

THE CITY OF SPOKANE CITY COUNCIL FINANCE & ADMINISTRATION COMMITTEE



AGENDA FOR 12:00 P.M. MONDAY, JANUARY 27, 2025

The Spokane City Council's Finance and Administration Committee meeting will be held at **12:00 PM January 27, 2025**, in City 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 12:00 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.

Public testimony will be taken on the committee's agenda. Use the following link to sign up to speak for 2 min on any and all items on this month's agenda:

<https://forms.gle/bkT286mc72d1ECFq5>

AGENDA

I. Call To Order

II. Discussion Items

1. 0410 - SPECIAL BUDGET ORDINANCE – ANNUAL ENCUMBRANCE CARRYOVER - JESSICA STRATTON (5 minutes)
2. 1360- SBO FOR EPA COMMUNITY CHANGE GRANT - SARAH NUSS (5 minutes)
3. GRANT ACCEPTANCE - EPA COMMUNITY CHANGE GRANT - SARAH NUSS (5 minutes)
4. 0620 SPECIAL BUDGET ORDINANCE- Q1 2025 HR RANGE CHANGES - ALLISON ADAM (5 minutes)
5. MID-BIENNIAL REVIEW PROCESS - MATT BOSTON / ADAM MCDANIEL (5 minutes)
6. 0410 - Q4 2024 INVESTMENT REPORT - CONNER THORNE (10 minutes)
7. OFFICE OF CIVIL RIGHTS UPDATE - JERRALL HAYNES (10 minutes)

III. Consent Items

1. 0500 DOMESTIC VIOLENCE ADVOCACY PROGRAM AGREEMENT (CITY ATTORNEY)
2. 5300 DLT SOLUTIONS – AUTODESK RENEWAL (INFORMATION TECHNOLOGY)
3. 5300 QUESTICA ANNUAL SOFTWARE SUBSCRIPTION & SUPPORT (INFORMATION TECHNOLOGY)
4. 5100 - SOLE SOURCE RESOLUTION FOR PAPE MACHINERY (FLEET SERVICES)
5. 5100 - SOLE SOURCE RESOLUTION FOR TRANSPORT EQUIPMENT (FLEET SERVICES)
6. 5100 - SOLE SOURCE RESOLUTION FOR WESTERN STATES EQUIPMENT (FLEET SERVICES)
7. 5900 FACILITIES CITYWIDE MASTER SECURITY CONTRACT STARPLEX CORPORATION (FACILITIES MANAGEMENT)
8. 5500 MASTER VALUE BLANKET TWO-YEAR RENEWAL WITH NORFOLK IRON & METAL CO. D (CONTRACTS & PURCHASING)

9. 5500-MASTER VALUE BLANKET TWO-YEAR RENEWAL WITH AMERICAN METALS CORPORATION (CONTRACTS & PURCHASING)
10. 5300 COMPUNET VALUE BLANKET EXTENSION (2025-2026) (INFORMATION TECHNOLOGY)

IV. Public Testimony

V. Executive Session

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

VI. Adjournment

VII. Next Meeting

Next Finance & Administration Committee

The next meeting will be held at the regular date and time of **12:00 PM. February 24, 2025.**

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.

Council Briefing Paper

Public Infrastructure, Environment & Sustainability Committee

Committee Date	1/23/2025
Submitting Department	0410-Finance
Contact Name	Jessica Stratton
Contact Email & Phone	jstratton@spokanecity.org , x6369
Council Sponsor(s)	Klitzke & Bingle
Select Agenda Item Type	<input checked="" type="checkbox"/> Discussion Time Requested: 5min
Agenda Item Name	Special Budget Ordinance – Annual Encumbrance Carryover
Grant Item	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda
<p>Summary</p> <p>What is the specific purpose or need for the budget adjustment?</p> <p>What changes or developments have triggered this request?</p>	<p><u>Background</u></p> <p>The annual encumbrance carryover process moves expenditure authority for goods or services, encumbered but unspent in the prior fiscal year, into the current fiscal year and is covered under RCW 35.33.151. Additionally, during this annual process if it is discovered that funds were unable to be properly encumbered for various reasons, including a bid window still being open at year’s end, items will be selected for re-budget.</p> <p>The carryover process applies to any good or service ordered prior to December 31 of the most recent fiscal year which has not had final payment and needs budget authority carried forward into the current fiscal year to complete the transaction. Contracts, grants, and capital projects can also be encumbered through an executed contract signed by all parties involved and received by the City Clerk’s Office prior to December 31.</p> <p><u>Summary</u></p> <p>Following the close of Accounting’s Period 13 for 2024, Finance staff will review all 2024 encumbrances citywide and identify valid encumbrances that will need budget authority carried forward into the 2025 budget. The result of the process is a Special Budget Ordinance (SBO) for City Council action at the February 3, 2025 meeting. The review of the encumbrances will begin January 17, 2025 and the preparation of the SBO is anticipated to take approximately two weeks. For some funds, including ARPA, this means nothing can be spent until this process is completed.</p> <p>Amount will be identified near January 30, 2025 after a hurried two week process shared between Accounting and Finance. Once identified, a memo will be prepared for review. For context, the five year average for the encumbrance carryover SBO has averaged approximately \$141.4 million across all City funds. The City’s General Fund portion has averaged approximately \$3.3 million over the same period.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p>	

Total Cost: To Be Determined

Current year cost:

Subsequent year(s) cost:

Funding Source One-time Recurring N/A

Specify funding source: Reserves

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 are the net impacts this adjustment will have on the specifically affected line items?
With carried over budget authority, unexpended appropriations will be able to be settled without eating into the 2025 budget.
- What operational changes will occur because of this adjustment?
With carried over budget authority, operations should be able to carry on unimpeded.
- What are the potential risks or consequences of not approving the budget adjustment?
Grants, capital projects and other unexpended appropriations would eat into the 2025 budget which could dramatically impede operations and associated outcomes.
- 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?
It allows all processes that hinge on funding to continue unimpeded.

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

n/a – recurring annual budget process

ORDINANCE NO C36638

AN ORDINANCE AMENDING ORDINANCE NO. C36626, PASSED BY THE CITY COUNCIL ON DECEMBER 9, 2024, AND ENTITLED IN PART "AN ORDINANCE ADOPTING A BIENNIAL BUDGET FOR THE CITY OF SPOKANE," MAKING APPROPRIATION ADJUSTMENTS FOR YEAR 2025, AND DECLARING AN EMERGENCY.

WHEREAS, at the end of the 2024 fiscal year there were various unexpended appropriations for uncompleted programs, improvements in progress, unfilled orders for material, equipment & supplies and unfulfilled contracts for personnel services, properly budgeted and contracted for, or pending contract, and various outstanding grants, bond projects, and capital projects; and

WHEREAS, in order to complete such programs and pay such claims it is necessary that the various funds be re-appropriated in the 2025 budget; and

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

NOW, THEREFORE, the City Council of Spokane does ordain:

Section 1. That in the budgets of the various funds the following encumbrance carryover changes be made:

TBD

Section 2. That in the budgets of the various funds the following re-budget changes be made:

TBD

Passed by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date

ORDINANCE NO C36639

AN ORDINANCE AMENDING ORDINANCE NO. C36626, PASSED BY THE CITY COUNCIL ON DECEMBER 9, 2024, AND ENTITLED IN PART "AN ORDINANCE ADOPTING A BIENNIAL BUDGET FOR THE CITY OF SPOKANE", MAKING APPROPRIATION ADJUSTMENTS FOR YEAR 2025, AND DECLARING AN EMERGENCY.

WHEREAS, subsequent to the adoption of the biennial budget Ordinance No. C36626, as above entitled in part, and which passed the City Council December 9, 2024, it is necessary to make changes in the appropriations of the Miscellaneous Grants 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 Council of Spokane does ordain:

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

- 1) Increase revenue by \$7,691,409.
 - A) Of the increased revenue, \$7,691,409 is provided by the Environmental Protection Agency via a sub-award through Gonzaga University.
- 2) Increase appropriation by \$7,691,409.
 - A) Of the increased appropriation, \$347,268 is provided solely for salaries and benefits.
 - B) Of the increased appropriation, \$7,292,050 is provided solely for other improvements.
 - C) Of the increased appropriation, \$52,091 is provided solely for the City's administrative costs including supplies, services and equipment.

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 accept the EPA sub-award grant for Climate Resilience, 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

City Attorney

Mayor

Date

Effective Date

FDP Cost Reimbursement Subaward

Federal Awarding Agency: Environmental Protection Agency (EPA)	
Pass-Through Entity (PTE): The Corporation of Gonzaga University	Subrecipient: City of Spokane
PTE PI: Dr. Brian Henning	Sub PI: Sarah Nuss
PTE Federal Award No: 02J85301	Subaward No: GU-25-04
Project Title: Spokane Climate Resilience Project - transform disadvantage Spokane communities into healthy, climate resilient, and thriving communities.	
Subaward Budget Period: Start: 01/01/2025 End: 12/31/2025	Amount Funded This Action (USD): \$ 7,419,984.00
Estimated Period of Performance: Start: 01/01/2025 End: 12/31/2027	Incrementally Estimated Total (USD): \$ 7,691,409.00

Terms and Conditions

1. PTE hereby awards a cost reimbursable subaward, (as determined by 2 CFR 200.331), to Subrecipient. The Statement of Work and budget for this Subaward are as shown in Attachment 5. In its performance of Subaward work, Subrecipient shall be an independent entity and not an employee or agent of PTE.
2. Subrecipient shall submit invoices not more often than monthly and not less frequently than quarterly for allowable costs incurred. Upon the receipt of proper invoices, the PTE agrees to process payments in accordance with this Subaward and 2 CFR 200.305. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), breakdown by major cost category, Subaward number, and certification, as required in 2 CFR 200.415(a). Invoices that do not reference PTE Subaward number shall be returned to Subrecipient. Invoices and questions concerning invoice receipt or payments shall be directed to the party's Financial Contact, shown in Attachment 3A.
3. A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to PTE's Financial Contact, as shown in Attachment 3A, not later than 60 days after the final Budget Period end date. The final statement of costs shall constitute Subrecipient's final financial report.
4. All payments shall be considered provisional and are subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient.
5. Matters concerning the technical performance of this Subaward shall be directed to the appropriate party's Principal Investigator as shown in Attachments 3A and 3B. Technical reports are required as shown in Attachment 4.
6. Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward, and any changes requiring prior approval, shall be directed to the PTE's Authorized Official Contact and the Subrecipient's Authorized Official Contact shown in Attachments 3A and 3B. Any such change made to this Subaward requires the written approval of each party's Authorized Official as shown in Attachments 3A and 3B.
7. The PTE may issue non-substantive changes to the Budget Period(s) and Budget Unilaterally. Unilateral modification shall be considered valid 14 days after receipt unless otherwise indicated by Subrecipient when sent to Subrecipient's Authorized Official Contact, as shown in Attachment 3B.
8. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.
9. Either party may terminate this Subaward with 30 days written notice. Notwithstanding, if the Awarding Agency terminates the Federal Award, PTE will terminate in accordance with Awarding Agency requirements. PTE notice shall be directed to the Authorized Official Contact, and Subrecipient notice shall be directed to the Authorized Official Contact as shown in Attachments 3A and 3B. PTE shall pay Subrecipient for termination costs as allowable under Uniform Guidance, 2 CFR 200, or 45 CFR Part 75 Appendix IX, as applicable
10. By signing this Subaward, including the attachments hereto which are hereby incorporated by reference, Subrecipient certifies that it will perform the Statement of Work in accordance with the terms and conditions of this Subaward and the applicable terms of the Federal Award, including the appropriate Research Terms and Conditions ("RTCs") of the Federal Awarding Agency, as referenced in Attachment 2. The parties further agree that they intend this subaward to comply with all applicable laws, regulations, and requirements.

By an Authorized Official of the PTE: _____ Name: Jacqueline Van Allen Date: _____ Title: Director, Sponsored Research & Programs	By an Authorized Official of the Subrecipient: _____ Name: Lisa Brown Date: _____ Title: Mayor
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Attachment 1

Certifications and Assurances

Subaward Number:

GU-25-04

Certification Regarding Lobbying (2 CFR 200.450)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, 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 the awarding of any Federal contract, the making 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 in accordance with 2 CFR 200.450.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending 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 Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the PTE.

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 31 U.S.C. 1352. 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.

Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.214 and 2 CFR 180)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.214 and 2 CFR 180.

Audit and Access to Records

Subrecipient certifies that it will provide PTE with notice of any adverse findings which impact this Subaward. Subrecipient certifies compliance with applicable provisions of 2 CFR 200.501-200.521. If Subrecipient is not required to have a Single Audit as defined by 200.501, Awarding Agency requirements, or the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and will provide access to such audits upon request. Subrecipient will provide access to records as required by parts 2 CFR 200.332 (a)(5), 200.337, and 200.338 as applicable.

Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712)

Subrecipient is hereby notified that they are required to: inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

The Subrecipient shall require that the language of the certifications above in this Attachment 1 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Use of Name

Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment

Pursuant to 2 CFR 200.216, Subrecipient will not obligate or expend funds received under this Subaward to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services (as described in Public Law 115-232, section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.

Attachment 2
Federal Award Terms and Conditions

Subaward Number
GU-25-04

Required Data Elements

The data elements required by Uniform Guidance are incorporated in the attached Federal Award.

Awarding Agency Institute (If Applicable)

Federal Award Issue Date	FAIN	Assistance Listing No.
Assistance Listing Program Title (ALPT)		
Key Personnel Per NOA		

This Subaward Is:

- Research & Development Subject to FFATA

General Terms and Conditions

By signing this Subaward, Subrecipient agrees to the following:

1. To abide by the conditions on activities and restrictions on expenditure of federal funds in appropriations acts that are applicable to this Subaward to the extent those restrictions are pertinent. This includes any recent legislation noted on the Federal Awarding Agency's website:

www.epa.gov

2. 2 CFR 200

3. The Federal Awarding Agency's grants policy guidance, including addenda in effect as of the beginning date of the period of performance or as amended found at:

<https://www.epa.gov/grants/epa-policies-and-guidance-grants>

4. Applicable Research Terms and Conditions, including any Federal Awarding Agency's Specific Requirements found at:

<https://www.epa.gov/grants/grant-terms-and-conditions> except for the following :

- a. No-cost extensions require the written approval of the PTE. Any requests for a no-cost extension shall be directed to the Authorized Official Contact shown in Attachment 3A, not less than 30 days prior to the desired effective date of the requested change.
- b. Any payment mechanisms and financial reporting requirements described in the applicable Federal Awarding Agency Terms and Conditions and Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this Subaward; and
- c. Any prior approvals are to be sought from the PTE and not the Federal Awarding Agency.
- d. Title to equipment as defined in 2 CFR 200.1 that is purchased or fabricated with research funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall vest in the Subrecipient subject to the conditions specified in 2 CFR 200.313.
- e. Prior approval must be sought for a change in Subrecipient PI or change in Key Personnel (defined as listed on the NOA).

5. Treatment of program income: Additive

Special Terms and Conditions:

Data Sharing and Access:

Subrecipient agrees to comply with the Federal Awarding Agency's data sharing and/or access requirements as reflected in the NOA or the Federal Awarding Agency's standard terms and conditions as referenced in General Terms and Conditions 1-4 above.

Provided upon request is a Data Management and/or Sharing Plan that incorporates additional requirements as submitted to the Federal Awarding Agency.

Data Rights:

Subrecipient grants to PTE the right to use data created in the performance of this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Copyrights:

Subrecipient Grants to PTE an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Subrecipient grants to PTE the right to use any written progress reports and deliverables created under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its Federal Award.

Promoting Objectivity in Research (COI):

Subrecipient must designate herein which entity's Financial Conflicts of Interest policy (COI) will apply: Subrecipient

If applying its own COI policy, by execution of this Subaward, Subrecipient certifies that its policy complies with the requirements of the relevant Federal Awarding Agency as identified herein: <https://www.epa.gov/grants/epas-final-financial-assistance>

Subrecipient shall report any financial conflict of interest to PTE's Administrative Representative or COI contact, as designated on Attachment 3A. Any financial conflicts of interest identified shall, when applicable, subsequently be reported to Federal Awarding Agency. Such report shall be made before expenditure of funds authorized in this Subaward and within 45 days of any subsequently identified COI.

Work Involving Human or Vertebrate Animals (Select Applicable Options)

No Human or Vertebrate Animals

This section left intentionally blank.

Human Subjects Data (Select One)

This section left intentionally blank

This section left intentionally blank

Additional Terms

Attachment 3A
Pass-Through Entity (PTE) Contacts

Subaward Number:

GU-25-04

PTE Information

Entity Name: The Corporation of Gonzaga University

Legal Address: 502 E. Boone Ave.
AD Box 71
Spokane, WA 99258-0071

Website: www.gonzaga.edu

PTE Contacts

Central Email: sponsoredresearch@gonzaga.edu

Principal Investigator Name: Dr. Brian Henning

Email: henning@gonzaga.edu

Telephone Number: 509-313-5885

Administrative Contact Name: Dante Jester

Email: jester@gonzaga.edu

Telephone Number: 509-313-3818

COI Contact email (if different to above):

Financial Contact Name: Christy Dennler-Lusco

Email: dennler-lusco@gonzaga.edu

Telephone Number: 509-313-6967

Email invoices? Yes No Invoice email (if different):

Authorized Official Name: Jacqueline Van Allen

Email: vanallen@gonzaga.edu

Telephone Number: 509-313-5588

PI Address:

502 E. Boone Ave., AD Box 47
Spokane, WA 99258-0047

Administrative Address:

502 E. Boone Ave., AD Box 47
Spokane, WA 99258-0047

Invoice Address:

502 E. Boone Ave., AD Box 69
Spokane, WA 99258-0069

Attachment 3B

Research Subaward Agreement Subrecipient Contacts

Subaward Number:

GU-25-04

Subrecipient Information for **FFATA** reporting

Entity's UEI/DUNS Name: EIN No.: Institution Type: UEI / DUNS: Currently registered in SAM.gov: Yes NoParent UEI / DUNS: Exempt from reporting executive compensation: Yes No
(if no, complete 3B pg2)

Place of Performance Information for FFATA reporting

Physical Address, City, State (if U.S.) and Country:

U.S. Entities only (insert information for Place of Performance):Congressional District: Zip Code+4: [Zip Code Look-up](#)

Subrecipient Contacts

Central Email: Website: Principal Investigator Name: Email: Telephone Number: Administrative Contact Name: Email: Telephone Number: Financial Contact Name: Email: Telephone Number: Invoice Email: Authorized Official Name: Email: Telephone Number:

Legal Address:

Administrative Address:

Payment Address:

Attachment 3B-2
Highest Compensated Officers

Subaward Number:
GU-25-04

Subrecipient:

Institution Name: City of Spokane

PI Name: Sarah Nuss

Highest Compensated Officers

The names and total compensation of the five most highly compensated officers of the entity(ies) must be listed if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1) Internal Revenue Code of 1986.

Officer 1 Name: N/A

Officer 1 Compensation:

Officer 2 Name:

Officer 2 Compensation:

Officer 3 Name:

Officer 3 Compensation:

Officer 4 Name:

Officer 4 Compensation:

Officer 5 Name:

Officer 5 Compensation:

Attachment 4
Reporting and Prior Approval Terms

Subaward Number:
GU-25-04

Subrecipient agrees to submit the following reports (PTE contacts are identified in Attachment 3A):

Technical Reports:

- Monthly technical/progress reports will be submitted to the PTE's within days of the end of the month.
- Quarterly technical/progress reports will be submitted within 30 days after the end of each project quarter to the PTE's .
- Annual technical / progress reports will be submitted within days prior to the end of each budget period to the PTE's . Such report shall also include a detailed budget for the next Budget Period, updated other support for key personnel, certification of appropriate education in the conduct of human subject research of any new key personnel, and annual IRB or IACUC approval, if applicable.
- A Final technical/progress report will be submitted to the PTE's within days of the end of the Project Period or after termination of this award, whichever comes first.
- Technical/progress reports on the project as may be required by PTE's in order for the PTE to satisfy its reporting obligations to the Federal Awarding Agency.

Prior Approvals:

Carryover:

Other Reports:

- In accordance with 37 CFR 401.14, Subrecipient agrees to notify both the Federal Awarding Agency via iEdison and PTE's within 60 days after Subrecipient's inventor discloses invention(s) in writing to Subrecipient's personnel responsible for patent matters. The Subrecipient will submit a final invention report using Federal Awarding Agency specific forms to the PTE's within 60 days of the end of the Project Period to be included as part of the PTE's final invention report to the Federal Awarding Agency.
A negative report is required:
- Property Inventory Report (only when required by Federal Awarding Agency), specific requirements below.

Additional Technical and Reporting Requirements:

Attachment 5
Statement of Work, Cost Sharing, Indirects & Budget

Subaward Number:

GU-25-04

Statement of Work

Below Attached, pages

If award is FFATA eligible and SOW exceeds 4000 characters, include a *Subrecipient Federal Award Project Description*

Budget Information

Indirect Information Indirect Cost Rate (IDC) Applied <input type="text" value="15"/> % Rate Type: <input type="text" value="de minimis rate of 10%"/>	Cost Sharing <input type="text" value="No"/> If Yes, include Amount: \$ <input type="text"/>
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Budget Details Below Attached, pages

2 CFR 200 increased the allowable de minimus IDC rate from 10% to 15% on 10/1/2024.

See attached budget.

Budget Totals

Direct Costs	\$	<input type="text" value="7,639,318.00"/>
Indirect Costs	\$	<input type="text" value="52,091.00"/>
Total Costs	\$	<input type="text" value="7,691,409.00"/>

All amounts are in United States Dollars

Scope of Work

Grant Title: EPA Community Change Grant: Spokane Climate Resilience Project

Primary Investigator: Dr. Brian Henning, Gonzaga University

Subaward Contact: Sarah Nuss, City of Spokane Emergency Management Director snuss@spokanecity.org

Subaward grant administrator: Skyler Brown, Grants and Contracts Financial Manager, sbrown@spokanecity.org

Subaward amount requested: \$7,691,409 (City of Spokane Emergency Management \$4,199,357; Spokane Public Library \$3,492,052)

Performance Period Dates: January 1, 2025 –December 31, 2027

Subaward Work Description (up to 250 words):

The Gonzaga University Institute for Climate, Water, and the Environment (Climate Institute) will partner with the City of Spokane and Spokane Public Library for this project. The City, under the direction of the Emergency Management Director (EMD), will be responsible for coordinating communication with Spokane Public Library and overseeing deliverables & subaward goals & objectives. Throughout the project period, the EMD will participate in team meetings and will ensure the timely reporting of materials required by the primary investigator.

The City of Spokane is committed to executing the following activities:

I. Requirement 1. Climate Action Strategies

Strategy 5: Community Resilience Hubs.

The City of Spokane will partner with the Gonzaga Climate Institute to create and implement a three-tiered model to improve the capacity of two (4) Community Resilience Hubs and create a framework for creating additional resilience hubs at three different levels of service, as described in more detail below under “Creation of multi-tiered community...”.

- **Install backup battery capacity and onsite solar at two (2) City-owned community centers and (2) public libraries**

West Central Community Center

- 500 kW backup battery capacity
- 100 kW rooftop solar
- 100 kW carport solar

Northeast Community Center

- 1000 kW backup battery capacity
- 100 kW rooftop solar
- 64.4 kW carport solar

Liberty Park Library

- 500kw backup battery
- 100kw rooftop solar

Central Library:

- 1000kw backup battery

- 100kw rooftop solar
- **Creation of multi-tiered community resilience hub training and certification process to establish the Spokane Community Resilience Network (SCRN)**
 - Partnering with the Gonzaga Climate Institute and helping to provide training and certification support.
 - To be modeled after the approach developed by Communities Responding to Extreme Weather (CREW):
 - Level 1: Engagement Hub
 - *Display community resilience hub decal*
 - *Display/distribute literature on climate preparedness*
 - *Host 1+ Climate Institute training annually on climate resilience*
 - *N95 masks and bottled water*
 - Level 2: Relief Hub
 - *All of Level 1 functions plus serve as a daytime heating/cooling and cleaner-air center*
 - *Onsite solar and battery backup for continuity during grid disruption*
 - *High-quality HVAC filtering PM_{2.5}*
 - *Device charging, basic first aid, and a list of local resources*
 - *Staff are in contact with City and County emergency management*
 - Level 3: Emergency Hub – all the functions of Levels 1 and 2 Hubs plus site has solar power and battery backup to function during grid disruption. Staff have a formal connection to emergency managers.
 - *All of Level 3 functions plus serve as an overnight, powered, supply-equipped emergency shelter*
 - *Food preparation space*
 - *Staff have a formal connection to City and County emergency managers*

II. Requirement 3. Community Engagement and Collaborative Governance Plan

Development of a Climate Resilience and Sustainability Board (CRSB).

Transition from existing Sustainability Action Subcommittee (under direction of City Council, 2+ years of design and community engagement and development of detailed sustainability plan) to a mayor-appointed, CRSB. Per existing Spokane Municipal Code, this would represent an elevation of the work and goals of the previous subcommittee to an 11-member, all-volunteer, community-led group that would reflect a “broad range of opinion, experience, socio-economic levels, races, ages and expertise.” The CRSB will be responsible for updating the City’s climate and sustainability plans to meet greenhouse gas emission reduction targets, plan for climate resilience, and identify strategies to “limit the impacts of climate change in vulnerable communities.” The CRSB will play a vital role in our community engagement plan for our proposed grant activities due its existence at the intersection of community participation and municipal climate action. The CRSB will work together with the Spokane Community Resilience Collaborative (SCRC), facilitated by the Gonzaga Climate Institute.

Collaborating Entity.

As a collaborating entity with the Gonzaga Climate Institute, the City will coordinate the installation of the solar arrays and battery backup systems at the City-owned community centers and public libraries in compliance with subaward agreement requirements and regulations, including 2 CFR 200.331 and EPA’s Subaward Policy. The City will actively participate in the SCRC. The City will submit accurate subaward expenses in a timely fashion to the Lead Applicant and provide quarterly/annual status reports. The City will also complete all subaward scope of work according to the agreed-upon timeline.

III. Requirement 4. Community Strength Plan

The City will partner with the Lead Applicant to broadly advertise contracting opportunities.

Administration & Timeline

Key Activity	Details	Timeline
Climate Action Strategies	<p><i>Create/Improve Capacity of 4 Community Resilience Hubs</i></p> <ul style="list-style-type: none"> - Install backup battery capacity and onsite solar at 2 City-owned community centers and 2 public libraries <ul style="list-style-type: none"> o Solicit bids o Select bid and sign contract o Installation 	<p>Q2-Q4 2025 Q4 2025 Q1 2026 - Q1 2027</p>

Subaward Budget

	Item	Cost
Staff time	Year 1 Emergency management staff time: 10 hours per month, for 12 months- (\$62/hour) + benefits @36.3% rate + 4% cost of living increase	\$10,546
	Year 2 Emergency management staff time: 10 hours per month, for 12 months- (\$62/hour) + benefits @36.3% rate + 4% cost of living increase	\$10,968
	Year 3 Emergency management staff time: 10 hours per month, for 12 months- (\$62/hour) + benefits @36.3% rate + 4% cost of living increase	\$11,407
	<i>Years 1-3 Total Emergency Management Cost:</i>	<i>\$32,921</i>
	Year 1 Project Coordinator staff time: 160 hours per month (FTE), for 12 months- (\$37/hour) + benefits @36.3% rate + 4% cost of living increase	\$100,701
	Year 2 Project Coordinator staff time: 160 hours per month (FTE), for 12 months- (\$37/hour) + benefits @36.3% rate + 4% cost of living increase	\$104,729
	Year 3 Project Coordinator staff time: 160 hours per month (FTE), for 12 months- (\$37/hour) + benefits @36.3% rate + 4% cost of living increase	\$108,918
	<i>Years 1-3 Total Program Coordinator Cost:</i>	<i>\$314,347</i>
		Total Staff Salary Cost:
Project costs	Climate Action Strategies – Climate Resilience Hubs (backup battery & solar panels at 2 hubs)	\$7,292,050
	Total Project Cost:	\$7,639,318
Indirect costs	De-minimus 15% of modified total direct costs	\$52,091
Grand Total (Salaries & Project Costs & Indirect Costs)		\$7,691,409

City of Spokane Subaward

Subaward Grant Contact Name: Sarah Nuss
 Subaward Grant Contact Email: snuss@spokane.gov
 Grant Agency: EPA

Project Dates: January 1, 2025-December 31, 2027
 PI: Gonzaga Institute for Climate, Water, and the Environment
 Project Title: Spokane Climate Resilience Project

	Year 1			Year 2			Year 3			TOTAL		Total Budget	
	Funds Requested	Matching	Annual Costs	Funds Requested	Matching	Annual Costs	Funds Requested	Matching	Annual Costs	Funds Requested	Matching		
COMPENSATION													
Salaries													
Wages (includes 4% per year COLA)													
	July 1, 2024 - June 30, 2025			July 1, 2025 - June 30, 2026			July 1, 2026 - June 30, 2027						
Emergency Management Director = \$62/hr * 10 hrs per month	7,738		7,738	8,047		8,047	8,369		8,369	24,154		24,154	
Program Coordinator FTE = \$37/hr * 160 hrs per month	73,882		73,882	76,837		76,837	79,910		79,910	230,629		230,629	
Total Salaries & Wages	81,619	-	81,619	84,884	-	84,884	88,279	-	88,279	254,782	-	254,782	
Fringe Benefits (includes 4% per year COLA)													
Emergency Management Director Fringe Benefits	36.3%	2,809	-	2,809	2,921	-	2,921	3,038	-	3,038	8,768	-	8,768
Program Coordinator Staff Fringe Benefits	36.3%	26,819	-	26,819	27,892	-	27,892	29,007	-	29,007	83,718	-	83,718
Total Fringe Benefits		29,628	-	29,628	30,813	-	30,813	32,045	-	32,045	92,486	-	92,486
TOTAL COMPENSATION		111,247	-	111,247	115,697	-	115,697	120,324	-	120,324	347,268	-	347,268
NON-COMPENSATION EXPENSES													
Permanent Computers & Equipment >\$5,000													
WCCC - Rooftop Solar	388,800		388,800							388,800		388,800	
WCCC - Carport Solar array	252,000		252,000							252,000		252,000	
WCCC - Battery	421,800		421,800							421,800		421,800	
WCCC - switch	163,000		163,000							163,000		163,000	
WCCC - Switch Installation	95,000		95,000							95,000		95,000	
WCCC - engineering cost	92,442		92,442							92,442		92,442	
NECC - Rooftop Solar	343,200		343,200							343,200		343,200	
NECC - Carport Solar	240,000		240,000							240,000		240,000	
NECC - Battery	1,389,600		1,389,600							1,389,600		1,389,600	
NECC - switch	163,000		163,000							163,000		163,000	
NECC - Switch Installation (Pipe, wire, concrete, trenching)	95,000		95,000							95,000		95,000	
NECC - Engineering	156,156		156,156							156,156		156,156	
SPL - Liberty Park rooftop Solar array	372,000		372,000							372,000		372,000	
SPL - Liberty Park Battery	676,400		676,400							676,400		676,400	
SPL - Liberty Park Switch	163,000		163,000							163,000		163,000	
SPL - Liberty Park Installation (Pipe, wire, concrete, trenching)	95,000		95,000							95,000		95,000	
SPL - Liberty Park engineering	91,448		91,448							91,448		91,448	
SPL - Central Solar Array	309,600		309,600							309,600		309,600	
SPL - Central Battery	1,389,600		1,389,600							1,389,600		1,389,600	
SPL - Central Switch	163,000		163,000							163,000		163,000	
SPL - Central Installation (Pipe, wire, concrete, trenching)	95,000		95,000							95,000		95,000	
SPL - Central engineering	137,004		137,004							137,004		137,004	
Total Permanent Computers & Equipment	7,292,050	-	7,292,050	-	-	-	-	-	-	7,292,050	-	7,292,050	
Domestic Travel:													
Mileage (Local Travel)													
Parking													
Taxi / Shuttle													
Conference Registration Fees													
Miscellaneous Travel Expense													
Total Domestic Travel	-	-	-	-	-	-	-	-	-	-	-	-	
Total Travel	-	-	-	-	-	-	-	-	-	-	-	-	
Participant Support													
Participant Stipend													
Participant Tuition													
Student Travel to Conferences													
Student Housing for students													
Student Research Stipend													
Total Participant Support	-	-	-	-	-	-	-	-	-	-	-	-	
Supplies:													
Office Supplies													
Research & Lab Supplies, Consumables													
Instructional Supplies													
Postage													
Facility Publications Costs													
Duplicating / Printing													
Subscriptions & Reference Books													
Total Supplies	-	-	-	-	-	-	-	-	-	-	-	-	
Computers & Equipment Supplies <\$5,000													
Research Lab Equipment (under \$1,500 per item)													
Total Computers & Equipment Supplies	-	-	-	-	-	-	-	-	-	-	-	-	
Service Fees/Contracts													
Total Service Fees	-	-	-	-	-	-	-	-	-	-	-	-	
Subawards													
Subaward													
Total Subaward	-	-	-	-	-	-	-	-	-	-	-	-	
Other Misc													
Publication													
Dues, Fees & Memberships													
Total Other Misc	-	-	-	-	-	-	-	-	-	-	-	-	
TOTAL NON-COMPENSATION EXPENSES	7,292,050	-	7,292,050	-	-	-	-	-	-	7,292,050	-	7,292,050	
TOTAL DIRECT COSTS	7,403,297	-	7,403,297	115,697	-	115,697	120,324	-	120,324	7,639,318	-	7,639,318	
TOTAL MTDC (DC minus equipment >\$5,000; Participant Costs)	111,247	-	111,247	115,697	-	115,697	120,324	-	120,324	347,268	-	347,268	
INDIRECT COSTS (15% of modified total direct costs)	15%	16,687	-	17,355	-	17,355	18,049	-	18,049	52,091	-	52,091	
TOTAL PROJECT COSTS	7,419,984	-	7,419,984	133,052	-	133,052	138,373	-	138,373	7,691,409	-	7,691,409	


NOTES ENTER INTO PAW

2 CFR 200 was updated as of 10/1/24 to allow de minimus IDC shift from 10% to 15%. This budget has been updated to this higher rate.

Attachment 6

Notice of Award (NOA) and any additional documents

- The following pages include the NOA and if applicable any additional documentation referenced throughout this Subaward.
- Not incorporating the NOA or any additional documentation to this Subaward.

	U.S. ENVIRONMENTAL PROTECTION AGENCY Grant Agreement	GRANT NUMBER (FAIN): 02J85301 MODIFICATION NUMBER: 0 PROGRAM CODE: 5F	DATE OF AWARD 12/04/2024
		TYPE OF ACTION New	MAILING DATE 12/09/2024
		PAYMENT METHOD: ASAP	ACH# 3030
		RECIPIENT TYPE: Private University	
RECIPIENT: THE CORPORATION OF GONZAGA UNIVERSITY 502 E Boone Ave., AD Box 69 Spokane, WA 99258-0069 EIN: 91-0236600		PAYEE: THE CORPORATION OF GONZAGA UNIVERSITY 502 E Boone Ave., AD Box 69 Spokane, WA 99258-0069	
PROJECT MANAGER Jackie Van Allen E 502 BOONE AVE SPOKANE, WA 99258-0071 Email: vanallen@gonzaga.edu Phone: 509-313-5588		EPA PROJECT OFFICER Deborah Neal 1200 Sixth Ave W., Suite 155 Seattle, WA 98101-3144 Email: Neal.Deborah@epa.gov Phone: 206-553-1465	
EPA GRANT SPECIALIST Lacey Davidson 1200 Sixth Ave W., Suite 155 Seattle, WA 98101-3144 Email: davidson.lacey@epa.gov Phone: 206-553-6291			
PROJECT TITLE AND DESCRIPTION Spokane Climate Resilience Project - transform disadvantaged Spokane communities into healthy, climate resilient, and thriving communities. See Attachment 1 for project description.			
BUDGET PERIOD 01/01/2025 - 12/31/2027	PROJECT PERIOD 01/01/2025 - 12/31/2027	TOTAL BUDGET PERIOD COST \$ 19,921,731.00	TOTAL PROJECT PERIOD COST \$ 19,921,731.00
NOTICE OF AWARD			
<p>Based on your Application dated 03/20/2024 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$ 19,921,731.00. EPA agrees to cost-share <u>100.00%</u> of all approved budget period costs incurred, up to and not exceeding total federal funding of \$ 19,921,731.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.</p>			
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE	
ORGANIZATION / ADDRESS U.S. EPA, Region 10, EPA Region 10 Mail Code: 17-C04, 1200 Sixth Avenue, Suite 155 Seattle, WA 98101		ORGANIZATION / ADDRESS U.S. EPA, Region 10, Mission Support Division R10 - Region 10 1200 Sixth Ave W., Suite 155 Seattle, WA 98101-3144	
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY			
Digital signature applied by EPA Award Official Andrea Manion - Grants Management Officer			DATE 12/04/2024

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$ 0	\$ 19,921,731	\$ 19,921,731
EPA In-Kind Amount	\$ 0	\$ 0	\$ 0
Unexpended Prior Year Balance	\$ 0	\$ 0	\$ 0
Other Federal Funds	\$ 0	\$ 0	\$ 0
Recipient Contribution	\$ 0	\$ 0	\$ 0
State Contribution	\$ 0	\$ 0	\$ 0
Local Contribution	\$ 0	\$ 0	\$ 0
Other Contribution	\$ 0	\$ 0	\$ 0
Allowable Project Cost	\$ 0	\$ 19,921,731	\$ 19,921,731

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.616 - Environmental and Climate Justice Block Grant Program	Clean Air Act: Sec. 138	2 CFR 200, 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	25125WB019	2226	BSF5	WF	000W57XK1	4140	-	-	\$ 19,921,731
									\$ 19,921,731

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$ 525,575
2. Fringe Benefits	\$ 119,496
3. Travel	\$ 0
4. Equipment	\$ 0
5. Supplies	\$ 26,990
6. Contractual	\$ 26,000
7. Construction	\$ 0
8. Other	\$ 18,976,290
9. Total Direct Charges	\$ 19,674,351
10. Indirect Costs: 0.00 % Base	\$ 247,380
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %)	\$ 19,921,731
12. Total Approved Assistance Amount	\$ 19,921,731
13. Program Income	\$ 0
14. Total EPA Amount Awarded This Action	\$ 19,921,731
15. Total EPA Amount Awarded To Date	\$ 19,921,731

Attachment 1 - Project Description

This agreement provides funding under the Inflation Reduction Act (IRA) to Gonzaga Institute for Climate, Water, and the Environment (Climate Institute). Specifically, this project will to strengthen climate resilience, mitigate local pollution, and improve indoor air quality. The activities include: retrofitting homes with heat pumps and air filtration systems; building the capacity of five community resilience hubs, expanding participation in a climate planning certificate program, and establishing a fund to support community organizations' work to strengthen climate resilience and mitigate pollution.

The anticipated deliverables include 300 homes retrofitted with heat pumps and air filtration systems, five community relief hubs established, 10 engagement hubs established, nine people trained in climate planning, 40 wildfire smoke and community resilience trainings given, and \$2.6 million distributed to community-based non-profit organizations to fund climate resilience work.

