

**PUBLIC SAFETY & COMMUNITY HEALTH COMMITTEE MEETING**  
**AGENDA FOR MONDAY, JUNE 7, 2021**  
**1:15 p.m. – Streaming Live Online & Airing on City Cable 5**

The Spokane City Council's Public Safety & Community Health Committee meeting will be held at **1:15 p.m. on June 7, 2021** – Streaming Live Online & Airing on City Cable 5. Council members and presenters will be attending virtually, and the meeting will be streamed live at <https://my.spokanecity.org/citycable5/live> and will also air on City Cable 5.

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 physical meeting will not be open to the public and no public testimony will be taken. Discussion will be limited to appropriate officials, presenters, and staff. The public is encouraged to tune in live at the address above, or by calling 1-408-418-9388 and entering the access code #146 213 7305; meeting password 0320.

**AGENDA**

- I. Call to Order at 1:15 p.m.**
- II. Approval of Minutes**
  - [May 3, 2021 PSCHC Meeting](#)
- III. Reports/Updates – Briefing Papers Only, No Discussion**
  1. [OPO Monthly Update – April 2021](#)
  2. [Photo Red Update \(SPD\)](#)
  3. [June Strategic Initiatives Report \(SPD\)](#)
- IV. Consent Agenda – Briefing Papers Only, No Discussion**
  1. [Interagency Agreement between SPD and WTSC for DRE Program \(SPD\)](#)
  2. [Contract for Repair of Police Firing Range \(SPD\)](#)
  3. [SBO for WA Auto Theft Prevention Grant Award FY2021-2023 \(SPD\)](#)
  4. [Grant Application Approval for FY21-22 Sexual Assault Kit Initiative Grant Program with Washington Association of Sheriffs and Police Chiefs \(SPD\)](#)
  5. [Garment/Linen Rental and Laundry Contract Renewal \(Purchasing\)](#)
  6. [Interlocal Agreement for Relicensing Program \(Legal\)](#)
  7. [Renewal of Contractor for Claims Management Services \(Legal\)](#)
  8. [Storm Debris Disposal Contract Amendment \(Streets\)](#)
  9. [Accela Annual Support and Upgrades \(IT\)](#)
  10. [Mitchell Humphrey & Co. Annual Support and Upgrades \(IT\)](#)
  11. [Meter Reading Support Services Contract Renewal \(Public Works\)](#)
  12. [Residential Microseal Overlay \(Streets\)](#)
  13. [Hoffman Well Upgrade \(Public Works\)](#)

**V. Strategic Plan Session – Safe & Healthy**

- Strategic Priority: Integrated 911/Dispatch
  - NONE
- Strategic Priority: Integrated Response
  - NONE
- Strategic Priority: Criminal Justice Reform
  - Sgt. Spiering K-9 Update (5 minutes)
- Strategic Priority: City-Wide Clean & Safe
  - NONE

**VI. Discussion Items**

**1. Staff Requests**

- [Airway Heights Amended Water Supply Agreement and Emergency Water Service Agreement Council Requests – Marlene Feist \(10 minutes\)](#)
- SBO for ARPA Administrative Support – Tonya Wallace (5 minutes)
- [Homelessness and Shelter Update – CA Perkins & Cupid Alexander \(10 minutes\)](#)
- Wildland Fire Preparation Update – Chief Schaeffer (10 minutes)
- [Public Safety Capital Investment Plan Overview – CA Perkins, Chief Meidl, & Chief Schaeffer \(10 minutes\)](#)
- Police Capital Budget for Vehicles – CA Perkins & Chief Meidl (5 minutes)

**2. Council Requests**

- [Behavioral Health Unit-Grant Application-2021-2022 – CM Cathcart \(5 minutes\)](#)
- Discussion about Moving Applicable 911 Calls to Mobile Response Team at Frontier Behavioral Health – CM Kinnear, CP Beggs, and Jan Tokumoto (15 minutes)
- Discussion about Possibility of Using FEMA Reimbursement to Purchase Vacant or Underused Motels/Hotels to House Citizens Experiencing Homelessness – CM Kinnear (10 minutes)

**VII. State Legislative Update (as needed)**

**VIII. Adjournment**

**Next Committee meeting will be held on July 12, 2021**

# **Public Safety & Community Health Committee**

## ***Meeting Minutes – May 3, 2021***

Call to Order: 1:19 PM

---

### **Attendance:**

**PSCHC Members Present:** CM Kinnear; CP Beggs; CM Stratton; CM Cathcart; CM Mumm; CM Wilkerson, and CM Burke.

**Staff/Others Present:** Mike Ormsby, Chief Craig Meidl, Justin Lundgren, Eric Olsen, Michael McNab, Meghann Steinolfson, Chief Brian Schaeffer, Jay Atwood, Patrick Striker, Sandi McIntyre, Paul Ingiosi, Shauna Harshman, David Paine, Erik Poulsen, Giacobbe Byrd, and Hannahlee Allers.

---

**Approval of March 29, 2021 minutes:** Motion to approve by CM Wilkerson; M/S by CM Cathcart. The committee approved the minutes from the March 29, 2021 PSCHC meeting unanimously.

---

### **CONSENT AGENDA ITEMS**

---

#### **Monthly Reports:**

1. OPO Monthly Update – March 2021
2. Photo Red Update (SPD)
3. May Strategic Initiatives Report (SPD)
4. 1st Quarter Asset Forfeiture Report (SPD)

#### **Consent Agenda Portion:**

1. Contract Renewal for Administration of False Alarm Program (SPD)
2. Contract with Environmental Control of Spokane to Perform Janitorial Services (SFD)
3. Consultant agreement with Cortner Architectural Company and SBO for A&E services for the Combined Communications Building (CCB) (SFD)
4. 2021 Arterial Chip Seal – Economic Recovery (Public Works)

---

### **STRATEGIC PLANNING SESSION**

---

#### **Strategic Priority: Integrated 911/Dispatch**

NONE

#### **Strategic Priority: Integrated Response**

NONE

#### **Strategic Priority: Criminal Justice Reform**

##### **Sgt. Spiering Update (5 minutes)**

Sgt. Spiering was at a statewide conference and was unable to attend this meeting.

## **Strategic Priority: City-Wide Clean & Safe**

NONE

---

### **DISCUSSION ITEMS**

---

#### **Staff Requests:**

##### **Discussion about Lieutenants & Captains Tentative Agreement (TA) –Meghann Steinolfson (5 minutes)**

Meghann Steinolfson explained that the previous labor agreement expired in 2016. She said that this TA builds off the recently approved Police Guild contract and that the negotiations for this TA, which began in 2018 were paused pending the progress of the Police Guild negotiations. Ms. Steinolfson gave Council an overview of the negotiations that resulted in this TA, which covers the years 2017-2021. The total cost of compensation in this TA is 2.9%. The wages reflect those negotiated with the Police Guild. Ms. Steinolfson reviewed the total cost of the contract, which is estimated to be \$992,000 – most of which is comprised of retroactive backpay. Ms. Steinolfson reviewed the independent oversight authority adopted in the contract. She mentioned that the Lieutenants & Captains Association agreed with all the additions negotiated by the Police Guild for their contract. Ms. Steinolfson reviewed the agreement on the Director of Police Business Services position. The Director will assume supervisory responsibilities of Police Records and the SPD Property Facility. The Director will assume those supervisory responsibilities upon contract ratification.

##### **FireComm Staffing Update – Chief Schaeffer (10 minutes)**

Chief Schaeffer reviewed the request for additional staffing to become self-sustaining and ensure a safe environment for Communication Specialists, Firefighters, and the Public. Chief Schaeffer noted that public safety needs to be a regional solution in order to be fully sustainable. CM Kinnear said that Chief Schaeffer's comment sounded editorial. CM Cathcart noted that in the document that was sent out it looked like there are six positions. Chief Schaeffer said that there are three firefighters who will return to operations, which will result in the need for three new positions to move into the unit. Chief Schaeffer said in all the unit will be 14 FTE total. CM Kinnear reminded everyone that it has been a long, complicated, and painful process to get to this point. CM Mumm thanked the Council for their work to get to this point and supported the high standard we have with Local 29 and the dispatch system.

#### **Council Requests:**

##### **C.O.P.S Proposal for Community Safety Positions – Patrick Striker & Lori Kinnear (10 minutes)**

Patrick Striker and Sandi McIntyre talked about the need for additional C.O.P.S positions meant to increase his team's effectiveness and responsiveness. Mr. Striker talked about the importance of focusing on crime prevention. Mr. Striker highlighted the cost savings related to crime prevention. Mr. Striker talked about the Graffiti Cleanup position and the importance of keeping visual blight out of our neighborhoods. Mr. Striker talked about the importance of Crime Prevention Through Environmental Design (CPTED). He mentioned that it is one of the most critical and effective methods for deterring the

risk of crime. He talked about the need for a CPTED Coordinator position. Mr. Striker gave an overview of the Victim Advocate positions and the need for additional staffing in this area. CM Cathcart said he likes the idea of these positions and asked if there would be a need to bargain with the Guild to add them. Mr. Striker said he did not think so. CM Cathcart asked if Mr. Striker would supervise these positions. Mr. Striker confirmed that he would. CM Stratton encouraged Council Members to visit the C.O.P.S if they haven't already. CM Kinnear thanked Mr. Striker for the presentation.

