

THE CITY OF SPOKANE CITY COUNCIL FINANCE & ADMINISTRATION COMMITTEE



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

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

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

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

AGENDA

- . **Call To Order**
- . **Approval of Minutes from August 26, 2024**
- . **Standing Reports**
 1. QUARTERLY FINANCIAL REPORT - JESSICA STRATTON (10 minutes)
- . **Discussion Items**
 1. BROADLINC PDA UPDATE - ARIANE SCHMIDT (10 minutes)
 2. WEST PLAINS PDA (S3R3) UPDATE - CHRIS PENGRA (10 minutes)
 3. NUMERICA UPDATE - MICHELLE MURRAY (10 minutes)
 4. SOLE SOURCE RESOLUTION FOR COPS - CHRIS WRIGHT (10 minutes)
 5. SITING OF CITY-OWNED AND CITY-FUNDED SUPPORT FACILITIES - CHRIS WRIGHT (5 minutes)
 6. RECOMMENDATIONS FROM THE TACI FOR FUNDING ALLOCATION - JACKSON DEESE (5 minutes)
 7. DOWNTOWN SPOKANE PARTNERSHIP CONTRACT AMENDMENT (10 Minutes) - MICHELLE MURRAY (0 minutes)
 8. MULTICULTURAL CENTERS GRANT AWARDS - MICHELLE MURRAY (5 minutes)
 9. PUBLIC RECORDS REQUEST PERFORMANCE AUDIT UPDATE - DANIELLE ARNOLD (10 minutes)
 10. SBO SPD SSP TERMINATION PAY - MATT BOSTON (5 minutes)
 11. BOARD, COMMITTEE & INITIATIVE UPDATES - COUNCIL AND STAFF (minutes)
- . **Consent Items**
 1. FACILITIES WEST CENTRAL COMMUNITY CENTER WINDOW REPLACEMENT (FACILITIES MANAGEMENT)
 2. VALUE BLANKET CONTRACT WITH TITAN TRUCK (FLEET SERVICES)
 3. CONTRACT WITH HOTSY OF SPOKANE FOR WASH SITE MAINT. (FLEET SERVICES)
 4. OUTSIDE COUNSEL CONTRACT AMENDMENT (CITY ATTORNEY)

5. COMMERCIAL DRIVER'S LICENSE TRAINING PROVIDER SERVICES MASTER CONTRACT (RISK MANAGEMENT)
6. ASSETWORKS, INC. - M5 ANNUAL MAINTENANCE & HOSTING (INFORMATION TECHNOLOGY)
7. DSC FEE STUDY – ADDITIONAL FUNDS (DEVELOPMENT SERVICES CENTER)
8. COMPUNET VALUE BLANKET INCREASE (2024-2025) (INFORMATION TECHNOLOGY)
9. KSPS PEG REIMBURSEMENT CONTRACT (COMMUNICATIONS & MARKETING)
10. CITY WIDE OFFICE SUPPLY DELIVERY SERVICE (CONTRACTS & PURCHASING)
11. FACILITIES WEST CENTRAL COMMUNITY CENTER WALL CONSTRUCTION & DOOR INS (FACILITIES MANAGEMENT)

. **Executive Session**

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

. **Adjournment**

. **Next Meeting**

Next Finance & Administration Committee

The next meeting will be held at the regular date and time of **1:15 PM. September 23, 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:** 08/26/2024

Committee Agenda type: Information Only

Date Rec'd

8/14/2024

Clerk's File #

Cross Ref #

Project #

Council Meeting Date:

Submitting Dept

MANAGEMENT & BUDGET

Bid #

Contact Name/Phone

JESSICA 625-6369

Requisition #

Contact E-Mail

JSTRATTON@SPOKANECITY.ORG

Agenda Item Type

Information Only - Committee

Council Sponsor(s)

MCATHCART BWILKERSON ZZAPPONE

Agenda Item Name

0410 - QUARTERLY FINANCIAL REPORT

Agenda Wording

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

Summary (Background)

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

Lease? NO Grant related? NO Public Works?

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

Amount

Budget Account

Select \$ #

Select \$ #

Select \$ #

Select \$ #

\$ #

\$ #

Council Briefing Paper

Finance & Administration Committee

| | |
|--|---|
| Committee Date | 08/26/2024 |
| Submitting Department | Management & Budget |
| Contact Name | Jessica Stratton |
| Contact Email & Phone | jstratton@spokanecity.org , 509-625-6369 |
| Council Sponsor(s) | Cathcart, Wilkerson, Zappone |
| Select Agenda Item Type | <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10min |
| Agenda Item Name | Quarterly Financial Report |
| Proposed Council Action | <input type="checkbox"/> Approval to proceed to Legislative Agenda <input checked="" type="checkbox"/> Information Only |
| Summary (Background) *use the Fiscal Impact box below for relevant financial information | <p><u>Background</u></p> <p>The Finance department routinely presents City financial information to the Finance & Administration committee of the City Council. The quarterly financial report is intended to provide more detail and greater insight into the financial well-being of the City. Topics include an overview of the General Fund, other funds, CIP project status and an economic briefing.</p> <p><u>Summary</u></p> <p>The report covers through July 2024. Due to the timing of data, the report will be submitted the week before committee.</p> |
| <p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: Click or tap here to enter text.</p> <p> Current year cost:</p> <p> Subsequent year(s) cost:</p> <p>Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p> | |
| <p>Operations Impacts (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> • What impacts would the proposal have on historically excluded communities? n/a – recurring financial report • How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? n/a – recurring financial report | |

- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?
n/a – recurring financial report
- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?
Report in accordance with SMC 07.14.030 A2

Council Subcommittee Review

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



July Financial Report
August 26, 2024

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Note: The City of Spokane operates under cash accounting until the year end process begins. At year end the City moves to modified accrual accounting and figures can change significantly.

July 2024 - Quarterly Financial Report

I. General Fund Financial Summary

City of Spokane

GENERAL FUND OVERVIEW

| | 2024 Amended Budget | Budget YTD* | Actuals YTD | \$ Variance YTD (Unfavorable)/ Favorable | % Variance YTD (Unfavorable)/ Favorable |
|--------------|----------------------------|--------------------|--------------------|---|--|
| Revenues | \$247,796,015 | \$113,223,186 | \$117,777,174 | \$4,553,989 | 4.0% |
| Expenditures | \$246,429,925 | \$136,569,681 | \$139,089,385 | (\$2,519,704) | (1.8%) |

*The City of Spokane budgets annual figures. In order to prepare periodic variance reporting, the annual budget is amortized using either the previous year’s spend, the twelve-month calendar, or the payroll calendar.

SUMMARY

Through July 2024, General Fund revenues are 4.0 percent above City budget projections (mostly because of the \$3.1M transfer back to GF at the beginning of the year) with approximately \$117.8 million collected year-to-date (YTD) and \$9.1 million more than through July 2023. On the expenditure side, actuals are 1.8 percent above budget, or \$2.5 million above YTD budget projections.

CHANGES TO 2024 ADOPTED GENERAL FUND (GF) BUDGET

Changes Adopted GF Revenues

| | |
|--|----------------------|
| Adopted GF Revenues | \$242,796,515 |
| BTs and SBOs - YTD ¹ | \$4,999,500 |
| CURRENT REVENUES (Adopted + BTs and SBOs) | \$247,796,015 |

Changes Adopted GF Expenditures

| | |
|--|----------------------|
| Adopted GF Expenditures | \$242,753,357 |
| Encumbrance Carry Forward | \$1,505,214 |
| BTs and SBOs – YTD ² | \$2,171,354 |
| CURRENT EXPENDITURES (Adopted + Encumbrance + BTs and SBOs) | \$246,429,925 |

1- ORD C36538 was the mid-year adjustment SBO for the General Fund and it added \$1,871,500 in utility tax revenue to the budget in July.

2- ORD C36509 added \$300,000 to the election services expense budget in April for the sales tax ballot measure. ORD C36538 was the mid-year adjustment SBO for the General Fund and it added \$1,871,354 in various expenses to the budget in July.

Note: Encumbrance Carry Forward budgets are for contracted goods or services, grants, or capital projects from the prior fiscal year which continue into the current fiscal year; funds to pay for these expenses are set aside in reserve. City Council passed ORD C36488 on February 5, 2024 to carry budget capacity forward from 2023 into 2024.

July 2024 - Quarterly Financial Report

I. General Fund Financial Summary

City of Spokane

GENERAL FUND REVENUES

| Department | 2024 Amended Budget | YTD Actuals | % Received |
|------------------------------------|---------------------|--------------------|------------|
| 0020 NONDEPARTMENTAL | 218,998,545 | 106,498,729 | 49% |
| 0260 CITY CLERK | 2,750 | 341 | 12% |
| 0300 HUMAN SERVICES | 35,500 | 16,743 | 47% |
| 0320 COUNCIL | 0 | 0 | 0% |
| 0330 PUBLIC AFFAIRS/COMMUNICATIONS | 0 | 0 | 0% |
| 0350 COMMUNITY CENTERS | 95,757 | 63,837 | 67% |
| 0370 ENGINEERING SERVICES | 9,405,761 | 5,650,939 | 60% |
| 0410 FINANCE | 152,500 | 10,537 | 7% |
| 0430 GRANTS MANAGEMENT | 0 | 106 | 0% |
| 0450 NEIGHBHD HOUSING HUMAN SVCS | 360,318 | 0 | 0% |
| 0470 HISTORIC PRESERVATION | 51,850 | 25,450 | 49% |
| 0500 LEGAL | 580,000 | 95,891 | 17% |
| 0550 NEIGHBORHOOD SERVICES | 42,500 | 11,450 | 27% |
| 0560 MUNICIPAL COURT | 2,650,408 | 805,277 | 30% |
| 0570 OFFICE OF HEARING EXAMINER | 44,500 | 4,871 | 11% |
| 0620 HUMAN RESOURCES | 25,000 | 0 | 0% |
| 0650 PLANNING SERVICES | 144,421 | 47,050 | 33% |
| 0680 POLICE | 14,189,957 | 4,221,044 | 30% |
| 0690 COMMUNITY JUSTICE SERVICES | 332,000 | 32,992 | 10% |
| 0700 PUBLIC DEFENDER | 249,725 | 140,714 | 56% |
| 0750 COMMUNITY/ECONOMIC DEV DVSN | 434,523 | 151,204 | 35% |
| TOTAL | 247,796,015 | 117,777,174 | 48% |

Non-departmental: 88% of General Fund revenue is budgeted in this budgetary department because it receives most of the City's sales tax, property tax and utility tax. The majority of property taxes are received in May and November.

| Non-Departmental | 2024 YTD Actuals | 2023 YTD Actuals | Change |
|----------------------------------|--------------------|-------------------|------------|
| 31000 TAXES | 90,477,789 | 85,022,085 | 6% |
| 32000 LICENSES & PERMITS | 3,779,990 | 3,453,403 | 9% |
| 33000 INTERGOVERNMENTAL REVENUES | 1,459,757 | 1,377,029 | 6% |
| 34000 CHARGES FOR SERVICES | 3,219,314 | 2,681,045 | 20% |
| 35000 FINES & FORFEITS | (8,953) | (22,075) | -59% |
| 36000 MISCELLANEOUS REVENUES | 4,442,832 | 4,439,575 | 0% |
| 39700 OPERATING TRANSFERS-IN | 3,128,000 | - | 0% |
| TOTAL REVENUE | 106,498,729 | 96,951,061 | 10% |

The table above shows taxes, driven by property taxes, and operating transfers-in, driven by a transfer back to the GF for police vehicles, are primarily contributing to revenue growth.

July 2024 - Quarterly Financial Report

I. General Fund Financial Summary

City of Spokane

| Revenue Category | 2024 Amended Budget | Budget YTD* | Actuals YTD | % Variance YTD -Unfavorable/ Favorable | \$ Actuals YTD vs. Prior Year (Unfavorable)/ Favorable |
|---|---------------------|--------------------|--------------------|--|--|
| Sales Tax – GF Only | 64,450,000 | 24,851,707 | 24,885,549 | 0.1% | (322,840) |
| <i>Local Retail Sales Tax – GF Only</i> | <i>58,830,000</i> | <i>22,586,819</i> | <i>22,860,961</i> | <i>1.2%</i> | <i>553,117</i> |
| Property Tax | 50,831,337 | 28,642,912 | 29,495,813 | 3.0% | 2,141,200 |
| Interfund Utility Taxes | 51,677,948 | 23,128,601 | 22,822,412 | -1.3% | 1,866,737 |
| Business Taxes | 26,489,000 | 13,677,348 | 14,303,044 | 4.6% | 805,155 |
| <i>Taxes on Private Utilities</i> | <i>26,164,000</i> | <i>13,559,159</i> | <i>14,124,246</i> | <i>4.2%</i> | <i>763,966</i> |
| Charges for Services (Services Provided by City Departments) | 23,429,150 | 10,163,156 | 10,669,560 | 5.0% | 1,158,848 |
| Licenses & Permits | 7,268,791 | 3,659,537 | 3,865,038 | 5.6% | 287,976 |
| <i>Business Registrations</i> | <i>4,568,241</i> | <i>2,431,780</i> | <i>2,866,528</i> | <i>17.9%</i> | <i>416,414</i> |
| <i>Franchise Fees</i> | <i>2,360,000</i> | <i>1,041,950</i> | <i>865,158</i> | <i>-17.0%</i> | <i>(126,833)</i> |
| Miscellaneous Revenue | 8,838,093 | 5,069,844 | 4,598,332 | -9.3% | (24,918) |
| <i>Interest Earnings</i> | <i>7,202,939</i> | <i>3,558,327</i> | <i>3,462,650</i> | <i>-2.7%</i> | <i>(155,263)</i> |
| Intergovernmental Revenues | 3,955,281 | 1,737,741 | 2,211,126 | 27.2% | 87,885 |
| Fines & Forfeits | 2,415,350 | 1,414,083 | 756,532 | -46.5% | (217,706) |
| <i>Traffic & Parking Violations</i> | <i>2,205,500</i> | <i>1,316,022</i> | <i>684,987</i> | <i>-48.0%</i> | <i>(212,000)</i> |
| Other Taxes | 1,945,000 | 812,419 | 932,908 | 14.8% | 153,472 |
| <i>Admission Tax</i> | <i>1,600,000</i> | <i>635,116</i> | <i>741,309</i> | <i>16.7%</i> | <i>188,210</i> |
| Operating Transfer-In | 6,456,065 | 25,839 | 3,236,361 | | 3,201,926 |
| Disposition of Fixed Assets | 40,000 | 40,000 | 500 | | (30,897) |
| TOTAL | 247,796,015 | 113,223,186 | 117,777,174 | 4.0% | 9,106,837 |

REVENUE OVERVIEW

Sales tax revenue (May 2024 activity) is barely meeting the budget. With summer months activity yet to be recorded and inflation cooling, there is optimism of some improvement. Property tax revenue is tracking above budget projections by about \$853 thousand. Taxes on Private Utilities are 4.2 percent above budget while Interfund Taxes, City utilities, are slightly below YTD budget projections after the mid-year adjustment increase. Charges for Services is beating budget projections because of charges for engineering services and zoning/subdivision fees.

The aforementioned \$3.1M operating transfer-in that was done during Q1 to return unused unappropriated fund balance, makes it appear that revenues are doing very well. When manually excluded, revenues are only trending 1.3% above budget.

July 2024 - Quarterly Financial Report

I. General Fund Financial Summary

City of Spokane

GENERAL FUND EXPENDITURES

| Department | 2024 | | Actuals YTD | \$ Variance YTD (Unfavorable)/ Favorable |
|-------------------------------|--------------------|--------------------|--------------------|--|
| | Amended Budget | Budget YTD* | | |
| Allocations to Other Funds | 92,447,114 | 53,130,525 | 56,005,266 | (2,874,741) |
| City Clerk | 924,573 | 491,300 | 483,616 | 7,684 |
| Civil Service | 1,862,515 | 989,892 | 1,004,183 | (14,291) |
| NHHS Division | 537,107 | 307,577 | 267,495 | 40,081 |
| Community Centers | 746,165 | 333,455 | 300,034 | 33,421 |
| Council | 2,498,705 | 1,403,684 | 1,196,144 | 207,541 |
| CED Services | 2,758,901 | 906,975 | 209,493 | 697,482 |
| Engineering Services | 8,327,605 | 4,494,605 | 4,446,731 | 47,874 |
| Finance | 2,824,120 | 1,621,077 | 1,438,929 | 182,148 |
| Historic Preservation | 279,837 | 188,027 | 159,055 | 28,973 |
| Human Resources | 1,299,744 | 709,703 | 702,822 | 6,881 |
| Human Services | 3,166,856 | 1,937,852 | 1,518,507 | 419,346 |
| Internal Service Charges | 14,127,372 | 8,874,230 | 8,489,019 | 385,211 |
| Legal | 5,330,988 | 2,979,609 | 2,808,773 | 170,836 |
| Mayor | 1,407,270 | 848,777 | 850,247 | (1,470) |
| Municipal Court | 4,939,119 | 2,606,083 | 2,612,543 | (6,460) |
| Neighborhood Services | 746,616 | 389,423 | 425,165 | (35,742) |
| Non-departmental | 4,740,905 | 2,634,987 | 2,609,397 | 25,590 |
| Office of Civil Rights | 269,229 | 127,670 | 108,946 | 18,724 |
| Office of Hearing Examiner | 291,462 | 143,109 | 132,393 | 10,716 |
| Office of Youth | 45,000 | 11,250 | 11,250 | 0 |
| Planning Services | 2,615,848 | 1,328,259 | 1,370,060 | (41,801) |
| Police | 86,071,411 | 45,734,656 | 47,450,074 | (1,715,418) |
| Police Ombudsman | 503,228 | 269,920 | 248,801 | 21,120 |
| Community Justice Services | 2,715,914 | 1,432,121 | 1,597,502 | (165,381) |
| Public Affairs/Communications | 1,280,006 | 681,243 | 709,765 | (28,522) |
| Public Defender | 3,672,316 | 1,993,671 | 1,933,177 | 60,494 |
| TOTAL | 246,429,925 | 136,569,681 | 139,089,385 | (2,519,704) |

Through July, overall General Fund spending appears to be over budget *projections*. As mentioned before in this report, the City operates under cash accounting throughout the year, meaning accruals are not made, and the City budgets annual figures, meaning monthly budgets are calculated. Due to these circumstances, variance reporting is very sensitive to actuals. For this report, several General Fund departments appear to be trending over budget, however, after annualization analysis that isn't necessarily the case.

The Allocations department advanced one additional transfer to Fire at the beginning of the year and has fully paid the Police and Fire capital funds their allocation. This accelerated spend flags the department for potentially going over budget when compared to last year's spend, but this is not anticipated to occur. Neighborhood Services paid a significant termination payout earlier this year and, due to the ensuing vacancy, is not anticipated to go over budget. Planning Services is not only fully staffed, which was not anticipated, but they have grants they will bill out some compensation and benefits to by year's end. Depending on the grant work, they may make up the unfavorable variance. Communications has already exhausted their domain name renewals budget, but also may make up the unfavorable variance.

July 2024 - Quarterly Financial Report

I. General Fund Financial Summary

City of Spokane

Community Justice Service’s unfavorable variance is driven by an oversight on the ARPA reallocation SBO. Although the transfer-out from ARPA was noted and approved, the associated transfer-in to CJS was not. An SBO to correct that oversight is in the queue now.

Police’s large variance is stemming from terminated leave payouts that will only increase as the approved early retirees separate from the City. Not only is there an SBO in the queue right now to address the additional funding needed to pay these employees, it is imperative that the positions they leave behind remain vacant through the rest of the year. Salary savings was the ultimate goal and with it comes the ability to pay these employees their terminated pay, but also the promised HRA payments.

| Expense Category | 2024 Amended Budget | Budget YTD* | Actuals YTD | YTD Variance (Unfavorable)/ Favorable |
|--------------------------------------|----------------------------|--------------------|--------------------|--|
| 51000 SALARIES & WAGES | 91,724,203 | 52,715,059 | 51,592,773 | 1,122,287 |
| 52000 PERSONNEL BENEFITS | 23,101,649 | 13,114,933 | 12,877,781 | 237,152 |
| 53000 SUPPLIES | 1,845,230 | 1,095,289 | 817,689 | 277,599 |
| 54000 OTHER SERVICES & CHARGES | 18,580,412 | 8,466,959 | 6,917,950 | 1,549,009 |
| 56000 CAPITAL OUTLAY | 245,566 | 20,059 | 170,676 | (150,617) |
| 59000 INTERFUND PAYMENT FOR SERVICES | 17,430,875 | 10,369,746 | 10,109,876 | 259,870 |
| 59950 RESERVE FOR BUDGET ADJUSTMENT | 15,803 | 15,803 | 0 | 15,803 |
| 80100 OPERATING TRANSFERS OUT | 93,486,188 | 56,166,724 | 56,602,640 | (435,916) |

EXPENDITURE OVERVIEW

Capital expenditures have occurred faster than last year, but are being managed and should not end the year over. As explained before, some transfers-out have happened faster than last year, but will not go over.

Fire is analyzed separately, and it is important to note that while their overtime is unfavorable, their base wages are favorable. This trade-off occurs when recruit academies are canceled.

CONCLUSION

General Fund revenues are beating the budget primarily due to property taxes. The General Fund expense variance is unfavorable right now, but as long as the SBO that provides the ARPA funding intended for CJS and funds PD termination pay is approved and the vacated PD positions *remain vacant*, the General Fund could end the year favorable to budget.

GENERAL FUND FINANCIAL AND RESERVE SUMMARY
July 31, 2024
Fiscal year 2023 is not final yet, fund balance figures are tentative

| | | <u>Actual %</u> |
|---|--------------------|------------------------|
| BEGINNING BALANCES (actual as of 12/31/2023, unaudited) | | |
| --Assigned Funds for Encumbrance Rollover | 1,505,214 | |
| --Revenue Stabilization Reserve Balance (target 3.5% of revenues) | 7,362,901 | 3.0% |
| --Contingency Reserve Balance (target 10.0% of expenditures) | 21,065,706 | 8.7% |
| --Unappropriated Fund Balance | <u>9,824,313</u> | |
| Total Available Reserves (Revenue Stabilization, Contingency Reserves, Unappropriated) | 38,252,920 | |
| <i>Total's (less Encumbrance Rollover) % of Adopted Expenses</i> | <i>15.8%</i> | |
| | | |
| 2024 Adopted General Fund Revenues | 242,796,515 | |
| Add - 2024 Approved Budget Changes QR1 | 3,128,000 | |
| Add - 2024 Approved Budget Changes QR2 | - | |
| Add - 2024 Approved Budget Changes QR3 | 1,871,500 | |
| | | |
| Amended General Fund Revenue | 247,796,015 | |
| | | |
| 2024 Adopted General Fund Expenses | 242,753,357 | |
| Add - 2023 Encumbrance Rollovers | 1,505,214 | |
| Add - 2024 Approved Budget Changes QR2 | 300,000 | |
| Add - 2024 Approved Budget Changes QR3 | 1,871,354 | |
| | | |
| Amended General Fund Expenses | 246,429,925 | |
| | | |
| ENDING BALANCES | CALCULATED | <u>Actual %</u> |
| --Assigned Funds for Encumbrance Rollover | - | |
| --Revenue Stabilization Reserve Balance (target 3.5% of revenues) | 7,362,901 | 3.0% |
| --Contingency Reserve Balance (target 10.0% of expenditures) | 21,065,706 | 8.7% |
| --Unappropriated Fund Balance | <u>12,695,617</u> | |
| Total Available Reserves | 41,124,224 | |
| <i>Total's % of Adopted Expenditures</i> | <i>16.9%</i> | |
| <i>Unappropriated's % of Adopted Expenditures</i> | <i>5.2%</i> | |
| | | |
| DIFFERENCE FROM RESERVE ACCOUNT TARGETS | | |
| --Revenue Stabilization Reserve Balance (target 3.5% of revenues) | 1,134,977 | |
| --Contingency Reserve Balance (target 10.0% of expenditures) | <u>3,209,630</u> | |
| | 4,344,607 | |

July 2024 - Quarterly Financial Report
II. Other Funds Financial Summary
City of Spokane

OTHER FUND REVENUES

| Department | 2024 Amended Budget | Budget YTD* | Actuals YTD | \$ Variance |
|-------------------------------------|----------------------------|--------------------|--------------------|--------------------|
| 1100 STREET FUND | 26,796,289 | 14,428,771 | 10,685,698 | (3,743,073) |
| 1200 CODE ENFORCEMENT FUND | 4,434,280 | 2,387,689 | 2,365,815 | (21,874) |
| 1300 LIBRARY FUND | 13,029,938 | 7,016,120 | 7,225,302 | 209,182 |
| 1340 HISTORIC PRESERVATION INCENTIV | 10,000 | 5,385 | 5,425 | 40 |
| 1350 PENSION CONTRIBUTIONS FUND | 7,103,943 | 3,825,200 | 3,574,387 | (250,813) |
| 1360 MISCELLANEOUS GRANTS FUND | 4,776,827 | 2,572,138 | 326,839 | (2,245,299) |
| 1370 DOMESTIC VIOLENCE PREVENTION | 500 | 269 | 244 | (25) |
| 1375 CANNABIS FUND | 600,000 | 323,077 | 331,233 | 8,157 |
| 1380 TRAFFIC CALMING MEASURES | 7,611,836 | 4,098,681 | 3,577,473 | (521,208) |
| 1390 URBAN FORESTRY FUND | 2,020,000 | 1,087,692 | 71,952 | (1,015,741) |
| 1400 PARKS AND RECREATION FUND | 26,625,006 | 14,336,542 | 14,820,366 | 483,824 |
| 1440 FIRE GRANTS MISCELLANEOUS | 1,544,907 | 831,873 | 7,156 | (824,717) |
| 1460 PARKING METER REVENUE FUND | 11,769,891 | 6,337,634 | 4,602,456 | (1,735,178) |
| 1500 PATHS AND TRAILS RESERVE FUND | 174,500 | 93,962 | 5,841 | (88,120) |
| 1540 HUMAN SERVICES GRANTS FUND | 31,888,233 | 17,170,587 | 8,680,374 | (8,490,213) |
| 1541 CONTINUUM OF CARE | 7,570,000 | 4,076,154 | 1,770,189 | (2,305,965) |
| 1555 OPIOID FUND | 317,221 | 170,811 | 3,729,053 | 3,558,241 |
| 1560 FORFEITURES & CONTRIBUTION FND | 407,840 | 219,606 | 825,212 | 605,606 |
| 1570 INTERMODAL FACILITY OPERATION | - | - | - | - |
| 1590 HOTEL/MOTEL TAX FUND | 4,518,803 | 2,433,202 | 2,205,701 | (227,500) |

July 2024 - Quarterly Financial Report
II. Other Funds Financial Summary
City of Spokane

| | | | | |
|-------------------------------------|------------|-----------|-----------|-------------|
| 1595 HOUSING SALES TAX | 7,200,000 | 3,876,923 | 2,977,914 | (899,009) |
| 1610 REET 2ND QUARTER PERCENT | 4,796,000 | 2,582,462 | 2,200,519 | (381,942) |
| 1615 REET 1ST QUARTER PERCENT | 4,584,711 | 2,468,691 | 1,934,976 | (533,714) |
| 1620 PUBLIC SAFETY & JUDICIAL GRANT | 4,115,417 | 2,215,994 | 1,051,890 | (1,164,104) |
| 1625 PUBLIC SAFETY PERSONNEL FUND | 7,126,494 | 3,837,343 | 3,821,111 | (16,232) |
| 1640 COMMUNICATIONS BLDG M&O FUND | 286,692 | 154,373 | - | (154,373) |
| 1650 COMMUNITY DEVELOPMENT FUND | 15,000 | 8,077 | 4,766 | (3,311) |
| 1690 COMM DEVELOPMENT BLOCK GRANTS | 10,000,000 | 5,384,615 | 744,894 | (4,639,722) |
| 1695 CDBG REVOLVING LOAN FUND | 2,000,434 | 1,077,157 | 744,505 | (332,652) |
| 1700 MISC COMMUNITY DEVPMENT GRANTS | 307,392 | 165,519 | 100,758 | (64,761) |
| 1710 HOME ENTITLEMENT PROGRAM | 9,681,906 | 5,213,334 | 68,145 | (5,145,189) |
| 1715 HOME REVOLVING LOAN FUND | 396,379 | 213,435 | 167,207 | (46,228) |
| 1720 HOUSING ASSISTANCE PROGRAM | 7,180 | 3,866 | 5,086 | 1,219 |
| 1725 AFFORDABLE & SUPTIVE HOUSING | 645,586 | 347,623 | 67,903 | (279,720) |
| 1760 EMERGENCY RENTAL ASSTNCE GRANT | 57 | 31 | 17,387 | 17,357 |
| 1770 HOUSING TRUST GRANT FUND | 7,611 | 4,098 | 5,337 | 1,239 |
| 1775 LEGAL SVCS AND RELOCATION FUND | 144,000 | 77,538 | - | (77,538) |
| 1780 RENTAL REHABILITATION FUND | 51,150 | 27,542 | 14,210 | (13,333) |
| 1785 RES RENTAL PROP MITIGATION | 76,456 | 41,169 | 18,368 | (22,801) |
| 1890 TRIAL COURT IMPROVEMENT FUND | 64,608 | 34,789 | 32,710 | (2,079) |
| 1910 CRIMINAL JUSTICE ASSISTANCE FD | 7,285,956 | 3,923,207 | 2,724,635 | (1,198,572) |
| 1920 FINANCIAL PARTNERSHIP FUND | 189,792 | 102,196 | 768,796 | 666,600 |
| 1940 CHANNEL FIVE EQUIPMENT RESERVE | 252,000 | 135,692 | 116,730 | (18,963) |

July 2024 - Quarterly Financial Report
II. Other Funds Financial Summary
City of Spokane

| | | | | |
|-------------------------------------|------------|------------|------------|--------------|
| 1950 PARK CUMULATIVE RESERVE FUND | 3,669,995 | 1,976,151 | 1,117,625 | (858,526) |
| 1970 FIRE/EMS FUND | 72,563,623 | 39,072,720 | 39,374,874 | 302,154 |
| 1980 DEFINED CONTRIBUTION ADMIN FND | 75,000 | 40,385 | - | (40,385) |
| 1985 VOYA DEFINED CONTR ADMIN FUND | 46,000 | 24,769 | 11,909 | (12,860) |
| 1990 TRANSPORTATION BENEFIT FUND | 3,355,049 | 1,806,565 | 1,948,984 | 142,419 |
| 2100 GO BOND REDEMPTION FUND | 17,939,274 | 9,659,609 | 12,483,268 | 2,823,659 |
| 2300 SPECIAL ASSESSMENT DEBT FUND | 530,000 | 285,385 | 29,344 | (256,041) |
| 2500 IRON BRIDGE TIF DEBT SERVICE | 105,587 | 56,855 | 59,354 | 2,500 |
| 2502 UNIVERSITY DISTRICT LRF DS | 275,000 | 148,077 | 43,588 | (104,488) |
| 3160 GENERAL CAPITAL IMPROVEMENTS | 1,400,000 | 753,846 | - | (753,846) |
| 3200 ARTERIAL STREET FUND | 58,756,991 | 31,638,380 | 17,992,620 | (13,645,760) |
| 3346 UTGO 2015 PARKS | 20,403 | 10,986 | - | (10,986) |
| 3365 2018 UTGO LIBRARY CAPITAL BOND | - | - | - | - |
| 3500 KENDALL YARDS TIF | 410,000 | 220,769 | 216,364 | (4,405) |
| 3501 WEST QUADRANT TIF | 589,000 | 317,154 | 355,247 | 38,093 |
| 3502 UNIVERSITY DISTRICT LRF | 217,000 | 116,846 | 114,427 | (2,419) |
| 4100 WATER DIVISION | 55,176,195 | 29,710,259 | 27,629,126 | (2,081,132) |
| 4210 WATER/WW DEBT SERVICE FUND | 13,551,528 | 7,296,977 | 2,400,764 | (4,896,213) |
| 4250 INTEGRATED CAPITAL MANAGEMENT | 72,706,081 | 39,149,428 | 38,045,981 | (1,103,447) |
| 4300 SEWER FUND | - | - | 198,194 | 198,194 |
| 4310 SEWER MAINTENANCE DIVISION | 50,136,858 | 26,996,770 | 41,115,329 | 14,118,559 |
| 4320 RIVERSIDE PARK RECLAMATION FAC | 9,230,503 | 4,970,271 | 6,086,096 | 1,115,825 |
| 4330 STORMWATER | 9,275,577 | 4,994,542 | 94,909 | (4,899,632) |

July 2024 - Quarterly Financial Report
II. Other Funds Financial Summary
City of Spokane

| | | | | |
|--|------------|------------|------------|-------------|
| 4360 ENVIRONMENTAL PROGRAMS | 608,549 | 327,680 | - | (327,680) |
| 4370 SEWER CONSTRUCTION FUND | - | - | 1,447,384 | 1,447,384 |
| 4480 SOLID WASTE FUND | - | - | 70,664 | 70,664 |
| 4490 SOLID WASTE DISPOSAL | 24,656,266 | 13,276,451 | 13,449,587 | 173,136 |
| 4500 SOLID WASTE COLLECTION | 73,804,199 | 39,740,723 | 41,533,424 | 1,792,702 |
| 4530 SOLID WASTE LANDFILLS | 145,000 | 78,077 | 6,126 | (71,951) |
| 4600 GOLF FUND | 5,992,101 | 3,226,516 | 4,553,436 | 1,326,920 |
| 4700 DEVELOPMENT SVCS CENTER | 9,937,638 | 5,351,036 | 5,679,158 | 328,122 |
| 5100 FLEET SERVICES FUND | 19,852,392 | 10,689,750 | 10,860,531 | 170,781 |
| 5110 FLEET SVCS EQUIP REPL FUND | 2,671,261 | 1,438,371 | 1,363,109 | (75,262) |
| 5200 PUBLIC WORKS AND UTILITIES | 7,163,089 | 3,857,048 | 4,025,130 | 168,082 |
| 5300 IT FUND | 12,311,684 | 6,629,368 | 6,040,151 | (589,217) |
| 5310 IT CAPITAL REPLACEMENT FUND | 1,311,660 | 706,278 | 713,983 | 7,704 |
| 5400 REPROGRAPHICS FUND | 487,716 | 262,616 | 263,172 | 556 |
| 5500 PURCHASING & STORES FUND | 1,092,076 | 588,041 | 832,865 | 244,824 |
| 5600 ACCOUNTING SERVICES | 5,182,745 | 2,790,709 | 3,490,649 | 699,940 |
| 5700 MY SPOKANE | 1,913,698 | 1,030,453 | 956,864 | (73,589) |
| 5750 OFFICE OF PERFORMANCE MGMT | 1,606,687 | 865,139 | 803,344 | (61,796) |
| 5800 RISK MANAGEMENT FUND | 8,449,339 | 4,549,644 | 6,311,316 | 1,761,672 |
| 5810 WORKERS' COMPENSATION FUND | 5,491,794 | 2,957,120 | 4,025,449 | 1,068,330 |
| 5830 EMPLOYEES BENEFITS FUND | 44,773,773 | 24,108,955 | 25,814,389 | 1,705,434 |
| 5900 FACILITIES MANAGEMENT FUND OPS | 5,674,619 | 3,055,564 | 2,639,059 | (416,505) |
| 5901 ASSET MANAGEMENT FUND CAPITAL | 23,740,706 | 12,783,457 | 3,562,396 | (9,221,061) |

July 2024 - Quarterly Financial Report
II. Other Funds Financial Summary
City of Spokane

| | | | | |
|-------------------------------------|--------------------|--------------------|--------------------|---------------------|
| 5902 PROPERTY ACQUISITION POLICE | 7,876,917 | 4,241,417 | 4,692,806 | 451,389 |
| 5903 PROPERTY ACQUISITION FIRE | 2,460,319 | 1,324,787 | 1,750,708 | 425,920 |
| 5904 FACILITIES CAPITAL | 1,294,337 | 696,951 | 144,323 | (552,627) |
| 6010 FINCH MEMORIAL ARBORETUM FUND | 75,000 | 40,385 | 11,480 | (28,905) |
| 6100 RETIREMENT | 36,330,000 | 19,562,308 | 34,215,819 | 14,653,512 |
| 6200 FIREFIGHTERS' PENSION FUND | 5,188,643 | 2,793,885 | 3,055,896 | 262,011 |
| 6230 BUILDING CODE RECORDS MGMT | 60,000 | 32,308 | 33,056 | 748 |
| 6250 MUNICIPAL COURT | 1,300,000 | 700,000 | 435,341 | (264,659) |
| 6300 POLICE PENSION | 3,695,500 | 1,989,885 | 1,296,506 | (693,379) |
| 6730 PARKING & BUSINESS IMPROV DIST | - | - | 1,721,987 | 1,721,987 |
| TOTAL | 895,612,207 | 482,252,727 | 457,516,672 | (24,736,055) |

OTHER FUND EXPENSES

| Department | 2024 Amended Budget | Budget YTD* | Actuals YTD | \$ Variance |
|-------------------------------------|---------------------|-------------|-------------|-------------|
| 1100 STREET FUND | 30,129,751 | 16,223,712 | 14,639,909 | (1,583,803) |
| 1200 CODE ENFORCEMENT FUND | 4,365,128 | 2,350,453 | 1,847,369 | (503,084) |
| 1300 LIBRARY FUND | 13,994,449 | 7,535,472 | 7,961,356 | 425,884 |
| 1340 HISTORIC PRESERVATION INCENTIV | 21,647 | 11,656 | 74 | (11,583) |
| 1350 PENSION CONTRIBUTIONS FUND | 7,103,943 | 3,825,200 | 3,430,781 | (394,419) |
| 1360 MISCELLANEOUS GRANTS FUND | 4,776,835 | 2,572,142 | 653,086 | (1,919,056) |
| 1370 DOMESTIC VIOLENCE PREVENTION | 500 | 269 | | (269) |
| 1375 CANNABIS FUND | 600,000 | 323,077 | | (323,077) |
| 1380 TRAFFIC CALMING MEASURES | 13,846,505 | 7,455,810 | 2,688,495 | (4,767,315) |

July 2024 - Quarterly Financial Report
II. Other Funds Financial Summary
City of Spokane

| | | | | |
|-------------------------------------|------------|------------|------------|--------------|
| 1390 URBAN FORESTRY FUND | 2,020,176 | 1,087,787 | 26,804 | (1,060,983) |
| 1400 PARKS AND RECREATION FUND | 26,962,599 | 14,518,323 | 13,829,338 | (688,984) |
| 1425 AMERICAN RESCUE PLAN | 36,749,001 | 19,787,924 | 13,929,486 | (5,858,437) |
| 1440 FIRE GRANTS MISCELLANEOUS | 1,544,907 | 831,873 | 46,797 | (785,076) |
| 1460 PARKING METER REVENUE FUND | 6,507,243 | 3,503,900 | 2,286,189 | (1,217,711) |
| 1500 PATHS AND TRAILS RESERVE FUND | 1,024,096 | 551,436 | 27,000 | (524,436) |
| 1540 HUMAN SERVICES GRANTS FUND | 43,726,113 | 23,544,830 | 9,294,378 | (14,250,452) |
| 1541 CONTINUUM OF CARE | 11,767,282 | 6,336,229 | 2,310,328 | (4,025,901) |
| 1555 OPIOID FUND | 1,000,000 | 538,462 | - | (538,462) |
| 1560 FORFEITURES & CONTRIBUTION FND | 1,205,783 | 649,268 | 256,691 | (392,576) |
| 1590 HOTEL/MOTEL TAX FUND | 4,872,215 | 2,623,500 | 1,551,518 | (1,071,983) |
| 1595 HOUSING SALES TAX | 7,618,175 | 4,102,094 | 2,078,122 | (2,023,972) |
| 1610 REET 2ND QUARTER PERCENT | 14,832,458 | 7,986,708 | 617,637 | (7,369,071) |
| 1615 REET 1ST QUARTER PERCENT | 4,563,096 | 2,457,052 | 1,425,429 | (1,031,623) |
| 1620 PUBLIC SAFETY & JUDICIAL GRANT | 3,587,218 | 1,931,579 | 866,647 | (1,064,932) |
| 1625 PUBLIC SAFETY PERSONNEL FUND | 7,611,066 | 4,098,266 | 4,017,531 | (80,735) |
| 1640 COMMUNICATIONS BLDG M&O FUND | 311,028 | 167,477 | 168,794 | 1,317 |
| 1650 COMMUNITY DEVELOPMENT FUND | 45,000 | 24,231 | 925 | (23,305) |
| 1680 CD/HS OPERATIONS | 472,600 | 254,477 | (40,130) | (294,607) |
| 1690 COMM DEVELOPMENT BLOCK GRANTS | 15,083,758 | 8,122,024 | 1,103,471 | (7,018,552) |
| 1695 CDBG REVOLVING LOAN FUND | 3,546,241 | 1,909,514 | 454,859 | (1,454,655) |
| 1700 MISC COMMUNITY DEVPMT GRANTS | 953,353 | 513,344 | 137,642 | (375,702) |
| 1710 HOME ENTITLEMENT PROGRAM | 9,681,906 | 5,213,334 | 125,366 | (5,087,968) |

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City of Spokane

| | | | | |
|-------------------------------------|------------|------------|------------|-------------|
| 1715 HOME REVOLVING LOAN FUND | 1,135,000 | 611,154 | 238,332 | (372,822) |
| 1720 HOUSING ASSISTANCE PROGRAM | 177,500 | 95,577 | | (95,577) |
| 1725 AFFORDABLE & SUPTIVE HOUSING | 222,722 | 119,927 | 7,059 | (112,868) |
| 1760 EMERGENCY RENTAL ASSTNCE GRANT | 7 | 4 | - | (4) |
| 1770 HOUSING TRUST GRANT FUND | 216,800 | 116,738 | | (116,738) |
| 1775 LEGAL SVCS AND RELOCATION FUND | 144,000 | 77,538 | | (77,538) |
| 1780 RENTAL REHABILITATION FUND | 411,150 | 221,388 | 1,945 | (219,443) |
| 1785 RES RENTAL PROP MITIGATION | 76,456 | 41,169 | 382 | (40,787) |
| 1890 TRIAL COURT IMPROVEMENT FUND | 64,608 | 34,789 | | (34,789) |
| 1910 CRIMINAL JUSTICE ASSISTANCE FD | 7,957,362 | 4,284,733 | 4,876,622 | 591,889 |
| 1920 FINANCIAL PARTNERSHIP FUND | 1,020,232 | 549,356 | 1,138,739 | 589,384 |
| 1940 CHANNEL FIVE EQUIPMENT RESERVE | 252,000 | 135,692 | 19,798 | (115,895) |
| 1950 PARK CUMULATIVE RESERVE FUND | 4,994,580 | 2,689,389 | 976,032 | (1,713,357) |
| 1970 FIRE/EMS FUND | 72,655,327 | 39,122,099 | 40,768,012 | 1,645,913 |
| 1980 DEFINED CONTRIBUTION ADMIN FND | 69,336 | 37,335 | 14,141 | (23,194) |
| 1985 VOYA DEFINED CONTR ADMIN FUND | 45,928 | 24,730 | 16,335 | (8,395) |
| 1990 TRANSPORTATION BENEFIT FUND | 6,300,686 | 3,392,677 | 1,152,862 | (2,239,815) |
| 2100 GO BOND REDEMPTION FUND | 17,529,912 | 9,439,183 | 9,484,703 | 45,519 |
| 2300 SPECIAL ASSESSMENT DEBT FUND | 143,811 | 77,437 | 218 | (77,219) |
| 2350 SPECIAL ASSESSMENT GUARANTY FD | 8,000 | 4,308 | | (4,308) |
| 2500 IRON BRIDGE TIF DEBT SERVICE | 103,187 | 55,562 | 50,951 | (4,611) |
| 2502 UNIVERSITY DISTRICT LRF DS | 224,252 | 120,751 | 112,332 | (8,419) |
| 3160 GENERAL CAPITAL IMPROVEMENTS | 1,470,226 | 791,660 | 56,511 | (735,149) |

July 2024 - Quarterly Financial Report
II. Other Funds Financial Summary
City of Spokane

| | | | | |
|-------------------------------------|-------------|------------|------------|--------------|
| 3200 ARTERIAL STREET FUND | 63,721,225 | 34,311,429 | 23,702,690 | (10,608,739) |
| 3346 UTGO 2015 PARKS | 703,834 | 378,988 | 117,724 | (261,263) |
| 3365 2018 UTGO LIBRARY CAPITAL BOND | 1,979,395 | 1,065,828 | 288,738 | (777,090) |
| 3495 CAPITAL IMPROVEMENTS 1995 | 40,778 | 21,957 | | (21,957) |
| 3500 KENDALL YARDS TIF | 400,000 | 215,385 | 220,372 | 4,987 |
| 3501 WEST QUADRANT TIF | 1,904,090 | 1,025,279 | 82,071 | (943,208) |
| 3502 UNIVERSITY DISTRICT LRF | 213,000 | 114,692 | 17 | (114,676) |
| 4100 WATER DIVISION | 79,278,469 | 42,688,407 | 31,599,669 | (11,088,738) |
| 4210 WATER/WW DEBT SERVICE FUND | 13,551,528 | 7,296,977 | 2,400,764 | (4,896,213) |
| 4250 INTEGRATED CAPITAL MANAGEMENT | 130,683,367 | 70,367,967 | 38,916,115 | (31,451,852) |
| 4310 SEWER MAINTENANCE DIVISION | 35,102,651 | 18,901,427 | 18,756,544 | (144,883) |
| 4320 RIVERSIDE PARK RECLAMATION FAC | 41,594,985 | 22,397,300 | 31,292,604 | 8,895,304 |
| 4330 STORMWATER | 9,536,935 | 5,135,273 | 3,726,862 | (1,408,411) |
| 4360 ENVIRONMENTAL PROGRAMS | 576,958 | 310,670 | 163,633 | (147,036) |
| 4370 SEWER CONSTRUCTION FUND | 1,576,968 | 849,137 | 1,076,366 | 227,229 |
| 4490 SOLID WASTE DISPOSAL | 45,580,313 | 24,543,245 | 22,006,090 | (2,537,155) |
| 4500 SOLID WASTE COLLECTION | 66,593,006 | 35,857,772 | 30,797,254 | (5,060,518) |
| 4530 SOLID WASTE LANDFILLS | 931,557 | 501,608 | 176,991 | (324,617) |
| 4600 GOLF FUND | 6,912,018 | 3,721,856 | 2,990,009 | (731,847) |
| 4700 DEVELOPMENT SVCS CENTER | 12,058,748 | 6,493,172 | 4,948,437 | (1,544,735) |
| 5100 FLEET SERVICES FUND | 19,842,492 | 10,684,419 | 9,694,995 | (989,424) |
| 5110 FLEET SVCS EQUIP REPL FUND | 5,209,904 | 2,805,333 | 1,069,207 | (1,736,126) |
| 5200 PUBLIC WORKS AND UTILITIES | 6,962,329 | 3,748,946 | 3,252,058 | (496,888) |

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II. Other Funds Financial Summary
City of Spokane

| | | | | |
|-------------------------------------|------------|------------|------------|-------------|
| 5300 IT FUND | 14,632,098 | 7,878,822 | 8,614,463 | 735,641 |
| 5310 IT CAPITAL REPLACEMENT FUND | 3,600,293 | 1,938,619 | 858,055 | (1,080,565) |
| 5400 REPROGRAPHICS FUND | 493,771 | 265,877 | 233,686 | (32,191) |
| 5500 PURCHASING & STORES FUND | 1,228,622 | 661,566 | 628,315 | (33,250) |
| 5600 ACCOUNTING SERVICES | 5,957,829 | 3,208,062 | 3,148,131 | (59,930) |
| 5700 MY SPOKANE | 1,901,090 | 1,023,664 | 955,525 | (68,139) |
| 5750 OFFICE OF PERFORMANCE MGMT | 1,852,637 | 997,574 | 704,485 | (293,089) |
| 5800 RISK MANAGEMENT FUND | 7,430,512 | 4,001,045 | 2,495,071 | (1,505,974) |
| 5810 WORKERS' COMPENSATION FUND | 6,449,272 | 3,472,685 | 3,525,825 | 53,140 |
| 5820 UNEMPLOYMENT COMPENSATION FUND | 437,026 | 235,322 | 193,770 | (41,552) |
| 5830 EMPLOYEES BENEFITS FUND | 51,024,162 | 27,474,549 | 28,576,793 | 1,102,244 |
| 5900 FACILITIES MANAGEMENT FUND OPS | 6,340,286 | 3,414,000 | 2,116,625 | (1,297,375) |
| 5901 ASSET MANAGEMENT FUND CAPITAL | 23,163,322 | 12,472,558 | 17,967,755 | 5,495,197 |
| 5902 PROPERTY ACQUISITION POLICE | 11,447,010 | 6,163,775 | 5,426,423 | (737,352) |
| 5903 PROPERTY ACQUISITION FIRE | 3,263,820 | 1,757,442 | 1,555,768 | (201,674) |
| 5904 FACILITIES CAPITAL | 2,866,516 | 1,543,509 | 448,668 | (1,094,840) |
| 6010 FINCH MEMORIAL ARBORETUM FUND | 75,000 | 40,385 | | (40,385) |
| 6100 RETIREMENT | 41,236,091 | 22,204,049 | 22,746,452 | 542,403 |
| 6200 FIREFIGHTERS' PENSION FUND | 5,240,350 | 2,821,727 | 2,460,092 | (361,635) |
| 6230 BUILDING CODE RECORDS MGMT | 60,000 | 32,308 | - | (32,308) |
| 6250 MUNICIPAL COURT | 1,300,000 | 700,000 | - | (700,000) |
| 6300 POLICE PENSION | 3,581,750 | 1,928,635 | 1,687,131 | (241,503) |
| 6730 PARKING & BUSINESS IMPROV DIST | 75,000 | 40,385 | 40,954 | 570 |

July 2024 - Quarterly Financial Report

II. Other Funds Financial Summary

City of Spokane

| | | | | |
|--------------|----------------------|--------------------|--------------------|----------------------|
| TOTAL | 1,134,358,159 | 610,808,239 | 476,314,065 | (134,494,174) |
|--------------|----------------------|--------------------|--------------------|----------------------|

*Budget YTD calculated as annual budget/13 periods * # of periods completed YTD

Capital Improvement Program: FY 2024 Project Status Report

| Sum of 2024 | | | | |
|---|--|-------------------|---|----------------|
| Department-Section | CIP-Project | Total | Update | Status |
| 0410-700 - Facilities | FAC-2018-148 - Citywide General Facility Maintenance | 244,381 | Projects are done as needed. | Recurring |
| | FAC-2023-1544 - City Hall Reconfiguration Implementation | 500,000 | First phase of space utilization is almost complete. Second phase of floors 1-3 redesign is upcoming. All moves on hold for now except Utility Billing moving to 6. | In Progress |
| 0410-700 - Facilities Total | | 744,381 | | |
| 0410-800 - Fleet | FLT-2023-1494 - Establishing Clean Fuel Infrastructure | 287,000 | Collection of surcharge has been suspended through 2026, but several charging projects are scheduled or underway including DC Level 3 fast charging at the Broadway Fuel Site and ACL2 at Fire Station 16 using previously collected surcharge funding. | In Progress |
| | FLT-2024-1666 - SIP Loan and Leasing of Units | 2,000,000 | This was entered as an alternative funding source for SPD or other departments needing vehicles, but without sufficient capital to purchase. Currently there are no plans to purchase units. Will re-budget for biennium. | Not Started |
| 0410-800 - Fleet Total | | 2,287,000 | | |
| 0680-150 - Police Facilities | SPD-2022-1545 - Police Academy Upgrades & Remodel | 177,456 | Work underway | In Progress |
| | SPD-2023-1644 - Gardner Bldg Updates & Improvements | 45,000 | Original bid came in over budget. Reducing scope of work. | Re-bid |
| | SPD-2023-1680 - TARU Faraday Room | 50,000 | Cancelled | Cancelled |
| | SPD-2023-1679 - New BLEA Building | 1,400,000 | In Design stage | In Progress |
| 0680-150 - Police Facilities Total | | 1,672,456 | | |
| 0680-800 - Police Capital | SPD-2012-232 - Explosive Disposal Unit (EDU) Equipment | 21,000 | In Procurement | Recurring |
| | SPD-2014-172 - Patrol Rugged Laptops and Tablets | 30,000 | In Procurement | Recurring |
| | SPD-2014-177 - Specialty Team Protective Gear/Equipment and Gun Replacement | 710,412 | In Procurement | Recurring |
| | SPD-2014-190 - Desktop/Laptop Computers | 189,000 | In Procurement | Recurring |
| | SPD-2020-61 - Forensic Equipment | 32,000 | In Procurement | Recurring |
| | SPD-2022-1566 - Department Software & Large IT Equipment | 688,000 | In Procurement | Recurring |
| | SPD-2022-1576 - Gunshot Detection System | 8,500,000 | Cancelled - was unfunded | Cancelled |
| | SPD-2023-1612 - Police Dispatch Equipment | 1,166,268 | Done through SREC | In Procurement |
| 0680-800 - Police Capital Total | | 11,336,680 | | |
| 0750-600 - Parking System | CED-2019-69 - Parking System Upgrade | 1,200,000 | | |
| 0750-600 - Parking System Total | | 1,200,000 | | |
| 1400-600 - Parks Capital | PKS-2012-275 - Ops - Coeur d'Alene Park Irrigation | 100,000 | | |
| | PKS-2012-287 - Ops - Citywide Dog Park Development | 10,000 | | |
| | PKS-2012-291 - Adm - Computer/Hardware Replacement - System Wide | 50,000 | | |
| | PKS-2012-303 - Rec - SE Sports Complex Renovations | 150,000 | | |
| | PKS-2012-316 - Ops - Liberty Park Playground & Restroom Improvements | 30,000 | | |
| | PKS-2013-136 - Rec - Make Beacon Hill Public - Phase 2 | 1,950,000 | | |
| | PKS-2015-137 - Rec - Dwight Merkel Synthetic Field Enhancements | 191,352 | | |
| | PKS-2017-61 - Ops - High Bridge Disc Golf Course Renovation Project | 40,000 | | |
| | PKS-2018-107 - UF - Riverfront 2:1 Tree Replacement (Parkwide) | 33,400 | | |
| | PKS-2019-39 - Ops - Meadowglen Park Development | 50,000 | | |
| | PKS-2019-43 - Adm - Parkwide Water Conservation Projects | 250,000 | | |
| | PKS-2020-43 - RFP - South Suspension Bridge | 145,000 | | |
| | PKS-2022-1572 - OPS - American Rescue Plan Act (ARPA) Funded Playgrounds & Restrooms | 45,000 | | |
| | PKS-2022-1651 - Park Fuels Reduction Projects in WUI | 200,000 | | |
| | PKS-2022-1652 - Underhill Park Sport Court Renovation | 430,000 | | |
| | PKS-2022-1653 - Riverfront Park Post Street Parking Lot Renovation | 550,000 | | |
| | 1400-600 - Parks Capital Total | | 4,224,752 | |
| 1400-700 - Golf | GLF-2013-62 - Golf - On Course Renovations | 100,000 | | |
| | GLF-2013-63 - Golf - Facilities Renovations | 250,000 | | |
| | GLF-2016-143 - Golf - Computer/Hardware Replacement Funding | 10,000 | | |
| | GLF-2022-1650 - Qualchan Golf Course Irrigation Pump Station Replacement | 620,000 | | |
| 1400-700 - Golf Total | | 980,000 | | |
| 1970-800 - Fire Capital | SFD-2012-442 - Apparatus: Small Fire Department Response - Brush, ARU, Staff | 577,700 | In Procurement | Recurring |
| | SFD-2012-444 - Equipment: Personal Protective Equip (Structural) | 584,722 | In Procurement | Recurring |