The expected outcomes include: reduction in greenhouse gas emissions; increased community participation in climate action projects; improved environmental justice through the empowerment of the disadvantaged community; and enhanced resilience during extreme weather events and wildfire smoke.

The intended beneficiaries are disadvantaged communities.

City of Spokane will install backup battery capacity and onsite solar at two city-owned community centers and two libraries, as well as establish a Spokane Community Resilience Network of community relief hubs and engagement hubs. Spokane Neighborhood Action Partners will provide new heat pumps and air quality sensors to an estimated 300 households. The Carl Maxey Center will install a hybrid heat pump as well as other features necessary to become a community resilience hub. \$2.6 million will be distributed to community-based non-profit organizations to fund climate resilience work.

Administrative Conditions

General Terms and Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2024-or-later>.

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>.

A. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

- Federal Financial Reports (SF-425): rtpfc-grants@epa.gov
- MBE/WBE reports (EPA Form 5700-52A): R10grants@epa.gov
- All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: R10grants@epa.gov
- Requests for Extensions of the Budget and Project Period, Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables, Amendment Requests, Requests for other Prior Approvals: Neal.Deborah@epa.gov
- Administrative questions and issues: davidson.lacey@epa.gov

Programmatic Conditions

The recipient agrees to comply with the current EPA Community Change Grants Programmatic Terms and Conditions, available at: <https://www.epa.gov/inflation-reduction-act/epa-community-change-grants-program-terms-and-conditions>

These terms and conditions are in addition to the [General Terms and Conditions](#), additional programmatic terms and conditions, and the administrative terms and conditions included in the EPA award document.

END OF DOCUMENT

FDP Cost Reimbursement Subaward

Federal Awarding Agency: Environmental Protection Agency (EPA)	
Pass-Through Entity (PTE): The Corporation of Gonzaga University	Subrecipient: City of Spokane
PTE PI: Dr. Brian Henning	Sub PI: Sarah Nuss
PTE Federal Award No: 02J85301	Subaward No: GU-25-04
Project Title: Spokane Climate Resilience Project - transform disadvantage Spokane communities into healthy, climate resilient, and thriving communities.	
Subaward Budget Period: Start: 01/01/2025 End: 12/31/2025	Amount Funded This Action (USD): \$ 7,419,984.00
Estimated Period of Performance: Start: 01/01/2025 End: 12/31/2027	Incrementally Estimated Total (USD): \$ 7,691,409.00

Terms and Conditions

1. PTE hereby awards a cost reimbursable subaward, (as determined by 2 CFR 200.331), to Subrecipient. The Statement of Work and budget for this Subaward are as shown in Attachment 5. In its performance of Subaward work, Subrecipient shall be an independent entity and not an employee or agent of PTE.
2. Subrecipient shall submit invoices not more often than monthly and not less frequently than quarterly for allowable costs incurred. Upon the receipt of proper invoices, the PTE agrees to process payments in accordance with this Subaward and 2 CFR 200.305. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), breakdown by major cost category, Subaward number, and certification, as required in 2 CFR 200.415(a). Invoices that do not reference PTE Subaward number shall be returned to Subrecipient. Invoices and questions concerning invoice receipt or payments shall be directed to the party's Financial Contact, shown in Attachment 3A.
3. A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to PTE's Financial Contact, as shown in Attachment 3A, not later than 60 days after the final Budget Period end date. The final statement of costs shall constitute Subrecipient's final financial report.
4. All payments shall be considered provisional and are subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient.
5. Matters concerning the technical performance of this Subaward shall be directed to the appropriate party's Principal Investigator as shown in Attachments 3A and 3B. Technical reports are required as shown in Attachment 4.
6. Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward, and any changes requiring prior approval, shall be directed to the PTE's Authorized Official Contact and the Subrecipient's Authorized Official Contact shown in Attachments 3A and 3B. Any such change made to this Subaward requires the written approval of each party's Authorized Official as shown in Attachments 3A and 3B.
7. The PTE may issue non-substantive changes to the Budget Period(s) and Budget Unilaterally. Unilateral modification shall be considered valid 14 days after receipt unless otherwise indicated by Subrecipient when sent to Subrecipient's Authorized Official Contact, as shown in Attachment 3B.
8. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.
9. Either party may terminate this Subaward with 30 days written notice. Notwithstanding, if the Awarding Agency terminates the Federal Award, PTE will terminate in accordance with Awarding Agency requirements. PTE notice shall be directed to the Authorized Official Contact, and Subrecipient notice shall be directed to the Authorized Official Contact as shown in Attachments 3A and 3B. PTE shall pay Subrecipient for termination costs as allowable under Uniform Guidance, 2 CFR 200, or 45 CFR Part 75 Appendix IX, as applicable
10. By signing this Subaward, including the attachments hereto which are hereby incorporated by reference, Subrecipient certifies that it will perform the Statement of Work in accordance with the terms and conditions of this Subaward and the applicable terms of the Federal Award, including the appropriate Research Terms and Conditions ("RTCs") of the Federal Awarding Agency, as referenced in Attachment 2. The parties further agree that they intend this subaward to comply with all applicable laws, regulations, and requirements.

By an Authorized Official of the PTE: _____ Name: Jacqueline Van Allen Date: _____ Title: Director, Sponsored Research & Programs	By an Authorized Official of the Subrecipient: _____ Name: Lisa Brown Date: _____ Title: Mayor
---	--

Attachment 1

Certifications and Assurances

Subaward Number:

GU-25-04

Certification Regarding Lobbying (2 CFR 200.450)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, 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 the awarding of any Federal contract, the making 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 in accordance with 2 CFR 200.450.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending 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 Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the PTE.

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 31 U.S.C. 1352. 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.

Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.214 and 2 CFR 180)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.214 and 2 CFR 180.

Audit and Access to Records

Subrecipient certifies that it will provide PTE with notice of any adverse findings which impact this Subaward. Subrecipient certifies compliance with applicable provisions of 2 CFR 200.501-200.521. If Subrecipient is not required to have a Single Audit as defined by 200.501, Awarding Agency requirements, or the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and will provide access to such audits upon request. Subrecipient will provide access to records as required by parts 2 CFR 200.332 (a)(5), 200.337, and 200.338 as applicable.

Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712)

Subrecipient is hereby notified that they are required to: inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

The Subrecipient shall require that the language of the certifications above in this Attachment 1 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Use of Name

Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment

Pursuant to 2 CFR 200.216, Subrecipient will not obligate or expend funds received under this Subaward to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services (as described in Public Law 115-232, section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.

Attachment 2
Federal Award Terms and Conditions

Subaward Number
GU-25-04

Required Data Elements

The data elements required by Uniform Guidance are incorporated

This Subaward Is:

Research & Development Subject to FFATA

Awarding Agency Institute (If Applicable)

Federal Award Issue Date	FAIN	Assistance Listing No.
<input type="text"/>	<input type="text"/>	<input type="text"/>
Assistance Listing Program Title (ALPT) <input type="text"/>		
Key Personnel Per NOA <input type="text"/>		

General Terms and Conditions

By signing this Subaward, Subrecipient agrees to the following:

1. To abide by the conditions on activities and restrictions on expenditure of federal funds in appropriations acts that are applicable to this Subaward to the extent those restrictions are pertinent. This includes any recent legislation noted on the Federal Awarding Agency's website:

2. 2 CFR 200

3. The Federal Awarding Agency's grants policy guidance, including addenda in effect as of the beginning date of the period of performance or as amended found at:

4. Applicable Research Terms and Conditions, including any Federal Awarding Agency's Specific Requirements found at:

except for the following :

- a. No-cost extensions require the written approval of the PTE. Any requests for a no-cost extension shall be directed to the Contact shown in Attachment 3A, not less than 30 days prior to the desired effective date of the requested change.
- b. Any payment mechanisms and financial reporting requirements described in the applicable Federal Awarding Agency Terms and Conditions and Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this Subaward; and
- c. Any prior approvals are to be sought from the PTE and not the Federal Awarding Agency.
- d. Title to equipment as defined in 2 CFR 200.1 that is purchased or fabricated with research funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall vest in the Subrecipient subject to the conditions specified in 2 CFR 200.313.
- e. Prior approval must be sought for a change in Subrecipient PI or change in Key Personnel (defined as listed on the NOA).

5. Treatment of program income:

Special Terms and Conditions:

Data Sharing and Access:

Subrecipient agrees to comply with the Federal Awarding Agency's data sharing and/or access requirements as reflected in the NOA or the Federal Awarding Agency's standard terms and conditions as referenced in General Terms and Conditions 1-4 above.

is a Data Management and/or Sharing Plan that incorporates additional requirements as submitted to the Federal Awarding Agency.

Data Rights:

Subrecipient grants to PTE the right to use data created in the performance of this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Copyrights:

to PTE an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Subrecipient grants to PTE the right to use any written progress reports and deliverables created under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its Federal Award.

Promoting Objectivity in Research (COI):

Subrecipient must designate herein which entity's Financial Conflicts of Interest policy (COI) will apply:

If applying its own COI policy, by execution of this Subaward, Subrecipient certifies that its policy complies with the requirements of the relevant Federal Awarding Agency as identified herein:

Subrecipient shall report any financial conflict of interest to PTE's Administrative Representative or COI contact, as designated on Attachment 3A. Any financial conflicts of interest identified shall, when applicable, subsequently be reported to Federal Awarding Agency. Such report shall be made before expenditure of funds authorized in this Subaward and within 45 days of any subsequently identified COI.

Work Involving Human or Vertebrate Animals (Select Applicable Options)

No Human or Vertebrate Animals

This section left intentionally blank.

Human Subjects Data (Select One)

This section left intentionally blank

This section left intentionally blank

Additional Terms

Attachment 3A
Pass-Through Entity (PTE) Contacts

Subaward Number:

GU-25-04

PTE Information

Entity Name: The Corporation of Gonzaga University

Legal Address: 502 E. Boone Ave.
AD Box 71
Spokane, WA 99258-0071

Website: www.gonzaga.edu

PTE Contacts

Central Email: sponsoredresearch@gonzaga.edu

Principal Investigator Name: Dr. Brian Henning

Email: henning@gonzaga.edu

Telephone Number: 509-313-5885

Administrative Contact Name: Dante Jester

Email: jester@gonzaga.edu

Telephone Number: 509-313-3818

COI Contact email (if different to above):

Financial Contact Name: Christy Dennler-Lusco

Email: dennler-lusco@gonzaga.edu

Telephone Number: 509-313-6967

Email invoices? Yes No Invoice email (if different):

Authorized Official Name: Jacqueline Van Allen

Email: vanallen@gonzaga.edu

Telephone Number: 509-313-5588

PI Address:

502 E. Boone Ave., AD Box 47
Spokane, WA 99258-0047

Administrative Address:

502 E. Boone Ave., AD Box 47
Spokane, WA 99258-0047

Invoice Address:

502 E. Boone Ave., AD Box 69
Spokane, WA 99258-0069

Attachment 3B

Research Subaward Agreement Subrecipient Contacts

Subaward Number:

GU-25-04

Subrecipient Information for [FFATA](#) reportingEntity's UEI/DUNS Name: EIN No.: Institution Type: UEI / DUNS: Currently registered in SAM.gov: Yes NoParent UEI / DUNS: Exempt from reporting executive compensation: Yes No
(if no, complete 3B pg2)**Place of Performance Information for FFATA reporting**

Physical Address, City, State (if U.S.) and Country:

U.S. Entities only (insert information for Place of Performance):Congressional District: Zip Code+4: [Zip Code Look-up](#)**Subrecipient Contacts**Central Email: Website: Principal Investigator Name: Email: Telephone Number: Administrative Contact Name: Email: Telephone Number: Financial Contact Name: Email: Telephone Number: Invoice Email: Authorized Official Name: Email: Telephone Number: **Legal Address:****Administrative Address:****Payment Address:**

Attachment 3B-2
Highest Compensated Officers

Subaward Number:
GU-25-04

Subrecipient:

Institution Name: City of Spokane

PI Name: Sarah Nuss

Highest Compensated Officers

The names and total compensation of the five most highly compensated officers of the entity(ies) must be listed if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1) Internal Revenue Code of 1986.

Officer 1 Name: N/A

Officer 1 Compensation:

Officer 2 Name:

Officer 2 Compensation:

Officer 3 Name:

Officer 3 Compensation:

Officer 4 Name:

Officer 4 Compensation:

Officer 5 Name:

Officer 5 Compensation:

Attachment 4
Reporting and Prior Approval Terms

Subaward Number:
GU-25-04

Subrecipient agrees to submit the following reports (PTE contacts are identified in Attachment 3A):

Technical Reports:

- Monthly technical/progress reports will be submitted to the PTE's within days of the end of the month.
- Quarterly technical/progress reports will be submitted within 30 days after the end of each project quarter to the PTE's .
- Annual technical / progress reports will be submitted within days prior to the end of each budget period to the PTE's . Such report shall also include a detailed budget for the next Budget Period, updated other support for key personnel, certification of appropriate education in the conduct of human subject research of any new key personnel, and annual IRB or IACUC approval, if applicable.
- A Final technical/progress report will be submitted to the PTE's within days of the end of the Project Period or after termination of this award, whichever comes first.
- Technical/progress reports on the project as may be required by PTE's in order for the PTE to satisfy its reporting obligations to the Federal Awarding Agency.

Prior Approvals:

Carryover:

Other Reports:

- In accordance with 37 CFR 401.14, Subrecipient agrees to notify both the Federal Awarding Agency via iEdison and PTE's within 60 days after Subrecipient's inventor discloses invention(s) in writing to Subrecipient's personnel responsible for patent matters. The Subrecipient will submit a final invention report using Federal Awarding Agency specific forms to the PTE's within 60 days of the end of the Project Period to be included as part of the PTE's final invention report to the Federal Awarding Agency.
A negative report is required:
- Property Inventory Report (only when required by Federal Awarding Agency), specific requirements below.

Additional Technical and Reporting Requirements:

Attachment 5
Statement of Work, Cost Sharing, Indirects & Budget

Subaward Number:

GU-25-04

Statement of Work

Below Attached, pages

If award is FFATA eligible and SOW exceeds 4000 characters, include a *Subrecipient Federal Award Project Description*

Budget Information

Indirect Information Indirect Cost Rate (IDC) Applied <input type="text" value="15"/> % Rate Type: <input type="text" value="de minimis rate of 10%"/>	Cost Sharing <input type="text" value="No"/> If Yes, include Amount: \$ <input type="text"/>
--	--

Budget Details Below Attached, pages

2 CFR 200 increased the allowable de minimus IDC rate from 10% to 15% on 10/1/2024.

See attached budget.

Budget Totals

Direct Costs	\$	<input type="text" value="7,639,318.00"/>
Indirect Costs	\$	<input type="text" value="52,091.00"/>
Total Costs	\$	<input type="text" value="7,691,409.00"/>

All amounts are in United States Dollars

Scope of Work

Grant Title: EPA Community Change Grant: Spokane Climate Resilience Project

Primary Investigator: Dr. Brian Henning, Gonzaga University

Subaward Contact: Sarah Nuss, City of Spokane Emergency Management Director snuss@spokanecity.org

Subaward grant administrator: Skyler Brown, Grants and Contracts Financial Manager, sbrown@spokanecity.org

Subaward amount requested: \$7,691,409 (City of Spokane Emergency Management \$4,199,357; Spokane Public Library \$3,492,052)

Performance Period Dates: January 1, 2025 –December 31, 2027

Subaward Work Description (up to 250 words):

The Gonzaga University Institute for Climate, Water, and the Environment (Climate Institute) will partner with the City of Spokane and Spokane Public Library for this project. The City, under the direction of the Emergency Management Director (EMD), will be responsible for coordinating communication with Spokane Public Library and overseeing deliverables & subaward goals & objectives. Throughout the project period, the EMD will participate in team meetings and will ensure the timely reporting of materials required by the primary investigator.

The City of Spokane is committed to executing the following activities:

I. Requirement 1. Climate Action Strategies

Strategy 5: Community Resilience Hubs.

The City of Spokane will partner with the Gonzaga Climate Institute to create and implement a three-tiered model to improve the capacity of two (4) Community Resilience Hubs and create a framework for creating additional resilience hubs at three different levels of service, as described in more detail below under “Creation of multi-tiered community...”.

- **Install backup battery capacity and onsite solar at two (2) City-owned community centers and (2) public libraries**

West Central Community Center

- 500 kW backup battery capacity
- 100 kW rooftop solar
- 100 kW carport solar

Northeast Community Center

- 1000 kW backup battery capacity
- 100 kW rooftop solar
- 64.4 kW carport solar

Liberty Park Library

- 500kw backup battery
- 100kw rooftop solar

Central Library:

- 1000kw backup battery

- 100kw rooftop solar
- **Creation of multi-tiered community resilience hub training and certification process to establish the Spokane Community Resilience Network (SCRN)**
 - Partnering with the Gonzaga Climate Institute and helping to provide training and certification support.
 - To be modeled after the approach developed by Communities Responding to Extreme Weather (CREW):
 - Level 1: Engagement Hub
 - *Display community resilience hub decal*
 - *Display/distribute literature on climate preparedness*
 - *Host 1+ Climate Institute training annually on climate resilience*
 - *N95 masks and bottled water*
 - Level 2: Relief Hub
 - *All of Level 1 functions plus serve as a daytime heating/cooling and cleaner-air center*
 - *Onsite solar and battery backup for continuity during grid disruption*
 - *High-quality HVAC filtering PM_{2.5}*
 - *Device charging, basic first aid, and a list of local resources*
 - *Staff are in contact with City and County emergency management*
 - Level 3: Emergency Hub – all the functions of Levels 1 and 2 Hubs plus site has solar power and battery backup to function during grid disruption. Staff have a formal connection to emergency managers.
 - *All of Level 3 functions plus serve as an overnight, powered, supply-equipped emergency shelter*
 - *Food preparation space*
 - *Staff have a formal connection to City and County emergency managers*

II. Requirement 3. Community Engagement and Collaborative Governance Plan

Development of a Climate Resilience and Sustainability Board (CRSB).

Transition from existing Sustainability Action Subcommittee (under direction of City Council, 2+ years of design and community engagement and development of detailed sustainability plan) to a mayor-appointed, CRSB. Per existing Spokane Municipal Code, this would represent an elevation of the work and goals of the previous subcommittee to an 11-member, all-volunteer, community-led group that would reflect a “broad range of opinion, experience, socio-economic levels, races, ages and expertise.” The CRSB will be responsible for updating the City’s climate and sustainability plans to meet greenhouse gas emission reduction targets, plan for climate resilience, and identify strategies to “limit the impacts of climate change in vulnerable communities.” The CRSB will play a vital role in our community engagement plan for our proposed grant activities due its existence at the intersection of community participation and municipal climate action. The CRSB will work together with the Spokane Community Resilience Collaborative (SCRC), facilitated by the Gonzaga Climate Institute.

Collaborating Entity.

As a collaborating entity with the Gonzaga Climate Institute, the City will coordinate the installation of the solar arrays and battery backup systems at the City-owned community centers and public libraries in compliance with subaward agreement requirements and regulations, including 2 CFR 200.331 and EPA’s Subaward Policy. The City will actively participate in the SCRC. The City will submit accurate subaward expenses in a timely fashion to the Lead Applicant and provide quarterly/annual status reports. The City will also complete all subaward scope of work according to the agreed-upon timeline.

III. Requirement 4. Community Strength Plan

The City will partner with the Lead Applicant to broadly advertise contracting opportunities.

Administration & Timeline

Key Activity	Details	Timeline
Climate Action Strategies	<p><i>Create/Improve Capacity of 4 Community Resilience Hubs</i></p> <ul style="list-style-type: none"> - Install backup battery capacity and onsite solar at 2 City-owned community centers and 2 public libraries <ul style="list-style-type: none"> o Solicit bids o Select bid and sign contract o Installation 	<p>Q2-Q4 2025 Q4 2025 Q1 2026 - Q1 2027</p>

Subaward Budget

	Item	Cost
Staff time	Year 1 Emergency management staff time: 10 hours per month, for 12 months- (\$62/hour) + benefits @36.3% rate + 4% cost of living increase	\$10,546
	Year 2 Emergency management staff time: 10 hours per month, for 12 months- (\$62/hour) + benefits @36.3% rate + 4% cost of living increase	\$10,968
	Year 3 Emergency management staff time: 10 hours per month, for 12 months- (\$62/hour) + benefits @36.3% rate + 4% cost of living increase	\$11,407
	<i>Years 1-3 Total Emergency Management Cost:</i>	<i>\$32,921</i>
	Year 1 Project Coordinator staff time: 160 hours per month (FTE), for 12 months- (\$37/hour) + benefits @36.3% rate + 4% cost of living increase	\$100,701
	Year 2 Project Coordinator staff time: 160 hours per month (FTE), for 12 months- (\$37/hour) + benefits @36.3% rate + 4% cost of living increase	\$104,729
	Year 3 Project Coordinator staff time: 160 hours per month (FTE), for 12 months- (\$37/hour) + benefits @36.3% rate + 4% cost of living increase	\$108,918
	<i>Years 1-3 Total Program Coordinator Cost:</i>	<i>\$314,347</i>
		Total Staff Salary Cost:
Project costs	Climate Action Strategies – Climate Resilience Hubs (backup battery & solar panels at 2 hubs)	\$7,292,050
	Total Project Cost:	\$7,639,318
Indirect costs	De-minimus 15% of modified total direct costs	\$52,091
Grand Total (Salaries & Project Costs & Indirect Costs)		\$7,691,409

City of Spokane Subaward

Subaward Grant Contact Name: Sarah Nuss
 Subaward Grant Contact Email: sarah.nuss@spokane.gov
 Grant Agency: EPA

Project Dates: January 1, 2025-December 31, 2027
 PI: Gonzaga Institute for Climate, Water, and the Environment
 Project Title: Spokane Climate Resilience Project

	Year 1			Year 2			Year 3			TOTAL		Total Budget	
	Funds Requested	Matching	Annual Costs	Funds Requested	Matching	Annual Costs	Funds Requested	Matching	Annual Costs	Funds Requested	Matching		
COMPENSATION													
Salaries													
Wages (includes 4% per year COLA)													
	July 1, 2024 - June 30, 2025			July 1, 2025 - June 30, 2026			July 1, 2026 - June 30, 2027						
Emergency Management Director = \$62/hr * 10 hrs per month	7,738		7,738	8,047		8,047	8,369		8,369	24,154		24,154	
Program Coordinator FTE = \$37/hr * 160 hrs per month	73,882		73,882	76,837		76,837	79,910		79,910	230,629		230,629	
Total Salaries & Wages	81,619	-	81,619	84,884	-	84,884	88,279	-	88,279	254,782	-	254,782	
Fringe Benefits (includes 4% per year COLA)													
Emergency Management Director Fringe Benefits	36.3%	2,809	-	2,809	2,921	-	2,921	3,038	-	3,038	8,768	-	8,768
Program Coordinator Staff Fringe Benefits	36.3%	26,819	-	26,819	27,892	-	27,892	29,007	-	29,007	83,718	-	83,718
Total Fringe Benefits	29,628	-	29,628	30,813	-	30,813	32,045	-	32,045	92,486	-	92,486	
TOTAL COMPENSATION	111,247	-	111,247	115,697	-	115,697	120,324	-	120,324	347,268	-	347,268	
NON-COMPENSATION EXPENSES													
Permanent Computers & Equipment >\$5,000													
WCCC - Rooftop Solar	388,800		388,800							388,800		388,800	
WCCC - Carport Solar array	252,000		252,000							252,000		252,000	
WCCC - Battery	421,800		421,800							421,800		421,800	
WCCC - switch	163,000		163,000							163,000		163,000	
WCCC - Switch Installation	95,000		95,000							95,000		95,000	
WCCC - engineering cost	92,442		92,442							92,442		92,442	
NECC - Rooftop Solar	343,200		343,200							343,200		343,200	
NECC - Carport Solar	240,000		240,000							240,000		240,000	
NECC - Battery	1,389,600		1,389,600							1,389,600		1,389,600	
NECC - switch	163,000		163,000							163,000		163,000	
NECC - Switch Installation (Pipe, wire, concrete, trenching)	95,000		95,000							95,000		95,000	
NECC - Engineering	156,156		156,156							156,156		156,156	
SPL - Liberty Park rooftop Solar array	372,000		372,000							372,000		372,000	
SPL - Liberty Park Battery	676,400		676,400							676,400		676,400	
SPL - Liberty Park Switch	163,000		163,000							163,000		163,000	
SPL - Liberty Park Installation (Pipe, wire, concrete, trenching)	95,000		95,000							95,000		95,000	
SPL - Liberty Park engineering	91,448		91,448							91,448		91,448	
SPL - Central Solar Array	309,600		309,600							309,600		309,600	
SPL - Central Battery	1,389,600		1,389,600							1,389,600		1,389,600	
SPL - Central Switch	163,000		163,000							163,000		163,000	
SPL - Central Installation (Pipe, wire, concrete, trenching)	95,000		95,000							95,000		95,000	
SPL - Central engineering	137,004		137,004							137,004		137,004	
Total Permanent Computers & Equipment	7,292,050	-	7,292,050	-	-	-	-	-	-	7,292,050	-	7,292,050	
Domestic Travel:													
Mileage (Local Travel)													
Parking													
Taxi / Shuttle													
Conference Registration Fees													
Miscellaneous Travel Expense													
Total Domestic Travel	-	-	-	-	-	-	-	-	-	-	-	-	
Total Travel	-	-	-	-	-	-	-	-	-	-	-	-	
Participant Support													
Participant Stipend													
Participant Tuition													
Student Travel to Conferences													
Student Housing for students													
Student Research Stipend													
Total Participant Support	-	-	-	-	-	-	-	-	-	-	-	-	
Supplies:													
Office Supplies													
Research & Lab Supplies, Consumables													
Instructional Supplies													
Postage													
Facility Publications Costs													
Duplicating / Printing													
Subscriptions & Reference Books													
Total Supplies	-	-	-	-	-	-	-	-	-	-	-	-	
Computers & Equipment Supplies <\$5,000													
Research Lab Equipment (under \$1,500 per item)													
Total Computers & Equipment Supplies	-	-	-	-	-	-	-	-	-	-	-	-	
Service Fees/Contracts													
Total Service Fees	-	-	-	-	-	-	-	-	-	-	-	-	
Subawards													
Subaward													
Total Subaward	-	-	-	-	-	-	-	-	-	-	-	-	
Other Misc													
Publication													
Dues, Fees & Memberships													
Total Other Misc	-	-	-	-	-	-	-	-	-	-	-	-	
TOTAL NON-COMPENSATION EXPENSES	7,292,050	-	7,292,050	-	-	-	-	-	-	7,292,050	-	7,292,050	
TOTAL DIRECT COSTS	7,403,297	-	7,403,297	115,697	-	115,697	120,324	-	120,324	7,639,318	-	7,639,318	
TOTAL MTDC (DC minus equipment >\$5,000; Participant Costs)	111,247	-	111,247	115,697	-	115,697	120,324	-	120,324	347,268	-	347,268	
INDIRECT COSTS (15% of modified total direct costs)	16,687	-	16,687	17,355	-	17,355	18,049	-	18,049	52,091	-	52,091	
TOTAL PROJECT COSTS	7,419,984	-	7,419,984	133,052	-	133,052	138,373	-	138,373	7,691,409	-	7,691,409	


NOTES ENTER INTO PAW

2 CFR 200 was updated as of 10/1/24 to allow de minimus IDC shift from 10% to 15%. This budget has been updated to this higher rate.

Attachment 6

Notice of Award (NOA) and any additional documents

- The following pages include the NOA and if applicable any additional documentation referenced throughout this Subaward.
- Not incorporating the NOA or any additional documentation to this Subaward.

	U.S. ENVIRONMENTAL PROTECTION AGENCY Grant Agreement	GRANT NUMBER (FAIN): 02J85301 MODIFICATION NUMBER: 0 PROGRAM CODE: 5F	DATE OF AWARD 12/04/2024
		TYPE OF ACTION New	MAILING DATE 12/09/2024
		PAYMENT METHOD: ASAP	ACH# 3030
		RECIPIENT TYPE: Private University	
RECIPIENT: THE CORPORATION OF GONZAGA UNIVERSITY 502 E Boone Ave., AD Box 69 Spokane, WA 99258-0069 EIN: 91-0236600		PAYEE: THE CORPORATION OF GONZAGA UNIVERSITY 502 E Boone Ave., AD Box 69 Spokane, WA 99258-0069	
PROJECT MANAGER Jackie Van Allen E 502 BOONE AVE SPOKANE, WA 99258-0071 Email: vanallen@gonzaga.edu Phone: 509-313-5588		EPA PROJECT OFFICER Deborah Neal 1200 Sixth Ave W., Suite 155 Seattle, WA 98101-3144 Email: Neal.Deborah@epa.gov Phone: 206-553-1465	
EPA GRANT SPECIALIST Lacey Davidson 1200 Sixth Ave W., Suite 155 Seattle, WA 98101-3144 Email: davidson.lacey@epa.gov Phone: 206-553-6291			
PROJECT TITLE AND DESCRIPTION Spokane Climate Resilience Project - transform disadvantaged Spokane communities into healthy, climate resilient, and thriving communities. See Attachment 1 for project description.			
BUDGET PERIOD 01/01/2025 - 12/31/2027	PROJECT PERIOD 01/01/2025 - 12/31/2027	TOTAL BUDGET PERIOD COST \$ 19,921,731.00	TOTAL PROJECT PERIOD COST \$ 19,921,731.00
NOTICE OF AWARD			
<p>Based on your Application dated 03/20/2024 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$ 19,921,731.00. EPA agrees to cost-share <u>100.00%</u> of all approved budget period costs incurred, up to and not exceeding total federal funding of \$ 19,921,731.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.</p>			
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE	
ORGANIZATION / ADDRESS U.S. EPA, Region 10, EPA Region 10 Mail Code: 17-C04, 1200 Sixth Avenue, Suite 155 Seattle, WA 98101		ORGANIZATION / ADDRESS U.S. EPA, Region 10, Mission Support Division R10 - Region 10 1200 Sixth Ave W., Suite 155 Seattle, WA 98101-3144	
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY			
Digital signature applied by EPA Award Official Andrea Manion - Grants Management Officer			DATE 12/04/2024

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$ 0	\$ 19,921,731	\$ 19,921,731
EPA In-Kind Amount	\$ 0	\$ 0	\$ 0
Unexpended Prior Year Balance	\$ 0	\$ 0	\$ 0
Other Federal Funds	\$ 0	\$ 0	\$ 0
Recipient Contribution	\$ 0	\$ 0	\$ 0
State Contribution	\$ 0	\$ 0	\$ 0
Local Contribution	\$ 0	\$ 0	\$ 0
Other Contribution	\$ 0	\$ 0	\$ 0
Allowable Project Cost	\$ 0	\$ 19,921,731	\$ 19,921,731

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.616 - Environmental and Climate Justice Block Grant Program	Clean Air Act: Sec. 138	2 CFR 200, 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	25125WB019	2226	BSF5	WF	000W57XK1	4140	-	-	\$ 19,921,731
									\$ 19,921,731

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$ 525,575
2. Fringe Benefits	\$ 119,496
3. Travel	\$ 0
4. Equipment	\$ 0
5. Supplies	\$ 26,990
6. Contractual	\$ 26,000
7. Construction	\$ 0
8. Other	\$ 18,976,290
9. Total Direct Charges	\$ 19,674,351
10. Indirect Costs: 0.00 % Base	\$ 247,380
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %)	\$ 19,921,731
12. Total Approved Assistance Amount	\$ 19,921,731
13. Program Income	\$ 0
14. Total EPA Amount Awarded This Action	\$ 19,921,731
15. Total EPA Amount Awarded To Date	\$ 19,921,731

Attachment 1 - Project Description

This agreement provides funding under the Inflation Reduction Act (IRA) to Gonzaga Institute for Climate, Water, and the Environment (Climate Institute). Specifically, this project will to strengthen climate resilience, mitigate local pollution, and improve indoor air quality. The activities include: retrofitting homes with heat pumps and air filtration systems; building the capacity of five community resilience hubs, expanding participation in a climate planning certificate program, and establishing a fund to support community organizations' work to strengthen climate resilience and mitigate pollution.

The anticipated deliverables include 300 homes retrofitted with heat pumps and air filtration systems, five community relief hubs established, 10 engagement hubs established, nine people trained in climate planning, 40 wildfire smoke and community resilience trainings given, and \$2.6 million distributed to community-based non-profit organizations to fund climate resilience work.

The expected outcomes include: reduction in greenhouse gas emissions; increased community participation in climate action projects; improved environmental justice through the empowerment of the disadvantaged community; and enhanced resilience during extreme weather events and wildfire smoke.

The intended beneficiaries are disadvantaged communities.

City of Spokane will install backup battery capacity and onsite solar at two city-owned community centers and two libraries, as well as establish a Spokane Community Resilience Network of community relief hubs and engagement hubs. Spokane Neighborhood Action Partners will provide new heat pumps and air quality sensors to an estimated 300 households. The Carl Maxey Center will install a hybrid heat pump as well as other features necessary to become a community resilience hub. \$2.6 million will be distributed to community-based non-profit organizations to fund climate resilience work.

Administrative Conditions

General Terms and Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2024-or-later>.

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>.

A. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

- Federal Financial Reports (SF-425): rtpfc-grants@epa.gov
- MBE/WBE reports (EPA Form 5700-52A): R10grants@epa.gov
- All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: R10grants@epa.gov
- Requests for Extensions of the Budget and Project Period, Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables, Amendment Requests, Requests for other Prior Approvals: Neal.Deborah@epa.gov
- Administrative questions and issues: davidson.lacey@epa.gov

Programmatic Conditions

The recipient agrees to comply with the current EPA Community Change Grants Programmatic Terms and Conditions, available at: <https://www.epa.gov/inflation-reduction-act/epa-community-change-grants-program-terms-and-conditions>

These terms and conditions are in addition to the [General Terms and Conditions](#), additional programmatic terms and conditions, and the administrative terms and conditions included in the EPA award document.

END OF DOCUMENT

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 01/27/2025**Committee Agenda type:** Discussion**Date Rec'd**

1/22/2025

Clerk's File #**Cross Ref #****Project #****Council Meeting Date:** 02/24/2025**Submitting Dept**

HUMAN RESOURCES

Bid #**Contact Name/Phone**

ALLISON ADAM 6383

Requisition #**Contact E-Mail**

AADAM@SPOKANECITY.ORG

Agenda Item Type

Special Budget Ordinance

Council Sponsor(s)

PDILLON MCATHCART

Sponsoring at Administrators Request

NO

Lease? NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

0620 SPECIAL BUDGET ORDINANCE- Q1 2025 HR RANGE CHANGES

Agenda Wording

Special Budget Ordinance- Q1 2025 HR Salary Range Changes

Summary (Background)

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

What impacts would the proposal have on historically excluded communities?

N/A recurring HR admin task

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 HR admin task

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

N/A recurring HR admin task

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

Ensures compensation equity

Council Subcommittee Review

N/A; doesn't exist

Fiscal Impact			
Approved in Current Year Budget? NO			
Total Cost		\$ \$71,000-\$105,000+	
Current Year Cost		\$ \$71,000-\$105,000+	
Subsequent Year(s) Cost		\$	
<u>Narrative</u>			
For SPNs with former ranges, Citywide: \$71,000 - \$105,000 and General Fund: \$29,000 - \$41,000. However, with SPNs without a former range, indeterminable.			
Amount		Budget Account	
Select	\$		#
Select	\$		#
Select	\$		#
Select	\$		#
Select	\$		#
Select	\$		#
Funding Source Recurring			
Funding Source Type Reserves			
Is this funding source sustainable for future years, months, etc?			
No, additional revenues or a reduction of expenses will need to occur to accommodate this in future years.			
Expense Occurrence		Recurring	
Other budget impacts (revenue generating, match requirements, etc.)			
Personnel budgets will not be increased for these changes. Existing personnel budgets are expected to cover the increased expense due to vacancy savings. If vacancy savings aren't sufficient, the increase will be funded with reserves or unappropriated fund balance.			
Approvals		Additional Approvals	
Dept Head	ADAM, ALLISON	MANAGEMENT &	STRATTON, JESSICA
Division Director	ADAM, ALLISON		
Accounting Manager	BAIRD, CHRISTI		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		
Distribution List			

Council Briefing Paper

Finance & Administration Committee

Committee Date	01/27/2025																																																																											
Submitting Department	Human Resources																																																																											
Contact Name	Allison Adam, Director of HR																																																																											
Contact Email & Phone	aadam@spokanecity.org																																																																											
Council Sponsor(s)	CM Dillon & CM Cathcart																																																																											
Select Agenda Item Type	<input checked="" type="checkbox"/> Discussion Time Requested: 5min																																																																											
Agenda Item Name	Special Budget Ordinance – Q1 2025 HR Range Changes																																																																											
Grant Item	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																																																																											
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda																																																																											
<p>Summary</p> <p>What is the specific purpose or need for the budget adjustment?</p> <p>What changes or developments have triggered this request?</p>	<p>The City's Human Resources department conducted an internal and external salary analysis of the below positions due to a change in duties and job responsibilities. The individual positions effected by the salary analysis are listed below. Upon approval, these range changes will be put into effect in the HR system and incumbents' pay will be adjusted.</p> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="width: 8%;">Unio n</th> <th style="width: 8%;">SPN/ Job Cod e</th> <th style="width: 20%;">Title</th> <th style="width: 8%;">From Grad e</th> <th style="width: 8%;">To Grad e</th> <th style="width: 12%;">Former Range</th> <th style="width: 12%;">New Range</th> </tr> </thead> <tbody> <tr> <td colspan="7">Civil Service Request</td> </tr> <tr> <td>Local 270</td> <td>520</td> <td>Water Hydroelectric Maintenance Technician</td> <td>-0-</td> <td>33</td> <td>-0-</td> <td>\$51,030.72 - \$79,803.30</td> </tr> <tr> <td>Local 270</td> <td>302</td> <td>Enforcement Specialist</td> <td>36</td> <td>39</td> <td>\$54,225.36- \$84,689.28</td> <td>\$56,543.04- \$91,955.52</td> </tr> <tr> <td>Local 270</td> <td>302C</td> <td>Certified Enforcement Specialist</td> <td>39</td> <td>-0-</td> <td>\$56,543.04- \$91,955.52</td> <td>-0-</td> </tr> <tr> <td>MPB</td> <td>214</td> <td>Field Engineer</td> <td>44</td> <td>45</td> <td>\$76,546.08- \$108,722.1 6</td> <td>\$78,467.04- \$111,227.76</td> </tr> <tr> <td>MPB</td> <td>051</td> <td>Administrativ e Manager</td> <td>37</td> <td>40</td> <td>\$64,581.84- \$91,350.00</td> <td>\$69,467.76- \$98,428.32</td> </tr> <tr> <td>MPB</td> <td>152</td> <td>Digital Forensics Analyst</td> <td>-0-</td> <td>49</td> <td>-0-</td> <td>\$86,359.68- \$121,793.04</td> </tr> <tr> <td>MPA</td> <td>718</td> <td>Community Economic Development Operations Manager</td> <td>-0-</td> <td>58</td> <td>-0-</td> <td>\$109,807.92 - \$154,136.16</td> </tr> <tr> <td>MPB</td> <td>123</td> <td>Sr. Treasury Specialist</td> <td>-0-</td> <td>44</td> <td>-0-</td> <td>\$76,545.08- \$108,722.16</td> </tr> </tbody> </table>						Unio n	SPN/ Job Cod e	Title	From Grad e	To Grad e	Former Range	New Range	Civil Service Request							Local 270	520	Water Hydroelectric Maintenance Technician	-0-	33	-0-	\$51,030.72 - \$79,803.30	Local 270	302	Enforcement Specialist	36	39	\$54,225.36- \$84,689.28	\$56,543.04- \$91,955.52	Local 270	302C	Certified Enforcement Specialist	39	-0-	\$56,543.04- \$91,955.52	-0-	MPB	214	Field Engineer	44	45	\$76,546.08- \$108,722.1 6	\$78,467.04- \$111,227.76	MPB	051	Administrativ e Manager	37	40	\$64,581.84- \$91,350.00	\$69,467.76- \$98,428.32	MPB	152	Digital Forensics Analyst	-0-	49	-0-	\$86,359.68- \$121,793.04	MPA	718	Community Economic Development Operations Manager	-0-	58	-0-	\$109,807.92 - \$154,136.16	MPB	123	Sr. Treasury Specialist	-0-	44	-0-	\$76,545.08- \$108,722.16
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Local 270	193F 1	Geographic Information Systems (GIS) Technician I	-0-	35	-0-	\$53,264.88-\$83,039.76
Local 270	193F 2	GIS Technician II	-0-	40	-0-	\$57,378.24-\$94,523.76
MPB	194F 1	GIS Analyst I	-0-	42	-0-	\$72,745.92-\$103,251.60
MPB	194F 2	GIS Analyst II	-0-	45	-0-	\$78,467.04-\$111,227.76
MPB	195	Sr. GIS Analyst	-0-	49	-0-	\$86,359.68-\$121,793.04
MPB	196	GIS Manager	-0-	54	-0-	\$98,177.76-\$139,812.48
Local 270	291F 1	Technical Services Specialist I	-0-	32	-0-	\$49,986.72-\$78,320.88
Local 270	291F 2	Technical Services Specialist II	-0-	38	-0-	\$55,561.68-\$88,927.92
Local 270	292	Sr. Technical Services Specialist	-0-	41	-0-	\$58,359.60-\$96,027.12
MPB	293	Technical Services Manager	-0-	54	-0-	\$98,177.76-\$139,812.48
MPB	294F 1	IT Analyst I	-0-	42	-0-	\$72,745.92-\$103,251.60
MPB	294F 2	IT Analyst II	-0-	45	-0-	\$78,467.04-\$111,227.76
MPB	295	Sr. IT Analyst	-0-	49	-0-	\$86,359.68-\$121,793.04
MPB	296	IT Supervisor	-0-	52	-0-	\$92,811.60-\$132,045.12
MPB	297	Principal IT Analyst	-0-	52	-0-	\$92,811.60-\$132,045.12
MPB	298	Information Technology Manager	-0-	54	-0-	\$98,177.76-\$139,812.48
MPB	299	Sr. Information Technology Manager	-0-	58	-0-	\$108,471.60-\$154,574.64

Fiscal Impact

Approved in current year budget? Yes No N/A

Total Cost: For SPNs with former ranges, Citywide: \$71,000 - \$105,000 and General Fund: \$29,000 - \$41,000. However, for SPNs without a former range, indeterminable.