#### **AMR Contract Discussion – Chief Schaeffer & CP Beggs (10 minutes)**

Council President Beggs said that he was hoping to hear more about the proposed contract from Chief Schaeffer. Chief Schaeffer gave a high-level overview and said that his team provided a look across the spectrum for comparables in similar-sized locations.

#### **Proposed Ordinance Implementing Sign Fees for Graffiti & Visual Blight Abatement – Brian McClatchey & CM Kinnear (5 minutes)**

Giacobbe Byrd presented on this proposed ordinance and said that it would do two things. First, it would adjust the sign permit fee section of the Building Code to impose an annual fee (\$250) for large billboards and off-premises signs. And second, it would establish a city fund to which those fees would be directed. Mr. Byrd said Council would disburse these funds through an annual grant process, with funding prioritized for the East Central, West Central, and Hillyard neighborhoods. He said that Shae Blackwell (Council Member Cathcart's Legislative Assistant) suggested adding Peaceful Valley to the list of prioritized neighborhoods as well. Mr. Byrd said the money in this fund would be awarded solely for graffiti clean-up and abatement, removal of unauthorized signs posted in the public right of way or on public property, and remediation of visual blight conditions like graffiti, unauthorized stickers, and posters placed on public property. CM Wilkerson asked where the money to do this work currently comes from. CM Kinnear said that the City pays for it unless it is on private property then the property owner is responsible. CM Cathcart asked if there is a direct nexus between the poll signs and graffiti and asked if we get any restitution from those caught. CM Kinnear said that it is fairly difficult to catch those who are tagging. Chief Meidl concurred that taggers are rarely caught. CP Beggs said yes, those who are caught would be required to provide restitution of some kind.

#### **SBO for Fleet Replacement Funds – CM Burke (5 minutes)**

CM Burke asked to have a discussion with Council Members on whether there is interest in police reform legislation at the local level before approving additional funding for SPD. Council President Beggs said that he would be happy to talk about where the City is at in that discussion process with both the administration and community. David Paine pointed out that this fleet replacement funding is what would be used to upgrade the recent SPD Tesla purchases.

#### **Discussion about Recruitment Underway for Civil Rights Position – CM Kinnear & CP Beggs (5 minutes)**

CM Kinnear said that Council has funded this position for the last three years and now we are finally seeing some headway. CP Beggs and CM Kinnear thanked the Mayor and her HR team for working hard to get this position filled. CP Beggs also thanked Cupid Alexander for pursuing having this position filled

first as a project employee while this position gets up and running. CM Cathcart said that in the job description language about regulating short sales jumped out to him. CP Beggs said he wasn't sure about this particular language and would defer to Mr. Alexander on that.

CM Kinnear asked Chief Meidl about the operating hours and accessibility of the downtown precinct, as she had trouble accessing it this morning. Chief Meidl said he would follow-up.

### **State Legislative Update:**

#### **Update on State Legislation Related to Policing – CP Beggs (5 minutes)**

CP Beggs updated Council on the state legislation surrounding policing. He highlighted legislation that put limitations on tear gas, no-knock warrants, investigations of serious use of force incidents, changes in arbitration rules, and other items. He said that there was particular emphasis on de-escalation in the eight or so bills that passed. CP Beggs said that Mary Muramatsu has agreed to come back and give a more detailed report on the specific legislation. CM Stratton asked if the entire City Council will be invited to the community conversation led by the Mayor. CP Beggs said the initial group is a small group but once that group has their conversation, it will be expanded to others in the community. CM Stratton asked if there are Council Members on the smaller group. CP Beggs said that it is just him. CM Kinnear said her ask is that any Council Member who would like to attend be able to do so. CM Burke reminded her colleagues that Council is the legislative body and said that she believes Council is best suited to lead these conversations. CP Beggs said the existing conversation, as conceived, is less about policy and more about deep listening. CM Wilkerson noted that there is nothing keeping Council from holding its own community conversation.

---

### **ADMINISTRATION REQUESTS:**

NONE

---

**Action Items:** NONE

**Executive Session:** NONE

**Adjournment:** CM Kinnear adjourned the meeting at 2:17PM. The next PSCHC meeting will be held Monday, June 7, 2021.

**Attachments/Briefing Papers:** Contract Renewal for Administration of False Alarm Program (SPD); Contract with Environmental Control of Spokane to Perform Janitorial Services (SFD); Consultant agreement with Cortner Architectural Company and SBO for A&E services for the Combined Communications Building (CCB) (SFD); 2021 Arterial Chip Seal – Economic Recovery (Public Works); Discussion about Lieutenants & Captains Tentative Agreement (HR); C.O.P.S Proposal for Community Safety Positions (COPS); Proposed AMR Contract (SFD); SBO for Fleet Replacement Funds (SPD); and Civil Rights Position Posting.

---

**Respectfully submitted by:**

Giacobbe Byrd, Legislative Aide to Council Member Lori Kinnear (PSCHC Chair)

---

**Committee Chair Approval**

**Lori Kinnear**

**Spokane City Council – District 2**



# Office of the Police Ombudsman

## Public Safety & Community Health Committee Report

Reporting Period: April 1-30, 2021

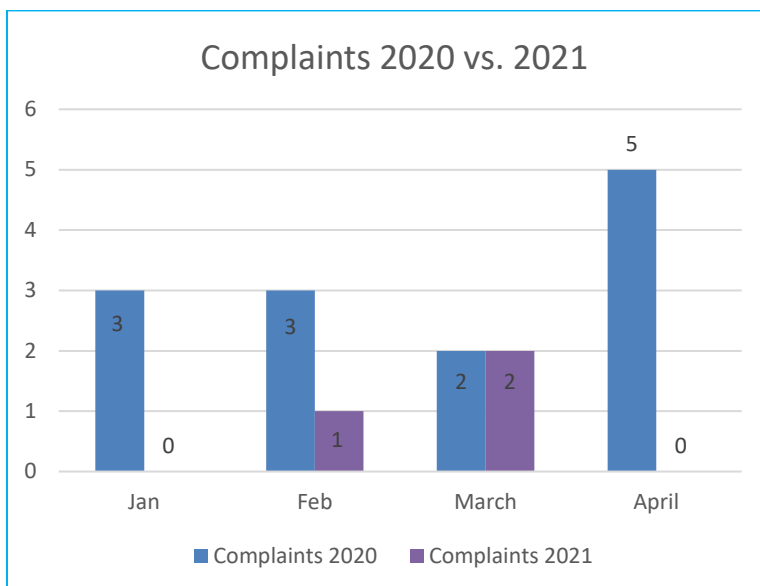
### Monthly Highlights

- Meetings with Chief Meidl
  - Discussions regarding the Guild Grievance regarding the May 31<sup>st</sup> protest review and a way to move forward
  - Establishing a monthly meeting to replace the quarterly meeting
  - Mediation Requested for C21-017
- Closing Reports
  - Data Collection and Review
  - Created timeline for report submission
- Deputy Ombudsman Training
  - Interviews
  - Case Review
- Human Resources
  - Ombudsman and Deputy Ombudsman Job Descriptions

### Referrals:

In April, the OPO received 2 referrals which were sent to the SPD IA Department.

- **IR 21-24:** A community member believes that they came into contact with a known arsonist.
- **IR 21-25:** A community member believes that they are not getting assistance from SPD when needed.

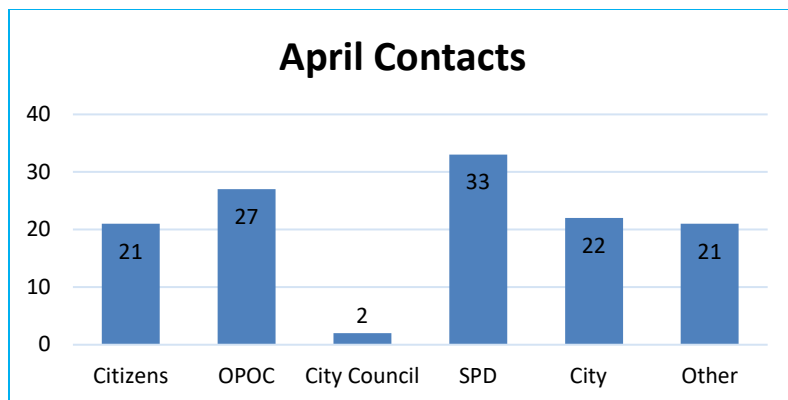


#### YTD Complaint Comparison

The OPO saw a decrease in complaints in April 2021 (0) as compared to April 2020 (5).

Overall complaints are down YTD (3) compared to 2020 (13).