Capital Improvement Program: FY 2024 Project Status Report

| Sum of 2024 | | | | |
|---------------------------------------|--|------------------|--|----------------|
| Department-Section | CIP-Project | Total | Update | Status |
| 1970-800 - Fire Capital | SFD-2012-449 - Equipment: Incident Management System (IMS) for Fire Facilities & Apparatus | 187,824 | In Procurement | Recurring |
| | SFD-2012-451 - Equipment: Apparatus, Operations & Training | 292,622 | In Procurement | Recurring |
| 1970-800 - Fire Capital Total | | 1,642,868 | | |
| 5200-300 - Street Maintenance | STR-2012-262 - Regenerative Air Sweeper | 400,000 | Not ordering sweeper in 2024, ordered vacuum truck with rolloff and snow plow blades | |
| | STR-2020-71 - 10-Wheel Flusher/Deicer/Plow/OMCO | 360,000 | PO created vehicle on order not yet received | In Procurement |
| | STR-2020-76 - Ford Escape/EV | 60,000 | PO created vehicle on order not yet received | In Procurement |
| | STR-2020-82 - Chevy C8500 Bucket Truck for Signal/Lights | 300,000 | PO created vehicle on order not yet received | In Procurement |
| | STR-2020-87 - 6-Wheel Flusher/Deicer Freightliner/OMCO | 340,000 | PO created vehicle on order not yet received | In Procurement |
| | STR-2021-59 - Ford Trucks | 60,000 | Order Complete received in Jan 2024 | Completed |
| | STR-2021-67 - 6-Wheel Dump Trucks | 440,000 | PO created vehicle on order not yet received | In Procurement |
| | STR-2022-1525 - Residential Grind & Overlay Projects | 1,813,623 | project has started and is in progress | In Progress |
| | STR-2022-1526 - Residential Chip Seal Projects | 1,709,464 | project has started and is in progress | In Progress |
| | STR-2022-1527 - Residential Crack Seal Work | 400,000 | project is ongoing | Recurring |
| | STR-2022-1528 - Paving Unpaved Roadway Program | 700,000 | project delayed indefinitely due to funding | Delayed |
| | STR-2022-1564 - Street Capital Enhancement Maintenance Projects | 4,000,000 | project is ongoing | Recurring |
| | 5200-300 - Street Maintenance Total | | 10,583,087 | |
| 5200-400 - Streets Capital (Arterial) | STR-2012-100 - Minor Construction Assistance | 40,000 | project is ongoing, as needed | Recurring |
| | STR-2012-26 - Post Street Replacement Bridge, 2017105 | 1,000,000 | project significantly complete in June, but not finalized/closed out | Completed |
| | STR-2012-63 - Bike Route Signing and Striping | 10,000 | project is ongoing, as needed | Recurring |
| | STR-2012-99 - General Engineering-Street | 645,000 | project is ongoing | Recurring |
| | STR-2014-23 - Traffic Calming Program | 1,500,000 | Traffic Calming cycle projects have started and are in progress | In Progress |
| | STR-2014-29 - Millwood Trail, from SCC to Felts Field, 2014059 | 170,000 | project is in design phase | In Progress |
| | STR-2015-10 - TJ Meenach Dr, TJ Meenach Bridge to Northwest Blvd, 2014153 | 120,000 | project was completed at the end of 2023 | Completed |
| | STR-2015-17 - Ray-Thor St, 17th Ave to Hartson Ave, 2014151 | 352,000 | project is in design phase | In Progress |
| | STR-2016-33 - Transportation Benefit District (TBD) Sidewalk Program | 400,000 | next TBD sidewalk project for Hillyard is in design phase | In Progress |
| | STR-2016-79 - Riverside Avenue, Monroe St to Wall St, 2017087 | 70,000 | project is in design phase, grant funded but delayed to 2025/2026 | Delayed |
| | STR-2018-101 - Thor and Freya St, Hartson to Sprague Ave, Et. Al., 2018084 | 150,000 | project construction for Phase 2 started and is in progress, Phase 1 significantly complete but not finalized/closed | In Progress |
| | STR-2018-20 - South Gorge Trail Connection - Main Ave to CSO 26, 2018097 | 150,000 | project significantly complete in June, but not finalized/closed out | Completed |
| | STR-2018-3 - Wellesley Ave, Freya St to Havana St, 2018076 | 670,000 | project in design phase | In Progress |
| | STR-2018-6 - Spokane Falls Blvd – Post to Division, 2018086 | 50,000 | project in design phase | In Progress |
| | STR-2019-88 - Flexible Arterial Maintenance Program | 2,250,000 | 2 Flex Paving project have been award, project started or will start late summer | Not Started |
| | STR-2020-18 - Meadow Lane Rd. / US 195 Intersection, 2023105 | 237,000 | project in design phase | In Progress |
| | STR-2020-20 - Freya Ave. / Palouse Highway Roundabout | 150,000 | project in design phase | In Progress |
| | STR-2020-4 - NSC - Ralph Street Improvements, 2020065 | 25,000 | project is in progress, work completed by WSDOT as part of NSC | In Progress |
| | STR-2021-3 - Boone Ave. Protected Bike Lanes - Howard to Ruby, 2021069 | 200,000 | project is in early planning, but timeline shifted out to 2025/2026 for more design | Delayed |
| | STR-2021-4 - Division Street Pedestrian Hybrid Beacons, 2021071 | 178,200 | project in design phase | In Progress |
| | STR-2021-5 - Driscoll - Alberta - Cochran Sidewalk, 2021070 | 299,000 | project is nearly complete, will be finalized/closed in 2024 | Completed |
| | STR-2021-6 - Riverside Ave., Grant to Sherman, 2021073 | 350,000 | project in design phase | In Progress |
| | STR-2022-1463 - Maple Street Bridge Deck Repair, 2021089 | 180,000 | project was completed at the end of 2023 | Completed |
| | STR-2022-1465 - Washington Street and Stevens Street Bridges Deck Repair, 2021088 | 3,650,000 | project construction started and is in progress | In Progress |
| | STR-2022-1469 - Haven St. Sidewalk - Rockwell to Heroy, 2022066 | 65,000 | project construction started and is in progress | In Progress |
| | STR-2022-1470 - Pacific Ave. Greenway Study - Sherman to Ben Burr Trail, 2022068 | 75,000 | project in design phase | In Progress |
| | STR-2022-1471 - Market - Monroe - 29th Ave. Grind & Overlay, 2022064 | 2,197,000 | project construction started and is in progress | In Progress |
| | STR-2022-1472 - 29th Ave. - Washington - Monroe Grind & Overlay, 2022065 | 4,386,800 | project construction started and is in progress | In Progress |
| | STR-2022-1473 - Haven St. Grind & Overlay - Market to Market, 2021094 | 75,000 | project construction started and is in progress | In Progress |
| | STR-2022-1474 - Maple / Ash Chip Seal - Northwest Blvd. to Rowan, 2021095 | 750,000 | project construction started and is in progress | In Progress |
| | STR-2022-1475 - Illinois Ave. Grind & Overlay and Shared Path, 2021096 | 60,000 | project was completed at the end of 2023 | Completed |
| | STR-2022-1476 - Pacific Ave. Greenway - Howard to Sherman, 2022069 | 208,000 | project in design phase | In Progress |
| | STR-2022-1478 - US 195 / Inland Empire Way, 2022000 | 325,000 | project in design phase | In Progress |
| | STR-2022-1530 - Annual Arterial Street Maintenance Plan | 5,259,771 | project is in progress, work completed by Street Dept | In Progress |
| | STR-2023-1586 - Freya St. - Garland to Wellesley, 2017081 | 50,000 | project in design phase | In Progress |

Capital Improvement Program: FY 2024 Project Status Report

| Sum of 2024 | | | | | |
|---|--|--|--|--------------------------------|-------------|
| Department-Section | CIP-Project | Total | Update | Status | |
| 5200-400 - Streets Capital (Arterial) | STR-2023-1589 - Maple / Walnut Grind and Overlay - 5th Ave. to Bridge | 1,534,000 | project construction started and is in progress | In Progress | |
| | STR-2023-1668 - Assembly / Francis / 9Mile Roundabout | 15,000 | project in design phase | In Progress | |
| | STR-2024-1578 - Latah Bridge Rehabilitation | 150,000 | project in design phase | In Progress | |
| | STR-2024-1579 - Chestnut Bridge Scour Damage Repair | 358,000 | project in design phase | In Progress | |
| | STR-2024-1580 - Arterial Pedestrian Hybrid Beacons | 308,000 | project in design phase | In Progress | |
| | STR-2024-1581 - Maxwell Ave. Ped-Bike Safety | 185,000 | project in design phase | In Progress | |
| | STR-2024-1582 - Lincoln St. Ped-Bike Safety | 641,000 | project in design phase | In Progress | |
| | STR-2024-1583 - Stevens Elementary SRTS | 124,000 | project in design phase | In Progress | |
| | STR-2024-1584 - Scott Elementary SRTS | 174,000 | project in design phase | In Progress | |
| | STR-2024-1670 - Thorpe Tunnel Preliminary Engineering | 125,000 | project in design phase | In Progress | |
| | STR-2024-1672 - Fish Lake Trail to Centennial Trail Connection - Phase 1 | 200,000 | project in design phase | In Progress | |
| | STR-2024-1673 - Fish Lake Trail to Centennial Trail Connection - Phase 2 | 400,000 | project in design phase | In Progress | |
| | STR-2024-1676 - Sunset Highway Path - Deer Heights to Spotted Rd. | 50,000 | project in design phase | In Progress | |
| | STR-2024-1677 - Sunset Highway Path - Spotted Rd. to Royal St. | 469,500 | project in design phase | In Progress | |
| | 5200-400 - Streets Capital (Arterial) Total | | 31,031,271 | | |
| | 5200-500 - Water Division | WAT-2012-141 - Plains System New Booster | 300,000 | Design and permitting underway | In Progress |
| WAT-2012-184 - Thorpe Road Reservoir No. 2 | | 7,330,000 | Under Construction Ongoing replacement project - 23,342 automated read meters | In Progress | |
| WAT-2013-156 - Metering | | 2,400,000 | installed System review is ongoing, RFP for software implementation | Recurring | |
| WAT-2013-157 - SCADA System | | 375,000 | being written | In Progress | |
| WAT-2013-158 - Water Service Replacement Program | | 240,000 | Funds reallocated for utility replacement funding program | Recurring | |
| WAT-2013-167 - Spokane International Airport (SIA) System Additional Reservoir | | 2,200,000 | Under Construction. Scheduled to go on line in August | In Progress | |
| WAT-2013-173 - High System Tank | | 10,000,000 | Under Construction | In Progress | |
| WAT-2014-163 - 16th Ave Transmission Main, Chestnut to Milton Booster | | 2,000,000 | Project is in the process of being re-scoped | Delayed | |
| WAT-2015-115 - Ray St., 11th to Hartson Ave, Main Replacement | | 3,500,000 | Under Construction | In Progress | |
| WAT-2016-17 - Study - Water Capital Facilities Plan | | 10,000 | In process. Will be finished at the end of 2024 | In Progress | |
| WAT-2016-89 - Water Facilities Backup Power Retrofit | | 200,000 | Backup Generator purchased for dam | In Progress | |
| WAT-2016-94 - Well Electric Well Station Update | | 500,000 | Study and well testing underway | In Progress | |
| WAT-2016-95 - Ray Street Well Station Update | | 25,000 | Reviewing PFS levels and project needs | Not Started | |
| WAT-2016-96 - Marshall Road from Thorpe to Qualchan Transmission Main | | 6,050,000 | Under construction | In Progress | |
| WAT-2017-27 - SIA Transmission Line Crossing Under I-90 | | 1,500,000 | completed | Completed | |
| WAT-2017-34 - Assessment of Existing Pipes | | 250,000 | contract with Rezatek underway | In Progress | |
| WAT-2018-146 - Upriver Dam Ops Facility Remodel | | 1,500,000 | Design underway | In Progress | |
| WAT-2018-1508 - Upriver Dam Spillway Rehabilitation Phase 3a | | 120,000 | Under contract | In Progress | |
| WAT-2018-1509 - Upriver Dam Spillway Rehabilitation Phase 3b | | 774,000 | Under Contract | In Progress | |
| WAT-2018-1510 - Upriver Dam Spillway Gate Replacement | | 1,391,500 | Under Contract | In Progress | |
| WAT-2018-43 - Wellesley Avenue, Freya to Havana Street Main Replacement | | 70,000 | Project is currently in design | In Progress | |
| WAT-2019-10 - NSC Planning from Spokane River to Sprague Avenue | | 5,000 | On going | In Progress | |
| WAT-2019-13 - 9th & Pine Booster Station | | 4,000,000 | Out for Bid | In Progress | |
| WAT-2019-28 - NSC Planning from Interstate 90 to Sprague Avenue | | 5,000 | On Going | Recurring | |
| WAT-2019-64 - Water Distribution Main Resiliency & Water Quality Program | | 600,000 | Project needs in review | In Progress | |
| WAT-2020-12 - NSC - 2nd Ave and Trumpet Area Water Reroutes | | 200,000 | On goin / Awaiting DOT design | In Progress | |
| WAT-2020-14 - NSC - 3rd Ave Water Reroutes | | 100,000 | On goin / Awaiting DOT design | In Progress | |
| WAT-2020-1514 - Water Distribution System District Metering and Pressure Management Areas | | 7,200 | Site selection and specs underway | In Progress | |
| WAT-2020-1515 - Distribution System Monitoring | | 250,000 | Ongoing monitoring | Recurring | |
| WAT-2020-35 - Fire Suppression System Upgrades | | 150,000 | Ongoing improvement project | Recurring | |
| WAT-2020-51 - Indian Trail Reservoir Frontage Improvements | | 150,000 | Project complete, awaiting payment documentation | In Progress | |
| WAT-2020-52 - Study - Nevada Well Station Rehabilitation | | 200,000 | Underway | In Progress | |
| WAT-2020-58 - Nevada Well Station Rehabilitation | 25,000 | Underway. Expected completion in 2025 | In Progress | | |
| WAT-2020-7 - NSC - Trent Interchange Water Reroute | 100,000 | Project in design | In Progress | | |
| WAT-2021-12 - Highland Booster Capacity Improvements | 275,000 | Delayed to 2027 | Delayed | | |

Capital Improvement Program: FY 2024 Project Status Report

| Sum of 2024 | | | | | | |
|---|--|---|---|---|--------------|-------------|
| Department-Section | CIP-Project | Total | Update | Status | | |
| 5200-500 - Water Division | WAT-2021-13 - Northwest Terrace PRV's | 150,000 | Project in charter phase. Design expected late 2024 | In Progress | | |
| | WAT-2021-1504 - FERC Part 12-D | 495,000 | Under Contract | In Progress | | |
| | WAT-2021-16 - Ray St., 17th to 11th Ave, Main Replacement | 150,000 | Design delayed to 2025. Construction 2026-2027 | In Progress | | |
| | WAT-2021-22 - Future Development Water Projects | 250,000 | Ongoing | Recurring | | |
| | WAT-2021-25 - Northwest Terrace Transmission Main | 2,200,000 | Delayed. Design to start late 2024 | In Progress | | |
| | | | | Design underway, early bid packages for windows and utilities | | |
| | WAT-2021-69 - Water Dept. Ops Facility Maintenance and Renovation | 1,500,000 | ready | | In Progress | |
| | WAT-2021-75 - Light Vehicles | 380,000 | Vehicles spec'd and ready to roder | | In Procureme | |
| | WAT-2022-1461 - Shawnee Booster Station Rehabilitation | 500,000 | Site selection has began | | In Progress | |
| | WAT-2022-1506 - NSC - I-90 Water Crossings | 200,000 | In design | | In Progress | |
| | WAT-2022-1554 - Study - Asset Management Framework | 225,000 | Underway | | In Progress | |
| | WAT-2022-1629 - Onsite Chlorine Generation Pilot | 1,375,000 | Parts have been bid and ready to order | | In Procureme | |
| | WAT-2022-1630 - Upriver Transformer Servicing | 250,000 | Working on electrical package to bypass need | | In Progress | |
| | WAT-2022-1634 - Excavation and Repair Equipment | 885,000 | Equipment epec'd and some have been purchased already | | In Procureme | |
| | WAT-2022-1638 - Powerhouse 2 Trash Rake | 1,500,000 | Design Underway | | In Progress | |
| | WAT-2022-1640 - Gantry Crane at Upriver Dam Spillway | 250,000 | Review of structural need underway | | In Progress | |
| | WAT-2023-1604 - Maxwell (Comm Cntr to Maple) Main Replacement | 90,000 | Cancelled | | Cancelled | |
| | WAT-2023-1631 - Lincoln (Summit to Maxwell) Main Replacment | 40,000 | Cancelled | | Cancelled | |
| | WAT-2023-1688 - Grandview Avenue Water | 35,000 | Design in late 2024. Construction in 2025 | | Not Started | |
| | WAT-2024-1625 - Freya St Transmission Main, Garland Ave to Wellesley Ave | 300,000 | In Design. Bid Fall 2024 | | In Progress | |
| | WAT-2024-1626 - Freya Distribution Main (21st to 13th) | 2,700,000 | In Charter Process. Design Fall 2024 | | In Progress | |
| | WAT-2024-1681 - Rockwood - Grand to Cowley | 7,000 | In Charter Process. Design Fall 2024 | | In Progress | |
| | 5200-500 - Water Division Total | | 60,284,700 | | | |
| | 5200-700 - Sewer | WWM-2012-11 - Public Sewer Extensions | 460,000 | Ongoing | Recurring | |
| | | WWM-2012-13 - Rehabilitation Project Fund | 350,000 | Ongoing | Recurring | |
| | | WWM-2012-22 - Bio-Infiltration System Rehabilitation | 175,000 | Going back out shortly | | Re-bid |
| | | WWM-2012-276 - Large Line Rehabilitation from Hydrogen Sulfide Damage | 360,000 | Will be bid later this year | | Recurring |
| | | WWM-2012-277 - Marion Hay Intertie-Holland St | 400,000 | completed | | Completed |
| | | WWM-2012-354 - Serpentex Biosolids Conveyor Replacement | 1,000,000 | Contracted- Starting later in year | | In Progress |
| | | WWM-2012-4 - Citywide Ongoing Cure In Place Pipe (CIPP) Project | 350,000 | Will be bid later this year | | Recurring |
| | | WWM-2012-400 - Perforated Plate Replacement | 400,000 | Ordered | | In Progress |
| | | WWM-2014-112 - RPWRF Building Exterior Rehabilitation and Improvements | 550,000 | In development- Scope | | Not Started |
| | | WWM-2014-113 - Inflow and Infiltration (I/I) Reduction/ Net Enviro. Benefit | 510,000 | Will be bid later this year | | Recurring |
| | | WWM-2014-96 - Study - Sewer Capital Facility Plan | 300,000 | Expected completion late 2024 | | In Progress |
| | | WWM-2015-111 - Biosolids Tractor | 220,000 | Purchased- waiting for delivery | | In Progress |
| | | WWM-2016-121 - Plant-wide Supply Fan Upgrade/Replacement (Occupied Spaces) | 120,000 | Council | | In Progress |
| | | WWM-2016-122 - Air Handling Units Supply and Exhaust (non-occupied) | 150,000 | Council | | In Progress |
| | | WWM-2016-130 - Headworks Building and Grit Chambers Odor Control System | 750,000 | In developomet- scope | | Not Started |
| | | WWM-2016-41 - Lift Station Repair and Upgrade Fund | 575,000 | Ongoing | | Recurring |
| | | WWM-2016-58 - Study - Stormwater Capital Facility Plan | 350,000 | Expected completion late 2024 | | In Progress |
| | | WWM-2017-29 - Aubrey L White Parkway Reconstruction | 1,180,000 | In Charter Process. Design Fall 2024 | | In Progress |
| WWM-2018-110 - Boiler Burners and Controls | | 500,000 | contract | | In Progress | |
| WWM-2018-73 - Study - Indian Trail Stormwater | | 60,000 | Cancelled | | Cancelled | |
| WWM-2018-74 - Spokane Falls Blvd, Post to Division | | 60,000 | Scoping | | Not Started | |
| WWM-2018-75 - Mallon Avenue, Monroe to Howard, Stormwater Management | | 5,000 | Delayed to 2026 | | Delayed | |
| WWM-2019-11 - Cochran Basin Lift Station and Control Facility | | 500,000 | Nearly complete. Complete Summer 2024 | | In Progress | |
| WWM-2019-20 - Catch Basin Cleaner Trucks | | 1,250,000 | Ordered- waiting for delivery | | In Procureme | |
| WWM-2019-29 - NSC Planning - Interstate 90 to Sprague Avenue | | 10,000 | Ongoing | | Recurring | |
| WWM-2019-42 - Desmet & Superior Sewer Replace Pipe Under R/R & Adj. Lines | | 900,000 | Design complete. Construction late 2024 | | In Progress | |
| WWM-2019-44 - Underground Injection Control (UIC) Regulation Compliance | | 50,000 | Not started | | Not Started | |
| WWM-2019-46 - NSC Planning - Sprague Avenue to Spokane River | | 10,000 | Ongoing | | Recurring | |
| WWM-2019-9 - NSC Planning - Interstate 90 to Sprague Avenue | | 5,000 | Ongoing | | Recurring | |
| WWM-2020-16 - NSC - I-90 Sewer Interceptor Crossings | | 7,000,000 | In design | | In Progress | |
| WWM-2020-17 - NSC - 2nd Ave and Trumpet Area Sewer Reroutes | | 250,000 | In design | | In Progress | |
| WWM-2020-27 - 1 1-Ton Dump Truck | | 105,000 | Delayed to 2027 | | Delayed | |
| WWM-2020-39 - Sewer Line Replacement | | 180,000 | Ongoing | | Recurring | |
| WWM-2020-44 - Wind River Force Main Replacement | | 130,000 | evaluating might defer | | Not Started | |
| WWM-2020-45 - Combined Sewer Overflow (CSO) 25 Swale Rehabilitation | | 200,000 | Project cancelled | | Cancelled | |
| WWM-2020-46 - Regal - 42nd to 44th Sewer Replacement | | 35,000 | Expected to start and be completed in 2025. | | Not Started | |
| WWM-2020-74 - Emergency Overflow Modifications for Digesters 4 and 5 | | 350,000 | Modifying project | | In Progress | |

Capital Improvement Program: FY 2024 Project Status Report

| Sum of 2024 | | | | | |
|---|---|--|--|--|-------------|
| Department-Section | CIP-Project | Total | Update | Status | |
| 5200-700 - Sewer | WWM-2021-11 - Future Development Sewer Upgrades | 250,000 | Ongoing fund | Recurring | |
| | WWM-2021-18 - Washington Basin Stormwater Separation | 225,000 | Study Underway | In Progress | |
| | WWM-2021-20 - Drywell Rehabilitation in Wellhead Protection Zones | 250,000 | Investigation | Not Started | |
| | WWM-2021-37 - WWC SCADA Equipment Upgrades | 10,000 | Investigating equipment replacement | Not Started | |
| | | | | Purchased backhoe- couldn't order F150 due to no charging capabilities | In Progress |
| | WWM-2021-45 - Electric F150 4x4 | 150,000 | | | In Progress |
| | WWM-2021-46 - Engineer Tech Equipment | 10,000 | Investigating replacement equipment options | Not Started | |
| | WWM-2021-72 - Biosolids Front End Loader | 225,000 | Purchased-Waiting delivery | In Progress | |
| | WWM-2022-1479 - Nine Mile Sewer Re-route | 120,000 | Charter in process. Design to start in 2024. | In Progress | |
| | WWM-2022-1481 - Francis/Assembly/Nine Mile Stormwater Facility | 130,000 | Charter in process. Design to start in 2024. | In Progress | |
| | WWM-2022-1484 - Study-Garden Springs Creek Culvert | 500,000 | Delayed to 2027 | Delayed | |
| | WWM-2022-1486 - Cheney-Spokane Rd Sewer | 1,500,000 | Under construction | In Progress | |
| | WWM-2022-1497 - North Spokane Corridor - 3rd Ave Sewer Reroutes | 50,000 | In design. Construction expected 2025 | In Progress | |
| | WWM-2022-1517 - NW Blvd & Assembly Diversion Modification & PW2 Air Gap | 30,000 | Building scope for design | Not Started | |
| | WWM-2022-1521 - Manhole Rehab (Cure-in-Place) | 60,000 | Developing Scope | Not Started | |
| | WWM-2022-1522 - 18th & Perry Sewer Extension | 42,000 | In Charter Process. Design Fall 2024 | In Progress | |
| | WWM-2022-1537 - HVAC Improvements for the Belt Filter Press Area | 500,000 | In development- Scope | Not Started | |
| | WWM-2022-1538 - BioSolids Storage / Alternate Disposal Study | 500,000 | In development- Scope | Not Started | |
| | WWM-2022-1540 - AC Unit for Blower Building | 1,000,000 | Ordered | In Progress | |
| | WWM-2023-1483 - Sewer Collections SCADA System | 825,000 | On going | In Progress | |
| | WWM-2023-1594 - Sewer Rehabilitation Program | 260,000 | Ongoing | Recurring | |
| | WWM-2023-1595 - Septic Elimination Program | 500,000 | Ongoing | Recurring | |
| | WWM-2023-1605 - Lincoln (Summit to Maxwell) Sewer Replacement | 36,000 | Cancelled | Cancelled | |
| | WWM-2023-1606 - Maxwell (Comm Cntr to Maple) Sewer Replacement | 25,000 | Cancelled | Cancelled | |
| | WWM-2023-1613 - Interceptor Inspection, CCTV & Sonar | 350,000 | In development- Scope | Not Started | |
| | WWM-2023-1614 - Lincoln (Summit to Maxwell) Stormwater | 75,000 | Cancelled | Cancelled | |
| | WWM-2023-1615 - Maxwell (Comm Cntr to Maple) Stormwater | 100,000 | Cancelled | Cancelled | |
| | WWM-2023-1646 - Activated Sludge Pump Gallery No.1 Building Reskinning | 300,000 | In development- Scope | Not Started | |
| | WWM-2023-1687 - Sunset Blvd Bike Path, Spotted to Royal | 40,000 | In design. Construction scheduled 2025 | In Progress | |
| | WWM-2023-1689 - Grandview Avenue Sewer | 70,000 | In scoping. Construction scheduled 2025 | In Progress | |
| | WWM-2024-1684 - Rockwood - Grand to Cowley Storm | 30,000 | Charter in process. Design to start in 2024. | In Progress | |
| | 5200-700 - Sewer Total | | 27,963,000 | | |
| 5200-800 - Solid Waste | SWM-2012-194 - Metal Commercial Refuse & Recycling Containers | 175,000 | An order will be placed this fall for 4 containers, balance of funding will be applied to other projects | In Progress | |
| | | | Order has been placed and chassis' have been fabricated, awaiting completion of the bodies. Delivery expected in January/February 2025 | In Progress | |
| | SWM-2012-201 - Front-Loading Refuse Collection Vehicles | 1,575,000 | | In Progress | |
| | SWM-2015-35 - Superheater Replacement #2 Boiler | 1,300,000 | Project completed | Completed | |
| | | | Front end loader has been ordered and received. A SIP Loan was used and this funding will be applied to the payment. | Completed | |
| | SWM-2015-67 - Front-End Loader and Other Mobile Equipment | 343,000 | | Completed | |
| | | | Engineering contract is being processed for Council approval. | In Progress | |
| | SWM-2016-144 - Ash House Refurbishment | 200,000 | Remaining funding will be applied to other projects. | In Progress | |
| | | | Compressor and Air Dryer have been received. Engineering work in progress for building modifications. | In Progress | |
| | SWM-2018-129 - Compressor/Air Dryer Upgrades | 740,000 | | In Progress | |
| | | Waterwalls have been fabricated, waiting for install during a future outage. | In Progress | | |
| SWM-2018-132 - Waterwall Tube Replacement | 768,000 | | In Progress | | |
| | | Equipment has been purchased totaling \$100K, remaining funding will be applied to other projects. | Completed | | |
| SWM-2018-135 - ACC Motor and VFD Upgrade | 300,000 | | Completed | | |
| | | Developing Engineering scope for this project with the intent to have an analysis of our existing system and recommendation for retrofit or replacement by the end of 2024. | In Progress | | |
| SWM-2018-138 - North Side Landfill Gas Treatment | 400,000 | | In Progress | | |
| | | Order has been placed, chassis' have been fabricated, awaiting completion of bodies. Delivery expected in December 2024 | In Progress | | |
| SWM-2018-18 - Automated Side Load Collection Vehicles | 2,100,000 | | In Progress | | |
| | | \$200K was spent to repair the transformer, the remainder will be used for the purchase of a replacement. Bid currently being issued for replacement, delivery likely won't be until 2027. | In Procurement | | |
| SWM-2019-76 - Transformer Repairs | 1,000,000 | | In Procurement | | |

Capital Improvement Program: FY 2024 Project Status Report

| Sum of 2024 | | | | |
|---|---|--------------------|---|-------------|
| Department-Section | CIP-Project | Total | Update | Status |
| 5200-800 - Solid Waste | SWM-2020-59 - Cart/Container Storage & Maintenance Building | 250,000 | Project deferred to 2027 due to lack of funding as a result of increased building costs. | Deferred |
| | SWM-2022-1498 - Automated Scale Upgrade | 55,000 | PMO is working on implementation this fall. Funding was not encumbered and \$245K additional money is needed. Being utilized from other projects. | In Progress |
| | SWM-2022-1511 - Technological Upgrades | 300,000 | Project was deferred to cover increased costs of other projects | Deferred |
| | SWM-2022-1519 - Compressed Natural Gas (CNG) Backup Generator | 100,000 | Generator purchase completed and generator delivered. Bid issued for installation, moving forward with Council approval | In Progress |
| | SWM-2023-1685 - CNG Fuel System Expansion | 56,100 | for contract | In Progress |
| 5200-800 - Solid Waste Total | | 9,662,100 | | |
| 5300-300 - ITSD Infrastructure | ITD-2024-1648 - Network Re-Architecture Program: Software Defined Networking Module | 290,000 | | |
| 5300-300 - ITSD Infrastructure Total | | 290,000 | | |
| 5300-500 - ITSD Replacement | ITD-2015-143 - Datacenter Hardware Upgrades | 252,734 | | |
| | ITD-2015-148 - Desktop Replacement Program | 449,786 | | |
| | ITD-2015-149 - Network Hardware Upgrades | 568,273 | | |
| | ITD-2015-150 - Server/Storage Hardware Upgrades | 70,511 | | |
| | ITD-2019-89 - Fiber Network Infrastructure Upgrades | 200,000 | | |
| | ITD-2024-1601 - Probation Referral Tool | 250,000 | | |
| | ITD-2024-1641 - Permitting, Licensing & Code Enforcement Software | 713,260 | | |
| | ITD-2024-1647 - City Hall Disaster Recovery Infrastructure Phase 2 | 807,000 | | |
| 5300-500 - ITSD Replacement Total | | 3,311,564 | | |
| Grand Total | | 167,213,859 | | |

July 2024 - Quarterly Financial Report

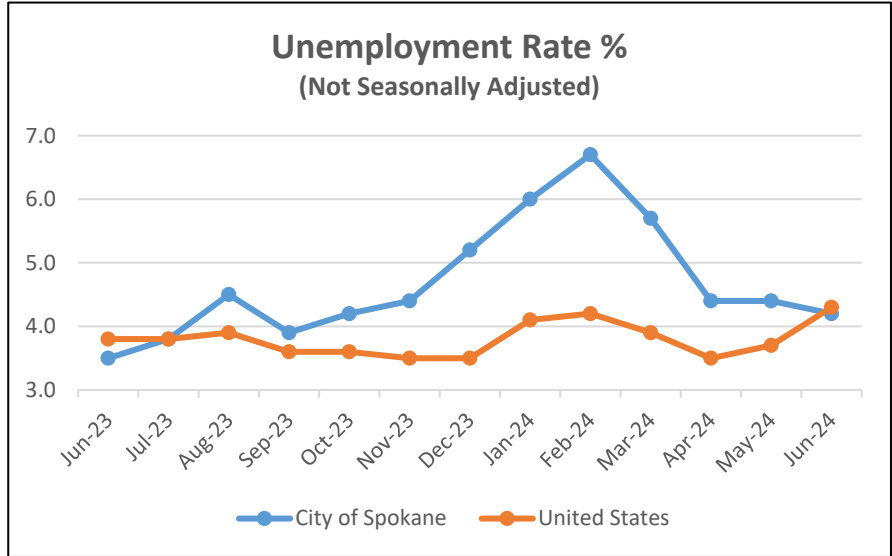
IV. Economic Briefing

City of Spokane

KEY ECONOMIC INDICATORS

Unemployment Rate - Spokane-Spokane Valley, WA (MSA)

| MONTH | UNEMPLOYMENT RATE |
|----------------|-------------------|
| June 2023 | 3.5% |
| July 2023 | 3.8% |
| August 2023 | 4.5% |
| September 2023 | 3.9% |
| October 2023 | 4.2% |
| November 2023 | 4.4% |
| December 2023 | 5.2% |
| January 2024 | 6.0% |
| February 2024 | 6.7% |
| March 2024 | 5.7% |
| April 2024 | 4.4% |
| May 2024 | 4.4% |
| June 2024* | 4.2% |



*Preliminary data

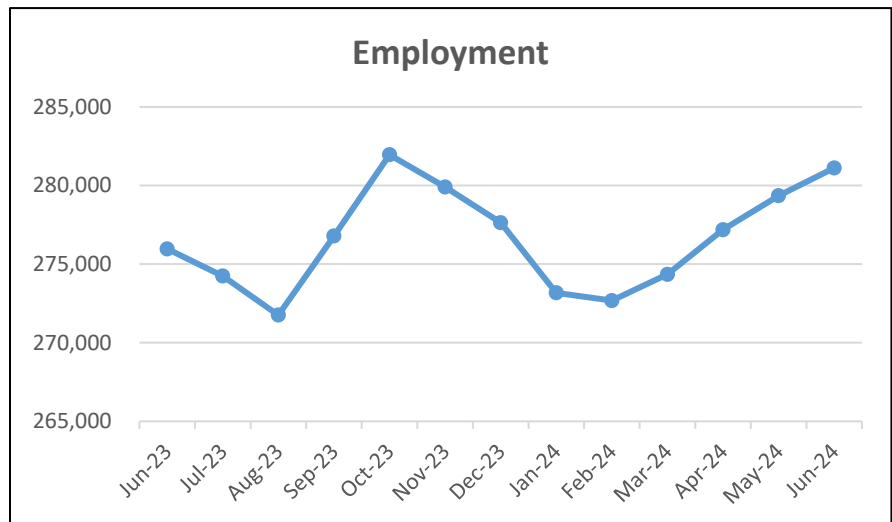
Source: U.S. Bureau of Labor Statistics (BLS). On April 19, 2024 BLS issued major revisions to all prior months, may not match previous reports.

The unemployment rate in the Spokane-Spokane Valley metropolitan statistical area (MSA) was 4.2 percent for June 2024. This is 0.7 percent greater than the unemployment rate in June 2023, primarily due to an increase in labor force participation rather than a reduction in employment.

Historically, the unemployment rate tends to significantly increase in the winter months due to the closure of businesses that are impacted by winter weather. Employment peaked in October 2023 after the annual low point in August 2023. This is a common trend and is likely due to parents returning to the labor force by seeking employment after their children return to school in the fall.

Employment – Spokane-Spokane Valley, WA (MSA)

| MONTH | EMPLOYMENT |
|----------------|------------|
| June 2023 | 275,963 |
| July 2023 | 274,237 |
| August 2023 | 271,756 |
| September 2023 | 276,784 |
| October 2023 | 281,956 |
| November 2023 | 279,903 |
| December 2023 | 277,634 |
| January 2024 | 273,168 |
| February 2024 | 272,675 |
| March 2024 | 274,348 |
| April 2024 | 277,189 |
| May 2024 | 279,348 |
| June 2024* | 281,119 |



*Preliminary data.

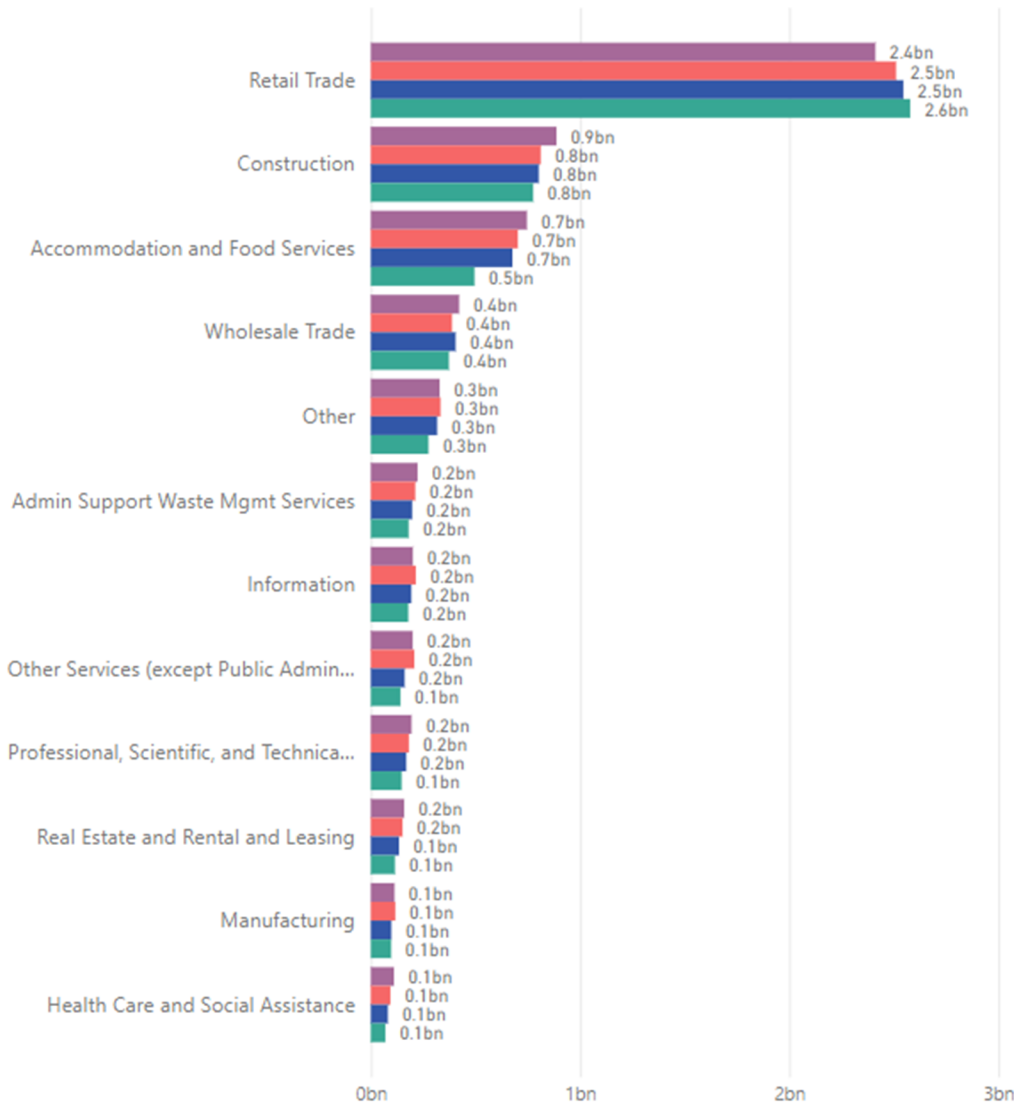
Source: U.S. Bureau of Labor Statistics (BLS). On April 19, 2024 BLS issued major revisions to all prior months, may not match previous reports.

July 2024 - Quarterly Financial Report
IV. Economic Briefing
City of Spokane

Taxable Sales

Taxable Sales by NAICS Group - Year to Date

Activity Year ● 2024 ● 2023 ● 2022 ● 2021



NAICS: North American Industry Classification System
 Source: Washington State Department of Revenue

Activity Month

May 2024

Taxable Sales for the Month of May, 2024

\$1,249,713,916
 Taxable Current Year

\$1,265,352,851
 Taxable Prior Year

(\$15,638,935)
 Change

-1.24%
 Change Pct

YTD Taxable Sales Through May, 2024

\$6,002,473,313
 YTD Current Year

\$5,929,469,163
 YTD Prior Year

\$73,004,150
 ChangeYTD

1.23%
 ChangeYTDpct

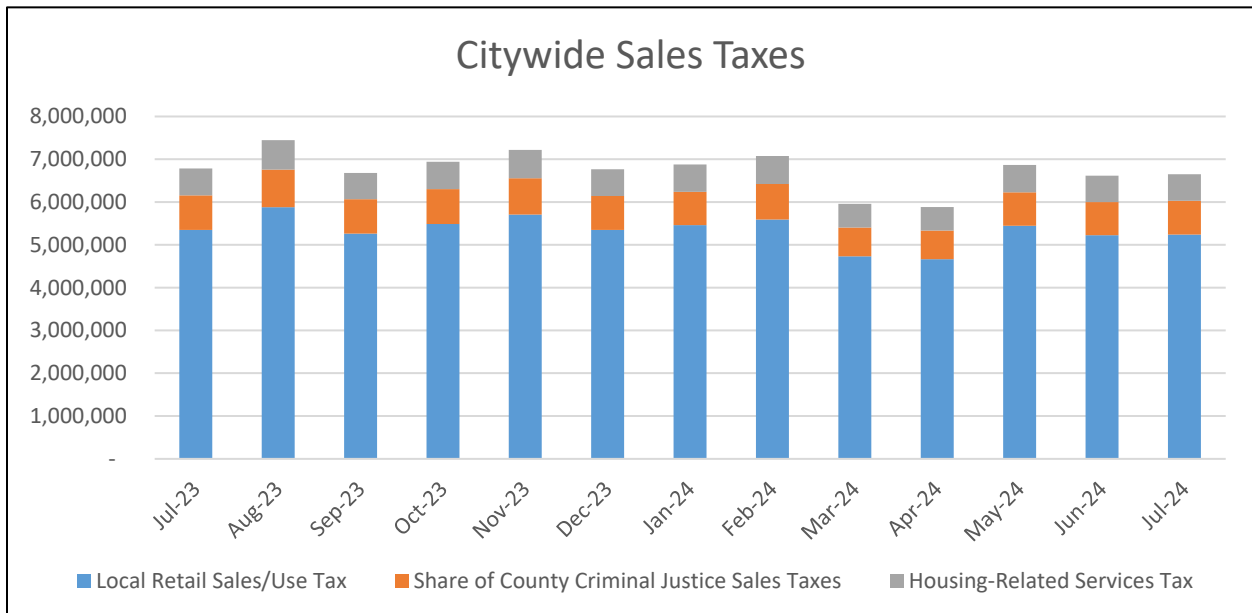
Monthly total taxable sales in the month of May 2024 were 1.24 percent less than taxable sales in May 2023. YTD taxable sales in 2024 are still 1.23 percent greater than YTD taxable sales in 2023 due to the strong sales in January and February, but this may not last if the current trend continues.

Retail Trade continues to be the largest category of taxable sales but has experienced a 3.9 percent decrease of YTD taxable sales. This continues despite the inflated prices of goods and is likely due to changes in consumer behavior during an economically uncertain time. The decline in Retail Trade is offset by increases in three of the four largest sectors including Construction, Accommodation & Food Services, and Wholesale Trade. The four largest sectors comprise nearly 75 percent of YTD taxable sales.

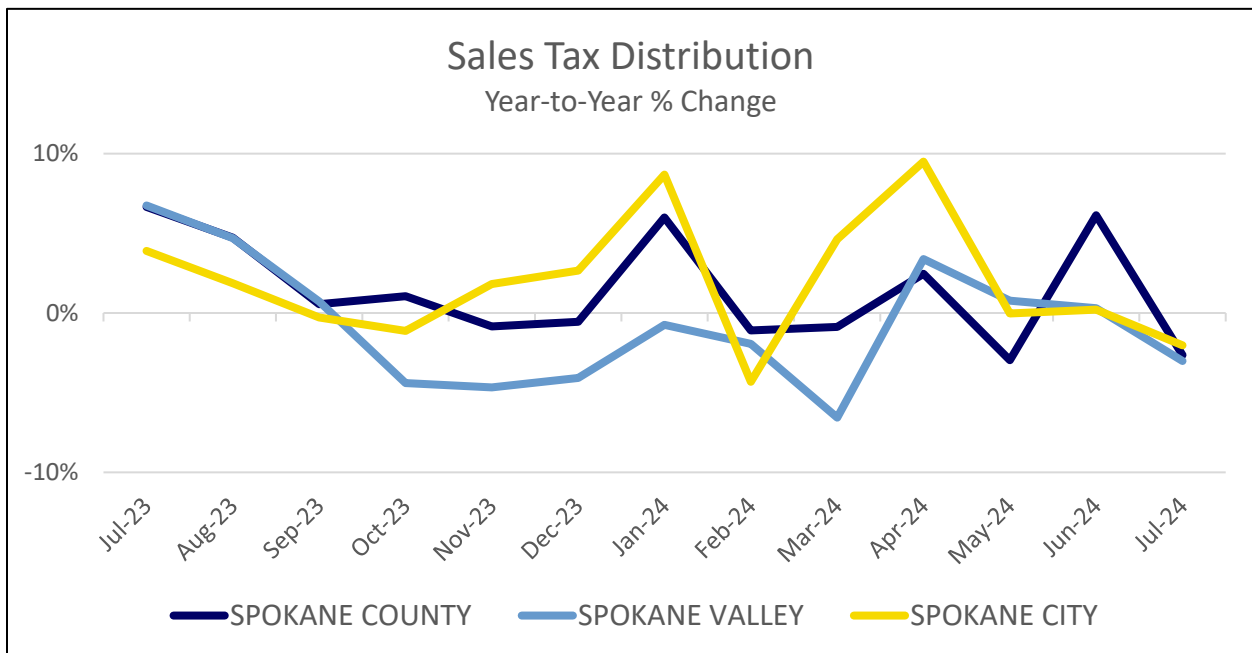
July 2024 - Quarterly Financial Report

IV. Economic Briefing

City of Spokane



The City receives revenue from three portions of sales tax: local option retail sales/use tax (1%), portions of Spokane County criminal justice sales taxes, and housing-related services tax (0.1%). Sales tax revenue is received approximately two months following the taxable sale activity. For example, the chart above shows the typical seasonality of sales tax with December holiday sales appearing in February 2024, and March 2024 showing the dip of January sales following the holiday season.



A view of Eastern Washington’s economy can be seen in the year-to-year percent change in sales tax revenue distributions. The City of Spokane has averaged 2.4 percent growth throughout 2024. The City of Spokane Valley and Spokane County have experienced weaker growth during the same time period with a 1.1 percent contraction and 1.0 percent growth, respectively. Generally speaking, this is a reversal of the prior year’s trend where Spokane Valley and Spokane County were significantly outperforming the City of Spokane’s sales tax growth.

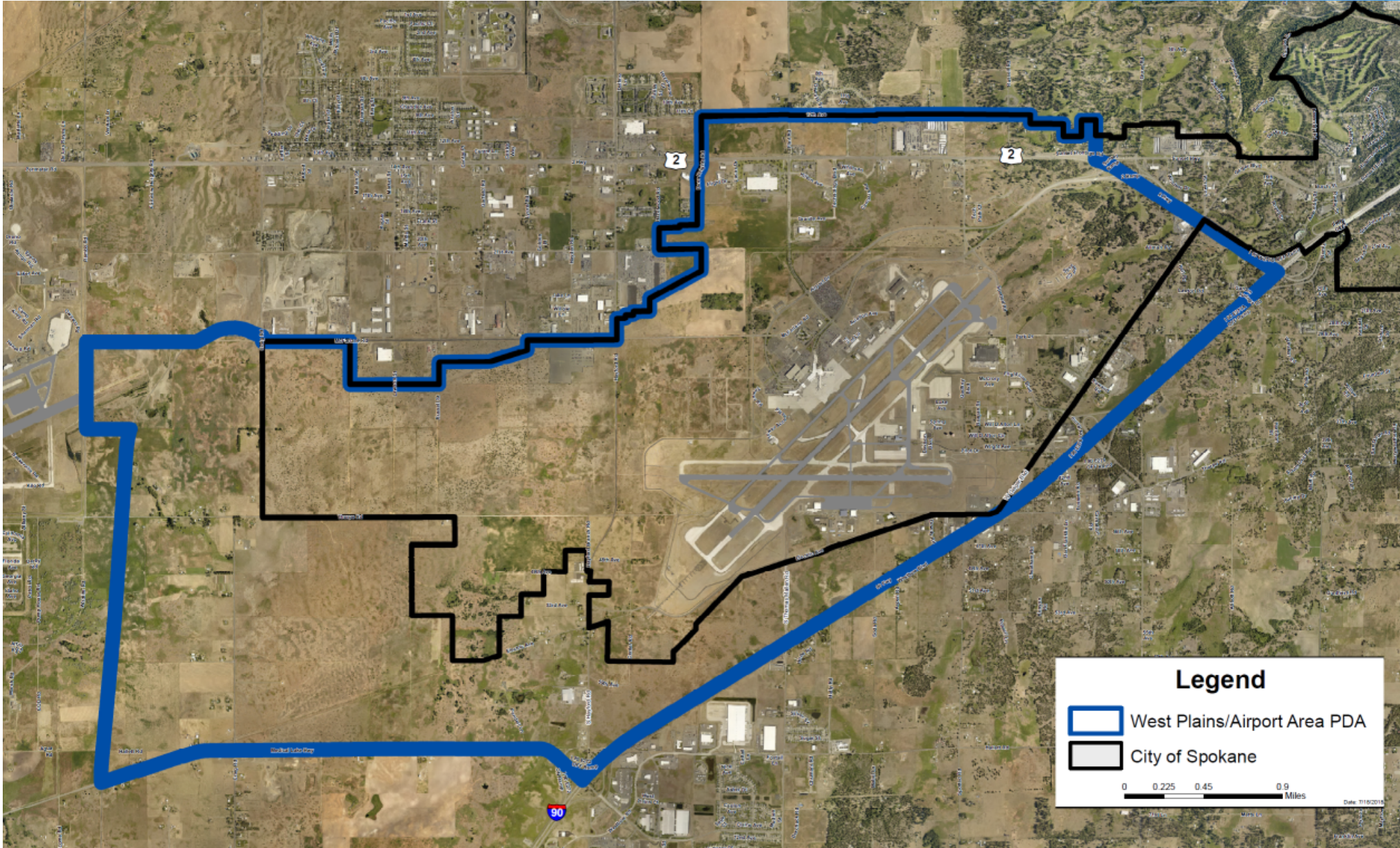


SR3
SOLUTIONS

Spokane Finance & Administration

Chris Pengra, CEcD

WHERE LAND STRATEGICALLY INTERSECT
S
ROAD, RAIL & RUNWAY
TODRIVEBUSINESSGROWTH.



PDA History & Purpose

Founded in 2017 through a partnership between Spokane County, the City of Spokane, and Spokane International Airport, S3R3 Solutions is an economic development organization that catalyzes capital investment and strategic economic growth to create quality jobs in the West Plains region of Spokane County.

- **Regional Infrastructure Investment**
- **Corporate Recruitment**
- **Marketing & Attraction**
- **Business Retention and Expansion**
- **Regional Planning Efforts**
- **Stakeholder Collaboration**
- **Site Location Consultation**
- **Information Clearinghouse**

Value

Proposition

Regional Transportation Assets

- I-90
- Spokane International Airport
- Truck-Rail Transload Facility

Foreign Trade Zone

Largest Labor Market along I-90 Corridor between Minneapolis and Seattle

Education Assets

Quality of Life

Development Cost



2024 Activities

Target Industry Recruitment

12 Recruitment Missions in 2024

- Aerospace
- Composites
- Site Selectors

Joint Regional Planning Projects

West Plains Transportation Network Study

Infrastructure Investment

\$1M- West Plains Water Booster Station

\$1M- Craig Rd. Sewer Capacity Improvements



Growth & Outlook

\$91.3 Million in permitted construction projects in 2023

\$23.36 Million in permitted construction projects through Q2 2024

Large projects expected during Q3 and Q4



An aerial photograph of a dam and surrounding urban area. The dam is a large concrete structure with water cascading over it. To the right of the dam is a large, multi-story brick building. The area is surrounded by greenery and other buildings. The text "Thank you" is overlaid in a large, blue, serif font.

**Thank
you**



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 08/26/2024

Committee Agenda type: Discussion

Date Rec'd

8/16/2024

Clerk's File #

Cross Ref #

Project #

Council Meeting Date: 09/16/2024

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 UPDATE

Agenda Wording

February 6, 2023 The City of Spokane entered into a contract OPR 2023-0076 with Numerica Credit Union to administer a Down Payment Assistance program funded through the American Rescue Plan Act.

Summary (Background)

February 6, 2023 The City of Spokane entered into a contract OPR 2023-0076 with Numerica Credit Union to administer a Down Payment Assistance program funded through the American Rescue Plan Act. This is a quick update on the impact of the funding to our community.

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 | 8/26/24 |
| Submitting Department | Accounting and Grants |
| Contact Name | Michelle Murray |
| Contact Email & Phone | mmurray@spokanecity.org , 6320 |
| Council Sponsor(s) | <u>CM Cathcart, CP Wilkerson, SM Zappone</u> |
| Select Agenda Item Type | <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10 minutes |
| Agenda Item Name | Numerica Update |
| 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 | February 6, 2023 The City of Spokane entered into a contract OPR 2023-0076 with Numerica Credit Union to administer a Down Payment Assistance program funded through the American Rescue Plan Act. This is a quick update on the impact of the funding to our community. |
| <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:</p> <p style="padding-left: 20px;">Current year cost:</p> <p style="padding-left: 20px;">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) | |
| What impacts would the proposal have on historically excluded communities? | |
| How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? | |
| How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? | |
| Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? | |



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 08/26/2024

Committee Agenda type: Discussion

Date Rec'd

8/22/2024

Clerk's File #

Cross Ref #

Project #

Council Meeting Date: 09/23/2024

Submitting Dept

CITY COUNCIL

Bid #

Contact Name/Phone

CHRIS WRIGHT 625-6210

Requisition #

Contact E-Mail

CWRIGHT@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Council Sponsor(s)

MCATHCART BWILKERSON ZZAPPONE

Agenda Item Name

0320-SOLE SOURCE RESOLUTION FOR COPS

Agenda Wording

Resolution designating Community Oriented Policing Services (COPs) as a sole source provider and authorizing a 5-year contract without public bidding.