Current year cost: For SPNs with former ranges, Citywide: \$71,000 - \$105,000 and General Fund: \$29,000 - \$41,000. However, for SPNs without a former range, indeterminable.

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

Funding Source One-time Recurring N/A

Specify funding source: Reserves

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

Expense Occurrence One-time Recurring N/A

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

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

- What are the net impacts this adjustment will have on the specifically affected line items?
No budget change will be made, but personnel expenses will change in the effected Funds.
- What operational changes will occur because of this adjustment?
No operational changes.
- What are the potential risks or consequences of not approving the budget adjustment?
If the City's compensation plan and/or job classifications are left unchanged, there is a risk of losing parity with the compensation plans of outside organizations, resulting in difficulty hiring or retaining existing employees.
- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?
Ensures compensation equity.

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

Ensure compensation equity

ORDINANCE NO _____

AN ORDINANCE AMENDING ORDINANCE NO. C36626, PASSED BY THE CITY COUNCIL ON DECEMBER 9, 2024, AND ENTITLED IN PART “AN ORDINANCE ADOPTING A BIENNIAL BUDGET FOR THE CITY OF SPOKANE”, MAKING APPROPRIATION ADJUSTMENTS FOR YEAR 2025, AND DECLARING AN EMERGENCY.

WHEREAS, subsequent to the adoption of the biennial budget Ordinance No. C36626, as above entitled in part, and which passed the City Council December 9, 2024, it is necessary to make changes in the appropriations of the various Funds listed below, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

NOW, THEREFORE, the City Council of Spokane does ordain:

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

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

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	051	Administrative Manager	37	40	\$64,582-\$91,350	\$69,468-\$98,428

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

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	214	Field Engineer	44	45	\$76,546-\$108,722	\$78,467-\$111,228

- 3) Change the grade and associated pay range for the Community Economic Development Operations Manager position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-A	718	Community Economic Development Operations Manager	N/A	58	N/A	\$109,808-\$154,136

- 4) Change the grade and associated pay range for the Digital Forensics Analyst position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	152	Digital Forensics Analyst	N/A	49	N/A	\$86,360-\$121,793

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

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	123	Senior Treasury Specialist	N/A	44	N/A	\$76,545-\$108,722

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

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

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	051	Administrative Manager	37	40	\$64,582-\$91,350	\$69,468-\$98,428

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

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

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
Local270	302	Enforcement Specialist	36	39	\$54,225-\$84,689	\$56,543-\$91,956

- 2) Change the grade and associated pay range for the Certified Enforcement Specialist position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
Local270	302C	Certified Enforcement Specialist	39	N/A	\$56,543-\$91,956	N/A

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

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

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	051	Administrative Manager	37	40	\$64,582-\$91,350	\$69,468-\$98,428

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

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

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	051	Administrative Manager	37	40	\$64,582-\$91,350	\$69,468-\$98,428

- 2) Change the grade and associated pay range for the Water Hydroelectric Maintenance Technician position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
Local270	520	Water Hydroelectric Maintenance Technician	N/A	33	N/A	\$51,031-\$79,803

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

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

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	051	Administrative Manager	37	40	\$64,582-\$91,350	\$69,468-\$98,428

Section 7. That in the budget of the Information Technology/ Management Information Services Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Change the grade and associated pay range for the Geographic Information Systems (GIS) Technician I position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
Local270	193F1	GIS Technician I	N/A	35	N/A	\$53,265-\$83,040

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

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
Local270	193F2	GIS Technician II	N/A	40	N/A	\$57,378-\$94,524

- 3) Change the grade and associated pay range for the GIS Analyst I position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	194F1	GIS Analyst I	N/A	42	N/A	\$72,746-\$103,252

- 4) Change the grade and associated pay range for the GIS Analyst II position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	194F2	GIS Analyst II	N/A	45	N/A	\$78,467-\$111,228

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

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	195	Senior GIS Analyst	N/A	49	N/A	\$86,360- \$121,793

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

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	196	GIS Manager	N/A	54	N/A	\$98,178- \$139,812

- 7) Change the grade and associated pay range for the Technical Services Specialist I position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
Local270	291F1	Technical Services Specialist I	N/A	32	N/A	\$49,987- \$78,321

- 8) Change the grade and associated pay range for the Technical Services Specialist II position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
Local270	291F2	Technical Services Specialist II	N/A	38	N/A	\$55,562- \$88,928

- 9) Change the grade and associated pay range for the Senior Technical Services Specialist position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
Local270	292	Senior Technical Services Specialist	N/A	41	N/A	\$58,360- \$96,027

- 10) Change the grade and associated pay range for the Technical Services Manager position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	293	Technical Services Manager	N/A	54	N/A	\$98,178- \$139,812

- 11) Change the grade and associated pay range for the Information Technology (IT) Analyst I position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	294F1	IT Analyst I	N/A	42	N/A	\$72,746- \$103,252

- 12) Change the grade and associated pay range for the IT Analyst II position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	294F2	IT Analyst II	N/A	45	N/A	\$78,467- \$111,228

13) Change the grade and associated pay range for the Senior IT Analyst position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	295	Senior IT Analyst	N/A	49	N/A	\$86,360- \$121,793

14) Change the grade and associated pay range for the IT Supervisor position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	296	IT Supervisor	N/A	52	N/A	\$92,812- \$132,045

15) Change the grade and associated pay range for the Principal IT Analyst position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	297	Principal IT Analyst	N/A	52	N/A	\$92,812- \$132,045

16) Change the grade and associated pay range for the IT Manager position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	298	IT Manager	N/A	54	N/A	\$98,178- \$139,812

17) Change the grade and associated pay range for the Senior IT Manager position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	299	Senior IT Manager	N/A	58	N/A	\$108,472- \$154,575

Section 8. That in the budget of the Development Services Center/ Building Services Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

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

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	051	Administrative Manager	37	40	\$64,582- \$91,350	\$69,468- \$98,428

Section 9. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to adjust pay ranges to align with salary analysis, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 01/27/2025**Committee Agenda type:** Discussion**Date Rec'd**

1/22/2025

Clerk's File #**Cross Ref #****Project #****Council Meeting Date:** 02/24/2025**Submitting Dept**

MAYOR

Bid #**Contact Name/Phone**

MATT BOSTON 6820 / 6779

Requisition #**Contact E-Mail**

MBOSTON@SPOKANECITY.ORG;

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

PDILLON

Sponsoring at Administrators Request

NO

Lease? NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

MID-BIENNIAL REVIEW PROCESS

Agenda Wording

An ordinance relating to the mid-biennial review process; amending Sections 07.01.020, 07.14.010, and 07.14.030 of the Spokane Municipal Code; repealing Section 07.14.040 of the Spokane Municipal Code.

Summary (Background)

Pursuant to RCW 35.34.130, the City Council hereby provides for a mid-biennium review and modification of the biennial budget.

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?

This proposal aligns with RCW 35.34.130 which requires cities and towns to conduct a mid-biennial review and modification of the biennial budget.

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	\$
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<u>Narrative</u>	
Amount	Budget Account
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Funding Source	N/A
Funding Source Type	Select
Is this funding source sustainable for future years, months, etc?	
Expense Occurrence	N/A
Other budget impacts (revenue generating, match requirements, etc.)	
Approvals	
Dept Head	SCOTT, ALEXANDER
Division Director	
Accounting Manager	BAIRD, CHRISTI
Legal	SCHOEDEL, ELIZABETH
For the Mayor	PICCOLO, MIKE
Distribution List	
	mboston@spokanecity.org
amcdaniel@spokanecity.org	

ORDINANCE NO. C - _____

An ordinance relating to the mid-biennial review process; amending Sections 07.01.020, 07.14.010, and 07.14.030 of the Spokane Municipal Code; repealing Section 07.14.040 of the Spokane Municipal Code.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 07.01.020 of Chapter 07.01 of the Spokane Municipal Code is amended to read follows:

Section 07.01.020 Mid-Biennial Review and Modification

- A. Pursuant to RCW 35.34.130, the City Council hereby provides for a mid-biennium review and modification of the biennial budget. Such review and modification shall occur no sooner than (8) months after the start of the first year of the fiscal biennium and no later than ~~((the first regularly scheduled City Council meeting in November))~~ December 15 of the first year of each biennial budget. The Mayor shall prepare proposed budget modifications to be effective the following January 1st and shall provide for publication of notice of hearing consistent with the publication of notices for adoption of ordinances.
- B. At the hearing considering the mid-biennial budget review and modifications, the City Council may, by ordinance, approve such modifications to the budget as it deems necessary or proper and consistent with RCW 35.34.130. A complete copy of the budget modifications as adopted shall be transmitted to the Division of Municipal Corporations in the office of the State Auditor and to the Association of Washington Cities as required by RCW 35.34.130.

Section 2. That Section 07.14.010 of Chapter 07.14 of the Spokane Municipal Code is amended to read follows:

Section 07.14.010 Deadline to Submit Estimates of Sources of Revenue

- A. In accord with the requirements of ~~((RCW 35.33.135))~~ RCW 35.34.230, ~~((on the))~~ not later than the first Monday of October of ((each year)) the second year of the biennium or such earlier time as may be mutually convenient), the mayor shall provide the city council with current information on estimates of revenues from all sources as adopted in the budget for the current ~~((year))~~ biennium, together with

estimates submitted by the clerk/city budget director under ~~((RCW 35.33.051))~~
RCW 35.34.070.

- B. The city council and the mayor or his or her designated representative shall consider the City's total anticipated financial requirements for the ensuing fiscal ~~((year))~~ biennium, and the city council shall determine and fix by ordinance the amount to be raised the first year of the biennium by ad valorem taxes.
- C. The city council shall review such information as is provided by the mayor or his or her designated representative and shall adopt an ordinance establishing the amount to be raised by ad valorem taxes during the second year of the biennium.
- D. Upon adoption of the ordinance fixing the amount of ad valorem taxes to be levied, the clerk/budget director shall certify the same to the board of county commissioners as required by RCW 84.52.020.

Section 3. That Section 07.14.030 of Chapter 07.14 of the Spokane Municipal Code is amended to read follows:

Section 07.14.030 Budget Monitoring and Review

- A. The Finance, Treasury and Administration Division shall provide regular, monthly, financial reports including budget-to-actual data for the General Fund and any other key fund(s), as necessary. The reports will be provided to the City Council as soon as reasonably available upon the closing of the period.
 - 1. As part of the regular monthly reports, a summary of the General Fund budgeted revenue and expenditures shall be provided with estimates of beginning and ending fund balance and reserves with presumptions and trends, and, when available, council budget staff outlooks defined in the estimates.
 - 2. In the month following the end of a quarter's Finance and Administration Committee Meeting, the Management and Budget Department will provide a summary of potential financial or operational issues that may impact the City's overall financial position, either positively or negatively, based on analysis of actuals relative to the approved budget.
 - 3. In the month following the end of the quarter, the Management and Budget Department will provide proposed ~~((budget amendments))~~ special budget ordinances as deemed appropriate based on operational activities, grant or contract awards, financial projections, or other relative information. City Council will determine which proposed ~~((budget amendments))~~ special budget ordinances will proceed for the approval process. ~~((via a special budget~~

~~ordinance. The special budget ordinance will be scheduled for approval accordingly.))~~

B. The Finance, Treasury and Administration Division shall provide a pre-audit year-end financial report for the General Fund, and any other key fund deemed appropriate. The report will include relative fund/reserve balances for the General Fund. The report will be provided to the City Council as soon as reasonable and reliable financial information is available following the close of the fiscal year, but no later than the end of ~~((May))~~ June.

C. Based on analysis of financial activity from the previous fiscal year, as reported in the pre-audit year-end financial report, the Finance, Treasury and Administration Division shall provide:

1. An update to the General Fund Five-Year Forecast based on all known or expected revenues and expenditures. The General Fund Five-Year Forecast will include the current ~~((year's))~~ biennium's budget ~~((, current year projections,))~~ and updated projections ~~((including projections))~~ for the subsequent four years and, when available, council budget staff projections for the same periods. The report will be provided to the City Council by the ~~((May))~~ July Finance and Administration Committee meeting.

~~2. Focused discussion on current year General Fund "summary type code" accounts (both within the General Fund and supported by the General Fund) that have a materiality level of a budgeted 5% of overall expenditures and/or is projected to be +/- of \$250,000 of its annual budget allocation.~~

2. During even years, ((By)) at the ((May)) November Finance and Administration Committee meeting, the Administration will provide a recommendation to the City Council which, via Special Budget Ordinance, ((rectifies the)) resolves any material budget ((inaccuracies)) variances ((identified within SMC 07.14.030 (C)(2) to fall below thresholds identified)).
During odd years, material budget variances will be resolved via the mid-biennium modification period identified within SMC 07.01.020.

D. The Finance, Treasury and Administration Division, and other senior administration personnel and cabinet members, shall, upon concurrence of the mayor, make themselves available for budget deliberations with the City Council on a ~~((monthly))~~ bimonthly basis, or more frequently as mutually agreed with the mayor. The city council shall ~~((set aside its regular))~~ establish bimonthly study sessions on the second Thursday of each month, if coinciding with a holiday, the third Thursday shall be set aside for budget presentations and discussions with program managers, cabinet-level department heads, and senior level administrators. The Administration should make other staff members available as necessary or beneficial to the content of the planned discussion. The ~~((monthly))~~ bimonthly study sessions shall be held in a location that allows for real-time public viewing of the

study session via a live telecast or streaming in the same manner as regular briefing and legislative session of the city council.

Section 4. That Section 07.14.040 of Chapter 07.14 of the Spokane Municipal Code is repealed.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 01/27/2025**Committee Agenda type:** Information Only**Date Rec'd**

1/16/2025

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

FINANCE, TREASURY & ADMIN

Bid #**Contact Name/Phone**

CONNER 625-6091

Requisition #**Contact E-Mail**

WTHORNE@SPOKANECITY.ORG

Agenda Item Type

Information Only - Committee

Council Sponsor(s)

PDILLON

Sponsoring at Administrators Request

NO

Lease? NO**Grant Related?** NO**Public Works?****Agenda Item Name**

0410 - Q4 2024 INVESTMENT REPORT

Agenda Wording

Q4 2024 Investment Report

Summary (Background)

Q4 2024 Investment Report

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

Council Subcommittee Review

N/A

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	\$
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<u>Narrative</u>	
Amount	Budget Account
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Funding Source	N/A
Funding Source Type	Select
Is this funding source sustainable for future years, months, etc?	
Expense Occurrence	N/A
Other budget impacts (revenue generating, match requirements, etc.)	
Approvals	Additional Approvals
<u>Dept Head</u>	
<u>Division Director</u>	
<u>Accounting Manager</u>	
<u>Legal</u>	
<u>For the Mayor</u>	
Distribution List	



CITY OF SPOKANE

Quarterly Investment Report

As of December 31, 2024

December 31, 2024

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

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

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

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

Investment Portfolio Benefits all Funds

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

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

Current Cash and Investment Summary

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

Quarterly Investment Report

Portfolio Category	September 30, 2024	December 31, 2024	Percent of Total
Cash & Equivalents	26,545,716	51,078,306	15.88%
Fixed Income Investments	270,816,310	237,941,979	73.97%
SIP Internal Loans	30,838,313	32,648,487	10.15%
TOTAL	328,200,338	321,668,772	100.00%

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

Securities in the City's portfolio are priced according to market values provided by Bank of New York Mellon at the end of each month. In some cases, the City may have investments with a current market value that is greater or less than the recorded value. These changes in market value are due to fluctuations in the marketplace having no effect on yield, as the City does not intend to sell securities prior to maturity. Nevertheless, these market changes will impact the total value of the portfolio as reported. At December 31, 2024, the market value of the portfolio was \$6,642,809.58 less than the cost basis. The difference is an unrealized loss due to the inverse relationship between interest rates and market values as it relates to the fixed income portion of the City's investment portfolio.

The portfolio's average *yield to maturity* as of December 31, 2024 was 3.44%. The effective *rate of return* for the 4th quarter was 3.34%.

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

Summary of Activity for the Quarter and Future Liquidity

With the exception of periods impacted by the pandemic, cash receipts and disbursements are generally consistent with past trends for the quarter. The cash management program contains enough liquidity to meet at least the next three months of expected expenditures by the City, which are forecasted at \$221MM.

Investment Portfolio Activities:

- **Maturities:**
 - US Treasury – due 12/31, 1-YEAR @ 4.59% \$5MM
 - US Treasury – due 12/31, 1-YEAR @ 4.59% \$5MM

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

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

DISTRIBUTION LIST

Administration

Lisa Brown – Mayor

City Council

Betsy Wilkerson – Council President

Jonathan Bingle – Councilmember

Kitty Klitzke – Councilmember

Lili Navarrete - Councilmember

Michael Cathcart – Councilmember

Paul Dillon – Councilmember

Zack Zappone – Councilmember

Investment Oversight Committee

Matt Boston – Chief Financial Officer

Michael Cathcart – Councilmember

Christine Shisler – Retirement

Brian Brill – Community Member

Vacant – Investment Officer

CITY OF SPOKANE

As of December 31, 2024

SUMMARY OF INVESTMENT PORTFOLIO:

CITY OF SPOKANE INVESTMENT PORTFOLIO			
	Percent of Portfolio	Current Yield	Market Value
Checking Account (US Bank)	NA	NA	\$1,394,152
<u>Investments:</u>			
Local Government Investment Pool (LGIP)	15.5%	4.60%	49,684,155
Federal Agency Coupon Securities	44.5%	3.19%	142,536,600
Municipal Bond	10.0%	3.58%	31,869,724
Federal Agency Strip Bonds	10.6%	2.80%	33,933,405
Treasury Coupon Securities	9.2%	3.70%	29,602,250
SIP Loans	10.2%	3.15%	32,648,487
Total Investments	100.0%	3.44%	\$320,274,621
Total Checking Account & Investments			\$321,668,772

SUMMARY OF INVESTMENT PORTFOLIO LIQUIDITY:

INVESTMENT AGING		
	Percent of Portfolio	Par Value
Overnight	15.32%	\$51,078,306
Within Three Months	0.00%	0
Three to Six Months	7.50%	25,000,000
Six Months to One Year	9.32%	31,063,860
One to Two Years	26.61%	88,732,014
Two to Three Years	9.37%	31,252,000
Three to Five Years	25.41%	84,747,612
Five to Seven Years	6.47%	21,583,000
Over Seven Years	0.00%	0
TOTAL	100.0%	\$333,456,793

CITY OF SPOKANE

As of December 31, 2024

INVESTMENT PERFORMANCE VS BENCHMARK:

BENCHMARK COMPARISON

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

Benchmark Comparison for the Quarter Ended 12/31/2024

	<u>Benchmark</u>	<u>12/31/2024</u>	<u>9/30/2024</u>
Average Maturity (yrs)	2.06	2.08	2.24
Average Market Yield	4.30%	3.44%	3.32%
Average Coupon	1.80%	2.81%	2.68%
Total Market Value		\$321,668,772	\$328,200,338

SIP LOAN CAPACITY REPORT:

SIP LOAN CAPACITY		
	Percentage	Amount
Investment Portfolio Balance		\$321,668,772
Less: Bond Proceeds*		733,877
Less: ARPA Funds		16,083,327
Investment Portfolio Balance (Net of Bond Proceeds)	100.00%	\$304,851,569
SIP Loan Capacity per Investment Policy (15%)	15.00%	\$45,727,735
Less: Current SIP loans Issued	10.71%	32,648,487
Net Capacity	4.29%	\$13,079,248

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

CITY OF SPOKANE**SUMMARY OF PORTFOLIO DEBT:**

DEBT AGING		
	Percent of Portfolio	Balance
Within One Year	10.97%	\$46,366,969
1 - 3 Years	17.49%	73,894,901
3 - 5 Years	16.62%	70,227,929
5 - 10 Years	41.82%	176,709,875
10- 15 Years	6.85%	28,947,325
15 - 20 Years	6.26%	26,440,481
TOTAL	100.00%	\$422,587,480



City of Spokane
Positions by Period
Outstanding and Closed Debt Service
10/01/2024 to 12/31/2024
Primary Sort Issue Group, Secondary Sort Issue Group

Issue	Issue Group	Dated Date	Maturity Dates	Range of Rates (%)	Beginning Balance	Bonds Issued	Principal Paid	Interest Paid	Ending Balance
GOB									
LTGO 2015	GOB	2/11/2015	Dec/2027 - 2034	3 to 4	48,305,000.00	0.00	0.00	829,561.25	48,305,000.00
LTGO 2020	GOB	11/30/2020	Dec/2021 - 2026	1.38	11,023,400.00	0.00	3,624,200.00	76,061.46	7,399,200.00
REV 2014	GOB	12/2/2014	Dec/2015 - 2034	3 to 5	119,060,000.00	0.00	8,750,000.00	2,400,763.75	110,310,000.00
UTGO 2015	GOB	1/27/2015	Dec/2021 - 2034	3 to 5	58,775,000.00	0.00	980,000.00	1,133,125.00	57,795,000.00
UTGO 2017	GOB	2/16/2017	Dec/2017 - 2027	4 to 5	11,380,000.00	0.00	2,640,000.00	269,225.00	8,740,000.00
UTGO 2018	GOB	12/20/2018	Dec/2019 - 2041	3.125 to 5	57,105,000.00	0.00	1,160,000.00	1,156,225.00	55,945,000.00
UTGO 2018	GOB	12/20/2018	Dec/2043	3.625	12,900,000.00	0.00	0.00	233,812.50	12,900,000.00
Subtotal					318,548,400.00	0.00	17,154,200.00	6,098,773.96	301,394,200.00
Loans									
CLID #223	Loans	11/1/2014	Nov/2026	3.15	171,576.79	0.00	55,427.93	5,404.67	116,148.86
CLID #224A	Loans	12/31/2015	Dec/2025	3	68,843.26	0.00	33,912.95	2,065.30	34,930.31
PAF 2024 PUBLIC SAFETY	Loans	5/22/2024	Dec/2028	5.14	4,652,745.24	0.00	0.00	0.00	4,652,745.24
PAF ALKI REFUNDED	Loans	6/30/2020	Dec/2025	0.81	1,269,854.19	0.00	64,266.92	5,142.91	1,205,587.27
PAF CHAS DENTAL CLINIC	Loans	7/31/2020	Dec/2025	0.81	601,521.89	0.00	45,441.89	2,436.16	556,080.00
PAF DOWNRIVER GOLF SIP LOAN 20	Loans	5/26/2021	Dec/2026	1.34	2,131,826.63	0.00	78,615.41	14,283.24	2,053,211.22
PAF EAST SPRAGUE RECON PICT	Loans	3/30/2021	Jun/2026	1.21	1,725,004.65	0.00	162,350.72	10,436.28	1,562,653.93
PAF ENGINEERING RELOCATION	Loans	10/30/2020	Dec/2025	0.77	456,379.60	0.00	151,542.35	1,757.06	304,837.25
PAF FLEET REFUNDED	Loans	6/30/2020	Dec/2025	0.81	832,889.29	0.00	276,117.89	3,373.20	556,771.40
PAF GARDNER REFUND	Loans	6/30/2020	Dec/2025	0.81	821,666.15	0.00	41,584.25	3,327.75	780,081.90
PAF GOLF SIP LOAN 2018 REFUNDE	Loans	6/30/2020	Dec/2025	0.81	1,953,878.42	0.00	104,463.38	7,913.21	1,849,415.04
PAF GOLF SIP LOAN 2019 REFUNDE	Loans	6/30/2020	Dec/2025	0.81	1,985,846.91	0.00	95,289.88	8,042.68	1,890,557.03
PAF LTGO 2016 REF RFP/IRON BR	Loans	6/30/2020	Dec/2025	0.81	1,341,713.66	0.00	332,892.33	5,433.94	1,008,821.33
PAF PARKING METER REPL	Loans	5/22/2024	Dec/2028	5.14	2,822,526.90	0.00	279,554.99	76,165.89	2,542,971.91
PAF PARKS ZAMBONI	Loans	10/11/2023	Jun/2028	4.47	156,327.84	0.00	18,027.85	3,493.93	138,299.99
PAF REFUNDING 2016 LTGO	Loans	5/22/2024	Dec/2028	5.14	5,786,544.83	0.00	0.00	0.00	5,786,544.83
PAF UNIVERSITY DISTRICT REFUND	Loans	6/30/2020	Dec/2025	0.81	2,561,324.29	0.00	101,547.12	10,373.36	2,459,777.17



City of Spokane
Positions by Period
Outstanding and Closed Debt Service
10/01/2024 to 12/31/2024
Primary Sort Issue Group, Secondary Sort Issue Group

Issue	Issue Group	Dated Date	Maturity Dates	Range of Rates (%)	Beginning Balance	Bonds Issued	Principal Paid	Interest Paid	Ending Balance
PAF WEST PLAINS REFUNDED	Loans	6/30/2020	Dec/2025	0.81	439,230.95	0.00	22,229.33	1,778.89	417,001.62
PAF WTE EQUIPMENT	Loans	2/22/2024	Dec/2028	4.3	1,058,611.00	0.00	107,866.24	22,760.14	950,744.76
SOLID WASTE TRUCKS	Loans	12/23/2024	Dec/2029	4.58	0.00	3,781,305.52	0.00	0.00	3,781,305.52
Subtotal					30,838,312.49	3,781,305.52	1,971,131.43	184,188.61	32,648,486.58
Grand Total					349,386,712.49	3,781,305.52	19,125,331.43	6,282,962.57	334,042,686.58

[Selected Issues]

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



City of Spokane

Investment Report

Q4 2024

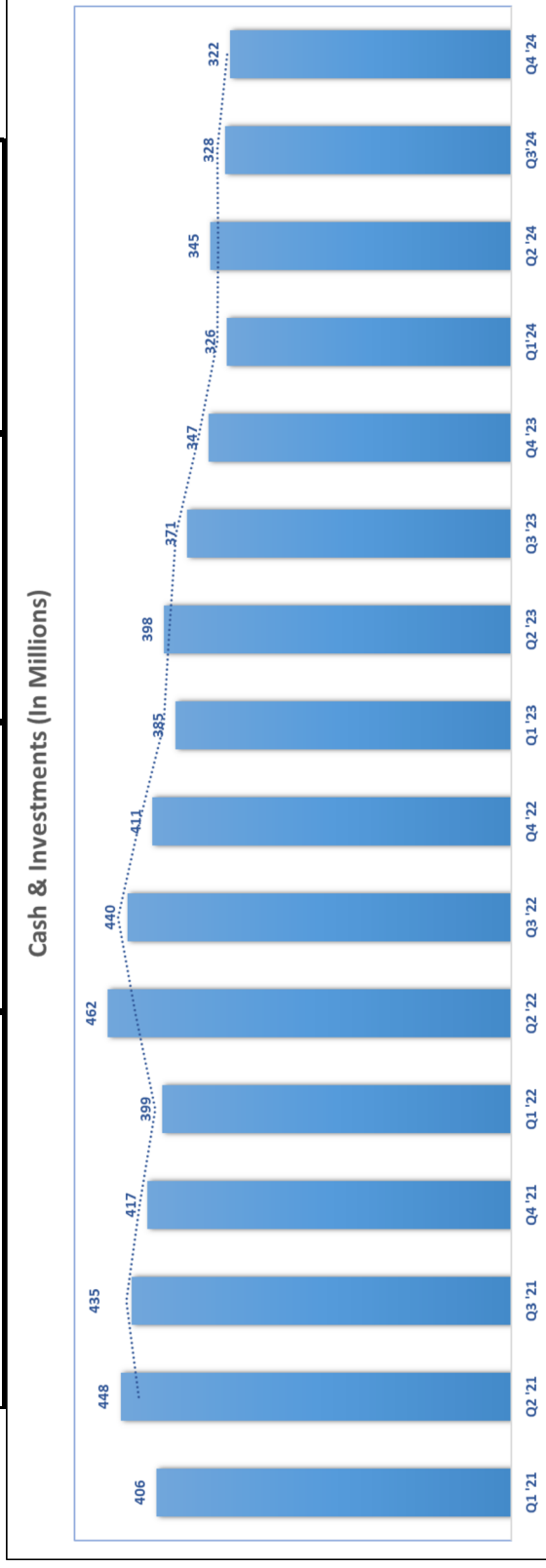
January 27, 2025

Topics

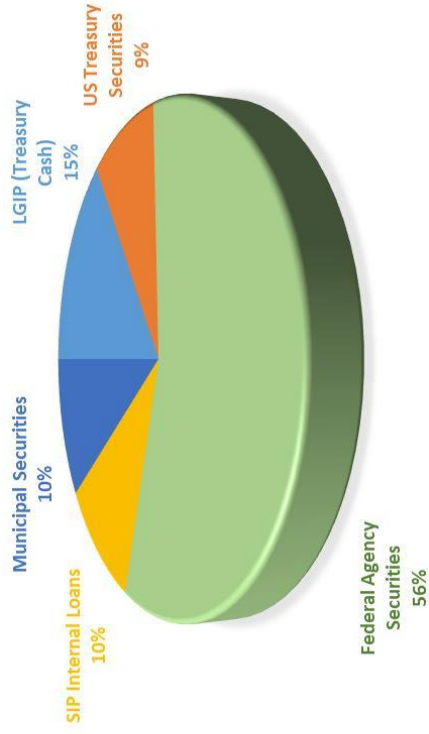
- Current Cash & Investment Balances
- Portfolio Composition
- Portfolio Performance

Current Cash & Investment Balances

Portfolio Category	September 30, 2024	December 31, 2024	Percent of Total
Cash & Equivalents	26,545,716	51,078,306	15.88%
Fixed Income Investments	270,816,310	237,941,979	73.97%
SIP Internal Loans	30,838,313	32,648,487	10.15%
TOTAL	328,200,338	321,668,772	100.00%



Portfolio Composition (*positions*)



Top Portfolio Allocations

Issuer	Actual Composition	Maximum Composition	Policy Compliance
Federal National Mortgage Assoc.	30%	40%	Complies
LGIP (Treasury Cash)	15%	100%	Complies
Federal Home Loan Bank	15%	40%	Complies
Federal Farm Credit Bank	11%	40%	Complies
Municipal Securities	10%	10%	Complies
SIP Internal Loans	10%	15%	Complies
US Treasury Securities	9%	100%	Complies

Portfolio Composition (maturities & purchases)

Maturities

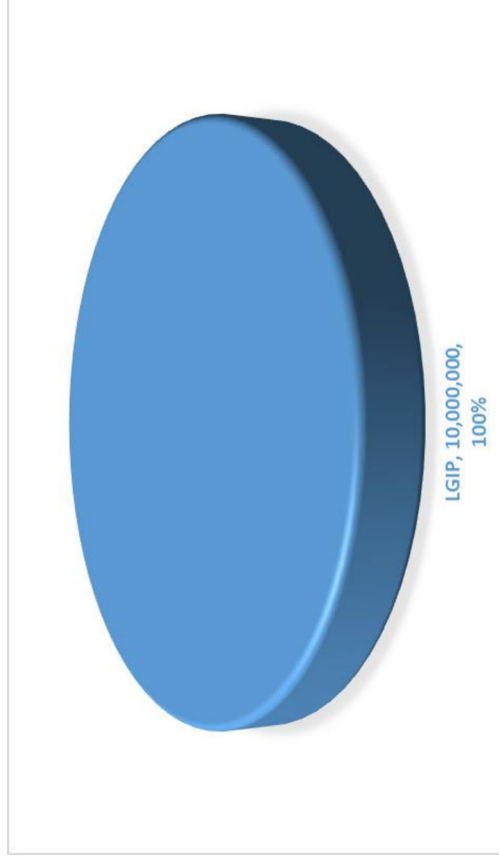
Investment roll-off via security reaching maturity & principal returned to portfolio

- US Treasury – 12/31, 1-YEAR @ 4.59% \$5MM
- US Treasury – 12/31, 1-YEAR @ 4.59% \$5MM

Purchases

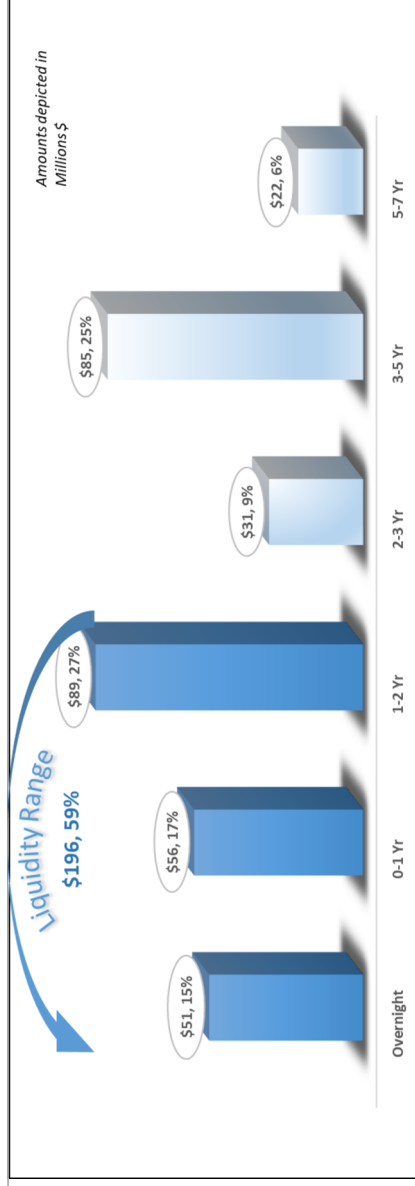
New Investments added to portfolio via market purchasing activity.

- No Purchases – 100% re-investment in LGIP*



*Re-investment in LGIP still favorable at 4.60%. The current plan is to re-invest in fixed income for future maturities as LGIP rate falls with Fed Rate reductions

Portfolio Composition (liquidity)



Security Issuer	MATURITY-BASED CASH FLOWS													
	Jan '25	Feb '25	Mar '25	Apr '25	May '25	June '25	July '25	Aug '25	Sep '25	Oct '25	Nov '25	Dec '25	Total	
FNMA	-	-	-	10,000,000	-	-	-	20,000,000	-	-	-	-	-	30,000,000
FFCB	-	-	-	-	-	-	-	-	-	-	-	-	-	-
US Treasury	-	-	-	-	-	15,000,000	-	-	-	-	-	-	-	15,000,000
Interest Income	306,250	637,906	575,000	325,000	332,288	678,125	306,250	637,906	575,000	293,750	335,946	462,500	5,465,921	
Monthly CF	<u>306,250</u>	<u>637,906</u>	<u>575,000</u>	<u>10,325,000</u>	<u>332,288</u>	<u>15,678,125</u>	<u>306,250</u>	<u>20,637,906</u>	<u>575,000</u>	<u>293,750</u>	<u>335,946</u>	<u>462,500</u>		
Total 12-month Forward: Portfolio Cash Flows													<u>50,465,921</u>	

Portfolio Performance

Unrealized Gains/Losses

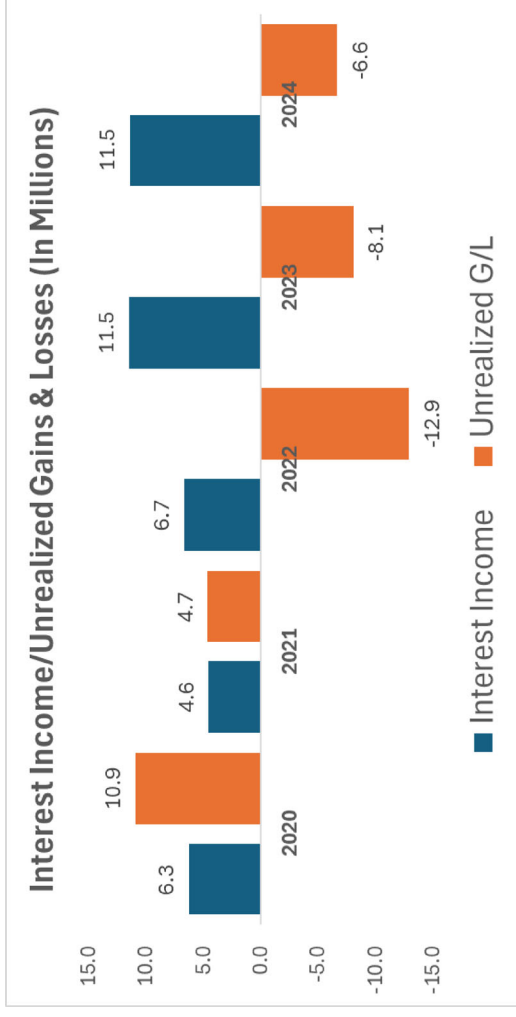
Impact of market-based interest rates on the value of the portfolio.