The OPO has received 25 referrals in 2021



#### Contacts/Oversight

- 126 total contacts
- 2 community member interviews were conducted
- 2 IA Interviews Were attended

## Oversight Activities

### Highlights:

- The OPO attended 1 Deadly Force Review Board during the month of April
- The OPO was notified of a Critical Incident that took place on April 17<sup>th</sup> in the vicinity of 500 S Cannon – Officer involved shooting

#### Case Work

- 4 cases certified

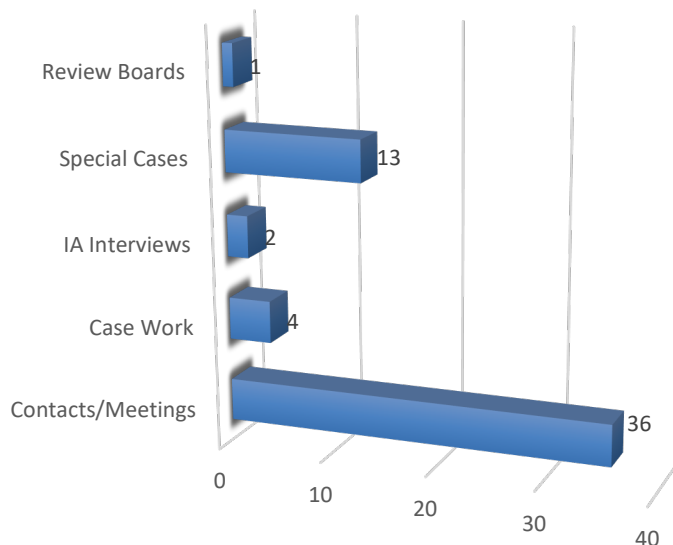
#### Special Cases

- Use of Force – 3
- K9 - 3
- Collision – 7
- Pursuit – 0

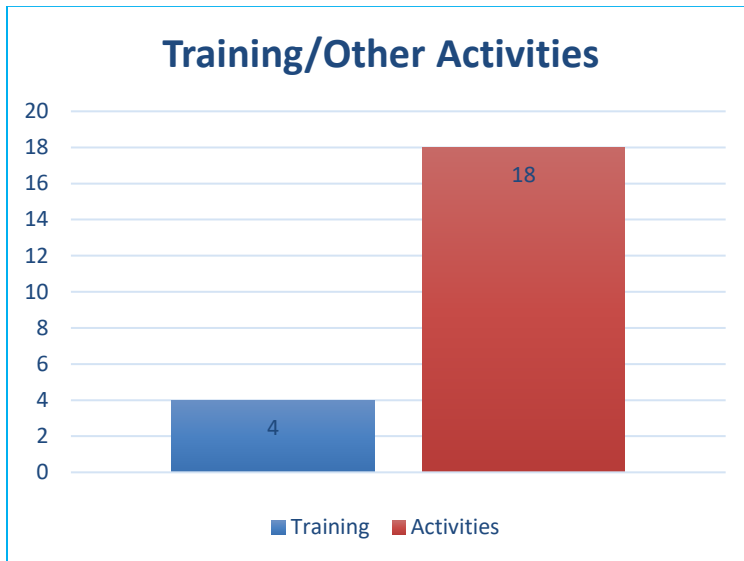
#### Critical Incident (2 YTD)

- OIS: Ash & Queen
  - 1/5/2021
- OIS: 500 S Cannon
  - 4/17/2021

### April SPD Engagement



## Training/Other Activities



### Training

#### **NACOLE Webinar:**

- Police Response to Protests

#### **IACP Webinar:**

- Law Officer Section, Virtual Spring Training

#### **Internal Training:**

- Case Review
- Officer Interviews

## Highlights:

- Mediation Requested for C21-017
- Oversight – OPOC monthly meeting, NACOLE Use of Force Working Group, NACOLE Strategic Planning Committee, NACOLE Peer to Peer Subcommittee, Task force 2.0 Policing and Alternatives to Policing subcommittee
- Other Community Meetings – Leadership Spokane Executive Board meeting, Leadership 2021 meeting, Jonah Project Meeting, Leadership Spokane Social Committee meeting

## Upcoming

- The OPO is working on multiple closing reports utilizing the new format specified in the CBA
- OPO review of the May 31<sup>st</sup> SPD protest response on hold pending City action on the Guild Grievance

Office of the Police Ombudsman Commission Meeting:

Held virtually, the 3rd Tuesday of every month at 5:30pm

Agendas and meeting recordings can be found at:

<https://my.spokanecity.org/bcc/commissions/ombudsman-commission/>

## Briefing Paper (Committee Name)

<b>Division &amp; Department:</b>	Police Department / Traffic Unit
<b>Subject:</b>	Photo Red / Speed
<b>Date:</b>	May 11th, 2021
<b>Contact (email &amp; phone):</b>	Jim Christensen 509-822-8151
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Public Safety
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	

Background/History: Report for Public Safety meeting June 7th, 2021.

Statistic for Photo Red for the time frame of **April 1st 2021, thru April 30th, 2021.**

There were 2167 violations on the photo red system from April 1st, 2021 thru April 30th, 2021. During the same time frame in 2020 there were 1105 violations, which is an increase of 1062 violations. Traffic Volumes were down last year due to the stay at home orders issued in March/2020.

Statistic for Photo Speed for the time frame of April 1st, 2021, thru April 30th, 2021.

There were 1655 violations on the photo speed system from April 1st, 2021 thru April 30th, 2021. During the same time frame in 2020 there were 0 violations, which is an increase of 1655 violations. The increase is due to schools closing last March 16th, for COVID 19 and not reopening until 10/07/2020.

Executive Summary: Photo RED

**April 1st, 2021, thru April 30th, 2021**

- Browne and Sprague was the highest with 320 violations.
- Freya and Third was the second highest with 311 violations.
- Division and Sprague was the third highest with 271 violations.
- Mission and Hamilton was the fourth highest with 232 violations.

Executive Summary: Photo SPEED

April 1<sup>st</sup>, 2021, thru April 30<sup>th</sup>, 2021

- SB Nevada St @ Longfellow Elementary was the highest with 635 violations.
- SB Monroe St @ Willard ELEMENTAR was the second highest with 398 violations.
- EB W Northwest BLVD @ Finch Elementary was the third highest with 280 violations.
- SB Ash St @ Ridgeview Elementary was the fourth highest with 218 violations.

Budget Impact:

Approved in current year budget? ☐ Yes ☐ No ☐ N/A

Annual/Reoccurring expenditure? ☐ Yes ☐ No ☐ N/A

If new, specify funding source:

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

Operations Impact:

Consistent with current operations/policy? ☐ Yes ☐ No ☐ N/A

Requires change in current operations/policy? ☐ Yes ☐ No ☐ N/A

Specify changes required:

Known challenges/barriers:



**SPOKANE POLICE DEPARTMENT**  
**CHIEF OF POLICE**  
**CRAIG N. MEIDL**

---

**Strategic Initiatives**  
**June 2021 Report**



**Public Safety and Community Health Committee Briefing**  
**June 7, 2021**



## Selected Excerpts of Officer Commendations

At a time when most police departments are under a microscope and the behavior of each officer scrutinized for anything less than perfect, it is easy to overlook the good events that never hit the media and remain unknown. For example, this year a large man in his thirties began stepping into traffic. The man was in the midst of a mental crisis, distraught, disorientated, and at risk. He had been walking for most of that Saturday. He was dehydrated and hadn't eaten all day. He was not violent, but very much afraid, and consequently resistant to help from the officers who arrived on the scene. In his state of confusion, communication with the man was difficult. He knew he needed help, wanted to go to a hospital...then didn't want that and resisted any advice of the officers. Prudently, the officers were forced to take the man to the ground—the six foot three man who weighed 280 pounds. Later, it took the combined effort of three officers and several firefighters to place the man on an ambulance gurney. He was admitted to Sacred Heart, and subsequently received treatment for his illness. This could be the story of any street person, but it wasn't. It was a crisis in the life of my son. It could have ended in a very tragic night for my family. But it didn't. Thanks to the wisdom and timely intervention of **Officer Schott-1352** and **Officer Guzzo-1244**, a man received what he didn't want, but desperately needed. Force was required. But it was force that saved a man's life, and amazingly— with no stitches, bruises, or sprains. Unfortunately, my son remembers little of that evening. However, on behalf of my family, please convey our deep thanks to the officers involved. It was a perfect event from my standpoint, a reflection of the department and the officers who responded.

I was involved in a traffic incident yesterday morning, I failed to yield the right of way and hit a nice young lady, her car was stuck in the middle of the road and we called 911 for assistance. **Officer Dean Draper** arrived, contacted a tow company, collected our information, gave me a citation and helped calm or comfort the young lady I hit. I just want to say that I was very impressed with Mr. Draper, first of all, with his willingness to help, his professionalism and how he presented himself. Other officers arrived and were also very professional and friendly. In this strange world we are living in I need to provide this feedback to you. It's important because I feel Law Enforcement is being labeled and treated unfairly, and when citizens like myself get to see firsthand the benefits of having people like Dean there to help in the event of an emergency, it really makes me feel fortunate and confident that our community is in good hands. He is a professional and a great representation of your department.

A shout out to **Officer Ron Voeller**, again. He is consistently amazing and effective with our clients and all collaterals involved. He is a huge asset on every assignment I have been lucky enough to have him on. I cannot say enough positive things about his skills and compassion demonstrated every time.