Summary (Background)

Spokane Community Oriented Policing Services (COPs) is a non-profit corporation formed to assist neighborhoods in organizing and operating COPs stations. COPs stations act as liaisons with the Spokane Police Department (SPD) and community groups and the public. COPs current 5-year contract with the City was entered in 2020 and expires on December 31, 2024 (OPR 2020-0306). COPs is seeking a new 5-year contract on same or similar terms, with an increase in the annual funding.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost

\$

Current Year Cost

\$ 467,964

Subsequent Year(s) Cost

\$ TBD

Narrative

Actual annual contract amount for the proposed COPs contract has yet to be determined. COPs is seeking a new 5-year contract at an equal or greater amount to cover the period from 2025-2029.

Amount

Budget Account

Select

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

\$

#

\$

#



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 08/26/2024

Committee Agenda type: Discussion

Date Rec'd

8/22/2024

Clerk's File #

Cross Ref #

Project #

Council Meeting Date: 09/23/2024

Submitting Dept

CITY COUNCIL

Bid #

Contact Name/Phone

CHRIS WRIGHT 625-6210

Requisition #

Contact E-Mail

CWRIGHT@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Council Sponsor(s)

MCATHCART BWILKERSON ZZAPPONE

Agenda Item Name

0320-SOLE SOURCE RESOLUTION FOR COPS

Agenda Wording

Resolution designating Community Oriented Policing Services (COPs) as a sole source provider and authorizing a 5-year contract without public bidding.

Summary (Background)

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Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost

\$

Current Year Cost

\$ 467,964

Subsequent Year(s) Cost

\$ TBD

Narrative

Actual annual contract amount for the proposed COPs contract has yet to be determined. COPs is seeking a new 5-year contract at an equal or greater amount to cover the period from 2025-2029.

Amount

Budget Account

Select

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

Division Director

Accounting Manager

Legal

For the Mayor

BUSTOS, KIM

SCHOEDEL, ELIZABETH

Additional Approvals

Distribution List

spdfinance@spokanecity.org

Committee Briefing Paper

Finance & Administration Committee

| | |
|--|--|
| Committee Date | 08/26/24 |
| Submitting Department | City Council |
| Contact Name | Shae Blackwell |
| Contact Email & Phone | sblackwell@spokanecity.org / 625-6224 |
| Council Sponsor(s) | CM Cathcart |
| Select Agenda Item Type | <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: |
| Agenda Item Name | Sole Source Resolution for COPs (Community Oriented Policing) |
| Proposed Council Action | <input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only |
| Summary (Background) | <p>*use the Fiscal Impact box below for relevant financial information</p> <p>Spokane Community Oriented Policing Services (COPs) is a non-profit corporation formed to assist neighborhoods in organizing and operating COPs stations. COPs stations act as liaisons with the Spokane Police Department (SPD) and community groups and the public. Spokane COPS organization runs a variety of different programs out of its Spokane COPS shops, such as Blockwatch, Neighborhood Observation Patrols, Bike Registration, Operation Family ID, Latent Finger Printing, Safe Streets, Mounted Patrol, Paws on Patrol, Off Road Patrol, and National Night Out, among others. COPs is nationally recognized as an innovative community oriented policing model.</p> <p>The City of Spokane and the Spokane Police Department have contracted with Spokane COPS since 1993 for these services. At least as recently as 2008 the COPs contract was awarded as a sole source (RES 2007-0146).</p> <p>COPs current 5-year contract with the City was entered in 2020 and expires on December 31, 2024 (OPR 2020-0306). The annual contract amount for year 2024 is \$467,964.46 COPs is seeking a new 5-year contract on same or similar terms, at an equal or greater amount to cover the period from 2025-2029.</p> |
| Fiscal Impact | |
| Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Total Cost: <u>Click or tap here to enter text.</u> Current year cost: \$467,964.46 Subsequent year(s) cost: TBD | |
| Narrative: <u>Actual annual contract amount for the proposed COPs contract has yet to be determined. COPs is seeking a new 5-year contract at an equal or greater amount to cover the period from 2025-2029.</u> | |
| 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? TBD | |
| Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A | |
| Other budget impacts: (revenue generating, match requirements, etc.) | |

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

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

COPs is an essential part of community policing support, especially in historically underrepresented portions of the city.

- 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?

COPs tracks its public contacts and services and annually reports on its program activities and volunteer hours.

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

See above. COPs annually reports on its program activities

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

Contracts with COPs have been approved – and the value of its programs reaffirmed - regularly since 1993.

Council Subcommittee Review

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

Not applicable

RESOLUTION NO. 2024- _____

A RESOLUTION declaring Spokane Community Oriented Policing Services (“COPS”) a sole source for the providing of community policing programs, and authorizing a multi-year contract with the organization.

WHEREAS, the City endorses the philosophy of community-oriented policing, which combines the efficiency of patrolling with the personal involvement of the old police "beats"; and

WHEREAS, Spokane COPS (cops), a non-profit 501(c)(3) corporation, was formed to assist neighborhoods in organizing and operating COPS stations, act as a liaison with the Spokane Police Department (SPD) and community groups and the public; and to act as a tax-exempt organization for receipt of charitable contributions to the C.O.P.S. program; and

WHEREAS, since 1993 the City of Spokane and the Spokane Police Department have contracted with Spokane COPS to provide a program whereby neighborhoods could partner with the police department in improving their safety and quality of life; and

WHEREAS, the Spokane COPS organization runs a variety of different programs out of its Spokane COPS shops, such as Blockwatch, Neighborhood Observation Patrols, Bike Registration, Operation Family ID, Latent Finger Printing, Safe Streets, Mounted Patrol, Paws on Patrol, Off Road Patrol, and National Night Out, among others; and

WHEREAS, the program has received national and international attention as one of the most innovative community policing programs worldwide; and

WHEREAS, the board and staff of Spokane COPS have nearly two decades of experience administering community-oriented policing programs; and

WHEREAS, the COPS program is recognized locally as a key component in the police department’s capacity to deliver a high level of service through empowering citizens in the community; and

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

WHEREAS, Spokane COPS current is providing services under an agreement executed with the City of Spokane and the Spokane Police Department on March 30,

2020, which agreement expires December 31, 2024, unless extended or renewed as provided in the agreement; and

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

WHEREAS, the City is not aware of any other organization other than COPS that is capable of providing community-oriented policing programs in the Spokane region, assuming purchasing staff were to solicit bids or proposals for the service; and

WHEREAS, the City Council desires to recognize Spokane COPS as a sole source provider prior to expiration of the current agreement.

- NOW, THEREFORE,

BE IT RESOLVED by the city council for the City of Spokane that it hereby declares Spokane Community Oriented Policing Services (“COPS”) a sole source for the providing of community oriented policing programs for the City of Spokane; and

BE IT FURTHER RESOLVED that staff is authorized to extend the current agreement according to its terms, or to negotiate and execute a new multi-year contract for 2024 through 2028 without competitive bidding, subject only to the requirement that any final agreement above the minor contract amount is approved by the city council.

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

City Clerk

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 08/26/2024

Committee Agenda type: Discussion

Date Rec'd

8/21/2024

Clerk's File #

Cross Ref #

Project #

Council Meeting Date: 09/09/2024

Submitting Dept

CITY COUNCIL

Bid #

Contact Name/Phone

CHRIS WRIGHT 625-6210

Requisition #

Contact E-Mail

CWRIGHT@SPOKANECITY.ORG

Agenda Item Type

Emergency Ordinance

Council Sponsor(s)

MCATHCART BWILKERSON ZZAPPONE

Agenda Item Name

0320 - SITING OF CITY-OWNED AND CITY-FUNDED SUPPORT FACILITIES

Agenda Wording

Emergency ordinance relating to the siting of city-owned and city-funded facilities providing comprehensive support services.

Summary (Background)

Current municipal code governs the siting of city-owned shelters and provides for both public outreach and good neighbor agreements prior to siting a homeless shelter facility. The proposed ordinance would expand the current code requirements to included city-funded facilities, and expands the scope to shelters and facilities providing comprehensive support services. The ordinance further outlines the requirements for good neighbor agreements. This is an emergency ordinance.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

Some operational impact is assumed because the public outreach and prerequisites for siting city facilities are expanded, but those impacts have not been identified nor any fiscal cost associated with them quantified.

Amount

Budget Account

| | | |
|--------|----|---|
| Select | \$ | # |
| Select | \$ | # |
| Select | \$ | # |
| Select | \$ | # |
| | \$ | # |
| | \$ | # |

Committee Briefing Paper

Finance & Administration Committee

| | |
|--|---|
| Committee Date | 08/26/24 |
| Submitting Department | City Council |
| Contact Name | Shae Blackwell |
| Contact Email & Phone | sblackwell@spokanecity.org / 625-6224 |
| Council Sponsor(s) | CM Cathcart |
| Select Agenda Item Type | <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: |
| Agenda Item Name | Emergency Ordinance re siting of comprehensive support facilities |
| Proposed Council Action | <input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only |
| Summary (Background) | <p>SMC 12.05.062 and 12.05.063 currently governs the siting of city facilities, including homeless shelters, and provides for both public outreach and good neighbor agreements prior to siting a city-owned homeless shelter facility. The proposed ordinance would expand the current code requirements to included city-funded as well as city-owned facilities, and expands the beyond shelters to any facility providing comprehensive support services, which are defined in the ordinance. The ordinance further outlines the requirements for good neighbor agreements and imposes other restrictions.</p> <p>This is an emergency ordinance and includes recitals to comply with recently adopted SMC 01.01.080.</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: <u>Some operational impact is assumed because the public outreach and prerequisites for siting city facilities are expanded, but those impacts have not been identified nor any fiscal cost associated with them quantified.</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? 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 style="text-align: center;">None identified.</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?

Unknown

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

The ordinance is intended to ensure full outreach, and to ensure implementation of measures to mitigate the impacts of certain facilities on nearby businesses and residents. The measures implemented should provide data and information on the success of the outreach and efforts to minimize negative impacts of such facilities.

- 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 ordinance is an expansion of current city policy as reflected in SMC 12.05.062 and 12.05.063.

Council Subcommittee Review

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

ORDINANCE NO. _____

AN ORDINANCE relating to the siting and operation of city-owned and city-funded facilities, amending Sections 12.05.005, 12.05.062, and 12.05.063 of the Spokane Municipal Code, and declaring an emergency.

WHEREAS, the administration is intending to implement a strategy of siting shelters and other centers serving the homeless population throughout the city in a “scattered site” model; and

WHEREAS, the City Council supports the decentralized and “scattered site” approach to delivery of homeless services and siting of shelters and other facilities; and

WHEREAS, while supportive of the “scattered site” model, the City Council has long been mindful that locating homeless services in small business centers, neighborhoods and residential areas can have a negative impact on those areas without adequate planning to minimize the impacts;

WHEREAS, services for the homeless population historically have been situated in the downtown district and are predominantly located in lower income areas of Council District 1; and

WHEREAS, almost exactly two years ago, the Spokane City Council adopted Ordinance C36239 regarding the siting of City-owned facilities, including shelters, observing at the time:

.... public input, collaboration, and cooperation are all critical to the successful process of locating basic City facilities, to ensure that neighborhoods obtain all the benefits of basic city facilities while mitigating the detrimental impacts of those facilities; and

.... members of our community, regardless of where they live, their race, ethnicity, socio-economic status, or any other characteristic, deserve to have the benefit of open, collaborative and transparent interactions with their local government, particularly when it comes to decisions to locate or relocate basic city facilities in their neighborhoods; and

WHEREAS, Ordinance C36239, now codified as SMC Sections 12.05.062 and 12.05.063, requires public outreach and “good neighbor agreements” before siting of city-owned shelters; and

WHEREAS, the “scattered site” amounts to an expansion of city-funded facilities for the homeless but not necessarily “City-owned” shelters or related facilities, and by their terms SMC sections 12.05.062 and 12.05.063 would not apply to facilities not owned by the City but otherwise funded in part or in whole by the City; and

WHEREAS, to ensure the success of the “scattered site” model and to prevent the distrust of local government that arises from unilateral decisions to support the placement of city-funded shelters and homeless service in small business centers, neighborhoods and residential areas,

the City Council desires to amend the Spokane Municipal Code to ensure the placement of facilities under the “scattered site” model comply with the spirit and letter of Ordinance C36239; and

WHEREAS, the City must implement its comprehensive “scattered site” shelter plan as quickly as possible with the anticipated closure of the Trent Resource and Assistance Center, and such urgency is likely to override local concerns over siting of facilities unless a legal framework is enacted as quickly as possible to regulate the siting of both city-funded facilities as well as City-owned facilities; and

WHEREAS, the urgency to implement a scattered site plan, and the competing urgency to preserve the interests of small business centers, neighborhoods and residential areas, requires enactment of amendments to SMC sections 12.05.062 and 12.05.063 as soon as possible, in less than 30 days; and

WHEREAS, the administration’s implementation of the scattered site model outside the parameters of Ordinance C36239 is sudden, unexpected, and requires immediate action to prevent or mitigate the threat to small business centers, neighborhoods and residential areas; and

WHEREAS, the normal course of legislative procedures of the City Council cannot result in a timely expansion SMC sections 12.05.062 and 12.05.063 to ensure those provisions apply to both City-owned as well as City-funded facilities nor will it ensure the use of good neighbor agreements anticipated under the current municipal code provisions; and

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

NOW THEREFORE, the City of Spokane does ordain:

Section 1. Adoption of Findings.

Pursuant to Section 01.01.080 of the Spokane Municipal Code, the City Council adopts the foregoing recitals as findings in support of this emergency ordinance.

Section 2. Section 12.05.005 of the Spokane Municipal Code is amended as follows:

[Section 12.05.005](#) Definitions

- A. “Agent” means any person acting within the scope of employment by or acting on behalf of the City of Spokane including City-facility property managers.

- B. “Baby changing facility” means a table or other device suitable for changing the diaper of a child.
- C. “Employee” means any person holding a regularly compensated position of employment with the City of Spokane including elected officers.
- D. “Basic City Facility” or “Basic City Facilities” means public safety facilities, including fire and police stations, City-owned water reservoirs, and other utility facilities, city-owned ~~((homeless shelters))~~ and city-funded facilities providing comprehensive support services, and community centers. Provided that, utility facilities shall not include privately constructed utility facilities, stormwater facilities and conveyance systems, or water and wastewater utility transmission and distribution systems and related appurtenances, to include without limitation, pipe replacements and relocations; well upgrades; pump stations; lift stations, etc.
- E. “City-funded facility” or “city-funded facilities” with respect to a facility providing comprehensive support services means a facility receiving any of its operating or capital expenditures from the city’s general fund or special revenue or tax funds or broad based grants in any calendar year, but excluding from those expenditures any funds from other public or private sources for which the city is merely a fiscal or pass-thru agent.
- F. “Comprehensive support services” means services encompassing addiction recovery services, resource distribution centers, congregate shelters, transitional or non-permanent housing. Such services include, but are not limited to, behavioral health services providers as defined in RCW 71.05.020.
- ((E)) G. “Federal civil immigration enforcement operations” means an operation than has one of its objectives the identification or apprehension of a person or persons in order to investigate them for a violation of the immigration law and subject them to one or more of the following:
1. Civil immigration detention;
 2. Removal proceedings; and
 3. Removal from the United States
- ((F)) H. “Good neighbor agreement” means a written agreement for communication and collaboration and which contains the following framework:
1. Establishment of a community roundtable consisting of at least the following stakeholders, each of whom commits to the requirements of this subsection H:
 - a. Representative of the city-funded facility operator;
 - b. Neighborhood council chair or designee;

- c. Representative of each business district, business association, or BID that is within 1/4 mile of the facility;
 - d. City of Spokane Neighborhood Services;
 - e. City of Spokane Police Department;
 - f. City of Spokane Code Enforcement;
 - g. Local representative of the funding agency for the facility; and
 - h. All immediately adjacent property owners, residents, and tenants.
2. Commitment of the community roundtable to meet at least monthly and to fulfill the following goals:
- a. Start and maintain open communication and understanding between the named parties in order to be responsible partners and neighbors to each other;
 - b. Develop procedures for resolving problems that may arise in the future;
 - c. Encourage early communication to identify and resolve differences;
 - d. Encourage a high level of high quality care and investment in the neighborhood;
 - e. Maintain and enhance public safety and livability;
 - f. Reduce crime in the neighborhood;
 - g. Contribute to the safety and well-being of everyone in the community by committing to treat everyone with respect;
 - h. Communicate with one another productively when questions, problems or differences arise, and resolve concerns at the lowest possible level; and
 - i. Foster a safe and welcoming community for everyone.
3. Commitment to maintain a website containing project information (type of facility, specific services, etc), a list of contacts for each named party, and a copy of the executed Good Neighbor Agreement.

((F)) I. "LEED" is a green building rating and certification system developed by the U.S. Green Building Council to evaluate environmental performance from a whole building perspective, including sites, water efficiency, energy & atmosphere, materials & resources, indoor environmental quality, locations & linkages, awareness & education, innovation in design, and regional priority.

((G)) J. "Nonpublic" means any area of a city facility or property that is not generally open and accessible to the general public, but instead requires prior to entry express permission, such as a valid ticket for a bona fide passenger, or permission by a city employee or an employee of a tenant in a city facility on an individual basis. Areas posted as "Restricted" in City facilities shall be considered to be non-public areas.

((H)) K. “United States Citizenship and Immigration Services” means the agency of the United States Department of Homeland Security and any successor agency charged with overseeing United States immigration laws.

((I)) L. “United States Customs and Border Protection” means the agency of the United States Department of Homeland Security and shall include any successor federal agency charged with border enforcement.

((K)) M. “United States Immigration and Customs Enforcement” means the agency of the United States Department of Homeland Security including Enforcement and Removal Operations and Homeland Security Investigations and shall include any successor federal agency charged with the enforcement of immigration laws.

((L)) N. “U.S. Green Building Council” is an organization serving as the nation’s foremost leaders from across the building industry working to promote buildings that are environmentally responsible, profitable, and healthy places to work and live.

Section 3. 12.05.062 of the Spokane municipal code is amended as follows:

Section 12.05.062 Siting of Basic City Facilities – Process

- A. Prior to locating a Basic City Facility, or prior to locating, re-locating, re-opening, or funding a city-owned and/or city-funded facility providing comprehensive support services, the city shall undertake the following public process((-):
1. Convene at least one public community meeting and solicit written comment from members of the affected neighborhood council area(s) concerning the need(s) for the facility and the service(s) desired or required by the community, as well as identified service gap(s) to be addressed by the facility.
 2. Publish any alternative locations considered for the proposed new or relocated Basic City Facility, to enable the residents of the affected neighborhood(s) of the relative merits and compliance with SMC 12.05.063 of each proposed alternative location and solicit comment on the proposed alternative locations in at least one open public meeting held in the affected neighborhood(s).
- B. The Spokane City Council’s Equity Subcommittee shall review all responsive proposals and make a recommendation to the City Council based on at least the following criteria, to be given equal weight:
1. effective demonstrably needed service to impacted neighborhood residents;
 2. responsiveness of the location to the demonstrated needs of the residents of an impacted neighborhood; ((and))
 3. financial sustainability of the location;

- 4. evaluation of proposed comprehensive strategies for mitigation and prevention of any anticipated or unanticipated nuisance and/or criminal activity impacting surrounding neighborhood;
 - 5. consideration of geographic equity, evaluating both current and historic distribution patterns of highly impactful services; and
 - 6. the proposed Good Neighbor Agreement to be executed in connection with the facility.
- C. City services shall not be provided at the location unless the City Council has approved the location or relocation of a Basic City Facility. The locating, re-opening, re-locating or funding of a city-owned and/or city-funded facility providing comprehensive support services shall be approved by the city council, regardless of the amount of the fiscal commitment of the City to facility.

Section 4. 12.05.063 of the Spokane municipal code is amended as follows:

Section 12.05.063 Basic City Facilities – Criteria

- A. The following criteria shall be met before any decision to place a new or relocated Basic City Facility can be made:
 - 1. For police precincts, the chosen location shall:
 - a. be visible to the public in a frequently-traveled location;
 - b. provide access for the public to onsite services and for officers responding to reports of crime;
 - c. be located within high visibility of patrol cars, foot and bicycle community policing patrols; and
 - d. provide adequate space and facilities for co-deployed services and reception provided through mutual agreement with Spokane C.O.P.S.
 - 2. For utility facilities:
 - a. the location must be designed to minimize conflicts with traffic to the extent consistent with efficient operations.
 - b. the location must be designed and operated to minimize noise, odor, dust, or other negative impacts due to the operation of the facility to the extent consistent with efficient operations.
 - 3. For city-owned (~~homeless shelters~~) and city-funded facilities providing comprehensive support services:
 - a. the location shall not be located within (~~three blocks~~) 1000 feet of schools;
 - b. the location must be accessible by public transportation; and

- c. a good neighbor agreement must be executed and in place (~~((between the shelter provider and the surrounding businesses and the applicable neighborhood council))~~).
- d. The physical space must maintain an internal courtyard or equivalent, to enable the prohibition of external loitering that may create a nuisance for neighbors.

Section 5. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 6. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener’s errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

Section 7. Emergency Findings. Pursuant to Section 01.01.080 Spokane Municipal Code, the City Council declares that an urgency and emergency exists such that this ordinance is needed for the immediate preservation of the public peace, health, or safety, and/or for the immediate support of City government and its existing public institutions, and that because of such need, this ordinance shall be effective immediately under Section 19 of the City Charter, upon the affirmative vote of five members of the City Council.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 08/26/2024

Committee Agenda type: Discussion

Date Rec'd

8/15/2024

Clerk's File #

Cross Ref #

Project #

Council Meeting Date: 09/09/2024

Submitting Dept

CITY COUNCIL

Bid #

Contact Name/Phone

JACKSON DEESE 6718

Requisition #

Contact E-Mail

JDEESE@SPOKANECITY.ORG

Agenda Item Type

Special Considerations

Council Sponsor(s)

ZZAPPONE

Agenda Item Name

0320 - RECOMMENDATIONS FROM THE TACI FOR FUNDING ALLOCATION

Agenda Wording

Recommendations from the Tourism and Cultural Investment Committee for funding allocations.

Summary (Background)

Terrain BrrrZaar - \$10,000 Nuestras Raices/Tacos y Tequila - \$10,000 Northwest Improv Fest - \$10,000 The Boulevard Race - \$5,000 Asian/Native Hawaiian/Pacific Islander Heritage Festival - \$10,000 Montvale Holiday Market - \$10,000 Riverfront Trail of Lights - \$5,000 International Food Festival - \$10,000 Boomjam Music and Arts Festival - \$10,000 Garland Pride - \$5,000 Parks/New Year's Eve Celebration - \$5,000 Dom+bomb Presents: Spokane Fashion Weekend - \$10,000

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact

Approved in Current Year Budget?

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

Narrative

Amount

Budget Account

Neutral \$ 110,000

tbd

Select \$

#

Select \$

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Select \$

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Committee Agenda Sheet

Finance & Administration Committee

| | |
|---|--|
| Committee Date | 8/26/24 |
| Submitting Department | CITY COUNCIL |
| Contact Name | JACKSON DEESE |
| Contact Email & Phone | jdeese@spokanecity.org |
| Council Sponsor(s) | Zappone; |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 10 min |
| Agenda Item Name | |
| 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>Recommendations from the Tourism and Cultural Investment Committee for funding allocations.</p> <p>Terrain BrrrZaar - \$10,000 Nuestras Raices/Tacos y Tequila - \$10,000 Northwest Improv Fest - \$10,000 The Boulevard Race - \$5,000 Asian/Native Hawaiian/Pacific Islander Heritage Festival - \$10,000 Montvale Holiday Market - \$10,000 Riverfront Trail of Lights - \$5,000 International Food Festival - \$10,000 Boomjam Music and Arts Festival - \$10,000 Garland Pride - \$5,000 Parks/New Year's Eve Celebration - \$5,000 Dom+bomb Presents: Spokane Fashion Weekend - \$10,000 Stage Left/Kaleidoscope Festival 2025 - \$10,000</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>\$110,000</u> Current year cost: \$110,000 Subsequent year(s) cost: TBD | |
| Narrative: <u>Tourism and Cultural Investment dollars come from Lodging Taxes that get reinvested into the community to support local events that attract visitors from out of town to recirculate those dollars by staying in hotels and purchasing goods during their stay.</u> | |
| Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Taxes Is this funding source sustainable for future years, months, etc? The Committee is tasked with providing dollars to events and organizations that can replenish the fund by bringing tourists to Spokane that stay in hotels and purchase goods. | |
| Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Other budget impacts: (revenue generating, match requirements, etc.) | |

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

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

Part of the scoring criteria for these applications included Diversity, Equity, and Inclusion. The Committee was very receptive to organizations that put thought into their respective responses.

- 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?

Funded organizations will be asked to report back to the Committee how they were successful and how the allocated funding supported their event(s).

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

Number of hotel-night stays, and replenishment of the Tourism and Cultural Investment Fund.

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

Supports the local economy through a diverse list of events that bring tourists to Spokane on a recurring basis.

Council Subcommittee Review

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

Recommendations came from Tourism and Cultural Investment Committee.

| | A | B | C |
|----|--|--------------|---|
| 1 | BrrrZAAR | \$ 10,000.00 | |
| 2 | Tacos y Tequila | X | |
| 3 | Northwest Improv Fest | \$ 10,000.00 | |
| 4 | The Boulevard Race | \$ 5,000.00 | |
| 5 | Asian Native Hawaiian Pacific Islander Heritage Festival | \$ 10,000.00 | |
| 6 | Montvale Holiday Market | \$ 10,000.00 | |
| 7 | Riverfront Trail of Lights - Parks | \$ 5,000.00 | |
| 8 | International Food Festival | \$ 10,000.00 | |
| 9 | Boomjam Music and Arts Festival | \$ 10,000.00 | |
| 10 | Garland Pride | \$ 5,000.00 | |
| 11 | New Year's Eve Celebration - Parks | \$ 5,000.00 | |
| 12 | dom+bomb Presents: Spokane Fashion Week-End | \$ 10,000.00 | |
| 13 | Kaleidoscope Festival 2025/ Stage Left | \$ 10,000.00 | |
| 14 | | | |
| 15 | | | |



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 08/26/2024

Committee Agenda type: Consent

Date Rec'd 8/15/2024

Clerk's File # OPR 2021-0636

Cross Ref #

Project #

Council Meeting Date: 09/16/2024

| | | | |
|------------------------|---------------------|--------------|--|
| 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 - DOWNTOWN SPOKANE PARTNERSHIP CONTRACT AMENDMENT | | |
|-------------------------|--|--|--|

Agenda Wording

This contract amendment for OPR 2021-0636 to increase funding for the three allocations towards programs already being administered by the Downtown Spokane Partnership in performing their duties on behalf of the Downtown Business Improvement District

Summary (Background)

All associate work shall be completed from the execution date of this amendment to December 31, 2026. OPR 2021-0636 and SMC 04.31.040 outline a variety of programs and services DSP provides including security ambassadors, marketing and promotions, parking and transportation programs, maintenance services, special events, and economic development support. The Downtown Spokane Partnership (DSP) administers and operates these programs via the contract with the City

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 469,576.36

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

This funding is from ARPA dollars as allocated by the City Council per Ord C36520. These funds need to be under contract by December 31, 2024 and spent by December 31,2026 solely for the purpose of their respective allocation

| Amount | Budget Account |
|-----------------------|-----------------------|
| Expense \$ 253,576.36 | # TBD |
| Expense \$ 166,000.00 | # TBD |
| Expense \$ 50,000.00 | # TBD |
| Select \$ | # |
| \$ | # |
| \$ | # |

Committee Agenda Sheet

Finance & Administration Committee

| | |
|----------------------------------|---|
| Committee Date | August 26, 2024 |
| Submitting Department | Accounting & Grants |
| Contact Name | Michelle Murray |
| Contact Email & Phone | mmurray@spokanecity.org ; 625-6320 |
| Council Sponsor(s) | CM Cathcart, CP Wilkerson, CM Zappone |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 5 minutes |
| Agenda Item Name | Downtown Spokane Partnership Amendment |
| Proposed Council Action | <input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only |
| Summary (Background) | <p>Per Ordinance C36520 on June 10, 2024 City Council approved ARPA Allocations as follows:</p> <p>Item 11) \$503,576.36 solely for the purpose of refuse removal for clean and safe neighborhoods Item 14) \$ 166,000 solely for the purpose of alleyway activation Item 15) \$50,000 solely for the purpose of a downtown housing study</p> <p>This contract amendment for OPR 2021-0636 is meant to increase funding for the three allocations towards programs already being administered by the Downtown Spokane Partnership in performing their duties on behalf of the Downtown Business Improvement District as such:</p> <ul style="list-style-type: none"> • \$ 253,576.36 for the Clean Team and Ambassador Services (OPR 2021-0636 Section 2.5 & 2.9); • \$166,000 for alley activation (OPR 2021-0636 Section 2.3 and 2.7); and • \$50,000 for downtown housing study (OPR 2021-0636 Section 2.7 and 2.8) <p>All associate work shall be completed from the execution date of this amendment to December 31, 2026.</p> <p>OPR 2021-0636 and SMC 04.31.040 outline a variety of programs and services DSP provides including security ambassadors, marketing and promotions, parking and transportation programs, maintenance services, special events, and economic development support. The Downtown Spokane Partnership (DSP) administers and operates these programs via the contract with the City.</p> <p>The DSP shall:</p> <ul style="list-style-type: none"> • Hire and manage a work crew that will clean graffiti, remove large debris, sanitize the sidewalks, and snow removal of crosswalk ramps in major intersections among other general cleanup work, within the grey area in Addendum A. • Implement the strategies from the City's Innovation Alleyway Toolkit that placemark in downtown alleys to create a pleasant pedestrian environment, create a unique identity for downtown, and overall encourage more visitors and residents to frequent downtown. • Study the housing needs of various demographics within Spokane's downtown, and outline policy changes or strategies the City and |

*use the Fiscal Impact box below for relevant financial information

private developers can enact to increase the variety and supply of downtown housing (Goal: A Great Place to Live, Work, and Play from the [2021 Downtown Plan](#))

Fiscal Impact

Approved in current year budget? Yes No N/A

Total Cost: \$469,576.36

Current year cost:

Subsequent year(s) cost:

Narrative: This funding is from ARPA dollars as allocated by the City Council per Ord C 36520. These funds need to be under contract by December 31, 2024 and spent by December 31, 2026 solely for the purpose of their respective allocation.

Funding Source One-time Recurring N/A

Specify funding source: Grant

Is this funding source sustainable for future years, months, etc? These are one time funds to be carried out by the end of 2026

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 funding is provided for clean and safe neighborhoods, alley activation and housing study.
- 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 funds are provided for clean and safe neighborhoods, alley activation and housing study.
- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?
N/A
- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?
This work is consistent with Council’s allocation of ARPA allocation and is one time funding.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not. Funds were allocated by recommendation of the ARPA Committee.



City of Spokane
CONTRACT AMENDMENT
Title: ARPA RELATED AMENDMENT TO
SERVICES

THIS CONTRACT AMENDMENT is between the CITY OF SPOKANE, a Washington State municipal corporation and a first-class charter city, as ("City"), and the DOWNTOWN SPOKANE DEVELOPMENT ASSOCIATION, d/b/a Downtown Spokane Partnership, (the "DSP"), whose address is 818 W Riverside Ave., Suite 120, Spokane, Washington, 99201, as ("DSP"). Individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the DSP WAS RETAINED PURSUANT TO SMC 04.31.090 AND RCW 35.87A.110 TO ADMINISTER THE DOWNTOWN BID ON THE CITY'S BEHALF; AND

WHEREAS, THE CITY WISHES TO AN EXPANSION OF WORK TO INCLUDE ADDITIONAL SERVICES FOR:
THE CLEAN TEAM AND AMBASSADOR SERVICES (OPR 2021-0636 Section 2.5 & 2.9)
;ALLEY ACTIVATION (OPR 2021-0636 Section 2.3 & 2.7)
DOWNTOWN HOUSING STUDY (OPR 2021-0636 Section 2.7 & 2.8); and

WHEREAS, a change or revision of the original Agreement has been requested , thus, the original Agreement needs to be formally amended by this written document; and

WHEREAS, the City is authorized to expend ARPA funds for this contract in accordance with Ordinance C36520, passed June 11, 2024, (Section 11 and 12); and

WHEREAS, the DSP agrees to comply with the attached General Terms and Conditions ; and

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

1. **DOCUMENTS.** The original Contract dated December 6, 2021, 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 August 5, 2024, and end December 31, 2026.

3. **AMENDMENT WORK PROGRAM.** The original Agreement is hereby amended as follows:

3.1 Professional Management and Planning. The DSP will administer and operate the additional programs and services defined in this agreement.

3.2 Maintenance Planning & Services. The DSP will evaluate the current level of maintenance services provided by the City within the defined geographic boundaries described in Addendum A to provide increased maintenance services and estimate the costs for providing such increased maintenance services in publicly accessible spaces from September 1, 2024 through February 28, 2025. The DSP shall hire, supervise, and manage a work crew that will be responsible for: (i) abatement of graffiti, (ii) sweeping and removal of large debris, (iii) power washing and sanitizing of sidewalks, (iv) keeping the railway viaducts clean and clear of litter to the extent reasonably feasible, (v) cleaning tree wells and exteriors of trash containers, (vi) snow removal of crosswalk ramps in major intersections, (vii) and any other general cleanup work, with a goal of promoting a superior level of cleanliness within the defined area. The DSP may subcontract some or all these duties so long as the DSP retains the right to terminate the subcontractor at its discretion upon no more than 60 days' prior notice. The DSP will provide safety and customer service training and regularly monitor staff to ensure that they are focused on outwardly interacting positively and safely with all downtown users. The DSP shall create a postcard flyer that will be professionally printed, mailed and delivered to known property owners and business tenants in the defined area to notify them of services and contact information to report cleaning issues. The DSP will also work with the City to respond to dispatch requests from 311 during business hours. To provide maintenance services in the defined area outside of the BID, the DSP will purchase new equipment that does not utilize assessments collected in by the BID. Equipment may include but is not limited to a vehicle equipped with pressure washer and sanitation capability; trailer for trash hauling; supplies and equipment for trash and snow removal, graffiti abatement and sanitation; and landscaping. All purchased items may be used in servicing the BID.

3.3 Alley Activation. The DSP will implement strategies to transform at least one underutilized alley downtown to create a pleasant pedestrian environment, create a unique identity for downtown and encourage more visitors and residents to frequent downtown. With the focus on an alley that can be a catalyst for additional alley activations and adjacent property improvements, the DSP will develop a plan that leverages physical improvements and ongoing programming and maintenance to promote a vibrant, multifunctional space that enhances community interaction, promotes local businesses, and provides recreational opportunities. The DSP will oversee planning and design, stakeholder outreach, vendors and project implementation. The DSP will also oversee activation and maintenance through the duration of this agreement.

3.4 Housing Study. The DSP will contract with an independent 3rd party consultant in coordination with the City to perform a “Downtown Housing Study” that assesses the current landscape of downtown housing inventory, identifies housing needs and policies and/or obstacles to create more places for people to live downtown. This scope of work outlined in Addendum B shall include development targets for future growth and outline policy changes or strategies the City and private developers can enact to increase the variety and supply of downtown housing.

4. COMPENSATION. In addition to the regular annual budget based on BID ratepayer special assessments and annual service fee of \$100,000, the City shall pay an amount not to exceed TWO HUNDRED FIFTY-THREE THOUSAND FIVE HUNDRED SEVENTY-SIX AND 36/100 DOLLARS (\$253,576.36), including applicable sales tax, for direct expenses of the Cleaning Programs defined in this contract.

The City shall pay an amount not to exceed ONE HUNDRED SIXTY-SIX THOUSAND AND NO/100 DOLLARS (\$166,000.00) for Alley Activation and;

An amount not to exceed FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) for Downtown Housing Study;

For a TOTAL AMOUNT NOT TO EXCEED FOUR HUNDRED SIXTY-NINE THOUSAND FIVE HUNDRED SEVENTY-SIX AND 36/100 DOLLARS (\$469,576.36).

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. Any use of equipment or supplies owned by the BID will be reimbursed using existing BID amortization rates.

4.1 Invoices. The City shall pay to the DSP an amount equal to the budget approved by this amendment for the agreed-upon Work Program. The DSP shall submit an invoice to Michelle Murray, Director of Accounting and Grants, mmurray@spokanecity.org, reflecting amounts to be paid to the DSP hereunder not less than 14 days prior to the first day of the next month reflecting amounts to be paid to the DSP. In the event the due date of any monthly installment falls on a weekend or a City holiday, the installment shall be due on the next business day of the City.

a. The Cleaning Programs fee shall be paid to the DSP in monthly installments of \$53,576.36 on September 15, 2024, and equal monthly installments of \$40,000 beginning October 1, 2024 through February 1, 2025.

b. The Alley Activation fee shall be paid to the DSP in quarterly installments of \$16,000 on October 1, 2024 and equal installments of \$25,000 on January 1, 2025, April 1, 2025, July 1, 2025, October 1, 2025, January 1, 2026 and April 1, 2026. Invoices will include documented expenditures.

c. The Housing Study fee shall be paid to the DSP in one installment of \$50,000 upon selection of the consultant on or before November 1, 2024. Invoice will include documented fees.

5. SERVICE LEVELS.

The DSP shall continue to provide with the Downtown parking and business improvement area (BID) the same level of services as were provided as of August 1, 2024, and not

otherwise expend BID assessments to service the new geographic area defined in Addendum A.

The City shall continue to provide the BID within the defined geographic area the same level of municipal services as were provided as of August 1, 2024, except as may be otherwise agreed in writing by the parties. The parties recognize that the general level of municipal services provided throughout the City, including the BID, is subject to the annual budget and appropriation processes of the City. The parties also recognize that the City, in its exercise of responsible management, may find it necessary on occasion to make reallocations or shifts of personnel, materials, or other resources, to preserve the health, welfare, and safety of its citizens.

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.

| | |
|---|---|
| <p>DOWNTOWN SPOKANE DEVELOPMENT ASSOCIATION, d/b/a Downtown Spokane Partnership</p> <p>By: _____ <i>(signature)</i></p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Email: _____</p> | <p>CITY OF SPOKANE:</p> <p>By: _____ <i>(signature)</i></p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> |
|---|---|

| | |
|---------------------------------|---|
| ATTEST: <hr/> City Clerk | APPROVED AS TO FORM: <hr/> Assistant City Attorney |
|---------------------------------|---|

Attachments that are part of this Contract Amendment:

- General Terms & Conditions
- ARP- CLFRF CFDA 21-027
- ADDENDUM A: AMENDED CONTRACT SERVICE AREA
- ADDENDUM B: HOUSING STUDY SCOPE OF WORK

ATTACHMENT – ARP/CSLFRF CFDA 21.027 FUNDING

American Rescue Plan (ARP)

Coronavirus State and Local Fiscal Recovery Funds (CSLFRF)

Funding Authority: U.S. Department of Treasury

CFDA# 21.027 – Coronavirus State and Local Fiscal Recovery Funds

The Contractor specifically agrees to comply with all applicable state and federal laws, rules, regulations, requirements, program guidance, including but not limited to the following:

All applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies including, but not limited to:

Nondiscrimination laws and/or policies, and safety and health regulations.

Americans with Disabilities Act (ADA), Age Discrimination Act of 1975,

Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968,

Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92).

Robert T. Stafford Disaster Relief and Emergency Assistance Act (PL 93-288, as amended),

Ethics in Public Services (RCW 42.52),

Covenant Against Contingent Fees (48 CFR Section 52.203-5),

Public Records Act (RCW 42.56),

Prevailing Wages on Public Works (RCW 39.12),

State Environmental Policy Act (RCW 43.21C),

Shoreline Management Act of 1971 (RCW 90.58),

State Building Code (RCW 19.27),

Energy Policy and Conservation Act (PL 94-163, as amended),

Energy Related Building Standards (RCW 19.27A),

Comply with all procurement requirements of 2 CFR Part 200.317 - 200.327. All sole source contracts expected to exceed \$50,000 must be submitted to Spokane City Purchasing for review and approval prior to the award and execution of a contract.

Any contract awarded to the successful Contractor must contain and/or comply with the following procurement provisions in accordance with 2 CFR Part 200.317 - 200.327:

Contractor must maintain a Conflict of Interest Policy consistent with 2 CFR 200.318(c) that is applicable to all activities funded with the award. All potential conflicts of interest related to this award must be reported to Spokane City and/or U.S. Treasury

- Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate;
- Compliance with Executive Order 11246, “Equal Employment Opportunity,” (30 FR 12319, 12935, 3 CFR Part 1964-1965 Comp., p. 339), as amended by Executive Order 11375, as supplemented in Department of Labor regulations (41 CFR Chapter 60);
- For Capital Expenditures that involve the employment of mechanics of laborers: Compliance with the Contract Work Hours and Safety Standards Act (40 USC 3702 and 3704) as supplemented by Department of Labor Regulations (29 CFR Part 5);
- For all contracts in excess of \$100,000 with respect to water, sewer, or broadband that involve the employment of mechanics of laborers: Compliance with the Contract Work Hours and Safety Standards Act (40 USC 3702 and 3704) as supplemented by Department of Labor Regulations (29 CFR Part 5);
- For construction or repair contracts: Compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145) as supplemented by Department of Labor regulations (29 CFR part 3);
- For construction contracts in excess of \$2,000 when required by Federal grant program legislation: Compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5); Davis Bacon Act– Does **not** apply to projects funded **solely** with ARPA/CSLFRF CFDA 21.027 funds. However, if other federal funds are also used for the construction project in addition to FRF, and those federal funds require Davis-Bacon compliance, all prime construction contracts in excess of \$2,000 must follow Davis-Bacon Act;
- For construction contracts in excess of \$100,000 that involve the employment of mechanics and laborers: Compliance with the Contract Work Hours and Safety Standard Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5);
- Compliance with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency
- For contracts in excess of \$150,000: Compliance with all applicable standards, orders or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal

Water Pollution Control Act (33 U.S.C. 1251-1387) as amended;

- Compliance with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act;
- Notice of awarding agency requirements and regulations pertaining to reporting;
- Federal awarding agency requirements and regulations pertaining to copyrights and rights in data;
- Access by Spokane City, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records, sub-agreements, leases, subcontracts, arrangements, or other third-party agreements of any type, and supporting materials related to those records of the Contractor, which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions;
- Retention of all required records for **six years** after Spokane City makes final payment and all other pending matters are closed;
- Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871);
- Notice of awarding agency requirements and regulations governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards (37 C.F.R. Part 401) and the standard patent rights clause (37 C.F.R. section 401.14);
- Compliance with Executive Order 13858 “Strengthening Buy-American Preferences for Infrastructure Projects” as appropriate and to the extent consistent with law; and
- Compliance with 2 C.F.R. § 200.216, prohibitions regarding certain telecommunications and video surveillance services or equipment are mandated by section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115–232 (2018).

Any contract awarded to the successful Contractor must contain and/or comply with the following provisions in accordance with 2 CFR Part 200.332(a) - 200.332(a)(1)-200.332(a)(6) Requirements for pass-through entities:

- Identify as a Subaward (2 CFR 200.332(a));

- Federal Award Identification (2 CFR 200.332(a)(1));
- Terms and conditions from ARP/CLFRF (2 CFR 200.332(a)(2));
- Additional City of Spokane imposed requirements based on risk assessment (2 CFR 200.332(a)(3));
- Indirect cost rate (2 CFR 200.332(a)(4));
- Records access & retention (2 CFR 200.332(a)(5));
- Closeout provisions (2 CFR 200.332(a)(6)).

Any contract awarded to the successful Contractor must contain and/or comply with the following provisions in accordance with 2 CFR Part 200.501(a)-200.501(h) Audit Requirements:

- Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provision of this part (2 CFR 200.501(a));
- Single Audit (2 CFR 200.501(b));
- Program-specific audit election (2 CFR 200.501(c));
- Exemption when Federal awards expended are less than \$750,000(2 CFR 200.501(d));
- Federally Funded Research and Development Centers (2 CFR 200.501(e));
- Subrecipients and contractors (2 CFR 200.501(f));
- Compliance responsibility for contractors (2 CFR 200.501(g));
- For-profit subrecipient (2 CFR 200.501(h)).

Contractor must comply with Executive Orders 12549 and 12689 and 2 C.F.R. Part 180, which restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Contractor must certify that it is not presently debarred, suspended or proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

Contractor must comply with the requirements of 31 U.S.C. § 3729-3733 which prohibits the submission of false or fraudulent claims for payment to the Federal Government. See also 31 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Contractor is required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit

overpayments. See OMB Circular A-129.

Contractor's costs must be compliant with 2 CFR Part 200 Subpart E Cost Principles.

Contractor must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, Member of Congress, an officer, or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning an award, making of any federal grant, federal loan, continuation, renewal, amendment or modification of any federal contract, grant loan, or cooperative agreement, and that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this award, the Contractor will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

In the event of the Contractor's noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy, Spokane City may rescind, cancel, or terminate the contract in whole or in part in its sole discretion. The Contractor is responsible for all costs or liability arising from its failure to comply with applicable laws, regulations, executive orders, OMB Circulars, or policies.

CERTIFICATION

_____ Date

print name and title

General Terms & Conditions

1. CONTRACTING WITH CURRENT OR FORMER CITY EMPLOYEES

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

2. PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

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

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

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

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

3. OWNERSHIP OF DOCUMENTS

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

4. ACCEPTANCE PERIOD

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

5. COSTS TO PROPOSE

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

6. INTERLOCAL PURCHASE AGREEMENTS

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

7. DEBRIEFING OF UNSUCCESSFUL PROPOSERS

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

8. MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

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

9. NONDISCRIMINATION

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

10. BUSINESS REGISTRATION REQUIREMENT

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

11. PAYMENT

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

12. ANTI-KICKBACK

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

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

13. DISPUTES

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

14. TERMINATION

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

15. LIABILITY

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

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

16. INSURANCE COVERAGE

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

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

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

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

SPECIFIC GRANT RELATED LANGUAGE

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

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

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

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

18. CERTIFICATION REGARDING LOBBYING

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

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

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

19. DOMESTIC PREFERENCE

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

20. CLEAN AIR ACT

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

21. CONFORMANCE WITH FEDERAL, STATE, AND LOCAL LAWS

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

22. MAINTENANCE OF RECORDS

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

23. CONFERENCE ROOMS

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

24. AMERICANS WITH DISABILITIES ACT INFORMATION (ADA)

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

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

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

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

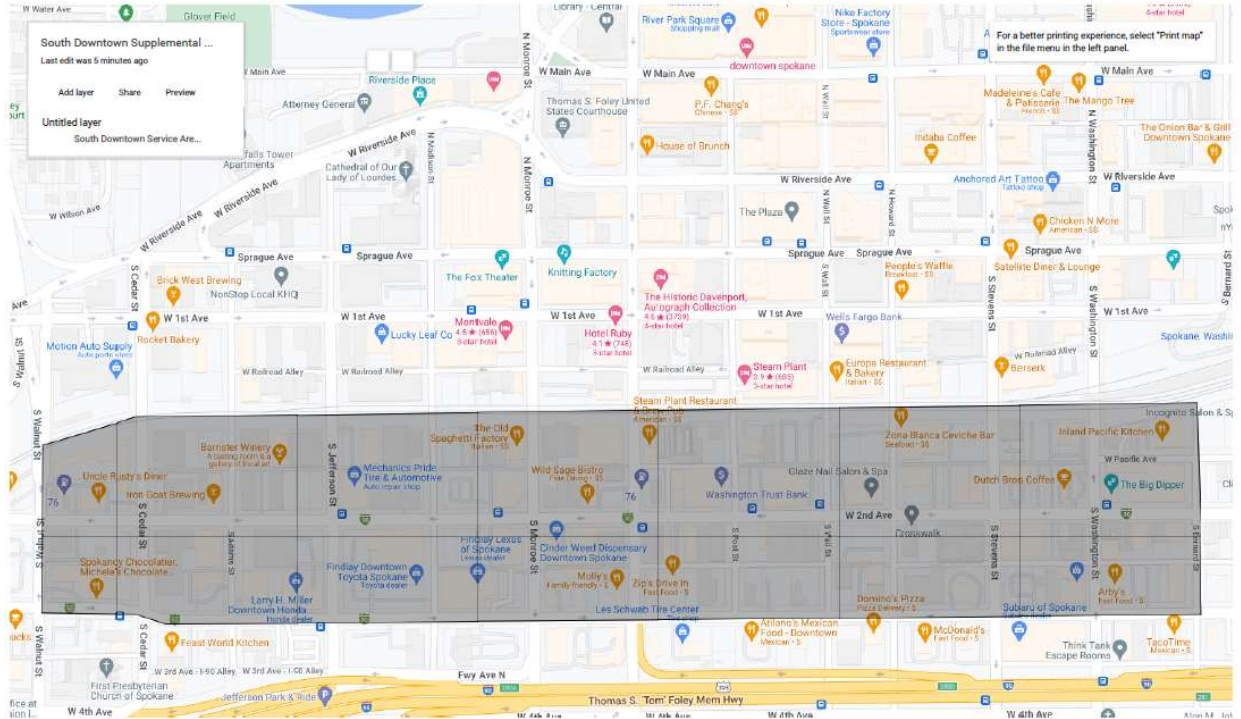
25. TITLE VI STATEMENT

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

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

ADDENDUM A: AMENDED CONTRACT SERVICE AREA

The area shaded in grey below shall receive supplemental services outlined in the amended contract. This area includes the east side of Walnut (only) from the BNSF viaduct to the south side of 3rd Avenue to the east side of Bernard Street (both sides of the street). All downtown BNSF viaducts from Walnut to Browne Street are included in this service area, cleaning frequency is dependent on clear rights-of-ways.





DOWNTOWN SPOKANE PARTNERSHIP

REQUEST FOR QUOTES: STRATEGIC POLICY DEVELOPMENT SERVICES

The Downtown Spokane Partnership (DSP) has initiated a Request for Quotes (RFQ) process to identify a qualified consultant to guide and execute an evaluation of the downtown housing market and a strategic policy development process to enhance the growth of its residential market. The DSP seeks a consultant with a deep understanding of urban housing development, housing policy and economics, and proven success in strategic planning.

Timeline:

| | |
|-----------------------------|-----------------|
| RFQ Issued | August 5, 2024 |
| Deadline for Responses | August 16, 2024 |
| Contract Award/Notification | September 2024 |

Background

The DSP serves as the leading advocate for the creation of a dynamic, vibrant, livable and sustainable downtown as the basis of an economically healthy region. The DSP is a member-based, not-for-profit organization with more than 100 members, representing a variety of business sectors including real estate, banking/finance, law, transportation, insurance, communications, energy, and tourism. The DSP's members are committed to creating a vital and vibrant urban core for the second largest city in the State of Washington.

Downtown Spokane has seen major renewal beginning in the late 1990s with billions of dollars in public and private investment reversing the preceding two decades of decline in the regional urban core of Eastern Washington. Investments in hospitality, retail and entertainment have propelled growth in those sectors while downtown Spokane remained a major employment center. During the COVID-19 pandemic and in the years since, downtown Spokane's office market has declined considerably as vacancy rates have jumped back to all-time highs close to an estimated 20%. While destination and recreation experiences have excelled and the office market has declined, downtown's residential market has lagged in comparison to similar downtowns in the western US. Restoring a strong and vibrant downtown Spokane will require adequate housing supply alongside thriving retail, commercial and lifestyle amenities.

While recent advocacy by the DSP has supported progress in the implementation of new incentives, reduced regulations and fees, and more generally in educating policy makers on the need to maximize downtown's potential as a residential center, Spokane continues to desperately need more housing – in particular in its urban core. The DSP has taken a preeminent role in advocating for policies at the local and state level that foster residential growth in downtown and is now working with the City of Spokane to build policies and opportunities to create more places for people to live.

Deliverables

The DSP seeks a consultant to produce a downtown housing evaluation and action plan that includes:

- 1. Current housing stock assessment:** Evaluate the current housing inventory and complete assessment of downtown's current housing by type and quantity based on a variety of



DOWNTOWN SPOKANE PARTNERSHIP

information sources including a recently updated housing inventory completed by the DSP with support of the City of Spokane.

2. **Development targets:** Assess housing gaps and determine missing quantity and ratio of housing – by type – downtown needs to develop to be a thriving urban district, with goals identified for the next 5, 10 and 15 years. This may include focus groups, workshops and/or 1-on-1 meetings where the DSP will support coordination.
3. **Action Plan:**
 - Assess economic and policy factors that are currently hindering residential development in downtown.
 - Identify and inventory useful incentives and specialty economic zones (state and federal historic tax credits, tax increment finance districts, new market tax credits, opportunity zones, etc) to foster further residential development.
 - Recommend opportunities to expand and/or enhance existing policies, repeal prohibitive policies and/or adopt new policies that can support achieving development targets.
 - Provide recommendations from case studies of similar downtowns that have maximized residential growth and sustained residential populations.
4. **Downtown amenities assessment:** Assess the residential population size and other demographic metrics (e.g. area median income) the study district needs to attract urban residential amenities to accelerate growth of residential attractiveness.
5. **Opportunity sites:** Identify, assess and prioritize the most viable candidate sites for new residential/mixed use development and conversion of office to residential.

Submission Requirements

Respondents should provide a brief description of your organization and experience doing this kind of work. Responses should be structured into deliverable and consider the specific activities, time and budget Includes:

- **Summary:** Provide a brief description of recommended approach, activities, including outcomes.
- **Scope of Work:** Include high-level approach and outline activities.
- **Timeline:** Include milestones and key deliverables, including outreach meetings and final presentations.
- **Budget:** Identify total cost, including labor and indirect expenses.
- **Additional Information:** Any other information deemed important, but not specifically required elsewhere.
- **Experience:** Include at least one relevant example of prior experience with reference contact.

Considerations

Work will begin upon selection of the consultant and completed by early 2025. Final deliverables should include a separate public-facing document and should consider mechanisms for staff and stakeholder involvement and deliverables that ensure ongoing monitoring and evaluation to measure progress and make adjustments based on changing conditions.

A review panel of the DSP Board's Housing and Strategic Development Committee will review all



DOWNTOWN SPOKANE

PARTNERSHIP

responses. In evaluating, the price will not be the sole factor. The review panel may consider any factors it deems necessary and proper, including but not limited to price, quality of service, response to this request, experience, staffing, and general reputation. Respondents with experience working with downtown associations and/or local government are preferred. The respondent shall not discriminate because of race, creed, color, religion, sex, criminal record older than seven years (other than convictions for crimes of dishonesty or sexual assault) or national origin, nor otherwise commit an unfair employment practice and shall make a good faith effort to utilize minority business enterprises and women-owned business enterprises. The DSP reserves the right to reject all quotes or portions thereof. All respondents will receive written notification of the the DSP's decision regarding their quote, and an announcement of the award will be posted on the DSP website.

Submission

Submit all questions and proposals by 5PM on Friday, August 16, 2024 in PDF format via email to:
Andrew Rolwes, Downtown Spokane Partnership

arolwes@downtownspokane.org

Questions

All questions should be submitted via email no later than 5PM on August 12 to Andrew Rolwes at arolwes@downtownspokane.org and Kevin Campbell at kcampbell@downtownspokane.org.