- **\$6.6 Million (loss)**
- *Per GASB Reporting Statement 31*

Interest Income

Income earned from Treasury Cash & Fixed Income positions.

- **\$11.5 Million Year-to-Date**



Portfolio vs S&P Portfolio Index Benchmark

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

- 2.08 Years

Benchmark Maturity Average maturity (in years) for Index.

- 2.06 Years

Portfolio Duration Average duration (in years) for investments in portfolio.

- 1.88 Years

Benchmark Duration Average duration (in years) for Index.

- 1.89 Years

Portfolio Coupon Average coupon rate for investments in portfolio.

- 2.81%

Benchmark Coupon Average coupon rate for investments in Index.

- 1.80%

Portfolio Yield (YTM) Weighted Average return if investments held to maturity.

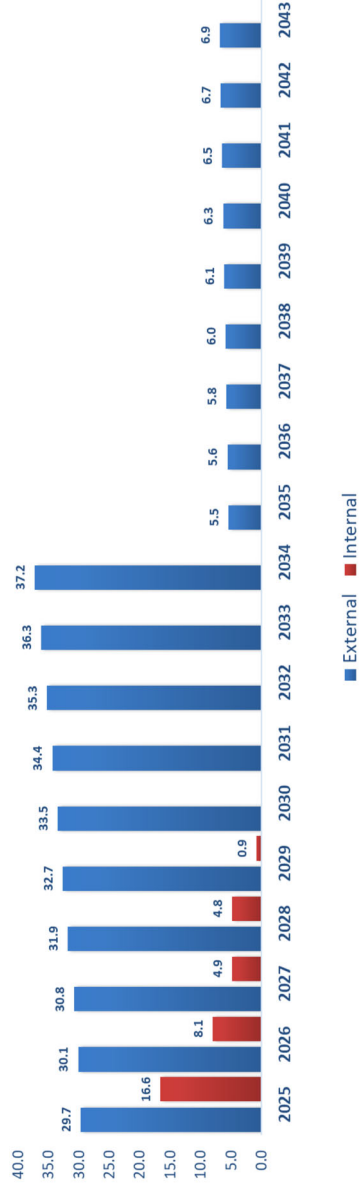
- 3.44%

Benchmark Yield (YTM) Weighted Average return for Index..

- 4.30%

Portfolio Composition (Debt)

Annual Debt Service (In Millions)



Debt Service Schedule													
Type	Jan '25	Feb '25	Mar '25	Apr '25	May '25	June '25	July '25	Aug '25	Sep '25	Oct '25	Nov '25	Dec '25	Total
Internal Debt	-	-	-	-	-	3,982,722	-	-	-	-	60,833	12,588,180	16,631,735
External Debt	-	-	-	-	-	5,735,517	-	-	-	-	-	23,999,717	29,735,234
Monthly Pmt	-	-	-	-	-	9,718,239	-	-	-	-	60,833	36,587,897	
Total 12-month Forward: Debt Service Schedule													
													46,366,969

Questions?



**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 01/27/2025**Committee Agenda type:** Consent**Council Meeting Date:** 02/10/2025

		Date Rec'd	1/8/2025
		Clerk's File #	
		Cross Ref #	
		Project #	
Submitting Dept	CITY ATTORNEY	Bid #	
Contact Name/Phone	MICHAEL 6237	Requisition #	CR27115
Contact E-Mail	MPICCOLO@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	PDILLON MCATHCART		
Sponsoring at Administrators Request	NO		
Lease? NO	Grant Related? NO	Public Works? NO	
Agenda Item Name	0500 DOMESTIC VIOLENCE ADVOCACY PROGRAM AGREEMENT		

Agenda Wording

The City Prosecutor's budget for 2025 and 2026 includes \$66,800 annually to assist in funding one full-time domestic violence advocate per year in partnership with the YWCA.

Summary (Background)

State law requires Domestic Violence victims be informed of every critical stage of criminal proceedings. The YWCA has fulfilled the City of Spokane's requirement for Domestic Violence victim advocacy for many years. Several years ago, budget cuts required the City of Spokane to drastically reduce funding to the YWCA. The YWCA was able to supplement the funding provided by the City of Spokane will donor funding. Unfortunately, that donor funding ceased at the end of 2022. The City of Spokane added extra funds to the 2023 contract to continue the same level of advocate services. The YWCA has maintained the same request for funding in the current biennial budget.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	\$ 66,800
Current Year Cost	\$
Subsequent Year(s) Cost	\$ 66,800
<u>Narrative</u>	
The COI does not list the City as additional insured and is missing the Workers' Comp coverage as required by Section 6 of the contract. We need their UBI number to verify that their L&I account is current. A revised COI is needed.	
Amount	
Expense	\$ 66,800
Select	\$
Select	\$
Select	\$
Select	\$
Select	\$
Budget Account	
	# 0500-15100-15300-54101-99999
	#
	#
	#
	#
	#
Funding Source One-Time	
Funding Source Type Program Revenue	
Is this funding source sustainable for future years, months, etc?	
Funding of \$66,800 verified for 2025 and 2026.	
Expense Occurrence	
Other budget impacts (revenue generating, match requirements, etc.)	
The City of Spokane could hire a full-time employee to conduct victim advocacy. This approach would be more expensive, since the City of Spokane would be required to provide benefits and retirement for a full-time employee, where contracting for victim services only requires the payment of wages. Hiring a full-time employee would, however, be more functional for the City Prosecutor's Office, since the employee would be	
Approvals	
Dept Head	PICCOLO, MIKE
Division Director	
Accounting Manager	BUSTOS, KIM
Legal	HARRINGTON,
For the Mayor	PICCOLO, MIKE
Distribution List	
JEANETTEH@YWCASPOKANE.ORG	JBINGHAM@SPOKANECITY.ORG
DWHALEY@spokanecity.org	sdhansen@spokanecity.org
ywang@spokanecity.org	hhaws@spokanecity.org
kbustos@spokanecity.org	

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 01/27/2025**Committee Agenda type:** Consent**Date Rec'd**

1/8/2025

Clerk's File #

OPR 2025-0074

Cross Ref #**Project #****Council Meeting Date:** 02/24/2025**Submitting Dept**

CITY ATTORNEY

Bid #**Contact Name/Phone**

MICHAEL 6237

Requisition #

CR27115

Contact E-Mail

MPICCOLO@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

PDILLON MCATHCART

Sponsoring at Administrators Request

NO

Lease? NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

0500 DOMESTIC VIOLENCE ADVOCACY PROGRAM AGREEMENT

Agenda Wording

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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?

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Subsequent Year(s) Cost	\$ 66,800
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Select \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Funding Source One-Time	
Funding Source Type Program Revenue	
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DWHALEY@spokanecity.org	sdhansen@spokanecity.org
ywang@spokanecity.org	hhaws@spokanecity.org
kbustos@spokanecity.org	



City of Spokane
AGREEMENT
**Title: DOMESTIC VIOLENCE
ADVOCACY PROGRAM**

THIS AGREEMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **YWCA SPOKANE**, whose address is 930 North Monroe Street, Spokane, Washington 99201, as ("Agency"). Hereafter individually referenced as a "party", and together the "parties".

WHEREAS, the Agency and the City were participants in the Spokane Regional Domestic Violence Team (SRDVT) while the Team was operated wholly or partially with federal grant funds; and

WHEREAS, the City formed its own Municipal Court under RCW 3.50 effective January 1, 2009; and

WHEREAS, the Agency is the sole area provider of a state recognized community based domestic violence advocacy program; and

WHEREAS, the City is willing to provide partial funding to the Agency so it may continue to provide these services.

Now, Therefore,

The parties agree as follows:

1. **PERFORMANCE.** The Agency shall provide domestic violence legal advocacy services in accordance with the attached Scope of Work.
2. **TERM.** This Agreement shall become effective on January 1, 2025, and run through December 31, 2026. Either party may terminate this Agreement at any time upon thirty (30) days written notice. In the event of such termination, the City shall pay the Agency for all work previously authorized and performed prior to the termination date.
3. **FUNDING.** The City shall contribute a maximum of **SIXTY-SIX THOUSAND EIGHT HUNDRED AND 00/100 DOLLARS (\$66,800.00)**, per year, toward the costs of the Advocates, to include salary and fringe benefits. The City shall reimburse the Agency for its expenses on a monthly basis. The Agency shall send its applications for payment

to the Spokane City Prosecutor's Office, 909 West Mallon Avenue, Spokane, Washington 99201. Payment will be made within thirty (30) days after receipt of the Agency's application.

4. INDEPENDENT CONTRACTOR. In the performance of the Agreement, the Agency is an independent contractor and not the agent or employee of the City. The Agency, its employees and agents are not entitled to any benefits to which City employees are entitled, including but not limited to, overtime, retirement benefits, worker's compensation benefits, injury leave or other leave benefits.

5. INDEMNIFICATION. The Agency shall defend, indemnify and hold harmless the City, its officers and employees, from and against all claims for damages, liability, cost and expense arising out of the negligent conduct of the Agency, its officers, employees and subcontractors in connection with the performance of the Agreement, except to the extent of those claims arising from the negligence of the City, its officers and employees.

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

- A. Workers' 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 or Stop Gap Insurance in the amount of \$1,000,000; and
- B. General Liability Insurance on an occurrence basis with a combined single limit, of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers, employees and agents are additional insureds but only with respect to the Agency's services to be provided under the Agreement; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired or non-owned vehicles.

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

7. AUDIT / RECORDS. The Agency and its subcontractors shall maintain for a minimum of three years following final payment all records related to its performance of the Agreement. The Agency 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 Agreement, the federal law shall prevail.

8. REPORTS. The Agency shall submit to the City Prosecutor or his designee quarterly reports detailing its contractual performance.

9. FUTURE SUPPORT. The City assumes no obligation for future support of the services contracted for except as expressly set forth in this Agreement.

10. 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 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 Agency 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 Agency.

11. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state and local laws, regulations, and executive orders which are incorporated by reference into this Agreement.

12. ASSIGNMENTS. This Agreement 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.

13. ENTIRE AGREEMENT. This written Agreement constitutes the entire understanding of the parties. There are no promises, terms, conditions or obligations other than those written herein.

14. 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 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.

15. AMENDMENTS. This Agreement may be amended at any time by mutual written agreement.

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

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

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. 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.

19. 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.

YWCA SPOKANE

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 – Scope of Work
- Exhibit B – Certificate of Debarment

SCOPE OF WORK

1. Staffing. The Agency shall hire a three-fourth (3/4) full time employee as a Domestic Violence Advocate, hereinafter the “Advocate”, who shall be dedicated to handling certain matters associated with misdemeanor and gross misdemeanor domestic violence cases being prosecuted by the Office of the City Prosecutor in the Spokane Municipal Court. Each Advocate shall report to, and be supervised by, the Agency, which shall direct his / her day-to-day activities in accordance with the performance requirements specified herein.
2. Hours of Advocacy Services: The Agency shall provide the advocacy services to the Office of the City Prosecutor during the normal working hours, specifically, Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding holidays.
3. Scope of Advocacy Services:
 - A. Advocates shall be qualified, capable, and willing to explain to victims, in detail, the court system and the court processes, including the trial process. Advocates shall contact, and inform witnesses of this information, when appropriate and as time allows.
 - B. Advocates should make every reasonable effort to contact all victims in all cases prior to the First Appearance hearing in each case in order to:
 - 1) Provide the victim with some initial understanding of the sequence of events and legal process that will follow in the prosecution of the defendant for the harm caused the victim;
 - 2) Determine the victim’s willingness to accept advocacy services to be provided under the terms of this Agreement, and secure proper authority for release of necessary information;
 - 3) Work with victim to assess their particular safety needs;
 - 4) Determine if a referral for community advocacy services is appropriate; and
 - 5) Work with victim to assess the victim’s willingness to cooperate with the prosecution of the defendant, to define any concerns the victim may have with such cooperation, and to relay that information to the prosecutor assigned to the case.
 - C. Unless prohibited from doing so based upon an unequivocal request of the victim for termination of advocacy services, Advocates shall make every reasonable effort to keep in contact with alleged victims of domestic violence, regardless of gender, and to encourage such victims to remain in contact with the Office of the City Prosecutor. Specifically, the Advocates should:

- 1) Make Good Faith efforts to contact the victim prior to each court hearing, specifically First Appearance, Arraignment, No Contact Order (NCO) Hearings, and Jury Trial, to:
- 2) Inform the victim on the status of the associated legal proceedings;
- 3) Work with victim to reevaluate the victim's safety needs;
- 4) Confirm the victim's current contact information, including address, telephone and at least one (1) message telephone number when available;
- 5) Re-assess the continuing willingness of the victim to cooperate with the prosecution of the defendant and to redefine any concerns the victim may have with such cooperation on an ongoing basis; and
- 6) Continue to develop a rapport with the victim, as well as provide any ongoing information and / or emotional support necessary to empower the victim and provide encouragement to the victim regarding testifying at trial.

D. An Advocate should work in partnership with the prosecutor to make reasonable efforts contacting all victims immediately after the Jury Readiness hearing regarding any cases that have been called "ready for trial" in order to:

- 1) Inform the victim of the strong likelihood the case involving him / her will proceed to trial as the circumstances of each particular case may require. Notify the victim the case has been continued or the case has been resolved and will not be going to trial.
- 2) Inform the victim of the specific date, time and location of the trial;
- 3) Confirm the victim is in receipt of a subpoena to testify at the trial; and
- 4) Confirm the victim's willingness to testify at trial.

E. Unless there are exceptional circumstances or other work requirements specifically precluding it, the Advocates shall make every reasonable effort to attend the following court appearances: First Appearance and all Trial dates for victim support. They shall attend other hearings when requested by the prosecuting attorney or victim, when time allows.

F. When Advocates have contact with victims, they shall update each associated file with detailed information regarding:

- 1) Date and time of any contact with a victim;
- 2) Specific content of such communications that will assist in the prosecution of the case; and

- 3) Update all contact information.
- G. Advocates shall make every reasonable effort to arrange meetings or telephone conferences between the Office of the City Prosecutor and victims when requested by the prosecuting authority.
- H. Courtroom attire is required for any Advocate who is attending court. Business dress casual shall be strictly adhered to by those Advocates not attending court on a given day.

**EXHIBIT B
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.

<u>YWCA Spokane</u> Name of Subrecipient / Contractor / Consultant (Type or Print)	<u>YWCA Legal Advocacy</u> Program Title (Type or Print)
<u>Jeanette Hauck</u> Name of Certifying Official (Type or Print)	_____ Signature
<u>Chief Executive Officer</u> Title of Certifying Official (Type or Print)	_____ Date (Type or Print)

NON PROFIT INSURANCE PROGRAM CERTIFICATE OF COVERAGE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE NPIP COVERAGE AGREEMENT BELOW. THIS CERTIFICATE OF COVERAGE 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 COVERED PARTY, THE COVERAGE AGREEMENT MUST BE ENDORSED. IF SUBROGATION IS WAIVED, SUBJECT TO THE TERMS AND CONDITIONS OF THE COVERAGE AGREEMENT, CERTAIN COVERAGE MAY REQUIRE AN ENDORSEMENT. A STATEMENT ON THIS CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).


PROGRAM ADMINISTRATOR	COMPANIES AFFORDING COVERAGE
Clear Risk Solutions 451 Diamond Drive Ephrata, WA 98823	GENERAL LIABILITY NPIP / Munich Re. et al. AUTOMOBILE LIABILITY NPIP / Munich Re. et al.
COVERED PARTY	PROPERTY NPIP / Munich Re. et al. MISCELLANEOUS PROFESSIONAL LIABILITY NPIP / Munich Re. et al.
Young Women's Christian Association dba YWCA Spokane 930 North Monroe Street Spokane, WA 99201	

COVERAGES

THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED MEMBER NAMED ABOVE FOR THE COVERAGE PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE NPIP COVERAGE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH COVERAGE AGREEMENT. LIMITS SHOWN BELOW MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LINE OF COVERAGE	COVERAGE NUMBER	EFF DATE	EXP DATE	DESCRIPTION	LIMITS
GENERAL LIABILITY					
COMMERCIAL GENERAL LIABILITY	NPIP242554380	6/1/2024	6/1/2025	PER OCCURRENCE	\$5,000,000
OCCURRENCE FORM				PER MEMBER AGGREGATE	\$10,000,000
INCLUDES STOP GAP – EMPLOYERS LIABILITY				PRODUCT-COMP/OP	\$5,000,000
				PERSONAL & ADV. INJURY	\$5,000,000
(LIABILITY IS SUBJECT TO A \$350,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	\$50,000,000
AUTOMOBILE LIABILITY					
ANY AUTO	NPIP242554380	6/1/2024	6/1/2025	COMBINED SINGLE LIMIT	\$5,000,000
(LIABILITY IS SUBJECT TO A \$350,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	NONE
PROPERTY					
	NPIP242554380	6/1/2024	6/1/2025	ALL RISK PER OCC EXCL EQ & FL	\$100,000,000
				EARTHQUAKE PER OCC	Excluded
				FLOOD PER OCC	Excluded
(PROPERTY IS SUBJECT TO A \$350,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	NONE
MISCELLANEOUS PROFESSIONAL LIABILITY					
	NPIP242554380	6/1/2024	6/1/2025	PER CLAIM	\$5,000,000
(LIABILITY IS SUBJECT TO A \$350,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	\$40,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS					
Evidence of Coverage only.					

CANCELLATION NOTICE: SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE COVERAGE AGREEMENT PROVISIONS.

CERTIFICATE HOLDER	AUTHORIZED REPRESENTATIVE
City of Spokane 808 W. Spokane Falls Blvd. Spokane, WA 99201	

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 01/27/2025**Committee Agenda type:** Consent**Date Rec'd**

12/16/2024

Clerk's File #

OPR 2023-0313

Cross Ref #**Project #****Council Meeting Date:** 02/24/2025**Submitting Dept**

INFORMATION TECHNOLOGY

Bid #**Contact Name/Phone**

PEGGY LUND 6954

Requisition #**Contact E-Mail**

KLUND@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

PDILLON MCATHCART

Sponsoring at Administrators Request

NO

Lease? NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

5300 DLT SOLUTIONS – AUTODESK RENEWAL

Agenda Wording

Contract Renewal 2 of 4 with DLT Solutions, LLC. (Herndon, VA) for AutoDesk software products, services, and support from March 26, 2025 through March 25, 2026-\$82,223.41 (plus tax).

Summary (Background)

Contract renewal with DLT Solutions for AutoDesk software products and services including AutoCad, InfoWater Pro, Civil 3D and Priority Support - Telephone support. AutoCad equips architects and engineers with precision tools for design & annotation, automates drafting tasks and maximizes productivity. Contract term to begin 03/26/2025 through 3/25/2026 for a total cost of \$82,223.41 plus applicable sales tax. Company provided government discount pricing via GSA Contract# GS-35F-267DA.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget? YES	
Total Cost	\$ \$82,223.41
Current Year Cost	\$ \$82,223.41
Subsequent Year(s) Cost	\$ \$82,223.41
<u>Narrative</u>	
This request is for software maintenance and support which is contractually required by the software vendor.	
Amount	
Budget Account	
Expense	\$ 82,223.41
Select	# Various
Select	#
Select	#
Select	#
Select	#
Select	#
Funding Source	
Funding Source Type Select	
Is this funding source sustainable for future years, months, etc?	
Expense Occurrence	
Other budget impacts (revenue generating, match requirements, etc.)	
Approvals	
Additional Approvals	
Dept Head	MARTINEZ, LAZ
Division Director	
Accounting Manager	BAIRD, CHRISTI
Legal	HARRINGTON,
For the Mayor	PICCOLO, MIKE
Distribution List	
Shaun Gaffrey - shaun.gaffrey@dlt.com	Accounting - ywang@spokanecity.org
Contract Accounting - ddaniels@spokanecity.org	Legal - mharrington@spokanecity.org
Purchasing - cwahl@spokanecity.org	IT - itadmin@spokanecity.org
Tax & Licenses	

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 01/27/2025**Committee Agenda type:** Consent**Date Rec'd**

12/16/2024

Clerk's File #

OPR 2023-0313

Cross Ref #**Project #****Council Meeting Date:** 02/24/2025**Submitting Dept**

INFORMATION TECHNOLOGY

Bid #**Contact Name/Phone**

PEGGY LUND 6954

Requisition #**Contact E-Mail**

KLUND@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

PDILLON MCATHCART

Sponsoring at Administrators Request

NO

Lease? NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

5300 DLT SOLUTIONS – AUTODESK RENEWAL

Agenda Wording

Contract Renewal 2 of 4 with DLT Solutions, LLC. (Herndon, VA) for AutoDesk software products, services, and support from March 26, 2025 through March 25, 2026-\$82,223.41 (plus tax).

Summary (Background)

Contract renewal with DLT Solutions for AutoDesk software products and services including AutoCad, InfoWater Pro, Civil 3D and Priority Support - Telephone support. AutoCad equips architects and engineers with precision tools for design & annotation, automates drafting tasks and maximizes productivity. Contract term to begin 03/26/2025 through 3/25/2026 for a total cost of \$82,223.41 plus applicable sales tax. Company provided government discount pricing via GSA Contract# GS-35F-267DA.

What impacts would the proposal have on historically excluded communities?

N/A - annual maintenance

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

N/A - annual maintenance

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

N/A - annual maintenance

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

This service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service for our AutoDesk software.

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget? YES	
Total Cost	\$ \$82,223.41
Current Year Cost	\$ \$82,223.41
Subsequent Year(s) Cost	\$ \$82,223.41
<u>Narrative</u>	
This request is for software maintenance and support which is contractually required by the software vendor.	
Amount	
Budget Account	
Expense \$ 43,000.17	# 5300-73300-18850-54820
Expense \$ 18,663.7	# 4100-30210-34141-53104
Expense \$ 20,559.54	# 4250-30210-38141-53104
Select \$	#
Select \$	#
Select \$	#
Funding Source N/A	
Funding Source Type Select	
Is this funding source sustainable for future years, months, etc?	
Yes - Funding is from IT, Water, and DSC.	
Expense Occurrence	Recurring
Other budget impacts (revenue generating, match requirements, etc.)	
N/A	
Approvals	
Additional Approvals	
Dept Head	MARTINEZ, LAZ
Division Director	
Accounting Manager	BAIRD, CHRISTI
Legal	HARRINGTON,
For the Mayor	PICCOLO, MIKE
Distribution List	
Shaun Gaffrey - shaun.gaffrey@dlt.com	Accounting - ywang@spokanecity.org
Contract Accounting - ddaniels@spokanecity.org	Legal - mharrington@spokanecity.org
Purchasing - cwahl@spokanecity.org	IT - itadmin@spokanecity.org
Tax & Licenses	



City of Spokane
CONTRACT RENEWAL 2 of 4
**Title: AUTODESK SOFTWARE LICENSING
AND SUPPORT**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **DLT SOLUTIONS, LLC.**, whose address is 2411 Dulles Corner Park, Suite 800, Herndon, Virginia 20171 as (“Company”), individually hereafter referenced as a “Party”, and together as the “Parties”.

WHEREAS, the parties entered into a Contract wherein the Company agreed to provide Autodesk Software Licensing and Support; and

WHEREAS, the initial contract provided for four (4) additional one-year renewals, with this being the second of those renewals, therefore the original Contract needs to be formally renewed by this written Contract Renewal document; and

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

1. CONTRACT DOCUMENTS.

The original Contract, dated March 21, 2023, and March 24, 2023, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Renewal shall become effective on March 26, 2025, and shall end March 25, 2026.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **EIGHTY-TWO THOUSAND TWO HUNDRED TWENTY-THREE AND 41/100 (\$82,223.41)**, plus applicable sales tax, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

4. DEBARMENT AND SUSPENSION.

The 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.

DLT SOLUTIONS, LLC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Attachment A - Certificate of Debarment

Attachment B – Company’s Price Quote #5240218 dated November 15, 2024.

24-266

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 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)

ATTACHMENT B

[Business Lookup](#)**License Information:**[New search](#) [Back to results](#)**Entity name:** DLT SOLUTIONS, LLC**Business name:** DLT SOLUTIONS**Entity type:** [Limited Liability Company](#)**UBI #:** 603-384-071**Business ID:** 001**Location ID:** 0001**Location:** Active**Location address:** 2411 DULLES CORNER PARK
STE 800
HERNDON VA 20171-6168**Mailing address:** 2411 DULLES CORNER PARK
STE 800
HERNDON VA 20171-6168**Excise tax and reseller permit status:** [Click here](#)**Secretary of State status:** [Click here](#)**Endorsements**

Endorsements held at this	License #	Count	Details	Status	Expiration date	First issuance
Spokane General Business - Non-Resident				Active	Jun-30-2025	Oct-03-2014

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

Governing people	Title
DONOHUE, JOE	

Registered Trade Names

Registered trade names	Status	First issued
DLT SOLUTIONS	Active	Mar-07-2014

The Business Lookup information is updated nightly. Search date and time:
12/2/2024 1:12:18 PM

[Contact us](#)

How are we doing?

[Take our survey!](#)

Don't see what you expected?

[Check if your browser is supported](#)

[Business Lookup](#)**License Information:**[New search](#) [Back to results](#)**Entity name:** DLT SOLUTIONS, LLC**Business name:** DLT SOLUTIONS**Entity type:** [Limited Liability Company](#)**UBI #:** 603-384-071**Business ID:** 001**Location ID:** 0001**Location:** Active**Location address:** 2411 DULLES CORNER PARK
STE 800
HERNDON VA 20171-6168**Mailing address:** 2411 DULLES CORNER PARK
STE 800
HERNDON VA 20171-6168**Excise tax and reseller permit status:** [Click here](#)**Secretary of State status:** [Click here](#)**Endorsements**

Endorsements held at this	License #	Count	Details	Status	Expiration date	First issuance
Spokane General Business - Non-Resident				Active	Jun-30-2025	Oct-03-2014

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

Governing people	Title
DONOHUE, JOE	

Registered Trade Names

Registered trade names	Status	First issued
DLT SOLUTIONS	Active	Mar-07-2014

The Business Lookup information is updated nightly. Search date and time:
12/2/2024 1:12:18 PM

[Contact us](#)

How are we doing?

[Take our survey!](#)

Don't see what you expected?

[Check if your browser is supported](#)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/22/2024

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

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

PRODUCER Willis Towers Watson Southeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center PHONE (A/C. No. Ext): 1-877-945-7378 E-MAIL ADDRESS: certificates@wtwco.com	FAX (A/C. No.): 1-888-467-2378
	INSURER(S) AFFORDING COVERAGE	
INSURED DLT Solutions, LLC Attn: Steve McDanel 2411 Dulles Corner Park Suite 800 Herndon, VA 20171	INSURER A: The Charter Oak Fire Insurance Company	NAIC # 25615
	INSURER B: Travelers Indemnity Company of CT	25682
	INSURER C: Travelers Property Casualty Company of Ame	25674
	INSURER D: Standard Fire Insurance Company	19070
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: W36346851


REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			HC2OGLSA-9P530707-COF-24	12/01/2024	12/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			HECAP-9P53069A-TCT-24	12/01/2024	12/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUP-9P531415-24-I3	12/01/2024	12/01/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	N/A	UB-0W186076-24-I3-K	12/01/2024	12/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Workers' Compensation and Employer's Liability (AZ, MA & WI) - Per Statute			UB-0W196844-24-I3-R	12/01/2024	12/01/2025	E.L. Each Accident \$1,000,000 E.L. Disease-pol Lim \$1,000,000 E.L. Disease-ea Empl \$1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

DLT Solutions LLC 2411 Dulles Corner Park Suite 800 Herndon, VA 20171	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

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Price Quotation

Quote: 5240218
 Reference: 1856034
 Date: 11/15/2024
 Expires: 01/15/2025

To: Mr. Rich Shine
 Spokane City of (WA)
 808 W Spokane Falls Blvd
 Spokane, WA 99201

From: Bryan Morse
 DLT Solutions, LLC
 2411 Dulles Corner Park
 Suite 800
 Herndon, VA 20171

Phone: (509) 625-6420
 Fax: (509) 625-6550
 Email: rshine@spokanecity.org

Phone: (703) 708-9600
 Fax: (703) 708-9600
 Email: bryan.morse@dlt.com

#	DLT Part No.	Contract	Qty	Unit Price	Ext. Price
1	9701-1008733	GSA IT 70	19	\$1,281.90	\$24,356.10
	Architecture Engineering & Construction Collection Government Single-user Annual Subscription Renewal Switched From Maintenance (Switched between May 2019 - May 2020 and Ongoing) PoP: 3/12/2025 through 3/11/2026				
2	9701-1454	GSA IT 70	20	\$640.95	\$12,819.00
	Architecture Engineering & Construction Collection Government Single-user Annual Subscription Renewal Switched From M2S Multi-User 2:1 Trade-In PoP: 3/26/2025 through 3/25/2026				
3	9701-1470	GSA IT 70	10	\$353.63	\$3,536.30
	AutoCAD - including specialized toolsets Government Single-user Annual Subscription Renewal Switched From M2S Multi-User 2:1 Trade-In PoP: 3/26/2025 through 3/25/2026				
4	9701-1008749	GSA IT 70	1	\$707.26	\$707.26
	AutoCAD - including specialized toolsets Government Single-user Annual Subscription Renewal Switched From Maintenance (Switched between May 2019 - May 2020 and Ongoing) PoP: 3/12/2025 through 3/11/2026				
5	9701-1004929	GSA IT 70	1	\$1,895.84	\$1,895.84
	AutoCAD - including specialized toolsets Government Single-user Annual Subscription Renewal PoP: 3/12/2025 through 3/11/2026				
6	9701-1008764	GSA IT 70	7	\$225.93	\$1,581.51
	AutoCAD LT Government Single-user Annual Subscription Renewal Switched From Maintenance (Switched between May 2019 - May 2020 and Ongoing) PoP: 3/12/2025 through 3/11/2026				
7	9701-4652	GSA IT 70	4	\$9,331.85	\$37,327.40
	InfoWater Pro Government Single-user Annual Subscription Renewal PoP: 3/12/2025 through 3/11/2026				

This quote is made on behalf of IMAGINiT Technologies, your Authorized Autodesk Reseller



Price Quotation

Quote: 5240218
Reference: 1856034
Date: 11/15/2024
Expires: 01/15/2025

#	DLT Part No.	Contract	Qty	Unit Price	Ext. Price
Total					\$82,223.41

GSA Schedule Data:
 Contract #: GS-35F-267DA
 Contract Category: Information Technology
 Contract Term: 04/11/2016 - 04/10/2026
 UEI - F1N2KDGBDTU8
 Federal ID #: 54-1599882
 CAGE Code: 0S0H9
 FOB: Destination
 Terms: Net 30 (On Approved Credit)
 DLT accepts VISA/MC/AMEX
 Ship Via: Fedex Ground/UPS

UNLESS OTHERWISE INDICATED IN THE PRODUCT DESCRIPTION OR THE MANUFACTURER'S COMMERCIAL SUPPLIER AGREEMENT, ANY QUOTED TERM LICENSES ARE NOT ELIGIBLE FOR CONVERSION TO PERPETUAL LICENSES AT ANY TIME.

THIS QUOTE IS SUBJECT TO THE TERMS AND CONDITIONS OF CONTRACT NUMBER GS-35F-267DA. CUSTOMER IS DIRECTED TO INCORPORATE (BY REFERENCE) THIS QUOTE IN ANY RESULTING TASK/DELIVERY ORDER OR AWARD. THE TERMS OF THE AFOREMENTIONED CONTRACT ARE THE ONLY CONTROLLING TERMS AND ANY TERMS OR CONDITIONS CONTAINED IN AN ORDER, AWARD OR OTHER INSTRUMENT OF BUYER, WHICH ARE IN ADDITION TO OR INCONSISTENT WITH ANY OF THE TERMS OR CONDITIONS CONTAINED IN THOSE REFERENCED HEREIN, SHALL NOT BE BINDING ON DLT OR ITS MANUFACTURERS AND SHALL NOT APPLY UNLESS SPECIFICALLY AGREED TO IN WRITING BY DLT.

CPARs requests should be sent to the attention of Steve Wells at cpars@dlt.com.

PLEASE REMIT PAYMENT TO:	ACH: DLT Solutions, LLC Bank of America ABA # 111000012 Acct # 4451063799	-OR-	Mail: DLT Solutions, LLC P.O. Box 743359 Atlanta, GA 30374-3359

Customer orders are subject to all applicable taxes and regulatory fees.

Documentation to be submitted to validate Invoice for payment:

- a. Authorized Services shall be invoiced with a corresponding time report for the period of performance identifying names, days, and hours worked.
- b. Authorized reimbursable expenses shall be invoiced with a detailed expense report, documented by copies of supporting receipts.
- c. Authorized Education or Training shall be invoiced with a Report identifying date and name of class completed, and where applicable the name of attendees.

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 01/27/2025**Committee Agenda type:** Consent**Date Rec'd**

1/21/2025

Clerk's File #

OPR 2021-0202

Cross Ref #**Project #****Council Meeting Date:** 02/24/2025**Submitting Dept**

INFORMATION TECHNOLOGY

Bid #**Contact Name/Phone**

PEGGY LUND (509)625-6954

Requisition #**Contact E-Mail**

KLUND@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

PDILLON MCATHCART

Sponsoring at Administrators Request

NO

Lease? NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

5300 QUESTICA ANNUAL SOFTWARE SUBSCRIPTION & SUPPORT

Agenda Wording

Contract with Questica for Subscription and Support of the Financial Planning & Management System. Term is March 22, 2025 - March 21, 2026. Contract amount is \$210,581.29. There is an additional \$18,197.65 increase from the contractual 2025 amount of \$192,383.64. This increase is due to the purchase of a new BudgetBook and professional services for implementation.

Summary (Background)

Questica, LTD, is the City's Financial Planning and Budgeting system. Questica is the only supplier for support of this system. Contract utilized Interlocal with Thurston County for the purchase. 2025 contract amount is \$210,581.29. 2024 contract amount was \$186,780.25. The increase is 3% per the contract cap plus the addition of a new BudgetBook and associated implementation costs.

What impacts would the proposal have on historically excluded communities?

N/A Software Application

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 Software Application

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

N/A Software Application

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

This service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service for our Financial and Budgeting system.

Council Subcommittee Review

N/A

Fiscal Impact	
Approved in Current Year Budget? YES	
Total Cost	\$ 210,581.29
Current Year Cost	\$ 210,581.29
Subsequent Year(s) Cost	\$
<u>Narrative</u>	
This request is for software subscription and support which is contractually required by the software vendor. This also includes an amendment to the contract to replacement and implementation a new BudgetBook module within the system.	
Amount	
Budget Account	
Expense \$ 192,383.64	# 5300-73300-18850-54214
Expense \$ 18,197.65	# 0410-34100-14230-54820
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Funding Source N/A	
Funding Source Type Select	
Is this funding source sustainable for future years, months, etc?	
Expense Occurrence N/A	
Other budget impacts (revenue generating, match requirements, etc.)	
Approvals	
Dept Head	MARTINEZ, LAZ
Division Director	
Accounting Manager	BAIRD, CHRISTI
Legal	HARRINGTON,
For the Mayor	PICCOLO, MIKE
Distribution List	
Brian Haney - brian.haney@eunasolutions.com	Accounting - ywang@spokanecity.org
Contract Accounting - ddaniels@spokanecity.org	Legal - mharrington@spokanecity.org
Purchasing - cwahl@spokanecity.org	IT - itadmin@spokanecity.org
Tax & Licenses	Peggy Lund - klund@spokanecity.org



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

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

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

WHEREAS, a change or revision of the Work has been requested, and

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

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

1. CONTRACT DOCUMENTS.

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

2. EFFECTIVE TERM.

This Contract Renewal-Amendment shall become effective on March 22, 2025, and run through March 21, 2026.

3. AMENDMENT.

The City requested a change in a Budget Book Studio module pursuant to Order Form No. 121324 v1.

4. COMPENSATION.

The City shall pay an estimated maximum annual cost not to exceed **ONE HUNDRED SIXTY THOUSAND FIVE HUNDRED FIFTY-EIGHT AND 22/100 DOLLARS (\$160,558.22)**, for the renewal; and **THIRTY-TWO THOUSAND SIX HUNDRED THIRTY-FIVE AND 62/100 DOLLARS (\$32,635.62)** for Professional Services to Implement the New Module, for a total of **ONE HUNDRED NINETY-THREE THOUSAND ONE HUNDRED NINETY-THREE AND 84/100 DOLLARS (\$193,193.84)** plus tax, the everything furnished and done under this Contract Renewal-Amendment in accordance with the attached Questica's Invoice Nos.

COS20241128Rev2 and 121324 v1. This is the maximum amount to be paid under this Renewal-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 Renewal-Amendment document.

5. 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-Amendment by having legally-binding representatives affix their signatures below.

QUESTICA LTD.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Attachment A - Certificate of Debarment
Questica Invoices Invoice Nos. COS20241128Rev2 and 121324 v1

ATTACHMENT A

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

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

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

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

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

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

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

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



Questica

A Euna Solutions Brand

Price Quote - Maintenance

Prepared for

Peggy Lund
City of Spokane

By

Michael Woods
Questica Ltd.

January 3rd, 2025

Questica Budget Price Quote

Quotation ID#: COS20241128Rev 2 January 3rd 2025

Requirement:

The City of Spokane has requested a maintenance quote for their upcoming Questica subscription term.

Description:

The City of Spokane has requested a maintenance quote for their final year of their original Questica contract, for the period of March 22 2025 to March 21 2026. Per the terms of the contract, a 3% increase has been applied.

Fixed Price Items

Renewal	Amount	Start	End
Questica Maintenance w/ OpenBook	\$144,353.48	22-Mar-25	21-Mar-26
BudgetBook (Caseware)	\$16,204.74	22-Mar-25	25-Sept-25
TOTAL	\$160,558.22		

Pricing Notes

Quotation ID#: COS20241128

Rev 2 January 3rd 2025

- Pricing valid through: March 30 2025
- Above pricing in US dollars
- Applicable Taxes Extra
- Work required by: March 30 2025



General Terms and Conditions

ID: COS20241128 **December 2, 2024**

General Terms and Information:

Terms of Service: The services and any related software are provided under the original license and/or service and/or subscription agreement which is hereby deemed to be fully incorporated into this Quotation.

Taxes: The pricing on this Quotation is exclusive of all sales, use or other taxes, customs duties and similar levies, if any, payable in or to any jurisdiction or authority whatsoever. Such taxes (other than the taxes on the net income of Questica) shall be the responsibility of the Customer.

Payment: Payment is required in the currency noted. Unless detailed otherwise in this Quotation, terms are net-30 days from the later of a) the date of receipt of invoice, or b) the invoice date.

Customer Responsibility: Efforts detailed in this Quotation are presented as a solution to a business issue you have described to us. It is based on our understanding of the business issue and may or may not address all of your concerns. It is your responsibility to review and understand this solution, what it includes and what it does not, and ensure it is suitable for your needs.