**Officer Brandon Roy** responded to the residential burglary of my home. I was very impressed with his professional demeanor. He was genuinely friendly and courteous. He was precise in gathering all the facts about the incident. I felt that Officer Roy was sincerely concerned about my loss of the items taken. After finishing his report information, he was thoughtful enough to take the time to walk through some excellent ways I might prevent this kind of theft from reoccurring. Officer Brandon Roy is a fine tribute to your force and an excellent reflection of the Spokane Police Department!



## Internal Affairs Unit Update

### January 1 through April 30, 2021 Commendations and Complaints

Commendations Received:    **Total: 47**

Complaints Received:        **Total: 19 (13 from community)**

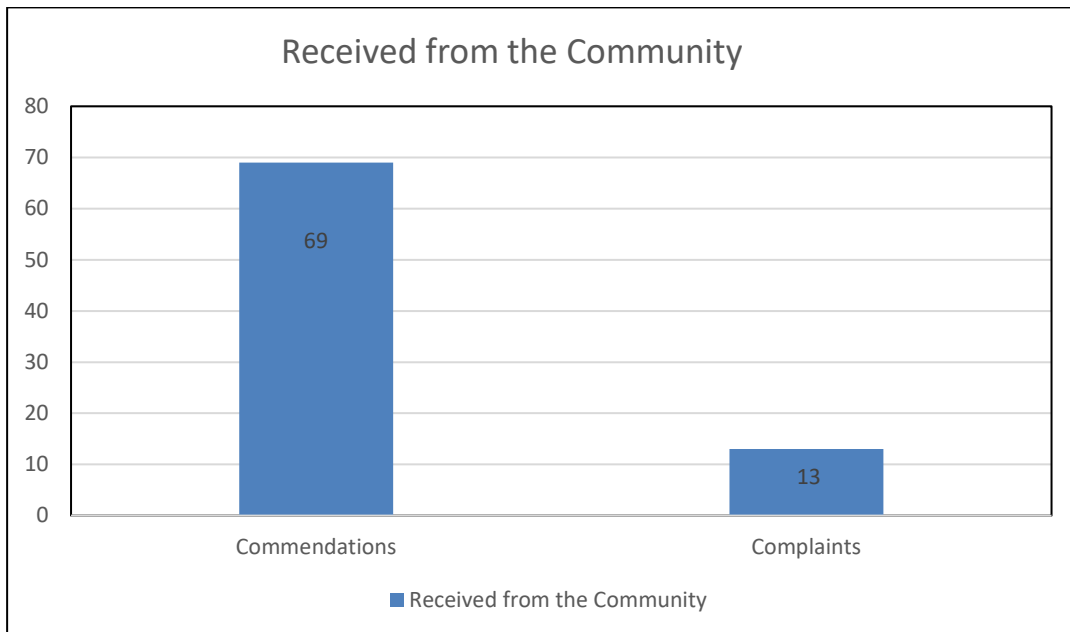
**Closed Out as Inquiries: 1 (As of April 30, 2021)**

*An inquiry is an initial complaint about employee conduct which, even if true, would not qualify as a personnel complaint and may be handled informally by a department supervisor and shall not be considered complaints.*

### Source of Complaints—January 1 through April 30, 2021

Received by the Office of Police Ombudsman	<b>Total: 1</b>
Received by the Spokane Police Department	<b>Total: 18</b>
Internally Generated by the SPD	<b>Total: 6</b>
Generated by the Community	<b>Total: 13</b>

As of April 30, the department has received 84% more commendations from the community than complaints.



## **Use of Force Update**

### **2021 Non-Deadly Reportable Use of Force Incidents**

From January 1-April 30, 2021, there were 19 non-deadly use of force incidents- 2 K9 contacts and 17 other (e.g., TASER).

### **2021 Deadly Force Incidents (Officer-Involved Shootings)**

From January 1-April 30, 2021, there were two deadly force incidents.

#### **Incident 2021-20002320 (Under Investigation)**

Incident 2021-20002320 took place on January 5, 2021 in the area of 5100 N Ash. The Spokane Independent Investigative Response (SIIR) is conducting the criminal investigation.

#### **Incident 2021-20059960 (Under Investigation)**

Incident 2021-20059960 took place on 2021, in the area of 500 S Cannon. The Spokane Independent Investigative Response (SIIR) is conducting the criminal investigation.

### **2020 Deadly Force Incidents (Officer-Involved Shootings)**

From January 1-December 31, 2020, there were three deadly force incidents.

#### **Incident 2020-20136616 (pending review by Chief Meidl)**

Incident 2020-20136616 took place on August 7, 2020 in the area of Courtland/Crestline. The criminal investigation is by the Spokane Independent Investigative Response (SIIR) team is complete. The Prosecutor ruled the use of deadly force justified. The SPD administrative investigation is complete. Chief Meidl is reviewing the administrative investigation.

#### **Incident 2020-20160038 (Under Investigation)**

Incident 2020-20160038 took place on September 11, 2020 in the 6300 block of East Broadway. The criminal investigation is being conducted by the Spokane Independent Investigative Response (SIIR).

#### **Incident 2020-20168741 (Under Administrative Investigation)**

Incident 2020-20168741 took place on September 24, 2020 in the 9000 block of Highway 2. The criminal investigation by the Spokane Independent Investigative Response (SIIR) is complete. SPD is conducting an administrative investigation.

### **2019 Officer-Involved Shooting Incidents Update (through December 31, 2020)**

These incidents took place in 2019 but are still pending the Deadly Force Review Board- delayed by COVID-19 protocols.

**Incident 2019-20124831 (Pending Deadly Force Review Board- delayed by COVID-19 protocols)**

Incident 2019-20124831 occurred on July 6, 2019, in the 1400 block of West 9<sup>th</sup>. The Spokane Independent Investigative Response (SIIR) team criminal investigation is complete. The County Prosecutor ruled the use of deadly force as justified. Internal Affairs completed the administrative investigation. The case will be reviewed by a Deadly Force Review Board in June 2021.

**Incident 2019-20201879 (Pending Deadly Force Review Board- delayed by COVID-19 protocols)**

Incident 2019-20201879 occurred on October 23, 2019, in the 3400 block of East Garnet. The Spokane Independent Investigative Response (SIIR) team criminal investigation is complete. The County Prosecutor ruled the use of deadly force as justified. Internal Affairs completed the administrative investigation. The case will be reviewed by a Deadly Force Review Board.

### Items of Interest

#### Behavioral Health Unit

The Spokane Regional Behavioral Health Unit (BHU) is comprised of Spokane Police Officers, Spokane County Sheriff's Office/Spokane Valley Deputies, and Frontier Behavioral Health Mental Health Professionals.

#### Statistics for the month of March 2021

- BHU responded to 157 BHU calls for service, 34 suicidal calls, and 99 welfare calls for service.
- BHU contacted 52 individuals for follow-up.
- 0.8 % of contacts resulted in an arrest.
- No use of force was used beyond handcuffing.
- 23% of calls resulted in Involuntary Detentions.
- 44% of calls resulted in a referral for other services.
- BHU responded to a total of 554 calls for service, allowing other patrol units to take other calls.

#### Anecdotal Story of Success

Patrol responded to a male diagnosed with bipolar disorder who had called 911 stating he was suicidal and armed with multiple firearms. He also stated he would kill anyone who tried to stop him. Patrol and BHU utilized family members to de-escalate the situation and get the male outside of his residence and unarmed. The male's behavior was erratic, and he broke out of four-point restraints while in the ambulance, causing officers to hold him down. The male was transported to the hospital and released within 24 hours. Within a couple of days, 911 received multiple calls for service from the male stating he was suicidal with a gun; these reports were proven to be false. The male was on DOC Supervision for assaulting health care workers and mental health staff. He had recently been released from prison with limited conditions of release.

BHU officers were notified of this male. Within 36 hours, the male called in stating he had overdosed on pills. BHU officers staged in the area and were able to coordinate with family again. It was apparent the male was playing possum, trying to lure officers close to him, so he could run them over with his car. He was quickly angered and sped away stating he would drive himself to the hospital when officers did not



take the bait. He drove past officers while leaving the area and did not stop. He later showed up at a local ER where officers responded and detained him. The male was transported to a psych triage facility nearby. At the facility, he threatened to kill staff and law enforcement. He said, "The only good cop is a dead one." The male is very large in stature and very muscular from his time in prison. His physical stature and demeanor made him a very viable threat. While under evaluation and treatment, the male made a shank out of a spoon and stated he wanted to kill the BHU Sergeant. He planned to stab the BHU Sergeant in the neck. This forced law enforcement to respond to him again. He was transported back up to the hospital. He spent 14 days in isolation and was very verbally aggressive towards staff. He routinely would threaten staff and law enforcement. It was apparent that he was off his medication and was not in control of his behavior.