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 08/26/2024**Committee Agenda type:** Discussion**Date Rec'd**

8/9/2024

Clerk's File #**Cross Ref #****Project #****Council Meeting Date:** 09/16/2024**Submitting Dept**

ACCOUNTING & GRANTS

Bid #**Contact Name/Phone**

MICHELLE 625-6320

Requisition #**Contact E-Mail**

MMURRAY@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Council Sponsor(s)

MCATHCART BWILKERSON ZZAPPONE

Agenda Item Name

5600 - MULTICULTURAL CENTERS GRANT AWARDS

Agenda Wording

Per Ordinance C36246 City Council previously allocated \$1,000,000 of ARPA funding to provide support for multicultural centers. This Resolution will list who has been awarded supportive funds.

Summary (Background)

The City of Spokane published a Notice of Funding application to solicit applications from community serving organizations for capital campaign expenses. This Notice of Funding application closed on Friday June 28th 2024 with 13 applications received. Applications were scored and resulted in the City Administration recommending awards of \$100,000 each to 9 community organizations that qualified for the funding.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 900,000

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

This funding is from ARPA dollars as allocated by the City Council per Ord C 36246. These funds need to be under contract by December 31, 2024 and spent by December 31,2026.

Amount**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

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\$

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Committee Agenda Sheet

Finance & Administration Committee

| | | | | | | | | | | | | | | | | | | | | | |
|---|---|---|------------|---|-----------|--------------------|-----------|-----------------|-----------|---|-----------|---|-----------|--------------------------|-----------|----------|-----------|---------|-----------|--------------|------------------|
| Committee Date | August 26, 2024 | | | | | | | | | | | | | | | | | | | | |
| Submitting Department | Accounting & Grants | | | | | | | | | | | | | | | | | | | | |
| Contact Name | Michelle Murray | | | | | | | | | | | | | | | | | | | | |
| Contact Email & Phone | mmurray@spokanecity.org ; 625-6320 | | | | | | | | | | | | | | | | | | | | |
| Council Sponsor(s) | CM Cathcart, CP Wilkerson, CM Zappone | | | | | | | | | | | | | | | | | | | | |
| Select Agenda Item Type | <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes | | | | | | | | | | | | | | | | | | | | |
| Agenda Item Name | Multicultural Centers Grant Awards | | | | | | | | | | | | | | | | | | | | |
| Proposed Council Action | <input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only | | | | | | | | | | | | | | | | | | | | |
| Summary (Background) | <p>Per Ordinance C36246 City Council previously allocated \$1,000,000 of ARPA funding to provide support for multicultural centers.</p> <p>*use the Fiscal Impact box below for relevant financial information</p> <p>The City of Spokane published a Notice of Funding application to solicit applications from community serving organizations for capital campaign expenses. This Notice of Funding application closed on Friday June 28th 2024 with 13 applications received. Applications were scored and resulted in the City Administration recommending awards of \$100,000 each to 9 community organizations that qualified for the funding as follows:</p> <table style="width: 100%; border: none;"> <tr> <td>APIC Spokane dba Asians for Collective Liberation</td> <td style="text-align: right;">\$ 100,000</td> </tr> <tr> <td>HBPA dba Nuestras Raices Centro Community</td> <td style="text-align: right;">\$100,000</td> </tr> <tr> <td>Latinos En Spokane</td> <td style="text-align: right;">\$100,000</td> </tr> <tr> <td>Manzanita House</td> <td style="text-align: right;">\$100,000</td> </tr> <tr> <td>Martin Luther King Jr. Family Outreach Center</td> <td style="text-align: right;">\$100,000</td> </tr> <tr> <td>Multi-Ethnic Business Association dba AHANA</td> <td style="text-align: right;">\$100,000</td> </tr> <tr> <td>Salish School of Spokane</td> <td style="text-align: right;">\$100,000</td> </tr> <tr> <td>Spectrum</td> <td style="text-align: right;">\$100,000</td> </tr> <tr> <td>Terrain</td> <td style="text-align: right;">\$100,000</td> </tr> <tr> <td>Total</td> <td style="text-align: right;">\$900,000</td> </tr> </table> | APIC Spokane dba Asians for Collective Liberation | \$ 100,000 | HBPA dba Nuestras Raices Centro Community | \$100,000 | Latinos En Spokane | \$100,000 | Manzanita House | \$100,000 | Martin Luther King Jr. Family Outreach Center | \$100,000 | Multi-Ethnic Business Association dba AHANA | \$100,000 | Salish School of Spokane | \$100,000 | Spectrum | \$100,000 | Terrain | \$100,000 | Total | \$900,000 |
| APIC Spokane dba Asians for Collective Liberation | \$ 100,000 | | | | | | | | | | | | | | | | | | | | |
| HBPA dba Nuestras Raices Centro Community | \$100,000 | | | | | | | | | | | | | | | | | | | | |
| Latinos En Spokane | \$100,000 | | | | | | | | | | | | | | | | | | | | |
| Manzanita House | \$100,000 | | | | | | | | | | | | | | | | | | | | |
| Martin Luther King Jr. Family Outreach Center | \$100,000 | | | | | | | | | | | | | | | | | | | | |
| Multi-Ethnic Business Association dba AHANA | \$100,000 | | | | | | | | | | | | | | | | | | | | |
| Salish School of Spokane | \$100,000 | | | | | | | | | | | | | | | | | | | | |
| Spectrum | \$100,000 | | | | | | | | | | | | | | | | | | | | |
| Terrain | \$100,000 | | | | | | | | | | | | | | | | | | | | |
| Total | \$900,000 | | | | | | | | | | | | | | | | | | | | |
| Fiscal Impact | | | | | | | | | | | | | | | | | | | | | |
| Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$900,000</u> Current year cost: Subsequent year(s) cost: | | | | | | | | | | | | | | | | | | | | | |
| Narrative: <u>This funding is from ARPA dollars as allocated by the City Council per Ord C 36246. These funds need to be under contract by December 31, 2024 and spent by December 31,2026.</u> | | | | | | | | | | | | | | | | | | | | | |
| Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Grant Is this funding source sustainable for future years, months, etc? These are one time funds | | | | | | | | | | | | | | | | | | | | | |
| Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A | | | | | | | | | | | | | | | | | | | | | |

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

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

- What impacts would the proposal have on historically excluded communities? N/A funding is provided to qualified community serving organizations for the purpose of a capital campaign.
- 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 funds are provided for capital campaign expenses.
- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?
N/A This is for capital campaign expenses
- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?
This work is consistent with Council's allocation of ARPA allocation and is one time funding.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not. Funds were allocated by recommendation of the ARPA Committee.

RESOLUTION NO. 2024-_____

A resolution approving grants for multicultural centers as funded by the American Rescue Plan Act (ARPA).

WHEREAS, Congress enacted, and the President signed into law, the American Rescue Plan Act ("ARPA"), which will provide over \$80 million to the City of Spokane to help the City, its residents, businesses, nonprofits, and affected industries recover from the ongoing public health and economic emergency; and

WHEREAS, on August 1, 2022 the City Council adopted Ordinance C36246, thereby allocating \$1,000,000 of ARPA funding to provide support for multicultural centers; and

WHEREAS, consistent with Ordinance C36246, the City of Spokane solicited applications from community serving organizations for capital campaign and planning expenses, and the application period closed June 28, 2024; and

WHEREAS, the City received 13 applications in response to the solicitation, and based on the administrative review of those applications, the administration is recommending awards of \$100,000 each to nine community organizations that qualified for the funding; and

WHEREAS, federal rules relating to the use of ARPA funds require that the foregoing awards be memorialized in contracts with the foregoing community organizations no later than December 31, 2024 and entirely spent by said organizations no later than December 31, 2026; and

WHEREAS, time is of the essence and ordinary council review and approval of individual awards on an individual basis is likely to delay preparation and execution of many of the necessary documents beyond December 31, 2024, and therefore the City Council desires to express approval for the awards in a single resolution,

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Spokane approves the award of ARPA funds to the following community organizations, each award equal to \$100,000, to be used for capital planning:

- APIC Spokane dba Asians for Collective Liberation,
- HBPA dba Nuestras Raices Centro Community,
- Latinos En Spokane,
- Manzanita House,

- Martin Luther King Jr. Family Outreach Center,
- Multi-Ethnic Business Association dba AHANA,
- Salish School of Spokane,
- Spectrum,
- Terrain; and

BE IT FURTHER RESOLVED, the City Council approves of the administration moving forward with each of the foregoing community organizations to prepare and execute relevant documents and contracts necessary to finalize and implement the awards, consistent with existing City and ARPA funding guidelines, all without further review by the City Council.

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

City Clerk

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 08/26/2024

Committee Agenda type: Information Only

Date Rec'd

8/15/2024

Clerk's File #

Cross Ref #

Project #

Council Meeting Date:

Submitting Dept

FINANCE, TREASURY & ADMIN

Bid #

Contact Name/Phone

DANIELLE 625-6389

Requisition #

Contact E-Mail

DLARNOLD@SPOKANECITY.ORG

Agenda Item Type

Information Only - Committee

Council Sponsor(s)

MCATHCART BWILKERSON ZZAPPONE

Agenda Item Name

0410 - PUBLIC RECORDS REQUEST PERFORMANCE AUDIT UPDATE

Agenda Wording

The Internal Audit Office (IAO) and Performance Management Office (PMO) have been tasked with conducting a Performance Audit of the Public Records Request process for the City and will be providing a status update

Summary (Background)

The Internal Audit Office (IAO) and Performance Management Office (PMO) have been tasked with conducting a Performance Audit of the Public Records Request process for the City and will be providing a status update

Lease? NO Grant related? NO Public Works?

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

Amount

Budget Account

| | | |
|--------|----|---|
| Select | \$ | # |
| Select | \$ | # |
| Select | \$ | # |
| Select | \$ | # |
| | \$ | # |
| | \$ | # |

Committee Agenda Sheet

Finance & Administration Committee

| | |
|--|---|
| Committee Date | August 26, 2024 |
| Submitting Department | Finance Department |
| Contact Name | Danielle Arnold |
| Contact Email & Phone | dlarnold@spokanecity.org , 509-625-6389 |
| Council Sponsor(s) | <u>Cathcart, Wilkerson, Zappone</u> |
| Select Agenda Item Type | <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5-10 minutes |
| Agenda Item Name | Public Records Request Performance Audit Update |
| Proposed Council Action | <input type="checkbox"/> Approval to proceed to Legislative Agenda <input checked="" type="checkbox"/> Information Only |
| Summary (Background) | <p>*use the Fiscal Impact box below for relevant financial information</p> <p>The Internal Audit Office (IAO) and Performance Management Office (PMO) have been tasked with conducting a Performance Audit of the Public Records Request process for the City and will be providing a status update.</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>Click or tap here to enter text.</u></p> <p> Current year cost: N/A</p> <p> Subsequent year(s) cost: N/A</p> <p>Narrative: <u>This item is an informational topic and does not have a fiscal impact. IAO will be providing a brief status update on the Performance Audit on Public Records Requests.</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? <u>Click or tap here to enter text.</u></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) <u>This item is an informational topic and does not have a fiscal impact. IAO will be providing a brief status update on the Performance Audit on Public Records Requests.</u></p> | |
| <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> | |

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

Public Records Request Performance Audit Update

Finance and Administration Committee – August 26, 2024

Presented by Danielle Arnold, Compliance/Tax Auditor



City Project Management Office & Internal Audit Office



Safer
Smarter
Healthier

Public Records Request Performance Audit

- The Project Management Office (PMO) and the Internal Audit Office (IAO) were tasked on June 10th to gain an understanding of the City's response to Public Records and determine if there were opportunities for improvement within the process.
 - PMO is focusing on the Spokane Police Department
 - IAO is focusing on the City Clerk's Office
- IAO will coordinate the project and produce an audit report with recommendations

Public Records Request Performance Audit

- PMO and IAO have established the following objectives:
 - Gain an understanding of the current Public Record Requests subject to RCW 42.56.520
 - Compile data from GovQA to determine if State requirements are being met
 - Establish benchmarks against other Cities when applicable
 - Determine if there are areas for improvement and provide recommendations

Public Records Request Performance Audit

- As of today, the following progress has been made:
 - PMO has conducted initial interviews with the Spokane Police Department
 - PMO has begun analyzing the GovQA Data
 - IAO has conducted initial interviews with City Clerk's Office
 - IAO has conducted initial interviews with Information Technology
- No conclusions or recommendations have been formalized

| | Annual Totals | |
|-----------------------|------------------------|--------------|
| | 2023 | 2024* |
| City Clerk | 1,797 | 1,167 |
| Spokane Police | 6,542 | 3,830 |
| | <u>8,339</u> | <u>4,997</u> |
| | Monthly Average | |
| | 2023 | 2024* |
| City Clerk | 150 | 167 |
| Spokane Police | 545 | 547 |
| | <u>695</u> | <u>714</u> |

*January through July only



Public Records Request Performance Audit

Questions?

Contacts

- Danielle Arnold, Compliance/Tax Auditor
 - dlarnold@spokanecity.org
- Dusty Fredrickson, Principal Project Manager
 - dfredrickson@spokanecity.org



**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 08/26/2024**Committee Agenda type:** Discussion**Date Rec'd**

8/14/2024

Clerk's File #**Cross Ref #****Project #****Council Meeting Date:** 09/16/2024**Submitting Dept**

FINANCE, TREASURY & ADMIN

Bid #**Contact Name/Phone**

MATT BOSTON 625-6820

Requisition #**Contact E-Mail**

MBOSTON@SPOKANECITY.ORG

Agenda Item Type

Special Budget Ordinance

Council Sponsor(s)

MCATHCART BWILKERSON ZZAPPONE

Agenda Item Name

0410 - SBO SPD SSP TERMINATION PAY

Agenda Wording

COS offered an early retirement incentive to Guild and Lieutenants & Captains members recently. The offer incentivized retiring in 2024 and 19 employees were approved to do so. Termination pay for these 19 employees is calculated to be \$1,627,100.

Summary (Background)

It is requested that ARPA interest earnings of \$1,224,512.54 be transferred to the Police department budget to fund these payouts. The difference will be covered by salary savings. Additionally, this SBO is correcting an oversight made on Council's ARPA re-allocation SBO (C36520) wherein the \$550,000 allocated to Criminal Justice Services was not properly transferred to that department's budget.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? NO

Total Cost \$ 1,774,512.54

Current Year Cost \$ 1,774,512.54

Subsequent Year(s) Cost \$ 0

Narrative

This is a one-time budget adjustment

Amount**Budget Account**

Expense \$ 1,224,512.54

1425-XXXXX-97101-80101-XXXXX

Revenue \$ 1,774,512.54

0XX0-XXXXX-99999-39719-99999

Expense \$ 1,224,512.54

0680-11150-21250-512X0-99999

Expense \$ 550,000

0690-16100-23300-51001-99999

\$

#

\$

#

Council Briefing Paper

Finance & Administration Committee

| | |
|---|--|
| Committee Date | August 26, 2024 |
| Submitting Department | Finance |
| Contact Name | Matt Boston |
| Contact Email & Phone | mboston@spokanecity.org 509-625-6820 |
| Council Sponsor(s) | Cathcart, Wilkerson, Zappone |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Discussion Time Requested: 5min |
| Agenda Item Name | Special Budget Ordinance – SPD SSP Termination Pay |
| Grant Item | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| Proposed Council Action | <input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda |
| Summary What is the specific purpose or need for the budget adjustment? What changes or developments have triggered this request? | <p>COS offered an early retirement incentive to Guild and Lieutenants & Captains members recently. The offer incentivized retiring in 2024 and 19 employees were approved to do so. At retirement, these employees will receive termination pay wherein compensated absence leave banks will be paid out at applicable thresholds for vacation, sick, and comp time. Termination pay for these 19 employees is calculated to be \$1,627,100. The Police department does not have this included in its current budget.</p> <p>It is requested that ARPA interest earnings of \$1,224,512.54 be transferred to the Police department budget to fund these payouts. The difference will be covered by salary savings.</p> <p>Additionally, this SBO is correcting an oversight made on Council’s ARPA re-allocation SBO (C36520) wherein the \$550,000 allocated to Criminal Justice Services was not properly transferred to that department’s budget.</p> |
| Fiscal Impact Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$1,774,512.54</u> Current year cost: \$1,774,512.54 Subsequent year(s) cost: N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Reserves Is this funding source sustainable for future years, months, etc? N/A, these are one-time budget adjustments. 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 are the net impacts this adjustment will have on the specifically affected line items? | |

SPD will be funded to pay out the associated termination pay that comes with early retirement. Criminal Justice Services will finally receive the budget needed to fund several positions.

- What operational changes will occur because of this adjustment?

19 SPD employees will retire. 11 CJS employees will remain employed.

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

Termination payouts will continue no matter what and if not partially funded by ARPA interest earnings, General Fund unappropriated fund balance will be reduced. The same goes for the CJS SBO correction.

- 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 SBO aligns with the SPD SSP MOU and the ARPA reallocation SBO.

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

This SBO doesn't address any inequities.

ORDINANCE NO _____

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

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

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

The City of Spokane does ordain:

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

- 1) Increase appropriation by \$1,224,512.54.
- A) Of the increased appropriation, \$1,224,512.54 is provided solely for an operating transfer-out to the General Fund.

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

- 1) Increase revenue by \$1,774,512.54.
 - A) Of the increased revenue, \$1,224,512.54 is provided solely for an operating transfer-in from the American Rescue Plan Fund in the Police department.
 - B) Of the increased revenue, \$550,000 is provided solely for an operating transfer-in from the American Rescue Plan Fund in the Community Justice Services department.
- 2) Increase appropriation by \$1,774,512.54.
 - A) Of the increased appropriation, \$665,013.54 is provided solely for terminated sick leave pay in the Police department.
 - B) Of the increased appropriation, \$559,499 is provided solely for terminated vacation leave pay in the Police department.
 - C) Of the increased appropriation, \$550,000 is provided solely for base wages in the Community Justice Services department.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to fund terminated pay for early SPD retirees and correct a previous ARPA allocation, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

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
- Tourism and Cultural Investment Committee 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:** 08/26/2024

Committee Agenda type: Consent

Date Rec'd 8/6/2024

Clerk's File #

Cross Ref #

Project #

Council Meeting Date: 09/09/2024

| | | | |
|---------------------------|--|----------------------|--------------|
| Submitting Dept | FACILITIES MANAGEMENT | Bid # | IPWQ 6180-24 |
| Contact Name/Phone | DAVE STEELE 625-6064 | Requisition # | CR 26576000 |
| Contact E-Mail | DSTEELE@SPOKANECITY.ORG | | |
| Agenda Item Type | Contract Item | | |
| Council Sponsor(s) | MCATHCART BWILKERSON ZZAPPONE | | |
| Agenda Item Name | 5900 FACILITIES WEST CENTRAL COMMUNITY CENTER WINDOW | | |

Agenda Wording

The Facilities Department in partnership with the CHHS Department and the West Central Community Center has selected a contractor (Shawn Cole construction Inc.) to complete the replacement of failed window glazing at the Community Center.

Summary (Background)

The Facilities Department in partnership with the CHHS Department and the West Central Community Center has selection Shawn Cole Construction Inc. to complete the replacement of failed window glazing at West Central Community Center. This work was identified in the Facility Assessment completed in early 2024, as an immediate need. The low bid before sales tax was \$73,301. We are requesting an administrative reserve of 10% for \$7,330.10 be approved also.

Lease? NO Grant related? YES Public Works? YES

Fiscal Impact

| | |
|----------------------------------|--------------|
| Approved in Current Year Budget? | YES |
| Total Cost | \$ 87,228.19 |
| Current Year Cost | \$ 87,228.19 |
| Subsequent Year(s) Cost | \$ 0 |

Narrative

One time ARPA funding Base bid \$73,301 plus applicable sales tax of \$6,597.09 plus 10% administrative reserve \$7330.10 for a total of \$87,228.19

| Amount | Budget Account |
|----------------------|--------------------------------|
| Expense \$ 87,228.19 | # 1425-88153-94000-56301-97243 |
| Select \$ | # |
| Select \$ | # |
| Select \$ | # |
| \$ | # |
| \$ | # |

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 | West Central Community Center – Window Replacement |
| Summary (Background) *Use the Fiscal Impact box below for relevant financial information | <p>The Facilities Department in partnership with the CHHS Department & the West Central Community Center has selected a contractor (Shawn Cole Construction) to complete the replacement of failed window glazing at the Community Center. This work was identified in the Facility Assessment completed in early 2024 as an immediate need.</p> <p>The low bid before applicable sales tax was \$73,301. We are asking for a 10% administrative reserve in the amount of \$7,330.10 also be approved.</p> |
| Proposed Council Action | Contract approval |
| Fiscal Impact | |
| Total Expense: | \$ 80,631 plus Applicable Tax |
| Base bid: | \$ 73,301 |
| Administrative Reserve (10%) | \$ 7,330 |
| Total | \$ 80,631 plus Applicable Tax |
| Approved in current year budget? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |
| Funding Source | <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A |
| Specify funding source: ARPA <u>1425-88153-94000-56301-97243</u> | |
| Expense Occurrence | <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A |
| 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

Bid Response Summary

Bid Number IPWQ 6180-24
Bid Title West Central Community Center - Multiple window glazing Replacements - single floor (ARPA)
Due Date Tuesday, July 16, 2024 3:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company Shawn Cole Construction, INC.
Submitted By shawn@shawncoleconstruction.com shawn@shawncoleconstruction.com - Tuesday, July 16, 2024 2:49:20 PM [(UTC-08:00) Pacific Time (US & Canada)]
 shawn@shawncoleconstruction.com

Comments

Question Responses

| Group | Reference Number | Question | Response |
|---|---------------------------------|---|--------------------------------|
| PRE-BID MEETING - MANDATORY | | | |
| | 1. MANDATORY Pre-Bid Meeting | A MANDATORY pre-bid meeting will be held on Tuesday, July 9th, 2024 at 9:00 am at the West Central Community Center, 1603 N Belt Street., Spokane WA 99205. Only those vendors who attend the Mandatory Pre-Bid Conference will be able to bid on this project. | I acknowledge and I understand |
| SECTION I. QUOTE PREPARATION AND EVALUATION | | | |
| | 1. QUOTE PREPARATION | Quotes shall be prepared electronically through the City's ProcureWare site. | I acknowledge and agree |
| | 2. SUBMISSION OF QUOTES | Quotes shall be submitted electronically through the City's ProcureWare site by 3:00 pm on Tuesday, July 16, 2024. | I acknowledge and agree |
| | 3. CONTRACTOR'S REPRESENTATIONS | The Contractor by making its Quote 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 |
| | | | |

| | | |
|---------------------------------|---|--------------------------------|
| <p>4. QUALIFICATION</p> | <p>Prior to the award of contract, the Contractor shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the Work, unless waived by the City.</p> | <p>I acknowledge and agree</p> |
| <p>5. AWARD OF CONTRACT</p> | <p>Award of contract, when made by the City, will be to the low responsive-responsible contractor. Unsuccessful firms will not automatically be notified of results.</p> | <p>I acknowledge and agree</p> |
| <p>6. PAYMENT</p> | <p>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.</p> | <p>I acknowledge and agree</p> |
| <p>7. REJECTION OF QUOTES</p> | <p>The City reserves the right to reject any or all Quotes, to waive minor deviations from the specifications, to waive minor informalities in the Quote process whenever it is in the City's best interest, and to accept or reject all or part of this Request for Quotes, at the prices shown.</p> | <p>I acknowledge and agree</p> |
| <p>8. REGISTERED CONTRACTOR</p> | <p>The Contractor shall be a Washington State registered or licensed Contractor at time of Quote submittal.</p> | <p>I acknowledge and agree</p> |
| | | |

9. PUBLIC WORK
REQUIREMENTS

The scope of work ("Work") for this Project constitutes a public work under state law. Contractors are warned to take into consideration statutory legal requirements, particularly, the payment of State prevailing wages, securing of a payment/performance bond from a Surety, and sales tax implications in making their Bids. As of July 1, 2019, contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020.

I acknowledge and agree

10. CERTIFICATION
OF COMPLIANCE
WITH WAGE
PAYMENT
STATUTES

Before award of a Public works contract, the bidder under consideration for award of a public works project must submit to the public agency a sworn statement that they have not willfully violated wage payment laws within the past three years in order to be considered a responsible bidder. (See RCW 39.04.350 as modified by SSB 5301, Laws of 2017, ch. 258.). This form is titled "Certification of Compliance with Wage Payment Statutes". This form must be submitted upon request by City.

I acknowledge and agree

| | | |
|--|---|--|
| <p>11. BUSINESS REGISTRATION REQUIREMENT</p> | <p>Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid business registration. The Vendor shall be responsible for contacting the State of Washington Business License Services at http://bls.dor.wa.gov or 1-800-451-7985 to obtain a business registration. If the Vendor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.</p> | <p>I acknowledge and agree</p> |
| <p>MISCELLANEOUS DOCUMENTATION UPLOAD</p> | <p>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.</p> | |
| <p>ARPA FUNDING</p> | | |
| <p>**</p> | <p>This project is funded by funds received through the United States Department of Treasury under the American Rescue Plan (ARP/Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) – Catalog of Federal Domestic Assistance (CFDA) number 21.027. Submitting a proposal indicates acceptance of all requirements listed within ARP/CSLFRF CFDA 21.027 Funds document.</p> | <p>YES</p> |
| <p>1. General Terms & Conditions</p> | <p>I have read, understand and agree with the general terms & conditions in the Documents section of this project.</p> | <p>Yes</p> |
| <p>2. ARP-CLERF Form</p> | <p>Print, sign and upload the ARP_CLERF Form in the Documents section of this project.</p> | <p>ATTACHMENT A- ARP-CLFRF CFDA 21.027 FUNDING (1).pdf</p> |
| | | |

| | | |
|--|--|--------------------------|
| 3. ARPA Debarment Certification | I have read the ARPA Debarment Certification in the Documents tab and understand that If awarded this contract I will be required to sign this document. | Yes |
| SECTION II. GENERAL REQUIREMENTS | | |
| 1. SCOPE OF WORK | Contractor shall be responsible for all permits, permit submittals, tools labor, materials, equipment, transport, safety measures, proper handling and disposal / recycling of all debris to complete the removal of existing glazing and installation of new glazing to complete this work. | I acknowledge and agree |
| 1. Scope of Work | -Contractor shall provide and install glazing for 10 openings totaling approximately 650 S.F. to match existing commercial office windows and | I understand and I agree |
| 1. Scope of Work | -Contractor shall match all colors, tints, reflectivity, coatings, etc. to existing. | I understand and I agree |
| 1. Scope of Work | -Contractor shall submit samples of glazing & materials for Facilities approval prior to installation of any materials. | I understand and I agree |
| 1. SCOPE OF WORK | -Contractor shall be responsible for field verifying all dimensions | I understand and I agree |
| 1. SCOPE OF WORK | -Contractor shall protect all existing interior and exterior finishes during all phases of this work. | I understand and I agree |
| 1. SCOPE OF WORK | -Contractor shall be required to submit a detailed work plan prior to pre-construction walkthrough for review, revision, and approval by City Facilities. | I understand and I agree |
| a. EQUIPMENT DELIVERY TIMELINE | What is the delivery timeline for the equipment needed for this project? | 4-16 weeks. |
| | | |

| | | |
|---|---|--------------------------------|
| <p>2. COMPLETION TIME</p> | <p>All Work under the contract shall be started within ten (10) days after receipt of the Notice to Proceed to substantially complete the specified work within six (6) months of the Notice to Proceed date.</p> | <p>I acknowledge and agree</p> |
| <p>3. LIQUIDATED DAMAGES</p> | <p>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 (\$0.0) dollars for each and every working until the work is satisfactorily completed. Which is a reasonable forecast of the damages likely to occur if Works is unfinished by the completion date.</p> | <p>I acknowledge and agree</p> |
| <p>4. INTENT OF SPECIFICATIONS</p> | <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> | <p>I acknowledge and agree</p> |
| <p>6. WASHINGTON STATE RETAIL SALES TAX</p> | <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> | <p>I acknowledge and agree</p> |
| | | |

| | | |
|---|---|--------------------------------|
| <p>6. WASHINGTON STATE RETAIL SALES TAX</p> | <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> | <p>I acknowledge and agree</p> |
| <p>7. PERMITS</p> | <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> | <p>I acknowledge and agree</p> |
| <p>8. 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>9. 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>10. 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>10. 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>10. 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></p> | <p></p> | <p></p> |

| | | |
|----------------------|--|--------------------------------|
| <p>10. 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>10. 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>10. INSURANCE</p> | <p>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.</p> | <p>I acknowledge and agree</p> |

11. 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

12. PREVAILING WAGES - LOCAL AND STATE ASSISTED CONSTRUCTION.

A. The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of RCW 39.12 and the rules and regulations of the Washington State Department of Labor and Industries (L&I).

I acknowledge and I agree

| | | |
|--|--|----------------------------------|
| <p>12. PREVAILING WAGES - LOCAL AND STATE ASSISTED CONSTRUCTION.</p> | <p>B. The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries: https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/ Based on the Quote submittal deadline for this Project, the applicable effective date for State prevailing wages for this Project is July 16, 2024.</p> | <p>I acknowledge and I agree</p> |
| <p>12. PREVAILING WAGES - LOCAL AND STATE ASSISTED CONSTRUCTION.</p> | <p>C. If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid State prevailing journeyman wages.</p> | <p>I acknowledge and I agree</p> |
| <p>13. RETAINAGE</p> | <p>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:</p> | <p>I acknowledge and I agree</p> |
| | | |

| | | |
|-------------------------------------|--|---------------------------|
| 13. 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 |
| SECTION III. TECHNICAL REQUIREMENTS | | |
| Section A - General | <p>Scope of Work is located in the Section II - General Requirements above - Acknowledging here means you have read and agree with said information. If you do not agree with said information, please list the items you do not agree with in the next field.</p> | I understand and I agree |
| 2 | <p>If you do not agree with anything listed in the information listed above - please list that information here.</p> | |
| 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 | SHAWNCC008MC |
| CONTRACTOR RESPONSIBILITY | U.B.I. Number | 601-991-825 |
| CONTRACTOR RESPONSIBILITY | Washington Employment Security Department Number | 094683-00-2 |
| CONTRACTOR RESPONSIBILITY | Washington Excise Tax Registration Number | 91-2006484 |
| CONTRACTOR RESPONSIBILITY | City of Spokane Business Registration Number | T |
| CONTRACTOR RESPONSIBILITY | As of July 1, 2019, Contractor has fulfilled training requirements or is exempt from L&I's Public Works Training Requirement under RCW 39.04.350 and RCW 39.06.020 | Yes |
| ADDENDA | Bidder acknowledges receipt of ____ addenda and agrees that their requirements have been included in this bid proposal. | 0 |
| 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. | Yes |
| MISCELLANEOUS | If this project is less than \$150,000 - does contractor request 10% retainage in lieu of bond? | Yes |
| 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. | Chris Mulderig, Shawn Cole Construction, INC. 15212 W Cougar Ln Spokane, WA 99224 chris@shawncoleconstruction.com 509-244-3923 |
| MISCELLANEOUS | Individuals name and email address who is authorized to sign contract | Chris Mulderig, Shawn Cole chris@shawncoleconstruction.com shawn@shawncoleconstruction.com |
| BID BOND | Fill out the Bid Bond, located in the Documents Tab in ProcureWare and upload it here | No Bid Bond Form.docx |
| SUBCONTRACTORS | Fill out the Subcontractor List, located in the Documents Tab in ProcureWare and upload it here | Subcontractor List under \$1M.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. | There is no bid bond form located on the documents tab. |

Pricing Responses

| Group | Reference Number | Description | Type | Unit Of Measure | Quantity | Unit Price | Ext Base Price | Comment |
|-----------------------|------------------|--|------|-----------------|----------|-------------|----------------|---|
| BID | | | | | | | | |
| | 1. | West Central Community Center - Multiple Window glazing Replacements - single floor (ARPA) | Base | JB | 1.00 | \$73,301.00 | \$73,301.00 | Seventy Three Thousand Three Hundred One Dollars |
| | 2. | 9% Sales Tax | Base | ea | 1.00 | \$6,597.09 | \$6,597.09 | Six Thousand Five Hundred Ninety Seven Dollars and Nine Cents |
| Total Base Bid | | \$79,898.09 | | | | | | |

There was no bid bond form to fill out under documents tab in ProcureWare.

We've elected 10% retainage in lieu of bond.

SUBCONTRACTOR LIST

PROJECT NAME: WCCC Multiple window glazing Replacements - Single floor (ARPA)

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 River City Glass

TYPE OF WORK/BID ITEM Glazing Replacements

AMOUNT \$46,000.00

CONTRACTOR'S REGISTRATION NO. RIVERCG034L4

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

_____ **NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT**

ATTACHMENT A– ARP/CSLFRF CFDA 21.027 FUNDING
American Rescue Plan (ARP)
Coronavirus State and Local Fiscal Recovery Funds (CSLFRF)
Funding Authority: U.S. Department of Treasury
CFDA# 21.027 - Coronavirus State and Local Fiscal Recovery Funds

The Contractor specifically agrees to comply with all applicable state and federal laws, rules, regulations, requirements, program guidance, including but not limited to the following:

All applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies including, but not limited to:

Nondiscrimination laws and/or policies, and safety and health regulations.
Americans with Disabilities Act (ADA), Age Discrimination Act of 1975,
Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968,
Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92).
Robert T. Stafford Disaster Relief and Emergency Assistance Act (PL 93-288, as amended),
Ethics in Public Services (RCW 42.52),
Covenant Against Contingent Fees (48 CFR Section 52.203-5),
Public Records Act (RCW 42.56),
Prevailing Wages on Public Works (RCW 39.12),
State Environmental Policy Act (RCW 43.21C),
Shoreline Management Act of 1971 (RCW 90.58),
State Building Code (RCW 19.27),
Energy Policy and Conservation Act (PL 94-163, as amended),
Energy Related Building Standards (RCW 19.27A),

Comply with all procurement requirements of 2 CFR Part 200.317 - 200.327. All sole source contracts expected to exceed \$50,000 must be submitted to Spokane City Purchasing for review and approval prior to the award and execution of a contract.

Any contract awarded to the successful Contractor must contain and/or comply with the following procurement provisions in accordance with 2 CFR Part 200.317 - 200.327:

Contractor must maintain a Conflict of Interest Policy consistent with 2 CFR 200.318(c) that is applicable to all activities funded with the award. All potential conflicts of interest related to this award must be reported to Spokane City and/or U.S. Treasury

- Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate;
- Compliance with Executive Order 11246, "Equal Employment Opportunity," (30 FR 12319, 12935, 3 CFR Part 1964-1965 Comp., p. 339), as amended by Executive Order 11375, as supplemented in Department of Labor regulations (41 CFR Chapter 60);
- For Capital Expenditures that involve the employment of mechanics of laborers: Compliance with the Contract Work Hours and Safety Standards Act (40 USC

3702 and 3704) as supplemented by Department of Labor Regulations (29 CFR Part 5);

- For all contracts in excess of \$100,000 with respect to water, sewer, or broadband that involve the employment of mechanics of laborers: Compliance with the Contract Work Hours and Safety Standards Act (40 USC 3702 and 3704) as supplemented by Department of Labor Regulations (29 CFR Part 5);
- For construction or repair contracts: Compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145) as supplemented by Department of Labor regulations (29 CFR part 3);
- For construction contracts in excess of \$2,000 when required by Federal grant program legislation: Compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5); Davis Bacon Act-Does **not** apply to projects funded **solely** with ARPA/CSLFRF CFDA 21.027 funds. However, if other federal funds are also used for the construction project in addition to FRF, and those federal funds require Davis-Bacon compliance, all prime construction contracts in excess of \$2,000 must follow Davis-Bacon Act;
- For construction contracts in excess of \$100,000 that involve the employment of mechanics and laborers: Compliance with the Contract Work Hours and Safety Standard Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5);
- Compliance with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency
- For contracts in excess of \$150,000: Compliance with all applicable standards, orders or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended;
- Compliance with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act;
- Notice of awarding agency requirements and regulations pertaining to reporting;
- Federal awarding agency requirements and regulations pertaining to copyrights and rights in data;
- Access by Spokane City, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records, sub-agreements, leases, subcontracts, arrangements, or other third-party agreements of any type, and supporting materials related to those records of the Contractor, which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions;
- Retention of all required records for **six years** after Spokane City makes final payment and all other pending matters are closed;
- Mandatory standards and policies relating to energy efficiency which are

contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871);

- Notice of awarding agency requirements and regulations governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards (37 C.F.R. Part 401) and the standard patent rights clause (37 C.F.R. section 401.14);
- Compliance with Executive Order 13858 “Strengthening Buy-American Preferences for Infrastructure Projects” as appropriate and to the extent consistent with law; and
- Compliance with 2 C.F.R. § 200.216, prohibitions regarding certain telecommunications and video surveillance services or equipment are mandated by section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115–232 (2018).

Any contract awarded to the successful Contractor must contain and/or comply with the following provisions in accordance with 2 CFR Part 200.332(a) - 200.332(a)(1)-200.332(a)(6) Requirements for pass-through entities:

- Identify as a Subaward (2 CFR 200.332(a));
- Federal Award Identification (2 CFR 200.332(a)(1));
- Terms and conditions from ARP/CLFRF (2 CFR 200.332(a)(2));
- Additional City of Spokane imposed requirements based on risk assessment (2 CFR 200.332(a)(3));
- Indirect cost rate (2 CFR 200.332(a)(4));
- Records access & retention (2 CFR 200.332(a)(5));
- Closeout provisions (2 CFR 200.332(a)(6)).

Any contract awarded to the successful Contractor must contain and/or comply with the following provisions in accordance with 2 CFR Part 200.501(a)-200.501(h) Audit Requirements:

- Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity’s fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provision of this part (2 CFR 200.501(a));
- Single Audit (2 CFR 200.501(b));
- Program-specific audit election (2 CFR 200.501(c));
- Exemption when Federal awards expended are less than \$750,000(2 CFR 200.501(d));
- Federally Funded Research and Development Centers (2 CFR 200.501(e));
- Subrecipients and contractors (2 CFR 200.501(f));
- Compliance responsibility for contractors (2 CFR 200.501(g));
- For-profit subrecipient (2 CFR 200.501(h)).

Contractor must comply with Executive Orders 12549 and 12689 and 2 C.F.R. Part 180, which restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Contractor must certify that it is not presently debarred, suspended or proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

Contractor must comply with the requirements of 31 U.S.C. § 3729-3733 which prohibits the submission of false or fraudulent claims for payment to the Federal Government. See also 31 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Contractor is required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Contractor's costs must be compliant with 2 CFR Part 200 Subpart E Cost Principles.

Contractor must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, Member of Congress, an officer, or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning an award, making of any federal grant, federal loan, continuation, renewal, amendment or modification of any federal contract, grant loan, or cooperative agreement, and that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this award, the Contractor will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

In the event of the Contractor's noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy, Spokane City may rescind, cancel, or terminate the contract in whole or in part in its sole discretion. The Contractor is responsible for all costs or liability arising from its failure to comply with applicable laws, regulations, executive orders, OMB Circulars, or policies.

CERTIFICATION

Chris Mulderig _____ 7/15/2024 _____
Signature, Administrator, or Applicant Agency Date

Chris Mulderig Vice President
print name and title

ATTACHMENT A - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
AND FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR Part 180.

(1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgement 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 for or otherwise criminally or civilly charged by a governmental 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 Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) The undersigned agrees by signing this Agreement 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 Agreement that it will include the following required certification, 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.

(4) The undersigned shall notify the City immediately that if it or a lower tier contractor become debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency during the period of performance of this Agreement.

(5) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.

(6) I understand that a false statement of this certification may be grounds for termination of the Agreement.

By signing this Attachment, the Grantee indicates acceptance of and compliance with all requirements described above.

ATTACHMENT A - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
AND FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION

Federal Funding Accountability and Transparency Act (FFATA) Certification

The Federal Funding Accountability and Transparency Act (FFATA) seeks to provide the public with greater access to Federal spending information. Due to FFATA requirements, you are required to provide the following information which will be used by the City to comply with federal reporting requirements.

If certain conditions are met, Grantee must provide names and total compensation of the top five highly compensated Executives. Please answer question 1, and follow the instructions. If directed to question 2, please answer and follow instructions.

1. In Grantee's previous fiscal year, did Grantee receive (a) 80% or more of Grantee's annual gross revenues in U.S. Federal contracts and subcontracts and other Federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320; AND (b) \$25,000,000 or more in annual gross revenues from contracts and subcontracts and other Federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320?

Yes If yes, answer question 2 below.

No If no, stop, you are not required to report names and compensation. Please sign and submit form with the Agreement.

2. Does the public have access to information about the compensation of Grantee's Executives through periodic reports filed under section 13(a) or 15(d) of the Security Exchange Act of 1934 (15 U.S.C. 78(m)(a), 78o(d)), or section 6104 of the Internal Revenue Code of 1986?

Yes If yes, stop, you are not required to report names and compensation. Please sign and submit form with the Agreement.

No If no, you are required to report names and compensation. Please fill out the remainder of this form.

Please provide the names and Total Compensation of the top five most highly compensated Executives in the space below.

| | |
|-------|---------------------|
| Name: | Total Compensation: |
| Name: | Total Compensation: |
| Name: | Total Compensation: |
| Name: | Total Compensation: |
| Name: | Total Compensation: |

The Grantee certifies that the information contained on this form is true and accurate.

By:

Title:

Date:

ATTACHMENT H- ARP/CSLFRF CFDA 21.027 FUNDING

American Rescue Plan (ARP)

Coronavirus State and Local Fiscal Recovery Funds (CSLFRF)

Funding Authority: U.S. Department of Treasury

CFDA# 21.027 – Coronavirus State and Local Fiscal Recovery Funds

The Contractor specifically agrees to comply with all applicable state and federal laws, rules, regulations, requirements, program guidance, including but not limited to the following:

All applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies including, but not limited to:

Nondiscrimination laws and/or policies, and safety and health regulations.
Americans with Disabilities Act (ADA), Age Discrimination Act of 1975,
Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968,
Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92).
Robert T. Stafford Disaster Relief and Emergency Assistance Act (PL 93-288, as amended),
Ethics in Public Services (RCW 42.52),
Covenant Against Contingent Fees (48 CFR Section 52.203-5),
Public Records Act (RCW 42.56),
Prevailing Wages on Public Works (RCW 39.12),
State Environmental Policy Act (RCW 43.21C),
Shoreline Management Act of 1971 (RCW 90.58),
State Building Code (RCW 19.27),
Energy Policy and Conservation Act (PL 94-163, as amended),
Energy Related Building Standards (RCW 19.27A),

Comply with all procurement requirements of 2 CFR Part 200.317 - 200.327. All sole source contracts expected to exceed \$50,000 must be submitted to Spokane City Purchasing for review and approval prior to the award and execution of a contract.

Any contract awarded to the successful Contractor must contain and/or comply with the following procurement provisions in accordance with 2 CFR Part 200.317 - 200.327:

Contractor must maintain a Conflict of Interest Policy consistent with 2 CFR 200.318(c) that is applicable to all activities funded with the award. All potential conflicts of interest related to this award must be reported to Spokane City and/or U.S. Treasury

- Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate;
- Compliance with Executive Order 11246, "Equal Employment Opportunity," (30 FR 12319, 12935, 3 CFR Part 1964-1965 Comp., p. 339), as amended by Executive Order 11375, as supplemented in Department of Labor regulations (41 CFR Chapter 60);
- For Capital Expenditures that involve the employment of mechanics of laborers: Compliance with the Contract Work Hours and Safety Standards Act (40 USC 3702 and 3704) as supplemented by Department of Labor Regulations (29 CFR Part 5);
- For all contracts in excess of \$100,000 with respect to water, sewer, or broadband that involve the employment of mechanics of laborers: Compliance with the Contract Work Hours and Safety Standards Act (40 USC 3702 and 3704) as supplemented by Department of Labor Regulations (29 CFR Part 5);
- For construction or repair contracts: Compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented by Department of Labor regulations (29 CFR part 3);
- For construction contracts in excess of \$2,000 when required by Federal grant program legislation:

Compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5); Davis Bacon Act—Does not apply to projects funded solely with ARPA/CLFRF CFDA 21.027 funds. However, if other federal funds are also used for the construction project in addition to FRI, and those federal funds require Davis-Bacon compliance, all prime construction contracts in excess of \$2,000 must follow Davis-Bacon Act;

- For construction contracts in excess of \$100,000 that involve the employment of mechanics and laborers: Compliance with the Contract Work Hours and Safety Standard Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5);
- Compliance with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency
- For contracts in excess of \$150,000: Compliance with all applicable standards, orders or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended;
- Compliance with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act;
- Notice of awarding agency requirements and regulations pertaining to reporting;
- Federal awarding agency requirements and regulations pertaining to copyrights and rights in data;
- Access by Spokane City, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records, sub-agreements, leases, subcontracts, arrangements, or other third-party agreements of any type, and supporting materials related to those records of the Contractor, which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions;
- Retention of all required records for six years after Spokane City makes final payment and all other pending matters are closed;
- Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871);
- Notice of awarding agency requirements and regulations governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards (37 C.F.R. Part 401) and the standard patent rights clause (37 C.F.R. section 401.14);
- Compliance with Executive Order 13858 "Strengthening Buy-American Preferences for Infrastructure Projects" as appropriate and to the extent consistent with law; and
- Compliance with 2 C.F.R. § 200.216, prohibitions regarding certain telecommunications and video surveillance services or equipment are mandated by section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018).

Any contract awarded to the successful Contractor must contain and/or comply with the following provisions in accordance with 2 CFR Part 200.332(a) - 200.332(a)(1)-200.332(a)(6) Requirements for pass-through entities:

- Identify as a Subaward (2 CFR 200.332(a));
- Federal Award Identification (2 CFR 200.332(a)(1));
- Terms and conditions from ARP/CLFRF (2 CFR 200.332(a)(2));
- Additional City of Spokane imposed requirements based on risk assessment (2 CFR 200.332(a)(3));
- Indirect cost rate (2 CFR 200.332(a)(4));
- Records access & retention (2 CFR 200.332(a)(5));
- Closeout provisions (2 CFR 200.332(a)(6)).

Any contract awarded to the successful Contractor must contain and/or comply with the following provisions in accordance with 2 CFR Part 200.501(a)-200.501(h) Audit Requirements:

- Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provision of this part (2 CFR 200.501(a));
- Single Audit (2 CFR 200.501(b));
- Program-specific audit election (2 CFR 200.501(c));
- Exemption when Federal awards expended are less than \$750,000(2 CFR 200.501(d));
- Federally Funded Research and Development Centers (2 CFR 200.501(e));
- Subrecipients and contractors (2 CFR 200.501(f));
- Compliance responsibility for contractors (2 CFR 200.501(g));
- For-profit subrecipient (2 CFR 200.501(h)).

Contractor must comply with Executive Orders 12549 and 12689 and 2 C.F.R. Part 180, which restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Contractor must certify that it is not presently debarred, suspended or proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

Contractor must comply with the requirements of 31 U.S.C. § 3729-3733 which prohibits the submission of false or fraudulent claims for payment to the Federal Government. See also 31 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Contractor is required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Contractor's costs must be compliant with 2 CFR Part 200 Subpart E Cost Principles.

Contractor must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, Member of Congress, an officer, or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning an award, making of any federal grant, federal loan, continuation, renewal, amendment or modification of any federal contract, grant loan, or cooperative agreement, and that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this award, the Contractor will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

In the event of the Contractor's noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy, Spokane City may rescind, cancel, or terminate the contract in whole or in part in its sole discretion. The Contractor is responsible for all costs or liability arising from its failure to comply with applicable laws, regulations, executive orders, OMB Circulars, or policies.

CERTIFICATION

Signature, Administrator, or Applicant Agency

Date

print name and title

General Terms & Conditions

1. CONTRACTING WITH CURRENT OR FORMER CITY EMPLOYEES

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

2. PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

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

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

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

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

3. OWNERSHIP OF DOCUMENTS

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

4. ACCEPTANCE PERIOD

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

5. COSTS TO PROPOSE

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

6. INTERLOCAL PURCHASE AGREEMENTS

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

7. DEBRIEFING OF UNSUCCESSFUL PROPOSERS

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

8. MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

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

9. NONDISCRIMINATION

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

10. BUSINESS REGISTRATION REQUIREMENT

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

11. PAYMENT

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

12. ANTI-KICKBACK

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

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

13. DISPUTES

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

14. TERMINATION

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

15. LIABILITY

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

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

16. INSURANCE COVERAGE

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

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

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

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

SPECIFIC GRANT RELATED LANGUAGE

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

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

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

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

18. CERTIFICATION REGARDING LOBBYING

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

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

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

19. DOMESTIC PREFERENCE

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

20. CLEAN AIR ACT

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

21. CONFORMANCE WITH FEDERAL, STATE, AND LOCAL LAWS

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

22. MAINTENANCE OF RECORDS

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

23. CONFERENCE ROOMS

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

24. AMERICANS WITH DISABILITIES ACT INFORMATION (ADA)

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

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

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

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

25. TITLE VI STATEMENT

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/29/2024

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 Spokane Office Marsh McLennan Agency LLC 501 N. Riverpoint Blvd., Ste 403 Spokane, WA 99202 | CONTACT NAME: Cara Longinotti PHONE (A/C, No, Ext): (509) 363-4042 FAX (A/C, No): |
| | E-MAIL ADDRESS: Cara.Longinotti@MarshMMA.com |
| INSURER(S) AFFORDING COVERAGE | |
| INSURER A : Cincinnati Insurance Company | NAIC # 10677 |
| INSURER B : Berkley Assurance Company | NAIC # 39462 |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED

Shawn Cole Construction Inc
 15212 W Cougar Lane
 Spokane, WA 99224

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:


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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|-------------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | X | X | EPP 0677097 | 2/15/2024 | 2/15/2025 | EACH OCCURRENCE \$ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 |
| | | | | | | | 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 |
| | | | | | | | WA STOP GAP \$ 1,000,000 |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIREED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY | X | X | EPP 0677097 | 2/15/2024 | 2/15/2025 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) \$ |
| | | | | | | | BODILY INJURY (Per accident) \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0 | X | X | EPP 0677097 | 2/15/2024 | 2/15/2025 | EACH OCCURRENCE \$ 2,000,000 |
| | | | | | | | AGGREGATE \$ 2,000,000 |
| | | | | | | | PER STATUTE OTH-ER \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | | | | E.L. EACH ACCIDENT \$ |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE \$ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ |
| B | Commercial Pollution | | | PCXB-5024165-0224 | 2/15/2024 | 2/15/2025 | Each Occurrence 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 additional insured per attached forms. Coverage is primary and non contributory. Waiver of subrogation applies. 60 Days Notice of Cancellation applies.

CERTIFICATE HOLDER

CANCELLATION

| | |
|---|---|
| City of Spokane Purchasing & Contracts Department 808 W. Spokane Falls Boulevard 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  |
|---|---|

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This insurance does not apply to:

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

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

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

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

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

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

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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

Automatic Additional Insured Provision

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

1. During the policy period; and
 2. Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraphs **A.** and **B.**
- F. Except when **G.** below applies, the following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

When Other Additional Insured Coverage Applies On An Excess Basis

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

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

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

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

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

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

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

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

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

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

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

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

Waiver of Subrogation

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

| |
|---|
| <p>Designated Construction Project(s):</p> <p>ANY JOB SITE</p> |
| <p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p> |

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage **A**, and for all medical expenses caused by accidents under Section I - Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage **A**, and for all medical expenses caused by accidents under Section I - Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because

of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or aban-

doned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section III - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CinciPlus®
BUSINESS AUTO XC+®
(EXPANDED COVERAGE PLUS)
ENDORSEMENT

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

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

A. Blanket Waiver of Subrogation

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution or the "insured contract".

B. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c. is deleted in its entirety and replaced by the following:

- c. Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

C. Additional Insured by Contract

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended to include as an insured any person or organization for whom you have agreed in a valid written contract to provide insurance as afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been:

1. Executed prior to the accident causing "bodily injury" or "property damage"; and
2. Is still in force at the time of the "accident" causing "bodily injury" or "property damage".

D. Employee Hired Auto

1. Changes in Liability Coverage

The following is added to the **SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes in General Conditions

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is deleted in its entirety and replaced by the following:

- b. For Hired Auto Physical Damage Coverage the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. Audio, Visual and Data Electronic Equipment

SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance is amended by adding the following:

4. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "accident";
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
 - c. \$2,500.

Provided the equipment, at the time of the "loss" is:

- a. 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;
- b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above; or
- c. An integral part of such equipment.

F. Who is an Insured - Amended

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended by adding the following:

The following are "insureds":

1. Any subsidiary which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this coverage form.

However, the insurance afforded by this provision does not apply to any subsidiary that is an "insured" under any other automobile liability policy or would be an "insured" under such policy but for termination of such policy or the exhaustion of such policy's limits of insurance.

2. Any organization that is newly acquired or formed by you and over which you maintain majority ownership. The insurance provided by this provision:

- a. Is effective on the date of acquisition or formation, and is afforded for 180 days after such date;
 - b. Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization;
 - c. Does not apply to any newly acquired or formed organization that is a joint venture or partnership; and
 - d. Does not apply to an insured under any other automobile liability policy or would be an insured under such a policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.
3. Any of your "employees" while using a covered "auto" in your business or your personal affairs, provided you do not own, hire or borrow that "auto".

G. Liability Coverage Extensions - Supplementary Payments - Higher Limits

SECTION II - LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is amended by:

1. Replacing the \$2,000 Limit of Insurance for bail bonds with \$4,000 in (2); and
2. Replacing the \$250 Limit of Insurance for reasonable expenses with \$500 in (4).

H. Amended Fellow Employee Exclusion

SECTION II - LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee is modified as follows:

Exclusion 5. **Fellow Employee** is deleted.

I. Hired Auto - Physical Damage

If hired "autos" are covered "autos" for Liability Coverage, then Comprehensive and Collision Physical Damage Coverages as provided under **SECTION III - PHYSICAL DAMAGE COVERAGE** of this Coverage Part are extended to "autos" you hire, subject to the following:

1. The most we will pay for "loss" to any hired "auto" is \$50,000 or the actual cash value or cost to repair or replace, whichever is the least, minus a deductible.
2. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage, or \$1,000, whichever is less.
3. Hired Auto - Physical Damage coverage is excess over any other collectible insurance.

4. Subject to the above limit, deductible, and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own insured under this policy.

Coverage includes loss of use of that hired auto, provided it results from an "accident" for which you are legally liable and as a result of which a monetary loss is sustained by the leasing or rental concern. The most we will pay for any one "accident" is \$3,000.

If a limit for Hired Auto - Physical Damage is shown in the Schedule, then that limit replaces, and is not added to, the \$50,000 limit indicated above and the deductibles shown in the Schedule are applicable.

J. Rental Reimbursement

SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage.
2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - a. The number of days reasonably required to repair the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
 - b. 30 days.
3. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred; or
 - b. \$50 per day.
4. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
5. We will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions**.

K. Transportation Expense - Higher Limits

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by replacing \$20 per day with \$50 per day, and \$600 maximum with \$1,500 maximum in **Extension a. Transportation Expenses**.

L. Airbag Coverage

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a. is amended by adding the following:

However, the mechanical and electrical breakdown portion of this exclusion does not apply to the accidental discharge of an airbag. This coverage for airbags is excess over any other collectible insurance or warranty.

