance endorsements require you to submit periodic reports. Each agency will send you the necessary reporting forms and instructions.

For assistance or to request this document in an alternate format, visit <http://business.wa.gov/BLS> or call (360) 705-6741. Teletype (TTY) users may use the Washington Relay Service by calling 711.

BLS-700-107 (07/27/20)



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 07/22/2024

Committee Agenda type: Consent

Date Rec'd

7/10/2024

Clerk's File #

Cross Ref #

Project #

Council Meeting Date: 08/12/2024

Submitting Dept

CONTRACTS & PURCHASING

Bid #

WA ST CONTRACT

Contact Name/Phone

JASON 232-8841

Requisition #

MASTER

Contact E-Mail

JNECHANICKY@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

MCATHCART ZZAPPONE BWILKERSON

Agenda Item Name

5500 - MASTER SERVICE CONTRACT WITH POMP'S TIRE

Agenda Wording

Purchasing 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

Varies by department

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#

Council Briefing Paper

Finance & Administration Committee

Committee Date	July 22, 2024
Submitting Department	Purchasing & Contracts
Contact Name	Jason Nechanicky
Contact Email & Phone	509-232-8841
Council Sponsor(s)	Cathcart, Zappone, Wilkerson
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	5500 – Master 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>Purchasing 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. 	

- 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?

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/08/2024

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
FEDERATED MUTUAL INSURANCE COMPANY
HOME OFFICE: P.O. BOX 328
OWATONNA, MN 55060

CONTACT NAME: CLIENT CONTACT CENTER
PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664
E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM

INSURED
POMP'S TIRE SERVICE INC
1123 CEDAR ST
GREEN BAY, WI 54301-4703

302-609-3

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: FEDERATED MUTUAL INSURANCE COMPANY	13935
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 2008

REVISION NUMBER: 1

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	TYPE OF INSURANCE	ADDL	SUBR	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"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	N	0748868	09/01/2023	09/01/2024	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 \$2,000,000 PRODUCTS & COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	0748868	09/01/2023	09/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per Person) BODILY INJURY (Per Accident) PROPERTY DAMAGE (Per Accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION	N	N	0748870	09/01/2023	09/01/2024	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
	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/A				PER STATUTE OTHER E.L EACH ACCIDENT E.L DISEASE EA EMPLOYEE E.L DISEASE - POLICY LIMIT

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

ADDITIONAL INSURED INCLUDES: CITY OF SPOKANE, ITS OFFICERS AND EMPLOYEES

THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU ENDORSEMENT FOR GENERAL LIABILITY.

CERTIFICATE HOLDER

302-609-3
CITY OF SPOKANE
808 W SPOKANE FALLS BLVD
SPOKANE, WA 99201-3333

2008 1

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - AUTOMATIC STATUS WHEN
REQUIRED IN A WRITTEN CONSTRUCTION
AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II - Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured.
- However, the insurance afforded to such additional insured:
1. Only applies to the extent permitted by law; and
 2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.
- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
- This insurance does not apply to:
1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
- This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:
- a. 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
 - b. 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.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

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

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.



STATE OF WASHINGTON

BUSINESS LICENSE

Profit Corporation

POMP'S TIRE SERVICE, INC.
1505 N HOUGH ST
SPOKANE WA 99212-7007

UNEMPLOYMENT INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE

CITY/COUNTY ENDORSEMENTS:

SPOKANE GENERAL BUSINESS - ACTIVE

LICENSING RESTRICTIONS:

Not licensed to hire minors without a Minor Work Permit.

REGISTERED TRADE NAMES:

POMP'S TIRE SERVICE, INC.

Issue Date: Apr 26, 2024

Unified Business ID #: 604921017

Business ID #: 001

Location: 0001

Expires: May 31, 2025

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Director, Department of Revenue

STATE OF WASHINGTON

UBI: 604921017 001 0001

Expires: May 31, 2025

POMP'S TIRE SERVICE, INC.
1505 N HOUGH ST
SPOKANE WA 99212-7007

UNEMPLOYMENT INSURANCE -
ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE
SPOKANE GENERAL BUSINESS -
ACTIVE



City of Spokane
PERSONAL SERVICE AGREEMENT
Title: **MISCELLANEOUS TIRE SERVICES**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **POMP TIRE SERVICES**, whose address is 1505 North Hough Street, Spokane, Washington 99212 as (“Company”), individually hereafter referenced as a “party”, and together as the “parties”.

The parties agree as follows:

1. PERFORMANCE.

The Company shall provide Miscellaneous Tire Services. Company was selected through Washington State Contract No. 24623. In the event of a conflict between these documents and this City Contract, the terms of this contract will control.

2. TERM OF AGREEMENT.

The term of this Agreement begins on July 1, 2024, and shall run through June 30, 2029, unless amended by written agreement or terminated earlier under the provisions of this Agreement.

3. COMPENSATION / PAYMENT.

Total annual compensation for Company’s services under this Agreement shall not exceed **THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00)**, plus applicable tax, per year, for everything furnished and done under this Agreement. This is an optional use contract. Services by the Company are provided on an as-needed basis upon request in accordance with the terms of the Contract documents. Only the services requested, received and accepted will be paid for by the City.

The Company shall submit its applications for payment to for payment to the requesting department. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company’s application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

4. TAXES, FEES AND LICENSES.

A. Company 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 Company’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 Agreement shall be included in the project budgets.

5. 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 Company shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Company does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

6. 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 Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Company agrees to comply with, and to require that all subcontractors comply with, 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.

7. INDEMNIFICATION.

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

8. INSURANCE.

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

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

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

i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverage limits required in 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.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the forty-five (45) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

10. DEBARMENT AND SUSPENSION.

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

11. AUDIT.

The Company and its sub-contractor shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The Company and its sub-contractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

12. ASSIGNMENT AND SUBCONTRACTING.

The Company 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 Company shall incorporate by reference this Agreement, except as otherwise provided. The Company 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 Company from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

13. TERMINATION.

Either party may terminate this Agreement, with or without cause, by sixty (60) days written notice to the other party. In the event of such termination, the City shall pay the Company for all work previously authorized and performed prior to the termination date.

14. STANDARD OF PERFORMANCE.

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

15. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

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

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

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

17. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.
- B. The Company, 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 Company shall comply with the requirements of this Section.
- C. This Agreement 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 Agreement 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 Company after the time the same shall have become due nor payment to the Company 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 Company. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement 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 Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

POMP TIRE SERVICES

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:
Exhibit A – Certificate Regarding debarment
24-125

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)