The BHU coordinated with family members to help convince the male to take his medication. Medicated, he was not as dangerous to deal with on a day-to-day basis. His father agreed to take over as a power of attorney for him and agreed to ensure he would stay medicated. After nearly 20 days in the hospital, he was released into the care of his family. The father was very supportive of coordinating efforts with the BHU to prevent this type of behavior from happening in the future. There was no force used on the male. The BHU had multiple meetings with hospital staff, doctors, and family members to assist in getting this male medicated. All parties agreed he is a very dangerous person off his medication. Since this coordinated effort, there have been no calls for service involving this individual.

BHU Officer Ron Voeller was recognized as the 2020 Employee of the Year in April 2021



Ron Voeller has been a patrol officer with the Spokane Police Department for nearly 20 years. He works hard, strives to do his best and is extremely reliable. Officer Voeller consistently strives to represent the department in the best light possible by representing the values of integrity, professionalism, and compassion. His presence is very calming to those in crisis.

After nearly 20 years of working patrol, Officer Voeller applied for a position with the Regional Behavioral Health Unit. As a member of the unit, he exemplifies what it means to be professional and show compassion to those in crisis. Officer Voeller treats everyone he comes in contact with an enormous amount of respect earning him a great amount of respect. His co-deployed clinicians from Frontier Behavioral Health love working with him because he is so punctual and reliable. As with any new program, there are struggles. Officer Voeller has been an invaluable team member helping problem solve and implement procedures. He is respected by community agencies and is often requested by them because of his consistent hard work.

Officer Voeller strives to answer up for calls on the radio, assisting patrol and constantly demonstrating a contagious work ethic to young officers. While a former member of the Dignitary Protection Team, he shows great patience and guidance with both younger officers and those he contacts on the street.

### Spokane Police Academy Staff Receive Chief's Citation Award

During the third week of March 2020, the Washington State Criminal Justice Training Commission (WSCJTC) Basic Law Enforcement Academy (BLEA 804) was beginning week five of seventeen in Spokane at our Training Center. As the COVID-19 pandemic continued to rise in virulence and uncertainty, on March 17, in the interest of student and staff safety, WSCJTC Executive Director Sue Rahr ordered the immediate closure of both the Burien and Spokane BLEA campuses. 36 student recruits from multiple eastern Washington agencies went home from Spokane to await further instructions, their long-awaited and fought-for careers in law enforcement on an indefinite hold.

WSCJTC Executive Director Sue Rahr tasked her staff in Spokane with creating a way to re-open BLEA 804 with an eye to maximum possible safety in light of what scientists began discovering about COVID-19. At the time, COVID-19 medical knowledge was a moving target. The effectiveness of various types of facemasks was uncertain, what disinfectants might be effective to help stop the virus' spread were unknown, and the phrase and practice "social distancing" was an unheard of concept. The rules about how many people could be in one place at one time, and under what circumstances, changed on a near-daily basis. The Spokane-BLEA campus, staffing, and instructional models were never designed for these circumstances.

Working together and utilizing an "out-of-the-box" problem-solving method, the BLEA Assistant Commander, TAC Officers, Course Instructors, and ancillary staff such as Mock Scene Evaluators and Range Safety Officers, designed a "Triple-BLEA" plan: they split BLEA 804 into three groups. Each group's instruction took place in different physical locations, and classroom and skills-based courses all juggled around each other in the Triple-BLEA schedule in order to retain the instructional flow of a standard 720-hour BLEA. BLEA staff would often facilitate an instructional topic for four hours in one location in the morning, and then travel across town to teach the same topic to another group. Personnel constantly adjusted work and personal life schedules to accomplish this feat.

Over the five months from March 2020 through July 2020, the Spokane-BLEA training cadre became itinerant instructors. Courses were constantly re-scheduled, re-located, and re-worked so delivery of the entire content of a normal 720-hour BLEA in the exceptional manner to which our statewide stakeholders are accustomed. This was all done with full COVID-19 safety compliance protocols, and no students or staff became affected. Additionally, even though the full re-start of BLEA 804 was two months delayed, the class graduated all 36 students only one month after the pre-set graduation date, much to the surprise and relief of our partnering agencies.

The Training Center staff named below were integral to this enormous success in the face of the aforementioned, extraordinary challenges. Their ingenuity, dedication, and sacrifices for the greater good enabled communities across Washington State to receive their new Peace Officers back as quickly and well trained as possible despite the COVID-19 global crisis.

Sergeant David L. Adams, WSCJTC Assistant Commander, Domestic Violence Lead Instructor  
Sergeant HJ Whapeles, Spokane CSO, WSCJTC TAC Officer, Blue Courage Lead Instructor & Patrol Tactics  
Officer Daniel Strassenberg, WSCJTC TAC Officer, Patrol Tactics Lead Instructor  
Officer Cory Lyons, WSCJTC TAC Officer, Firearms Lead Instructor & Patrol Tactics  
Ms. Holly Hocking, Clerk II, Class Scheduling, Logistics, and Coursework Requirement Verification



## Precinct Highlights

### **North Precinct**

#### Collaboration with Neighborhood Residents Addressing Quality of Life Issues

- During the month of April NRO Tim Schwering had 21 abandoned vehicles towed. The vehicles were associated with 259 calls for service. From the start of the year, he has towed 90 vehicles.
- One NRO dealt with an ongoing neighborhood dispute that has lasted several years. Some neighbors were sure that another neighbor had put a listening device on AVISTA poles and AVISTA took them down. The NRO had neighbors get the pole numbers that the listening device were removed from. He contacted AVISTA with the pole numbers. They did a 90-day search for work in that area and they have not done any, to include any subcontractors. There was no credibility to the rumors.
- Several calls resulted in referrals to the Behavioral Health Unit.
- One particular nuisance house involved Domestic Violence issues and harassment of neighbors. The NRO followed up on an anti-harassment call and developed probable cause for that harassment case as well as new PC for a Domestic Violence Order of Protection Violation charge.

#### Crime Prevention Missions

Street racing on Division and reckless driving/trespassing in closed parking lots such as the old Shopko has been an ongoing summer problem. In response, SPD will be conducting several enforcement specials to curb this problem before summer hits.

### **Downtown Precinct**

#### Notable Arrests

- A Neighborhood Resource Officer, Seth Killian, was assisting with litter cleanup when he spotted a suspiciously nice bicycle among otherwise low value items. He began asking questions about who owned it and how they purchased it. After discovering the story was suspicious, he seized the bicycle. NRO Killian worked with Specialized to locate the local Spokane dealer. He eventually found the owner through an email address. The bike was stolen earlier in the day at 7-Eleven 177 S Division when the owner was on his way home after work around midnight. NRO Killian later located the suspect and arrested her for Possession of Stolen Property.
- Officers responded to a male camping behind Shalom Ministries (518 W. 3rd Ave). The male was high on meth and swinging a steak knife around in the rear parking lot. The male refused to drop the knife or comply with officer commands. The suspect was taken to jail for trespassing and for an active DOC warrant. He had numerous used open-capped needles on him.
- An officer contacted an individual in the Cedar Viaduct with an Assault warrant. The male ran. A few hours later, the officer located him again. Although he was under the influence of drugs, the officer arrested him without incident.

#### Crime Prevention Missions



The Downtown Precinct has been focusing on the Stevens-Post/Main-Sprague area, providing education and enforcement when needed. Several arrests involved suspects who had felony warrants from other jurisdictions. Precinct staff assisted the Homeless Camping POD in the cleanup at 4th/Spokane.

## South Precinct

### Collaboration with Neighborhood Residents Addressing Quality of Life Issues

- The South Precinct's three NROs received 201 referrals for neighborhood issues during the month of April, up from 137 in March 2021.
- Precinct staff participated in the Homeless Camping POD.
- Neighborhood Resource Officers have been working on a residence in the Perry District and the issues have been resolved. Four total properties were resolved in the last two months, due to the precinct's work with the owners. NROs are working on two nuisance residences on 7<sup>th</sup> Avenue in the East Central neighborhood.
- NROs are also working on two business locations, along with the Civil Enforcement Unit.

### Crime Prevention Missions

The South Precinct's new mission will be the medical district in and around Providence addressing transient camps and Part 1 crimes. Captain Arleth reports that there was a slight reduction the first two weeks of the month. With warmer weather and an increase in transients, officers actually saw an increase in crime and calls for service in the second half of the month. Patrol did an outstanding job of working on the mission/hotspot area with 62 visits and a number of stops and arrests, yet still saw an increase in problems. The South Precinct is continuing to monitor this and work this area for the safety of residents and employees of the hospitals.

### Outreach Update



#### **Police Activities League (PAL) Summer Program Registration Opens**

PAL bridges the gap between Spokane Police officers and youth in our community through fun and educational summer activities such as STEM, Basketball, Track, Baseball, Flag Football, and Soccer. Spokane Public Schools Summer Meal Program provides lunches each day. PAL is held at neighborhood parks in West Central, East Central, and Hillyard.

PAL engages participating youth in positive athletic and academic programs, including gang and drug intervention and prevention. It's a collaborative program of Spokane Police Department, Spokane Parks Department, Spokane Public Schools, and many other organizations working together to supply a myriad of resources in a central location.

Please see flyer and registration form for more information.