M. Loan or Lease Gap Coverage

1. **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance** is deleted in its entirety and replaced by the following, but only for private passenger type "autos" with an original loan or lease, and only in the event of a "total loss" to such a private passenger type "auto":
 - a. The most we will pay for "loss" in any one "accident" is the greater of:
 - (1) The amount due under the terms of the lease or loan to which your covered private passenger type "auto" is subject, but will not include:
 - (a) Overdue lease or loan payments;
 - (b) Financial penalties imposed under the lease due to high mileage, excessive use or abnormal wear and tear;
 - (c) Security deposits not refunded by the lessor;
 - (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (e) Carry-over balances from previous loans or leases, or
 - (2) Actual cash value of the stolen or damaged property.
 - b. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss".

2. **SECTION V - DEFINITIONS** is amended by adding the following, but only for the purposes of this **Loan or Lease Gap Coverage**:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

N. Glass Repair - Waiver of Deductible

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

No deductible applies to glass damage if the glass is repaired in a manner acceptable to us rather than replaced.

O. Duties in the Event of an Accident, Claim, Suit or Loss - Amended

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss, a. is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation; or
4. A member or manager, if you are a limited liability company.

P. Unintentional Failure to Disclose Hazards

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation or Fraud is amended by adding the following:

However, if you unintentionally fail to disclose any hazards existing on the effective date of this Coverage Form, we will not deny coverage under this Coverage Form because of such failure.

Q. Mental Anguish Resulting from Bodily Injury

SECTION V - DEFINITIONS, C. "Bodily injury" is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish and death sustained by the same person that results from such bodily injury, sickness or disease. "Bodily injury" does not include mental anguish or death that does not result from bodily injury, sickness or disease.

R. Coverage for Certain Operations in Connection with Railroads

With respect to the use of a covered "auto" in operations for or affecting a railroad:

1. **SECTION V - DEFINITIONS, H. "Insured contract", 1.c.** is deleted in its entirety and replaced by the following:
 - c. An easement or license agreement;
2. **SECTION V - DEFINITIONS, H. "Insured contract", 2.a.** is deleted.

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

Various provisions in this Coverage Part restrict this insurance. Read the entire Coverage Part carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this Coverage Part. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II - WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V - DEFINITIONS**.

SECTION I - COVERAGE

A. Insuring Agreement

1. We will pay on behalf of the insured the "ultimate net loss" which the insured is legally obligated to pay as damages for "bodily injury", "personal and advertising injury" or "property damage" to which this insurance applies:
 - a. Which is in excess of the "underlying insurance"; or
 - b. Which is either excluded or not insured by "underlying insurance".
 2. If any limit of insurance, such as a sublimit, is specified in the "underlying insurance", this insurance does not apply to "bodily injury", "personal and advertising injury" or "property damage" arising out of that exposure unless that limit of insurance is specified in the Schedule of Underlying Insurance.
 3. This insurance applies to "bodily injury", "personal and advertising injury" or "property damage" only if:
 - a. The "bodily injury", "personal and advertising injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory"; and
 - b. The "bodily injury" or "property damage" occurs during the policy period shown in the Declarations; or
 - c. The "personal and advertising injury" results from an "occurrence" that takes place during the policy period shown in the Declarations; and
- d. Prior to the "coverage term" no insured listed under Paragraph 1. of Section II - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part, or that the "personal and advertising injury" offense had been committed, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the "coverage term", that the "bodily injury" or "property damage" occurred, or that the "personal and advertising injury" offense had been committed, then any continuation, change or resumption of such "bodily injury", "personal and advertising injury" or "property damage" during or after the "coverage term" will be deemed to have been known prior to the policy period.
 4. "Bodily injury" or "property damage" which occurs during the "coverage term" and was not, prior to the "coverage term", known to have occurred by any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the "coverage term".
 5. "Personal and advertising injury" caused by an offense which was committed during the "coverage term" and was not, prior to the "coverage term", known to have been committed by any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "personal and advertising injury" offense after the end of the "coverage term".
 6. "Bodily injury" or "property damage" will be deemed to have been known to have occurred, or a "personal and advertising injury" offense will be deemed to have been known to have been committed at the earliest time when any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- a. Reports all, or any part, of the "bodily injury", "personal and advertising injury" or "property damage" to us or any other insurer;
- b. Receives a written or verbal demand or claim for damages because of the "bodily injury", "personal and advertising injury" or "property damage"; or
- c. Becomes aware by any other means that "bodily injury" or "property damage" had occurred or has begun to occur, or that the "personal and advertising injury" offense had been committed or has begun to be committed.

7. The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE.**

No other obligation or liability to pay sums or perform acts or services is covered, unless expressly provided for under **SECTION I - COVERAGE, C. Defense and Supplementary Payments.**

B. Exclusions

This insurance does not apply to:

1. Asbestos

Any liability arising out of, attributable to or any way related to asbestos in any form or transmitted in any manner.

2. Breach of Contract, Failure to Perform, Wrong Description and Violation of Another's Rights

"Personal and advertising injury":

- a. Arising out of breach of contract, except an implied contract to use another's advertising idea in your "advertisement";
- b. Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- c. Arising out of the wrong description of the price of goods, products or services stated in your "advertisement"; or
- d. Caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

3. Contractual Liability

Any liability for which the insured is obligated to pay damages by reason of the

assumption of liability in a contract or agreement. This exclusion does not apply to liability for "bodily injury", "personal and advertising injury" or "property damage":

- a. That the insured would have in the absence of the contract or agreement; or
- b. Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury", "personal and advertising injury" or "property damage" occurs subsequent to the execution of the contract or agreement.

4. Damage to Impaired Property or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- a. A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- b. A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

5. Damage to Property

"Property damage" to:

- a. Property:
 - (1) You own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property; or
 - (2) Owned or transported by the insured and arising out of the ownership, maintenance or use of an "auto".
- b. Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- c. Property loaned to you;
- d. Personal property in the care, custody or control of the insured;

- e. That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- f. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph b. of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **a.(2)**, **c.**, **d.**, **e.** and **f.** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs **c.** and **d.** of this exclusion do not apply to liability assumed under a written Trailer Interchange agreement.

Paragraph **f.** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

6. Damage to Your Product

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

7. Damage to Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

8. Distribution or Recording of Material or Information in Violation of Law

Any liability arising directly or indirectly out of any action or omission that violates or is alleged to violate:

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

TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

9. Electronic Chatrooms or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

10. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

However, this exclusion does not apply:

- (1) To liability for damages because of "bodily injury"; or
- (2) When such insurance is provided by valid and collectible "underlying insurance" listed in the Schedule of Underlying Insurance, or would have been provided by such listed "underlying insurance" except for the exhaustion by payment of claims of its limits of insurance, and then only for such hazards for which coverage is provided by such "underlying insurance", unless otherwise excluded by this Coverage Part.

11. Employer's Liability Limitation

Any liability arising from any injury to:

- a. An "employee" of the insured sustained in the "workplace";
- b. An "employee" of the insured arising out of the performance of duties related to the conduct of the insured's business; or
- c. The spouse, child, parent, brother or sister of that "employee" as a consequence of **a.** or **b.** above.

This exclusion applies:

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

This exclusion does not apply when such insurance is provided by valid and collectible "underlying insurance" listed in the Schedule of Underlying Insurance, or would have been provided by such listed "underlying insurance" except for the exhaustion by payment of claims of its limits of insurance, and then only for such hazards for which coverage is provided by such "underlying insurance", unless otherwise excluded by this Coverage Part.

12. Employment-Related Practices

Any liability arising from any injury to:

- a. A person arising out of any:
 - (1) Refusal to employ that person;
 - (2) Termination of that person's employment; or
 - (3) Other employment-related practices, policies, acts or omissions including but not limited to coercion, criticism, demotion, evaluation, failure to promote, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- b. The spouse, child, parent, brother or sister of that person as a consequence of any injury to that person at whom any of the employment-related practices described in Paragraphs **12.a.(1), (2), or (3)** above is directed.

This exclusion applies:

- a. Whether the injury-causing event described in Paragraphs **12.a.(1), (2), or (3)** above occurs before employment, during employment or after employment of that person;
- b. Whether the insured may be liable as an employer or in any other capacity; and
- c. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

13. Expected or Intended Injury

"Bodily injury" or "property damage" which may reasonably be expected to result from the intentional or criminal acts of the insured or which is in fact expected or intended by the insured, even if the injury or damage is of a different degree or type than actually intended or expected.

However, this exclusion does not apply to:

- a. "Bodily injury" resulting from the use of reasonable force to protect persons or property; or
- b. "Bodily injury" or "property damage" resulting from the use of reasonable force to prevent or eliminate danger in the operation of "autos" or watercraft.

14. Falsity, Prior Publication, Criminal Act and Media and Internet Type Businesses

"Personal and advertising injury":

- a. Arising out of oral or written publication in any manner of material, if done by or at the direction of the insured with knowledge of its falsity;
- b. Arising out of oral or written publication in any manner of material whose first publication took place before the later of the following:
 - (1) The inception of this Coverage Part; or
 - (2) The "coverage term" in which insurance coverage is sought;
- c. Arising out of a criminal act committed by or at the direction of the insured; or
- d. Committed by an insured whose business is:
 - (1) Advertising, broadcasting, publishing or telecasting;
 - (2) Designing or determining content of websites for others; or
 - (3) An Internet search, access, content or service provider.

However, Paragraph **d.** does not apply to Paragraphs **17.a., b., c., d.** and **i.** of "personal and advertising injury" under **SECTION V - DEFINITIONS.**

For the purposes of Paragraph **d.**, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

15. Infringement of Copyright, Patent, Trademark or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property

rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement in your "advertisement", of copyright, trade dress or slogan.

16. Pollutant - Auto

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

(1) That are, or that are contained in any property that is:

(a) Being transported or towed by, handled, or handled for movement into, onto or from, an "auto" that an insured owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion;

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

(c) Being stored, disposed of, treated or processed in or upon an "auto" that an insured owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion;

(2) Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the insured for movement into or onto an "auto" that an insured owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion; or

(3) After the "pollutants" or any property in which the "pollutants" are contained are moved from an "auto" that an insured owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion to the place where they are finally delivered, disposed of or abandoned by the insured.

Paragraph (1) above does not apply to "bodily injury" or "property damage" arising from fuels, lubricants, or other operating fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal

electrical, hydraulic or mechanical functioning of an "auto" that an insured owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion or its parts, if:

(a) 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

(b) The "bodily injury" or "property damage" does not arise out of the operation of any equipment listed in Paragraphs f.(2) and (3) of the definition of "mobile equipment".

However, this exception to Paragraph (1) does not apply if the fuels, lubricants, or other operating fluids, exhaust gases or other similar "pollutants" are intentionally discharged, dispersed, emitted or released.

Paragraphs (2) and (3) above do not apply to an "occurrence" that occurs away from premises owned by or rented to an insured with respect to "pollutants" not in or upon an "auto" that an insured owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion 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 an "auto" that an insured owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion; and

(b) The discharge, dispersal, seepage, migration, release, emission or escape of the "pollutants" is caused directly by such upset, overturn or damage.

b. Any liability caused by "pollutants" and arising from the operation, maintenance, use, "loading or unloading" of an "auto", for which insurance coverage is excluded by "underlying insurance".

17. Pollutant - Other Than Auto

a. "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal,

seepage, migration, release, emission or escape of "pollutants":

- (1) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured.

However, Paragraph **a.(1)** of this exclusion does not apply to the following if such liability is covered by "underlying insurance" listed in the Schedule of Underlying Insurance, but only to the extent insurance is provided at the "underlying limit" specified in the Schedule of Underlying Insurance for the "underlying insurance" listed and subject to all its terms, limitations and conditions:

- (a) "Bodily injury", if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use by the building's occupants or their guests;
 - (b) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor, and the owner or lessee of such premises, site or location has been added to your "underlying insurance" as an additional insured with respect to your ongoing operations or "your work" performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (c) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (2) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

- (3) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom you may be legally responsible;

- (4) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations, if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor.

However, Paragraph **a.(4)** of this exclusion does not apply to the following if such liability is covered by "underlying insurance" listed in the Schedule of Underlying Insurance, but only to the extent insurance is provided at the "underlying limit" specified in the Schedule of Underlying Insurance for the "underlying insurance" listed and subject to all its terms, limitations and conditions:

- (a) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

- (b) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
- (c) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
- (5) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations, if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of, "pollutants".

- b. "Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape or emission of "pollutants" at any time.
- c. Any loss, cost or expense arising out of any:
 - (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this Paragraph c. does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

- d. Any liability caused by "pollutants", for which insurance coverage is excluded by "underlying insurance".

18. Recall of Products, Work or Impaired Property

Any liability or damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

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

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

19. Unauthorized Use of Another's Name or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag or any other similar tactics to mislead another's potential customers.

20. War

Any liability, however caused, 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 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.

21. Workers' Compensation

Any liability or obligation of the insured under any workers' compensation, unemployment compensation, disability benefits or similar law. However, this exclusion does not apply to liability of others assumed by you under an "insured contract" in existence at the time of "occurrence".

C. Defense and Supplementary Payments

- 1. We will have the right and duty to defend the insured against any "suit" seeking

damages because of "bodily injury", "personal and advertising injury" or "property damage" to which this insurance applies. We will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "personal and advertising injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result when:

- a. The applicable limits of the "underlying insurance" and any other insurance have been exhausted by payment of claims; or
 - b. Damages are sought for "bodily injury", "personal and advertising injury" or "property damage" which are not covered by "underlying insurance" or other insurance.
2. Our right and duty to defend ends when the applicable Limit of Insurance, as stated in the Declarations, has been exhausted by payment of claims.
 3. We have no duty to investigate, settle or defend any claim or "suit" other than those circumstances described in Paragraph **C.1**. However, we do have the right to participate in the investigation, settlement or defense of any claim or "suit" to which this insurance applies. If we exercise this right, we will do so at our expense.
 4. If there is no underlying insurer or other insurance obligated to do so, we will pay the following when we provide a defense:
 - a. All expenses we incur.
 - b. The cost of bail bonds up to \$3,000 (including bonds for related traffic law violations) required because of an "occurrence" we cover. We do not have to furnish these bonds.
 - c. The cost of bonds to appeal a judgment or award in any claim or "suit" we defend and the cost of bonds to release attachments, but only for bond amounts within the applicable Limits of Insurance. We do not have to furnish these bonds.
 - d. Reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including the actual loss of earnings.
 - e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys'

fees or attorneys' expenses taxed against the insured.

5. If there is no underlying insurer obligated to do so, we will pay the following for an "occurrence" to which this insurance applies, even if we have no duty to provide a defense:
 - a. Prejudgment interest awarded against the insured on that part of the judgment we become obligated to pay and which falls within the applicable Limit of Insurance. If we make an offer to pay the applicable Limits of Insurance, we will not pay any prejudgment interest based on the period of time after the offer.
 - b. All interest awarded against the insured on the full amount of any judgment that accrues:
 - (1) After entry of the judgment; and
 - (2) Before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable Limit of Insurance.
6. The payments described in Paragraphs **4**. and **5**. above will not reduce the Limits of Insurance provided by this Coverage Part when defense or supplementary payments provided by the "underlying insurance" do not reduce their Limits of Insurance. However, when defense or supplementary payments provided by the "underlying insurance" reduce their Limits of Insurance then such expense payments paid by us will reduce the Limits of Insurance provided by this Coverage Part.
7. If we are prevented by law or otherwise from carrying out any of the provisions of **SECTION I - COVERAGE, C. Defense and Supplementary Payments**, we will pay any expense incurred with our written consent.

SECTION II - WHO IS AN INSURED

1. Except for liability arising out of the ownership, maintenance, occupancy or use of an "auto":
 - a. If you are designated in the Declarations as:
 - (1) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - (2) A partnership or joint venture, you are an insured. Your members, partners and their spouses are also insureds, but only with respect to the conduct of your business.

- (3) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - (4) An organization other than a partnership, joint venture, or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders. Each of the following is also a Named Insured:
 - (a) Any "subsidiary" company of such organization, including any "subsidiary" of such "subsidiary":
 - 1) Existing at the inception of this Coverage Part; or
 - 2) Formed or acquired on or after the inception of this Coverage Part.
 - (b) Any other company controlled and actively managed by such organization or any "subsidiary" thereof:
 - 1) At the inception of this Coverage Part; or
 - 2) If the control and active management thereof is acquired on or after the inception of this Coverage Part.
 - (5) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
- b.** Each of the following is also an insured:
- (1) Any "employee" of yours while acting within the scope of their duties as such.
 - (2) Any person or organization while acting as your real estate manager.
 - (3) Any person or organization having proper temporary custody of your property if you die, but only:
 - (a) With respect to liability arising out of the maintenance or use of that property; and
 - (b) Until your legal representative has been appointed.
 - (4) Your legal representative if you die, but only with respect to duties as such.
- 2.** Only with respect to liability arising out of the ownership, maintenance, occupancy or use of an "auto":
- a.** You are an insured.
 - b.** Anyone else while using with your permission an "auto" you own, hire or borrow is also an insured except:
 - (1) The owner or any other person or organization (except your "executive officers" or principals) from whom you hire or borrow an "auto", unless such persons or organizations are insureds in your "underlying insurance" listed in the Schedule of Underlying Insurance, and then only for such hazards for which coverage is provided by such "underlying insurance". This exception does not apply if the "auto" is a trailer or semi-trailer connected to an "auto" you own.
 - (2) Your "employee", if the "auto" is owned by that "employee" or a member of his or her household, unless:
 - (a) Such "employee" is an insured with respect to that "auto" in the "underlying insurance" listed in the Schedule of Underlying Insurance, and then only for such hazards for which coverage is provided by such "underlying insurance"; or
 - (b) The "bodily injury" or "property damage" is sustained by a co-"employee" of such "employee".
 - (3) Someone using an "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 an "auto".
- c.** Anyone liable for the conduct of an insured described in Paragraphs **2.a.** and **b.** above is also an insured, but only if they are provided insurance coverage for such liability by valid and collectible "underlying insurance" listed in the Schedule of Underlying Insurance and then only for such hazards for which coverage is provided by such "underlying insurance".

3. At your option and subject to the terms and conditions of this insurance, any other person or organization not addressed by Paragraphs 1. and 2. above, but covered in the "underlying insurance" listed in the Schedule of Underlying Insurance are also insureds, but only to the extent that insurance is provided for such person or organization by the "underlying insurance".

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

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

- a. Insureds;
- b. Claims made, "suits" brought or number of vehicles involved or insured; or
- c. Persons or organizations making claims or bringing "suits".

2. The Aggregate Limit is the most we will pay for all damages:

- a. Included in the "products-completed operations hazard";
- b. Because of "bodily injury" by disease sustained by your "employees" arising out of and in the course of their employment by you; or
- c. Because of "bodily injury", "personal and advertising injury" or "property damage" not included within a. or b. above. However, this Aggregate Limit will not apply to damages which are not subject to an Aggregate Limit in the "underlying insurance".

The Aggregate Limit applies separately to a., b. and c. The Aggregate Limit described in c. will apply only to damages not subject to a. or b. above.

3. Subject to the Limit of Insurance described in 2.c. above:

- a. Only in the event that "underlying insurance" specifically listed in the Schedule of Underlying Insurance provides an annual Aggregate Limit of Insurance for damages that would not be subject to 2.a. or b. above that is applicable separately to each:

- (1) Location owned by, or rented or leased to you solely with respect to damages which are the result of a claim or "suit" for "bodily injury" or "property damage" which can be at-

tributed to operations at only a single location, then the Aggregate Limit described in 2.c. above applies separately to each location owned by, or rented or leased to you.

- (2) Of your construction projects solely with respect to damages which are the result of a claim or "suit" for "bodily injury" or "property damage" which can be attributed only to ongoing operations and only at a single construction project, then the Aggregate Limit described in 2.c. above applies separately to each of your construction projects.

- b. Only with respect to the application of Limits of Insurance described in 3.a. above, the following terms location and construction project will have the following meanings:

- (1) Location means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

- (2) Construction project means a location you do not own, rent or lease where ongoing improvements, alterations, installation, demolition or maintenance work is performed by you or on your behalf. All connected ongoing improvements, alterations, installation, demolition or maintenance work performed by you or on your behalf at the same location for the same persons or entities, no matter how often or under how many different contracts, will be deemed to be a single construction project.

4. Subject to the limits described in 2. and 3. above, the Each Occurrence Limit is the most we will pay for the "ultimate net loss":

- a. In excess of the applicable limits of "underlying insurance"; or
- b. If an "occurrence" is not covered by "underlying insurance", but covered by the terms and conditions of this Coverage Part,

for all "bodily injury", "personal and advertising injury" and "property damage" arising out of any one "occurrence".

We will not pay more than the Limit of Insurance shown in this Coverage Part's Declarations for each "occurrence" because any Personal Umbrella Liability Policy(ies) is/are attached to this policy.

5. Subject to, and included within, the Limit of Insurance described in 4. above, we will not pay more than the limit of insurance required for the layer of insurance provided by this Coverage Part on behalf of:
 - a. An additional insured, as set forth in **SECTION II - WHO IS AN INSURED, Paragraph 3**; or
 - b. A party you have agreed to indemnify in an "insured contract".
6. Subject to the limits described in 2., 3., 4. and 5. above and to the terms and conditions of the "underlying insurance":
 - a. If the limits of "underlying insurance" have been reduced by payment of claims, this Coverage Part will continue in force as excess of the reduced "underlying insurance"; or
 - b. If the limits of "underlying insurance" have been exhausted by payment of claims, this Coverage Part will continue in force as "underlying insurance".
7. The Limits of Insurance of this Coverage Part apply separately to each "coverage term".

SECTION IV - CONDITIONS

1. Appeals

If the insured or any insurer who provides the applicable "underlying insurance" elects not to appeal a judgment which exceeds the "underlying limit", we may elect to do so at our own expense. We shall be liable for the taxable costs and disbursements and interest incidental thereto, but in no event shall this provision increase our liability beyond:

- a. Our applicable Limits of Insurance for all "ultimate net loss";
- b. Our applicable Defense and Supplementary Payments as described in **SECTION I - COVERAGE, C. Defense and Supplementary Payments**; and
- c. The expense of such appeal.

2. Audit

If this Coverage Part is subject to Audit, as indicated in the Declarations, then the following Condition applies:

- a. The premium shown in the Premium Computation Endorsement as Advance Premium is a deposit premium. At the close of each audit period, we will compute the earned premium for that period. If:

- (1) The earned premium is less than the deposit premium, we will return the excess to the first Named Insured; or
- (2) The earned premium is greater than the deposit premium, the difference will be due and payable to us by the first Named Insured upon notice from us. The due date for audit and retrospective premiums is the date shown as the due date on the bill.

However, in no event will the earned premium be less than the Minimum Premium stated in the Premium Computation Endorsement.

- b. The first Named Insured must keep records of the information we need for premium computation and send us copies at such times as we may request.

3. Bankruptcy

Bankruptcy or insolvency of the insured or the insured's estate shall not relieve us of any obligations under this Coverage Part.

4. Duties in the Event of Occurrence, Claim or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" which may result in a claim or "suit". To the extent possible, notice should include:

- (1) How, when and where the "occurrence" took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence".

This requirement applies only when the "occurrence" is known to an "authorized representative".

- b. If a claim is made or "suit" is brought against any insured you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and

- (2) Notify us as soon as practicable.

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

This requirement will not be considered breached unless the breach occurs after such claim or "suit" is known to an "authorized representative".

c. You and any other involved insured must:

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

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

5. First Named Insured

The person or organization first named in the Declarations will act on behalf of all other insureds where indicated in this Coverage Part.

6. Legal Action Against Us and Loss Payments

- a. No legal action may be brought against us unless there has been full compliance with all the terms of this Coverage Part nor until the amount of the insured's obligation to pay has been finally determined as provided below. No person or organization has any right under this Coverage Part to bring us into any action to determine the liability of the insured.
- b. We shall be liable for payment of the "ultimate net loss" for any "occurrence" to which this Coverage Part applies:
 - (1) For "occurrences" not covered by "underlying insurance"; or
 - (2) In excess of the "underlying limit" applicable to the "occurrence" only after the insurers who provide the applicable "underlying insurance" have paid or become obligated to pay the amount of the "underlying limit" applicable to the "occurrence".

Our payment will be made following final determination of the amount of the insured's obligation to pay either by final judgment against the insured or by written agreement with the insured, the claimant, the underlying insurers and us.

7. Liberalization

If, within 60 days prior to the beginning of this Coverage Part or during the policy period, we make any changes to any forms or endorsements of this Coverage Part for which there is currently no separate premium charge, and that change provides more coverage than this Coverage Part, the change will automatically apply to this Coverage Part at the latter of:

- a. The date we implemented the change in your state; or
- b. The date this Coverage Part became effective; and

will be considered as included until the end of the current policy period. We will make no additional premium charge for this additional coverage during the interim.

8. Maintenance of Underlying Insurance

- a. While this Coverage Part is in effect, the insured shall maintain in force the "underlying insurance" listed in the Schedule of Underlying Insurance as collectible insurance. The terms, conditions and endorsements of "underlying insurance" will not materially change and renewals or replacements of "underlying insurance" will not be more restrictive in coverage.
- b. Limits of "underlying insurance" will not be reduced, except for any reduction or exhaustion in the aggregate limits of insurance due to payment of claims which are in accordance with **SECTION I - COVERAGE, A. Insuring Agreement**, Paragraph 2. of this Coverage Part.
- c. In the event you fail or neglect to maintain "underlying insurance" as required, this Coverage Part will apply as though such "underlying insurance" was in force and collectible at the time a claim is presented to us which is in accordance with **SECTION I - COVERAGE, A. Insuring Agreement**, Paragraph 2. of this Coverage Part.
- d. The limits of "underlying insurance" shall be deemed applicable, regardless of any defense which the insurer who provides the "underlying insurance" may assert because of the insured's failure to comply with any Condition of the policy or the inability of the insurer to pay by reason of bankruptcy or insolvency.
- e. You must notify us in writing as soon as practicable when any "underlying insurance" is no longer in effect or the limits or scope of coverage of any "underlying insurance" is changed.

9. Other Insurance

- a. This insurance is excess over, and shall not contribute with any other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends and coverage is otherwise applicable, we will have the right, but not the duty to undertake to do so, provided that whomever we agree to defend and the Named Insured assign their rights to us under the policies of the insurers who did not defend. Such assignment must be in writing.

- b. When this insurance is excess over other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:
 - (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (2) The total of all deductible and self-insured amounts under all that other insurance.

10. Premium

The premium for this Coverage Part shall be as stated in the Declarations. The advance and anniversary premiums are not subject to adjustment, except as stated in the Declarations, or as stated in an endorsement issued by us to form a part of this Coverage Part.

You shall maintain records of such information as is necessary for premium computation, and shall, if requested by us, send copies of such records to us at the end of the "coverage term" and at such times during the policy period as we may direct.

11. Representations

- a. By acceptance of this Coverage Part, you agree that the statements in the Declarations are your agreements and representations, that this Coverage Part is issued in reliance upon the truth of such representations and that this Coverage Part embodies all agreements existing between you and us or any of our agents relating to this insurance.
- b. However, to the extent that the following applies in the "underlying insurance" listed specifically in the Schedule of Underlying Insurance, it will also apply to this Coverage Part:

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

12. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

13. Transfer of Rights of Recovery Against Others to Us

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
- b. Any recoveries shall be applied as follows:
 - (1) First, we will reimburse anyone, including the insured, the amounts actually paid by them that were in excess of our payments;
 - (2) Next, we will be reimbursed to the extent of our actual payment; and
 - (3) Lastly, any amounts left after meeting the obligations outlined in (1) and (2) above will be distributed to anyone else known to us at the time a recovery is made and who is legally entitled to such recovery.

Expenses incurred in the recovery shall be apportioned among all interests in the ratio of their respective recoveries as finally settled. If there is no recovery as a result of our attempts, we shall bear all of the recovery expenses.

- c. If prior to an "occurrence" to which this Coverage Part would apply, you and the issuer of your applicable "underlying insurance" listed specifically in the Schedule of Underlying Insurance waive any right of recovery against a person or organization for injury or damage, we will also waive any rights we may have against such person or organization.

14. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. "Advertisement" includes a publicity article. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an "advertisement".
2. "Authorized representative" means:
 - a. If you are:
 - (1) An individual, you and your spouse are "authorized representatives".
 - (2) A partnership or joint venture, your members, your partners, and their spouses are "authorized representatives".
 - (3) A limited liability company, your members and your managers are "authorized representatives".
 - (4) An organization other than a partnership, joint venture or limited liability company, your "executive officers" and directors are "authorized representatives". Provided you are not a publicly traded organization, your stockholders are also "authorized representatives".
 - (5) A trust, your trustees are "authorized representatives".
 - b. Your "employees" assigned to manage your insurance program, or assigned to give or receive notice of an "occurrence", claim or "suit" are also "authorized representatives".
3. "Auto" means:
 - a. Any land motor vehicle, trailer or semi-trailer designed for travel on public roads; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged."Auto" does not include "mobile equipment".
4. "Bodily injury" means bodily harm or injury, sickness, disease, disability, humiliation, shock, fright, mental anguish or mental injury, including care, loss of services or death resulting from any of these at any time.
5. "Coverage term" means the following individual increment, or if a multi-year policy period, increments, of time, which comprise the policy period of this Coverage Part:
 - a. The year commencing on the Effective Date of this Coverage Part at 12:01 AM standard time at your mailing address shown in the Declarations, and if a multi-year policy period, each consecutive annual period thereafter, or portion thereof if any period is for a period of less than 12 months, constitute individual "coverage terms". The last "coverage term" ends at 12:00 AM standard time at your mailing address shown in the Declarations on the earlier of:
 - (1) The day the policy period shown in the Declarations ends; or
 - (2) The day the policy to which this Coverage Part is attached is terminated or cancelled.
 - b. However, if after the issuance of this Coverage Part, any "coverage term" is extended for an additional period of less than 12 months, that additional period of time will be deemed to be part of the last preceding "coverage term".
6. "Coverage territory" means anywhere.
7. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any similar governing document.
10. "Hostile fire" means one that becomes uncontrollable or breaks out from where it was intended to be.
11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement,
 if such property can be restored to use by:
 - a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
 - b. Your fulfilling the terms of the contract or agreement.
12. "Insured contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "property damage" by fire or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;
 - f. That part of any other contract or agreement pertaining to your business, other than a contract or agreement pertaining to the rental or lease of any "auto", (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal and advertising injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or

- g. 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".

Paragraphs **f.** and **g.** do not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury", "property damage" or "personal and advertising injury" 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. However, if such liability is insured by valid and collectible "underlying insurance" as listed in the Schedule of Underlying Insurance, this Paragraph (1) shall not apply for such hazards for which insurance coverage is afforded by such "underlying insurance";
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (2) above and supervisory, inspection, architectural or engineering activities;
- (4) That indemnifies an advertising, public relations or media consulting firm for "personal and advertising injury" arising out of the planning, execution or failure to execute marketing communications programs. Marketing communications programs include but are not limited to comprehensive marketing campaigns; consumer, trade and corporate advertising for all media; media planning, buying, monitoring and analysis; direct mail; promotion; sales materials; design; presentations; point-of-sale materials; market research;

public relations and new product development;

- (5) Under which the insured, if an advertising, public relations or media consulting firm, assumes liability for "personal and advertising injury" arising out of the insured's rendering or failure to render professional services, including those services listed in Paragraph (4), above;
 - (6) That indemnifies a website designer or content provider, or Internet search, access, content or service provider for injury or damage arising out of the planning, execution or failure to execute Internet services. Internet Services include but are not limited to design, production, distribution, maintenance and administration of websites and web-banners; hosting websites; registering domain names; registering with search engines; marketing analysis; and providing access to the Internet or other similar networks;
 - (7) Under which the insured, if a website designer or content provider, or Internet search, access, content or service provider, assumes liability for injury or damage arising out of the insured's rendering or failure to render Internet services, including those listed in Paragraph (6), above;
 - (8) 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
 - (9) That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of an "auto" over a route or territory that person or organization is authorized to serve by public authority.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" includes supervisors furnished to you by the labor leasing firm. "Leased worker" does not include a "temporary worker".
14. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
 - f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

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

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding,

building cleaning, geophysical exploration, lighting and well servicing equipment.

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

16. "Occurrence" means:

- a. An accident, including continuous or repeated exposure to substantially the same general harmful conditions, that results in "bodily injury" or "property damage"; or
- b. An offense that results in "personal and advertising injury".

All damages arising from the same accident, continuous or repeated exposure to substantially the same general harmful conditions, act or offense shall be deemed to arise from one "occurrence" regardless of:

- (1) The frequency of repetition;
- (2) The number or kind of media used; or
- (3) The number of claimants.

17. "Personal and advertising injury" means injury, including "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. Abuse of process;
- d. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- e. Defamation of character, including oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- f. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- g. The use of another's advertising idea in your "advertisement";
- h. Infringing upon another's copyright, trade dress or slogan in your "advertisement"; or

- i. Discrimination, unless insurance coverage therefor is prohibited by law or statute.

18. "Pollutants" mean any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, petroleum, petroleum products and petroleum by-products, and waste. Waste includes materials to be recycled, reconditioned or reclaimed. "Pollutants" include, but are not limited to, substances which are generally recognized in industry or government to be harmful or toxic to persons, property or the environment regardless of whether the injury or damage is caused directly or indirectly by the "pollutants" and whether:

- a. The insured is regularly or otherwise engaged in activities which taint or degrade the environment; or
- b. The insured uses, generates or produces the "pollutant".

19. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the site has been completed, if your contract calls for work at more than one site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition

was created by the "loading or unloading" of that vehicle by any insured; or

- (2) The existence of tools, uninstalled equipment or abandoned or unused materials.

20. "Property damage" means:

- a. Physical injury to or destruction of tangible property including all resulting loss of use. All such loss of use shall be deemed to occur at the time of the physical injury or destruction that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

21. "Subsidiary" means any organization in which more than 50% of the outstanding securities or voting rights representing the present right to vote for election of directors is owned or controlled, directly or indirectly, in any combination, by one or more of the Named Insureds.

22. "Suit" means a civil proceeding in which money damages because of "bodily injury", "personal and advertising injury" or "property damage" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such money damages are claimed and to which the insured must submit or does submit with our consent;
- b. Any other alternative dispute resolution proceeding in which such money damages are claimed and to which the insured submits with our consent; or
- c. An appeal of a civil proceeding.

23. "Temporary worker" means a person who is furnished to you to:

- a. Substitute for a permanent "employee" on leave; or
- b. Meet seasonal or short-term workload conditions.

24. "Ultimate net loss" means the sum actually paid or payable in the settlement or satisfaction of the insured's legal obligation for damages, covered by this insurance, either by adjudication or compromise. "Ultimate net loss" does not include Defense and Supplementary Payments as described in **SECTION I - COVERAGE, C. Defense and Supplementary Payments** of this Coverage Part.

25. "Underlying insurance" means the insurance listed in the Schedule of Underlying Insurance and the insurance available to the insured under all other insurance policies applicable to the "occurrence". "Underlying insurance" also includes any type of self-insurance or alternative method by which the insured arranges for funding of legal liabilities that affords coverage that this Coverage Part covers.

26. "Underlying limit" means the total of the applicable limits of all "underlying insurance" less the amount, if any, by which the applicable limit of the applicable policy listed in the Schedule of Underlying Insurance has been reduced solely by payment of loss resulting from claims which are in accordance with **SECTION I - COVERAGE, A. Insuring Agreement**, Paragraph 2. of this Coverage Part.

27. "Workplace" means that place and during such hours to which the "employee" sustaining injury was assigned by you, or any other person or entity acting on your behalf, to work on the date of "occurrence".

28. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

- (a) You;
- (b) Others trading under your name; or
- (c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of your product; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

29. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

- (2) Materials, parts or equipment furnished in connection with such work or operations.
- b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

A. SECTION I - COVERAGE, B. Exclusions is modified to add the following:

This insurance does not apply to:

1. Any liability:
 - a. With respect to which an insured under this Coverage Part is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - b. Resulting from the "hazardous properties" of "nuclear material" and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this Coverage Part not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
2. Any liability resulting from the "hazardous properties" of "nuclear material", if
 - a. The "nuclear material" (1) is at any "nuclear facility" owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
 - b. The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - c. The injury or damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this

Exclusion c. applies only to "property damage" to such "nuclear facility" and any property thereat.

B. SECTION V - DEFINITIONS is hereby modified to add the following definitions:

1. "Hazardous properties" include radioactive, toxic or explosive properties;
2. "Nuclear material" means "source material", "special nuclear material" or "by-product material";
3. "Source material", "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
4. "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";
5. "Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".
6. "Nuclear facility" means:
 - a. Any "nuclear reactor";
 - b. Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", (3) or handling, processing or packaging "waste";
 - c. Any equipment or device used for the processing, fabricating or alloying of "special nuclear materials", if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

d. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

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

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

Public Works Projects

Awarding Agency: Spokane Fire Department

Workers' Comp Premium Status

Company UBI: 601 991 825

Company Accounts

823,799-02 ▾

Premium Details for account #823,799-02

| Type | Date | Premium | Interest | Penalty | Amount Paid | Balance |
|---------|------------|------------|----------|---------|-------------|---------|
| Premium | 6/30/2024 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Premium | 3/31/2024 | \$2,480.50 | \$0 | \$0 | \$2,480.50 | \$0 |
| Premium | 12/31/2023 | \$2,772.43 | \$0 | \$0 | \$2,772.43 | \$0 |
| Premium | 9/30/2023 | \$2,686.06 | \$0 | \$0 | \$2,686.06 | \$0 |
| Premium | 6/30/2023 | \$3,993.38 | \$0 | \$0 | \$3,993.38 | \$0 |
| Premium | 3/31/2023 | \$3,611.30 | \$0 | \$0 | \$3,611.30 | \$0 |
| Premium | 12/31/2022 | \$2,770.14 | \$0 | \$0 | \$2,770.14 | \$0 |
| Premium | 9/30/2022 | \$3,797.92 | \$0 | \$0 | \$3,797.92 | \$0 |

Public Works Projects

Awarding Agency: Spokane Fire Department

Workers' Comp Premium Status

Company UBI: 601 991 825

Company Accounts

Premium Details for account #823,799-02

| Type | Date | Premium | Interest | Penalty | Amount Paid | Balance |
|---------|------------|------------|----------|---------|-------------|---------|
| Premium | 6/30/2024 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Premium | 3/31/2024 | \$2,480.50 | \$0 | \$0 | \$2,480.50 | \$0 |
| Premium | 12/31/2023 | \$2,772.43 | \$0 | \$0 | \$2,772.43 | \$0 |
| Premium | 9/30/2023 | \$2,686.06 | \$0 | \$0 | \$2,686.06 | \$0 |
| Premium | 6/30/2023 | \$3,993.38 | \$0 | \$0 | \$3,993.38 | \$0 |
| Premium | 3/31/2023 | \$3,611.30 | \$0 | \$0 | \$3,611.30 | \$0 |
| Premium | 12/31/2022 | \$2,770.14 | \$0 | \$0 | \$2,770.14 | \$0 |
| Premium | 9/30/2022 | \$3,797.92 | \$0 | \$0 | \$3,797.92 | \$0 |



License Information:

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

Entity name: SHAWN COLE CONSTRUCTION INC.

Business name: SHAWN COLE CONSTRUCTION

Entity type: [Profit Corporation](#)

UBI #: 601-991-825

Business ID: 001

Location ID: 0001

Location: Active

Location address: 15212 W COUGAR LN
SPOKANE WA 99224-9566

Mailing address: 15212 W COUGAR LN
SPOKANE WA 99224-9566

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 |
|--|---------------|-------|---------|--------|-----------------|---------------------|
| Liberty Lake General Business - Non-Resident | | | | Active | Nov-30-2024 | Aug-23-2022 |
| Moses Lake General Business - Non-Resident | BUS2015-00784 | | | Active | Nov-30-2024 | Dec-26-2002 |
| Spokane General Business - Non-Resident | T11034052BUS | | | Active | Nov-30-2024 | Oct-15-2012 |

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

| Governing people | Title |
|------------------|-------|
| COLE, DARCI | |
| COLE, SHAWN | |



Governing people

Title

MULDERIG, CHRIS

WHITAKER, LORI

The Business Lookup information is updated nightly. Search date and time: 7/29/2024 2:29:28 PM

Contact us

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Check if your browser is supported



**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 08/26/2024**Committee Agenda type:** Consent**Date Rec'd**

8/14/2024

Clerk's File #**Cross Ref #****Project #****Council Meeting Date:** 09/09/2024**Submitting Dept**

FLEET SERVICES

Bid #

RFQ #6204-24

Contact Name/Phone

RICK GIDDINGS 625-7706

Requisition #

VB

Contact E-Mail

RGIDDINGS@SPOKANECITY.ORG

Agenda Item Type

Purchase w/o Contract

Council Sponsor(s)

MCATHCART BWILKERSON ZZAPPONE

Agenda Item Name

5100 - VALUE BLANKET CONTRACT WITH TITAN TRUCK

Agenda Wording

Fleet Services would like to enter into a Value Blanket Contract with Titan Truck Equipment for the purchase of specialty truck equipment, service bodies, and related vehicle upfitting components.

Summary (Background)

Fleet Services would like to enter into a Value Blanket Contract with Titan Truck Equipment for the purchase of specialty truck equipment, service bodies, and related vehicle upfitting components. The contract is not to exceed \$100,000 per year for a term of 5 years.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost

\$ 500,000.00

Current Year Cost

\$ 100,000.00

Subsequent Year(s) Cost

\$ 100,000.00

Narrative

RFQ 6204-24 was issued in July receiving 3 responsive quotes. Titan Truck Equipment provided the lowest responsive bid.

Amount**Budget Account**

Expense

\$ 100,000.00

Varies by department

Select

\$

#

Select

\$

#

Select

\$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

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

Additional Approvals

| | |
|--------------------------|--------------|
| <u>PURCHASING</u> | PRINCE, THEA |
| | |
| | |
| | |
| | |

Distribution List

| | |
|---|---------------------------|
| edh@titantruck.com | rgiddings@spokanecity.org |
| atrussell@spokanecity.org | tprince@spokanecity.org |
| tbrazington@spokanecity.org | tlester@spokanecity.org |
| fleetservicesaccounting@spokanecity.org | |
| | |
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| | |

Council Briefing Paper Finance & Administration Committee

| | |
|---|--|
| Committee Date | August 26, 2024 |
| Submitting Department | Fleet Services |
| Contact Name | Rick Giddings |
| Contact Email & Phone | rgiddings@spokanecity.org 509-625-7706 |
| Council Sponsor(s) | Cathcart, Wilkerson, Zappone |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: |
| Agenda Item Name | 5100 – Value Blanket Contract with Titan Truck Equipment |
| Proposed Council Action | <input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only |
| Summary (Background) | Fleet Services would like to enter into a Value Blanket Contract with Titan Truck Equipment for the purchase of specialty truck equipment, service bodies, and related vehicle upfitting components. The contract is not to exceed \$100,000 per year for a term of 5 years. |
| *use the Fiscal Impact box below for relevant financial information | |
| Fiscal Impact | |
| Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | |
| Total Cost: <u>\$500,000</u> | |
| Current year cost: \$100,000 | |
| Subsequent year(s) cost: \$100,000 | |
| Narrative: <u>RFQ 6204-24 was issued in July receiving 3 responsive quotes. Titan Truck Equipment provided the lowest responsive bid.</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 type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A | |
| Other budget impacts: (revenue generating, match requirements, etc.) | |
| Operations Impacts (If N/A, please give a brief description as to why) | |
| <ul style="list-style-type: none"> • What impacts would the proposal have on historically excluded communities? None Identified. • How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Data will not be collected. • How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution? Cost and service information will be collected by Fleet Services to ensure continued value. | |

COUNCIL RULES – ATTACHMENT B 1 (STANDARD BRIEFING PAPER)

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

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not. No subcommittee for this topic.

Bid Response Summary

Bid Number RFQ 6204-24
Bid Title Truck Parts and accessories - Annual Value Blanket
Due Date Wednesday, August 7, 2024 2:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company TITAN TRUCK EQUIPMENT
Submitted By Ed Heck - Thursday, August 1, 2024 12:02:25 PM [(UTC-08:00) Pacific Time (US & Canada)]
 EDH@TITANTRUCK.COM

Comments

Question Responses

| Group | Reference Number | Question | Response |
|---------------------|------------------|--|---|
| DEFAULT ITEM GROUP | | | |
| | 1 | ADDENDA. Indicated how many Addenda bidder acknowledges receipt of. | 1 |
| Contact | | | |
| | 1 | Please indicate the appropriate point of contact (including phone number and email) regarding this quote and placement of order if awarded. If these actions will not be managed by the same person, please explicitly specify all relevant contacts. | Ed Heck 509-755-5037 Ext-1108 edh@titantruck.com |
| Order Placement | | | |
| | 1 | Supplier acknowledges award of this business is anticipated August 2024, but the City reserves the right to reject all quotes and re-compete for any reason. | Yes |
| | 2 | Supplier acknowledges all products must be quoted in order to be eligible for award. | Yes |
| Value Blanket Terms | | | |
| | 1 | Supplier agrees this product shall be awarded on a five (5) year value blanket order with no options for renewals. Supplier acknowledges the quantities provided represent an annual usage estimate and payment shall be made only for release orders placed, received, and accepted. | Yes |
| | 2 | Supplier acknowledges product will be ordered off the value blanket on an as-needed basis with no guarantee of quantities. | Yes |
| Product | | | |
| | 1 | Supplier acknowledges product sold in the course of this agreement must be new, unused, and of the latest possible design and production. | Yes |
| | 2 | Supplier acknowledges product makes and models are herein specified (see 'Pricing' tab) to establish an acceptable standard. Alternative products may be quoted, but the City reserves the right to determine whether or not alternative product is acceptable. The make/model for each product quoted must be disclosed on each line item in the 'Pricing' tab. | Yes |

| | | | |
|---------------------------|--|---|---------------|
| | | If quoting alternate product, supplier may upload documentation supporting the quality of the product quoted here (all product pages must be uploaded at once, in a single document - please organize pages in the order of the product quoted on the 'Pricing' tab): | |
| 3 | | | |
| 4. | | Weather Guard Truck or Van Storage Drawer: Steel, 9 1/2 inch Ht,20 inch Wd, 48inch deep. 1 drawer, white. Model number 306-3. Drawer load capacity 425lbs, attaches to truck bed or van floor. | I acknowledge |
| 5. | | Weather Guard Underbed box - White, model number 524-3-02. Fits flatbed, platform or dump truck bodies. 2.3 cu ft of storage. 3-point latching system. Rain gutter and full weather seal. | I acknowledge |
| 6. | | Weather Guard Aluminum 41" Lo-Side Box Model number 184-0-03. Push button lock that can code multiple boxes. Mount over the bed rails, and 90-degree cover opening. 12-volt access, compatible with powerSync accessibility. | I acknowledge |
| 7. | | Weather Guard Cross Box Storage. Model number 114-0-01. Full extra wide crossbox with a 15.3 cu ft storage capacity. 12 volt access | I acknowledge |
| 8. | | Luverne Grip Step 7" X 14" Aluminum WEW running boards for select Ford F-250, F350, F-450, model number 415114-401733. Included a pair of running boards and mounting hardware. | I acknowledge |
| 9. | | Auto Crane Senser/Pressure switch with 2400 PSI part number 360685000. | I acknowledge |
| 10. | | Ecco Mini 15" Light Bar 5585A. 12-24 VDC operation, high intensity LED's and reflective technology. 18 flash patterns. 4 Bold mount, Amber lens | I acknowledge |
| 11. | | Ecco 3400 SAE Class I LED safety Director. 9 built in flash patterns. 48.1" in length | I acknowledge |
| 12. | | CURT Xtra duty class 5 trailer hitch with 2" Receiver for Select Ford F-350 Super Duty. model number 15402. Rated to 17,000lbs gross trailer weight and 2550 lbs tongue weight. Compatible with weight distribution hitch. | I acknowledge |
| 13. | | Auto Crane Spool Assembly F480184 for 5005H, 640H Number 480186000 | I acknowledge |
| 14 | | Cargo Glide 100% Extension/2200 lbs - Full Size - Long Bed - model number CG2200XL-9548 | I acknowledge |
| PRICING | | | |
| 1 | | The Vendor's prices shall be firm throughout the first year of the contract period. | Yes |
| 2 | | PRICING ADJUSTMENTS: Pricing can be requested on the anniversary of the award with justification. | Yes |
| Additional Product | | | |
| 1 | | Supplier acknowledges the City may purchase through this value blanket additional 'Truck Parts and Accessories' from the winning supplier which are not explicitly quoted herein and agrees to sell those items at: | No |

| | | |
|---------------|--|------|
| 2 | Percentage Off Supplier's List Cost: Percentage Off Supplier's List Cost, to arrive at a Unit Price Cost. Enter Percentage Discount Off Supplier's List Cost. | 20 % |
| 2.1 | Discount percentages offered will remain unchanged throughout the life of the contract. | Yes |
| 3 | Percentage Markup Above Supplier's Cost: Should supplier not provide percentage off Supplier's list cost. Enter Percentage Markup Above Supplier's Cost here that applied to arrive at a Unit Price Cost. | no |
| 3.1 | Percentage Markup will remain unchanged throughout the life of the contract | Yes |
| 4 | Bidder is aware if it does not provide Percentage Off Supplier's List Cost, or does not provide Percentage Markup Above Supplier's Cost, for any additional 'Truck Parts and Accessories' which are not explicitly quoted herein, but may be realized are needed at a later point in time, that any resulting value blanket would be limited to the purchase of item types stated on Pricing Form. | Yes |
| Delivery | | |
| 1 | Supplier acknowledges all freight expenses shall be the responsibility of the winning supplier. Unit pricing on this quote is understood to include delivery to the FOB point. | Yes |
| 2 | Supplier agrees all product shall be ordered/delivered FOB: Destination is the to the requesting Department. City reserves the right to pick up product at supplier's local distribution center, as needed. | Yes |
| 3 | Supplier certifies this product is available for pick up on an as-needed basis at the following local distribution center address (physically located within 15 miles of 914 E. North Foothills Dr. Spokane, WA 99207): | yes |
| 4 | Supplier acknowledges partial deliveries shall be accepted and any delivery delays must be communicated to the City employee who placed the order *before* the anticipated delivery date. Supplier is responsible for ensuring all deliveries meet promised timelines and for any resulting expenses, such as expedited freight costs. | Yes |
| 5 | Supplier specifies product herein quoted shall be delivered within the following number of business days ARO: | 30 |
| 6 | Supplier acknowledges product picked up at the supplier's local distribution center shall only be sold to employees bearing City identification. The full name of the employee purchasing the product shall be noted on the supplier's invoice and a packing list (or similar) shall be provided to the employee at the point of transaction. Failure to verify identification, obtain the employee's full name, and provide a packing list releases the City from any obligation to pay. Pickup orders shall be invoiced to the City within 5 business days of the transaction. | Yes |
| Payment Terms | | |

| | | |
|-----------------------------------|--|--------------|
| 1 | Supplier agrees payment shall be made via direct deposit/ACH (except as provided by state law) according to net30 terms after receipt and acceptance of goods ordered. A completed ACH application is required before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediately make every effort to settle the disputed amount. | Yes |
| 2 | Supplier acknowledges all invoices shall reference the City's value blanket number, which shall be provided upon award, and the full name of the City employee who purchased the invoiced items. | Yes |
| Sales Tax | | |
| 1 | Supplier acknowledges the City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Therefore, all submissions shall be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax. | Yes |
| Business Registration Requirement | | |
| 1 | Supplier acknowledges Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The supplier shall be responsible for contacting the State of Washington Business License Services at http://bls.dor.wa.gov or 1-800-451-7985 to obtain a business registration. If the supplier 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. | Yes |
| 2 | Supplier's Business Registration No. | T13004305BUS |
| Polychlorinated Biphenyls (PCBs) | | |
| 1 | In accordance with SMC 7.06.172(A), the respondent certifies that the products quoted and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCBs). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful respondent to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels. | Yes |

| | | |
|--------------------|---|-----|
| 2 | As far as you know, has this product type been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)? | Yes |
| 3 | If so, were PCBs found at a measureable level? | |
| 4 | As far as you know, has this actual product been tested for PCBs by a WA State accredited lab using EPA Method 1668 (or equivalent as updated)? | Yes |
| 5 | If so, note from whom the results can be obtained. | |
| 6 | Do you have reason to believe the product contains measurable levels of PCBs? | No |
| 7 | Do you have reason to believe the product packaging contains measurable levels of PCBs? | No |
| Terms & Conditions | | |
| 1 | Supplier accepts the Terms & Conditions of this request in accordance with the document so named in the 'Documents' tab. | Yes |

Pricing Responses

| Group | Reference Number | Description | Type | Unit Of Measure | Quantity | Unit Price | Ext Base Price | Comment | Make/Model |
|---------|---------------------------|---|------|-----------------|----------|------------|----------------|---------|------------|
| Product | | | | | | | | | |
| | 1. Weather Guard 306-3 | Pack Rat Drawer unit 48"x20"x9" | Base | Each | 1.00 | \$1,129.20 | \$1,129.20 | | |
| | 2. Weather Guard 524-3-02 | Underbed Truck Box 4.5 cu ft | Base | Each | 1.00 | \$465.84 | \$465.84 | | |
| | 2. Weather Guard 184-0-03 | Aluminum 41" Lo-Side Box | Base | Each | 1.00 | \$638.56 | \$638.56 | | |
| | 4. Weather Guard 114-0-01 | Cross Box Storage, Wide - Gull Wing | Base | Each | 1.00 | \$1,060.96 | \$1,060.96 | | |
| | 5. Luverne 415114-401733 | Grip Step 7"x114" Aluminum W2@ Running Boards for Select Ford F-250, F-350, F-450 | Base | Each | 1.00 | \$636.99 | \$636.99 | | |
| | 6. Auto Crane 360685000 | Sensor, Pressure Switch, 2400 PSI | Base | Each | 1.00 | \$175.50 | \$175.50 | | |

| | | | | | | |
|---|---|------|------|------|------------|------------|
| 7. Ecco Mini Light Bar 5585A | Strobe, Mini Light Bar Vehicle Light Bar Size, LED, SAE J845 class 1 | Base | Each | 1.00 | \$328.03 | \$328.03 |
| 8. Ecco 3410 A Single Bar | Vehicle Directional Light: Directional Light, LED, Linear, 8 Heads, Amber, Bracket, Pigtail | Base | Each | 1.00 | \$559.55 | \$559.55 |
| 9. CURT 15402 hitch | Xtra Duty Class 5 trailer Hitch with 2" Receiver | Base | Each | 1.00 | \$466.05 | \$466.05 |
| 10. Auto Crane 480186000 Spool Assembly | F480184 for 5005H,6406H | Base | Each | 1.00 | \$376.20 | \$376.20 |
| 11. GargoGlide CG2200XL-9548 | Slide out Cargo tray | Base | Each | 1.00 | \$2,250.00 | \$2,250.00 |
| 12. Delivery | Delivery Fee | Base | Each | 1.00 | \$0.00 | \$0.00 |
| Total Base Bid | \$8,086.88 | | | | | |



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 08/26/2024

Committee Agenda type: Consent

Date Rec'd 8/14/2024

Clerk's File #

Cross Ref #

Project #

Council Meeting Date: 09/09/2024

| | | | |
|------------------------|----------------|--------------|--------------|
| Submitting Dept | FLEET SERVICES | Bid # | IPWQ 6182-24 |
|------------------------|----------------|--------------|--------------|

| | | | |
|---------------------------|------------------------|----------------------|---------|
| Contact Name/Phone | RICK GIDDINGS 625-7706 | Requisition # | CR26600 |
|---------------------------|------------------------|----------------------|---------|

| | | | |
|-----------------------|---------------------------|--|--|
| Contact E-Mail | RGIDDINGS@SPOKANECITY.ORG | | |
|-----------------------|---------------------------|--|--|

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

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

| | | | |
|-------------------------|--|--|--|
| Agenda Item Name | 5100 - CONTRACT WITH HOTSY OF SPOKANE FOR WASH SITE MAINT. | | |
|-------------------------|--|--|--|

Agenda Wording

Fleet Services would like to enter into a Public Works Maintenance Contract with Hotsy of Spokane for repair, maintenance, and products related to the City Vehicle Wash Site.