Acceptance of Custom Work: This Quotation may include the scoping, designing and development of product customization, custom reporting, data import services or technical assistance as detailed in this Quotation and/or in an attached scope of work. Within fifteen (15) business days from the completion and delivery of each individual custom work, the Customer/Licensee shall, in its sole discretion, review the product customization and notify Questica whether it finds the customization satisfactory or unsatisfactory. If it is determined that the customization is unsatisfactory, then it shall state in writing the reasons for its determination, including identifying any nonconformance with the Licensee's specifications or expectations. Questica will promptly correct the deficiencies and reinstall the customization, and the approval procedure shall be reapplied until Licensee finally declares the customization satisfactory. In the absence of a written response within 15 business days after the delivery of the customization or once the Licensee has declared the customization satisfactory, the customization shall be considered 'accepted'.

Limited Warranty: Questica provides a limited warranty on custom reporting and product customizations for a period of six months from the 'Acceptance' of the report or customization. Only modifications to support upgrades of Questica within this six-month period are included in this Limited Warranty. Enhancements or modifications outside the scope of the accepted specification, scope of work, or authorized change requests are not warranted.

Consulting, Training or Implementation Time Invoicing: Only activities approved in an approved scope of work shall be invoiced. A mutually determined change control mechanism will be used to accommodate modifications to the scope of work.

Travel Costs: Unless noted otherwise, this Quotation does not include any travel, lodging, or on-site expenses. If such travel is required and subsequently authorized, Questica's standard travel and per diem rates shall apply. Air travel, rental car (with associated fuel, parking, and insurance costs), and lodging costs shall be reimbursed at cost. Questica is not responsible for unpredictable (including commercial airline travel) delays which may increase travel cost.

Acceptance

Quotation ID#: COS20241128Rev 2 January 3rd 2025

Authorized Signature: _____

Authorized Name: _____

Organization Name: **City of Spokane**

PO/Reference: _____

Date: _____

Upon accepting this offer, please scan and email back all pages of the signed Quotation and include an authorized purchase order, if applicable.

Questica Ltd.

Authorized Signature: _____

Authorized Name: _____

Organization Name: **Questica Ltd.**

Date: _____

ORDER FORM

Order #: 121324 v1
 Expiry Date: 3/31/2025

GTY Software Inc. dba Euna Solutions
 363 W. Erie St., Floor 7
 Chicago, IL 60654
 Rep Name: Susan Pierce
 Rep Email: susan.pierce@eunasolutions.com

City of Spokane
 808 W Spokane Falls Blvd
 Spokane, Washington 99201
 United States

Start Date: May 1, 2025

SaaS Subscription	Licenses	List Price
Questica Budget Book Studio	Unlimited	\$30,000.00
Current Customer Discount - 15%		(\$4,500.00)
Recurring Annual Fees Sub-Total		\$25,500.00
Implementation Services (Per Scope of Work)	Units	Total Price
Guided Implementation	40 hrs	\$10,000.00
Non-Recurring Fees Sub-Total		\$10,000.00
TOTAL ANNUAL RECURRING PRICE		\$25,500.00
Pro-Rated Year 1 Total Owed		\$32,635.62
<ul style="list-style-type: none"> Pro-rated annual fees + one time implementation fees (May 1, 2025 - March 21, 2026) 		

Currency: USD
Billing Cycle: Annual
Payment Terms: Net 30
Data Location: United States

Order Notes:

- Includes Implementation, training, unlimited projects, support and cloud storage.
- Applicable taxes extra.

Terms of Payment:

- Year 1 Software Subscription:
 - Due 100% upon order form execution (Net 30).
 - 100% annually in advance for future years
- Professional Services:
 - Due 100% upon project start date or upon completion of implementation date (Net 30)



Please complete the questions below:

Accounts Payable Contact:

Name:

Email:

Customer Signature:

Name:

Title:

Date:

TERMS & CONDITIONS

The Customer hereby agrees to order the products and/or services outlined above at the prices indicated, and acknowledges it has read, understands and agrees to be bound by the terms and conditions detailed at [End User License Agreement | Euna Solutions](#) (the "Agreement").

All remittance advice and invoice inquiries can be directed to support@questica.com. Please feel free to contact us if you have any questions.

THANK YOU FOR YOUR BUSINESS!

Scope of Work

Implementation of Questica Digital Budget Book

Includes both self and fully guided options

Budget Book Studio

Entry	Meaning
In scope	The task or function is within the statement of work to be undertaken by Euna professional services, with such help from the client as detailed in the item description. There may be additional refinement of the scope.
Customer task	The task or function is not within the statement of work to be undertaken by Euna professional services, but will be undertaken by the client, with such help from Euna as is detailed in the item description. There may be additional information qualifying this.
Not in scope	The task or function is not within the statement of work to be undertaken by Euna professional services, nor will it be undertaken by the client

Euna Guided Budget Book Studio Implementation

The Client will be responsible for creating the Views in Euna Budget and using the training content provided to guide through configuring the layout and content of that data in each Digital Budget Book you build. Euna's assistance in this shall be delivered remote over a period not exceeding 8 weeks and a total of 40 hours. Where the source system is not Euna Budget, the customer is responsible for providing clean well organized data in CSV files for upload. The client will need to provide the project lead with a well formatted sample of the intended budget book in order to provide recommendations for how to recreate that sample in Budget Book Studio.

Function, Feature, or Service	Description	Statement of Work
Budget Book Analysis	The Euna project lead will do an initial analysis of the existing Budget Book. This will be used to inform recommendations on configuration changes needed to the Euna Budget data model to accommodate the budget book layout. This will also be used to make recommendations for the creation of Views within Euna Budget, in order to pull the data identified in the sample into Budget Book Studio for a report or section of a report within the sample budget book. This will also be used to provide suggestion how to ideally use the native Budget Book Studio functionality in order to produce a budget book similar to the sample budget book	In Scope
Review of Account Structure Data Model	The Euna project lead will do an analysis of the client's existing data model in Euna Budget Pro in order to determine how recommended configuration changes will need to be made to accommodate the sample budget book in line with what the client already has configured.	In Scope

Account Structure Configuration Changes	Within Euna Budget Pro, an existing account string should already be set for data elements such as: • Division/Department hierarchy; • Fund Categories and Funds; • Account Categories and Expense and Revenue GL Accounts • Statistical Account Categories and Statistical Accounts • Other Chart of Account Segment Values • Performance Measure Units The Euna Budget Implementation may includes services to setup the account structure configuration for the items listed above. However, the Budget Book Studio implementation does not include services to make substantial changes to the existing account string or relationships between the account string data structures that were created during the initial Euna Budget Pro implementation. It only includes building additional entities/fields upon existing data elements to account for missing data compared to the sample budget book. This includes fields such as narrative fields or entities such as roll-up reporting elements to support data aggregation in reports.	Not in Scope
Additional Module Implementation	In the case where the sample budget book contains data that exists within a module that has not been utilized, implemented or purchased by the client, the client is responsible for configuration and data entry within that module. For example, if a section of the sample budget book contains performance measure data, but that module is not utilized in Euna Budget Pro, then the client will need to configure and fill data into that module to facilitate creation of that report section within Budget Book Studio.	Not in Scope
Import Supporting Data within Euna Budget Pro	The Euna project lead will do an analysis of the client's existing data model in Euna Budget Pro in order to determine how recommended configuration changes will need to be made to accommodate the sample budget book in line with what the client already has configured. Should data importing be needed into any additional entities/fields that have been newly configured in the data model, the client and project lead will determine how to share the responsibility for importing data values in those entities/fields, in a way that respects the 40 hours allocated for the total project	Shared Task
Import Supporting Data within Budget Book Studio	The Euna project lead will train the client on the features available within Budget Book Studio and guide the client through ideal use of the features in order to develop the sample budget book. Should data importing be needed, the client and project lead will determine how to share the responsibility for importing data values in those entities/fields, in a way that respects the 40 hours allocated for the total project	Shared Task
Data Model Configuration & Testing Integration from Questica Budget	Following the budget book analysis and review of account structure data model, the Euna project lead will run working sessions to do some initial configuration needed to the existing data model with entities/fields to support creation of the sample budget book layout in Budget Book Studio as well as provide guidance to the client on the creation of custom entities, fields and Views.	In Scope
Train the Trainer Training	Euna will provide training through online content and webinar style training sessions, including an optional introduction for newcomers to OpenBook.	In Scope
Guidance on Budget Book Creation	The Euna project lead will provide guidance and work assistance to client on how to complete the creation of the budget book sample within Budget Book Studio, including tasks such as: 1. Manual input of values deemed non-automatable 2. Insertion of unstructured data from files such as images, maps, award certificates, and charts 3. Sharing experience of layout and content options	Shared Task



Budget Book Creation	The Euna project lead will not create the provided budget book sample within Budget Book Studio. They will provide configuration of the Euna Budget Pro data model, analysis on essential View creation, training on the Budget Book Studio product, expertise on best use of the Budget Book Studio features and support through the initial budget book creation steps.	Customer Task
Custom Reporting Entity Creation	The creation of the Budget Book will rely on out of the box reporting entities available within the Euna Budget product. Should a custom reporting entity be needed, this will require a separate change order contract for the Technical Services team to create that custom reporting entity.	Not in Scope

Change Orders

Any changes to the agreed scope, including changes requested by The Customer within the warranty period of customizations, shall be the subject of a new change order and the work to be carried out thereunder shall be separately estimated, agreed, and billed. Questica and The Customer must draw up an agreement of design detail and cost estimate before Questica undertakes any customizations.

The work shall be billed on a time and materials basis at the contracted rate in effect at the time of estimation. Should The Customer require a more detailed design and estimate, this can be prepared, however the investigation will be billable as the design of customizations is a significant part of the work.

Warranty

Once completed, any custom work shall be warranted by Questica in accordance with the "Technical Support Services" section of the Questica Software License Agreement.



< Business Lookup

License Information:

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

Entity name: QUESTICA LTD. DBA QUESTICA 2 LTD.

Business name: QUESTICA LTD

Entity type: [Profit Corporation](#)

UBI #: 604-283-536

Business ID: 001

Location ID: 0001

Location: Active

Location address: 363 W. ERIE ST.
FL 7
CHICAGO IL 60654

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

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

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

Endorsements

Endorsements held at this locati	License #	Count	Details	Status	Expiration date	First issuance d
Bellingham General Business	063368			Active		Jun-07-2018
Spokane General Business - Non-Resident				Active	May-31-2025	Mar-26-2019

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

Governing people	Title
AMBURGEY, TOM	
CROCKER, ROB	
LENCHAK, BRENNA	
SMOLEN, DAVID	

Registered Trade Names



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

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 5/22/2024 3:11:40 PM

Contact us

How are we doing?

Take our survey!

Don't see what you expected?

Check if your browser is supported





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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

6/30/2025

DATE (MM/DD/YYYY)

6/26/2024

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	Lockton Insurance Brokers, LLC CA License #OF15767 Three Embarcadero Center, Suite 600 San Francisco CA 94111 (415) 568-4000	CONTACT NAME:	
		PHONE (A/C, No. Ext):	FAX (A/C, No):
INSURED 1515101	GTY Technology Holdings Inc. dba EUNA Solutions 3653 South Avenue Springfield MO 65807	INSURER(S) AFFORDING COVERAGE	
		INSURER A : StarNet Insurance Company	NAIC # 40045
		INSURER B : Berkley National Insurance Company	38911
		INSURER C : Associated Industries Insurance Co, Inc.	23140
		INSURER D : HDI Global Specialty SE	40041
		INSURER E :	
		INSURER F :	

COVERAGES CERTIFICATE NUMBER: 19324673 REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Deductible: \$0 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	TCP 7022821-11	6/30/2024	6/30/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	TCP 7022821-11	6/30/2024	6/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX Comp./Coll Ded. \$ 1,000
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ 0	Y	N	TCP 7022821-11	6/30/2024	6/30/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N/A		N	TWC 7022822-12	6/30/2024	6/30/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Primary Tech E&O/Cyber/PL	N	N	AES1234121-00	6/30/2024	6/30/2025	\$5M SIR: \$50K
D	Excess Tech E&O/Cyber			FRH-H-CT-00000758-01	6/30/2024	6/30/2025	\$5,000,000 xs \$5,000,000 - \$0 SIR

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Tech E&O liability is included in the Professional liability policy*
City of Spokane WA. is an Additional Insured with respect to the liability arising out of the operations of the insured and to the extent provided by the policy language or endorsement issued or approved by the insurance carrier. 30 Day Notice of Cancellation applies per the applicable policy language or endorsements.

CERTIFICATE HOLDER

CANCELLATION

19324673
City of Spokane WA
808 W Spokane Falls Blvd
Spokane WA 99201

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

AUTHORIZED REPRESENTATIVE
Adam D. McDonough

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 01/27/2025**Committee Agenda type:** Consent**Council Meeting Date:** 02/24/2025

		Date Rec'd	1/13/2025
		Clerk's File #	
		Cross Ref #	
		Project #	
Submitting Dept	FLEET SERVICES	Bid #	SOLE SOURCE
Contact Name/Phone	RICK GIDDINGS 625-7706	Requisition #	CR 27147
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	PDILLON MCATHCART		
Sponsoring at Administrators Request	NO		
Lease? NO	Grant Related? NO	Public Works? NO	
Agenda Item Name	5100 - SOLE SOURCE RESOLUTION FOR PAPE MACHINERY		

Agenda Wording

Fleet Services is seeking approval for a Sole Source Resolution and 5-year Service Contract for the repair and maintenance of John Deere, Wirtgen, and Vogele equipment owned by the City.

Summary (Background)

Pape Machinery is the only authorized dealer of parts and service for John Deere, Wirtgen, and Vogele equipment within a reasonable distance from our location. Sole source resolution has been completed, and required public notice has been provided. Yearly expenditures are not to exceed \$200,000 for a 5-year total of \$1,000,000.

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?

Fleet Services collects cost and service information for future comparison.

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 and Centralized Fleet Management Policies.

Council Subcommittee Review

No Subcommittee for this topic.

Fiscal Impact	
Approved in Current Year Budget? YES	
Total Cost	\$ \$1,000,000
Current Year Cost	\$ \$200,000
Subsequent Year(s) Cost	\$ \$200,000
<u>Narrative</u>	
Sole source justification and required public notice has been completed in accordance with City purchasing rules. Hourly rates and parts costs are reasonable in comparison to similar vendors.	
Amount	
Budget Account	
Expense	\$ 1,000,000
Select	\$
Select	\$
Select	\$
Select	\$
Select	\$
Select	\$
# 5100-71700-48348-54803-99999	
#	
#	
#	
#	
#	
Funding Source Recurring	
Funding Source Type Program Revenue	
Is this funding source sustainable for future years, months, etc?	
Yes	
Expense Occurrence	One-Time
Other budget impacts (revenue generating, match requirements, etc.)	
Approvals	
Additional Approvals	
Dept Head	GIDDINGS, RICHARD
Division Director	BOSTON, MATTHEW
Accounting Manager	ZOLLINGER, NICHOLAS
Legal	SCHOEDEL, ELIZABETH
For the Mayor	PICCOLO, MIKE
Distribution List	
gwarren@papemachinery.com (Gerald Warren)	rgiddings@spokanecity.org
Tprince@spokanecity.org	fleetservicesaccounting@spokanecity.org

SOLE-SOURCE RESOLUTION

A RESOLUTION declaring PAPE' MACHINERY (Spokane, WA) a sole-source provider and authorizing the City to enter into a Contract for the purpose of service on JOHN DEERE, WIRTEN AND VOGELE trucks and equipment on an "as needed" basis for a five (5) year period – approximately \$200,000 annually without public bidding and a Value Blanket Order for the purchase of JOHN DEERE, WIRTGEN AND VOGELE parts on an "as needed" basis for a five (5) year period – approximately \$50,000.00 annually without public bidding.

WHEREAS, the above referenced service and parts are only available through authorized distributors and Pape' Machinery is our local authorized distributor; and

WHEREAS, these parts are essential in maintaining the city's equipment fleet; and

WHEREAS, the estimated annual expenditure for JOHN DEERE, WIRTGEN AND VOGELE parts and service exceeds the 2025 public bid limit of \$50,000 for goods and services;

-- Now, Therefore,

BE IT RESOLVED by the City Council for the City of Spokane that it hereby declares the service of John Deere, Wirtgen and Vogeles equipment and the purchase of John Deere, Wirtgen and Vogeles parts a sole-source purchase through Pape' Machinery.; and

BE IT FURTHER RESOLVED that the City Council authorizes a five (5) Contract for the purpose of service of John Deere, Wirten and Vogeles equipment - \$200,000 annually without public bidding and a five (5) year Value Blanket Order for the purchase of John Deere, Wirtgen and Vogeles parts on an "as needed" basis - \$50,000, without public bidding.

ADOPTED BY THE CITY COUNCIL ON _____

City Clerk

Approved as to form:

Assistant City Attorney



City of Spokane
PERSONAL SERVICE AGREEMENT
Title: **SERVICE FOR JOHN DEERE, WIRTGEN
AND VOGELE EQUIPMENT**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **PAPE` MACHINERY, INC.**, whose address is 6210 West Rowand Road, Spokane, Washington 99224 as (“Company”), individually hereafter referenced as a “party”, and together as the “parties”.

The parties agree as follows:

1. PERFORMANCE.

The Company shall provide Service for John Deere, Wirtgen and Vogele Equipment pursuant to the Sole Source Justification, which is attached as Exhibit B. In the event of a conflict between these documents and this City Contract, the terms of this contract will control.

2. TERM OF AGREEMENT.

The term of this Agreement begins on February 1, 2025, and shall run through January 31, 2030, unless amended by written agreement or terminated earlier under the provisions of this Agreement.

3. COMPENSATION / PAYMENT.

Total annual compensation for Company’s services under this Agreement shall not exceed **TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00)**, and applicable tax, per year, for everything furnished and done under this Agreement. This is an optional use contract. Services by the Company are provided on an as-needed basis upon request in accordance with the terms of the Contract documents. Only the services requested, received and accepted will be paid for by the City.

The Company shall submit its applications for payment to City of Spokane, Fleet Services Department, 914 East North Foothills Drive, Spokane, Washington, 99207. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

4. TAXES, FEES AND LICENSES.

A. Company shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Company’s sole responsibility to monitor and determine changes or

the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

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

5. CITY OF SPOKANE BUSINESS LICENSE.

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

6. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

7. INDEMNIFICATION.

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

8. INSURANCE.

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

A. **Worker's Compensation Insurance** in compliance with RCW 51, 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

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 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 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.

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.

PAPE` MACHINERY, INC

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Certificate Regarding debarment

Exhibit B – Sole Source Justification Form

25-004

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 are 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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/16/2025

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

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

PRODUCER MARSH USA LLC. 111 SW COLUMBIA STREET, SUITE 500 PORTLAND, OR 97201 Attn: portland.certrequest@marsh.com CN101920226-PG.-GAWUP-24-25 PM	CONTACT NAME: PHONE (A/C. No. Ext):		FAX (A/C. No):
	E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A : Old Republic Insurance Company			24147
INSURER B : N/A			N/A
INSURER C : N/A			N/A
INSURER D :			
INSURER E :			
INSURER F :			

COVERAGES CERTIFICATE NUMBER: SEA-003541250-26 **REVISION NUMBER:** 12

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIAB <input checked="" type="checkbox"/> PER LOC AGG \$12M (CAP) GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	X	MWZY31610224	03/01/2024	03/01/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	MWC31610024	03/01/2024	03/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Those usual to the insured's operation. The City of Spokane is listed as an 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
of Marsh USA LLC

Marsh USA LLC



STATE OF WASHINGTON

BUSINESS LICENSE

Issue Date: Mar 22, 2024

Unified Business ID #: 602189602

Business ID #: 001

Location: 0016

Expires: Mar 31, 2025

Profit Corporation

PAPE' MACHINERY, INC.
PAPE MACHINERY INC
6210 W ROWAND RD
SPOKANE WA 99224-5321

UNEMPLOYMENT INSURANCE - ACTIVE
MINOR WORK PERMIT - ACTIVE
MISCELLANEOUS VEHICLE DEALER SUBAGENCY #06989 - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE

CITY/COUNTY ENDORSEMENTS:

SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE
COLVILLE GENERAL BUSINESS - NON-RESIDENT #026960.0 - ACTIVE
PACIFIC GENERAL BUSINESS - NON-RESIDENT #103475 - ACTIVE

DUTIES OF MINORS:

Ages 16-17: CLEANING, ORGANIZING, ASSIST WITH PULLING PARTS, CLERICAL DUTIES, PREPARATION AND PRE-DELIVERY SETUP OF EQUIPMENT

LICENSING RESTRICTIONS:

It is the business's responsibility to comply with minor work permit requirements. See WAC 296-125-030 and WAC 296-125-033 for Non-Agricultural and WAC 296-131-125 for Agricultural guidelines and restricted activities.

Only 17 year olds may drive on public roadways if such driving is occasional and incidental. Restricted to daylight hours. 16 and 17 year olds may occasionally drive on employer's private property. WAC 296-125-030 (2). See L&I's Policy: ES.C.4.3.

Service occupations: if a minor works past 8 p.m., minor must be supervised by a responsible adult employee who is

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: 602189602 001 0016

PAPE' MACHINERY, INC.
PAPE MACHINERY INC
6210 W ROWAND RD
SPOKANE WA 99224-5321

FOLD HERE

STATE OF WASHINGTON

FOLD HERE

UNEMPLOYMENT INSURANCE - ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
MINOR WORK PERMIT - ACTIVE
TAX REGISTRATION - ACTIVE
MISCELLANEOUS VEHICLE DEALER SUBAGENCY #06989 - ACTIVE
SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE
COLVILLE GENERAL BUSINESS - NON-RESIDENT #026960.0 - ACTIVE
PACIFIC GENERAL BUSINESS - NON-RESIDENT #103475 - ACTIVE

Expires: Mar 31, 2025

Director, Department of Revenue



STATE OF WASHINGTON

BUSINESS LICENSE

Profit Corporation

PAPE' MACHINERY, INC.
PAPE MACHINERY INC
6210 W ROWAND RD
SPOKANE WA 99224-5321
on the premises at all times. WAC 296-125-030(30)

Issue Date: Mar 22, 2024
Unified Business ID #: 602189602
Business ID #: 001
Location: 0016
Expires: Mar 31, 2025

REGISTERED TRADE NAMES:
PAPE MACHINERY 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: 602189602 001 0016

PAPE' MACHINERY, INC.
PAPE MACHINERY INC
6210 W ROWAND RD
SPOKANE WA 99224-5321

FOLD HERE

STATE OF WASHINGTON

FOLD HERE

UNEMPLOYMENT INSURANCE - ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
MINOR WORK PERMIT - ACTIVE
TAX REGISTRATION - ACTIVE
MISCELLANEOUS VEHICLE DEALER
SUBAGENCY #06989 - ACTIVE
SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE
COLVILLE GENERAL BUSINESS - NON-RESIDENT #026960.0 - ACTIVE
PACIFIC GENERAL BUSINESS - NON-RESIDENT #103475 - ACTIVE

Expires: Mar 31, 2025

Director, Department of Revenue

IMPORTANT!

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY BEFORE POSTING THIS LICENSE

General Information

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

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

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

Telephone: 360-705-6741

Endorsements

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

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

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

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

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 01/27/2025**Committee Agenda type:** Consent**Council Meeting Date:** 02/24/2025

		Date Rec'd	1/13/2025
		Clerk's File #	RES 2025-0008
		Cross Ref #	
		Project #	
Submitting Dept	FLEET SERVICES	Bid #	SOLE SOURCE
Contact Name/Phone	RICK GIDDINGS 625-7706	Requisition #	CR 27151
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	PDILLON MCATHCART		
Sponsoring at Administrators Request	NO		
Lease? NO	Grant Related? NO	Public Works? NO	
Agenda Item Name	5100 - SOLE SOURCE RESOLUTION FOR TRANSPORT EQUIPMENT		

Agenda Wording

Fleet Services is seeking approval for a Sole Source Resolution and 5-year contract with Transport Equipment for repairs and maintenance on Mack trucks owned by the City.

Summary (Background)

Transport Equipment of Spokane is the only authorized dealer for Mack Truck parts and service within our region. Sole source justification and required public notification have been completed. Contract is not to exceed \$50,000 per year for a 5-year total of \$250,000.

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 data is collected by Fleet Services for future analysis.

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

Aligns with city purchasing rules and Centralized Fleet Management Policy.

Council Subcommittee Review

No Committee for this topic.

Fiscal Impact			
Approved in Current Year Budget? YES			
Total Cost	\$ \$250,000		
Current Year Cost	\$ \$50,000		
Subsequent Year(s) Cost	\$ \$50,000		
<u>Narrative</u>			
Sole source justification and required public notification have been completed per City purchasing rules. Hourly rate and part cost are reasonable compared with similar vendors.			
Amount			
Budget Account			
Expense \$ 250,000	# 5100-71700-48348-54803-99999		
Select \$	#		
Select \$	#		
Select \$	#		
Select \$	#		
Select \$	#		
Funding Source Recurring			
Funding Source Type Program Revenue			
Is this funding source sustainable for future years, months, etc?			
Yes			
Expense Occurrence	Recurring		
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals			
Additional Approvals			
Dept Head	GIDDINGS, RICHARD	<u>PURCHASING</u>	PRINCE, THEA
<u>Division Director</u>	BOSTON, MATTHEW		
<u>Accounting Manager</u>	ZOLLINGER, NICHOLAS		
<u>Legal</u>	HARRINGTON,		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
jkimmey@transportequip.com		rgiddings@spokanecity.org	
Tprince@spokanecity.org		fleetservicesaccounting@spokanecity.org	

SOLE-SOURCE RESOLUTION

A RESOLUTION declaring TRANSPORT EQUIPMENT (Spokane, WA) a sole-source provider and authorizing the City to enter into a Contract for the purpose of service on MACK trucks and equipment on an “as needed” basis for a five (5) year period – approximately \$50,000 annually without public bidding and a Value Blanket Order for the purchase of MACK parts on an “as needed” basis for a five (5) year period – approximately \$50,000.00 annually without public bidding.

WHEREAS, the above referenced service and parts are only available through authorized distributors and Pape’ Machinery is our local authorized distributor; and

WHEREAS, these parts are essential in maintaining the city’s equipment fleet; and

WHEREAS, the estimated annual expenditure for MACK parts and service exceeds the 2025 public bid limit of \$50,000 for goods and services;

-- Now, Therefore,

BE IT RESOLVED by the City Council for the City of Spokane that it hereby declares the service of John Deere, Wirtgen and Vogeles equipment and the purchase of John Deere, Wirtgen and Vogeles parts a sole-source purchase through Pape’ Machinery.; and

BE IT FURTHER RESOLVED that the City Council authorizes a five (5) Contract for the purpose of service of Mack equipment - \$50,000 annually without public bidding and a five (5) year Value Blanket Order for the purchase of Mack parts on an “as needed” basis - \$50,000, without public bidding.

ADOPTED BY THE CITY COUNCIL ON _____

City Clerk

Approved as to form:

Assistant City Attorney



City of Spokane
PERSONAL SERVICE AGREEMENT
Title: **SERVICE FOR MACK EQUIPMENT**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **TRANSPORT EQUIPMENT, INC.**, whose address is 5615 East Third Avenue, Spokane, Washington 99212 as (“Company”), individually hereafter referenced as a “party”, and together as the “parties”.

The parties agree as follows:

1. PERFORMANCE.

The Company shall provide Service for Mack Equipment pursuant to the Sole Source Justification, which is attached as Exhibit B. In the event of a conflict between these documents and this City Contract, the terms of this contract will control.

2. TERM OF AGREEMENT.

The term of this Agreement begins on February 1, 2025, and shall run through January 31, 2030, unless amended by written agreement or terminated earlier under the provisions of this Agreement.

3. COMPENSATION / PAYMENT.

Total annual compensation for Company’s services under this Agreement shall not exceed **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00)**, and applicable tax, per year, for everything furnished and done under this Agreement. This is an optional use contract. Services by the Company are provided on an as-needed basis upon request in accordance with the terms of the Contract documents. Only the services requested, received and accepted will be paid for by the City.

The Company shall submit its applications for payment to City of Spokane, Fleet Services Department, 914 East North Foothills Drive, Spokane, Washington, 99207. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

4. TAXES, FEES AND LICENSES.

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

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

5. CITY OF SPOKANE BUSINESS LICENSE.

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

6. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

7. INDEMNIFICATION.

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

8. INSURANCE.

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

- A. **Worker's Compensation Insurance** in compliance with RCW 51, 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

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 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 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.

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.

TRANSPORT EQUIPMENT, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

- Exhibit A – Certificate Regarding debarment
- Exhibit B – Sole Source Justification Form

25-008

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 are 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



TRANEQU-07

JDILLON1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/9/2025

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 License # 696868 HUB International Mountain States Limited 2703 Connerly Way Missoula, MT 59808	CONTACT Jordan Dillon <small>NAME:</small>	
	PHONE (A/C, No, Ext): (406) 303-6083	FAX (A/C, No):
	E-MAIL ADDRESS: Jordan.dillon@hubinternational.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Charter Oak Fire Insurance Company	NAIC # 25615
	INSURER B : Travelers Property Casualty Company of America	25674
INSURED Transport Equipment, Inc 9300 Inspiration Drive Missoula, MT 59801	INSURER C : Idaho State Insurance Fund	36129
	INSURER D : Montana State Fund	
	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	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Garage Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		AD-A2936801-24-14	11/1/2024	11/1/2025	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 \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	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 <input checked="" type="checkbox"/> Garage Liability	X		AD-A2936801-24-14	11/1/2024	11/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Each Accident \$ 1,000,000
B	<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			CUP-A2944865-24-14	11/1/2024	11/1/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in MT) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	653626	6/1/2024	6/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Garagekeepers			AD-A2936801-24-14	11/1/2024	11/1/2025	Limit - see below
D	Worker's Compensatio			03-406419-8	6/1/2024	6/1/2025	Employers Liability 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Garagekeepers - 9300 INSPIRATION DRIVE MISSOULA MT 59808
 Comprehensive Limit: \$2,500,000

Garagekeepers - 5615 E 3RD AVE SPOKANE WA 99212
 Comprehensive Limit: \$2,500,000

Garagekeepers - 3218 EAST MAIN ST LEWISTON ID 83501
 SEE ATTACHED ACORD 101

CERTIFICATE HOLDER City of Spokane 808 W Spokane Falls Blvd 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

AGENCY CUSTOMER ID: TRANEQU-07

JDILLON1

LOC #: 0



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY HUB International Mountain States Limited		License # 696868	NAMED INSURED Transport Equipment, Inc 9300 Inspiration Drive Missoula, MT 59801
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

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

**Description of Operations/Locations/Vehicles:
Comprehensive Limit: \$350,000**

**Deductibles for all locations:
Comprehensive Deductible: \$2,500 per auto/\$10,000 max
Wind/Hail Deductible: \$2,500 per auto/no max**

**Garagekeepers Blanket
Collision Limit: \$3,100,000
Collision Deductible: \$2,500**

General/Auto Liability: CA 00 25 10 13 Auto Dealers Coverage Form (Additional Insured)



STATE OF WASHINGTON

BUSINESS LICENSE

Issue Date: Mar 02, 2024

Profit Corporation

Unified Business ID #: 601838350

Business ID #: 001

Location: 0001

Expires: Feb 28, 2025

TRANSPORT EQUIPMENT, INC. DBA TRANSPORT EQUIPMENT, INC.
OF SPOKANE
TRANSPORT EQUIPMENT, INC.
5615 E 3RD AVE
SPOKANE VALLEY WA 99212-0751

UNEMPLOYMENT INSURANCE - ACTIVE
MINOR WORK PERMIT - ACTIVE
MOTOR VEHICLE DEALER #02290 - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE

CITY/COUNTY ENDORSEMENTS:

SPOKANE VALLEY GENERAL BUSINESS #00932 - ACTIVE
SPOKANE GENERAL BUSINESS - NON-RESIDENT #T12029287BUS - ACTIVE

DUTIES OF MINORS:

Ages 16-17: SHOP CLEAN UP/HELPER, ADMIN HELPER, PARTS WAREHOUSE HELPER, AND/OR TRUCK WASHER
Ages 14-15: SHOP CLEAN UP/HELPER, ADMIN HELPER, PARTS WAREHOUSE HELPER, AND/OR TRUCK WASHER

LICENSING RESTRICTIONS:

It is the business's responsibility to comply with minor work permit requirements. See WAC 296-125-030 and WAC 296-125-033 for Non-Agricultural and WAC 296-131-125 for Agricultural guidelines and restricted activities.

Minors may not operate or work in close proximity to heavy moving equipment. This includes, but is not limited to, earth-moving machines, cranes, compactors, forklifts and tractors. WAC 296-125-030(17)

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: 601838350 001 0001

STATE OF WASHINGTON

Expires: Feb 28, 2025

TRANSPORT EQUIPMENT, INC.
DBA TRANSPORT EQUIPMENT,
INC. OF SPOKANE
TRANSPORT EQUIPMENT, INC.
5615 E 3RD AVE
SPOKANE VALLEY WA 99212-0751

UNEMPLOYMENT INSURANCE - ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
MINOR WORK PERMIT - ACTIVE
TAX REGISTRATION - ACTIVE
MOTOR VEHICLE DEALER #02290 - ACTIVE
SPOKANE VALLEY GENERAL BUSINESS #00932 - ACTIVE
SPOKANE GENERAL BUSINESS - NON-RESIDENT #T12029287BUS - ACTIVE

Director, Department of Revenue



STATE OF WASHINGTON

BUSINESS LICENSE

Profit Corporation

TRANSPORT EQUIPMENT, INC. DBA TRANSPORT EQUIPMENT, INC.
OF SPOKANE
TRANSPORT EQUIPMENT, INC.
5615 E 3RD AVE
SPOKANE VALLEY WA 99212-0751

REGISTERED TRADE NAMES:

TRANSPORT EQUIPMENT, INC.

Issue Date: Mar 02, 2024

Unified Business ID #: 601838350

Business ID #: 001

Location: 0001

Expires: Feb 28, 2025

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

Director, Department of Revenue

UBI: 601838350 001 0001

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DBA TRANSPORT EQUIPMENT,
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STATE OF WASHINGTON

Expires: Feb 28, 2025

Director, Department of Revenue

IMPORTANT!

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY BEFORE POSTING THIS LICENSE

General Information

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

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

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

Telephone: 360-705-6741

Endorsements

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

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

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

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

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 01/27/2025**Committee Agenda type:** Consent**Council Meeting Date:** 02/24/2025

		Date Rec'd	1/13/2025
		Clerk's File #	RES 2025-0009
		Cross Ref #	
		Project #	
Submitting Dept	FLEET SERVICES	Bid #	SOLE SOURCE
Contact Name/Phone	RICK GIDDINGS 625-7706	Requisition #	CR 27148
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	PDILLON MCATHCART		
Sponsoring at Administrators Request	NO		
Lease? NO	Grant Related? NO	Public Works? NO	
Agenda Item Name	5100 - SOLE SOURCE RESOLUTION FOR WESTERN STATES EQUIPMENT		

Agenda Wording

Fleet Services is seeking approval for a Sole Source Resolution and 5-year service contract with Western States Equipment for the repair and maintenance of Caterpillar equipment owned by the City.

Summary (Background)

Western States of Spokane is the only authorized dealer of parts and service for Caterpillar Equipment in our region. Sole Source justification and required public notification has been completed. Contract expenditures are not to exceed \$50,000 per year for a 5-year total of \$250,000.

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?

Fleet collects cost and service data for future evaluation.

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

Aligns with City Purchasing and Centralized Fleet Management Policies.

Council Subcommittee Review

No subcommittee for this topic.

Fiscal Impact	
Approved in Current Year Budget?	
Total Cost	\$ \$250,000
Current Year Cost	\$ \$50,000
Subsequent Year(s) Cost	\$ \$50,000
<u>Narrative</u>	
Sole source justification and required public notification have been completed per city purchasing rules. Hourly rate and parts cost are reasonable compared with similar vendors.	
Amount	
Budget Account	
Expense	\$ 250,000
Select	\$
Select	\$
Select	\$
Select	\$
Select	\$
Select	\$
# 5100-71700-48348-54803-99999	
#	
#	
#	
#	
#	
Funding Source Recurring	
Funding Source Type Program Revenue	
Is this funding source sustainable for future years, months, etc?	
Yes	
Expense Occurrence Recurring	
Other budget impacts (revenue generating, match requirements, etc.)	
Approvals	
Additional Approvals	
Dept Head	GIDDINGS, RICHARD
Division Director	BOSTON, MATTHEW
Accounting Manager	ZOLLINGER, NICHOLAS
Legal	SCHOEDEL, ELIZABETH
For the Mayor	PICCOLO, MIKE
Distribution List	
Adam Hirstein adam.hirstein@wseco.com	rgiddings@spokanecity.org
Tprince@spokanecity.org	fleetservicesaccounting@spokanecity.org

SOLE-SOURCE RESOLUTION

A RESOLUTION declaring WESTERN STATES EQUIPMENT (Spokane, WA) a sole-source provider and authorizing the City to enter into a Contract for the purpose of service on CATERPILLAR trucks and equipment on an “as needed” basis for a five (5) year period – approximately \$50,000 annually without public bidding and a Value Blanket Order for the purchase of CATERPILLAR parts on an “as needed” basis for a five (5) year period – approximately \$50,000.00 annually without public bidding.

WHEREAS, the above referenced service and parts are only available through authorized distributors and Pape’ Machinery is our local authorized distributor; and

WHEREAS, these parts are essential in maintaining the city’s equipment fleet; and

WHEREAS, the estimated annual expenditure for CATERPILLAR parts and service exceeds the 2025 public bid limit of \$50,000 for goods and services;

-- Now, Therefore,

BE IT RESOLVED by the City Council for the City of Spokane that it hereby declares the service of Caterpillar equipment and the purchase of Caterpillar parts a sole-source purchase through Western States Equipment.; and

BE IT FURTHER RESOLVED that the City Council authorizes a five (5) Contract for the purpose of service of Caterpillar equipment - \$50,000 annually without public bidding and a five (5) year Value Blanket Order for the purchase of Caterpillar parts on an “as needed” basis - \$50,000, without public bidding.

ADOPTED BY THE CITY COUNCIL ON _____

City Clerk

Approved as to form:

Assistant City Attorney



City of Spokane
PERSONAL SERVICE AGREEMENT
Title: **SERVICE FOR CATERPILLAR EQUIPMENT**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **WESTERN STATES EQUIPMENT COMPANY**, whose address is 500 East Overland, Meridian, Idaho 83642 as (“Company”), individually hereafter referenced as a “party”, and together as the “parties”.

The parties agree as follows:

1. PERFORMANCE.

The Company shall provide Service for Caterpillar Equipment pursuant to the Sole Source Justification, which is attached as Exhibit B. In the event of a conflict between these documents and this City Contract, the terms of this contract will control.

2. TERM OF AGREEMENT.

The term of this Agreement begins on February 1, 2025, and shall run through January 31, 2030, unless amended by written agreement or terminated earlier under the provisions of this Agreement.

3. COMPENSATION / PAYMENT.

Total annual compensation for Company’s services under this Agreement shall not exceed **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00)**, and applicable tax, per year, for everything furnished and done under this Agreement. This is an optional use contract. Services by the Company are provided on an as-needed basis upon request in accordance with the terms of the Contract documents. Only the services requested, received and accepted will be paid for by the City.