<https://my.spokanecity.org/police/community-outreach/>

To register, please contact [SPDCommunityOutreach@spokanepolice.org](mailto:SPDCommunityOutreach@spokanepolice.org) or contact Campus Safety Specialist Ed Richardson at 509.354.5151 or [EdR@spokaneschools.org](mailto:EdR@spokaneschools.org)

### Police Activities League (PAL) Boxing Season



The Police Activities League Boxing program is going strong! Thanks to the support of the Spokane Police Foundation and its donors, several youth, with the support of police officers, were able to participate recently. The boxers are beginning to see results from their intensive training sessions that consist of cardio and technical instruction. The commitment has been impressive and we are proud of the work these young men are putting in to improve their health and better themselves as individuals. Thank you to Spokane Boxing Gym!

The Spokane Police Foundation funds food and equipment for the PAL Boxing program. Below, a photo of Rick Welliver, Spokane Boxing Gym, PAL Youth, and SPD Officers Micah Prim, Daniel Morley, and Marvin Cunningham. Not pictured: Officer Graig Butler.



**Read more about PAL Boxing:**

<https://my.spokanecity.org/news/stories/2021/05/07/police-build-relationships-in-boxing-ring/>

**'This is a safe place': Spokane Boxing hosts weekly workouts for teens with Police Activities League**

<https://www.spokesman.com/stories/2021/may/04/this-is-a-safe-place-spokane-boxing-hosts-weekly-w/>

Officer Butler's outreach at Hamblen Preschool



#### National Drug Take Back Day

The Community Outreach Unit organized the Police Department's participation in National Drug Take Back Day and participated alongside the DEA, the US Attorney's Office, The Northeast Support Team, The West Central Wellness Partnership, and the Shadle Wellness Coalition on April 24, 2021. There were three locations and over 300 pounds of medications were collected and destroyed.

#### Leadership Spokane

On April 26, 2021, the Community Outreach Unit met with the Leadership Spokane Youth for a 3 hour class on situational awareness and the purpose of police K9's. The class included a practical demonstration.

#### First YPI at Lumen High School

In June, the Community Outreach Unit will hold their first-ever YPI session at Lumen High School.

#### SPD "Face to Face" Event with Youth

This event is in the planning stages and is meant to build bridges of understanding between youth and police. It will involve about 150 youth and will be partially in-person and also live-streamed so families can watch from home. The Church of Jesus Christ of Latter-day Saints on 1620 E. 29<sup>th</sup> is organizing it. Chief Meidl and the Community Outreach Unit will be talking about how to become a police officer, what the job is like, and what trends they are seeing in the community, etc. Youth will propose questions for the Chief; two youth moderators will run the session and the Chief and officers will have an hour or so to discuss the youth's questions.

### Goats for the Wishing Star Foundation

Chief Meidl gets "goated" by none-less-than Fire Chief Schaeffer! A little friendly competition between the city's top chiefs, all to raise money for the Wishing Star Foundation. The non-profit grants wishes for children in our region with terminal, life-threatening or medically complicated conditions. SPD and SFD are pleased to be part of the effort. SPD's community outreach team will be "goating" as well!



### Notable News

**Does Spokane really have the 3rd deadliest police force in the nation?**

**One metric suggests it does, but Spokane's police chief says more context is required.**

This story explains the per capita math skews the data, according to Spokane Police Chief Craig Meidl.

<https://www.krem.com/article/news/news-explainers/does-spokane-really-have-the-3rd-deadliest-police-force-in-the-nation/293-554bb271-7011-407d-8f52-5255d3c733af>

From the article:

*The statistic comes from a website called Mapping Police Violence. The site compiled data on people killed by police across America's 100 largest cities, between 2013 and 2020. Spokane had 17, an average of 2.125 police killings per year during that span.*

*But in order to be able to compare the 100 cities and control for population, the site did some simple math to calculate what is effectively a per-capita figure. Specifically, it extrapolated how many deaths there would be if every city had exactly a million people.*

*So the site calculated that based on the death rate, if Spokane had a million people, police would kill an average of 9.9 people per year. And that would in fact rank it third amongst those 100 cities.*

*"When you look at that, at face value, that would understandably have an emotional impact on a lot of people," said Spokane Police Chief Craig Meidl.*

*Meidl doesn't dispute the hard data used by Mapping Police Violence. But he argues the way they analyzed it doesn't tell the full story. He posted a video outlining his complaints last week.*

<https://www.facebook.com/SpokanePD/videos/314934036892537/>

*"Spokane does not have a population of one million," he said in the video. "In order to get to that one million threshold that they use, we would have to multiply the Spokane population by almost five."*

*In doing this sort of per-capita math, Meidl says the data basically gets skewed.*

*"The smaller the sample, the bigger degree of change you're going to see with even one degree of change in that sample," he said.*

*For instance, Spokane police killed one Black person over the eight-year span. But if Spokane had one million Black people, that would equate to an average of 27.9 deaths per year.*

*"And though that figure may be mathematically correct based on that algorithm of a population of one million, when you provide the context of that data, which is using one African American death in eight years, I think that gives people a different perspective," said Meidl.*

*Furthermore, by choosing the top 100 cities, Spokane gets compared to enormous cities like New York and Los Angeles, but not similar-sized cities like Boise, or much smaller cities.*

*Still, the raw data does show Spokane's police force is deadlier than those in several far larger cities.*

*Those 17 deaths over eight years are still more than in places like Boston, Miami, and Tampa, which had 13, 13 and 11 killings respectively.*

*That's why Meidl acknowledges there's still a lot of work to do, and says managing use of force remains one of his top priorities.*

*"We're constantly looking at different ways of honing how our officers are engaging," he said. "[For instance] our use of force review boards, which every month looks at every single use of force."*

### **National Use of Force Dashboard by Police Strategies, LLC**

Bob Scales of Police Strategies, LLC, provided an assessment of the Mapping Police Violence data and the MPV rankings of the most violent police departments. He took the MPV data and created a series of dashboards that present the data.

<https://public.tableau.com/profile/policestrategies#!/vizhome/MPVComparisons/MPVPoliceKillingsData>



By ranking cities by reported crime, Scales found that Spokane PD ranks 3rd in deaths per million population but 43rd in deaths per 10,000 reported crimes.

[www.policestrategies.com](http://www.policestrategies.com)

|



# Briefing Paper

## PSCH Committee Meeting June 7, 2021

<b>Division &amp; Department:</b>	Spokane Police Department
<b>Subject:</b>	WTSC – DRE Program
<b>Date:</b>	5/3/21
<b>Contact (email &amp; phone):</b>	Sgt. Teresa Fuller 835-4587
<b>City Council Sponsor:</b>	CM Kinnear
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Public Safety
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	6/30/21
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	<p><u><b>Action</b></u> Interagency agreement between SPD &amp; WTSC. The performance period runs from 7/1/2021-6/30/2023</p> <p><u><b>Funding</b></u> Projected amount to start \$5,000.00 (with advanced approval for additional funding)</p>
<b><u>Background/History:</u></b>	
<p>The Spokane Police Department has received past grant funding for the DRE Program from the Washington Traffic Safety Commission (WTSC) to provide overtime for call-out and shift extension overtime and the reimbursement requested is not for on-duty time. Also, advanced approval funding for training/travel for Certified Drug Recognition Experts (DRE) to conduct activities. The past signed/dated Memorandum of Understanding for a two-year period of performance from 7/1/2019-6/30/2021.</p>	
<b><u>Executive Summary:</u></b>	
<p>Interagency agreement between Spokane Police Department and Washington Traffic Safety Commission (WTSC) to provide grant funding for overtime and training/travel as agreed upon requirements outlined within the signed/dated Memorandum of Understanding.</p> <p>Interagency agreement between Spokane Police Department and Washington Traffic Safety Commission (WTSC) is to accept grant funding for DRE Program for a two-year performance period 7/1/2021-6/30/2023.</p>	
<b><u>Budget Impact:</u></b>	
<p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>If new, specify funding source: Federal Funding – Department of Justice</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<b><u>Operations Impact:</u></b>	
<p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	



## Briefing Paper

### Public Safety & Community Health Committee

<b>Division &amp; Department:</b>	Spokane Police Department
<b>Subject:</b>	Contract for repair of Police Firing Range
<b>Date:</b>	06/07/2021
<b>Contact (email &amp; phone):</b>	Jacqui MacConnell <a href="mailto:jmacconnell@spokanepolice.org">jmacconnell@spokanepolice.org</a> 625-4109
<b>City Council Sponsor:</b>	Councilmember Kinnear
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Public Safety Community Health Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Contract with Engineering/Remediation Resources Group for the repair and rebuild of sand berms located at the Police Firing Range
<b>Background/History:</b> The Spokane Police Academy firing range requires periodic maintenance and refurbishment. This includes mining a sand berm to remove lead and reconstruction of a support wall for the sand berm. The last lead removal project was approximately four years ago.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>Total contract cost of \$112,448 funded from General Fund Reserves via SBO</li> <li>Scope of work includes mining of the sand berm to remove lead           <ul style="list-style-type: none"> <li>Replacing retaining wall</li> <li>Rebuilding sand berm</li> </ul> </li> <li>Safety issue as a build up of lead can cause ricocheting during use</li> <li>The current retaining wall is falling apart and leaning towards the target turning system which could cause damage to the Range. The wall needs immediate attention to rectify the problem.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Fleet Replacement Funds Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