Summary (Background)

Fleet Services would like to enter into a Public Works Maintenance Contract with Hotsy of Spokane for repair, maintenance, and products related to the City Vehicle Wash Site. Yearly expenditure is not to exceed \$150,000. The term is 3 years with the option for 2 one-year extensions.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Approved in Current Year Budget? YES

| | |
|------------|---------------|
| Total Cost | \$ 450,000.00 |
|------------|---------------|

| | |
|-------------------|---------------|
| Current Year Cost | \$ 150,000.00 |
|-------------------|---------------|

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

Narrative

IPWQ 6182-24 was issued in July returning 2 responsive quotes. An evaluation committee rated responses based on experience, qualifications, and cost. Hotsy of Spokane was unanimously selected as awardee.

Amount

Budget Account

| | | |
|---------|---------------|--------------------------------|
| Expense | \$ 100,000.00 | # 4500-45700-37148-53201-99999 |
| Expense | \$ 50,000.00 | # 4500-45100-37148-54803-99999 |
| Select | \$ | # |
| Select | \$ | # |
| | \$ | # |
| | \$ | # |



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

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

Additional Approvals

| | |
|--------------------------|--------------|
| <u>PURCHASING</u> | PRINCE, THEA |
| | |
| | |
| | |
| | |

Distribution List

| | |
|---------------------------|---|
| loran@hotsyspokane.com | rgiddings@spokanecity.org |
| atrussell@spokanecity.org | tbrazington@spokanecity.org |
| tprince@spokanecity.org | fleetservicesaccounting@spokanecity.org |
| | |
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Council Briefing Paper Finance & Administration Committee

| | |
|---|--|
| Committee Date | August 26, 2024 |
| Submitting Department | Fleet Services |
| Contact Name | Rick Giddings |
| Contact Email & Phone | rgiddings@spokanecity.org 509-625-7706 |
| Council Sponsor(s) | Cathcart, Wilkerson, Zappone |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: |
| Agenda Item Name | 5100 – Contract with Hotsy of Spokane for Wash Site Maintenance |
| Proposed Council Action | <input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only |
| Summary (Background) | Fleet Services would like to enter into a Public Works Maintenance Contract with Hotsy of Spokane for repair, maintenance, and products related to the City Vehicle Wash Site. Yearly expenditure is not to exceed \$150,000. The term is 3 years with the option for 2 one-year extensions. |
| *use the Fiscal Impact box below for relevant financial information | |
| Fiscal Impact | |
| Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$150,000</u> Current year cost: \$150,000 Subsequent year(s) cost: \$150,000 | |
| Narrative: IPWQ 6182-24 was issued in July returning 2 responsive quotes. An evaluation committee rated responses based on experience, qualifications, and cost. Hotsy of Spokane was unanimously selected as awardee. | |
| 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.) Wash site repairs are passed through to the site owner, SWC. | |
| Operations Impacts (If N/A, please give a brief description as to why) | |
| <ul style="list-style-type: none"> • What impacts would the proposal have on historically excluded communities? None identified. • How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Data will not be collected. • How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution? Cost and service information will be monitored by Fleet for later evaluation. | |

COUNCIL RULES – ATTACHMENT B 1 (STANDARD BRIEFING PAPER)

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

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.
No Subcommittee for this topic.



City of Spokane

**PREVENTATIVE MAINTENANCE
AGREEMENT**

Title: WASH FACILITY MAINTENANCE AND REPAIR

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **HOTSY OF SPOKANE, INC.**, whose address is 13218 U.S. 395, Eltopia, Washington 99330 as (“Contractor”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the purpose of this Agreement is to provide Wash Facility Maintenance and Repair; and

WHEREAS, the Contractor was selected from IPWQ No. 6182-24.

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on September 1, 2024, and ends on August 31, 2027, unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.

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

3. SCOPE OF WORK.

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

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

4. COMPENSATION / PAYMENT.

Total annual compensation for Contractor’s services under this unit priced Agreement shall be a maximum amount not to exceed **ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00)**, per year, plus applicable taxes, and in accordance with the Pricing Response in Exhibit C, unless modified by a written amendment to this Agreement, unless modified by a written

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

The Contractor shall submit its applications for payment to City of Spokane, Fleet Services Department, 914 East North Foothills Drive, Spokane, Washington, 99207. All invoices should include the City Clerk's File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **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.

5. TAXES, FEES AND LICENSES.

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

6. PREVENTATIVE MAINTENANCE.

The following Preventative Maintenance requirements apply to the Work under this Agreement:

- A. The Contractor shall pay state prevailing wages. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages," certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by a Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the pre-filed statement or statements of intent to pay prevailing wages on file with the City. At the end of the work, the Contractor and subcontractors must submit an "Affidavit of Wages Paid," certified by the industrial statistician.
- B. **STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED.** For contracts in excess of \$10,000, the Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the Washington State Department of Labor and Industries (L & I); and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.
- C. A payment/performance bond is NOT required.
- D. Statutory retainage is NOT required.

7. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at

www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

8. 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 Contractor agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

9. INDEMNIFICATION.

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

10. INSURANCE.

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

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

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

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

D. **Property Insurance** if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Contractor or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Contractor shall furnish acceptable insurance certificates to the City at the time it returns the signed Agreement. The certificate shall specify 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 Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. SUBCONTRACTOR RESPONSIBILITY.

The Contractor must verify responsibility criteria for each first-tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350(1) and possesses an electrical contractor license, if required by chapter 19.28 RCW, or an elevator contractor license, if required by chapter 70.87 RCW.

12. INDEPENDENT CONTRACTOR.

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

13. ASSIGNMENT AND SUBCONTRACTING.

The Contractor 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 Contractor shall incorporate by reference this Agreement, except as otherwise provided. The Contractor shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the Contractor from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

14. TERMINATION.

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

15. STANDARD OF PERFORMANCE.

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

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. CONSTRUAL.

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

18. DEBARMENT AND SUSPENSION.

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

19. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.

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

The Contractor guarantees and warranties all work, labor and materials under this Agreement for one (1) year following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Agreement. This warranty is in addition to any manufacturers' or other warranty in the Agreement documents.

20. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** The City may modify this Agreement and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the City, and the Agreement time and compensation will be adjusted accordingly.
- B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.
- C. This 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 Contractor after the time the same shall

have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict occurs between 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.
- I. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk’s Records (online) or a valid Public Records Request (PRR).

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

HOTSY OF SPOKANE, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

- Attachment A – Debarment Certification
- Attachment B - Certification of Compliance with Wage Payment Statutes
- Attachment C – Contractor’s Response to IPWQ

ATTACHMENT A

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

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

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

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

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

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

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

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



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

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

As of July 1, 2019, have fulfilled the Department of Labor and Industries’ Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020 by either of the following:

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

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

Bidder’s Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Sole Proprietorship Partnership Joint Venture Corporation

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

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

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

ATTACHMENT C



STATE OF WASHINGTON

BUSINESS LICENSE

Limited Liability Company

HOTSY OF SPOKANE LLC
SPOKANE HOTSY
STE 102
812 S DISHMAN RD
SPOKANE VALLEY WA 99206-3118

UNEMPLOYMENT INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE

CITY/COUNTY ENDORSEMENTS:

SPOKANE VALLEY GENERAL BUSINESS - ACTIVE
SPOKANE GENERAL BUSINESS - NON-RESIDENT (EXPIRES 8/31/2025) - ACTIVE

LICENSING RESTRICTIONS:

Not licensed to hire minors without a Minor Work Permit.

REGISTERED TRADE NAMES:

HOTSY OF OTHELLO
HOTSY OF SPOKANE
OTHELLO HOTSY
SPOKANE HOTSY

Issue Date: Aug 09, 2024

Unified Business ID #: 604350853

Business ID #: 001

Location: 0001

Expires: Nov 30, 2024

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: 604350853 001 0001

STATE OF WASHINGTON

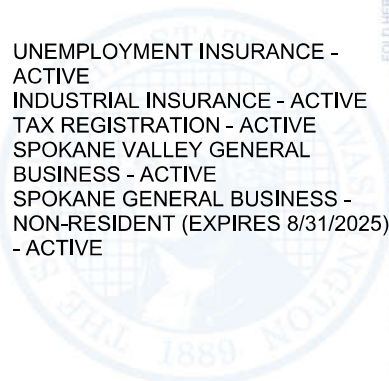
Expires: Nov 30, 2024

HOTSY OF SPOKANE LLC
SPOKANE HOTSY
STE 102
812 S DISHMAN RD
SPOKANE VALLEY WA 99206-3118

UNEMPLOYMENT INSURANCE - ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE
SPOKANE VALLEY GENERAL BUSINESS - ACTIVE
SPOKANE GENERAL BUSINESS - NON-RESIDENT (EXPIRES 8/31/2025) - ACTIVE

FOLD HERE

FOLD HERE



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)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/6/2024

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 Richland Office Marsh McLennan Agency LLC 390 Bradley Blvd. Richland, WA 99352 | CONTACT NAME: PHONE (A/C, No, Ext): (509) 946-6161 | FAX (A/C, No): (866) 215-4862 | |
| | E-MAIL ADDRESS: | | |
| | INSURER(S) AFFORDING COVERAGE | | |
| INSURED Hotsy of Spokane, LLC 13218 State Rd 395 Eltopia, WA 99330 | INSURER A : Employers Mutual Casualty Company | | NAIC # 21415 |
| | 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 checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | X | | 6X21695 | 7/1/2024 | 7/1/2025 | EACH OCCURRENCE | \$ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 500,000 |
| | | | | | | | 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 | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | X | | 6X21695 | 7/1/2024 | 7/1/2025 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | | \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | 6X21695 | 7/1/2024 | 7/1/2025 | EACH OCCURRENCE | \$ 1,000,000 |
| | | | | | | | AGGREGATE | \$ 1,000,000 |
| | | | | | | | | \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | | | | 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)
City of Spokane as additional insured.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY ELITE EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The COMMERCIAL GENERAL LIABILITY COVERAGE FORM is amended to include the following clarifications and extensions of coverage. The provisions of the Coverage Form apply unless modified by endorsement.

A. EXPECTED OR INTENDED INJURY

Section I – Coverage A, Exclusion **a.** is amended as follows:

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

B. NON-OWNED WATERCRAFT

Section I – Coverage A, Exclusion **g.(2)** is amended as follows:

- (2) A watercraft you do not own that is:
 - (a) Less than 60 feet long; and
 - (b) Not being used to carry person(s) or property for a charge;

C. EXTENDED PROPERTY DAMAGE COVERAGE

Section I – Coverage A, Exclusions **j.(3)** and **(4)** is amended to add the following:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

| SCHEDULE | |
|---------------------------|-----------------|
| Limits Of Insurance | Deductible |
| \$5,000 Each Occurrence | \$250 Per Claim |
| \$10,000 Annual Aggregate | |

- a. The each occurrence limit listed above is the most we will pay for all damages because of “property damage” to property in the care, custody and control of or property loaned to an insured as the result of any one “occurrence”, regardless of the number of:
 - (1) insureds;
 - (2) claims made or “suits” brought;
 - (3) persons or organizations making claims or bringing “suits”.

The aggregate limit listed above is the most we will pay for all damages because of “property damage” to property in the care custody and control of or property loaned to an insured during the policy period.

Any payment we make for damages because of “property damage” to property in the care, custody and control of or property loaned to an insured will apply against the General Aggregate Limit shown in the declarations.

- b. Our obligation to pay damages on your behalf applies only to the amount of damages in excess of the deductible amount listed above. We may pay any part or all of the deductible amount listed above. We may pay any part or all of the deductible amount to effect settlement of any claim or “suit” and upon notification by us, you will promptly reimburse us for that part of the deductible we paid.
- c. If two or more coverages apply under one “occurrence”, only the highest per claim deductible applicable to these coverages will apply.
- d. Insurance provided by this provision is excess over any other insurance, whether primary, excess, contingent or any other basis. Since insurance provided by this endorsement is excess, we will have no duty to defend any claim or “suit” to which insurance provided by this endorsement applies if any other insurer has a duty to defend such a claim or “suit”. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured’s rights against all those other insurers.

D. PROPERTY DAMAGE – ELEVATORS

Section I – Coverage A.2. Exclusions paragraphs **j.(3), j.(4), j.(6)** and **k.** do not apply to use of elevators. This insurance afforded by this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured and **Section IV – Commercial General Liability Conditions** Paragraph **4. Other Insurance** is changed accordingly.

E. FIRE, LIGHTNING OR EXPLOSION DAMAGE

Except where it is used in the term "hostile fire", the word fire includes fire, lightning or explosion wherever it appears in the Coverage Form.

Under **Section I – Coverage A**, the last paragraph (after the exclusions) is replaced with the following:

Exclusions **c.** through **n.** do not apply to damage by fire, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III – Limits of Insurance**.

F. MEDICAL PAYMENTS

If **Section I – Coverage C. Medical Payments Coverage** is not otherwise excluded from this Coverage Form:

The requirement, in the Insuring Agreement of Coverage **C.**, that expenses must be incurred and reported to us within **one year** of the accident date is changed to **three years**.

G. SUPPLEMENTARY PAYMENTS

Supplementary Payments – Coverages A and B Paragraphs 1.b. and 1.d. are replaced by the following:

1.b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

H. SUBSIDIARIES AS INSUREDS

Section II – Who Is An Insured is amended to add the following:

1.f. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, insured does not include any subsidiary that is an insured under any other general liability policy, or would have been an insured under such a policy but for termination of that policy or the exhaustion of that policy's limits of liability.

I. BLANKET ADDITIONAL INSUREDS – AS REQUIRED BY CONTRACT

1. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) subject to provisions in Paragraph **2.** below, (hereinafter referred to as additional insured) when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy provided that the written contract or agreement is:

- a. Currently in effect or becomes effective during the policy period; and
- b. Executed prior to an "occurrence" or offense to which this insurance would apply.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured; and
- c. Applies only if the person or organization is not specifically named as an additional insured under any other provision of, or endorsement added to, **Section II – Who Is An Insured** of this policy.

2. As provided herein, the insurance coverage provided to such additional insureds is limited to:

- a. Any Controlling Interest, but only with respect to their liability arising out of their financial control of you; or premises they own, maintain, or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- b. Any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In connection with your premises; or

(2) In the performance of your ongoing operations.

With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

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

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

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

- c. Any manager or lessor of a premises leased to you, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

- d. Any state or governmental agency or subdivision or political subdivision, subject to the following:

- (1) This insurance applies only with respect to the following hazards for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- (a) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
- (b) The construction, erection or removal of elevators; or
- (c) The ownership, maintenance or use of any elevators covered by this insurance.

- (2) This insurance applies only with respect to operations performed by you or on your behalf for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to:

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

- e. Any vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

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

- (1) The insurance afforded any vendor does not apply to:

- (a) "Bodily injury" or "property damage" for which any vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that any vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by any vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as any vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at any vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for any vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of any vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as any vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

f. Any Mortgagee, Assignee Or Receiver, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

g. Any Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you.

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

(1) This insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

h. Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

i. Any Owners, Lessees, or Contractors for whom you are performing operations, but 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.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

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.
- j. Any Grantor of Licenses to you, but only with respect to their liability as grantor of licenses to you.
- Their status as additional insured under this endorsement ends when:
- 1. The license granted to you by such person(s) or organization(s) expires; or
 - 2. Your license is terminated or revoked by such person(s) or organization(s) prior to expiration of the license as stipulated by the contract or agreement.
- k. Any Grantor of Franchise, but only with respect to their liability as grantor of a franchise to you.
- l. Any Co-owner of Insured Premises, but only with respect to their liability as co-owner of any insured premises.
- m. Any Concessionaires Trading Under Your Name, but only with respect to their liability as a concessionaire trading under your name.
3. Any insurance provided to any additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of the additional insured or its agents, "employees" or any other representative of the additional insured.
4. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits of Insurance:**
- If coverage provided to any 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:
- a. Required by the contract or agreement; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

J. COVERAGE FOR INJURY TO CO-EMPLOYEES AND/OR YOUR OTHER VOLUNTEER WORKERS

Section II – Who is an Insured, Paragraph 2.a. (1) is amended to add the following:

- e. Paragraphs (a), (b), and (c) do not apply to your "employees" or "volunteer workers" with respect to "bodily injury" to a co-"employee" or other "volunteer worker".

Damages owed to an injured co-"employee" or "volunteer worker" will be reduced by any amount paid or available to the injured co-"employee" or "volunteer worker" under any other valid and collectible insurance.

K. HEALTH CARE SERVICE PROFESSIONALS AS INSURED - INCIDENTAL MALPRACTICE

Section II – Who is an Insured, Paragraph 2.a. (1) (d) is amended as follows:

This provision does not apply to Nurses, Emergency Medical Technicians, or Paramedics who provide professional health care services on your behalf.

However this exception does not apply if you are in the business or occupation of providing any such professional services.

L. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Section II – Who Is An Insured, Paragraph 3.a. is replaced by the following:

- 3.a. Coverage under this provision is afforded until the end of the policy period.

This provision does not apply if newly formed or acquired organizations coverage is excluded either by the provisions of the Coverage Form or by endorsements.

M. DAMAGE TO PREMISES RENTED TO YOU

Section III – Limits of Insurance, Paragraph 6. is replaced by the following:

Subject to 5.a. above, the Damage To Premises Rented To You Limit, or \$500,000, whichever is higher, is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, smoke or leakage from automatic protection systems, while rented to you or temporarily occupied by you with permission of the owner.

N. MEDICAL PAYMENTS – INCREASED LIMITS

Section III – Limits of Insurance, Paragraph 7. is replaced by the following:

- 7. Subject to Paragraph 5. above, \$10,000 is the Medical Expense Limit we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, unless the amount shown on the Declarations of this Coverage Part for Medical Expense Limit states:

- (a) No Coverage; or
- (b) \$1,000; or
- (c) \$5,000; or
- (d) A limit higher than \$10,000.

O. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Section IV – Commercial General Liability Conditions Paragraph 2. is amended to add the following:

- e. The requirement in Condition 2.a. that you must see to it that we are notified as soon as practicable of an “occurrence” or an offense which may result in a claim, applies only when the “occurrence” or offense is known to:
 - (1) You, if you are an individual or a limited liability company;
 - (2) A partner, if you are a partnership;
 - (3) A member or manager, if you are a limited liability company;
 - (4) An “executive officer” or insurance manager, if you are a corporation; or
 - (5) A trustee, if you are a trust.
- f. The requirement in Condition 2.b. that you must see to it that we receive notice of a claim or “suit” as soon as practicable will not be considered breached unless the breach occurs after such claim or “suit” is known to:
 - (1) You, if you are an individual or a limited liability company;
 - (2) A partner, if you are a partnership;
 - (3) A member or manager, if you are a limited liability company;
 - (4) An “executive officer” or insurance manager, if you are a corporation; or
 - (5) A trustee, if you are a trust.

P. PRIMARY AND NONCONTRIBUTORY – ADDITIONAL INSURED EXTENSION

Section IV – Commercial General Liability Conditions Paragraph 4. **Other Insurance** is amended to add the following:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional 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 the additional insured. However, if the additional insured has been added as an additional insured on other policies, whether primary, excess, contingent or on any other basis, this insurance is excess over any other insurance regardless of the written agreement between you and an additional insured.

Q. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

Section IV – Commercial General Liability Conditions Paragraph 6. **Representations** is amended to add the following:

If you unintentionally fail to disclose any exposures existing at the inception date of your policy, we will not deny coverage under the Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

This provision does not apply to any known injury or damage which is excluded under any other provision of this policy.

R. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Section IV – Commercial General Liability Condition Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

- 1. Your ongoing operations; or
- 2. “Your work” included in the “products-completed operations hazard”.

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

- 1. Is in effect or becomes effective during the term of this policy; and
- 2. Was executed prior to loss.

S. MENTAL ANGUISH

Section V – Definition 3. is replaced by the following:

“Bodily injury” means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

T. LIBERALIZATION

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

IPWQ #6182-24 Hotsy of Spokane

Quarterly Preventative Maintenance: 4 visits per year - \$700.00/year

Travel cost per unscheduled service calls - \$0.00

Percentage Markup for parts/materials pertaining to unscheduled service calls not specifically called out below – 50%

Straight Time Hourly Rate - \$135.00/hr

Overtime Hourly Rate - \$160.00/hr

Emergency Work Hourly Rate - \$160.00/hr

Holiday Hourly Rate - \$185.00/hr

Part #98460191 Detergent, Gallon, Carbonate Super Plus Super Cleaner \$7.50/gal

Part #98460235 Breakthrough 55 gallon \$407.00/55 gal (\$7.40/gal)

Part #98460231 Detergent, 1 gal \$7.90/gal

Part #98460211 Detergent, 1 gallon Nitro \$8.20/gal

Part #89046811 Detergent, 1 gallon Super XL \$7.90/gal

Part #89251570 Hose, 3/8" x 50' 1w 4000 PSI Hot SWXSW \$127.00/ea

Part #89251510 Hose, 3/8" x 25' 1w 4000 PSI Hot SWXSW \$179.00/ea

Percentage off list for items not spelt out above – 15%

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 08/26/2024**Committee Agenda type:** Consent**Date Rec'd**

8/14/2024

Clerk's File #

OPR 2024-0186

Cross Ref #**Project #****Council Meeting Date:** 09/16/2024**Submitting Dept**

CITY ATTORNEY

Bid #**Contact Name/Phone**

MICHAEL 6237

Requisition #

CR26602

Contact E-Mail

MPICCOLO@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

MCATHCART BWILKERSON ZZAPPONE

Agenda Item Name

0500 OUTSIDE COUNSEL CONTRACT AMENDMENT

Agenda Wording

Contract Amendment with Foster Garvey, Seattle, WA, for representation in the Estate of Harlan Douglass v. City of Spokane. This amendment will increase the contract by \$50,000 for a total contract amount of \$100,000.00.

Summary (Background)

The action before the Washington Growth Management Hearings Board challenges the amendments to the SMC that designated 29th Avenue as a pedestrian street. It also challenges decisions made by the planning department in reviewing Petitioners building application and permit. There is also a Land Use Petition Appeal in Superior Court involving the same parties and similar issues.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 50,000

Current Year Cost \$

Subsequent Year(s) Cost \$

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

Expense \$ 50,000

0020-88100-18900-54105-99999

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

SCHOEDEL, ELIZABETH

Division Director

Accounting Manager

BUSTOS, KIM

Legal

SZAMBELAN, TIMOTHY

For the Mayor

PICCOLO, MIKE

Additional Approvals

PURCHASING

NECHANICKY, JASON

Distribution List

william.lenz@foster.com

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sdhansen@spokanecity.org

ywang@spokanecity.org

Committee Agenda Sheet

Finance and Administration Committee Meeting

| | |
|--|---|
| 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>The City of Spokane has engaged the Foster Garvey law firm for representation in the Estate of Harlan Douglass v. City of Spokane. The action before the Washington Growth Management Hearings Board challenges the amendments to the SMC that designated 29th Avenue as a pedestrian street. It also challenges decisions made by the planning department in reviewing Petitioners building application and permit. There is also a Land Use Petition Appeal in Superior Court involving the same parties and similar issues.</p> <p>The proceeding before the Growth Management Hearings Board is currently on hold as the parties pursue resolution to the litigation. Outside counsel has been instrumental in advising the City Planning Department and representing the City in the matter.</p> <p>This amendment will increase the contract by \$50,000 for a total contract amount of \$100,000.00</p> |
| Proposed Council Action & Date: | Committee review on August 26, 2024 with Council Approval on September 16, 2024 |
| Fiscal Impact: Total Cost: <u>\$50,000.00</u> Approved in current year budget? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: City Risk Fund 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"), **FOSTER GARVEY**, whose address is 1111 Third Avenue, Suite 3000, Seattle, Washington 98101, 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 regarding the matter of The Estate of Harlan Douglass v. City of Spokane, et. al., Spokane County Superior Court, 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 March 1, 2024, and March 3, 2024, 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 July 1, 2024.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00)**, for everything furnished and done under this Contract Amendment. The total amount under the original contract, all previous amendments and this Amendment is **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)**.

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.

FOSTER GARVEY

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

Committee Briefing Paper

Finance & Administration Committee

| | |
|--|--|
| Committee Date | Aug 26, 2024 |
| Submitting Department | Risk Management |
| Contact Name | Scott Jordan |
| Contact Email & Phone | Scott Jordan <jsjordan@spokanecity.org> |
| Council Sponsor(s) | Cathcart, Wilkerson, Zappone |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 5 min |
| Agenda Item Name | Commercial Driver's License Training Provider Services Master Contract |
| 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>Seeking approval to contract Commercial Driver's License (CDL) training with Drive509 for a three-year (3) contract with two (2) one-year (1) options to renew.</p> <p>The City's operations require some employees to possess a valid CDL. Frequently, departments will hire otherwise qualified applicants on the condition of obtaining a CDL within a specific period of time. Other times a CDL, or upgrade of a current CDL, is a requirement to be eligible for promoted positions.</p> <p>The required training to obtain a new or upgraded CDL must meet requirements set by the US Dept. of Transportation (USDOT), Federal Motor Carrier Safety Administration (FMCSA), as well as the Washington Departments of Transportation (WADOT) and Licensing (WADOL).</p> <p>This meets all requirements and ensures the City is deploying the safest drivers while also meeting operational needs. The services provided by Drive509 will meet all federal and state requirements to facilitate the training and testing needed for employees to successfully obtain an unrestricted new or upgraded Class of CDL with the necessary endorsements required for their job duties or promotions.</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>\$436,480</u> Current year cost: \$115,590 Subsequent year(s) cost: \$320,890 | |
| Narrative: <u>The funding for this is accounted for in the annual budgets of the affected departments that require CDL-holding employees.</u> | |

Funding Source One-time Recurring N/A

Specify funding source: Select Funding Source*

Is this funding source sustainable for future years, months, etc.? Yes. Departments consistently plan this expenditure based on projected operational needs and staffing.

Expense Occurrence One-time Recurring N/A

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

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

- What impacts would the proposal have on historically excluded communities? N/A
- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A
- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Although operations require CDL-holding employees, many departments must hire candidates with the condition of obtaining a CDL within a certain period of time, or current employees must obtain a CDL to promote. Currently, the City does not have the capability or capacity to develop and implement in-house training for all departments that would meet federal and state requirements to facilitate obtaining a CDL. Therefore, this service must be contracted.

The Risk Department personnel overseeing the contract will monitor the successful outcomes of employees receiving the required training and address any issues as they arise.

- 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?
CFRs & WAC & RCWs

Council Subcommittee Review

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



City of Spokane
MASTER PERSONAL SERVICE AGREEMENT
Title: **COMMERCIAL DRIVER'S LICENSE
(CDL) TRAINING SERVICES**

This Master Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **CDL SOLUTIONS LLC, dba DRIVE509**, whose address is 3620 North Eden Road, Spokane Valley, Washington 99206 as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. PERFORMANCE.

Drive509 will provide Commercial Driver's License Training Services for various City departments. Services will be provided on an as needed basis upon request and in accordance with the minimum state (WA and ID) and federal requirements (WAC 308-100-033, 49CFR 383, FMCSA ELDT), pricing, terms, and conditions in Request for Proposals #6042-24 titled "Citywide Commercial Driving License Training Services", and Drive509's Response to RFP and Pricing Schedule, attached as Exhibit B. This is an optional use master contract for various departments with no guarantee of usage. The City reserves the right to contract with other vendors providing similar products and services during the contract term. In the event of a discrepancy between the documents this City Contract controls.:

2. TERM OF AGREEMENT.

Contract begins September 16, 2024, and runs through September 15, 2027, unless amended by written agreement or terminated earlier under the provisions. This agreement is renewable upon mutual agreement for two (2) additional consecutive years.

3. COMPENSATION / PAYMENT.

Total compensation for this period maximum amount not to exceed **FOUR HUNDRED THIRTY-SIX THOUSAND FOUR HUNDRED EIGHTY AND NO/100 DOLLARS (\$436,480.00)**, based on unit pricing schedule. Payment shall only be made for services requested and provided plus any applicable tax. This is the maximum amount to be paid under this Agreement for the work described in Exhibit B and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

Fees for prerequisite requirements prior to the first day of scheduled training including the Written Test, Permit, Driving Abstract, Commercial Driver's License with necessary endorsement are the financial responsibility of the employee receiving training until the employee obtains the applicable commercial driver's license.

Fees for prerequisite DOT Medical Exam and DOT drug test prior to the first day of scheduled class are the financial responsibility of the City to be conducted by the City's contracted vendor and invoiced to the City.

The Company shall submit its invoice for payment to the CDL Coordinator via the Risk Management's CDL Inbox at eracdlc@spokanecity.org as well as the applicable department contact. 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. A completed ACH application is required before a City Order will be issued.

If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

4. TAXES, FEES AND LICENSES.

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. 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 coverage in combination with Commercial General Liability policy shall be a minimum of \$2M in order to meet the minimum insurance coverages required under this contract; and;

A. 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.

CDL SOLUTIONS LLC, dba DRIVE509

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 – Scope of Services

24-154a

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



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 08/26/2024

Committee Agenda type: Consent

Date Rec'd 8/14/2024

Clerk's File # OPR 2023-1053

Cross Ref #

Project #

Council Meeting Date: 09/09/2024

| | | | |
|------------------------|------------------------|--------------|-----|
| Submitting Dept | INFORMATION TECHNOLOGY | Bid # | GSA |
|------------------------|------------------------|--------------|-----|

| | | | |
|---------------------------|-----------------------|----------------------|---------|
| Contact Name/Phone | LAZ MARTINEZ 625-6468 | Requisition # | CR26597 |
|---------------------------|-----------------------|----------------------|---------|

| | | | |
|-----------------------|---------------------------|--|--|
| Contact E-Mail | LMARTINEZ@SPOKANECITY.ORG | | |
|-----------------------|---------------------------|--|--|

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

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

| | | | |
|-------------------------|---|--|--|
| Agenda Item Name | 5300 ASSETWORKS, INC. - M5 ANNUAL MAINTENANCE & HOSTING | | |
|-------------------------|---|--|--|

Agenda Wording

Renewal Contract with Assetworks, Inc., (Berwyn, Pennsylvania) for AssetWorks M5 annual maintenance & hosting. Five-year contract from 10/1/2024 to 9/30/2029. Total cost is \$975,144.07, plus applicable sales tax.

Summary (Background)

Assetworks is currently utilized by the City's Fleet, Fire and Facilities departments. The 2023 contract amount was \$158,616.83 plus tax. 2024 contract amount is \$169,568.48 plus tax. The increase in price is due to annual CPI increase of 7%. The City is utilizing Federal Contract No. GS-35F-317GA.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

| | |
|------------|-----------------|
| Total Cost | \$ 1,062,907.04 |
|------------|-----------------|

| | |
|-------------------|---------------|
| Current Year Cost | \$ 184,829.64 |
|-------------------|---------------|

| | |
|-------------------------|-----------------|
| Subsequent Year(s) Cost | \$ \$878,077.40 |
|-------------------------|-----------------|

Narrative

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

Amount

Budget Account

| | |
|-----------------------|---------------------------------------|
| Expense \$ 184,829.64 | # 5300-73300-18850-54820-99999 Year 1 |
|-----------------------|---------------------------------------|

| | |
|-----------------------|---------------------------------------|
| Expense \$ 197,767.72 | # 5300-73300-18850-54820-99999 Year 2 |
|-----------------------|---------------------------------------|

| | |
|-----------------------|---------------------------------------|
| Expense \$ 211,611.46 | # 5300-73300-18850-54820-99999 Year 3 |
|-----------------------|---------------------------------------|

| | |
|-----------------------|---------------------------------------|
| Expense \$ 226,424.26 | # 5300-73300-18850-54820-99999 Year 4 |
|-----------------------|---------------------------------------|

| | |
|----|---|
| \$ | # |
|----|---|

| | |
|----|---|
| \$ | # |
|----|---|



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

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 |
| | |
| | |
| | |
| | |

Distribution List

| | |
|--|-------------------------------------|
| Greg Richards greg.richards@assetworks.com | Accounting - ywang@spokanecity.org |
| Contract Accounting - ddaniels@spokanecity.org | Legal - mharrington@spokanecity.org |
| Purchasing - cwahl@spokanecity.org | IT - itadmin@spokanecity.org |
| Tax & Licenses | klund@spokanecity.org |
| | |
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| | |

Committee Agenda Sheet

Finance & Administration Committee

| | |
|--|---|
| Committee Date | 8/26/2024 |
| Submitting Department | IT |
| Contact Name | Michael Sloon |
| Contact Email & Phone | msloon@spokanecity.org 625-6468 |
| Council Sponsor(s) | <u>CM Cathcart, CP Wilkerson, CM Zappone</u> |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: |
| Agenda Item Name | Five-year contact for AssetWorks M5 annual maintenance & hosting |
| Proposed Council Action | <input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only |
| Summary (Background) | Assetworks is currently utilized by the City's Fleet, Fire and Facilities departments. The 2023 contract amount was \$158,616.83 plus tax. 2024 contract amount is \$169,568.48 plus tax. The increase in price is due to annual CPI increase of 7%. *use the Fiscal Impact box below for relevant financial information |
| Fiscal Impact | |
| Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | |
| Total Cost: <u>\$169,568.48</u> | |
| Current year cost: \$ 169,568.48 plus tax | |
| Year 2 cost: \$ 181,438.27 plus tax | |
| Year 3 cost: \$194,138.95 plus tax | |
| Year 4 cost: \$207,728.68 plus tax | |
| Year 5 cost: \$222,269.69 plus tax | |
| Narrative: This request is for software maintenance and support which is contractually required by the software vendor. | |
| Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A | |
| Specify funding source: Select Funding Source* | |
| Is this funding source sustainable for future years, months, etc? Click or tap here to enter text. | |
| Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A | |
| Other budget impacts: (revenue generating, match requirements, etc.) | |
| Operations Impacts (If N/A, please give a brief description as to why) | |
| What impacts would the proposal have on historically excluded communities? | |
| Not applicable – annual maintenance and hosting services | |
| How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? | |
| Not applicable – annual maintenance and hosting services | |
| How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? | |

Not applicable – annual maintenance and hosting services

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

This service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service for our Fleet Management software.



City of Spokane

CONTRACT RENEWAL

Title: ANNUAL SOFTWARE MAINTENANCE AND SUPPORT AND APPLICATION HOSTING SERVICES

This Contract Renewal including additional compensation is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **ASSETWORKS, INC.**, 1001 Old Cassett Road, #204 Berwyn, Pennsylvania 19312, as ("Company"), individually hereafter referenced as a "party", and together as the "parties."

*WHEREAS, the parties entered into a Contract wherein the **Company** agreed to provide Annual Maintenance and Support and Application Hosting Services; and*

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

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

1. CONTRACT DOCUMENTS.

The original Contract, fully executed and made effective October 23, 2023, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Renewal shall become effective on October 1, 2024 and shall run through September 30, 2029.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **NINE HUNDRED SEVENTY-FIVE THOUSAND ONE HUNDRED FORTY-FOUR AND 06/100 DOLLARS (\$975,144.06)**, plus applicable sales tax, in accordance with Company's Renewal Statement No. 8366 M5FL MNT24, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

4. DEBARMENT AND SUSPENSION.

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

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

ASSETWORKS, 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 Contract Extension:

Certificate of Debarment

Company's Renewal Statement No. 8366 M5FL MNT24

24-138

**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) |



MAINTENANCE RENEWAL STATEMENT

998 Old Eagle School Road | Suite 1215 | Wayne PA 19087-1805
Tel (484) 588-5515 Fax (610) 971-9447

Number 8366 M5FL MNT24
GS-35F-317GA
5 Year Term

TO: City of Spokane
FROM: AssetWorks Inc.
DATE: August 5, 2024
RE: FleetFocus M5 Maintenance and Support Renewal

Prices valid through September 30, 2025

Annual Software Maintenance and Support for period 10/1/2024 - 9/30/2025

Table with 2 columns: Item, Amount. Items include FleetFocus M5, Crystal Reports, TripCard module, MobileFocus, Asset Analytics Platform Subscription, FuelFocus software for Fleet, FuelFocus software for Asset Management. Includes product updates and enhancements, unlimited email and telephone support for 12 months.

2024-2025 Maintenance Subtotal \$ 121,193.78

Annual Application Hosting for period 10/1/2024 - 9/30/2025

Table with 2 columns: Item, Amount. Items include Annual M5 Hosting, Annual Hosting for Reporting Database, Annual FuelFocus Hosting.

2024-2025 Hosting Subtotal \$ 48,374.70

WA Sales Tax: 9.0000% \$ 15,261.16

Year 1 Total, including tax \$ 184,829.64

Annual Software Maintenance and Support for period 10/1/2025 - 9/30/2026

Table with 2 columns: Item, Amount. Items include FleetFocus M5. Same configuration as above. Includes product updates and enhancements, unlimited email and telephone support for 12 months.

2025-2026 Maintenance Subtotal \$ 129,677.34

Annual Application Hosting for period 10/1/2025 - 9/30/2026

Table with 2 columns: Item, Amount. Items include Annual M5 Hosting, Annual Hosting for Reporting Database, Annual FuelFocus Hosting.

2025-2026 Hosting Subtotal \$ 51,760.93

WA Sales Tax: 9.0000% \$ 16,329.44

Year 2 Total, including tax \$ 197,767.72

Annual Software Maintenance and Support for period 10/1/2026 - 9/30/2027

Table with 2 columns: Item, Amount. Items include FleetFocus M5. Same configuration as above. Includes product updates and enhancements, unlimited email and telephone support for 12 months.

2026-2027 Maintenance Subtotal \$ 138,754.76

Annual Application Hosting for period 10/1/2026 - 9/30/2027

Table with 2 columns: Item, Amount. Items include Annual M5 Hosting, Annual Hosting for Reporting Database, Annual FuelFocus Hosting.

2026-2027 Hosting Subtotal \$ 55,384.19

WA Sales Tax: 9.0000% \$ 17,472.51

Year 3 Total, including tax \$ 211,611.46

→ If you have any questions, please contact Alexis Scheifley at Alexis.Scheifley@AssetWorks.com. Page 1 of 3 ←



MAINTENANCE RENEWAL STATEMENT

998 Old Eagle School Road | Suite 1215 | Wayne PA 19087-1805
Tel (484) 588-5515 Fax (610) 971-9447

Number 8366 M5FL MNT24
GS-35F-317GA
5 Year Term

TO: City of Spokane
FROM: AssetWorks Inc.
DATE: August 5, 2024
RE: FleetFocus M5 Maintenance and Support Renewal

Prices valid through September 30, 2025

Annual Software Maintenance and Support for period 10/1/2027 - 9/30/2028

Table with 2 columns: Description and Amount. Includes FleetFocus M5, Same configuration as above, Includes product updates and enhancements, unlimited email and telephone support for 12 months, and 2027-2028 Maintenance Subtotal \$ 148,467.59.

Annual Application Hosting for period 10/1/2027 - 9/30/2028

Table with 2 columns: Description and Amount. Includes Annual M5 Hosting, Annual Hosting for Reporting Database, Annual FuelFocus Hosting, 2027-2028 Hosting Subtotal \$ 59,261.09, WA Sales Tax: 9.0000% \$ 18,695.58, and Year 4 Total, including tax \$ 226,424.26.

Annual Software Maintenance and Support for period 10/1/2028 - 9/30/2029

Table with 2 columns: Description and Amount. Includes FleetFocus M5, Same configuration as above, Includes product updates and enhancements, unlimited email and telephone support for 12 months, and 2028-2029 Maintenance Subtotal \$ 158,860.32.

Annual Application Hosting for period 10/1/2028 - 9/30/2029

Table with 2 columns: Description and Amount. Includes Annual M5 Hosting, Annual Hosting for Reporting Database, Annual FuelFocus Hosting, 2028-2029 Hosting Subtotal \$ 63,409.36, WA Sales Tax: 9.0000% \$ 20,004.27, and Year 5 Total, including tax \$ 242,273.96.

REMIT TO:

CHECKS

AssetWorks
PO Box 202525
Dallas TX 75320-2525

All software updates are electronically delivered

5 YEAR BUDGETARY TOTAL \$ 1,062,907.04

EFT, ACH, OR DIRECT DEPOSIT

Wells Fargo, 8601 N. Scottsdale Rd., Scottsdale AZ 85253
ABA # 122105278
Account # 5076434348

US Tax ID # 46-0521049
Canada GST/HST # 834113896 RT0001
AssetWorks Inc. is a subsidiary of Trapeze Software Group Inc.

If you require a separate invoice, complete this form and return it by email or fax; AssetWorks will issue an invoice as you instruct below. If your organization requires us to reference a purchase order number on our invoice, we must receive that PO by email to Alexis.Scheifley@AssetWorks.com or by fax to (610) 971-9447. Do not mail POs to our remittance address.

→ If you have any questions, please contact Alexis Scheifley at Alexis.Scheifley@AssetWorks.com. Page 2 of 3 ←

Terms



MAINTENANCE RENEWAL STATEMENT

998 Old Eagle School Road | Suite 1215 | Wayne PA 19087-1805
Tel (484) 588-5515 Fax (610) 971-9447

Number 8366 M5FL MNT24
GS-35F-317GA
5 Year Term

TO: City of Spokane
FROM: AssetWorks Inc.
DATE: August 5, 2024
RE: FleetFocus M5 Maintenance and Support Renewal

Prices valid through September 30, 2025

Unless there is a signed agreement between the parties, this maintenance renewal is subject to the terms and conditions of the AssetWorks Master Service Agreement found at <http://www.assetworks.com/TC-Fleet/>. The parties will continue to be bound by those terms during any renewal period unless otherwise agreed by both parties through a signed amendment. Notification of termination of maintenance is required 90 days prior to annual renewal date.

SOLE SOURCE

FleetFocus is proprietary property of AssetWorks Inc. and protected by law. Another party cannot alter, modify, change, manipulate or provide maintenance for this product without infringing upon AssetWorks' ownership rights. Accordingly, **AssetWorks is the sole source for software, maintenance and services of its products.**

I, the undersigned, accept this maintenance renewal as described above.

Name: _____ **Title:** _____

Signature: _____ **Date:** _____

PO REQUIRED: # _____

NO PO REQUIRED

NO SEPARATE INVOICE
NEEDED

Please MAIL invoice to: _____

Please E-MAIL invoice to: _____

→ If you have any questions, please contact Alexis Scheifley at Alexis.Scheifley@AssetWorks.com. **Page 3 of 3** ←



< Business Lookup

License Information:

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

Entity name: ASSETWORKS INC.

Business name: ASSETWORKS INC

Entity type: [Profit Corporation](#)

UBI #: 602-882-207

Business ID: 001

Location ID: 0001

Location: Active

Location address: 16201 E INDIANA AVE
STE 2000
SPOKANE VALLEY WA 99206-6806

Mailing address: 5060 SPECTRUM DR
STE 100
MISSISSAUGA ON L4W 5N5 CANADA

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

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

Endorsements

| Endorsements held at this locati | License # | Count | Details | Status | Expiration date | First issuance d |
|---|--------------|-------|---------|--------|-----------------|------------------|
| Spokane General Business - Non-Resident | T12056839BUS | | | Active | Apr-30-2025 | Oct-15-2012 |
| Spokane Valley General Business | | | | Active | Apr-30-2025 | Mar-07-2023 |

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

| Governing people | Title |
|-------------------|-------|
| BEATTIE, BRIAN | |
| DESILVESTER, TONY | |
| MILLER, MARK | |
| SMITH, GORDON | |



Registered Trade Names

| Registered trade names | Status | First issued |
|------------------------|--------|--------------|
| ASSETWORKS INC | Active | Mar-08-2023 |

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 4/19/2024 10:41:30 AM

[Contact us](#)

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[Check if your browser is supported](#)



Continuation of Wording, Summary, and Distribution

Agenda Item Name: 4700 - DSC FEE STUDY – ADDITIONAL FUNDS

Agenda Wording (340 character max)

original budgeted amount. The original contract was for \$106,270, an addition of \$15,749 is needed to complete the original scope of work. We would like to allocate a total not to exceed \$20,000 to cover any unforeseen overages in order to complete the project with no additional delays.

Summary (Background) (832 character max)

project with no additional delays.

Fiscal Impact

Budget Account

Select \$ #

Select \$ #

Distribution List

| | |
|----------------------|----------------------|
| <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> |



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 08/26/2024

Committee Agenda type: Consent

Date Rec'd 8/15/2024

Clerk's File # OPR 2023-1013

Cross Ref #

Project #

Council Meeting Date: 09/09/2024

| | | | |
|------------------------|-----------------------------|--------------|--|
| Submitting Dept | DEVELOPMENT SERVICES CENTER | Bid # | |
|------------------------|-----------------------------|--------------|--|

| | | | |
|---------------------------|-----------|----------------------|-------|
| Contact Name/Phone | TAMI 6157 | Requisition # | 26603 |
|---------------------------|-----------|----------------------|-------|

| | | | |
|-----------------------|----------------------------|--|--|
| Contact E-Mail | TPALMQUIST@SPOKANECITY.ORG | | |
|-----------------------|----------------------------|--|--|

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

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

| | | | |
|-------------------------|---|--|--|
| Agenda Item Name | 4700 - DSC FEE STUDY – ADDITIONAL FUNDS | | |
|-------------------------|---|--|--|

Agenda Wording

The DSC entered into a contract with FCS Group to complete a cost of recovery fee study for the department. Due to revisions of data sets that were made within the original scope of work and additional meetings to review, we exceeded the original

Summary (Background)

The DSC entered into a contract with FCS Group to complete a cost of recovery fee study for the department. Due to revisions of data sets that were made within the original scope of work and additional meetings to review, we exceeded the original budgeted amount. The original contract was for \$106,270, an addition of \$15,749 is needed to complete the original scope of work. We would like to allocate a total not to exceed \$20,000 to cover any unforeseen overages in order to complete the project

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 126,270

Current Year Cost \$ 126,270

Subsequent Year(s) Cost \$

Narrative

The original contract was for \$106,270, an addition of \$15,749 is needed to complete the original scope of work. We would like to allocate a total not to exceed \$20,000 to cover any unforeseen overages in order to complete the project with no additional

Amount

Budget Account

| | | |
|---------|-----------|--------------------------|
| Expense | \$ 20,000 | # 4700-30210-24100-54201 |
| Select | \$ | # |
| Select | \$ | # |
| Select | \$ | # |
| Select | \$ | # |
| Select | \$ | # |



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

original budgeted amount. The original contract was for \$106,270, an addition of \$15,749 is needed to complete the original scope of work. We would like to allocate a total not to exceed \$20,000 to cover any unforeseen overages in order to complete the project with no additional delays.

Summary (Background)

project with no additional delays.

Approvals

| | |
|----------------------------------|--------------------|
| <u>Dept Head</u> | PALMQUIST, TAMI |
| <u>Division Director</u> | MACDONALD, STEVEN |
| <u>Accounting Manager</u> | ORLOB, KIMBERLY |
| <u>Legal</u> | SZAMBELAN, TIMOTHY |
| <u>For the Mayor</u> | PICCOLO, MIKE |

Additional Approvals

| | |
|--------------------------|-------------------|
| <u>PURCHASING</u> | NECHANICKY, JASON |
| | |
| | |
| | |
| | |

Distribution List

| | |
|-------------------------|----------------------------|
| AngieS@fcsgroup.com | tpalmquist@spokanecity.org |
| akiehn@spokanecity.org | korlob@spokanecity.org |
| mkapaun@spokanecity.org | |
| | |
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Committee Agenda Sheet

Finance & Administration Committee

| Committee Date | 8/26/2024 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|---|----------|-------------|-----------------|-------------|--------|----|----------------------|----------|-----|---------|----|-------------------------|---|--|--|----|----------------------|--------|------|---------|----|------------------------------|--------|------|---------|----|------------------------|--------|-----|-------|----|---|--------|-----|-------|--|-----------------------|--|--|-----------------|
| Submitting Department | DSC | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Contact Name | Tami Palmquist | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Contact Email & Phone | tpalmquist@spokanecity.org x6157 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Council Sponsor(s) | <u>CM Zappone, CM Cathcart</u> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Agenda Item Name | DSC Fee Study – Additional Funds | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Proposed Council Action | <input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Summary (Background) *use the Fiscal Impact box below for relevant financial information | <p>The DSC entered into a contract with FCS Group to complete a cost of recovery fee study for the department. Due to revisions of data sets that were made within the original scope of work and additional meetings to review, we exceeded the original budgeted amount. The original contract was for \$106,270, an addition of \$15,749 is needed to complete the original scope of work. We would like to allocate a total not to exceed \$20,000 to cover any unforeseen overages in order to complete the project with no additional delays.</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="text-align: left;">PHASE 3</th> <th style="text-align: left;">Tasks</th> <th style="text-align: right;">Original</th> <th style="text-align: right;">% Remaining</th> <th style="text-align: right;">Budget</th> </tr> </thead> <tbody> <tr> <td>13</td> <td>Prepare draft report</td> <td style="text-align: right;">\$14,710</td> <td style="text-align: right;">50%</td> <td style="text-align: right;">\$7,355</td> </tr> <tr> <td>14</td> <td>City review and comment</td> <td style="text-align: right;">0</td> <td></td> <td></td> </tr> <tr> <td>15</td> <td>Prepare final report</td> <td style="text-align: right;">\$3610</td> <td style="text-align: right;">100%</td> <td style="text-align: right;">\$3,610</td> </tr> <tr> <td>16</td> <td>Prepare draft fees ordinance</td> <td style="text-align: right;">\$3850</td> <td style="text-align: right;">100%</td> <td style="text-align: right;">\$3,850</td> </tr> <tr> <td>17</td> <td>Project administration</td> <td style="text-align: right;">\$4010</td> <td style="text-align: right;">15%</td> <td style="text-align: right;">\$602</td> </tr> <tr> <td>18</td> <td>Monthly check in meetings (30 mins ea.)</td> <td style="text-align: right;">\$3320</td> <td style="text-align: right;">10%</td> <td style="text-align: right;">\$332</td> </tr> <tr> <td></td> <td>Budget Request</td> <td></td> <td></td> <td style="text-align: right;">\$15,749</td> </tr> </tbody> </table> | PHASE 3 | Tasks | Original | % Remaining | Budget | 13 | Prepare draft report | \$14,710 | 50% | \$7,355 | 14 | City review and comment | 0 | | | 15 | Prepare final report | \$3610 | 100% | \$3,610 | 16 | Prepare draft fees ordinance | \$3850 | 100% | \$3,850 | 17 | Project administration | \$4010 | 15% | \$602 | 18 | Monthly check in meetings (30 mins ea.) | \$3320 | 10% | \$332 | | Budget Request | | | \$15,749 |
| PHASE 3 | Tasks | Original | % Remaining | Budget | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 13 | Prepare draft report | \$14,710 | 50% | \$7,355 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 14 | City review and comment | 0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 15 | Prepare final report | \$3610 | 100% | \$3,610 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 16 | Prepare draft fees ordinance | \$3850 | 100% | \$3,850 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 17 | Project administration | \$4010 | 15% | \$602 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 18 | Monthly check in meetings (30 mins ea.) | \$3320 | 10% | \$332 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Budget Request | | | \$15,749 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Fiscal Impact | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$126,270</u> Current year cost: \$126,270 Subsequent year(s) cost: NA | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Narrative: <u>The original contract was for \$106,270, an addition of \$15,749 is needed to complete the original scope of work. We would like to allocate a total not to exceed \$20,000 to cover any unforeseen overages in order to complete the project with no additional delays.</u> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Program revenue Is this funding source sustainable for future years, months, etc? Click or tap here to enter text. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Other budget impacts: (revenue generating, match requirements, etc.) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Operations Impacts (If N/A, please give a brief description as to why) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| What impacts would the proposal have on historically excluded communities? | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

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

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

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



City of Spokane

CONTRACT AMENDMENT

Title: **DEVELOPMENT SERVICE CENTER COST OF SERVICE/FEE ANALYSIS**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **FINANCIAL CONSULTING GROUP, INC.**, whose address is 7525 116th Avenue NW, Suite D-215, Redmond, Washington 98052 as (“Consultant”), individually hereafter referenced as a “Party”, and together as the “Parties”.

WHEREAS, the parties entered into a Contract wherein the Consultant agreed to conduct the Development Service Center Cost of Service/Fee Analysis; and

WHEREAS, additional funds are requested to complete Phase 3, 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 October 11, 2023 and October 17, 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 Extension shall become effective on August 4, 2024, and shall run through August 3, 2025.

3. ADDITIONAL WORK.

The Scope of Work in the original Contract is revised to include the following Phase 3 work:

| PHASE 3 | Tasks | Original | % Remaining | Budget |
|----------------|---|-----------------|--------------------|-----------------|
| 13 | Prepare draft report | \$14,710 | 50% | \$7,355 |
| 14 | City review and comment | 0 | | |
| 15 | Prepare final report | \$3610 | 100% | \$3,610 |
| 16 | Prepare draft fees ordinance | \$3850 | 100% | \$3,850 |
| 17 | Project administration | \$4010 | 15% | \$602 |
| 18 | Monthly check in meetings (30 mins ea.) | \$3320 | 10% | \$332 |
| | Budget Request | | | \$15,749 |

| | | | | |
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|--|--|--|--|--|

4. COMPENSATION.

The City shall pay an additional amount not to exceed **FIFTEEN THOUSAND SEVEN HUNDRED FORTY-NINE AND NO/100 DOLLARS (\$15,749.00)**, plus sales tax if applicable, 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.