The Company shall submit its applications for payment to City of Spokane, Fleet Services Department, 914 East North Foothills Drive, Spokane, Washington, 99207. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

4. TAXES, FEES AND LICENSES.

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

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

5. CITY OF SPOKANE BUSINESS LICENSE.

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

6. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

7. INDEMNIFICATION.

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

8. INSURANCE.

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

- A. **Worker's Compensation Insurance** in compliance with RCW 51, 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

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 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 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.

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.

WESTERN STATES EQUIPMENT COMPANY

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

- Exhibit A – Certificate Regarding debarment
- Exhibit B – Sole Source Justification Form

25-007

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 are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

4. I understand that a false statement of this certification may be grounds for termination of the contract.

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

EXHIBIT B

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

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

Table with 2 main columns: PRODUCER (Marsh & McLennan Agency LLC) and CONTACT NAME (Staci Shoemake). Includes sub-sections for INSURED (The Terteling Company, Inc.) and INSURER(S) AFFORDING COVERAGE (Zurich American Insurance Company, Great American Insurance Company, Federal 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Main table listing insurance coverages: COMMERCIAL GENERAL LIABILITY, AUTOMOBILE LIABILITY, UMBRELLA LIAB, WORKERS COMPENSATION AND EMPLOYERS' LIABILITY, and Contractors Equip. Includes columns for INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, and LIMITS.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
** Workers Comp Information **
Foreign Voluntary Compensation
U.S. Longshoremen & Harbor Workers
Employers Stop Gap Liability Coverage in ND, WA, and WY
Waiver of Subrogation
(See Attached Descriptions)

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...). Includes a signature for Peter J. Krause.

DESCRIPTIONS (Continued from Page 1)

Voluntary Compensation for all Employees
Blanket 30 Day NOC



STATE OF WASHINGTON

BUSINESS LICENSE

Issue Date: May 04, 2024

Profit Corporation

Unified Business ID #: 600394624

Business ID #: 001

Location: 0001

Expires: Apr 30, 2025

WESTERN STATES EQUIPMENT COMPANY
CAT RENTAL STORE
20150 E CATALDO AVE
LIBERTY LAKE WA 99016-5377

UNEMPLOYMENT INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE
OFF-ROAD VEHICLE DEALER #12470 - ACTIVE

CITY/COUNTY ENDORSEMENTS:

- LIBERTY LAKE GENERAL BUSINESS - ACTIVE
- PROSSER GENERAL BUSINESS - NON-RESIDENT - ACTIVE
- SPOKANE VALLEY GENERAL BUSINESS - NON-RESIDENT - ACTIVE
- SPOKANE GENERAL BUSINESS - NON-RESIDENT #T12009501BUS - ACTIVE
- MOSES LAKE GENERAL BUSINESS - NON-RESIDENT #BL2023-0412 - ACTIVE

LICENSING RESTRICTIONS:

Not licensed to hire minors without a Minor Work Permit.

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Director, Department of Revenue

UBI: 600394624 001 0001

STATE OF WASHINGTON

Expires: Apr 30, 2025

WESTERN STATES EQUIPMENT COMPANY
CAT RENTAL STORE
20150 E CATALDO AVE
LIBERTY LAKE WA 99016-5377

UNEMPLOYMENT INSURANCE - ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE
OFF-ROAD VEHICLE DEALER #12470 - ACTIVE
LIBERTY LAKE GENERAL BUSINESS - ACTIVE
PROSSER GENERAL BUSINESS - NON-RESIDENT - ACTIVE
SPOKANE VALLEY GENERAL BUSINESS - NON-RESIDENT - ACTIVE
SPOKANE GENERAL BUSINESS - NON-RESIDENT #T12009501BUS -

Director, Department of Revenue

IMPORTANT!

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY BEFORE POSTING THIS LICENSE

General Information

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

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

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

Telephone: 360-705-6741

Endorsements

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

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

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

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

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 01/27/2025**Committee Agenda type:** Consent**Council Meeting Date:** 02/24/2025

		Date Rec'd	1/14/2025
		Clerk's File #	OPR 2025-0099
		Cross Ref #	
		Project #	
Submitting Dept	FACILITIES MANAGEMENT	Bid #	6024-24 RFP
Contact Name/Phone	DAVE STEELE 6064	Requisition #	
Contact E-Mail	DSTEELE@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	PDILLON MCATHCART		
Sponsoring at Administrators Request	NO		
Lease? NO	Grant Related? NO	Public Works? NO	
Agenda Item Name	5900 FACILITIES CITYWIDE MASTER SECURITY CONTRACT STARPLEX		

Agenda Wording

The Facilities Department has reviewed proposals for Security Services for various specified locations as well as providing the ability for other City of Spokane departments to utilize the contract on an as-needed basis.

Summary (Background)

The Facilities Department in partnership with the Purchasing Department, has completed the RFP process for Citywide Security Services. The evaluation team has selected Starplex Corporation' Crowd Management Services (12722 NE Airport Way, Portland, OR 97230). This contract provides 24/7/365 security services at the Intermodal Transit Facility, security services at City Hall, during regular and extended operating hours and additional services as requested at a variety of Public Works, Parks and/or Library sites , etc. as needed. This is a two year contract with option

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

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget? YES	
Total Cost	\$ 750,000.00
Current Year Cost	\$ 750,000.00
Subsequent Year(s) Cost	\$ 750,000.00
<u>Narrative</u>	
Amount	Budget Account
Expense \$ 750,000.00	# XXXX-XXXXX-XXXXX-54920-99999
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Funding Source	
Funding Source Type Select	
Is this funding source sustainable for future years, months, etc?	
Yes	
Expense Occurrence	Recurring
Other budget impacts (revenue generating, match requirements, etc.)	
Approvals	
Dept Head	TEAL, JEFFREY
Division Director	STRATTON, JESSICA
Accounting Manager	BAIRD, CHRISTI
Legal	SCHOEDEL, ELIZABETH
For the Mayor	PICCOLO, MIKE
Additional Approvals	
<u>PURCHASING</u>	NECHANICKY, JASON
Distribution List	
Rrscott@cmsprotectsfun.com	dchristi@cmsprotectsfun.com
tprince@spokanecity.org	laga@spokanecity.org
kbustos@spokanecity.org	dsteELE@spokanecity.org
klong@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 Dillon, CM Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Citywide - Master Security Contract with Starplex Corporation Crowd Management Services
Summary (Background) *Use the Fiscal Impact box below for relevant financial information	<p>The Facilities Department, in partnership with the Purchasing Department, has completed the RFP process for Citywide Security Services. The evaluation team has selected Starplex Corporation Crowd Management Services (12722 NE Airport Way, Portland, OR 97230). This contract provides 24x7 security services at the Intermodal Transit Facility, security services at City Hall during regular and extended operating hours and additional services as requested at a variety of Public Works, Parks, and or Library Sites, etc as needed.</p> <p>This is a two year contract with the option of a one 1-year renewal.</p>
Proposed Council Action	Contract approval
Fiscal Impact	
Total Annual Spending Authority: \$ 750,000 annually	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A	
Specify funding source: Master Contract / Multiple Departments	
Revenue Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" 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- Basic Utilities	

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

NA

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

NA

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

NA



City of Spokane
PERSONAL SERVICE AGREEMENT
Title: **SECURITY SERVICES**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **STARPLEX CORPORATION**, whose address is 12722 NE Airport Way, Portland, Oregon 97230-1027 as (“Company”), individually hereafter referenced as a “party”, and together as the “parties”.

The parties agree as follows:

1. PERFORMANCE.

The Company shall provide Security Services to the City pursuant to RFP 6024-23 and Company’s Proposal dated September 23, 2024, which is attached as Exhibit B and made part of this Agreement. In the event of a conflict between the Company and this City Contract, the terms of this contract will control.

2. TERM OF AGREEMENT.

The term of this Agreement begins on January 1, 2025, and shall run through December 31, 2026, unless amended by written agreement or terminated earlier under the provisions. The contract may be renewed for one (1) additional one-year contract period, subject to mutual agreement.

3. COMPENSATION / PAYMENT.

Total compensation for Company’s services under this Agreement shall not exceed **SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$750,000.00)**, per year, plus applicable sales tax, unless modified by a written amendment to this Agreement.

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

4. TAXES, FEES AND LICENSES.

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

5. CITY OF SPOKANE BUSINESS LICENSE.

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

6. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

7. INDEMNIFICATION.

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

8. INSURANCE.

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

- A. **Worker's Compensation Insurance** in compliance with RCW 51, 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

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 the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish a current and acceptable Certificate of Insurance (COI). 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.

9. 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.

10. 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.

11. 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.

12. 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 Company for all work previously authorized and performed prior to the termination date.

13. STANDARD OF PERFORMANCE.

The standard of performance applicable to Company's services will be the degree of skill and diligence normally employed by professional Company 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 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).

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. 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.

STARPLEX CORPORATION

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 – Certification Regarding Debarment
- Exhibit B – Company’s Proposal dated September 23, 2024

EXHIBIT A

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

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

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

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

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

 1. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

4. I understand that a false statement of this certification may be grounds for termination of the contract.

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

EXHIBIT B



Business Lookup

License Information:

New search Back to results

Entity name: STARPLEX CORPORATION

Business name: STARPLEX CROWD MGMT

Entity type: Profit Corporation

UBI #: 601-120-394

Business ID: 001

Location ID: 0001

Location: Active

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

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

[Click here](#)

[Click here](#)

Excise tax and reseller permit status:

Secretary of State status:

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Minor Work Permit				Active	May-31-2025	Sep-08-2022
Spokane General Business	T12066215BUS			Active	May-31-2025	Oct-15-2012

Governing People

May include governing people not registered with Secretary of State

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

Registered Trade Names

Registered trade names	Status
CROWD MANAGEMENT SERVICES	Active
	First issued
	Jun-11-2024



Registered trade names	Status	First issued
CROWD MANAGEMENT SERVICES	Active	Apr-13-2022
View Additional Locations		
The Business Lookup information is updated nightly. Search date and time: 1/7/2025 10:44:25 AM		

Contact us

How are we doing?

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Don't see what you expected?

Check if your browser is supported





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/7/2025

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

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

PRODUCER k.p.d. Insurance LLC PO Box 784 Springfield OR 97477	CONTACT NAME: LoReis Evenson PHONE (A/C. No. Ext): 541-741-0550 E-MAIL ADDRESS: loreis.evenson@imacorp.com	FAX (A/C. No): 541-741-1674
	INSURER(S) AFFORDING COVERAGE	
INSURED Starplex Corporation 12722 NE Airport Way Portland OR 97230-1027	INSURER A : Berkley Specialty Insurance Company	
	INSURER B : SAIF Corporation	
	INSURER C : Liberty Mutual Insurance Company	
	INSURER D : National Liability & Fire Insurance Company	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 423005667

REVISION NUMBER:

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


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			0195333	6/15/2024	6/15/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Retention per Occ \$ 10,000
D	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			73APB008888	6/15/2024	6/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	499466 WC539S320110	1/1/2025 1/1/2025	1/1/2026 1/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			0195333	6/15/2024	6/15/2025	\$1,000,000 Occurrence \$2,000,000 Aggregate \$10,000 Retention per Occurrence

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

Certificate Holder Includes: City of Spokane, the City, its officers and employees.

Certificate Holder and all other parties required by the contract are included as Additional Insured on the General Liability Policy, if required by written contract or agreement, subject to the policy terms and conditions.

CERTIFICATE HOLDER**CANCELLATION**

City of Spokane Director of Admin Services, 7th Fl, City Hall 808 W Spokane Falls Blvd Spokane WA 99201-3304	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Date:

A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

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

However the insurance afforded to such additional insured:

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

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

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

This insurance does not apply to:

1. "Bodily injury", "property damage", "personal and advertising injury" or medical payments arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

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

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

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

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

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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

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

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

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE EXTENSION - SECURITY AND PATROL AGENCY PROFESSIONAL LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to 1.a. Insuring Agreement of Section I - Coverage A - Bodily Injury And Property Damage Liability:

We will also pay those sums that the insured becomes legally obligated to pay as damages because of the rendering of or failure to render "professional services" in providing "security and patrol agency services".

B. With respect to the coverage provided by this endorsement, the following exclusions are added to 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Coverage B - Personal And Advertising Injury Liability and Coverage C - Medical Payments:

This insurance does not apply to "incidents" arising out of:

1. Any "professional services" other than those provided for "security and patrol agency services";
2. "Bodily injury", "property damage", "personal and advertising injury", or medical payments covered under the ISO Commercial General Liability Coverage Form, whether or not such coverage is valid and collectible.
However, this exclusion does not apply to "bodily injury" or "property damage" arising out of a negligent act, error, or omission in the rendering of or failure to render "professional services" in providing "security patrol and agency services";
3. Dogs or any other animals, unless scheduled in the Declarations or added to the policy by endorsement;
4. Any product, of which the use or sale is prohibited under any Federal, State, or Municipal law or regulation;
5. The conduct of any business enterprise owned, controlled, operated, or managed by any insured, either individually or in a fiduciary capacity, including the ownership, maintenance, or use of any property other than in connection with the "professional services" in providing "security and patrol agency services";
6. Any insured's activities as an "executive officer" or director of any corporation, company, or business other than those covered by this policy;
7. Any dishonest, fraudulent, malicious, willful, or knowingly wrongful act, error, or omission committed by any insured or any person for whom any insured is legally responsible;
8. Services rendered while under the influence of intoxicants or drugs;
9. Any dispute over fees or charges for services;
10. Any personal profit or advantage;
11. Actual or alleged commingling of, or the inability or failure to pay, collect, or safeguard funds;
12. The failure or omission of any insured to provide, effect, or maintain any insurance or bond;
13. The bankruptcy or insolvency of any person, firm, or organization;
14. The breach of any expressed or implied warranty or guarantee, or breach of contract with respect to any agreement to perform "professional services" for a specified fee;
15. The promoting, syndicating, offering, or selling of any interest in a limited partnership;
16. Any insured's unauthorized use of confidential, privileged, or non-public material or information for any purpose;
17. Any violation or alleged violation of the Securities Act of 1933 as amended or the Securities Exchange Act of 1934 as amended, or any state Blue Sky or securities law, or similar state or federal statute and any regulation or order issued pursuant to any of the foregoing statutes;

18. Allegations made against any insured under federal or state law:
 - a. Relating to the filing of a Registration Statement with the United States Securities and Exchange Commission, or the offer or sale by means of a prospectus of any security with respect to which a registration statement has been filed including, but not limited to, any claim asserting that such registration statement of prospectus contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading; or
 - b. Relating to any underwriting agreement for the offer or sale of any security;
 19. Any violation or alleged violation of the Organized Crime Control Act of 1970 (commonly known as Racketeer Influenced and Corrupt Organizations Act or RICO), as amended, or any regulation promulgated thereunder or any similar state, federal, or local law similar to the foregoing, whether such law is statutory, regulatory, or common law;
 20. Any insured's activities as:
 - a. An "executive officer", director, partner, trustee, or "employee" of a pension, welfare, profit sharing, mutual or investment fund or trust, or any related financial concerns;
 - b. A public official, an "employee" of a governmental entity, subdivision, or agency, or an arbitrator;
 - c. A fiduciary under the Employee Retirement Income Security Act (ERISA) of 1974 and any amendments thereof or orders issued pursuant thereto; or
 - d. A fiduciary under any "employee" benefit plan;
 21. The development, manufacture, sale, loan, or lease of any product, process, technique, or equipment;
 22. Unfair competition, including statutory and common law claims;
 23. Violation of antitrust laws;
 24. Any liability arising directly or indirectly out of the infringement, use, or violation of another's "intellectual property rights"; or
 25. Any liability arising out of future royalties or profits, restitution, disgorgement of profits by any insured, or the costs of complying with orders granting injunctive or equitable relief.
- C. With respect to the coverage provided by this endorsement, **2.a.(1)(d)** under **Section II - Who Is An Insured** is **replaced** by the following:
- However, none of these "employees" or "volunteer workers" are insureds for:
- (1) "Bodily injury" or "personal and advertising injury":
 - (d) Arising out of his or her providing of or failure to provide "professional services". However, this exclusion does not apply to "professional services" provided in connection with the operations of your business in providing "security and patrol agency services" and not excluded in **B.** of this endorsement.
- D. With respect to the coverage provided by this endorsement, the following definitions are **added** to the **Definitions** section:
1. "Incident" means any actual or alleged breach of duty, neglect, misstatement, misleading statement, negligent act, error, or omission arising out of the rendering of or failure to render "professional services" that is committed by:
 - a. Any insured; or
 - b. Any person for whom the insured is legally responsible.
 2. "Intellectual property rights" means exclusive rights pertaining to the creations of the mind, both artistic and commercial, that have potential commercial value and may have a right to protection. "Intellectual property rights" include, but are not limited to, copyrights, domain names, industrial design rights, patents, trademarks, trade dress, trade names, or trade secrets.
 3. "Professional services" means only those services of a professional nature provided in the conduct of your business, including office functions associated with such services, by any insured or by any person for whose acts, errors, or omissions any insured is legally responsible.
 4. "Security and patrol agency services" means:
 - a. The preparation, approval, evaluation, consultation, advice, or opinions on reports, surveys, orders, change orders, designs, or specifications;

- b.** Supervision, inspection, or quality control activities performed as part of any related security and patrol agency activities; or
- c.** Supervision, inspection, or quality control activities performed as part of such reports, surveys, orders, change orders, designs, or specifications.

All other terms and conditions of this policy remain unchanged.

Bid Response Summary

Bid Number RFP 6232-24
Bid Title Security Services
Due Date Monday, September 23, 2024 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company Starplex Corporation
Submitted By dchristi@cmsprotectsfun.com dchristi@cmsprotectsfun.com - Monday, September 23, 2024 9:23:37 AM [(UTC-08:00) Pacific Time (US & Canada)]
Comments dchristi@cmsprotectsfun.com

Question Responses

Group	Reference Number	Question	Response
PROPOSER ACKNOWLEDGMENTS:			
	1	Proposer Acknowledges receipt of Addenda by entering quantity of Addenda here (enter 0 if none have been issued):	1
	2	Proposer agrees and acknowledges that Request for Proposals document(s) and all related information has been read and understood.	AGREED AND ACKNOWLEDGED
	3	Proposer acknowledges agreement with Paragraph 4.4 Award/Rejection of Proposal/Contract.	AGREED AND ACKNOWLEDGED
	4	Proposer agrees and acknowledges compliance with Terms and Conditions in Request for Proposals document(s). If answer is "AGREED WITH EXCEPTION IDENTIFIED", 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.	AGREED AND ACKNOWLEDGED
	5	Proposer agrees and acknowledges that proprietary information must be included in Proposal submittal on separate page(s) and clearly identified as "Proprietary". See "Proprietary Information/Public Disclosure" Paragraph for public record requirements.	AGREED AND ACKNOWLEDGED
	6	Proposer has included Letter of Submittal with Proposal combined in one document per Section 4 "Proposal Content" instructions.	YES
	7	Provide the name, phone number and email address for point of contact person regarding this Proposal.	Dave Christiansen 509-328-8778 wk 509-413-6984 cell dchristi@cmsprotectsfun.com
	8	Provide the name, phone number, and email address for the person in your Firm that would potentially sign a contract through the DocuSign process used by the City.	Randy Scott 503-729-2785 cell rscott@cmsprotectsfun.com
DOCUMENTS TO UPLOAD:			
	1	Upload Request for Proposals Response (Proposal). Combine documents as needed. Only one document can be uploaded in this line item.	City of Spokane 6232-24 9-23-24_.pdf
	2	Upload Addenda documents if applicable and if not combined with uploaded Proposal response. Combine documents as needed. Only one document can be uploaded in this line item.	
	3	Upload any other documents required or desired. Combine documents as needed. Only one document can be uploaded in this line item.	
	4	Upload any other documents required or desired. Combine documents as needed. Only one document can be uploaded in this line item.	

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 01/27/2025**Committee Agenda type:** Consent**Council Meeting Date:** 02/24/2025

		Date Rec'd	1/20/2025
		Clerk's File #	OPR 2022-0241
		Cross Ref #	
		Project #	
Submitting Dept	CONTRACTS & PURCHASING	Bid #	ITB 5605-22
Contact Name/Phone	JASON 509 232 8841	Requisition #	VB
Contact E-Mail	JNECHANICKY@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	PDILLON MCATHCART		
Sponsoring at Administrators Request	NO		
Lease? NO	Grant Related? NO	Public Works? NO	
Agenda Item Name	5500 MASTER VALUE BLANKET TWO-YEAR RENEWAL WITH NORFOLK IRON &		

Agenda Wording

Approval of two-year renewal, 5/1/25 - 4/30/27, for \$400,000 (\$200,000 annually) including tax. This is would be the final renewal.

Summary (Background)

On 3/14/2022, bids for ITB 5605-22 were received for purchase of miscellaneous stock steel and Cd'A Metals was one of two vendors selected. The Initial master value blanket term was for a three (3) year base period, with two one-year renewals, with the total master value order not to exceed five years. The three-year base period is valid through 4/30/2025, and Cd'A Metals has agreed to a two-year renewal, rather than two one-year renewals.

What impacts would the proposal have on historically excluded communities?

None

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

Data would not be collected.

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

A review of miscellaneous stock steel purchased, by Departments over the complete five year master value blanket period could be conducted to assist in determining future contracting requirements.

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?

Steel is required by various departments to maintain infrastructures that they are responsible for.

Council Subcommittee Review

Not applicable.

Fiscal Impact	
Approved in Current Year Budget? YES	
Total Cost	\$ 400,000.00
Current Year Cost	\$ 200,000.00
Subsequent Year(s) Cost	\$ 200,000.00
<u>Narrative</u>	
The Master Value Blanket Order is used by Water Department and Solid Waste Disposal, and other departments.	
Amount	
Budget Account	
Expense	\$ 400,000.00 (\$200,000.00 annual)
Select	# Various
Select	#
Select	#
Select	#
Select	#
Select	#
Funding Source Recurring	
Funding Source Type Program Revenue	
Is this funding source sustainable for future years, months, etc?	
Funding is available in Water Department and Solid Waste Disposal, and affected departments budgets.	
Expense Occurrence	Recurring
Other budget impacts (revenue generating, match requirements, etc.)	
Approvals	
Additional Approvals	
Dept Head	NECHANICKY, JASON
PURCHASING	NECHANICKY, JASON
Division Director	STRATTON, JESSICA
Accounting Manager	BAIRD, CHRISTI
Legal	HARRINGTON,
For the Mayor	PICCOLO, MIKE
Distribution List	
	tprince@spokanecity.org
rrinderle@spokanecity.org	cfullerton@norfolkiron.com

Committee Briefing Paper

Finance & Administration Committee

Committee Date	1/27/2025
Submitting Department	PURCHASING
Contact Name	JASON NECHANICKY
Contact Email & Phone	JNECHANICKY@SPOKANECITY.ORG 509 232 8841
Council Sponsor(s)	Dillon, Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Master Value Blanket Two-Year Renewal with Norfolk Iron & Metal Co. DBA as Cd'A Metals (Spokane, Wa)
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>On 3/14/2022, bids for ITB 5605-22 were received for purchase of miscellaneous stock steel and Cd'A Metals was one of two vendors selected. The Initial master value blanket term was for a three (3) year base period, with two one-year renewals, with the total master value order not to exceed five years. The three-year base period is valid through 4/30/2025, and Cd'A Metals has agreed to a two-year renewal, rather than two one-year renewals.</p> <p>Impact - The Master Value Blanket Order is used by Water Department and Solid Waste Disposal, and other departments.</p> <p>Action – Recommend approval of two-year renewal, 5/1/25 – 4/30/27, for \$400,000 (\$200,000 annually) including tax. This would be the final renewal.</p> <p>Funding – Funding is available in Water Department and Solid Waste Disposal, and affected departments budgets.</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>\$400,000 (\$200,000 annually) including tax</u></p> <p> Current year cost: 5/1/25 – 4/30/26: Master Value Blanket \$200,000 including tax</p> <p> Subsequent year(s) cost: 5/1/26 – 4/30/26: Master Value Blanket \$200,000 including tax</p> <p>Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impacts</p> <ul style="list-style-type: none"> What impacts would the proposal have on historically excluded communities? None 	

- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? **Date would not be collected.**
- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution? **A review of miscellaneous stock steel purchased, by Departments over the complete five year master value blanket period could be conducted to assist in determining future contracting requirements.**
- 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? **Steel is required by various departments to maintain infrastructures that they are responsible for.**

Council Subcommittee Review

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

Not applicable.

Rinderle, Rick

From: Chris Fullerton <CFullerton@norfolkiron.com>
Sent: Monday, January 13, 2025 8:24 AM
To: Rinderle, Rick
Subject: VB-301341-001 5-1-25 to 4-30-27.xlsx
Attachments: Copy #1 VB-301341-001 5-1-25 to 4-30-27.xlsx; We Are NIM 2024.pdf; Scanned from SP3501-13-2025-162253.pdf

[CAUTION - EXTERNAL EMAIL - Verify Sender]

On behalf of NIM in the Spokane division we would like to extend our contract with the City of Spokane for the full 2 year period.

Please see above forms.

Thanks,

All information contained in this message is intended only for the person or persons to whom the message is addressed and may be privileged and confidential. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you received this message in error, please notify the sender immediately and delete the message from your system. Thank you.



**Coeur D'Alene Metals
Norfolk Iron & Metal Works**

VB-301341-001

Two-Year Option Period

Miscellaneous Sock Steel For Various City Departments Per Specification Called Out In ITB 5605-22, To Enable As Needed Orders To Be Placed Via Resulting Master Value Blanket VB-301341.


Valid from 5/1/25 Through 4/30/27. As commodity is volatile, pricing adjustments would be considered on a three-month basis, or more often, based with on vendor providing back up documentation, at the City's request, from steel suppliers, and/or other source: the United States published indices such as the Producer Price Index (PPI), other government data, American Metal Market (AMM) index in lieu of the Producer Price Index (PPI).

Per bid RFQ 5846-23. Supplier is responsible for standard ground Freight/Shipping Cost. The City agrees to pay for expedited freight cost incurred for any order that City requests be expedited.

ITEM NO.	DESCRIPTION	PRICE RANGE
I	PRODUCT GROUP	SPECIFIC PRICING PROVIDED BELOW ON ALL ITEMS
	CHANNEL	
	ANGLE	
	SQUARE/RECTANGLE TUBING: LT WALL – 1/8" OR LESS HVY WALL – 3/16" +	
	FLAT BAR	
	ROUNDS (HOT ROLL)	
	SQUARE (HOT ROLL)	
	HOT ROLL PLATE (3/16" – 3")	
	HOT ROLL SHEET (16 GA – 11 GA)	
	FLOOR PLATE	
	T1 PLATE	
	COLD ROLL ROUNDS	
	ALLOY ROUNDS	
	COLD ROLL FLATS	
	COLD ROLL SQUARE	
Any other items not covered by the product groups listed above will be		15% Above Cost
Any other items not covered by the product groups listed above will be		25% All Processing
ALTERNATE PRICING OPTION: PERCENTAGE ABOVE COST AT TIME OF PURCHASE – FOR ITEM LISTED IN PRODUCT GROUPS ABOVE		15% Above Cost Stock
		25% - 30% All Processing (Custom Cutting / Forming)

II	SPECIFIC ITEM PRICING	Price Per Each
a.	Boiler Skin	
	SA36 3/16"x48"x96" (MTRs would be needed)	\$261.15
	SA 387 Grade 22 Class 2, 3/16" X 48" X 96" (MTRs would be needed)	\$310.28 (A572/50)
b.	Flat Bar	
	1/8"x1"x20' / A36	\$7.25
	1/8"x1.5"x20' / A36	\$10.56
	1/8"x2"x20' / A36	\$14.56
	1/8"x3"x20' / A36	\$21.14
	1/8"x4"x20' / A36	\$26.36
	1/8"x5"x20' / A36	\$38.46
	3/16"x1.5"x20' / A36	\$13.09
	3/16"x2"x20' / A36	\$16.83
	3/16"x3"x20' / A36	\$28.24
	3/16"x4"x20' / A36	\$38.52
	3/16"x5"x20' / A36	\$49.09
	1/4"x1"x20' / A36	\$13.19
	1/4"x1.5"x20' / A36	\$16.82
	1/4"x2"x12' / 304SS	\$72.31
	1/4"x2"x20' / A36	\$23.25
	1/4"x2.5"x20' / A36	\$27.54
	1/4"x3"x20' / A36	\$35.46
	1/4"x4"x20' / A36	\$46.34
	1/4"x5"x20' / A36	\$59.55
	1/4"x6"x20' / A36	\$69.92
	3/8"x2"x20' / A36	\$33.33
	3/8"x3"x20' / A36	\$52.12
	3/8"x4"x12' / 1018CR	\$96.31
	1/2"x3/4"x20' / A36	\$25.78
	1/2"x1"x20' / A36	\$27.14
	1/2"x2"x20' / A36	\$46.50
	1/2"x3"x20' / A36	\$69.66
	1/2"x4"x20' / A36	\$89.90
	5/8"x4"x20' / A36	\$128.96
	3/4"x1.5"x20' / A36	\$59.84
	1"x3"x20' / A36	\$143.16
	Square Tube	
	1"x1"x1/8"x20' / A513	\$19.18
	1.25"x1.25"x.083x20' / A51	\$15.72
	1.5"x1.5"x.083x20' / A51	\$21.63
	1.5"x1.5"x1/8"x20' / A513	\$29.70
	1.5"x1.5"x3/16"x20' / A513	\$36.90

	1.5"x1.5"x1/4"x20' / A513	\$56.18
	2"x2"x1/8"x20' / A500	\$39.99
	2.5"x2.5"x1/4"x20' / A500	\$101.38
	2.5"x2.5"x3/16"x20' / A500	\$65.55
	3"x3"x1/4"x20' / A500	\$125.88
	4"x4"x3/16"x20' / A500	\$114.26
	4"x4"x1/4"x20' / A500	\$156.89
d.	Angle	
	1"x1"x1/8"x20' / A36	\$10.96
	1.25"x1.25"x1/8"x20' / A36	\$13.63
	1.5"x1.5"x1/8"x20' / 304SS	\$90.66
	1.5"x1.5"x1/8"x20' / A36	\$16.78
	1.5"x1.5"x3/16"x20' / A36	\$24.61
	1.5"x1.5"x1/4"x20' / A36	\$35.40
	2"x2"x1/8"x20' / A36	\$24.77
	2"x2"x3/16"x20' / A36	\$36.56
	2"x2"x1/4"x20' / 304SS	\$222.56
	2"x2"x1/4"x20' / A36	\$42.56
	2.5"x2.5"x1/4"x20' / A36	\$62.33
	3"x3"x3/16"x20' / A36	\$51.66
	3"x2"x1/4"x20' / A36	\$61.56
	3"x3"x1/4"x20' / A36	\$65.45
	4"x4"x1/4"x20' / A36	\$96.25
6"x6"x5/16"x20' / A36	\$195.37	
e.	Sheet	
	4'x8' / 16GA Galvanized	72.87+
	4'x8' / 16GA HR	\$42.56
	4'x8' / 12GA A653 G90	\$135.49
	4'x8' / 11GA HR	\$78.66
	4'x8' / 10GA 304SS	\$455.63
	4'x8' / 1/8" Stainless Steel Sheet	\$399.56
	4'x8' / 10GA HR	\$104.77
	4'x8' / 1/8" HRCQ Same as 11 Ga HR	\$78.66
	4'x8' / 1/8" A36 Same as 11 Ga HR	\$78.66
	4'x8' / 3/16" A36	\$114.45
	4'x8' / 1/4" AR400	\$590.31 HX500
	4'x8' / 1/4" A36	\$160.39
	4'x8' / 3/8" AR400	\$889.60 HX500 TUF
	4'x8' / 3/8" A36	\$250.16
	4'x8' / 1/2" AR400	\$1191.61 HX500 TUF
	4'x8' / 1/2" " A36	\$324.47
	4'x8' / 5/8" AR400	\$1445.23 HX 450
	4'x8' / 5/8" A36	\$427.85
	4'x8' / 3/4" AR400	\$1718.24 HX450

	4'x8' / 3/4" A36	\$531.23
	4'x8' / 1" AR 400	\$2237.69 HX 500
	4'x8' / 1" A36	\$847.36
	4' x 8' / 1/8" Aluminum Sheet	\$155.36
	4' x 8' / 1/4" Aluminum Sheet	\$380.23
f.	Round	
	3/8"x20' / A36 HR	\$7.23
	3/8"x20' / 1018 CR	\$8.83
	1/2"x20' / A36 HR	\$9.09
	1/2"x20' / 1018 CR	\$12.35
	5/8"x20' / 1018 CR	\$19.26
	3/4"x20' / A36 HR	\$21.50
	3/4"x20' / 1018 CR	\$28.69
	7/8"x20' / 1018 CR	\$38.29
	1.5"x20' / A36 HR	\$91.95
	1.5"x20' / 4140 TG&P	\$576.82 24' R/L
III	CUSTOM PROCESSING (SAWING, SHEARING, BURNING, FORMING, PUNCHING, BENDING, FLAME CUTTING, ETC)	<u>Bidder's Remarks: Saw, shear, laser, press, plasma, flame cutting, punching, tube laser, 48 Foot Cutting Table, 15000 tons 28' Foot Brake.</u>
	% ADDED FOR WASTAGE	0%
	HOURLY RATE FOR LABOR CHARGES	Least saw \$80/HR Highest Lasers \$170/HR
IV	MISCELLANEOUS CHARGES	
	FUEL CHARGE State how this is charged, i.e. per delivery or per invoice.	<u>Bidder's Remarks:</u> N/A
	HANDLING CHARGE State how this is charged, i.e. per delivery or per invoice.	<u>Bidder's Remarks:</u> No Handling charge on items unless cosmetic is needed. Prices reflect customer special request only.
All freight expenses on stocked inventory items shall be the responsibility of the winning vendor.		
All freight expenses on stocked inventory items shall be the responsibility of the winning vendor.		
Chris Fullerton 509-535-6363 CFullerton@norfolkiron.com	NAME	Chris Fullerton
	SIGNATURE	Chris Fullerton 
	DATE	1/2/2025


Agenda Sheet for City Council Meeting of:

04/11/2022

Submitting Dept GRANTS, CONTRACTS & PURCHASING		Date Rec'd	3/30/2022
		Clerk's File #	OPR 2022-0241
		Renews #	
Contact Name/Phone THEA PRINCE 6403		Cross Ref #	
		Project #	
Contact E-Mail TPRINCE@SPOKANCITY.ORG		Bid #	ITB 5605-22
Agenda Item Type Purchase w/o Contract		Requisition #	VB
Agenda Item Name 5500 - PURCHASING MULTI DEPT MISC STOCK STEEL VALUE BLANKET ORDER			

Agenda Wording

Award a three (3) year master value blanket order for Miscellaneous Stock Steel to Cda Metals (Spokane, Wa) with two one-year renewals available - estimated annual expenditure - \$200,000 including tax.

Summary (Background)

Formal bid was issued via ProcureWare and advertised in the Gazette to enable multiple awards to provide the City flexibility and best meet the City's needs. Only two responses were received. The Value Blanket Order will provide raw materials needed for the fabrication and repair of tools and equipment throughout various departments.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ \$600,000 (\$200,000 Annually)

Select \$

Select \$

Select \$

Budget Account

Various

#

#

#

Approvals

Dept Head MURRAY, MICHELLE

Division Director WALLACE, TONYA

Finance ALBIN-MOORE, ANGELA

Legal ODLE, MARI

For the Mayor ORMSBY, MICHAEL

Council Notifications

Study Session\Other PIES 3/28/2022

Council Sponsor CM Kinnear

Distribution List

TPRINCE@SPOKANECITY.ORG

RRINDERLE@SPOKANECITY.ORG

Additional Approvals

Purchasing PRINCE, THEA

Approved by Spokane City Council
on: 4/11/2022

DocuSigned by:

CC56CBA4DCC84D6...

4/12/2022

Committee Agenda Sheet

[PIES COMMITTEE]

Submitting Department	PURCHASING
Contact Name & Phone	THEA PRINCE
Contact Email	TPRINCE@SPOKANECITY.ORG
Council Sponsor(s)	CM KINNEAR
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Master VB with Cd'A Metals
Summary (Background)	<p>Bid ITB 5605-22 for Miscellaneous Stock Steel was opened on 3/14/22. Bid was issued to enable multiple awards to provide flexibility to allow requirements among awarded suppliers, and to best meet the City's needs.</p> <p>Impact - Master Value Blanket Order to be set up for use by Water Department and Solid Waste Disposal, and other departments.</p> <p>Action- Recommend approval for \$600,000 (\$200,000 annually) including tax, which will be in effect upon award and shall terminate 4/30/2025. The contract may be renewed for two (2) additional one-year contract periods, subject to mutual agreement, with the total contract period not to exceed five (5) years</p> <p>Funding – Funding is available in Water Department and Solid Waste Disposal, and affected department's budgets.</p>
Proposed Council Action & Date:	PIES Date March 28, 2022
Fiscal Impact: Total Cost: \$600,000 (\$200,000 annually) Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? None	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Data would not be collected.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? A review of steel purchased, by Departments, through 4/30/2025, could be conducted to assist in determining future contracting requirements.	
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? Steel is required by various city departments to maintain infrastructures that for that they are responsible for.	