# Briefing Paper

## Public Safety & Community Health Committee

<b>Division &amp; Department:</b>	Spokane Police Department
<b>Subject:</b>	SBO for WA Auto Theft Prevention grant award FY2021-2023
<b>Date:</b>	06/07/2021
<b>Contact (email &amp; phone):</b>	Mike McNab– <a href="mailto:mmcnab@spokanepolice.org">mmcnab@spokanepolice.org</a> 509-835-4514
<b>City Council Sponsor:</b>	Lori Kinnear
<b>Executive Sponsor:</b>	Craig Meidl
<b>Committee(s) Impacted:</b>	Public Safety Community Health Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	SBO to provide budget authority funded using recently awarded Washington Auto Theft Prevention (WATPA) FY2021-2023 Grant funds. SBO will be only for 2021 portion of grant award.
<b>Background/History:</b> Spokane Police Department (SPD) in collaboration with Washington State Patrol (WSP) receives funding from WATPA (Washington Auto Theft Prevention) administered by the Washington State Association of Sheriffs and Police Chiefs. Funding is awarded to grantees on a biennial period. SPD was recently awarded \$279,377 for the two year grant period.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>Grant application briefing paper previously submitted to Public Safety Committee on 03/29/2021</li> <li>Grant period July 1, 2021 through June 30, 2023</li> <li>Total awarded amount of \$279,377</li> <li>2021 SBO total of \$77,713</li> <li>Continuation of previously awarded grant with the similar statement of work</li> <li>Award will be used to fund 1 detective position along with benefits.             <ul style="list-style-type: none"> <li>Additional funds awarded for overtime, travel &amp; training, and public service announcements</li> </ul> </li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A If new, specify funding source: State funding – WA Auto Theft Prevention Authority Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

# WASHINGTON AUTO THEFT PREVENTION AUTHORITY

WASHINGTON ASSOCIATION OF SHERIFFS AND POLICE CHIEFS  
3060 Willamette Drive NE, Suite 101 ~ Lacey, WA 98516 ~ Phone: (360) 292-7900 ~ Fax: (360) 292-7269  
Website: [www.WaAutoTheftPreventionAuthority.org](http://www.WaAutoTheftPreventionAuthority.org)

*"preventing and reducing motor vehicle thefts in the State of Washington."*



May 25, 2021

Chief Craig Meidl  
Spokane Police Department  
1100 W Mallon  
Spokane, WA 99260

Dear Chief Meidl:

I am pleased to inform you that Washington Auto Theft Prevention Authority (WATPA) Board of Directors has approved the **Spokane Police Department** grant application for funding the **WATPA Grant** for the **21-23** biennium. The award is in the amount of **\$279,377.00** for the biennium.

The grant award is effective **July 1, 2021 and expires on June 30, 2023**. Enclosed is an award agreement. This agreement is to be signed and returned to WATPA. No funds will be reimbursed until the signed agreement is received. Expenditures prior to the award effective date or after the grant expiration date are not authorized and will not be reimbursed. All grant awards are subject to Grant Policies and Procedures of the Washington Auto Theft Prevention Authority.

Costs will be paid on a reimbursement basis. Your agency will be reimbursed for actual expenses only up to the limit of the award categories. Additionally, please note that reimbursement requests by grant recipients will only be processed upon receipt of current semi-annual reports by the WATPA office. The semi-annual report form is available on the WATPA website, [www.WaAutoTheftPreventionAuthority.org](http://www.WaAutoTheftPreventionAuthority.org)

If you have any questions, please contact me at 360-292-7959 or via e-mail at [mpainter@waspc.org](mailto:mpainter@waspc.org).

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Painter", is written over a light blue horizontal line.

Michael Painter, Executive Director  
Washington Auto Theft Prevention Authority

---

*Washington Auto Theft Prevention Authority*

**JOHN BATISTE**  
Chief – WA State Patrol

**JAMES SKOGMAN**  
Insurance Industry

**GARY SIMPSON**  
Sheriff—Kitsap County

**KEN HOHENBERG**  
Chief—Kennewick

**RICK SCOTT**  
Sheriff – Grays Harbor County

**JOHN MARTIN**  
General Public

**STEVE STRACHAN**  
Executive Director - WASPC

**VACANT**  
Prosecuting Attorney

**VACANT**  
Chief

**VACANT**  
Automobile Industry

**MICHAEL PAINTER**  
Executive Director - WATPA

**AGREEMENT BETWEEN SPOKANE POLICE DEPARTMENT  
AND  
THE WASHINGTON AUTO THEFT PREVENTION AUTHORITY**

***AUTO THEFT PREVENTION GRANT PROGRAM AWARD SHEET***

- |  |   |
|--|---|
| <p>1. Award Recipient Name and Address:<br/><b>Chief Meidl<br/>1100 W Mallon<br/>Spokane, WA 99260</b></p> <p>3. Project Title<br/><b>WATPA Grant</b></p> <p>5. Grant No:<br/><b>21-23 WATPA GG-Spokane</b></p> <p>7. Amt. Approved<br/><b>\$ 279,377.00</b></p> | <p>2. Contact: <b>Craig Meidl</b><br/>Title: <b>Chief</b><br/>Telephone: <b>509.625.4215</b></p> <p>4. Award Period:<br/><b>07/01/21– 06/30/23</b></p> <p>6. Funding Authority:<br/><b>WASHINGTON AUTO THEFT<br/>PREVENTION AUTHORITY</b></p> <p>8. Service Area:<br/><b>Spokane County</b></p> |
|--|---|

---

IN WITNESS WHEREOF, the WATPA and RECIPIENT acknowledge and accept the terms of this AGREEMENT and attachments hereto, and in witness whereof have executed this AGREEMENT as of the date and year last written below. The rights and obligations of both parties to this AGREEMENT are governed by the information on this Award Sheet and other documents incorporated herein by reference: Agreement Specific Terms and Conditions, and Agreement General Terms and Conditions.

**WATPA**

**RECIPIENT**

---

Name/ Michael Painter  
Title WATPA, Executive Director

Date:

---

---

Name/  
Title

Date:

---

Requests for reimbursement under this agreement are subject to the following Budget:

Description		WATPA Approved
<b>A. Personnel</b>		
	Detective (SPD)	<b>208,737.00</b>
<b>B. Employee Benefits</b>		
	Detective (SPD)	<b>60,140.00</b>
<b>C. OT to not exceed 2% of grant request</b>		
	Investigations	<b>5,000.00</b>
<b>D. Travel/Training</b>		
	TF Training	<b>3,000.00</b>
<b>G. Public Awareness/Education</b>		
	Auto Theft Reduction Strategy	<b>2,500.00</b>
	<b>Total Award:</b>	<b>279,377.00</b>

ORDINANCE NO \_\_\_\_\_

An ordinance amending Ordinance No. C-35971, passed by the City Council December 14, 2020, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2021 budget Ordinance No. C-35971, as above entitled, and which passed the City Council December 14, 2020, it is necessary to make changes in the appropriations of the Public Safety & Judicial Grant Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

Section 1. That in the budget of the Public Safety & Judicial Grant Fund, and the budget annexed thereto with reference to the Public Safety & Judicial Grant Fund, the following changes be made:

FROM:	1620-91788 99999-33469	PS Grant Fund-Auto Theft FY2021-23 Other State Agencies	<u>\$ 77,713</u>
TO:	1620-91788 21250-09050	PS Grant Fund – Auto Theft FY2021-23 Detective	52,346
	1620-91788 21250-52110	PS Grant Fund – Auto Theft FY2021-23 FICA	759
	1620-91788 21250-52230	PS Grant Fund – Auto Theft FY2021-23 Retirement	2,790
	1620-91788 21250-51640	PS Grant Fund – Auto Theft FY2021-23 Deferred Comp	61
	1620-91788 21250-52310	PS Grant Fund – Auto Theft FY2021-23 Medical	10,285
	1620-91788 21250-52330	PS Grant Fund – Auto Theft FY2021-23 Life	15
	1620-91788 21250-52320	PS Grant Fund – Auto Theft FY2021-23 Dental	774
	1620-91788 21250-52340	PS Grant Fund – Auto Theft FY2021-23 Long-term Disability	183
	1620-91788 21250-51215	PS Grant Fund – Auto Theft FY2021-23 Uniform Overtime	5,000
	1620-91788 21400-54401	PS Grant Fund – Auto Theft FY2021-23 Airfare	3,000
	1620-91788 21250-54201	PS Grant Fund – Auto Theft FY2021-23 Contractual Services	2,500
			<u>\$ 77,713</u>

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 acceptance of Auto Theft grant funding 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 the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest: \_\_\_\_\_  
City Clerk