FINANCIAL CONSULTING GROUP, 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:

N/A

24-0155



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 08/26/2024

Committee Agenda type: Consent

Date Rec'd 8/15/2024

Clerk's File # OPR 2024-0277

Cross Ref #

Project #

Council Meeting Date: 09/09/2024

| | | | |
|------------------------|------------------------|--------------|--|
| Submitting Dept | INFORMATION TECHNOLOGY | Bid # | |
|------------------------|------------------------|--------------|--|

| | | | |
|---------------------------|-----------------------|----------------------|---------------|
| Contact Name/Phone | LAZ MARTINEZ 625-6468 | Requisition # | VALUE BLANKET |
|---------------------------|-----------------------|----------------------|---------------|

| | | | |
|-----------------------|---------------------------|--|--|
| Contact E-Mail | LMARTINEZ@SPOKANECITY.ORG | | |
|-----------------------|---------------------------|--|--|

| | | | |
|-------------------------|-----------------------|--|--|
| Agenda Item Type | Purchase w/o Contract | | |
|-------------------------|-----------------------|--|--|

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

| | | | |
|-------------------------|--|--|--|
| Agenda Item Name | 5300 COMPUNET VALUE BLANKET INCREASE (2024-2025) | | |
|-------------------------|--|--|--|

Agenda Wording

Approval to increase annual estimated expenditure for purchases of Cisco hardware products and license subscriptions through Compunet (Grangeville, Idaho). Cost increase from \$500,000.00 to \$750,000.00, + sales tax. Term May 15, 2024 to May 14, 2025.

Summary (Background)

The funds for these investments have already been set aside in our current IT budget, so no additional budget is needed. This request simply allows us to proceed with the planned purchases from the vendor, using the funds allocated for these specific projects. All purchases will be made via WA State Contract #05819 and/or NCPA Contract #01-107. We are requesting an increase in the total Value Blanket, not exceeding \$750,000.00, plus applicable sales tax. Term of contract will remain the same.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 817,500.00

Current Year Cost \$ 817,500.00

Subsequent Year(s) Cost \$

Narrative

This request is for Cisco hardware equipment/software and professional services in support of IT and grant-funded projects.

Amount

Budget Account

| | | |
|---------|---------------|--|
| Expense | \$ 817,500.00 | # Various Accounts including sales tax |
|---------|---------------|--|

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| Select | \$ | # |
|--------|----|---|

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| 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

| | |
|----------------------------------|--------------------|
| <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 |
| | |
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| | |

Distribution List

| | |
|--|-------------------------------------|
| Jeremy Dugger jdugger@compunet.biz | Accounting - ywang@spokanecity.org |
| Contract Accounting - ddaniels@spokanecity.org | Legal - mharrington@spokanecity.org |
| Purchasing - cwahl@spokanecity.org | IT - itadmin@spokanecity.org |
| Tax & Licenses | Del Murphy dimurphy@spokanecity.org |
| | |
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Committee Agenda Sheet

Finance & Administration Committee

| | |
|---|--|
| Committee Date | August 26, 2024 |
| Submitting Department | IT |
| Contact Name | Laz Martinez |
| Contact Email & Phone | lmartinez@spokanecity.org, 509-625-6979 |
| Council Sponsor(s) | <u>CM Cathcart, CP Wilkerson, CM Zappone</u> |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: |
| Agenda Item Name | Existing 2024-2025 Compunet Value Blanket |
| 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 funds for these investments have already been set aside in our current IT budget, so no additional budget is needed. This request simply allows us to proceed with the planned purchases from the vendor, using the funds allocated for these specific projects.</p> <p>Thanks to several state grants aimed at enhancing our network security, we will be able to purchase more network equipment than we initially expected. Additionally, some of our core network equipment has been in service for over ten years and reached the end of its support life. As a result, we need to increase the existing Value Blanket with CompuNet to ensure continued operational support for our network environment and to meet our contractual obligations for equipment support.</p> <p>All purchases will be made using Washington State Contract #05819 and/or NCPA Contract #01-107, which offer pricing advantages for government entities. We are requesting an increase in the total Value Blanket, not exceeding \$750,000.00, plus applicable sales tax. The term of the Value Blanket will remain the same, from May 15, 2024, to May 14, 2025.</p> <p>The following projects have been funded by these grants:</p> <ul style="list-style-type: none"> • Inter Agency Firewall: Installation of firewalls between the County, SREC, and the city, costing approximately \$70,000. This was not originally included in the Value Blanket. <i>2024 Budget Ordinance No. C36467</i> • Smart Network: An upgrade to the Identity Services Engine (ISE), this system ensure only City Staff or authorized vendors have access to our systems. This project received approximately \$170,000 in grant funding. <i>2024 Budget Ordinance No. C36467</i> • Waste Water SCADA Network Upgrade: Faster, more efficient network switches for the RPWRF SCADA environment, supported by a \$120,000 grant. <i>In progress.</i> |
| Fiscal Impact Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Increase: <u>\$750,000.00</u> | |

Narrative: This request is for Cisco hardware equipment/software and professional services in support of IT and grant-funded projects.

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 – annual hardware purchases and services for support

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

Not applicable – annual hardware purchases and services for support

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

All network infrastructure performance issues and outages are routinely tracked and managed. ITSD also routinely evaluates the effectiveness of the incumbent vendor and analyzes other vendors' solutions for improvements and cost advantages over the current solution.

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

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



< Business Lookup

License Information:

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

Entity name: COMPUNET, INC.

Business name: COMPUNET, INC.

Entity type: [Profit Corporation](#)

UBI #: 602-742-439

Business ID: 001

Location ID: 0001

Location: Active

Location address: 505 S FLORENCE ST
GRANGEVILLE ID 83530-2324

Mailing address: 1111 S SILVERSTONE WAY
STE 200
MERIDIAN ID 83642-7381

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

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

Endorsements

| Endorsements held at this lo | License # | Count | Details | Status | Expiration da | First issuance |
|---|-----------|-------|---------|--------|---------------|----------------|
| Chehalis General Business - Non-Resident | 14-5298 | | | Active | Mar-31-2025 | Sep-11-2014 |
| Clarkston General Business - Non-Resident | | | | Active | Mar-31-2025 | Oct-02-2020 |
| Grandview General Business - Non-Resident | | | | Active | Mar-31-2025 | Jan-08-2021 |
| Kennewick General Business - Non-Resident | | | | Active | Mar-31-2025 | Oct-01-2020 |



| Endorsements held at this lo | License # | Count | Details | Status | Expiration da | First issuance |
|--|-------------|-------|---------|--------|---------------|----------------|
| Liberty Lake General Business - Non-Resident | | | | Active | Mar-31-2025 | Jan-29-2021 |
| Moses Lake General Business - Non-Resident | BUS2020-064 | | | Active | Mar-31-2025 | Sep-28-2020 |
| Pasco General Business - Non-Resident | 36914 | | | Active | Mar-31-2025 | Oct-13-2020 |
| Richland General Business - Non-Resident | | | | Active | Mar-31-2025 | Sep-30-2020 |
| Spokane General Business - Non-Resident | | | | Active | Mar-31-2025 | Jan-08-2021 |
| Sumner General Business - Non-Resident | | | | Active | Mar-31-2025 | Feb-01-2021 |
| Vancouver General Business - Non-Resident | | | | Active | Mar-31-2025 | Sep-28-2020 |
| Walla Walla General Business - Non-Resident | | | | Active | Mar-31-2025 | Oct-10-2020 |
| Wenatchee General Business - Non-Resident | | | | Active | Mar-31-2025 | Sep-28-2020 |

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

| Governing people | Title |
|------------------|-------|
| ENGSTROM, BROOKS | |
| MCFARLIN, TOM | |
| SCHOO, DAWN | |
| SCHOO, NOLAN B. | |

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 2/23/2024 11:53:05 AM



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How are we doing?

Take our survey!

Don't see what you expected?

Check if your browser is supported





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/18/2024

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.

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.

Table with 2 main sections: PRODUCER (License # 26480, HUB International Mountain States Limited) and INSURED (CompuNet, Inc.). Includes contact information and a list of insurers (Federal Insurance Company, Chubb National Insurance Company).

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.

Main coverage table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation.

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

If applicable the following forms apply: General Liability (Ongoing and Completed Ops) - 80-02-2367 05.07 & 80-02-2000 04.01 Auto Liability - 16-02-0292 11.16 & 16-02-0316 10.14 Cyber Liability - PF-48238 02.19 Workers Compensation - WC000313 04.84

The city, its agents, officers and employees are additional insureds but only with respect to the company's services to be provided under written agreement.

CERTIFICATE HOLDER CANCELLATION

Table with 2 columns: CERTIFICATE HOLDER (City of Spokane) and 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. Includes signature of Nate Spook).

Endorsement

Policy Period NOVEMBER 9, 2023 TO NOVEMBER 9, 2024

Effective Date NOVEMBER 9, 2023

Policy Number 3608-39-47 SEA

Insured COMPUNET, INC.

Name of Company FEDERAL INSURANCE COMPANY

Date Issued NOVEMBER 15, 2023

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured

**Additional Insured -
Scheduled Person
Or Organization**

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

Liability Endorsement
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

**Other Insurance –
Primary, Noncontributory
Insurance – Scheduled
Person Or Organization**

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

Authorized Representative



Conditions

(continued)

***Transfer Or Waiver Of
Rights Of Recovery
Against Others***

We will waive the right of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the **insured** has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the **insured's** rights to recover all or part of any payment made under this insurance have not been waived, those rights are transferred to us. The **insured** must do nothing after loss to impair them. At our request, the **insured** will bring **suit** or transfer those rights to us and help us enforce them.

This condition does not apply to **medical expenses**.



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 08/26/2024

Committee Agenda type: Consent

Date Rec'd 8/14/2024

Clerk's File #

Cross Ref # ORD C35970

Project #

Council Meeting Date: 09/16/2024

Submitting Dept COMMUNICATIONS & MARKETING

Bid # C35970

Contact Name/Phone TIM OTT 625-6355

Requisition # CR26604

Contact E-Mail TOTT@SPOKANECITY.ORG

Agenda Item Type Contract Item

Council Sponsor(s) MCATHCART BWILKERSON ZZAPPONE

Agenda Item Name 0330 - KSPS PEG REIMBURSEMENT CONTRACT

Agenda Wording

Contract with Friends of KSPS (Spokane, WA) for reimbursement of capital equipment purchases related to PEG video production and distribution. From 01/01/2024 to 12/31/2024 for the amount of \$69,212.67, including sales tax.

Summary (Background)

The City of Spokane designates KSPS as the administrator of Comcast PEG funds under Section 19 subsection (b) of the City's Cable Franchise. KSPS prioritizes the Capital Equipment needs of the Comcast PEG Education channels, then relays those requests on to the City for funding. This contract enables the City to reimburse KSPS for capital equipment purchases related to PEG video production and distribution.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 69,212.67

Current Year Cost \$ 69,212.67

Subsequent Year(s) Cost \$

Narrative

The 2024 equipment expense list is \$63,497.28 before sales tax. The total of \$69,212.67 includes sales tax at 9.01%.

Amount

Budget Account

Expense \$ 69,212.67 # 1940-37330-18900-54201-99999

Select \$ #

Select \$ #

Select \$ #

\$ #

\$ #

Committee Agenda Sheet

Finance Committee

| | |
|---|--|
| Submitting Department | Communications/PEG Funds |
| Date: | 8/13/24 |
| Contact Name | Tim Ott |
| Contact Email & Phone | tott@spokanecity.org - ext. 6355 |
| Council Sponsor(s) | |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: |
| Agenda Item Name | KSPS PEG Reimbursement Contract |
| Summary (Background) | <p>The City of Spokane designates KSPS as the administrator of Comcast PEG funds under Section 19 subsection (b) of the City's Cable Franchise. KSPS prioritizes the Capital Equipment needs of the Comcast PEG Education channels, then relays those requests on to the City for funding.</p> <p>This contract enables the City to reimburse KSPS for capital equipment purchases related to PEG video production and distribution.</p> |
| Proposed Council Action & Date: | Approval of this contract to fulfill Comcast Cable Franchise Requirements under section 19 "Community Programming". |
| <p>Fiscal Impact: Total Cost: <u>\$69,212.67</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source:</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p> | |
| Operations Impacts | |
| <p>What impacts would the proposal have on historically excluded communities?</p> <p>As part of the Franchise, the City Contracts with KSPS to distribute PEG programming to Comcast for delivery of the community and educational access programming.</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>The recently adopted cable franchise requires Comcast Cable to provide educational access programming to be carried on the basic cable tier which is the most affordable tier of cable television.</p> | |
| <p>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?</p> <p>There is currently no way to obtain PEG channel data on Comcast customers.</p> | |

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

This reimbursement contract fulfills Section 19 of the Comcast Cable Franchise adopted in the fall of 2021 in regard to Educational programming.



City of Spokane
PEG C.A.B.L.E. CHANNEL DISTRIBUTION

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **FRIENDS OF KSPS**, whose address is 3911 South Regal Street, Spokane, Washington 99223 as (“KSPS”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the City has obtained certain channel resources and capital financing as a result of a Franchise renewal, C35970, with the local Cable Operator, Comcast Cable Communications Management, LLC, (“Comcast”); and

*WHEREAS, the Franchise documents include the Franchise Ordinance itself which is attached hereto as **Exhibit B** and incorporated herein; and*

WHEREAS, KSPS has agreed to provide PEG C.A.B.L.E. Channel Distribution for Public Education Television; and

WHEREAS, KSPS is the established master control provider for PEG access channels.

The parties agree as follows:

1. DESIGNATION OF KSPS AS CHANNEL MANAGER.

The City designates KSPS as Channel Manager of the channel reserved in the Comcast Franchise. This designation terminates if the Comcast Franchise Agreement terminates or expires. The designation is in the nature of a quitclaim authorization, to the extent of the City's power and authority to make such designation, without any promises or warranties. This section and Section 2 comprise the entire obligations of the City under this Agreement, notwithstanding any other provision.

2. 2024 CAPITAL FUNDING. Subject to applicable Franchise requirements as provided in the cable franchise between the City and the Comcast Cable Company (C35970) for PEG Fee source expenditures, the City agrees to pay KSPS from the “PEG Fee” resource identified in Section 19 J of the franchise, a grant up to **SIXTY-NINE THOUSAND TWO HUNDRED TWELVE AND 67/100 DOLLARS (\$69,212.67)** for capital expenditures for the calendar year 2024. Future grant funding at this value is not a guarantee, and is subject to change on a yearly basis.

A. KSPS agrees to continue to present community programming on the cable channel designated for this purpose and represents to the City that it has adequate

operational funding and other resources necessary to accomplish this function;
and

- B. KSPS understands its obligation to be sure that all expenditures of PEG fee grant monies are consistent with any Comcast franchise restrictions for use of said monies. KSPS shall furnish the City with reasonable proof, upon request, that its use meets cable franchise requirements. In the event KSPS cannot do so to City's satisfaction, KSPS is responsible to reimburse the City any reduction in PEG funding obligations by Comcast under Section 19. KSPS further agrees to indemnify and hold harmless the City from any other loss or liability for failure to the City from failure to satisfy Comcast; and
- C. This is a grant from PEG fee resources only. Under no circumstances shall the City be independently liable to KSPS for payment of any sums under this agreement, directly or indirectly by way of reduction of other monies due and payable by Comcast.

3. FUNDING APPROVAL. PEG funds and expenses will be approved upon submission of expense receipts to the City.

4. TERM/NOTICES

- A. The Agreement takes effect January 1, 2024, and expires December 31, 2024; PROVIDED:
 - i. It automatically expires if the current Comcast Franchise expires or is otherwise terminated or substantially modified for any reason unless extended in writing by the City.
 - ii. It may be terminated without any requirement of showing cause by either party, upon sixty (60) days written notice; PROVIDED the City may terminate the Agreement upon a lesser notice period if it reasonably determines that it is exposed to any loss or liability because of continuation of the Agreement,
- B. Notices shall be given:
 - i. To the City: Attention: City Administrator, 808 W. Spokane Falls Blvd., Spokane WA 99201.
 - ii. To KSPS: Attention: General Manager, 3911 South Regal Street, Spokane, Washington 99223.

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. KSPS shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

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. KSPS 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.

KSPS 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 KSPS's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Firm 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 KSPS'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 KSPS, its agents or employees. KSPS specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by KSPS's own employees against the City and, solely for the purpose of this indemnification and defense, KSPS specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. KSPS 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, KSPS shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW:

- A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to KSPS's services to be provided under this Agreement;
 - i. Acceptable supplementary Umbrella coverage in combination with Commercial General Liability policy shall be a minimum of \$2M in order to meet the minimum insurance coverages required under this contract; 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 thirty (30) days written notice from KSPS or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, KSPS 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 Firm'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. KSPS shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

9. DEBARMENT AND SUSPENSION.

KSPS 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.

10. AUDIT.

KSPS 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. KSPS 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.

11. ASSIGNMENT AND SUBCONTRACTING.

KSPS 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 KSPS shall incorporate by reference this Agreement, except as otherwise provided. KSPS 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 KSPS from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

12. 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 KSPS for all work previously authorized and performed prior to the termination date.

13. STANDARD OF PERFORMANCE.

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

14. 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 KSPS shall be safeguarded by KSPS. KSPS shall make such data, documents and files available to the City upon the City's request. If the City's use of KSPS's records or data is not related to this project, it shall be without liability or legal exposure to KSPS.

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

15. ANTI KICK-BACK.

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

16. 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. KSPS, 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, KSPS 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 or condition. Neither the acceptance by the City of any performance by KSPS after the time the same shall have become due nor payment to KSPS 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 KSPS. 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.

FRIENDS OF KSPS

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 – Franchise Ordinance C35970

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) |



OPR 2023-0063

OPR 2023-0393

FRIEOFK-01

KBLAKE1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/23/2023

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
Hub International Northwest LLC
PO Box 3144
Spokane, WA 99220

CONTACT NAME: **Ann Weber**
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RECEIVED

AUG 25 2023

CITY CLERK'S OFFICE

INSURED
Friends of KSPS
3911 S Regal
Spokane, WA 99223

| INSURER(S) AFFORDING COVERAGE | | NAIC # |
|-------------------------------|--|--------------|
| INSURER A : | Hanover Insurance Company | 22292 |
| INSURER B : | Allmerica Financial Benefit Insurance Company | 41840 |
| INSURER C : | | |
| INSURER D : | | |
| INSURER E : | | |
| INSURER F : | | |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | X | | ZH2H029562 | 9/1/2023 | 9/1/2024 | 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 WA Stop Gap \$ 1,000,000 |
| B | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | AW2H029585 | 9/1/2023 | 9/1/2024 | 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 \$ | | | UH2H02998804 | 9/1/2023 | 9/1/2024 | EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ PER STATUTE OTH-ER |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | | | | E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$ |
| A | <input checked="" type="checkbox"/> E&O/Prof Liab | | | LH2A72460907 | 9/1/2023 | 9/1/2024 | Prof Liab \$ 2,000,000 |

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 Additional Insured per the attached form.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

| | | |
|-----|---|----------|
| 1. | Additional Insured by Contract, Agreement or Permit | Included |
| 2. | Additional Insured – Primary and Non-Contributory | Included |
| 3. | Blanket Waiver of Subrogation | Included |
| 4. | Bodily Injury Redefined | Included |
| 5. | Broad Form Property Damage – Borrowed Equipment, Customers Goods & Use of Elevators | Included |
| 6. | Knowledge of Occurrence | Included |
| 7. | Liberalization Clause | Included |
| 8. | Medical Payments – Extended Reporting Period | Included |
| 9. | Newly Acquired or Formed Organizations - Covered until end of policy period | Included |
| 10. | Non-owned Watercraft | 51 ft. |
| 11. | Supplementary Payments Increased Limits | |
| | - Bail Bonds | \$2,500 |
| | - Loss of Earnings | \$1000 |
| 12. | Unintentional Failure to Disclose Hazards | Included |
| 13. | Unintentional Failure to Notify | Included |

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II – WHO IS AN INSURED**:

Additional Insured by Contract, Agreement or Permit

- a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

(1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

(2) Premises you own, rent, lease or occupy; or

(3) Your maintenance, operation or use of equipment leased to you.

- b. The insurance afforded to such additional insured described above:

(1) Only applies to the extent permitted by law; and

(2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.
 - (4) Will not be broader than coverage provided to any other insured.
 - (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.
- c. This provision does not apply:
- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
 - (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
 - (3) To any lessor of equipment:
 - (a) After the equipment lease expires; or
 - (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor
 - (4) To any:
 - (a) Owners or other interests from. whom land has been leased which takes place after the lease for the land expires; or
 - (b) Managers or lessors of premises if:
 - (i) The occurrence takes place after you cease to be a tenant in that premises; or
 - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
 - (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and

advertising injury" involved the rendering of or failure to render any professional services by or for you.

- d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

- 1. Required by the contract, agreement or permit described in Paragraph a.; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

2. Additional Insured – Primary and Non-Contributory

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other insurance:**

Additional Insured – Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II – WHO IS AN INSURED**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss covered under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- (1) For the sole negligence of the Additional Insured;
- (2) When the Additional Insured is an Additional Insured under another primary liability policy; or
- (3) when **b.** below applies.

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

b. Excess Insurance

- (1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;
 - (c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY.**
- (2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- (3) When this insurance is excess over other Insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each

insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers

3. Blanket Waiver of Subrogation

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

4. Bodily Injury Redefined

SECTION V – DEFINITIONS, Definition 3. "bodily injury" is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

5. Broad Form Property Damage – Borrowed Equipment, Customers Goods, Use of Elevators

a. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions** subparagraph j. is amended as follows:

Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

b. The following is added to **SECTION V – DEFINITIONS:**

24. "Customers goods" means property of your customer on your premises for the purpose of being:

- a. worked on; or
- b. used in your manufacturing process.
- c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent

6. Knowledge of Occurrence

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

- e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.

7. Liberalization Clause

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

Liberalization Clause

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

8. Medical Payments – Extended Reporting Period

- a. **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS**, Paragraph 1. **Insuring Agreement**, subparagraph a.(3)(b) is replaced by the following:

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

- b. This coverage does not apply if **COVERAGE C – MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Part or by endorsement.

9. Newly Acquired Or Formed Organizations

SECTION II – WHO IS AN INSURED, Paragraph 3.a. is replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.

10. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. **Exclusions**, subparagraph g.(2) is replaced by the following:

g. Aircraft, Auto Or Watercraft

- (2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

11. Supplementary Payments Increased Limits

SECTION I – SUPPLEMENTARY PAYMENTS COVERAGES A AND B, Paragraphs 1.b. and 1.d. are replaced by the following:

- 1.b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- 1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1000 a day because of time off from work.

12. Unintentional Failure to Disclose Hazards

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 6. **Representations:**

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

13. Unintentional Failure to Notify

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

| | | |
|-----|---|-------------|
| 1. | Additional Insured – Broad Form Vendors | Included |
| 2. | Aggregate Limit per Location | Included |
| 3. | Alienated Premises | Included |
| 4. | Broad Form Named Insured | Included |
| 5. | Extended Property Damage | Included |
| 6. | Incidental Malpractice (Employed nurses, EMT's & paramedics) | Included |
| 7. | Mobile Equipment Redefined | Included |
| 8. | Personal Injury – Broad Form | Included |
| 9. | Product Recall Expense | |
| | - Product Recall Expense Each Occurrence Limit | \$25,000 |
| | - Product Recall Expense Aggregate Limit | \$50,000 |
| | - Product Recall Deductible | \$500 |
| 10. | Property Damage Legal Liability – Broad Form | |
| | - Fire, Lightning, Explosion, Smoke and Leakage from Fire Protective Systems Damage Limit | \$1,000,000 |

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

1. Additional Insured – Broad Form Vendors

The following is added to **SECTION II – WHO IS AN INSURED**:

Additional Insured – Broad Form Vendors

- a. Any person or organization that is a vendor with whom you agreed in a written contract or written agreement to include as an additional insured under this Coverage Part is an insured, but only with respect to liability for “bodily injury” or “property damage” arising out of “your products” which are distributed or sold in the regular course of the vendor’s business.
- b. The insurance afforded to such vendor described above:
 - (1) Only applies to the extent permitted by law;
 - (2) Will not be broader than the insurance which you are required by the contract or agreement to provide for such vendor;
 - (3) Will not be broader than coverage provided to any other insured; and

- (4) Does not apply if the “bodily injury”, “property damage” or “personal and advertising injury” is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto

- c. With respect to insurance afforded to such vendors, the following additional exclusions apply:

The insurance afforded to the vendor does not apply to:

- (1) “Bodily injury” or “property damage” for which the vendor is obligated to pay damages by reasons of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;
- (2) Any express warranty unauthorized by you;
- (3) Any physical or chemical change in the product made intentionally by the vendor;
- (4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration,

testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;

- (5) Any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product;
 - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;
 - (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (a) The exceptions contained within the exclusion in subparagraphs (4) or (6) above; or
 - (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
 - (9) "Bodily injury" or "property damage" arising out of an "occurrence" that took place before you have signed the contract or agreement with the vendor.
 - (10) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
 - (11) Any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- d. With respect to the insurance afforded to these vendors, the following is added to **SECTION III – LIMITS OF INSURANCE:**
- The most we will pay on behalf of the vendor for a covered claim is the lesser of the amount of insurance:
1. Required by the contract or agreement described in Paragraph a.; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

2. Aggregate Limit Per Location

- a. **SECTION III – LIMITS OF INSURANCE**, the General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.
- b. For purpose of this coverage only, the following is added to **SECTION V – DEFINITIONS:**

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

3. Alienated Premises

SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. **Exclusions**, subparagraph j.(2) is replaced by the following:

- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

4. Broad Form Named Insured

If you are designated in the Declarations as anything other than an individual, then any organization:

- a. Over which you maintained a combined ownership interest of more than 50% on the effective date of this policy;
- b. That is not a partnership, joint venture or limited liability company; and
- c. That is not excluded by any endorsement to this policy, will qualify as a Named Insured if there is no other similar insurance available to that organization, or that would be available but for exhaustion of its limits.

Any such organization will cease to qualify as a Named Insured as of the date during the policy period when the combined ownership interest of the Named Insureds in the organization equals or falls below 50%.

5. Extended Property Damage

SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. **Exclusions**, subparagraph a. is replaced by the following:

a. Expected Or Intended Injury

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

6. Incidental Malpractice – Employed Nurses, EMT's and Paramedics

SECTION II – WHO IS AN INSURED, paragraph **2.a.(1)(d)** does not apply to a nurse, emergency medical technician or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.

7. Mobile Equipment Redefined

SECTION V – DEFINITIONS, Definition **12**. "Mobile Equipment", paragraph **f.(1)** does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

8. Personal Injury – Broad Form

a. SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, Paragraph **2. Exclusions**, subparagraph **e.** is deleted.

b. SECTION V – DEFINITIONS, Definition **14**, "Personal and advertising injury" subparagraph **b.** is replaced by the following:

b. Malicious prosecution or abuse of process.

c. The following is added to **SECTION V – DEFINITIONS**, Definition **14**. "Personal and advertising injury":

"Discrimination" (unless insurance thereof is prohibited by law) that results in injury to the feelings or reputation of a natural person, but only if such "discrimination" is:

(1) Not done intentionally by or at the direction of:

(a) The insured;

(b) Any officer of the corporation, director, stockholder, partner or member of the insured; and

(2) Not directly or indirectly related to an "employee", not to the employment, prospective employment or termination of any person or persons by an insured.

d. The following is added to **SECTION V – DEFINITIONS**:

"Discrimination" means the unlawful treatment of individuals based upon race, color, ethnic origin, gender, religion, age, or sexual preference. "Discrimination" does not

include the unlawful treatment of individuals based upon developmental, physical, cognitive, mental, sensory or emotional impairment or any combination of these.

e. This coverage does not apply if **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** is excluded either by the provisions of the Coverage Form or by endorsement.

9. Product Recall Expense

a. SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph **2. Exclusions**, subparagraph **n.** is replaced by the following:

n. Recall of Products, Work or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it, but this exclusion does not apply to "product recall expenses" that you incur for the "covered recall" of "your product".

However, this exception to the exclusion does not apply to "product recall expenses" resulting solely from:

(4) Failure of any products to accomplish their intended purpose;

(5) Breach of warranties of fitness, quality, durability or performance;

(6) Loss of customer approval, or any cost incurred to regain customer approval;

(7) Redistribution or replacement of "your product" which has been recalled by like products or substitutes;

(8) Caprice or whim of the insured;

(9) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance;

(10) Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials;

(11) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.

- b. The following is added to **SECTION II – WHO IS AN INSURED**, Paragraph 3.

COVERAGE A does not apply to "product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.

- c. For the purposes of this endorsement only, the following is added to **SECTION III – LIMITS OF INSURANCE**:

Product Recall Expense Limits of Insurance

- a. The Limits of Insurance shown in the SUMMARY OF COVERAGES of this endorsement and rules stated below fix the most we will pay under this Product Recall Expense Coverage regardless of the number of:

(1) Insureds:

(2) "Covered Recalls" initiated: or

(3) Number of "your products" withdrawn.

- b. The Product Recall Expense Aggregate Limit is the most we will reimburse you for the sum of all "product recall expenses" incurred for all "covered recalls" initiated during the policy period.

- c. The Product Recall Expense Each Occurrence Limit is the most we will pay in connection with any one defect or deficiency.

- d. All "product recall expenses" in connection with substantially the same general harmful condition will be deemed to arise out of the same defect or deficiency and considered one "occurrence".

- e. Any amount reimbursed for "product recall expenses" in connection with any one "occurrence" will reduce the amount of the Product Recall Expense Aggregate Limit available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

- f. If the Product Recall Expense Aggregate Limit has been reduced by reimbursement of "product recall

expenses" to an amount that is less than the Product Recall Expense Each Occurrence Limit, the remaining Product Recall Expense Aggregate Limit is the most that will be available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

- g. **Product Recall Deductible**

We will only pay for the amount of "product recall expenses" which are in excess of the \$500 Product Recall Deductible. The Product Recall Deductible applies separately to each "covered recall". The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount, if applicable. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

The Product Recall Expense Limits of Insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for the purposes of determining the Limits of Insurance.

- d. The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

You must take the following actions in the event of an actual or anticipated "covered recall" that may result in "product recall expense":

- (1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled, including a description of "your product" and the reason for the withdrawal or recall; and

- (2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance.

- e. The following definitions are added to **SECTION V – DEFINITIONS**:

"Covered recall," means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".

"Product recall expense" means:

- a. Necessary and reasonable expenses for:
- (1) Communications, including radio or television announcements or printed advertisements including stationery, envelopes and postage;
 - (2) Shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;
 - (3) Remuneration paid to your regular "employees" for necessary overtime;
 - (4) Hiring additional persons, other than your regular "employees";
 - (5) Expenses incurred by "employees" including transportation and accommodations;
 - (6) Expenses to rent additional warehouse or storage space;
 - (7) Disposal of "your product", but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal;

You incur exclusively for the purpose of recalling "your product"; and

- b. Your lost profit resulting from such "covered recall".
- f. This Product Recall Expense Coverage does not apply:
- (1) If the "products – completed operations hazard" is excluded from coverage under this Coverage Part including any endorsement thereto; or
 - (2) To "product recall expense" arising out of any of "your products" that are otherwise excluded from coverage under this Coverage Part including endorsements thereto.

10. Property Damage Legal Liability – Broad Form

- a. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, the last paragraph (after the exclusions) is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from fire protective systems to premises while rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

- b. **SECTION III – LIMITS OF INSURANCE**, Paragraph 6. is replaced by the following:

6. Subject to Paragraph 5. above, The Damage to Premises Rented to You Limit is the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises from fire, lightning, explosion, smoke and leakage from fire protective systems to premises, while rented to you or temporarily occupied by you with permission of the owner.

The Damage to Premises Rented to You Limit is the higher of:

- a. \$1,000,000; or
- b. The Damage to Premises Rented to You Limit shown in the Declarations.

This limit will apply to all damage caused by the same event, whether such damage results from fire, lightning, explosion, smoke, leakage from fire protective systems or any combination of any of these.

- c. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other Insurance**, subparagraph b. **Excess Insurance**, item (a)(ii) is replaced by the following:

(ii) That is fire, lightning, explosion, smoke or leakage from fire protective systems insurance for premises rented to you or temporarily occupied by you with permission of the owner; or

- d. **SECTION V – DEFINITIONS**, Definition 9. "Insured contract", Paragraph a. is replaced by the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke or leakage from fire protective systems to

premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

- e. This coverage does not apply if Damage to Premises Rented to You is excluded either by the provisions of the Coverage Part or by endorsement.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.



< Business Lookup

License Information:

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

Entity name: FRIENDS OF KSPS

Business name: FRIENDS OF SEVEN

Entity type: Nonprofit Corporation

UBI #: 600-089-472

Business ID: 001

Location ID: 0001

Location: Active

Location address: 3911 S REGAL ST
SPOKANE WA 99223-7721

Mailing address: 3911 S REGAL ST
SPOKANE WA 99223-7721

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 |
|--------------------------------|-----------|-------|---------|--------|-----------------|------------------|
| Minor Work Permit | | | | Active | Jun-30-2025 | Jan-27-2023 |
| Spokane Nonprofit Business | | | | Active | Jun-30-2025 | Aug-19-2015 |

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

| Governing people | Title |
|------------------|-------|
| FRIENDS OF KSPS | |
| STOKES, GARY | |

Registered Trade Names

| Registered trade names | Status | First issued |
|------------------------|--------|--------------|
| KSPS PBS | Active | Jun-07-2023 |



The Business Lookup information is updated nightly. Search date and time: 8/12/2024 11:13:53 AM

Contact us

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Check if your browser is supported



KSPS 2024 PEG CAPITAL EQUIPME

Project

Item Description

Qty

| Project | Item Description | Qty |
|---------|------------------|-----|
| | | |

NT EXPENSE LIST (25650)

| Item Price | Extended Price | Project Subtotal |
|------------|----------------|------------------|
| | | |



Subtotal
Sales Tax
Project Total

KSPS 2024 PEG CAPITAL EQUIPMENT EXPENSE LIST (25650

| Group # | Project | Item Description | Qty | Item Price | Ext Price |
|---------|---------------------------------------|--|------|-------------|-------------|
| 1 | District 81 Equipment Request | Sony PXW-Z150 4K XDCAM Camcorder | 1.00 | \$5,000.00 | \$5,000.00 |
| 2 | Replace XDCAM Deck in MC | Sony PMW-RX50 Rec/Player | 1.00 | \$4,000.00 | \$4,000.00 |
| | | Sony 64GB SxS-1 G1C Series Memory Card (2-Pack) | 2.00 | \$530.00 | \$1,060.00 |
| 3 | Remote Gear | UltraSync One RF Timecode Sync/ AtomX Sync /Ninja V | 3.00 | \$247.00 | \$741.00 |
| | | KVM Switch HDMI 16 Port 4K | 1.00 | \$245.00 | \$245.00 |
| | | Field Monitoring Converter | 1.00 | \$320.00 | \$320.00 |
| | | Atomos Connect network Wireless & SDI Expansion | 2.00 | \$85.14 | \$170.28 |
| | | VITC to LITC Converter | 1.00 | \$320.00 | \$320.00 |
| | | Matthews Slider / Light support stand | 2.00 | \$300.00 | \$600.00 |
| | | Pro-Aim motorized pan/tilt head | 1.00 | \$1,100.00 | \$1,100.00 |
| 4 | 3 Laptops with built-in network ports | 2 built in port/RAM/Video cards/HDMI/displays to monitor 3 or 4 streams 1080 & 4K | 3.00 | \$900.00 | \$2,700.00 |
| | Production | | | | |
| 1 | FIELD CAMERA with Lens and Support | SONY FX-9 CAMERA / FE4/PZ 28-135 G OSS LENS | 1.00 | \$12,200.00 | \$12,200.00 |
| | | SONY FE 2.8 70-200 GM OSS lens | 1.00 | \$2,800.00 | \$2,800.00 |
| | | SONY FE 2.8 12-24 GM lens | 1.00 | \$2,800.00 | \$2,800.00 |
| | | Sachtler aktiv8T flowtech75 GS Tripod System | 1.00 | \$3,200.00 | \$3,200.00 |
| | | Nanuk 918 lense case | 1.00 | \$170.00 | \$170.00 |
| | | Arco V55G Rolling Camcorder Bag | 1.00 | \$300.00 | \$300.00 |
| | | Aputure MC 4-Light Travel Kit with charging case | 1.00 | \$433.00 | \$433.00 |
| | | Kessler Quick-Release mounting system | 1.00 | \$190.00 | \$190.00 |
| 2 | Audio Equip | Zoom F8N Pro recorder | 1.00 | \$930.00 | \$930.00 |
| | | Sennheiser Wireless mic system | 1.00 | \$900.00 | \$900.00 |
| | | Sennheiser MKE 6000 Shotgun microphone with kit | 1.00 | \$796.00 | \$796.00 |
| | | Yamaha HS8 Studio monitor speakers | 2.00 | \$300.00 | \$600.00 |

| | | | | | |
|---|-----------------------|---|------|------------|-------------|
| | | | | | |
| 3 | DSLR Accessories | DJI RS 3 Pro Gimbal | 1.00 | \$1,120.00 | \$1,120.00 |
| | | SIRUI P-42FS carbon fiber monopod with VH-10 head | 2.00 | \$230.00 | \$460.00 |
| | | RODE on-camera microphone | 1.00 | \$240.00 | \$240.00 |
| | | Pelican Hard Case | 1.00 | \$260.00 | \$260.00 |
| | | | | | |
| 4 | PTZ camera | SONY PRC-X1000 | 2.00 | \$9,000.00 | \$18,000.00 |
| | | Datavideo travel case for PTZ | 1.00 | \$292.00 | \$292.00 |
| | | | | | |
| 5 | Control Room Monitors | Dell UltraSharp | 2.00 | \$775.00 | \$1,550.00 |

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Project Subtotal

\$5,000.00

\$5,060.00

\$70,000.00 Budget Approved

\$3,496.28

\$63,497.28 Sub Total

\$5,715.39 Sales Tax

9.01%

\$69,212.67 Project Total

\$787.33 Budget Remaining

\$2,700.00

\$22,093.00

\$3,226.00

| |
|-------------|
| |
| \$2,080.00 |
| |
| |
| |
| |
| |
| \$18,292.00 |
| |
| |
| \$1,550.00 |



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 08/26/2024

Committee Agenda type: Consent

Date Rec'd

8/15/2024

Clerk's File #

Cross Ref #

Project #

Council Meeting Date: 09/09/2024

Submitting Dept

CONTRACTS & PURCHASING

Bid #

RFP #6158-24

Contact Name/Phone

JASON 232-8841

Requisition #

Contact E-Mail

JNECHANICKY@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

BWILKERSON MCATHCART ZZAPPONE

Agenda Item Name

5500 - CITY WIDE OFFICE SUPPLY DELIVERY SERVICE

Agenda Wording

The City of Spokane issued a Request for Proposals for an Office Supply Delivery Service for all City Departments. This is a 5-year contract.

Summary (Background)

The City of Spokane issued a Request for Proposals for an Office Supply Delivery Service for all City Departments. Three (3) Responses were received and evaluated by an evaluation committee consisting of five (5) city employees from various departments and is unanimously recommending award of a five (5) year contract to Kershaws Inc. This contract facilitates the ordering and delivery of office supplies for all City of Spokane departments. Payment type will be City Purchasing Cards.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 1,500,000.00

Current Year Cost \$ 300,000.00

Subsequent Year(s) Cost \$ 1,200,000.00

Narrative

Purchasing issued RFP #6158-24, received three (3) responses and an evaluation committee reviewed all responses carefully and recommended award to Kershaw's Inc.

Amount

Budget Account

Expense \$ 1,500,000.00

Varies by department

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#

Committee Agenda Sheet

Finance & Administration Committee

| | |
|---|---|
| Committee Date | 8/26/2024 |
| Submitting Department | Purchasing & Contracts |
| Contact Name | Jason Nechanicky |
| Contact Email & Phone | jnechanicky@spokanecity.org |
| Council Sponsor(s) | |
| Select Agenda Item Type | <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: |
| Agenda Item Name | 5500 – City Wide Office Supply Delivery Service |
| 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 issued a Request for Proposals for an Office Supply Delivery Service for all City Departments. Three (3) Responses were received and evaluated by an evaluation committee consisting of five (5) city employees from various departments and is unanimously recommending award of a five (5) year contract to Kershaws Inc.</p> <p>This contract facilitates the ordering and delivery of office supplies for all City of Spokane departments.</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>1,500,000</u></p> <p style="padding-left: 20px;">Current year cost: \$300,000</p> <p style="padding-left: 20px;">Subsequent year(s) cost: \$300,000</p> <p>Narrative: Purchasing issued RFP #6158-24, received three (3) responses and an evaluation committee reviewed all responses carefully.</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" 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 checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p> | |
| Operations Impacts (If N/A, please give a brief description as to why) | |

COUNCIL RULES – ATTACHMENT B 1 (STANDARD BRIEFING PAPER)

- What impacts would the proposal have on historically excluded communities?
N/A contract is for office supplies.
- 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 contract is for office supplies.
- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?
Regular business reviews with supplier to confirm best pricing is provided.
- 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?
Competitive solicitation was utilized to identify the best total cost provider.

Council Subcommittee Review

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



City of Spokane
CONTRACT
Title: OFFICE SUPPLY DELIVERY

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as "City", and **KERSHAW'S INC.**, whose address is 119 South Howard Street, Spokane, Washington 99201, as ("Kershaw's"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **PERFORMANCE**. Kershaw's shall provide the City with OFFICE SUPPLY DELIVERY SYSTEM, using the City's Purchasing Card and/or by purchase order, in accordance with the following:
 - A. City departments will be placing their own orders for office supplies using the City's Purchasing Card ("VISA") as the payment tool. Orders may also be placed by Purchase Order, which will require that the Vendor mail an invoice and allow Net 30 Days terms.
 - B. All purchases made with the City of Spokane Purchasing Card shall be charged at the prices offered by Kershaw's. All purchases made with a City of Spokane Visa shall be accompanied by an itemized receipt, which references the City of Spokane Visa transaction. Goods must not be charged to the credit card prior to actual shipment of goods to the City of Spokane.
 - C. All purchases made with a City of Spokane Purchase Order shall be invoiced to the ordering Department. All invoices must reference this Purchase Order Number. Each order is to be processed separately and not grouped with other City orders for shipping or invoicing purposes. There shall be no minimum order size and no minimum dollar amount for each order.
 - D. All returns and exchanges must be at no charge to the City within thirty (30) days of the original receipt. All deliveries shall be at no cost. All deliveries made to City Hall shall be made to the Receiving Room on the First Floor. A list of City ship-to addresses outside of City Hall is provided in Attachment A. Delivery of supplies from date of order shall not exceed TWENTY FOUR (24) hours for supplies in stock at Kershaw's warehouse and ten (10) working days for supplies that must be back-ordered. Kershaw's is required to keep an adequate inventory to meet the City's needs, especially on items listed in Attachment B. Back-orders must be kept to a minimum.

- E. Each City of Spokane Department shall be issued a comprehensive office supply catalog at no charge. Kershaw's shall have a minimum of 20,000 items of office supplies in its catalog. The City may order office supplies included in Kershaw's catalog, and office supplies not included in Kershaw's catalog. The term "office supplies" shall NOT include: computer equipment and peripherals; photocopiers; fax machines; office furniture; telephone and telecommunication equipment.
- F. Attachment B represents a list of commonly used items. Kershaw's shall provide City Departments with a price listing/catalog of these common items.

2. CONTRACT DOCUMENTS. This written Contract, the specifications other than as expressly accepted to in the Kershaw's bid, the Kershaw's bid and the solicitation for bids comprise the contract documents, and are intended as a final expression of the Contract of the parties. In the event of conflict between the contract documents, the documents control in the order listed.

None of the terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered except by a written instrument signed by an authorized representative of the City and delivered to Kershaw's, and any shipment received by the City will only be upon the terms and conditions contained in this Contract, notwithstanding the City's acts in accepting or paying for any shipment or any similar act of the City.

3. CONTRACT TERM. The Contract shall begin August 1, 2024, and run through July 31, 2029, unless terminated earlier.

4. COMPENSATION.

A. The City shall pay Kershaw's as follows:

- 1) Common use items are listed with a firm fixed price on Attachment B. City Departments will have access to this list via a printed list and it will also be available online.
- 2) Discount on balance of catalog: We do not offer a single discount off the remainder of our full line catalog because it is not in the best interest of our customer. Being an independent dealer, we are able to make quick decisions about where we buy products. We have always given our customers this benefit- the better we buy a product, the better price they receive. We also have a vast selection of vendors and products at our disposal due to the fact we belong ISG, Independent Suppliers Croup, a national buying group. This allows us to offer our customers the best mix of products. Again, since we give the City best pricing across the board, a single discount does not give the best value.
- 3) Discounts for items not in Kershaw's catalog will be calculated at a cost-plus rate.

B. Prices shall be firm for the initial term of the Contract. During the life of the Contract and any renewals, any price declines at the manufacturer's level shall be reflected in the immediate price reduction to the City.

5. PAYMENT. Kershaw's shall send its application for payment to the Accounting Department, Accounts Payable Division, Fourth Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201-3304. All invoices must reference the Purchase Order

Number. Payment will be made within thirty (30) days after receipt of Kershaw's' application. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided by state law.

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

7. 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.

8. 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.

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

10. 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.

11. TERMINATION. Either party may terminate this Contract by sixty (60) days written notice to the other party. In the event of such termination, the City shall pay Kershaw's for all work previously authorized and performed prior to the termination date.

12. INDEMNIFICATION Kershaw's 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 Kershaw'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 Kershaw'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 Kershaw's, its agents or employees. Kershaw's specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by Kershaw's own employees against the City and, solely for the purpose of this indemnification and defense, Kershaw's specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. Kershaw's 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.

13. INSURANCE. During the period of the Agreement, Kershaw's 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 Kershaw's services to be provided under this Agreement;
 - i. Acceptable supplementary Umbrella coverage in combination with Commercial General Liability policy shall be a minimum of \$2M in order to meet the minimum insurance coverages required under this contract; 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 Kershaw's or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, Kershaw's 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. Kershaw's shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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

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

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

17. 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. Kershaw's 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 Kershaw's.

18. 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. Kershaw's shall be responsible for contacting the Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business

registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

19. AUDIT / RECORDS. Kershaw's and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. Kershaw's 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.

20. CONFIDENTIALITY/PUBLIC RECORDS. Notwithstanding anything to the contrary, City will maintain the confidentiality of Kershaw'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 Kershaw's materials or information, City will give Kershaw's notice and Kershaw's will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Kershaw's 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.

21. 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.

KERSHAW'S 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 Contract:
Attachment A: City ship-to addresses outside of City Hall
Attachment B: Kershaw's Pricing Sheet
Certificate Regarding Debarment

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

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

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

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

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

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

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

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



BUSINESS LICENSE

STATE OF
WASHINGTON

Profit Corporation

KERSHAW'S, INC.
119 S HOWARD ST
SPOKANE WA 99201-3806

Issue Date: Jan 19, 2024

Unified Business ID #: 601686211

Business ID #: 001

Location: 0001

Expires: Jan 31, 2025

UNEMPLOYMENT INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE

CITY/COUNTY ENDORSEMENTS:

SPOKANE GENERAL BUSINESS #T12007736BUS - ACTIVE

LICENSING RESTRICTIONS:

Not licensed to hire minors without a Minor Work Permit.

REGISTERED TRADE NAMES:

KERSHAW'S INC

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

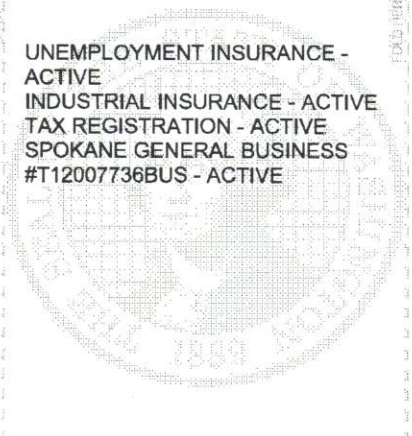
UBI: 601686211 001 0001

KERSHAW'S, INC.
119 S HOWARD ST
SPOKANE WA 99201-3806

STATE OF WASHINGTON

UNEMPLOYMENT INSURANCE - ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE
SPOKANE GENERAL BUSINESS
#T12007736BUS - ACTIVE

Expires: Jan 31, 2025



100 TOP COMMUN USE ITEMS

| | | | | | | ALTERNATE OFFERED | |
|-----------------|----------------------------------|----------|---------------|------------|------------|--|------|
| Item Number | Description | Quantity | sold by u/m | Unit Price | TOTAL | Product # | Mfr. |
| RED31120 | BOOK, MEMO, END-OPEN, 3X5, AST | 860 | ea | \$0.70 | \$602.00 | | |
| RED36746 | BOOK, STENO, GREGG, 80SH, GRN | 238 | ea | \$1.24 | \$295.12 | | |
| UNIOFFICE | MULTIPURPOSE PAPER 92 BRITE | 206 | cs (10rms/cs) | \$46.50 | \$9,579.00 | *Please note: paper prices can be unsteady and | |
| SAN30001B | MARKER, SHARPIE, FINE, BLACK | 192 | ea | \$0.86 | \$165.12 | | |
| UNC45TT0 | THERMAL LABELS 4X5 | 110 | rl | * | | * This is a non-stock special order item- can | |
| UNC4-R-TLP-2844 | 4. 33X243' WAX RIBBONS | 62 | ea | * | | * This is a non-stock special order item- can | |
| PIL31506 | PEN, GEL, G-KNOCK BEGRN, FN, BK | 55 | dz | \$13.29 | \$730.95 | | |
| BSN65638 | CLIP, PAPER, STANDARD, REGULAR | 54 | bx | \$0.29 | \$15.66 | | |
| SMD76487 | POCKET, FILE, 1" EXPND, LGL, MLA | 50 | ea (50/bx) | \$1.60 | \$80.00 | | |
| XER3R03761 | PAPER, COPY, VITALITY, 11X17 | 48 | rm (5 rms/cs) | \$10.85 | \$520.80 | *Please note: paper prices can be unsteady and | |
| SMD34115 | FOLDER, FILE, FASTNR, LTR, 11PT | 45 | bx | \$38.85 | \$1,748.25 | | |
| BSN36550 | CLIP, BINDER, SMALL, 12PC, BK | 37 | bx | \$0.28 | \$10.36 | | |
| BSN65649 | STAPLES, STNDRD, CHSLPNT, 5000 | 36 | bx | \$0.76 | \$27.36 | | |
| BSN26740 | BOOK, STENO, GREGG, 60SH, WE | 33 | ea | \$1.80 | \$59.40 | | |
| BSN36551 | CLIP, BINDER, MEDIUM, 12PC, BK | 32 | bx | \$0.66 | \$21.12 | | |
| BSN36552 | CLIP, BINDER, LARGE, 12PC, BK | 28 | bx | \$1.74 | \$48.72 | | |
| BSN26741 | BOOK, STENO, GREGG, 70SH, GRN | 28 | ea | \$1.59 | \$44.52 | | |
| SAN44001A | MARKER, SHARPIE, MAGNUM, BK | 26 | ea | \$3.10 | \$80.60 | | |
| BSN42100 | ENVELOPE, CATALOG, 9X12, KFT | 25 | bx | \$29.63 | \$740.75 | | |
| PEN50HB | LEAD, 0.7MM, HB/BLACK, 12CT | 24 | tb | \$0.87 | \$20.88 | | |
| BSN32952 | TAPE, ROLL, INVIS, 3/4" X1296" | 23 | ea | \$0.82 | \$18.86 | | |
| SMD26210 | FOLDER, FILE, PRSBD, LTR, 2" EXP | 22 | bx | \$61.00 | \$1,342.00 | | |
| ACC25972 | COVER, RPRT, PRSBD, 11X8.5, LBE | 22 | ea | \$3.38 | \$74.36 | | |
| UBC63613 | MARKER, UNI-PAINT, OIL, MED, WE | 20 | ea | \$2.34 | \$46.80 | | |
| WESXER3R11767 | 8.5 X 11 60# WHT BOLD DIGTAL | 20 | pk | \$13.21 | \$264.20 | * This is a non-stock special order item- pric | |
| WESDOM5462 | 8.5 X 11 60# WHT HUSKY | 20 | pk | \$9.79 | \$195.80 | * This is a non-stock special order item- pric | |
| REDAT8B | REPORTER NOTE, 80 SHEETS | 18 | ea | \$2.29 | \$41.22 | | |
| BSN53366 | CLIP, PAPER, NONSKID, JUMBO | 18 | bx | \$0.56 | \$10.08 | | |
| BSN36610 | NOTES, ADHSIVE, 1.5X2, 12PK, YW | 18 | pk | \$1.64 | \$29.52 | | |
| BSN36612 | NOTES, ADHESIVE, 3X3, 12PK, YW | 18 | pk | \$3.20 | \$57.60 | | |
| BICMS11BK | PEN, CRISTAL, STICK, BP, MED, BK | 17 | dz | \$2.99 | \$50.83 | | |
| ITA36175 | PEN, RUBBERGRIP, BP, RT, MED, BK | 17 | dz | \$3.95 | \$67.15 | | |
| BSN65639 | CLIPS, PAPER, STANDARD, JUMBO | 16 | bx | \$0.66 | \$10.56 | | |
| WESNEE05401 | 8.5 x 11 80# AV BRT WHT | 16 | pk | \$39.67 | \$634.72 | * This is a non-stock special order item- pric | |
| OXF25400 | NOTEBOOK, WIREBND, RYCLD, 8X5 | 15 | ea | \$6.92 | \$103.80 | | |