Bid Response Summary

Bid Number ITB 5605-22
Bid Title MISCELLANEOUS STOCK STEEL -As Needed
Due Date Monday, March 14, 2022 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company CDA Metals
Submitted By Chris Fullerton - Friday, March 11, 2022 8:02:33 PM [(UTC-08:00) Pacific Time (US & Canada)]
 chris@cdametals.com 509-535-6363

Comments

Question Responses

Group	Reference Number	Question	Response
DEFAULT ITEM GROUP	#1	ADDENDA. Indicated how many Addenda Contractor acknowledges receipt of.	MISCELLANEOUS STOCK STEEL -As Needed NUMBER ITB 5605-22
BACKGROUND	#1	The City of Spokane's Water Department and Solid Waste Disposal Department work under aggressive deadlines and schedules that require suppliers to provide high service levels. The City is initiating this bid request to solicit bid from suppliers who have a proven ability to provide spec'd Miscellaneous Stock Steel - As Needed.	I agree and I acknowledge
	#2	Resulting Contract(s) would result in a three-year Value Blanket(s) with two one-year option periods for various City Departments to include Solid Waste Disposal Department and Water Department to procure Stock Steel – As Needed. The City does not bind itself to purchase the full quantities stipulated in the bid as estimates. The quantities shown represent past purchasing activity and estimates of future usage, and are given for the purpose of comparing bids on a uniform basis. Payment will be made only for quantities actually ordered, delivered and accepted, whether greater or less than the stated amounts. Quantities listed on proposal are based on a one (1) year estimate.	I agree and I acknowledge
	#3	More than one contract may be awarded. Award of contract(s), when and if made, will be to the Bidder(s) whose bids is/are most favorable to the City. Contract(s) is/are optional (non-exclusive) use. The City Council shall make the award of contract(s)	I agree and I acknowledge
SUBMISSION OF BIDS			

#1	Bid Responses shall be submitted electronically through the City of Spokane's bidding portal: https://spokane.procurement.com on or before the Due Date and time mentioned above. Hard, e-mailed or faxed copies and/or late bids shall not be accepted.	I agree and I acknowledge
#2	The City of Spokane is not responsible for bids electronically submitted late. It is the responsibility of the Bidder to be sure the bids are electronically submitted sufficiently ahead of time to be received no later than 1:00 p.m. Pacific Local Time, on the bid opening date.	I agree and I acknowledge
#3	All communication between the Bidder and the City upon receipt of this bid shall be via the "Clarification Tab" within ProcureWare. Any other communication will be considered unofficial and non-binding on the City	I agree and I acknowledge
INTERPRETATION		
#1	If the Bidder discovers any errors, discrepancies or omissions in the Quote specifications, or has any questions about the specifications, the Bidder must notify Purchasing in writing. Any corrections issued by the Purchaser will be incorporated into the contract or purchase order.	I agree and I acknowledge
WITHDRAWAL OF BIDS		
#1	Bidders may withdraw Bid prior to the scheduled due date and time. Unless otherwise specified, no Bids may be withdrawn for a minimum of ninety (90) calendar days after the due date.	I agree and I acknowledge
PAYMENT TERMS		
#1	Bidder acknowledges that unless agreeing to payment by credit card with no additional fee, payment shall be made via direct deposit/ACH (except as provided by state law) after receipt of the goods/services 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.	I agree and I acknowledge
#2	Bidder agrees to accept payment by Credit Card with no additional charges/fees	Yes; No
BIDDER INFORMATION		
#1	Company Name	Cda Metals
#2	Please provide Name, Telephone Number & e-mail address of person who is preparing the response to this Invitation to Bid.	Chris Fullerton 509-535-6363 Chris@cdametals.com
#3	Person acknowledges Company will confirm compliance with all instructions, terms, and conditions of this ITB, to furnish items at the prices stated.	I agree and I acknowledge
#3.1	Bidder accepts has read and acknowledges compliance with Terms and Conditions. If answer is "I don't agree and I don't acknowledge", 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 agree and I acknowledge

<p>#4</p> <p>PROPRIETARY INFORMATION/PUBLIC DISCLOSURE</p>	<p>Provide the name, phone number, and email address for the person in your Company that would potentially sign a contract through the DocuSign process used by the City.</p> <p>Steve Longshore 509-535-6363 SteveL@cdametals.com</p> <p>1 All materials submitted to the City in response to this competitive procurement shall become the property of the City. I agree and I acknowledge</p> <p>2 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. RCW Ch. 41.56. I agree and I acknowledge</p> <p>3 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. I agree and I acknowledge</p> <p>4 The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response. I agree and I acknowledge</p>
<p>CITY OF SPOKANE 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 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 www.dor.wa.gov or 360-705-6741 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.</p> <p>I agree and I acknowledge</p>
<p>ORGANIZATION</p>	<p>City of Spokane Business Registration Number T12007622BUS</p>
<p>ADDITIONAL ITEMS</p>	<p>Organization: Bidder Should Enter If Proposal Is of an Individual, Partnership, Corporation, and Existing Under The Laws of What US State. Enter Information Here Corporation existing under the State of Idaho.</p>

#1	The City of Spokane reserves the right to purchase additional items at the quoted price. Supplier agrees to sell at the same price, terms and conditions.	Yes; No
MINORITY BUSINESS ENTERPRISE		
#1	Vendor (is ____, is not ____) a Minority Business Enterprise. A Minority Business Enterprise is defined as a "business, privately or publicly owned, at least 51% of which is owned by minority group members." For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women	Is; Is Not
SMALL BUSINESS		
#1	Bidder (is ____, is not ____) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration).	Is; Is Not
NON-COLLUSION		
#1	The Bidder certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this Bid invitation	I certify no agreement was entered; I do not certify
INTERLOCAL PURCHASE AGREEMENTS		
#1	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 Bidder 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 supplier's review and approval at the time of a requested contract. The Supplier's right to refuse to enter into a contract with another public agency at the time of request shall be absolute.	Yes; No
ACCEPTANCE PERIOD		
#1	Bids must provide ninety (90) days for acceptance by the City from the due date for receipt of Bids.	I agree and I acknowledge
DEFINITIONS		
Bidder	One who submits a bid.	I agree and I acknowledge
Vendor	Bidder to whom contract or purchase order is awarded.	I agree and I acknowledge
Purchaser	City of Spokane and other government agencies (Pursuant to RCW 39.34).	I agree and I acknowledge

Destination-Delivery	Delivery to Purchaser's building location	I agree and I acknowledge
Until Further Notice	Any time in excess of sixty (60) days from date of opening.	I agree and I acknowledge
Cost	Total cost of ownership based on the best available information.	I agree and I acknowledge
CONTRACT PERIOD		
#1	The contract created shall be in the form of a Blanket Order which will be effective upon award and shall terminate on 4/30/25.	I agree and I acknowledge
RENEWAL		
#1	The contract may be renewed for two (2) additional one-year contract periods, subject to mutual agreement, with the total contract period not to exceed five (5) years. The Purchaser shall notify the Vendor of its renewal proposal in writing, not later than 30 days prior to the termination date of the initial contract or the contract renewal.	I agree and I acknowledge
DISCOUNT PERCENTAGES		
#1	Discount percentages offered will remain unchanged throughout the life of the contract and any renewals	I agree and I acknowledge
DELIVERY DEFAULT		
#1	The acceptance of late performance by the Purchaser shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligations remaining to be performed by Vendor.	I agree and I acknowledge
DELIVERY DELAY		
#1	In the event of delivery delay beyond the date specified in the bid, the Purchaser shall assess, as liquidated damages \$0.00 per day per unit beyond the completion date specified. The Purchaser shall have the right to deduct and retain the amount of such liquidated damages from any monies due or which may become due the Vendor or to initiate legal proceedings for the collection of same.	I agree and I acknowledge
PCB CERTIFICATION		
#1	In accordance with SMC 7.06.172(A), the Bidder certifies that the products bid and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCB's). 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 bidder 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.	Don't Know; Yes; No

#2	As far as you know has this type product been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?	Don't Know; Yes; No
#3	If so were PCBs found at a measurable level?	Don't Know; Yes; No
#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)?	Don't Know; Yes; No
#5	If so attach the results or note from whom the results can be obtained.	
#6	If so attach the results or note from whom the results can be obtained.	Don't Know; Yes; No
#7	Do you have reason to believe the product packaging contains measurable levels of PCBs?	Don't Know; Yes; No
GENERAL INSTRUCTIONS		
#1	These specifications will establish minimum acceptable requirements attempting to take advantage of latest developments.	Yes
#2	Time is of the essence in the performance of this contract after a delivery schedule is established.	I agree and I acknowledge
#3	Material Safety Data Sheets must be included with Bid Proposal forms if applicable.	I agree and I acknowledge
#4	The City of Spokane reserves the right to accept or reject any variance from the published specifications and to award the Quote in a manner that is most advantageous to the continued efficient operation of the City.	I agree and I acknowledge
#5	The City reserves the right to accept or reject any part of or all Bids and to accept the Bid deemed to be in the best interest of the City. The City may choose from more than one vendor.	I agree and I acknowledge
#6	The City of Spokane reserves the option of awarding this purchase by item grouping or by any manner most advantageous for the City.	I agree and I acknowledge
#7	Bidder should be aware that Bids may be rejected if all questions are not completely and correctly answered.	I agree and I acknowledge
#8	If you took exception to #1 through #7 above explain in detail.	
SPECIAL INSTRUCTIONS - GENERAL		
#1	It is the intent of these specifications to provide various City of Spokane Departments with Miscellaneous Stock Steel on an "as needed" basis for a period ending 4/30/25.	I agree and I acknowledge
#2	It is anticipated that the Blanket Order will begin 5/1/22 or date of award, and run through 4/30/25.	I agree and I acknowledge
#3	Bidders must submit cover letters stating qualifications for supplying specified product on contract with the City of Spokane. Upload cover letter document.	Cover Letter CDA.docx

#4	State name(s) and address(es) of Original Equipment Manufacturer (OEM) and distributors (if applicable) to be used in the production and delivery of your product	Equipment not provided by Cda Metals. Raw/Processed materials only.
#5	Delivery of stocked inventory items must be made within 36-48 hours of receipt of order.	I agree and I acknowledge
#5.1	State lead time in calendar workings days for delivery of stocked inventory items upon receipt of order. Enter number of calendar working days here:	1-2 days
#6	All invoices, packing lists, packages, shipping notices, and other written documents affecting this order shall contain the applicable purchase order number. Packing lists shall accompany each delivery. Invoices will not be processed for payment until all items invoiced are received.	I agree and I acknowledge
#7	Successful Bidder shall furnish standard warranty as well as any other warranty required in the Bid specifications.	No warranty on metal products from mills/vendor. Items will be replaced if defective from mill only.
#8	Federal and State laws governing this product must be satisfied.	I agree and I acknowledge
#8	If you took exception to #1 through #9 above explain in detail.	n/a
F.O.B. DELIVERY POINT:		
#1	Various City of Spokane Departments	I agree and I acknowledge
#2	Risk of Loss. Regardless of F.O.B. point, Vendor agrees to bear all risks of loss, injury or destruction of items ordered herein which occur prior to delivery; such loss, injury or destruction shall not release Vendor from any obligation hereunder.	I agree and I acknowledge
PRICING		
#1	SALES TAX: The City will apply applicable tax to Bidder's response when tabulating bids. Vendor 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 will 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.	I agree and I acknowledge
#2	All freight expenses on stocked inventory items shall be the responsibility of the winning vendor.	I agree and I acknowledge
#3	The City of Spokane agrees to pay freight expenses on non-stocked special order items.	I agree and I acknowledge
#3.1	A freight bill must support all freight charges included on an invoice.	I agree and I acknowledge

#3.2	No charges will be allowed for handling, including but not limited to packing, wrapping, bags, containers, unless otherwise stated herein.	I agree and I acknowledge
#4	UNIT PRICE: Should not include tax.	I agree and I acknowledge
#4.1	PRICING: Pricing shall be firm for the first three-month period of contract, for the purpose of comparing bids on a uniform basis.	I agree and I acknowledge
#4.2	Please complete and upload ITB 5605-22 Pricing Page from Documents Tab.	Spokane city BID Sheet.pdf
#4.3	PRICING ADJUSTMENTS: After initial three month period, pricing adjustments would be considered on a three-month basis, or more often, based on vendor providing back up documentation from steel suppliers and/or other sources must be included to justify request. The United States published indices such as the Producer Price Index (PPI), or other government data, may be referenced to help substantiate the Vendor's documentation. City will accept the American Metal Market (AMM) index in lieu of the Producer Price Index (PPI) for price adjustment requests. City will not pay to subscribe to the AMM database so the vendor will need to send that backup, along with any other justification, with their written request.	I agree and I acknowledge
#4.4	All price adjustments must be agreed on by both parties. and cannot be applied retroactively to orders already placed with the Vendor. Price increases must apply to all or broad classes of customers and shall in no way single out the Purchaser.	I agree and I acknowledge
#4.5	Adjustments to pricing shall be to not produce a higher profit margin.	I agree and I acknowledge
#4.5.1	Bidder must state its Profit Margin that is included in unit pricing. The stated profit margin will remain unchanged throughout the life of the contract.	I agree and I acknowledge
#4.5.1.2	Enter Profit Margin.	15% on stock items 25-30% on processed materials
#5	The City of Spokane reserves the right to cancel the contract if the escalation of price is not advantageous to the City.	I agree and I acknowledge
#6	PRICE DECREASES: During the contract period, any price decreases obtained by Contractor shall be reflected in a contract price reduction to the Purchaser retroactive to the Contractor's effective date.	I agree and I acknowledge
BID EVALUATION		
#1	Evaluation of bids shall be based upon the following criteria, where applicable:	Yes
#2	The price, including the effect of discounts. Price may be determined by life cycle costing or total cost bidding, when advantageous to the Purchaser.	I agree and I acknowledge
#3	The quality of the items bid, their conformity to specifications and the purpose for which they are required.	I agree and I acknowledge

#4	The Bidder's ability to provide prompt and efficient service and/or delivery.	I agree and I acknowledge
#5	The character, integrity, reputation, judgment, experience and efficiency of the Bidder	I agree and I acknowledge
#6	The quality of performance of previous contracts or services	I agree and I acknowledge
#7	The previous and existing compliance by the Bidder with the laws relating to the contract or services	I agree and I acknowledge
#8	Uniformity or interchangeability.	I agree and I acknowledge
#9	The energy efficiency of the product throughout its life.	I agree and I acknowledge
#10	Any other information having a bearing on the decision to award the contract.	I agree and I acknowledge
BIDDING ERRORS		
#1	Unit pricing will prevail in the circumstance of unit and extension pricing discrepancies. When, after the opening and tabulation of Bids, a Bidder claims error, and requests to be relieved of award, he will be required to promptly present certified work sheets. The Purchaser will review the work sheets and if the Purchaser is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Bidder may be relieved of his Bid.	I agree and I acknowledge
BIDDER PREQUALIFICATION:		
#1	Prior to award of contract or purchase, Bidders shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the work, unless waived by the Purchaser.	I agree and I acknowledge
REJECTION OF BIDS		
#1	The Purchaser reserves the right to reject any or all Bids; to waive minor deviations from the specifications, to waive any informality in ids received, whenever it is in the Purchaser's best interest, and to accept or reject all or part of this Bid at prices shown.	I agree and I acknowledge
AWARD OF CONTRACT		

<p>Award of contract or purchase, when made, will be to the Bidder whose Bid is the most favorable to the Purchaser, taking into consideration price and the other evaluation factors. More than one contract may be awarded. Contract(s) is optional (non-exclusive) use. The City Council shall make the award of contract(s). Resulting Contract(s) would result in a three-year Value Blanket(s) with two one-year option periods for various City Departments to include Solid Waste Disposal Department and Water Department to procure Stock Steel – As Needed. Any order resulting from award will be submitted by Purchasing or Departments. Unsuccessful Bidders will not automatically be notified of Bid results. The City does not bind itself to purchase the full quantities stipulated in the bid as estimates. The quantities shown represent past purchasing activity and estimates of future usage, and are given for the purpose of comparing bids on a uniform basis. Payment will be made only for quantities actually ordered, delivered and accepted, whether greater or less than the stated amounts. Quantities listed on proposal are based on a one (1) year estimate.</p> <p>#1</p> <p>I agree and I acknowledge</p>	<p>ADDITIONAL DOCUMENTS BIDDER WOULD LIKE TO UPLOAD</p>
<p>Should Bidder Want To Upload Any Additional Document(s) Please Do So Here. ***Please Note: Should Bidder Want To Add More Than One Document, ensure all documents are combined into a single document prior to uploading as bidder would only be able to upload one document here</p> <p>#1</p>	

ITB 5605-22 Pricing Page

ITEM NO.	DESCRIPTION	PRICE RANGE	AVERAGE
I	PRODUCT GROUP		
	CHANNEL	SPECIFIC PRICING PROVIDED BELOW ON ALL PRODUCTS.	
	ANGLE		
	SQUARE/RECTANGLE TUBING: LT WALL - 1/8" OR LESS HVY WALL - 3/16" +		
	FLAT BAR		
	ROUNDS (HOT ROLL)		
	SQUARE (HOT ROLL)		
	HOT ROLL PLATE (3/16" - 3")		
	HOT ROLL SHEET (16 GA - 11 GA)		
	FLOOR PLATE		
	T1 PLATE		
	COLD ROLL ROUNDS		
	ALLOY ROUNDS		
	COLD ROLL FLATS		
COLD ROLL SQUARE			
Any other items not covered by the product groups listed above will be priced at percent above cost.		$\frac{15}{25}$ % Above Cost <i>stock</i> ALL PROCESSING	
**Prices per pound			
PRICING ADJUSTEMENTS: After initial three month period, pricing adjustments would be considered on a three-month basis, or more often, based on vendor providing back up documentation from steel suppliers and/or other sources must be included to justify request.			
ALTERNATE PRICING OPTION: PERCENTAGE ABOVE COST AT TIME OF PURCHASE - FOR ITEM LISTED IN PRODUCT GROUPS ABOVE		$\frac{15}{25}$ % Above Cost <i>stock</i> ALL PROCESSING	
II	SPECIFIC ITEM PRICING	Est Annual Qty More Or Less	Each Price
a.	Boiler Skin		

*custom cutting
FORMING-*

\$ PER EA 1pc

	SA36 3/16"x48"x96" (MTRs would be needed)	5	261.15
	SA 387 Grade 22 Class 2, 3/16"X48"X96" (MTRs would be needed) A572/50	5	310.28
b.	Flat Bar		
	1/8"x1"x20' / A36	5	8.35
	1/8"x1.5"x20' / A36	5	12.06
	1/8"x2"x20' / A36	5	16.69
	1/8"x3"x20' / A36	5	24.10
	1/8"x4"x20' / A36	5	32.45
	1/8"x5"x20' / A36	5	65.77
	3/16"x1.5"x20' / A36	5	17.30
	3/16"x2"x20' / A36	5	22.50
	3/16"x3"x20' / A36	5	33.74
	3/16"x4"x20' / A36	5	44.99
	3/16"x5"x20' / A36	5	55.36
	1/4"x1"x20' / A36	5	15.00
	1/4"x1.5"x20' / A36	5	21.25
	1/4"x2"x12' / 304SS	5	74.13
	1/4"x2"x20' / A36	5	28.60
	1/4"x2.5"x20' / A36	5	35.13
	1/4"x3"x20' / A36	5	41.76
	1/4"x4"x20' / A36	5	56.22
	1/4"x5"x20' / A36	5	70.08
	1/4"x6"x20' / A36	5	83.93
	3/8"x2"x20' / A36	5	42.59

\$ PER EA 1pc

	3/8"x3"x20' / A36	5	63.05
	3/8"x4"x12' / 1018CR	5	91.92
	1/2"x3/4"x20' / A36	5	23.26
	1/2"x1"x20' / A36	5	31.30
	1/2"x2"x20' / A36	5	56.22
	1/2"x3"x20' / A36	5	83.93
	1/2"x4"x20' / A36	5	111.62
	5/8"x4"x20' / A36	5	141.34
	3/4"x1.5"x20' / A36	5	66.66
	1"x3"x20' / A36	5	174.26
c.	Square Tube		
	1"x1"x1/8"x20' / A513	5	33.79
	1.25"x1.25"x.083x20' / A51	5	36.54
	1.5"x1.5"x.083x20' / A51	5	43.30
	1.5"x1.5"x1/8"x20' / A513	5	60.89
	1.5"x1.5"x3/16"x20' / A513	5	95.60
	1.5"x1.5"x1/4"x20' / A513	5	122.07
	2"x2"x1/8"x20' / A500	5	72.22
	2.5"x2.5"x1/4"x20' / A500	5	176.56
	2.5"x2.5"x3/16"x20' / A500	5	140.46
	3"x3"x1/4"x20' / A500	5	216.16
	4"x4"x3/16"x20' / A500	5	230.14
	4"x4"x1/4"x20' / A500	5	295.36
d.	Angle		
	1"x1"x1/8"x20' / A36	5	13.28
	1.25"x1.25"x1/8"x20' / A36	5	17.43

\$ PER EA 1pc

1.5"x1.5"x1/8"x20' / 304SS	5	111.77
1.5"x1.5"x1/8"x20' / A36	5	20.75
1.5"x1.5"x3/16"x20' / A36	5	29.88
1.5"x1.5"x1/4"x20' / A36	5	39.00
2"x2"x1/8"x20' / A36	5	26.81
2"x2"x3/16"x20' / A36	5	40.29
2"x2"x1/4"x20' / 304SS	5	252.25
2"x2"x1/4"x20' / A36	5	50.83
2.5"x2.5"x1/4"x20' / A36	5	70.69
3"x3"x3/16"x20' / A36	5	60.89
3"x2"x1/4"x20' / A36	5	71.66
3"x3"x1/4"x20' / A36	5	79.63
4"x4"x1/4"x20' / A36	5	112.16
6"x6"x5/16"x20' / A36	5	228.83
e. Sheet		
4'x8' / 16GA Galvanized	5	152.27
4'x8' / 16GA HR	5	98.83
4'x8' / 12GA A653 G90	5	148.25
4'x8' / 11GA HR	5	169.42
4'x8' / 10GA 304SS	5	974.77
4'x8' / 1/8" Stainless Steel Sheet	1	695.66
4'x8' / 10GA HR	5	190.60
4'x8' / 1/8" HRCQ Same as 11 Ga HR	5	169.42
4'x8' / 1/8" A36 Same as 11 Ga HR	5	169.42
4'x8' / 3/16" A36	5	261.15

\$ PER EA lpc

4'x8' / 1/2" AR400 HX450	5	545.01
4'x8' / 1/4" A36	5	357.79
4'x8' / 3/8" AR400 HX450	5	785.61
4'x8' / 3/8" A36	5	537.22
4'x8' / 1/2" AR400 HX450	5	1046.41
4'x8' / 1/2" A36	5	715.56
4'x8' / 5/8" AR400 HX450	5	1307.21
4'x8' / 5/8" A36	5	949.17
4'x8' / 3/4" AR400 HX450	5	1569.61
4'x8' / 3/4" A36	5	1139.70
4'x8' / 1" AR400 HX450	5	2091.21
4'x8' / 1" A36	5	1518.43
4' x 8' / 1/8" Aluminum Sheet	1	214.13
4' x 8' / 1/4" Aluminum Sheet	1	520.48
f. Round		
3/8"x20' / A36 HR	5	7.73
3/8"x20' / 1018 CR	5	9.80
1/2"x20' / A36 HR	5	10.88
1/2"x20' / 1018 CR	5	17.14
5/8"x20' / 1018 CR	5	26.45
3/4"x20' / A36 HR	5	24.08
3/4"x20' / 1018 CR	5	40.49
7/8"x20' / 1018 CR	5	51.14
1.5"x20' / A36 HR	5	93.96
1.5"x20' / 4140 TG&P	5	295.13

III	CUSTOM PROCESSING (SAWING, SHEARING, BURNING, FORMING, PUNCHING, BENDING, FLAME CUTTING, ETC)	Bidder's Remarks: SAW, SHEAR, LASER, PRESS, PLASMA, FLAME CUTTING, PUNCH TUBE LASER. 48 Foot cutting table 1500 ton 28" PRESS BRAKE
	% ADDED FOR WASTAGE	0 %
	HOURLY RATE FOR LABOR CHARGES	Least Auto-SAW \$29 - \$116 ← Most Hrly TUBE LASER
IV	MISCELLANEOUS CHARGES	
	FUEL CHARGE State how this is charged, i.e. per delivery or per invoice.	Bidder's Remarks: N/A
	HANDLING CHARGE State how this is charged, i.e. per delivery or per invoice.	Bidder's Remarks: NO HANDLING CHARGE ON ITEMS UNLESS COSMETIC IS NEEDED. PRICES REFLECT CUSTOMER SPECIAL Request only
	FREIGHT CHARGE (ON NON-STOCKED SPECIAL ORDER ITEMS ONLY) State how this is charged	Bidder's Remarks: Buy-IN items will include vendor freight only. CDA METALS DOES NOT ADD ADDITIONAL COST.

All freight expenses on stocked inventory items shall be the responsibility of the winning vendor.

The City of Spokane agrees to pay freight expenses on non-stocked special order items.

Cd'A Metals-

A steel service provider since 1884.

Based in North Idaho and Eastern Washington.

Our Spokane facility offers and delivers a wide variety of materials such as structural steel products including plate. Cold rolled & hot rolled bars and sheet, alloy bars and wear resistant steel. As well as various grades of aluminum and stainless steel.

With the ability to process plate at over 540" at 2" thick and up to 6" thickness on our flame table.

Our largest press brake coming in at 1500 tons and 28' long.

We offer the most versatility for processing in our area from small projects to some of the largest.

At Cd'A we also saw, laser, tube laser, shear, plasma, or oxy-fuel cut and press break form material up to make the parts you need.

We have daily deliveries in the Spokane area as well as a will call option to insure you have access to material when you need it.

Cd'A has worked with many local businesses and artists to enrich our community by providing materials for many landmark installations and building projects.

Chris Fullerton

Inside Sales

Cd'A Metals

3900 E. Broadway | Spokane, WA 99202

509-535-6363

Chris@cdametals.com

CFullerton@cdametals.com

www.nimgroup.com



Washington State Department of Revenue

< **Business Lookup**

License Information:

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

Entity name: NORFOLK IRON & METAL CO.

Business name: NORFOLK IRON & METAL CO.

Entity type: [Profit Corporation](#)

UBI #: 605-376-636

Business ID: 001

Location ID: 0001

Location: Active

Location address: 3001 N VICTORY RD
NORFOLK NE 68701-0833

Mailing address: 3001 N VICTORY RD
NORFOLK NE 68701-0833



Excise tax and reseller permit status:

[Click here](#)

Secretary of State status:

[Click here](#)

Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Spokane General Business - Non-Resident				Active	Feb-28-2025	Feb-16-2024

Governing People

May include governing people not registered with Secretary of State

Governing people

Title

NOEL, BRADLEY C.

ROBINSON, BETTI G.

ROBINSON, RICHARD A.

The Business Lookup information is updated nightly. Search date and time: 1/9/2025 9:27:55 AM



Contact us

How are we doing?
Take our survey!

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



**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 01/27/2025**Committee Agenda type:** Consent**Council Meeting Date:** 02/24/2025

		Date Rec'd	1/20/2025
		Clerk's File #	OPR 2022-0242
		Cross Ref #	
		Project #	
Submitting Dept	CONTRACTS & PURCHASING	Bid #	ITB 5605-22
Contact Name/Phone	JASON 509 232 8841	Requisition #	VB 301342
Contact E-Mail	JNECHANICKY@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	PDILLON MCATHCART		
Sponsoring at Administrators Request	NO		
Lease? NO	Grant Related? NO	Public Works? NO	
Agenda Item Name	5500-MASTER VALUE BLANKET TWO-YEAR RENEWAL WITH AMERICAN		

Agenda Wording

Approval of two-year renewal, 5/1/25 - 4/30/27, for \$400,000 (\$200,000 annually) including tax. This is would be the final renewal.

Summary (Background)

On 3/14/2022, bids for ITB 5605-22 were received for purchase of miscellaneous stock steel and Haskins Steel was one of two vendors selected. The Initial master value blanket term was for a three (3) year base period, with two one-year renewals, with the total master value order not to exceed five years. The three-year base period is valid through 4/30/2025, and Haskins Steel Inc. has agreed to a two-year renewal, rather than two one-year renewals.

What impacts would the proposal have on historically excluded communities?

None

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

Data would not be collected

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

A review of miscellaneous stock steel purchased, by Departments over the complete five year master value blanket period could be conducted to assist in determining future contracting requirements.

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?

Steel is required by various departments to maintain infrastructures that they are responsible for.

Council Subcommittee Review

Not applicable

Fiscal Impact	
Approved in Current Year Budget? YES	
Total Cost	\$ 400,000.00
Current Year Cost	\$ 200,000.00
Subsequent Year(s) Cost	\$ 200,000.00
<u>Narrative</u>	
The Master Value Blanket Order is used by Water Department and Solid Waste Disposal, and other departments.	
Amount	
Budget Account	
Expense	\$ 400,000.00 (\$200,000.00 annual)
Select	# Various
Select	#
Select	#
Select	#
Select	#
Select	#
Funding Source Recurring	
Funding Source Type Program Revenue	
Is this funding source sustainable for future years, months, etc?	
Funding is available in Water Department and Solid Waste Disposal, and affected departments budgets.	
Expense Occurrence	Recurring
Other budget impacts (revenue generating, match requirements, etc.)	
Approvals	
Additional Approvals	
Dept Head	NECHANICKY, JASON
PURCHASING	NECHANICKY, JASON
Division Director	STRATTON, JESSICA
Accounting Manager	BAIRD, CHRISTI
Legal	HARRINGTON,
For the Mayor	PICCOLO, MIKE
Distribution List	
	tprince@spokanecity.org
rrinderle@spokanecity.org	lagan.klauss@haskinssteelinc.com

Committee Briefing Paper

Finance & Administration Committee

Committee Date	1/27/2025
Submitting Department	PURCHASING
Contact Name	JASON NECHANICKY
Contact Email & Phone	JNECHANICKY@SPOKANECITY.ORG 509 232 8841
Council Sponsor(s)	Dillon, Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Master Value Blanket Two-Year Renewal with American Metals Corporation DBA Haskins Steel Inc.
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>On 3/14/2022, bids for ITB 5605-22 were received for purchase of miscellaneous stock steel and Haskins Steel was one of two vendors selected. The Initial master value blanket term was for a three (3) year base period, with two one-year renewals, with the total master value order not to exceed five years. The three-year base period is valid through 4/30/2025, and Haskins Steel Inc. has agreed to a two-year renewal, rather than two one-year renewals.</p> <p>Impact - The Master Value Blanket Order is used by Water Department and Solid Waste Disposal, and other departments.</p> <p>Action – Recommend approval of two-year renewal, 5/1/25 – 4/30/27, for \$400,000 (\$200,000 annually) including tax. This would be the final renewal.</p> <p>Funding – Funding is available in Water Department and Solid Waste Disposal, and affected departments budgets.</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>\$400,000 (\$200,000 annually) including tax</u></p> <p style="padding-left: 40px;">Current year cost: 5/1/25 – 4/30/26: Master Value Blanket \$200,000 including tax</p> <p style="padding-left: 40px;">Subsequent year(s) cost: 5/1/26 – 4/30/26: Master Value Blanket \$200,000 including tax</p> <p>Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impacts</p> <ul style="list-style-type: none"> • What impacts would the proposal have on historically excluded communities? None 	

- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? **Date would not be collected.**
- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution? **A review of miscellaneous stock steel purchased, by Departments over the complete five year master value blanket period could be conducted to assist in determining future contracting requirements.**
- 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? **Steel is required by various departments to maintain infrastructures that they are responsible for.**

Council Subcommittee Review

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

Not applicable.



Miscellaneous Steel For Various City Departments Per Specification Called Out In ITB 5605-22, To Enable As Needed Orders To Be Placed Via Resulting Master Value Blanket VB-301341.

Haskins Steel
VB-301342-001
Two-Year Option Period
Valid from 5/1/25 Through 4/30/27. As commodity is volatile, pricing adjustments would
Per bid RFQ 5846-23. Supplier is responsible for standard ground Freight/Shipping Cost. The City agrees to pay for expedited freight cost incurred for any order that City requests be expedited.

ITEM NO.	DESCRIPTION	PRICE RANGE	AVERAGE
I	PRODUCT GROUP		
	CHANNEL	\$0.80 - \$0.95	\$0.90 / Lb
	ANGLE	\$0.80 - \$1.00	\$0.94 / Lb
	SQUARE/RECTANGLE TUBING: LT WALL – 1/8" OR LESS HVY WALL – 3/16" +	\$1.15 - \$1.30	\$1.30 / Lb
	FLAT BAR	\$0.80 - \$0.95	\$0.95 / Lb
	ROUNDS (HOT ROLL)	\$0.80 - \$0.95	\$0.95 / Lb
	SQUARE (HOT ROLL)	\$0.80 - \$0.95	\$0.95 / Lb
	HOT ROLL PLATE (3/16" – 3")	\$1.15 - \$1.30	\$1.30 / Lb
	HOT ROLL SHEET (16 GA – 11 GA)	\$1.20 - \$1.40	\$1.40 / LB
	FLOOR PLATE	\$1.10 - \$1.30	\$1.30 / Lb
	T1 PLATE	Inquire	\$1.65 / Lb
	COLD ROLL ROUNDS	\$1.20 - \$1.40	\$1.40 / Lb
	ALLOY ROUNDS	Inquire	Inquire
	COLD ROLL FLATS	\$1.60 - \$1.80	\$1.75 / Lb
COLD ROLL SQUARE	\$2.40 - \$2.60	\$2.60 / Lb	
Any other items not covered by the product groups listed above will be priced at percent above cost.		20% Above Cost	
ALTERNATE PRICING OPTION: PERCENTAGE ABOVE COST AT TIME OF PURCHASE – FOR ITEM LISTED IN PRODUCT GROUPS ABOVE		20% Above Cost	

II	SPECIFIC ITEM PRICING	Price Per Each
a.	Boiler Skin	
	SA36 3/16"x48"x96" (MTRs would be needed)	\$300.00
	SA 387 Grade 22 Class 2, 3/16" X 48" X 96" (MTRs would be needed)	N/A
b.	Flat Bar	
	1/8"x1"x20' / A36	\$9.66
	1/8"x1.5"x20' / A36	\$14.35
	1/8"x2"x20' / A36	\$18.77
	1/8"x3"x20' / A36	\$28.96
	1/8"x4"x20' / A36	\$37.37
	1/8"x5"x20' / A36	\$61.76
	3/16"x1.5"x20' / A36	\$18.27
	3/16"x2"x20' / A36	\$24.99
	3/16"x3"x20' / A36	\$36.34
	3/16"x4"x20' / A36	\$51.97
	3/16"x5"x20' / A36	\$66.17
	1/4"x1"x20' / A36	\$16.69
	1/4"x1.5"x20' / A36	\$24.93
	1/4"x2"x12' / 304SS	Inquire
	1/4"x2"x20' / A36	\$32.78
	1/4"x2.5"x20' / A36	\$41.23

	1/4"x3"x20' / A36	\$47.76
	1/4"x4"x20' / A36	\$65.04
	1/4"x5"x20' / A36	\$81.30
	1/4"x6"x20' / A36	\$97.56
	3/8"x2"x20' / A36	\$48.91
	3/8"x3"x20' / A36	\$76.54
	3/8"x4"x12' / 1018CR	Inquire
	1/2"x3/4"x20' / A36	Inquire
	1/2"x1"x20' / A36	\$34.39
	1/2"x2"x20' / A36	\$64.87
	1/2"x3"x20' / A36	\$96.03
	1/2"x4"x20' / A36	\$128.72
	5/8"x4"x20' / A36	\$166.85
	3/4"x1.5"x20' / A36	\$80.00
	1"x3"x20' / A36	\$207.36
c.	Square Tube	
	1"x1"x1/8"x20' / A513	\$34.40
	1.25"x1.25"x.083x20' / A51	\$32.03
	1.5"x1.5"x.083x20' / A51	\$37.96
	1.5"x1.5"x1/8"x20' / A513	\$53.39
	1.5"x1.5"x3/16"x20' / A513	\$77.12
	1.5"x1.5"x1/4"x20' / A513	\$100.85
	2"x2"x1/8"x20' / A500	\$70.00
	2.5"x2.5"x1/4"x20' / A500	\$168.48
	2.5"x2.5"x3/16"x20' / A500	\$116.08
	3"x3"x1/4"x20' / A500	\$182.42
	4"x4"x3/16"x20' / A500	\$194.86
	4"x4"x1/4"x20' / A500	\$252.90
d.	Angle	
	1"x1"x1/8"x20' / A36	\$16.02
	1.25"x1.25"x1/8"x20' / A36	\$20.03
	1.5"x1.5"x1/8"x20' / 304SS	Inquire
	1.5"x1.5"x1/8"x20' / A36	\$25.10
	1.5"x1.5"x3/16"x20' / A36	\$35.60
	1.5"x1.5"x1/4"x20' / A36	\$47.07
	2"x2"x1/8"x20' / A36	\$32.80
	2"x2"x3/16"x20' / A36	\$47.96
	2"x2"x1/4"x20' / 304SS	Inquire
	2"x2"x1/4"x20' / A36	\$61.85
	2.5"x2.5"x1/4"x20' / A36	\$80.28
	3"x3"x3/16"x20' / A36	\$73.00
	3"x2"x1/4"x20' / A36	\$81.51
	3"x3"x1/4"x20' / A36	\$95.45
	4"x4"x1/4"x20' / A36	\$132.00
	6"x6"x5/16"x20' / A36	\$249.12
e.	Sheet	
	4'x8' / 16GA Galvanized	\$160.35
	4'x8' / 16GA HR	\$79.00
	4'x8' / 12GA A653 G90	N/A
	4'x8' / 11GA HR	\$150.00
	4'x8' / 10GA 304SS	Inquire
	4'x8' / 1/8" Stainless Steel Sheet	Inquire
	4'x8' / 10GA HR	\$170.00
	4'x8' / 1/8" HRCQ Same as 11 Ga HR	\$277.00

	4'x8' / 1/8" A36 Same as 11 Ga HR	\$150.00
	4'x8' / 3/16" A36	\$300.00
	4'x8' / 1/4" AR400	Inquire
	4'x8' / 1/4" A36	\$310.00
	4'x8' / 3/8" AR400	Inquire
	4'x8' / 3/8" A36	\$460.00
	4'x8' / 1/2" AR400	Inquire
	4'x8' / 1/2" " A36	\$620.00
	4'x8' / 5/8" AR400	Inquire
	4'x8' / 5/8" A36	\$900.00 (Offering A572)
	4'x8' / 3/4" AR400	Inquire
	4'x8' / 3/4" A36	\$1,100.00
	4'x8' / 1" AR 400	Inquire
	4'x8' / 1" A36	\$1,400.00
	4' x 8' / 1/8" Aluminum Sheet	Inquire
	4' x 8' / 1/4" Aluminum Sheet	Inquire
f.	Round	
	3/8"x20' / A36 HR	\$9.40
	3/8"x20' / 1018 CR	\$12.85
	1/2"x20' / A36 HR	\$12.38
	1/2"x20' / 1018 CR	\$16.50
	5/8"x20' / 1018 CR	\$28.00
	3/4"x20' / A36 HR	\$29.67
	3/4"x20' / 1018 CR	\$45.06
	7/8"x20' / 1018 CR	Inquire
	1.5"x20' / A36 HR	\$120.00
	1.5"x20' / 4140 TG&P	Inquire
III	CUSTOM PROCESSING (SAWING, SHEARING, BURNING, FORMING, PUNCHING, BENDING, FLAME CUTTING, ETC)	Bidder's Remarks: Included in Pricing
	% ADDED FOR WASTAGE	0%
	HOURLY RATE FOR LABOR CHARGES	N/A Hrly
IV	MISCELLANEOUS CHARGES	
	FUEL CHARGE State how this is charged, i.e. per delivery or per invoice.	Bidder's Remarks: Included in Pricing
	HANDLING CHARGE State how this is charged, i.e. per delivery or per invoice.	Bidder's Remarks: Included in Pricing
All freight expenses on stocked inventory items shall be the responsibility of the winning vendor.		
All freight expenses on stocked inventory items shall be the responsibility of the winning vendor.		
Logan Klauss Phone 509 252 9712 Logan.Klauss@haskinssteelinc.com	NAME	Logan Klauss
	SIGNATURE	See Logan's attached 12/16/24 email
	DATE	

Rinderle, Rick

From: Logan Klauss <logan.klauss@haskinssteelinc.com>
Sent: Tuesday, December 17, 2024 8:14 AM
To: Rinderle, Rick
Subject: RE: Feedback Needed (FW: [EXTERNAL] Option Year Pricing Sought by 1/5/2025 VB0-301342 (City of Spokane))

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Oh sorry Rick,

Yes, we can move to the two year renewal period. That sounds like it would be easier for everyone!

Thanks

Logan Klauss

(509) 252-9712

Logan.Klauss@haskinssteelinc.com



From: Rinderle, Rick <rrinderle@spokanecity.org>
Sent: Tuesday, December 17, 2024 6:50 AM
To: Logan Klauss <logan.klauss@haskinssteelinc.com>
Cc: Rinderle, Rick <rrinderle@spokanecity.org>
Subject: Feedback Needed (FW: [EXTERNAL] Option Year Pricing Sought by 1/5/2025 VB0-301342 (City of Spokane))

CAUTION: This email originated from outside of the organization. Do not click links, open attachments or forward unless you recognize the sender and know the content is safe.

Hello Logan,

Received pricing; however, did not received documented responses to the below question, please respond providing needed documented response:

Will kindly respond upon receiving this email advising that:

-Haskins Steel Inc is interested in exercising a two-year renewal period, 5/1/25 through 4/30/27, rather than two one-year renewal periods. **Yes / No**

-The provided pricing will not go into effect until 5/1/2025.

Respectfully,

RICK RINDERLE | CITY OF SPOKANE | PURCHASING SPECIALIST
PHONE 509 625 6527 | rrinderle@spokanecity.org | spokanecity.org

Emails and attachments sent to or from the City, including personal information, are presumptively public records that are subject to disclosure. – Chapter 42.56 RCW

From: Logan Klauss <logan.klauss@haskinssteelinc.com>
Sent: Monday, December 16, 2024 4:00 PM
To: Rinderle, Rick <rrinderle@spokanecity.org>
Subject: RE: [EXTERNAL] Option Year Pricing Sought by 1/5/2025 VB0-301342 (City of Spokane)

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Afternoon Rick!

Attached is the updated pricing for a potential new Value Blanket. We believe these prices should get us through at least the first two quarters of next year, but we appreciate the text that states pricing may change in a 3 month period.

Let us know if there is anything else you need from us, and I hope you are having a merry holiday season!

Thanks

Logan Klauss
(509) 252-9712

Logan.Klauss@haskinssteelinc.com



From: Rinderle, Rick <rrinderle@spokanecity.org>
Sent: Wednesday, December 11, 2024 1:07 PM
To: Logan Klauss <logan.klauss@haskinssteelinc.com>
Subject: RE: [EXTERNAL] Option Year Pricing Sought by 1/5/2025 VB0-301342 (City of Spokane)
Importance: Low

CAUTION: This email originated from outside of the organization. Do not click links, open attachments or forward unless you recognize the sender and know the content is safe.

Hello Logan,

Thanks for your email and allotted time regarding earlier phone call today.

Respectfully,

RICK RINDERLE | CITY OF SPOKANE | PURCHASING SPECIALIST
PHONE 509 625 6527 | rrinderle@spokanecity.org | spokanecity.org

Emails and attachments sent to or from the City, including personal information, are presumptively public records that are subject to disclosure. – Chapter 42.56 RCW

From: Logan Klauss <logan.klauss@haskinssteelinc.com>
Sent: Wednesday, December 11, 2024 12:25 PM
To: Rinderle, Rick <rrinderle@spokanecity.org>
Subject: RE: [EXTERNAL] Option Year Pricing Sought by 1/5/2025 VB0-301342 (City of Spokane)

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Hi Rick,

I received this email and we will get working on getting the answers for all your questions.

Thanks

Logan Klauss
(509) 252-9712

Logan.Klauss@haskinssteelinc.com



From: Rinderle, Rick <rrinderle@spokanecity.org>
Sent: Wednesday, December 11, 2024 11:50 AM
To: Logan Klauss <logan.klauss@haskinssteelinc.com>
Cc: Rinderle, Rick <rrinderle@spokanecity.org>
Subject: [EXTERNAL] Option Year Pricing Sought by 1/5/2025 VB0-301342 (City of Spokane)

CAUTION: This email originated from outside of the organization. Do not click links, open attachments or forward unless you recognize the sender and know the content is safe.

Haskins Steel Inc

Mr. Logan Klauss
Phone 509.252.9712
Logan.Klauss@haskinssteelinc.com

Hello Logan,

Recapping our phone call today, 12/11/2024...

The three-year base period of attached Master Value Blanket 301342, pertaining to steel is set to expire 4/30/2024.

The Master Value Blanket was generated based upon Haskins Steel Inc attached response to ITB 5605-22, that is attached to the Value Blanket.

The City is looking at exercising a two-year option period, 5/1/2025 through 4/2027, instead of two one-year options as was stated in the bid.

By doing a two-year renewal would streamline the process, as City Council approval would only need to be obtained once.

Will kindly respond upon receiving this email advising that:

-Haskins Steel Inc is interested in exercising a two-year renewal period, 5/1/25 through 4/30/27, rather than two one-year renewal periods. Yes / No

-The attached Excell Pricing Sheet "VB-301432-001 5-1-25 to 4-30-27" would be completed and returned via email to RRinderle@spokanecity.org by 1/5/2025. Completing is to be interpreted as updating yellow-highlighted pricing.

-A copy of Haskins Steel Inc current Spokane Business License will also be provided when providing pricing.

Respectfully,

RICK RINDERLE | CITY OF SPOKANE | PURCHASING SPECIALIST
PHONE 509 625 6527 | rrinderle@spokanecity.org | spokanecity.org

Emails and attachments sent to or from the City, including personal information, are presumptively public records that are subject to disclosure. – Chapter 42.56 RCW


Agenda Sheet for City Council Meeting of:

04/11/2022

Submitting Dept GRANTS, CONTRACTS & PURCHASING		Date Rec'd	3/30/2022
		Clerk's File #	OPR 2022-0242
		Renews #	
Contact Name/Phone THEA PRINCE 6403		Cross Ref #	
		Project #	
Contact E-Mail TPRINCE@SPOKANECITY.ORG		Bid #	ITB 5605-22
Agenda Item Type Purchase w/o Contract		Requisition #	VB
Agenda Item Name 5500 - PURCHASING MULTI DEPT MISC STOCK STEEL VALUE BLANKET ORDER			

Agenda Wording

Award a three (3) year master value blanket order for Miscellaneous Stock Steel to Haskins Steel (Spokane, Wa) with two (2) one-year renewals available - estimated annual expenditure - \$200,000 including tax.

Summary (Background)

Formal bid was issued via ProcureWare and advertised in the Gazette to enable multiple awards to provide the City flexibility and best meet the City's needs. Only two responses were received. This Value Blanket Order will provide raw materials needed in the fabrication and repair of tools and equipment throughout various City departments.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ \$600,000 (\$200,000 annually)

Select \$

Select \$

Select \$

Budget Account

VARIOUS

#

#

#

Approvals

Dept Head MURRAY, MICHELLE

Division Director WALLACE, TONYA

Finance ALBIN-MOORE, ANGELA

Legal ODLE, MARI

For the Mayor ORMSBY, MICHAEL

Council Notifications

Study Session\Other PIES 3/28/2022

Council Sponsor CM Kinnear

Distribution List

TPRINCE@SPOKANECITY.ORG

RRINDERLE@SPOKANECITY.ORG

Additional Approvals

Purchasing PRINCE, THEA

Approved by Spokane City Council
on: 4/11/2022

DocuSigned by:

CC56CBA4DCC84D6...

4/12/2022

Committee Agenda Sheet

[PIES COMMITTEE]

Submitting Department	PURCHASING
Contact Name & Phone	THEA PRINCE
Contact Email	TBRINCE@SPOKANECITY.ORG
Council Sponsor(s)	CM KINNEAR
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Master VB with American Metals Corporation DBA Haskins Steel Inc.
Summary (Background)	<p>Bid ITB 5605-22 for Miscellaneous Stock Steel was opened on 3/14/22. Bid was issued to enable multiple awards to provide flexibility to allow requirements among awarded suppliers, and to best meet the City's needs.</p> <p>Impact - Master Value Blanket Order to be set up for use by Water Department and Solid Waste Disposal, and other departments.</p> <p>Action- Recommend approval for \$600,000 (\$200,0000 annually) including tax, which will be in effect upon award and shall terminate 4/30/2025. The contract may renewed for two (2) additional one-year contract periods, subject to mutual agreement, with the total contract period not to exceed five (5) years</p> <p>Funding – Funding is available in Water Department and Solid Waste Disposal, and affected departments budgets.</p>
Proposed Council Action & Date:	PIES Date March 28, 2022
Fiscal Impact: Total Cost: \$600,000 (\$200,000 annually) Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? None	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Data would not be collected.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? A review of steel purchased, by Departments, through 4/30/2025, could be conducted to assist in determining future contracting requirements.	
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? Steel is required by various city departments to maintain infrastructures that for that they are responsible for.	

Bid Response Summary

Bid Number ITB 5605-22
Bid Title MISCELLANEOUS STOCK STEEL -As Needed
Due Date Monday, March 14, 2022 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company American Metals Corporation DBA Haskins Steel Inc
Submitted By randi.cole@haskinssteelinc.com - Monday, March 14, 2022 9:39:56 AM [(UTC-08:00) Pacific Time (US & Canada)]
 randi.cole@haskinssteelinc.com

Comments

Question Responses

Group	Reference Number	Question	Response
DEFAULT ITEM GROUP	#1	ADDENDA. Indicated how many Addenda Contractor acknowledges receipt of.	None
BACKGROUND	#1	The City of Spokane's Water Department and Solid Waste Disposal Department work under aggressive deadlines and schedules that require suppliers to provide high service levels. The City is initiating this bid request to solicit bid from suppliers who have a proven ability to provide spec'd Miscellaneous Stock Steel - As Needed.	I agree and I acknowledge
	#2	Resulting Contract(s) would result in a three-year Value Blanket(s) with two one-year option periods for various City Departments to include Solid Waste Disposal Department and Water Department to procure Stock Steel – As Needed. The City does not bind itself to purchase the full quantities stipulated in the bid as estimates. The quantities shown represent past purchasing activity and estimates of future usage, and are given for the purpose of comparing bids on a uniform basis. Payment will be made only for quantities actually ordered, delivered and accepted, whether greater or less than the stated amounts. Quantities listed on proposal are based on a one (1) year estimate.	I agree and I acknowledge
	#3	More than one contract may be awarded. Award of contract(s), when and if made, will be to the Bidder(s) whose bids is/are most favorable to the City. Contract(s) is/are optional (non-exclusive) use. The City Council shall make the award of contract(s)	I agree and I acknowledge
SUBMISSION OF BIDS			

#1	Bid Responses shall be submitted electronically through the City of Spokane's bidding portal: https://spokane.procurement.com on or before the Due Date and time mentioned above. Hard, e-mailed or faxed copies and/or late bids shall not be accepted.	I agree and I acknowledge
#2	The City of Spokane is not responsible for bids electronically submitted late. It is the responsibility of the Bidder to be sure the bids are electronically submitted sufficiently ahead of time to be received no later than 1:00 p.m. Pacific Local Time, on the bid opening date.	I agree and I acknowledge
#3	All communication between the Bidder and the City upon receipt of this bid shall be via the "Clarification Tab" within ProcureWare. Any other communication will be considered unofficial and non-binding on the City	I agree and I acknowledge
INTERPRETATION		
#1	If the Bidder discovers any errors, discrepancies or omissions in the Quote specifications, or has any questions about the specifications, the Bidder must notify Purchasing in writing. Any corrections issued by the Purchaser will be incorporated into the contract or purchase order.	I agree and I acknowledge
WITHDRAWAL OF BIDS		
#1	Bidders may withdraw Bid prior to the scheduled due date and time. Unless otherwise specified, no Bids may be withdrawn for a minimum of ninety (90) calendar days after the due date.	I agree and I acknowledge
PAYMENT TERMS		
#1	Bidder acknowledges that unless agreeing to payment by credit card with no additional fee, payment shall be made via direct deposit/ACH (except as provided by state law) after receipt of the goods/services 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.	I agree and I acknowledge
#2	Bidder agrees to accept payment by Credit Card with no additional charges/fees	Yes, No
BIDDER INFORMATION		
#1	Company Name	Haskins Steel Inc.
#2	Please provide Name, Telephone Number & e-mail address of person who is preparing the response to this Invitation to Bid.	Randi Cole (509)252-9712 randi.cole@haskinssteelinc.com
#3	Person acknowledges Company will confirm compliance with all instructions, terms, and conditions of this ITB, to furnish items at the prices stated.	I agree and I acknowledge

<p>#3.1</p>	<p>Bidder accepts has read and acknowledges compliance with Terms and Conditions. If answer is "I don't agree and I don't acknowledge", 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.</p>	<p>I agree and I acknowledge</p>
<p>#4</p>	<p>Provide the name, phone number, and email address for the person in your Company that would potentially sign a contract through the DocuSign process used by the City.</p>	<p>Randi Cole (509)252-9712 randi.cole@haskinssteelinc.com</p>
<p>PROPRIETARY INFORMATION/PUBLIC DISCLOSURE</p>		
<p>1</p>	<p>All materials submitted to the City in response to this competitive procurement shall become the property of the City.</p>	<p>I agree and I acknowledge</p>
<p>2</p>	<p>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. RCW Ch. 41.56.</p>	<p>I agree and I acknowledge</p>
<p>3</p>	<p>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</p>	<p>I agree and I acknowledge</p>
<p>4</p>	<p>The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response.</p>	<p>I agree and I acknowledge</p>
<p>CITY OF SPOKANE BUSINESS REGISTRATION REQUIREMENT</p>		
<p>#1</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 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 www.dor.wa.gov or 360-705-6741 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.</p>	<p>I agree and I acknowledge</p>

#2	City of Spokane Business Registration Number	68-0284528
ORGANIZATION		
#1	Organization: Bidder Should Enter If Proposal Is of an Individual, Partnership, Corporation, and Existing Under The Laws of What US State. Enter Information Here	Corporation
ADDITIONAL ITEMS		
#1	The City of Spokane reserves the right to purchase additional items at the quoted price. Supplier agrees to sell at the same price, terms and conditions.	Yes; No
MINORITY BUSINESS ENTERPRISE		
#1	Vendor (is ____, is not ____) a Minority Business Enterprise. A Minority Business Enterprise is defined as a "business, privately or publicly owned, at least 51% of which is owned by minority group members." For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women	Is; Is Not
SMALL BUSINESS		
#1	Bidder (is ____, is not ____) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration).	Is; Is Not
NON-COLLUSION		
#1	The Bidder certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this Bid invitation	I certify no agreement was entered; I do not certify
INTERLOCAL PURCHASE AGREEMENTS		
#1	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 Bidder 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 supplier's review and approval at the time of a requested contract. The Supplier's right to refuse to enter into a contract with another public agency at the time of request shall be absolute.	Yes; No
ACCEPTANCE PERIOD		

#1	Bids must provide ninety (90) days for acceptance by the City from the due date for receipt of Bids.	I agree and I acknowledge
DEFINITIONS		
Bidder	One who submits a bid.	I agree and I acknowledge
Vendor	Bidder to whom contract or purchase order is awarded.	I agree and I acknowledge
Purchaser	City of Spokane and other government agencies (Pursuant to RCW 39.34).	I agree and I acknowledge
Destination-Delivery	Delivery to Purchaser's building location	I agree and I acknowledge
Until Further Notice	Any time in excess of sixty (60) days from date of opening.	I agree and I acknowledge
Cost	Total cost of ownership based on the best available information.	I agree and I acknowledge
CONTRACT PERIOD		
#1	The contract created shall be in the form of a Blanket Order which will be effective upon award and shall terminate on 4/30/25.	I agree and I acknowledge
RENEWAL		
#1	The contract may be renewed for two (2) additional one-year contract periods, subject to mutual agreement, with the total contract period not to exceed five (5) years. The Purchaser shall notify the Vendor of its renewal proposal in writing, not later than 30 days prior to the termination date of the initial contract or the contract renewal.	I agree and I acknowledge
DISCOUNT PERCENTAGES		
#1	Discount percentages offered will remain unchanged throughout the life of the contract and any renewals	I agree and I acknowledge
DELIVERY DEFAULT		
#1	The acceptance of late performance by the Purchaser shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligations remaining to be performed by Vendor.	I agree and I acknowledge
DELIVERY DELAY		
#1	In the event of delivery delay beyond the date specified in the bid, the Purchaser shall assess, as liquidated damages \$0.00 per day per unit beyond the completion date specified. The Purchaser shall have the right to deduct and retain the amount of such liquidated damages from any monies due or which may become due the Vendor or to initiate legal proceedings for the collection of same.	I agree and I acknowledge
PCB CERTIFICATION		

<p>In accordance with SMC 7.06.172(A), the Bidder certifies that the products bid 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 bidder 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.</p>	<p>Don't Know; Yes; No</p>
<p>#1</p>	<p>As far as you know has this type product been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?</p>
<p>#2</p>	<p>Don't Know; Yes; No</p>
<p>#3</p>	<p>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)?</p>
<p>#4</p>	<p>Don't Know; Yes; No</p>
<p>#5</p>	<p>If so attach the results or note from whom the results can be obtained.</p>
<p>#6</p>	<p>Don't Know; Yes; No</p>
<p>#7</p>	<p>If so attach the results or note from whom the results can be obtained.</p>
<p>#8</p>	<p>Do you have reason to believe the product packaging contains measurable levels of PCBs?</p>
<p>Don't Know; Yes; No</p>	<p>Don't Know; Yes; No</p>
<p>GENERAL INSTRUCTIONS</p>	<p>Yes</p>
<p>#1</p>	<p>These specifications will establish minimum acceptable requirements attempting to take advantage of latest developments.</p>
<p>#2</p>	<p>Time is of the essence in the performance of this contract after a delivery schedule is established.</p>
<p>#3</p>	<p>Material Safety Data Sheets must be included with Bid Proposal forms if applicable.</p>
<p>#4</p>	<p>The City of Spokane reserves the right to accept or reject any variance from the published specifications and to award the Quote in a manner that is most advantageous to the continued efficient operation of the City.</p>
<p>#5</p>	<p>The City reserves the right to accept or reject any part of or all Bids and to accept the Bid deemed to be in the best interest of the City. The City may choose from more than one vendor.</p>
<p>#6</p>	<p>The City of Spokane reserves the option of awarding this purchase by item grouping or by any manner most advantageous for the City.</p>
<p>#7</p>	<p>Bidder should be aware that Bids may be rejected if all questions are not completely and correctly answered.</p>
<p>#8</p>	<p>If you took exception to #1 through #7 above explain in detail.</p>
<p>SPECIAL INSTRUCTIONS - GENERAL</p>	<p>I agree and I acknowledge</p>
<p>I agree and I acknowledge</p>	<p>I agree and I acknowledge</p>
<p>I agree and I acknowledge</p>	<p>I agree and I acknowledge</p>

#1	It is the intent of these specifications to provide various City of Spokane Departments with Miscellaneous Stock Steel on an "as needed" basis for a period ending 4/30/25.	I agree and I acknowledge
#2	It is anticipated that the Blanket Order will begin 5/1/22 or date of award, and run through 4/30/25.	I agree and I acknowledge
#3	Bidders must submit cover letters stating qualifications for supplying specified product on contract with the City of Spokane. Upload cover letter document.	Cover Letter.docx
#4	State name(s) and address(es) of Original Equipment Manufacturer (OEM) and distributors (if applicable) to be used in the production and delivery of your product	None
#5	Delivery of stocked inventory items must be made within 36-48 hours of receipt of order.	I agree and I acknowledge
#5.1	State lead time in calendar working days for delivery of stocked inventory items upon receipt of order. Enter number of calendar working days here:	1-2 days
#6	All invoices, packing lists, packages, shipping notices, and other written documents affecting this order shall contain the applicable purchase order number. Packing lists shall accompany each delivery. Invoices will not be processed for payment until all items invoiced are received.	I agree and I acknowledge
#7	Successful Bidder shall furnish standard warranty as well as any other warranty required in the Bid specifications.	N/A
#8	Federal and State laws governing this product must be satisfied.	I agree and I acknowledge
#8	If you took exception to #1 through #9 above explain in detail.	
F.O.B. DELIVERY POINT:		
#1	Various City of Spokane Departments	I agree and I acknowledge
#2	Risk of Loss. Regardless of F.O.B. point, Vendor agrees to bear all risks of loss, injury or destruction of items ordered herein which occur prior to delivery; such loss, injury or destruction shall not release Vendor from any obligation hereunder.	I agree and I acknowledge
PRICING		
#1	SALES TAX: The City will apply applicable tax to Bidder's response when tabulating bids. Vendor 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 will 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.	I agree and I acknowledge
#2	All freight expenses on stocked inventory items shall be the responsibility of the winning vendor.	I agree and I acknowledge
#3	The City of Spokane agrees to pay freight expenses on non-stocked special order items.	I agree and I acknowledge
#3.1	A freight bill must support all freight charges included on an invoice.	I agree and I acknowledge

#3.2	No charges will be allowed for handling, including but not limited to packing, wrapping, bags, containers, unless otherwise stated herein.	<input type="checkbox"/> agree and <input type="checkbox"/> acknowledge
#4	UNIT PRICE: Should not include tax.	<input type="checkbox"/> agree and <input type="checkbox"/> acknowledge
#4.1	PRICING: Pricing shall be firm for the first three-month period of contract, for the purpose of comparing bids on a uniform basis.	<input type="checkbox"/> agree and <input type="checkbox"/> acknowledge
#4.2	Please complete and upload ITB 5605-22 Pricing Page from Documents Tab.	<input type="checkbox"/> ITB 5605-22 Pricing Page.pdf
#4.3	PRICING ADJUSTMENTS: After initial three month period, pricing adjustments would be considered on a three-month basis, or more often, based on vendor providing back up documentation from steel suppliers and/or other sources must be included to justify request. The United States published indices such as the Producer Price Index (PPI), or other government data, may be referenced to help substantiate the Vendor's documentation. City will accept the American Metal Market (AMM) index in lieu of the Producer Price Index (PPI) for price adjustment requests. City will not pay to subscribe to the AMM database so the vendor will need to send that backup, along with any other justification, with their written request.	<input type="checkbox"/> agree and <input type="checkbox"/> acknowledge
#4.4	All price adjustments must be agreed on by both parties. and cannot be applied retroactively to orders already placed with the Vendor. Price increases must apply to all or broad classes of customers and shall in no way single out the Purchaser.	<input type="checkbox"/> agree and <input type="checkbox"/> acknowledge
#4.5	Adjustments to pricing shall be to not produce a higher profit margin.	<input type="checkbox"/> agree and <input type="checkbox"/> acknowledge
#4.5.1	Bidder must state its Profit Margin that is included in unit pricing. The stated profit margin will remain unchanged throughout the life of the contract.	<input type="checkbox"/> agree and <input type="checkbox"/> acknowledge
#4.5.1.2	Enter Profit Margin.	N/A
#5	The City of Spokane reserves the right to cancel the contract if the escalation of price is not advantageous to the City.	<input type="checkbox"/> agree and <input type="checkbox"/> acknowledge
#6	PRICE DECREASES: During the contract period, any price decreases obtained by Contractor shall be reflected in a contract price reduction to the Purchaser retroactive to the Contractor's effective date.	<input type="checkbox"/> agree and <input type="checkbox"/> acknowledge
BID EVALUATION		
#1	Evaluation of bids shall be based upon the following criteria, where applicable:	<input type="checkbox"/> Yes
#2	The price, including the effect of discounts. Price may be determined by life cycle costing or total cost bidding, when advantageous to the Purchaser.	<input type="checkbox"/> agree and <input type="checkbox"/> acknowledge
#3	The quality of the items bid, their conformity to specifications and the purpose for which they are required.	<input type="checkbox"/> agree and <input type="checkbox"/> acknowledge
#4	The Bidder's ability to provide prompt and efficient service and/or delivery.	<input type="checkbox"/> agree and <input type="checkbox"/> acknowledge
#5	The character, integrity, reputation, judgment, experience and efficiency of the Bidder	<input type="checkbox"/> agree and <input type="checkbox"/> acknowledge
#6	The quality of performance of previous contracts or services	<input type="checkbox"/> agree and <input type="checkbox"/> acknowledge
#7	The previous and existing compliance by the Bidder with the laws relating to the contract or services	<input type="checkbox"/> agree and <input type="checkbox"/> acknowledge

#8	Uniformity or interchangeability.	I agree and I acknowledge
#9	The energy efficiency of the product throughout its life.	I agree and I acknowledge
#10	Any other information having a bearing on the decision to award the contract.	I agree and I acknowledge
BIDDING ERRORS		
#1	Unit pricing will prevail in the circumstance of unit and extension pricing discrepancies. When, after the opening and tabulation of Bids, a Bidder claims error, and requests to be relieved of award, he will be required to promptly present certified work sheets. The Purchaser will review the work sheets and if the Purchaser is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Bidder may be relieved of his Bid.	I agree and I acknowledge
BIDDER PREQUALIFICATION:		
#1	Prior to award of contract or purchase, Bidders shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the work, unless waived by the Purchaser.	I agree and I acknowledge
REJECTION OF BIDS		
#1	The Purchaser reserves the right to reject any or all Bids; to waive minor deviations from the specifications, to waive any informality in bids received, whenever it is in the Purchaser's best interest, and to accept or reject all or part of this Bid at prices shown.	I agree and I acknowledge
AWARD OF CONTRACT		
#1	Award of contract or purchase, when made, will be to the Bidder whose Bid is the most favorable to the Purchaser, taking into consideration price and the other evaluation factors. More than one contract may be awarded. Contract(s) is optional (non-exclusive) use. The City Council shall make the award of contract(s). Resulting Contract(s) would result in a three-year Value Blanket(s) with two one-year option periods for various City Departments to include Solid Waste Disposal Department and Water Department to procure Stock Steel – As Needed. Any order resulting from award will be submitted by Purchasing or Departments. Unsuccessful Bidders will not automatically be notified of Bid results. The City does not bind itself to purchase the full quantities stipulated in the bid as estimates. The quantities shown represent past purchasing activity and estimates of future usage, and are given for the purpose of comparing bids on a uniform basis. Payment will be made only for quantities actually ordered, delivered and accepted, whether greater or less than the stated amounts. Quantities listed on proposal are based on a one (1) year estimate.	I agree and I acknowledge

**ADDITIONAL
DOCUMENTS BIDDER
WOULD LIKE TO
UPLOAD**

#1

Should Bidder Want To Upload Any Additional Document(s) Please Do So Here.
***Please Note: Should Bidder Want To Add More Than One Document, ensure all documents are combined into a single document prior to uploading as bidder would only be able to upload one document here

ITB 5605-22 Pricing Page

ITEM NO.	DESCRIPTION	PRICE RANGE	AVERAGE
I	PRODUCT GROUP		
	CHANNEL	\$.84 - .95	\$.90 / LB
	ANGLE	\$.89 - .99	\$.94 / LB
	SQUARE/RECTANGLE TUBING: LT WALL - 1/8" OR LESS HVY WALL - 3/16" +	\$1.56 - 1.66	\$1.61 / LB
	FLAT BAR	\$.91 - 1.01	\$.96 / LB
	ROUNDS (HOT ROLL)	\$.90 - 1.00	\$.95 / LB
	SQUARE (HOT ROLL)	\$.94 - 1.03	\$.99 / LB
	HOT ROLL PLATE (3/16" - 3")	\$1.56 - 1.66	\$1.61 / LB
	HOT ROLL SHEET (16 GA - 11 GA)	\$1.67 - 1.77	\$1.72 / LB
	FLOOR PLATE	\$1.26 - 1.36	\$1.31 / LB
	T1 PLATE	\$1.73 - 1.83	\$1.78 / LB
	COLD ROLL ROUNDS	\$1.39 - 1.49	\$1.44 / LB
	ALLOY ROUNDS	N/A	N/A
	COLD ROLL FLATS	\$1.70 - 1.80	\$1.75
	COLD ROLL SQUARE	\$2.66 - 2.76	\$2.71
Any other items not covered by the product groups listed above will be priced at percent above cost.		<u>70</u> % Above Cost	
**Prices per pound			
PRICING ADJUSTEMENTS: After initial three month period, pricing adjustments would be considered on a three-month basis, or more often, based on vendor providing back up documentation from steel suppliers and/or other sources must be included to justify request.			
ALTERNATE PRICING OPTION: PERCENTAGE ABOVE COST AT TIME OF PURCHASE - FOR ITEM LISTED IN PRODUCT GROUPS ABOVE		<u>20</u> % Above Cost	
II	SPECIFIC ITEM PRICING	Est Annual Qty More Or Less	Each Price
a.	Boiler Skin		

	SA36 3/16"x48"x96" (MTRs would be needed)	5	\$ 447.42
	SA 387 Grade 22 Class 2, 3/16"X48"X96" (MTRs would be needed)	5	N/A
b.	Flat Bar		
	1/8"x1"x20' / A36	5	\$9.07
	1/8"x1.5"x20' / A36	5	\$13.84
	1/8"x2"x20' / A36	5	\$18.10
	1/8"x3"x20' / A36	5	\$27.57
	1/8"x4"x20' / A36	5	\$36.05
	1/8"x5"x20' / A36	5	\$61.79
	3/16"x1.5"x20' / A36	5	\$17.79
	3/16"x2"x20' / A36	5	\$24.35
	3/16"x3"x20' / A36	5	\$35.51
	3/16"x4"x20' / A36	5	\$50.40
	3/16"x5"x20' / A36	5	\$64.12
	1/4"x1"x20' / A36	5	\$16.22
	1/4"x1.5"x20' / A36	5	\$24.29
	1/4"x2"x12' / 304SS	5	N/A
	1/4"x2"x20' / A36	5	\$31.92
	1/4"x2.5"x20' / A36	5	\$40.28
	1/4"x3"x20' / A36	5	\$46.73
	1/4"x4"x20' / A36	5	\$63.54
	1/4"x5"x20' / A36	5	\$79.62
	1/4"x6"x20' / A36	5	\$95.08
	3/8"x2"x20' / A36	5	\$47.88

	3/8"x3"x20' / A36	5	\$72.64
	3/8"x4"x12' / 1018CR	5	\$106.68
	1/2"x3/4"x20' / A36	5	N/A
	1/2"x1"x20' / A36	5	\$33.45
	1/2"x2"x20' / A36	5	\$43.23
	1/2"x3"x20' / A36	5	\$94.16
	1/2"x4"x20' / A36	5	\$125.56
	5/8"x4"x20' / A36	5	\$158.86
	3/4"x1.5"x20' / A36	5	\$75.93
	1"x3"x20' / A36	5	\$196.60
c.	Square Tube		
	1"x1"x1/8"x20' / A513	5	\$47.98
	1.25"x1.25"x.083x20' / A51	5	\$44.67
	1.5"x1.5"x.083x20' / A51	5	\$52.94
	1.5"x1.5"x1/8"x20' / A513	5	\$74.45
	1.5"x1.5"x3/16"x20' / A513	5	\$107.54
	1.5"x1.5"x1/4"x20' / A513	5	\$168.17
	2"x2"x1/8"x20' / A500	5	\$97.61
	2.5"x2.5"x1/4"x20' / A500	5	\$222.15
	2.5"x2.5"x3/16"x20' / A500	5	\$175.22
	3"x3"x1/4"x20' / A500	5	\$275.35
	4"x4"x3/16"x20' / A500	5	\$294.12
	4"x4"x1/4"x20' / A500	5	\$381.73
d.	Angle		
	1"x1"x1/8"x20' / A36	5	\$15.70
	1.25"x1.25"x1/8"x20' / A36	5	\$19.01

	1.5"x1.5"x1/8"x20' / 304SS	5	N/A
	1.5"x1.5"x1/8"x20' / A36	5	\$ 23.81
	1.5"x1.5"x3/16"x20' / A36	5	\$ 33.88
	1.5"x1.5"x1/4"x20' / A36	5	\$ 44.24
	2"x2"x1/8"x20' / A36	5	\$ 31.13
	2"x2"x3/16"x20' / A36	5	\$ 45.57
	2"x2"x1/4"x20' / 304SS	5	N/A
	2"x2"x1/4"x20' / A36	5	\$ 58.94
	2.5"x2.5"x1/4"x20' / A36	5	\$ 76.25
	3"x3"x3/16"x20' / A36	5	\$ 69.32
	3"x2"x1/4"x20' / A36	5	\$ 77.36
	3"x3"x1/4"x20' / A36	5	\$ 91.14
	4"x4"x1/4"x20' / A36	5	\$ 125.43
	6"x6"x5/16"x20' / A36	5	N/A
e.	Sheet		
	4'x8' / 16GA Galvanized	5	\$ 180.14
	4'x8' / 16GA HR	5	\$ 139.54
	4'x8' / 12GA A653 G90	5	\$ 307.41
	4'x8' / 11GA HR	5	\$ 273.34
	4'x8' / 10GA 304SS	5	\$ 983.64
	4'x8' / 1/8" Stainless Steel Sheet	1	\$ 874.95
	4'x8' / 10GA HR	5	\$ 307.53
	4'x8' / 1/8" HRCQ Same as 11 Ga HR	5	\$ 273.34
	4'x8' / 1/8" A36 Same as 11 Ga HR	5	\$ 273.34
	4'x8' / 3/16" A36	5	\$ 418.58

	4'x8' / 1/4" AR400	5	\$745.64
	4'x8' / 1/4" A36	5	\$556.90
	4'x8' / 3/8" AR400	5	\$756.03
	4'x8' / 3/8" A36	5	\$837.10
	4'x8' / 1/2" AR400	5	N/A
	4'x8' / 1/2" A36	5	\$1115.64
	4'x8' / 5/8" AR400	5	\$1350.07
	4'x8' / 5/8" A36	5	\$1288.50
	4'x8' / 3/4" AR400	5	N/A
	4'x8' / 3/4" A36	5	\$1525.91
	4'x8' / 1" AR 400	5	\$2360.77
	4'x8' / 1" A36	5	\$2002.18
	4' x 8' / 1/8" Aluminum Sheet	1	\$ 279.13
	4' x 8' / 1/4" Aluminum Sheet	1	\$ 553.22
f.	Round		
	3/8"x20' / A36 HR	5	\$8.60
	3/8"x20' / 1018 CR	5	\$11.02
	1/2"x20' / A36 HR	5	\$12.20
	1/2"x20' / 1018 CR	5	\$18.93
	5/8"x20' / 1018 CR	5	\$ 29.83
	3/4"x20' / A36 HR	5	\$ 28.17
	3/4"x20' / 1018 CR	5	\$43.83
	7/8"x20' / 1018 CR	5	N/A
	1.5"x20' / A36 HR	5	\$112.68
	1.5"x20' / 4140 TG&P	5	N/A

III	CUSTOM PROCESSING (SAWING, SHEARING, BURNING, FORMING, PUNCHING, BENDING, FLAME CUTTING, ETC)	<u>Bidder's Remarks:</u> <i>Included in Pricing.</i>
	% ADDED FOR WASTAGE	<i>φ</i> %
	HOURLY RATE FOR LABOR CHARGES	<u>N/A</u> Hrly
IV	MISCELLANEOUS CHARGES	
	FUEL CHARGE State how this is charged, i.e. per delivery or per invoice.	<u>Bidder's Remarks:</u> <i>Included in Pricing.</i>
	HANDLING CHARGE State how this is charged, i.e. per delivery or per invoice.	<u>Bidder's Remarks:</u> <i>Included in Pricing.</i>
	FREIGHT CHARGE (ON NON- STOCKED SPECIAL ORDER ITEMS ONLY) State how this is charged	<u>Bidder's Remarks:</u> <i>Included in Pricing.</i>

All freight expenses on stocked inventory items shall be the responsibility of the winning vendor.

The City of Spokane agrees to pay freight expenses on non-stocked special order items.



Haskins Steel Inc. is a metal service center that was established in 1955. We stock structural items including flat bar, rebar, angle, channel, round tubing, pipe, square tubing etc. We also supply a wide range of carbon, stainless and aluminum sheet, plate and expanded metal. Our fabrication abilities include saw cutting, laser cutting, plasma cutting, shearing and forming. Our lead-times are usually same day or next day with stock items.



STATE OF WASHINGTON

BUSINESS LICENSE

Profit Corporation

AMERICAN METALS CORPORATION
3613 E MAIN AVE
SPOKANE WA 99202-4732

TAX REGISTRATION - ACTIVE

CITY/COUNTY ENDORSEMENTS:
SPOKANE GENERAL BUSINESS - ACTIVE

Issue Date: Dec 27, 2024

Unified Business ID #: 602887837

Business ID #: 001

Location: 0003

Expires: Dec 31, 2025

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

Director, Department of Revenue

UBI: 602887837 001 0003

AMERICAN METALS CORPORATION
3613 E MAIN AVE
SPOKANE WA 99202-4732

FOLD HERE

TAX REGISTRATION - ACTIVE
SPOKANE GENERAL BUSINESS - ACTIVE

FOLD HERE

STATE OF WASHINGTON



Expires: Dec 31, 2025

Director, Department of Revenue

IMPORTANT!

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY BEFORE POSTING THIS LICENSE

General Information

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

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

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

Telephone: 360-705-6741

Endorsements

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

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

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

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

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 01/27/2025**Committee Agenda type:** Consent**Council Meeting Date:** 02/24/2025

		Date Rec'd	1/21/2025
		Clerk's File #	OPR 2024-0277
		Cross Ref #	
		Project #	
Submitting Dept	INFORMATION TECHNOLOGY	Bid #	
Contact Name/Phone	CYLAS 6494	Requisition #	VALUE BLANKET
Contact E-Mail	CENGELEND@SPOKANE CITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	PDILLON MCATHCART		
Sponsoring at Administrators Request	NO		
Lease? NO	Grant Related? NO	Public Works? NO	
Agenda Item Name	5300 COMPUNET VALUE BLANKET EXTENSION (2025-2026)		

Agenda Wording

Extension of the current Value Blanket with Compunet (Grangeville, Idaho) through September 30, 2026 for Cisco network and other equipment replacement and continued operational support including license subscriptions to meet contractual obligations. Requesting an additional \$3,400,000 plus tax to cover current and anticipated purchases. All purchases will utilize WA State contract# 05819 that includes pricing advantages for government entities.

Summary (Background)

The funds for these investments have been set aside in our current IT budget. This request simply allows IT to proceed with the planned purchases from the vendor, using the funds allocated for specific projects.

What impacts would the proposal have on historically excluded communities?

Not applicable – Value Blanket

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 – Value Blanket

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

Not applicable – Value Blanket

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 with Compunet.

Council Subcommittee Review

N/A

Fiscal Impact	
Approved in Current Year Budget? YES	
Total Cost	\$ \$4,650,000
Current Year Cost	\$ \$2,000,000
Subsequent Year(s) Cost	\$ \$1,400,000
<u>Narrative</u>	
N/A	
Amount	
Budget Account	
Expense	\$ \$4,650,000
Select	# Various
Select	#
Select	#
Select	#
Select	#
Select	#
Funding Source N/A	
Funding Source Type Select	
Is this funding source sustainable for future years, months, etc?	
Expense Occurrence	N/A
Other budget impacts (revenue generating, match requirements, etc.)	
Approvals	
Additional Approvals	
Dept Head	MARTINEZ, LAZ
PURCHASING	NECHANICKY, JASON
Division Director	
Accounting Manager	BAIRD, CHRISTI
Legal	HARRINGTON,
For the Mayor	PICCOLO, MIKE
Distribution List	
	Accounting - ywang@spokanecity.org
Contract Accounting - ddaniels@spokanecity.org	Legal - mharrington@spokanecity.org
Purchasing - cwahl@spokanecity.org	IT - itadmin@spokanecity.org
Tax & Licenses	Peggy Lund - klund@spokanecity.org



< 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.	

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