100 TOP COMMUN USE ITEMS

| | | | | | | ALTERNATE OFFERED | |
|--------------|-----------------------------------|----------|----------------|------------|------------|---|----------|
| Item Number | Description | Quantity | sold by u/m | Unit Price | TOTAL | Product # | Mfr. |
| BSN17525 | FOLDER, FILE, LTR, 1/3, MLA, 100 | 15 | bx | \$9.45 | \$141.75 | | |
| BSN63108 | PAD, LEGAL, 8. 5X11. 75, 50SH, WE | 14 | dz | \$12.65 | \$177.10 | | |
| VCT7010 | RIBBON, CALC, RED/BLK INK | 14 | ea | \$2.28 | \$31.92 | | |
| PENP205A | PENCIL, MECH, SHARP, 0. 5MM, BK | 14 | ea | \$3.02 | \$42.28 | | |
| ZEB21920 | PEN, Z-GRIP, FLIGHT, RT, 1. 2MM | 14 | dz | \$10.59 | \$148.26 | | |
| ICX90780565 | 3 1/8" X 230" THERMAL 50/CS | 14 | cs (50 rls/cs) | \$72.60 | \$1,016.40 | | |
| UNCHUS2172 | PAPER 12x18 60# HUSKY 1200/CS | 12 | pk | \$57.95 | \$695.40 | * This is a non-stock special order item- price | |
| SAN30002B | MARKER, SHARPIE, FINE, RED | 12 | ea | \$0.86 | \$10.32 | sold as each | |
| ZEB21910 | PEN, Z-GRIP, FLIGHT, RT, 1. 2MM | 12 | dz | \$10.59 | \$127.08 | | |
| KCC03076 | TISSUE, FACIAL, KLEENEX | 12 | cs (12 bx/cs) | \$26.00 | \$312.00 | | |
| BICMS11BE | PEN, CRISTAL, STICK, BP, MED, BE | 12 | dz | \$2.97 | \$35.64 | | |
| SPR05123 | PAPER, COPY, 20#, 8. 5X11, GRN | 12 | cs (10 rms/cs) | \$7.03 | \$84.36 | | |
| RED31220 | BOOK, MEMO, SIDE-OPEN, 3X5, AST | 12 | ea | \$0.93 | \$11.16 | | |
| MEAO5512 | NOTEBOOK, WIRE, CLG, 1SUB, 70SH | 12 | ea | \$1.30 | \$15.60 | | |
| AVE11901 | DIVIDERS, INSERT, PLASTC, 8TAB | 12 | st | \$2.44 | \$29.28 | | |
| AVE27177 | MARKER, PERM, CHSLTP, LRG, RD | 12 | Ea | \$0.67 | \$8.04 | sold as each | |
| BOSB515BLACK | STAPLER, DSK, CLASSIC, FULL, BK | 12 | ea | \$6.88 | \$82.56 | | |
| RED33502 | NOTEBOOK, WIREBND, 1SUB, 5X7. 75 | 12 | ea | \$2.46 | \$29.52 | | |
| NAT00995 | BAG, TRSH, 38X58, 55-60GL, 2. 0M | 12 | cs | \$47.09 | \$565.08 | | |
| TOP65000 | BOOK, THEME, WR1-SUB, 92BRGHT | 11 | ea | \$2.33 | \$25.63 | | |
| SMD25040 | FOLDER, FILE, FASTNER, LTR, BE | 11 | bx | \$42.72 | \$469.92 | | |
| DYM30252 | LABEL, ADD, HICAP, WE, 350EA2RL | 11 | bx | \$19.95 | \$219.45 | | |
| SAN81803 | CLEANER, MKER BOARD, EXPO, 8OZ | 11 | ea | \$3.15 | \$34.65 | | |
| SPR05121 | PAPER, COPY, 20#, 8. 5X11, BLUE | 11 | rm (10 rm/cs) | \$7.03 | \$77.33 | sold as ream | |
| BSN00465 | DISPENSER, TAPE, HAND, SMOKE | 11 | ea | \$0.70 | \$7.70 | | |
| KERKSWATER | 16.9 OZ WATER 4OCT | 10 | cs (40/cs) | \$4.99 | \$49.90 | | |
| ICX90782982 | 2. 25" X 60' THERMAL | 10 | cs (50 rls/cs) | \$25.47 | \$254.70 | | |
| AAGSK2400 | DESKPAD, MTH, STD | 10 | ea | \$5.38 | \$24.90 | REDC1731 | REDIFORM |
| UNCPADS | RPL PADS FOR P12 STAMP, BLK | 10 | ea | * | | * This is a non-stock special order item- can | |
| SWI40501 | STAPLER, DESK, LIGHT DUTY, BLK | 10 | ea | \$6.48 | \$64.80 | | |
| XER3R2051 | PAPER, COPY, 4200DP, 8. 5X14, WE | 10 | RM (10 rm/cs) | \$7.05 | \$70.50 | *Please note: paper prices can be unsteady and | |
| ACC47071 | COVER, REP, 20PT, 11X17, BK | 10 | ea (10ea/bx) | \$10.23 | \$102.30 | | |
| PIL31020 | PEN, GEL, G2, FINE, BLACK | 10 | dz | \$16.03 | \$160.30 | | |
| CNMPGI35BK | CRTDG, INK, IP100, BK | 10 | ea | \$17.42 | \$174.20 | | |
| BICMS11RD | PEN, CRISTAL, STICK, BP, MED, RD | 10 | dz | \$2.97 | \$29.70 | | |

100 TOP COMMUN USE ITEMS

| | | | | | | ALTERNATE OFFERED | |
|--------------|----------------------------------|----------|-----------------|------------|--------------------|--|----------|
| Item Number | Description | Quantity | sold by u/m | Unit Price | TOTAL | Product # | Mfr. |
| BSN65365 | CLIP, PAPER, NONSKID, REGULAR | 9 | bx | \$0.36 | \$3.24 | | |
| BSN65637 | CLIPBOARD, STANDARD, 9X12.5 | 9 | ea | \$1.30 | \$11.70 | | |
| EMPHT400011 | PREMIUM MULTI FOLD TOWEL | 9 | cs | \$24.15 | \$217.35 | | |
| XER3R02047 | PAPER, COPY, VITALITY, 8.5X11 | 8 | cs (10 rm/cs) | \$48.00 | \$384.00 | *Please note: paper prices can be unsteady and | |
| SMD71186 | WALLET, XWIDE, 5.25" EXPND, LTR | 8 | ea (10 ea/bx) | \$6.27 | \$50.16 | sold by each | |
| BICWOTAPP418 | TAPE, CORRECTION, 4PC | 8 | pk (4 ea/pk) | \$5.72 | \$45.78 | | |
| ITA36181 | HIGHLIGHTER, PEN, CHISEL, FYW | 8 | dz | \$3.27 | \$26.16 | | |
| ITA30004 | HIGHLIGHTER, DESK, CHISEL, FYW | 8 | dz | \$4.98 | \$39.84 | | |
| ITA30035 | PEN, GEL, RETRACT, 0.7MM, BK | 8 | dz | \$5.74 | \$45.92 | | |
| MMM6834 | FLAGS, 1/2", 140CT, STANDARD | 8 | pk | \$4.09 | \$32.72 | | |
| WAU22731 | PAPER, ASTROBRT, 65#, SOLAR YW | 8 | pk (250 sh/pk) | \$16.89 | \$135.12 | | |
| BICCSM11BE | PEN, CLICSTIC, BP, RT, MED, BE | 7 | dz | \$6.50 | \$45.50 | | |
| PIL31021 | PEN, GEL, G2, FINE, BLUE | 7 | dz | \$16.03 | \$112.21 | | |
| BICCSM11BK | PEN, CLICSTIC, BP, RT, MED, BK | 7 | dz | \$6.50 | \$45.50 | | |
| PENBL77C | PEN, GEL, RTX, MTLTIP, 0.7MM, BE | 7 | ea | \$2.23 | \$15.61 | | |
| BSN36613 | NOTES, ADHESIVE, 3X5, 12PK, YW | 7 | pk | \$4.89 | \$34.23 | | |
| GEO47835 | HOLDER, CERTIFICATE, NAVY | 7 | pk (10 ea/pk) | \$9.80 | \$68.60 | | |
| LEO74530 | ERASER, WHITEBOARD, MAGNETIC | 7 | ea | \$2.15 | \$15.05 | | |
| GEO48762 | CERTIFICATE, FILIGRE, SR, 15PK | 7 | pk (10 ea/pk) | \$9.26 | \$64.82 | | |
| PDIQ55172 | WIPE, SUPER SANI-CLOTH, LG | 6 | ea | \$6.34 | \$38.04 | | |
| RED36746PK | BOOK, STENO, GREGG, 80SH, GRN | 6 | pk (12 ea/pk)** | \$22.60 | 91.44 | RED36746 | Rediform |
| SAN37001B | MARKER, SHARPIE, ULTRAFINE, BK | 6 | dz | \$9.86 | \$59.16 | | |
| BRTL203M | CRTDG, INK, MA | 6 | ea | \$13.44 | \$80.64 | | |
| LLR84149 | CUP, PENCIL, MESH | 6 | ea | \$3.14 | \$18.84 | | |
| BSN24306 | DUSTER, CANNED AIR, 6PACK | 6 | pk (6 ea/pk) | \$23.10 | \$138.60 | | |
| BSN32953 | TAPE, ROLL, INV, 3/4X1000, 12PK | 6 | pk (12 ea/pk) | \$7.43 | \$44.58 | | |
| BSN15741 | RUBBERBANDS, SIZE #32, 1LB | 6 | pk | \$3.04 | \$18.24 | | |
| PENQE519A | PENCIL, TWIST-ERASE III, .9MM | 6 | ea | \$3.78 | \$22.68 | | |
| MMWL854C | POCKET, DISPLAY, SCOTCH | 6 | ea | \$3.33 | \$19.98 | | |
| | | | | | \$24,993.55 | | |

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Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 08/26/2024

Committee Agenda type: Consent

Date Rec'd 8/8/2024

Clerk's File #

Cross Ref #

Project #

Council Meeting Date: 09/09/2024

| | | | |
|---------------------------|---|----------------------|--------------|
| Submitting Dept | FACILITIES MANAGEMENT | Bid # | IPWQ 6192-24 |
| Contact Name/Phone | DAVE STEELE 625-6064 | Requisition # | CR 26577000 |
| Contact E-Mail | DSTEELE@SPOKANECITY.ORG | | |
| Agenda Item Type | Contract Item | | |
| Council Sponsor(s) | MCATHCART BWILKERSON ZZAPPONE | | |
| Agenda Item Name | 5900 FACILITIES WEST CENTRAL COMMUNITY CENTER WALL CONSTRUCTION | | |

Agenda Wording

The Facilities Department in partnership with the CHHS Depart and West Central Community Center has selected a contractor to complete the installation of several doors, HVAC adjustments and the construction of additional walls in multiple locations.

Summary (Background)

The Facilities Department in partnership with CHHS & West Central CC has selected Dundee Concrete & Landscaping to complete installation of several double doors, HVAC adjustments, and the construction of additional walls in multiple locations to create additional office space for users and will separate users of the gymnasium from storage areas and large equipment. The low bid is \$92,000 before applicable sales tax. An 10% administrative reserve fee of \$9,200 is also requested.

Lease? NO Grant related? YES Public Works? YES

Fiscal Impact

| | |
|----------------------------------|---------------|
| Approved in Current Year Budget? | YES |
| Total Cost | \$ 109,480.00 |
| Current Year Cost | \$ 109,480.00 |
| Subsequent Year(s) Cost | \$ |

Narrative

One time ARPA funds Base bid \$92,000 + \$8,280 app sales tax + 10% admin reserve \$9,200=\$109,480.00

| Amount | Budget Account |
|-----------------------|--------------------------------|
| Expense \$ 109,480.00 | # 1425-88153-94000-56301-97243 |
| Select \$ | # |
| Select \$ | # |
| Select \$ | # |
| \$ | # |
| \$ | # |



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

TEAL, JEFFREY

Division Director

BOSTON, MATTHEW

Accounting Manager

Legal

SZAMBELAN, TIMOTHY

For the Mayor

Additional Approvals

ACCOUNTING -

MURRAY, MICHELLE

PURCHASING

PRINCE, THEA

Distribution List

Steve Felchlin dundeespokane@gmail.com

laga@spokanecity.org

kbustos@spokanecity.org

facilitiesdepartment@spokanecity.org

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 | West Central Community Center – Wall Construction & Door Installation |
| Summary (Background) *Use the Fiscal Impact box below for relevant financial information | The Facilities Department in partnership with the CHHS Department & the West Central Community Center has selected a contractor (Dundee Concrete) to complete the installation of several double doors, HVAC adjustments, and the construction of additional walls in multiple locations at the West Central Community Center. These improvements will create additional office space for users and will separate users of the gymnasium from storage areas and large equipment. The low base bid before tax was \$92,000 before applicable sales tax. We are requesting an administrative reserve of 10% for \$9,200 be approved also. |
| Proposed Council Action | Contract approval |
| Fiscal Impact | |
| Total Expense: | \$ 101,200 Plus Applicable Tax |
| Base bid: | \$ 92,000 |
| Administrative Reserve (10%) | \$ 9,200 |
| Total: | \$ 101,200 Plus Applicable Tax |
| Approved in current year budget? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |
| Funding Source | <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A |
| Specify funding source: ARPA <u>1425-88153-94000-56301-97243</u> | |
| Expense Occurrence | <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A |
| 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

ATTACHMENT A - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
AND FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR Part 180.

(1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgement 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 for or otherwise criminally or civilly charged by a governmental 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 Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) The undersigned agrees by signing this Agreement 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 Agreement that it will include the following required certification, 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.

(4) The undersigned shall notify the City immediately that if it or a lower tier contractor become debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency during the period of performance of this Agreement.

(5) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.

(6) I understand that a false statement of this certification may be grounds for termination of the Agreement.

By signing this Attachment, the Grantee indicates acceptance of and compliance with all requirements described above.

ATTACHMENT A - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
AND FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION

Federal Funding Accountability and Transparency Act (FFATA) Certification

The Federal Funding Accountability and Transparency Act (FFATA) seeks to provide the public with greater access to Federal spending information. Due to FFATA requirements, you are required to provide the following information which will be used by the City to comply with federal reporting requirements.

If certain conditions are met, Grantee must provide names and total compensation of the top five highly compensated Executives. Please answer question 1, and follow the instructions. If directed to question 2, please answer and follow instructions.

1. In Grantee's previous fiscal year, did Grantee receive (a) 80% or more of Grantee's annual gross revenues in U.S. Federal contracts and subcontracts and other Federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320; AND (b) \$25,000,000 or more in annual gross revenues from contracts and subcontracts and other Federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320?

Yes If yes, answer question 2 below.

No If no, stop, you are not required to report names and compensation. Please sign and submit form with the Agreement.

2. Does the public have access to information about the compensation of Grantee's Executives through periodic reports filed under section 13(a) or 15(d) of the Security Exchange Act of 1934 (15 U.S.C. 78(m)(a), 78o(d)), or section 6104 of the Internal Revenue Code of 1986?

Yes If yes, stop, you are not required to report names and compensation. Please sign and submit form with the Agreement.

No If no, you are required to report names and compensation. Please fill out the remainder of this form.

Please provide the names and Total Compensation of the top five most highly compensated Executives in the space below.

| | |
|-------|---------------------|
| Name: | Total Compensation: |
| Name: | Total Compensation: |
| Name: | Total Compensation: |
| Name: | Total Compensation: |
| Name: | Total Compensation: |

The Grantee certifies that the information contained on this form is true and accurate.

By:

Title:

Date:

Bid Response Summary

Bid Number IPWQ 6192-24
Bid Title West Central Community Center - Office/Wall/Door Buildout (ARPA)
Due Date Tuesday, July 16, 2024 3:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company Dundee Concrete & Landscaping
Submitted By steve felchlin - Tuesday, July 16, 2024 2:40:47 PM [(UTC-08:00) Pacific Time (US & Canada)]
 dundeespokane@gmail.com 5092163331

Comments

Question Responses

| Group | Reference Number | Question | Response |
|---|---------------------------------|--|--------------------------------|
| PRE-BID MEETING - MANDATORY | | | |
| | 1. MANDATORY Pre-Bid Meeting | A MANDATORY pre-bid meeting will be held on Tuesday, July 9th, 2024 at 10:00 am at the West Central Community Center, 1603 N Belt Street., Spokane WA 99205. Only those vendors who attend the Mandatory Pre-Bid Conference will be able to bid on this project. | I acknowledge and I understand |
| SECTION I. QUOTE PREPARATION AND EVALUATION | | | |
| | 1. QUOTE PREPARATION | Quotes shall be prepared electronically through the City's ProcureWare site. | I acknowledge and agree |
| | 2. SUBMISSION OF QUOTES | Quotes shall be submitted electronically through the City's ProcureWare site by 3:00 pm on Tuesday, July 16, 2024. | I acknowledge and agree |
| | 3. CONTRACTOR'S REPRESENTATIONS | The Contractor by making its Quote 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 |
| | 4. QUALIFICATION | Prior to the award of contract, the Contractor shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the Work, unless waived by the City. | I acknowledge and agree |
| | 5. AWARD OF CONTRACT | Award of contract, when made by the City, will be to the low responsive-responsible contractor. Unsuccessful firms will not automatically be notified of results. | I acknowledge and agree |

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| <p>6. PAYMENT</p> | <p>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.</p> | <p>I acknowledge and agree</p> |
| <p>7. REJECTION OF QUOTES</p> | <p>The City reserves the right to reject any or all Quotes, to waive minor deviations from the specifications, to waive minor informalities in the Quote process whenever it is in the City's best interest, and to accept or reject all or part of this Request for Quotes, at the prices shown.</p> | <p>I acknowledge and agree</p> |
| <p>8. REGISTERED CONTRACTOR</p> | <p>The Contractor shall be a Washington State registered or licensed Contractor at time of Quote submittal.</p> | <p>I acknowledge and agree</p> |
| <p>9. PUBLIC WORK REQUIREMENTS</p> | <p>The scope of work ("Work") for this Project constitutes a public work under state law. Contractors are warned to take into consideration statutory legal requirements, particularly, the payment of State prevailing wages, securing of a payment/performance bond from a Surety, and sales tax implications in making their Bids. As of July 1, 2019, contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020.</p> | <p>I acknowledge and agree</p> |
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| <p>10. CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES</p> | <p>Before award of a Public works contract, the bidder under consideration for award of a public works project must submit to the public agency a sworn statement that they have not willfully violated wage payment laws within the past three years in order to be considered a responsible bidder. (See RCW 39.04.350 as modified by SSB 5301, Laws of 2017, ch. 258.). This form is titled "Certification of Compliance with Wage Payment Statutes". This form must be submitted upon request by City.</p> | <p>I acknowledge and agree</p> |
| <p>11. BUSINESS REGISTRATION REQUIREMENT</p> | <p>Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid business registration. The Vendor shall be responsible for contacting the State of Washington Business License Services at http://bls.dor.wa.gov or 1-800-451-7985 to obtain a business registration. If the Vendor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.</p> | <p>I acknowledge and agree</p> |
| <p>MISCELLANEOUS DOCUMENTATION UPLOAD</p> | <p>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.</p> | |
| <p>ARPA FUNDING</p> | | |
| <p>**</p> | <p>This project is funded by funds received through the United States Department of Treasury under the American Rescue Plan (ARP/Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) – Catalog of Federal Domestic Assistance (CFDA) number 21.027. Submitting a proposal indicates acceptance of all requirements listed within ARP/CSLFRF CFDA 21.027 Funds document.</p> | <p>YES</p> |
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| 1. General Terms & Conditions | I have read, understand and agree with the general terms & conditions in the Documents section of this project. | Yes |
| 2. ARP-CLERF Form | Print, sign and upload the ARP_CLERF Form in the Documents section of this project. | arp.pdf |
| 3. ARPA Debarment Certification | I have read the ARPA Debarment Certification in the Documents tab and understand that If awarded this contract I will be required to sign this document. | Yes |
| SECTION II. GENERAL REQUIREMENTS | | |
| 1. SCOPE OF WORK | Contractor shall be required to secure all required permits necessary to complete this work. Contractor shall provide all permit submittals, labor, materials, equipment, odor mitigation (ventilation while painting, glueing, etc.), safety equipment, and proper disposal of debris necessary for completing this work. | I acknowledge and agree |
| 1. Scope of Work | Contractor shall protect all existing finishes during all phases of this work. | I understand and I agree |
| 1. Scope of Work | Contractor shall be required to submit a detailed work plan prior to pre-construction walkthrough for review, revision, and approval by City Facilities. | I understand and I agree |
| 1. Scope of Work | 1. This item will complete the splitting of one (1) existing office into two (2) separate walled offices with doors | I understand and I agree |
| 1. SCOPE OF WORK | Contractor shall split existing HVAC supply and return as needed to provide supply and return to the new office space | I understand and I agree |
| 1. SCOPE OF WORK | Contractor shall install new 15-amp outlets in each new wall section per code requirements for spacing | I understand and I agree |
| 1. SCOPE OF WORK | Contractor shall install one (1) new smoke detector in the office as required by code requirements | I understand and I agree |
| 1. SCOPE OF WORK | Contractor shall make code required adjustments to the fire sprinkler system to meet fire requirements. | I agree and I understand |
| 1. SCOPE OF WORK | Contractor shall install new cove base to match existing as needed | I agree and I understand |

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| 1. SCOPE OF WORK | Contractor shall install one (1) 3'-0" hollow core wood door with transom light, finished to match, lockset to match | I agree and I understand |
| 1. SCOPE OF WORK | Contractor shall build approximately 13 linear feet of 9'x 3.5" steel stud non-structural, insulated wall with 5/8" drywall both sides. Finished and painted to match, includes the installation of matching cove base. | I agree and I understand |
| 1. SCOPE OF WORK | 2. Contractor shall build approximately 28 linear feet of 19' tall x 3.5" steel stud non-structural, wall with 5/8" drywall both sides. Finished and painted to match, includes the installation of matching cove base. | I agree and I understand |
| 1. SCOPE OF WORK | Contractor shall install one (1) HVAC vent opening with cover to allow for continued air circulation to existing HVAC return intake. | I agree and I understand |
| 1. SCOPE OF WORK | Contractor shall install one (1) new smoke detector in the new space as required by code | I agree and I understand |
| 1. SCOPE OF WORK | Contractor shall install overhead lighting and switching as required by code. | I agree and I understand |
| 1. SCOPE OF WORK | Contractor shall make code required adjustments to the existing fire sprinkler system to meet fire requirements. | I agree and I understand |
| 1. SCOPE OF WORK | Contractor shall install one (1) 4'-0 double, solid core wood doors in new wall section. Lockset to match West Central Community Center standard. | I agree and I understand |
| 1. SCOPE OF WORK | Alternate - Contractor shall install one (1) 4'-0 Double Steel Doors in new wall section. Lockset to match West Central Community Center standard. | I agree and I understand |
| 1. SCOPE OF WORK | 3. Contractor shall install two (2) sets of 4'-0 double, solid core wood doors in existing 12' opening and fill approximately 8 linear feet of 80" tall non-structural door openings with 5/8" drywall both sides. Finished and painted to match existing wall. Locksets to match West Central Community Center standard. | I agree and I understand |
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| 1. SCOPE OF WORK | Alternate: Contractor shall install two (2) sets of 4'-0 Double Steel Doors in existing 12' opening and fill approximately 8 linear feet of 80" tall non-structural door openings with 5/8" drywall both sides. Finished and painted to match existing wall. Locksets to match West Central Community Center standard. | I agree and I understand |
| 1. SCOPE OF WORK | 4. Contractor shall identify and repair up to 50 linear feet of existing exterior rain gutter and associated downspouts where existing has pulled away from the fascia or otherwise become unsecured from the building. Color shall match existing if replacement parts are necessary. | I agree and I understand |
| a. EQUIPMENT DELIVERY TIMELINE | What is the delivery timeline for the equipment needed for this project? | Equipment can be delivered at any time |
| 2. COMPLETION TIME | All Work under the contract shall be started within ten (10) days after receipt of the Notice to Proceed to substantially complete the specified work within six (6) months of the Notice to Proceed date. | I acknowledge and agree |
| 3. 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 (\$0.0) dollars for each and every working until the work is satisfactorily completed. Which is a reasonable forecast of the damages likely to occur if Works is unfinished by the completion date. | I acknowledge and agree |
| 4. INTENT OF SPECIFICATIONS | The apparent silence or omission in the specifications as to any detail of the Work to be done or materials to be furnished means that the region's best general practice shall prevail, and that material and workmanship of the best quality shall be used. The specifications shall be interpreted on this basis. | I acknowledge and agree |
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| <p>6. WASHINGTON STATE RETAIL SALES TAX</p> | <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> | <p>I acknowledge and agree</p> |
| <p>6. WASHINGTON STATE RETAIL SALES TAX</p> | <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> | <p>I acknowledge and agree</p> |
| <p>7. PERMITS</p> | <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> | <p>I acknowledge and agree</p> |
| <p>8. 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>9. 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> |

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| 10. INSURANCE | During the term of the Contract, the Contractor shall maintain in force at its own expense, the below insurance coverage(s): | I acknowledge and agree |
| 10. INSURANCE | 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. | I acknowledge and agree |
| 10. INSURANCE | 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; | I acknowledge and agree |
| 10. INSURANCE | 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 | I acknowledge and agree |
| 10. INSURANCE | 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. | I acknowledge and agree |

10. 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

11. 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

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| <p>12. PREVAILING WAGES - LOCAL AND STATE ASSISTED CONSTRUCTION.</p> | <p>A. The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of RCW 39.12 and the rules and regulations of the Washington State Department of Labor and Industries (L&I).</p> | <p>I acknowledge and I agree</p> |
| <p>12. PREVAILING WAGES - LOCAL AND STATE ASSISTED CONSTRUCTION.</p> | <p>B. The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries: https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/ Based on the Quote submittal deadline for this Project, the applicable effective date for State prevailing wages for this Project is July 16, 2024.</p> | <p>I acknowledge and I agree</p> |
| <p>12. PREVAILING WAGES - LOCAL AND STATE ASSISTED CONSTRUCTION.</p> | <p>C. If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid State prevailing journeyman wages.</p> | <p>I acknowledge and I agree</p> |
| <p>13. RETAINAGE</p> | <p>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:</p> | <p>I acknowledge and I agree</p> |
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| 13. 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 |
| 14. SUBCONTRACTORS | Fill out the Subcontractor List in the Documents tab and upload it here. | sub.pdf |
| SECTION III. TECHNICAL REQUIREMENTS | | |
| Section A - General | <p>Scope of Work is located in the Section II - General Requirements above - Acknowledging here means you have read and agree with said information. If you do not agree with said information, please list the items you do not agree with in the next field.</p> | I understand and I agree |
| 2 | <p>If you do not agree with anything listed in the information listed above - please list that information here.</p> | |
| BID | | |
| BIDDER'S DECLARATION | <p>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.</p> | I acknowledge and I agree |
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| 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 | 131 764-00 |
| CONTRACTOR RESPONSIBILITY | U.B.I. Number | 602589496 |
| CONTRACTOR RESPONSIBILITY | Washington Employment Security Department Number | 000363889001 |
| CONTRACTOR RESPONSIBILITY | Washington Excise Tax Registration Number | 602589496 |
| CONTRACTOR RESPONSIBILITY | City of Spokane Business Registration Number | dundec1885dl |
| CONTRACTOR RESPONSIBILITY | As of July 1, 2019, Contractor has fulfilled training requirements or is exempt from L&P's Public Works Training Requirement under RCW 39.04.350 and RCW 39.06.020 | Yes |
| ADDENDA | Bidder acknowledges receipt of _____ addenda and agrees that their requirements have been included in this bid proposal. | yes |
| 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. | Yes |
| MISCELLANEOUS | If this project is less than \$150,000 - does contractor request 10% retainage in lieu of bond? | |

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| 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. | Steve Fechlin Dundee Concrete & Landscape 12812 N Chronicle st Mead, WA 99021 509 216-3331 dundeespokane@gmail.com |
| MISCELLANEOUS | Individuals name and email address who is authorized to sign contract | Steve Fechlin Dundee Concrete & Landscape |
| BID PROPOSAL | Fill out the Bid Proposal Page, located in the documents Tab in ProcureWare and upload it here | misc.pdf |
| BID BOND | Fill out the Bid Bond, located in the Documents Tab in ProcureWare and upload it here | misc.pdf |
| SUBCONTRACTORS | Fill out the Subcontractor List, located in the Documents Tab in ProcureWare and upload it here | sub.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. | West Central Community Center - Office/Wall/Door Buildout (ARPA) | Base | JB | 1.00 | \$92,000.00 | \$92,000.00 | |
| | 2. | 9.0% Sales Tax | Base | ea | 1.00 | \$8,280.00 | \$8,280.00 | |
| | 1. | Contractor shall install one (1) 4'-0 Double Steel Doors in new wall section. Lockset to match West Central Community Center standard. | Option | ea | 1.00 | \$4,500.00 | | |
| | 2. | two (2) sets of 4'-0 Double Steel Doors in existing 12' opening and fill approximately 8 linear feet of 80" tall non-structural door opening with 5/8" drywall both sides. Finished and painted to match existing wall. Locksets to match West Central Community Center standard. | Option | ea | 2.00 | \$9,000.00 | | |
| Total Base Bid | | \$100,280.00 | | | | | | |

SUBCONTRACTOR LIST

PROJECT NAME: Westcentral comm center
office/wall/door Buildout

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 True Blue Electrical
TYPE OF WORK/BID ITEM Electrical
AMOUNT 5,000-
CONTRACTOR'S REGISTRATION NO. TRUBLE 771WT

CONTRACTOR/SUPPLIER Straightline Construction
TYPE OF WORK/BID ITEM Framing + Drywall + Doors + Finishwork
AMOUNT 50,000-
CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER Rough In Contracting LLC
TYPE OF WORK/BID ITEM Paint
AMOUNT 2,000-
CONTRACTOR'S REGISTRATION NO. CCrough CI 7840a

CONTRACTOR/SUPPLIER _____
TYPE OF WORK/BID ITEM _____
AMOUNT _____
CONTRACTOR'S REGISTRATION NO. _____

_____ NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT

ATTACHMENT A- ARP/CSLFRF CFDA 21.027 FUNDING
American Rescue Plan (ARP)
Coronavirus State and Local Fiscal Recovery Funds (CSLFRF)
Funding Authority: U.S. Department of Treasury
CFDA# 21.027 – Coronavirus State and Local Fiscal Recovery Funds

The Contractor specifically agrees to comply with all applicable state and federal laws, rules, regulations, requirements, program guidance, including but not limited to the following:

All applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies including, but not limited to:

Nondiscrimination laws and/or policies, and safety and health regulations.
Americans with Disabilities Act (ADA), Age Discrimination Act of 1975,
Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968,
Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92).
Robert T. Stafford Disaster Relief and Emergency Assistance Act (PL 93-288, as amended),
Ethics in Public Services (RCW 42.52),
Covenant Against Contingent Fees (48 CFR Section 52.203-5),
Public Records Act (RCW 42.56),
Prevailing Wages on Public Works (RCW 39.12),
State Environmental Policy Act (RCW 43.21C),
Shoreline Management Act of 1971 (RCW 90.58),
State Building Code (RCW 19.27),
Energy Policy and Conservation Act (PL 94-163, as amended),
Energy Related Building Standards (RCW 19.27A),

Comply with all procurement requirements of 2 CFR Part 200.317 - 200.327. All sole source contracts expected to exceed \$50,000 must be submitted to Spokane City Purchasing for review and approval prior to the award and execution of a contract.

Any contract awarded to the successful Contractor must contain and/or comply with the following procurement provisions in accordance with 2 CFR Part 200.317 - 200.327:

Contractor must maintain a Conflict of Interest Policy consistent with 2 CFR 200.318(c) that is applicable to all activities funded with the award. All potential conflicts of interest related to this award must be reported to Spokane City and/or U.S. Treasury

- Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate;
- Compliance with Executive Order 11246, "Equal Employment Opportunity," (30 FR 12319, 12935, 3 CFR Part 1964-1965 Comp., p. 339), as amended by Executive Order 11375, as supplemented in Department of Labor regulations (41 CFR Chapter 60);
- For Capital Expenditures that involve the employment of mechanics of laborers: Compliance with the Contract Work Hours and Safety Standards Act (40 USC 3702 and 3704) as supplemented by Department of Labor Regulations (29 CFR Part 5);
- For all contracts in excess of \$100,000 with respect to water, sewer, or broadband that involve the employment of mechanics of laborers: Compliance with the Contract Work Hours and Safety Standards Act (40 USC 3702 and 3704) as supplemented by Department of Labor Regulations (29 CFR Part 5);
- For construction or repair contracts: Compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented by Department of Labor regulations (29 CFR part 3);
- For construction contracts in excess of \$2,000 when required by Federal grant program legislation:

Compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5); Davis Bacon Act—Does **not** apply to projects funded **solely** with ARPA/CSLFRF CFDA 21.027 funds. However, if other federal funds are also used for the construction project in addition to FRF, and those federal funds require Davis-Bacon compliance, all prime construction contracts in excess of \$2,000 must follow Davis-Bacon Act;

- For construction contracts in excess of \$100,000 that involve the employment of mechanics and laborers: Compliance with the Contract Work Hours and Safety Standard Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5);
- Compliance with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency
- For contracts in excess of \$150,000: Compliance with all applicable standards, orders or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended;
- Compliance with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act;
- Notice of awarding agency requirements and regulations pertaining to reporting;
- Federal awarding agency requirements and regulations pertaining to copyrights and rights in data;
- Access by Spokane City, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records, sub-agreements, leases, subcontracts, arrangements, or other third-party agreements of any type, and supporting materials related to those records of the Contractor, which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions;
- Retention of all required records for **six years** after Spokane City makes final payment and all other pending matters are closed;
- Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871);
- Notice of awarding agency requirements and regulations governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards (37 C.F.R. Part 401) and the standard patent rights clause (37 C.F.R. section 401.14);
- Compliance with Executive Order 13858 “Strengthening Buy-American Preferences for Infrastructure Projects” as appropriate and to the extent consistent with law; and
- Compliance with 2 C.F.R. § 200.216, prohibitions regarding certain telecommunications and video surveillance services or equipment are mandated by section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018).

Any contract awarded to the successful Contractor must contain and/or comply with the following provisions in accordance with 2 CFR Part 200.332(a) - 200.332(a)(1)-200.332(a)(6) Requirements for pass-through entities:

- Identify as a Subaward (2 CFR 200.332(a));
- Federal Award Identification (2 CFR 200.332(a)(1));
- Terms and conditions from ARP/CLFRF (2 CFR 200.332(a)(2));
- Additional City of Spokane imposed requirements based on risk assessment (2 CFR 200.332(a)(3));
- Indirect cost rate (2 CFR 200.332(a)(4));
- Records access & retention (2 CFR 200.332(a)(5));
- Closeout provisions (2 CFR 200.332(a)(6)).

Any contract awarded to the successful Contractor must contain and/or comply with the following provisions in accordance with 2 CFR Part 200.501(a)-200.501(h) Audit Requirements:

- Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provision of this part (2 CFR 200.501(a));
- Single Audit (2 CFR 200.501(b));
- Program-specific audit election (2 CFR 200.501(c));
- Exemption when Federal awards expended are less than \$750,000(2 CFR 200.501(d));
- Federally Funded Research and Development Centers (2 CFR 200.501(e));
- Subrecipients and contractors (2 CFR 200.501(f));
- Compliance responsibility for contractors (2 CFR 200.501(g));
- For-profit subrecipient (2 CFR 200.501(h)).

Contractor must comply with Executive Orders 12549 and 12689 and 2 C.F.R. Part 180, which restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Contractor must certify that it is not presently debarred, suspended or proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

Contractor must comply with the requirements of 31 U.S.C. § 3729-3733 which prohibits the submission of false or fraudulent claims for payment to the Federal Government. See also 31 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.


Contractor is required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Contractor's costs must be compliant with 2 CFR Part 200 Subpart E Cost Principles.

Contractor must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, Member of Congress, an officer, or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning an award, making of any federal grant, federal loan, continuation, renewal, amendment or modification of any federal contract, grant loan, or cooperative agreement, and that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this award, the Contractor will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

In the event of the Contractor's noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy, Spokane City may rescind, cancel, or terminate the contract in whole or in part in its sole discretion. The Contractor is responsible for all costs or liability arising from its failure to comply with applicable laws, regulations, executive orders, OMB Circulars, or policies.

CERTIFICATION



Signature, Administrator, or Applicant Agency

7/16/24

Date

Steve Felchin Owner

print name and title

From: [Steve Felchlin](#)
To: [Prince, Thea](#)
Subject: Re: IPWQ #6192-24 West Central Community Center Office/Wall/Door Buildout
Date: Tuesday, July 16, 2024 4:10:33 PM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

I'am fine with doing the retainage in lew of the bond.

On Tue, Jul 16, 2024, 4:06 PM Prince, Thea <tprince@spokanecity.org> wrote:

If you would rather do the retainage – that works for us as well – I'll just need you to respond that way.

Thanks!

THEA PRINCE | CITY OF SPOKANE | SENIOR PROCUREMENT SPECIALIST

(509) 625-6403 office | (509) 601-2800 cell | tprince@spokanecity.org | spokanecity.org

From: Steve Felchlin <dundeespokane@gmail.com>
Sent: Tuesday, July 16, 2024 4:05 PM
To: Prince, Thea <tprince@spokanecity.org>
Subject: Re: IPWQ #6192-24 West Central Community Center Office/Wall/Door Buildout

[CAUTION - EXTERNAL EMAIL - Verify Sender]

I can do either, it will take me at least a day or 2 to get a bid bond from my insurance company.

On Tue, Jul 16, 2024, 4:00 PM Prince, Thea <tprince@spokanecity.org> wrote:

Good Afternoon - It looks like I neglected to upload the bid bond form for this project into ProcureWare. I wish someone would have brought that to my attention This project does require a bid bond, so I'll need you to provide one using the attached form – your other option would be:

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.

Please advise.

Thank you,

THEA PRINCE | CITY OF SPOKANE | SENIOR PROCUREMENT SPECIALIST

(509) 625-6403 office | (509) 601-2800 cell | tprince@spokanecity.org | spokanecity.org

ATTACHMENT H- ARP/CSLFRF CFDA 21.027 FUNDING

American Rescue Plan (ARP)

Coronavirus State and Local Fiscal Recovery Funds (CSLFRF)

Funding Authority: U.S. Department of Treasury

CFDA# 21.027 – Coronavirus State and Local Fiscal Recovery Funds

The Contractor specifically agrees to comply with all applicable state and federal laws, rules, regulations, requirements, program guidance, including but not limited to the following:

All applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies including, but not limited to:

Nondiscrimination laws and/or policies, and safety and health regulations.
Americans with Disabilities Act (ADA), Age Discrimination Act of 1975,
Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968,
Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92).
Robert T. Stafford Disaster Relief and Emergency Assistance Act (PL 93-288, as amended),
Ethics in Public Services (RCW 42.52),
Covenant Against Contingent Fees (48 CFR Section 52.203-5),
Public Records Act (RCW 42.56),
Prevailing Wages on Public Works (RCW 39.12),
State Environmental Policy Act (RCW 43.21C),
Shoreline Management Act of 1971 (RCW 90.58),
State Building Code (RCW 19.27),
Energy Policy and Conservation Act (PL 94-163, as amended),
Energy Related Building Standards (RCW 19.27A),

Comply with all procurement requirements of 2 CFR Part 200.317 - 200.327. All sole source contracts expected to exceed \$50,000 must be submitted to Spokane City Purchasing for review and approval prior to the award and execution of a contract.

Any contract awarded to the successful Contractor must contain and/or comply with the following procurement provisions in accordance with 2 CFR Part 200.317 - 200.327:

Contractor must maintain a Conflict of Interest Policy consistent with 2 CFR 200.318(c) that is applicable to all activities funded with the award. All potential conflicts of interest related to this award must be reported to Spokane City and/or U.S. Treasury

- Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate;
- Compliance with Executive Order 11246, "Equal Employment Opportunity," (30 FR 12319, 12935, 3 CFR Part 1964-1965 Comp., p. 339), as amended by Executive Order 11375, as supplemented in Department of Labor regulations (41 CFR Chapter 60);
- For Capital Expenditures that involve the employment of mechanics of laborers: Compliance with the Contract Work Hours and Safety Standards Act (40 USC 3702 and 3704) as supplemented by Department of Labor Regulations (29 CFR Part 5);
- For all contracts in excess of \$100,000 with respect to water, sewer, or broadband that involve the employment of mechanics of laborers: Compliance with the Contract Work Hours and Safety Standards Act (40 USC 3702 and 3704) as supplemented by Department of Labor Regulations (29 CFR Part 5);
- For construction or repair contracts: Compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented by Department of Labor regulations (29 CFR part 3);
- For construction contracts in excess of \$2,000 when required by Federal grant program legislation:

Compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5); Davis Bacon Act—Does not apply to projects funded solely with ARPA/CLFRF CFDA 21.027 funds. However, if other federal funds are also used for the construction project in addition to FRI, and those federal funds require Davis-Bacon compliance, all prime construction contracts in excess of \$2,000 must follow Davis-Bacon Act;

- For construction contracts in excess of \$100,000 that involve the employment of mechanics and laborers: Compliance with the Contract Work Hours and Safety Standard Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5);
- Compliance with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency
- For contracts in excess of \$150,000: Compliance with all applicable standards, orders or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended;
- Compliance with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act;
- Notice of awarding agency requirements and regulations pertaining to reporting;
- Federal awarding agency requirements and regulations pertaining to copyrights and rights in data;
- Access by Spokane City, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records, sub-agreements, leases, subcontracts, arrangements, or other third-party agreements of any type, and supporting materials related to those records of the Contractor, which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions;
- Retention of all required records for six years after Spokane City makes final payment and all other pending matters are closed;
- Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871);
- Notice of awarding agency requirements and regulations governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards (37 C.F.R. Part 401) and the standard patent rights clause (37 C.F.R. section 401.14);
- Compliance with Executive Order 13858 "Strengthening Buy-American Preferences for Infrastructure Projects" as appropriate and to the extent consistent with law; and
- Compliance with 2 C.F.R. § 200.216, prohibitions regarding certain telecommunications and video surveillance services or equipment are mandated by section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018).

Any contract awarded to the successful Contractor must contain and/or comply with the following provisions in accordance with 2 CFR Part 200.332(a) - 200.332(a)(1)-200.332(a)(6) Requirements for pass-through entities:

- Identify as a Subaward (2 CFR 200.332(a));
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- Closeout provisions (2 CFR 200.332(a)(6)).

Any contract awarded to the successful Contractor must contain and/or comply with the following provisions in accordance with 2 CFR Part 200.501(a)-200.501(h) Audit Requirements:

- Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provision of this part (2 CFR 200.501(a));
- Single Audit (2 CFR 200.501(b));
- Program-specific audit election (2 CFR 200.501(c));
- Exemption when Federal awards expended are less than \$750,000(2 CFR 200.501(d));
- Federally Funded Research and Development Centers (2 CFR 200.501(e));
- Subrecipients and contractors (2 CFR 200.501(f));
- Compliance responsibility for contractors (2 CFR 200.501(g));
- For-profit subrecipient (2 CFR 200.501(h)).

Contractor must comply with Executive Orders 12549 and 12689 and 2 C.F.R. Part 180, which restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Contractor must certify that it is not presently debarred, suspended or proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

Contractor must comply with the requirements of 31 U.S.C. § 3729-3733 which prohibits the submission of false or fraudulent claims for payment to the Federal Government. See also 31 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Contractor is required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Contractor's costs must be compliant with 2 CFR Part 200 Subpart E Cost Principles.

Contractor must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, Member of Congress, an officer, or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning an award, making of any federal grant, federal loan, continuation, renewal, amendment or modification of any federal contract, grant loan, or cooperative agreement, and that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this award, the Contractor will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

In the event of the Contractor's noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy, Spokane City may rescind, cancel, or terminate the contract in whole or in part in its sole discretion. The Contractor is responsible for all costs or liability arising from its failure to comply with applicable laws, regulations, executive orders, OMB Circulars, or policies.

CERTIFICATION

Signature, Administrator, or Applicant Agency

Date

print name and title

General Terms & Conditions

1. CONTRACTING WITH CURRENT OR FORMER CITY EMPLOYEES

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

2. PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

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

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

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

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

3. OWNERSHIP OF DOCUMENTS

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

4. ACCEPTANCE PERIOD

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

5. COSTS TO PROPOSE

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

6. INTERLOCAL PURCHASE AGREEMENTS

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

7. DEBRIEFING OF UNSUCCESSFUL PROPOSERS

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

8. MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

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

9. NONDISCRIMINATION

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

10. BUSINESS REGISTRATION REQUIREMENT

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

11. PAYMENT

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

12. ANTI-KICKBACK

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

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

13. DISPUTES

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

14. TERMINATION

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

15. LIABILITY

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

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

16. INSURANCE COVERAGE

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

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

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

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

SPECIFIC GRANT RELATED LANGUAGE

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

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

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

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

18. CERTIFICATION REGARDING LOBBYING

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

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

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

19. DOMESTIC PREFERENCE

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

20. CLEAN AIR ACT

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

21. CONFORMANCE WITH FEDERAL, STATE, AND LOCAL LAWS

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

22. MAINTENANCE OF RECORDS

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

23. CONFERENCE ROOMS

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

24. AMERICANS WITH DISABILITIES ACT INFORMATION (ADA)

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

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

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

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

25. TITLE VI STATEMENT

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/29/2024

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 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 DAMIEN J RAMIREZ (17720) 1137 W GARLAND AVE SPOKANE, WA 99205-0000 | CONTACT NAME: DAMIEN J RAMIREZ PHONE (A/C, No, Ext): 509-325-3986 E-MAIL ADDRESS: DAMIEN.RAMIREZ@COUNTRYFINANCIAL.COM | FAX (A/C, No): 509-325-3362 |
| | INSURER(S) AFFORDING COVERAGE INSURER A: COUNTRY Mutual Insurance Company | |
| INSURED 7359179 DUNDEE CONCRETE AND LANDSCAPING LLC 12812 N CHRONICLE ST MEAD, WA 99021 | 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 INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-------------------------------------|----------|---------------|-------------------------|-------------------------|--|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | <input checked="" type="checkbox"/> | | AB9237066 | 3/13/2024 | 3/13/2025 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | <input checked="" type="checkbox"/> | | AU9375967 | 3/1/2024 | 3/1/2025 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below | | N / A | | | | <input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |

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

JOB NAME:
 ANY AND ALL LOCATIONS
 (CONTINUED)

CERTIFICATE HOLDER

CITY OF SPOKANE
 808 W SPOKANE FALLS BLVD
 SPOKANE, WA 99201

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

| | | | |
|---|--------------------|---|--|
| AGENCY | | NAMED INSURED | |
| POLICY NUMBER AB9237066 | | DUNDEE CONCRETE AND LANDSCAPING LLC 12812 N CHRONICLE ST MEAD, WA 99021 | |
| CARRIER COUNTRY Mutual Insurance Company | NAIC CODE 20990 | EFFECTIVE DATE: 7/29/2024 | |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

ADDITIONAL INSURED(S):
CITY OF SPOKANE
808 W SPOKANE FALLS BLVD
SPOKANE, WA 99201

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED 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) | Location(s) Of Covered Operations |
|--|-----------------------------------|
| CITY OF SPOKANE | ANY AND ALL LOCATIONS |
| 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:

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(s) at the location(s) designated above.

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 additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. 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 shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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 |
|--|--|
| CITY OF SPOKANE | ANY AND ALL LOCATIONS |
| | |
| | |

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 shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CinciPlus®
BUSINESS AUTO XC+®
(EXPANDED COVERAGE PLUS)
ENDORSEMENT

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

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

A. Blanket Waiver of Subrogation

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution or the "insured contract".

B. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c. is deleted in its entirety and replaced by the following:

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

C. Additional Insured by Contract

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended to include as an insured any person or organization for whom you have agreed in a valid written contract to provide insurance as afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been:

1. Executed prior to the accident causing "bodily injury" or "property damage"; and
2. Is still in force at the time of the "accident" causing "bodily injury" or "property damage".

D. Employee Hired Auto

1. Changes in Liability Coverage

The following is added to the **SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes in General Conditions

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is deleted in its entirety and replaced by the following:

- b. For Hired Auto Physical Damage Coverage the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. Audio, Visual and Data Electronic Equipment

SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance is amended by adding the following:

4. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "accident";
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
 - c. \$2,500.

Provided the equipment, at the time of the "loss" is:

- a. 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;
- b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above; or
- c. An integral part of such equipment.

F. Who is an Insured - Amended

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended by adding the following:

The following are "insureds":

1. Any subsidiary which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this coverage form.

However, the insurance afforded by this provision does not apply to any subsidiary that is an "insured" under any other automobile liability policy or would be an "insured" under such policy but for termination of such policy or the exhaustion of such policy's limits of insurance.

2. Any organization that is newly acquired or formed by you and over which you maintain majority ownership. The insurance provided by this provision:

- a. Is effective on the date of acquisition or formation, and is afforded for 180 days after such date;
 - b. Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization;
 - c. Does not apply to any newly acquired or formed organization that is a joint venture or partnership; and
 - d. Does not apply to an insured under any other automobile liability policy or would be an insured under such a policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.
3. Any of your "employees" while using a covered "auto" in your business or your personal affairs, provided you do not own, hire or borrow that "auto".

G. Liability Coverage Extensions - Supplementary Payments - Higher Limits

SECTION II - LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is amended by:

1. Replacing the \$2,000 Limit of Insurance for bail bonds with \$4,000 in (2); and
2. Replacing the \$250 Limit of Insurance for reasonable expenses with \$500 in (4).

H. Amended Fellow Employee Exclusion

SECTION II - LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee is modified as follows:

Exclusion 5. **Fellow Employee** is deleted.

I. Hired Auto - Physical Damage

If hired "autos" are covered "autos" for Liability Coverage, then Comprehensive and Collision Physical Damage Coverages as provided under **SECTION III - PHYSICAL DAMAGE COVERAGE** of this Coverage Part are extended to "autos" you hire, subject to the following:

1. The most we will pay for "loss" to any hired "auto" is \$50,000 or the actual cash value or cost to repair or replace, whichever is the least, minus a deductible.
2. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage, or \$1,000, whichever is less.
3. Hired Auto - Physical Damage coverage is excess over any other collectible insurance.

4. Subject to the above limit, deductible, and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own insured under this policy.

Coverage includes loss of use of that hired auto, provided it results from an "accident" for which you are legally liable and as a result of which a monetary loss is sustained by the leasing or rental concern. The most we will pay for any one "accident" is \$3,000.

If a limit for Hired Auto - Physical Damage is shown in the Schedule, then that limit replaces, and is not added to, the \$50,000 limit indicated above and the deductibles shown in the Schedule are applicable.

J. Rental Reimbursement

SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage.
2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - a. The number of days reasonably required to repair the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
 - b. 30 days.
3. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred; or
 - b. \$50 per day.
4. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
5. We will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions**.

K. Transportation Expense - Higher Limits

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by replacing \$20 per day with \$50 per day, and \$600 maximum with \$1,500 maximum in **Extension a. Transportation Expenses**.

L. Airbag Coverage

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a. is amended by adding the following:

However, the mechanical and electrical breakdown portion of this exclusion does not apply to the accidental discharge of an airbag. This coverage for airbags is excess over any other collectible insurance or warranty.

M. Loan or Lease Gap Coverage

1. **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance** is deleted in its entirety and replaced by the following, but only for private passenger type "autos" with an original loan or lease, and only in the event of a "total loss" to such a private passenger type "auto":
 - a. The most we will pay for "loss" in any one "accident" is the greater of:
 - (1) The amount due under the terms of the lease or loan to which your covered private passenger type "auto" is subject, but will not include:
 - (a) Overdue lease or loan payments;
 - (b) Financial penalties imposed under the lease due to high mileage, excessive use or abnormal wear and tear;
 - (c) Security deposits not refunded by the lessor;
 - (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (e) Carry-over balances from previous loans or leases, or
 - (2) Actual cash value of the stolen or damaged property.
 - b. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss".

2. **SECTION V - DEFINITIONS** is amended by adding the following, but only for the purposes of this **Loan or Lease Gap Coverage**:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

N. Glass Repair - Waiver of Deductible

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

No deductible applies to glass damage if the glass is repaired in a manner acceptable to us rather than replaced.

O. Duties in the Event of an Accident, Claim, Suit or Loss - Amended

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss, a. is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation; or
4. A member or manager, if you are a limited liability company.

P. Unintentional Failure to Disclose Hazards

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation or Fraud is amended by adding the following:

However, if you unintentionally fail to disclose any hazards existing on the effective date of this Coverage Form, we will not deny coverage under this Coverage Form because of such failure.

Q. Mental Anguish Resulting from Bodily Injury

SECTION V - DEFINITIONS, C. "Bodily injury" is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish and death sustained by the same person that results from such bodily injury, sickness or disease. "Bodily injury" does not include mental anguish or death that does not result from bodily injury, sickness or disease.

R. Coverage for Certain Operations in Connection with Railroads

With respect to the use of a covered "auto" in operations for or affecting a railroad:

1. **SECTION V - DEFINITIONS, H. "Insured contract", 1.c.** is deleted in its entirety and replaced by the following:
 - c. An easement or license agreement;
2. **SECTION V - DEFINITIONS, H. "Insured contract", 2.a.** is deleted.

Contractors

DUNDEE CONCRETE & LNDSCPG LLC

Owner or tradesperson

Principals

FELCHLIN, STEPHEN
PAUL, PARTNER/MEMBER

Adams, Christopher
David, PARTNER/MEMBER

Doing business as

DUNDEE CONCRETE & LNDSCPG LLC

WA UBI No.
602 589 496

**12812 NORTH CHRONICLE
MEAD, WA 99021
509-216-3331
SPOKANE County**

Business type
Limited Liability Company

Governing persons
STEVEN

**FELCHLIN
CHRIS ADAMS;**

Registration

Verify the contractor's active registration / license / certification (depending on trade) and any past violations.

Construction Contractor

**Active
Meets current requirements.**

License specialties

GENERAL

License no.

DUNDECL885DL

Effective — expiration

03/13/2012— 04/20/2026

L&I Contractor Registration:

1-800-647-0982 - Email: ContReg@Lni.wa.gov

Bond

Old Republic Surety Co

\$12,000.00

Bond account no.

W150121477

Received by L&I

03/13/2012

Effective date

03/12/2012

Expiration date

Until Canceled

Insurance

Country Mutual Ins Co

\$1,000,000.00

Policy no.

AB9237066

Received by L&I

02/08/2024

Effective date

03/13/2017

Expiration date

03/13/2025

Savings

No savings accounts during the previous 6 year period.

Lawsuits against the bond or savings

No lawsuits against the bond or savings accounts during the previous 6 year period.

L&I Tax debts

No L&I tax debts are recorded for this contractor license during the previous 6 year period, but some debts may be recorded by other agencies.

License Violations

No license violations during the previous 6 year period.

Certifications & Endorsements

OMWBE Certifications

No active certifications exist for this business.

Apprentice Training Agent

No active Washington registered apprentices exist for this business. Washington allows the use of apprentices registered with Oregon or Montana. Contact the [Oregon Bureau of Labor & Industries](#) or [Montana Department of Labor & Industry](#) to verify if this business has apprentices.

Workers' Comp

Do you know if the business has employees? If so, verify the business is up-to-date on workers' comp premiums.

L&I Account ID

131,764-00

Account is current.

Doing business as

DUNDEE CONCRETE & LANDSCAPING

Estimated workers reported

Quarter 1 of Year 2024 "11 to 20 Workers"

L&I account contact

T0 / RAECHEL WRIGHT (360) 902-4715 - Email: WRIV235@lni.wa.gov

Public Works Requirements

Verify the contractor is eligible to perform work on public works projects.

Required Training– Effective July 1, 2019

Exempt from this requirement.

Contractor Strikes

No strikes have been issued against this contractor.

Contractors not allowed to bid

No debarments have been issued against this contractor.

Workplace Safety & Health

Check for any past safety and health violations found on jobsites this business was responsible for.

No inspections during the previous 6 year period.



< Business Lookup

License Information:

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

Entity name: DUNDEE CONCRETE AND LANDSCAPING LLC

Business name: DUNDEE CONCRETE AND LANDSCAPING LLC

Entity type: [Limited Liability Company](#)

UBI #: 602-589-496

Business ID: 001

Location ID: 0001

Location: Active

Location address: 12812 N CHRONICLE ST
MEAD WA 99021-8311

Mailing address: 12812 N CHRONICLE ST
MEAD WA 99021-8311

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 | T12106388BUS | | | Active | Mar-31-2025 | Oct-15-2012 |
| Spokane Valley General Business - Non-Resident | | | | Active | Mar-31-2025 | Apr-22-2016 |

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

| Governing people | Title |
|-------------------|-------|
| ADAMS, CHRIS | |
| CROWDER, GERALD | |
| FELCHLIN, STEPHEN | |

Registered Trade Names

| Registered trade names | Status | First issued |
|------------------------|--------|--------------|
| DUNDEE EXCAVATION, LLC | Active | Mar-01-2006 |
| STRAIGHTLINE FAB LLC | Active | Feb-25-2019 |

The Business Lookup information is updated nightly. Search date and time: 7/26/2024 7:46:52 AM

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