Approved as to form: \_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

## Briefing Paper

### (Public Safety & Community Healthy Committee)

<b>Division &amp; Department:</b>	Spokane Police Department
<b>Subject:</b>	Grant application approval for FY21-22 Sexual Assault Kit Initiative Grant Program with Washington Association of Sheriffs and Police Chiefs
<b>Date:</b>	June 7 <sup>th</sup> , 2021
<b>Contact (email &amp; phone):</b>	Mike McNab <a href="mailto:mmcnab@spokanepolice.org">mmcnab@spokanepolice.org</a> 835-4514
<b>City Council Sponsor:</b>	Councilmember Kinnear
<b>Executive Sponsor:</b>	Craig Meidl
<b>Committee(s) Impacted:</b>	Public Safety & Community Health Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	Safe & Healthy
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	In early 2021, SPD was awarded a total of \$90,133 from WASPC that allowed SPD to work solely on the backlog of unsolved sexual assault cases resulting from evidence found in previously un-submitted sexual assault kits. The legislature has extended the grant funding into the 2021-22 fiscal year and SPD will be seeking to extend its participation through an amended agreement with WASPC. The total request for this funding cycle will be \$288,000. Which will encompass salaries, overtime, training, victim advocacy, and familial DNA testing.
<b>Background/History:</b> For the past five months SPD has been working through the backlog of previously untested sexual assault cases. Out of 1500 untested sexual assault kits, approximately 500 kits are still awaiting results. Working under the grant, SPD investigators have completed an overall assessment of cases where kit testing has been completed and has triaged cases that are nearing statutory limits. For the next 12 months, SPD will be taking a deeper dive into the unresolved cases bringing them to a meaningful conclusion.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>Grant period July 01, 2021 to June 30, 2022</li> <li>Seeking grant award of \$288,000</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Proposed SBO to follow (pending award approval from grantor) Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required:	

Known challenges/barriers: None

# Briefing Paper

## Public Safety & Community Health Committee

<b>Division &amp; Department:</b>	Finance Division/Grants, Contracts, and Purchasing Department
<b>Subject:</b>	Garment/Linen Rental and Laundry Contract Renewal
<b>Date:</b>	6/7/2021
<b>Contact (email &amp; phone):</b>	Sally Stopher– <a href="mailto:sstopher@spokanecity.org">sstopher@spokanecity.org</a> - 625-6032
<b>City Council Sponsor:</b>	CM Kinnear
<b>Executive Sponsor:</b>	Sally Stopher
<b>Committee(s) Impacted:</b>	Multiple Committees
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	Will file for Council consideration following committee meeting.
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Council approval of 4 Contract renewals to provide ongoing Garment/Linen Rental and Laundry services for multiple Departments.
<p><u>Background/History:</u> In 2016 a Request for Proposals was issued to provide Garment/Linen Rental and Laundry services for multiple Departments. Contracts were awarded to 4 Firms. A committee of Department representatives met in early 2021 to evaluate the current contracts based on price, customer service, etc. Consensus was to renew all 4 contracts. Contract renewals were negotiated and will be at the same pricing, terms, and conditions as the original contracts.</p> <p>Contract renewal with 4 Firms for Garment/Linen Rental and Laundry services for multiple Departments. Firms are Cintas Corporation, Aramark Uniform Services, ALSCO, Inc., and Unifirst Corporation. Contract renewal term is 5 years from 7/1/2021 through 6/30/26. This is a no dollar cap unit price contract based on pricing schedules.</p>	
<p>Executive Summary:</p> <p><i>Impact</i></p> <p>Multiple City Departments use Garment/Linen Rental and Laundry services to support their ongoing operations. Products include coveralls, shirts, pants, high visibility garments, mats, rags, etc. Services include sizing, tracking, cleaning, pick-up, and delivery.</p> <p><i>Action</i></p> <p>Due to varying needs and requirements of Departments, the option of awarding multiple contract renewals allowing departments a choice is recommended.</p>	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget?    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure?    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: Departments budget for this ongoing service</p>	
<p><u>Operations Impact:</u></p> <p>Consistent with current operations/policy?    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy?    <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers: None known.</p>	



**City of Spokane**

**MASTER CONTRACT RENEWAL**

**Title: GARMENT/LINEN RENTAL  
AND LAUNDRY SERVICES**

This Master Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **ALSCO, INC.**, whose address is 1923 North Waterworks, Spokane, Washington 99212 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein the Contractor agreed to provide NON-EXCLUSIVE GARMENT/LINEN RENTAL AND LAUNDRY SERVICES FOR VARIOUS CITY DEPARTMENTS; and*

*WHEREAS, 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 July 14, 2016 and July 15, 2016, 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 TERM.**

This Contract Renewal shall become effective on June 1, 2021 and shall run through May 31, 2026.

**3. COMPENSATION.**

The City shall compensate the Contractor in accordance with Request for Proposal, Proposal Response, and Attachment A - Technical Specifications and Pricing Schedule. Attachment A included herein by reference. Payment will only be made for products or services requested, received, and accepted. This is a unit-price contract with no guarantee of payment amount.

**4. 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.

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.

**ALSCO, INC.**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature Date

By \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

**Attachments that are part of this Agreement:**

Attachment A – Technical Specifications and Pricing Schedule  
Attachment B - Certificate of Debarment

21-076

**ATTACHMENT 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.

<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Subrecipient / Contractor / Consultant (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Program Title (Type or Print)
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Signature
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Title of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Date (Type or Print)

## ATTACHMENT A

### TECHNICAL SPECIFICATIONS AND PRICING SCHEDULE

#### ORIGINAL PRODUCT/EQUIPMENT MANUFACTURER

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.

NAME

ADDRESS

ZIP

**Mountville Mills 1729 S. Davis Road, Lagrange, GA 30241**

**Red Kap 545 Marriott Drive, Nashville, TN 37214**

**Firm must acknowledge each individual specification shown below as follows:**

**A. "To Be Supplied" Column**

Firm will initial when the product offered is equal to or better than the individual specification. State your exact capabilities if different from specification stated or a tolerance is given.

**B. "Exceptions" Column**

Explain all exceptions to specification as stated.

**NOTE: All equivalents (substitutes) require explanation. (Use additional paper with reference to item number and respective question number). The City will determine if an item is acceptable as an equivalent after evaluation.**

ITEM	TO BE SUPPLIED	EXCEPTIONS
<b>1. INDUSTRIAL BUTTON COVERALL</b> 100% cotton, metal buttons on fly front, pointed notched lapel collar, bi-swing back, two breast pockets, two hip pockets, two tool pockets, two set in swing pockets for total of seven pockets, snap cuff, six (6) inch side vent openings to accommodate rolling up of sleeves, bar tacks at stress points, 8.5 oz., postman blue color. Light orange color upon request.	CT CC16PB	Orange available in snap front
<b>2. INDUSTRIAL ZIP COVERALL</b> 65% polyester/35% combed cotton, bi-swing action back, set-in front "swing pockets" with side openings, two breast pockets, two hip pockets, rule pocket on right leg, hemmed sleeves, two-way front zipper with gripper at top of neck and bottom of fly, 7.5 oz. twill. –snap cuff	CT10	7.25 OZ
<b>3. INDUSTRIAL INSULATED ZIP COVERALL</b> 65% polyester/35% combed cotton permanent press twill, bi-swing action back, set-in front "swing pockets" with side openings, two breast pockets, two hip pockets, rule pocket on right leg, hemmed sleeves, two-way front zipper with gripper at top and bottom, leg seam zippers, warm quilted lining, 7.75 oz., –snap cuff, navy	CT30	No rule pocket Gripper lapel No leg seam zippers 7.25 OZ
<b>4. INDUSTRIAL ZIP COVERALL – ENHANCED VISIBILITY</b> 65% polyester/35% combed cotton, bi-swing action back, set-in front "swing	CT10EN	Rule pocket on left leg

pockets" with side openings, two breast pockets, two hip pockets, rule pocket on right leg, hemmed sleeves, two-way front zipper with gripper at top of neck and bottom of fly, 7.75 oz. twill. –snap cuff, Scotchlite 3M reflective striping is used to achieve reflectivity, 2-1/2" around chest and back, two rows around thighs.		Gripper top of zipper and lapel 7.25 OZ
<b>5. JUMPSUIT (SPEEDSUIT)</b> Permanent press, 6 oz., 65% polyester/35% combed cotton poplin, long sleeve, elastic waist in back with two pleats, two breast pockets, two lower front pockets and two back pockets, solid brass full front, two-way brass zipper with gripper at the collar, royal blue or similar in color.	CP30	5OZ No back pockets
<b>6. COUNTER COAT (LAB COAT)</b> Full Length (approximately 41 inches), 80% polyester/20% cotton poplin, 5 ¼ oz. with lapels, left breast pocket with additional stitched section to accommodate pen or tweezers, two lower pockets, side vent, five-button front, long sleeve, men's style, white	KP14	
<b>7. SMOCK</b> 80% polyester/20% cotton poplin, extra-long with ¾ sleeves and patch pockets, button up, light blue.	TP31	
<b>8. SHOP COAT</b> 65% polyester/35% combed cotton, 7 ½ oz., twill durable press, two breast pockets, two lower pockets, side vents, five gripper front closure, length 44 ½ inches, postman blue and navy blue color.	KT30	7.25OZ 43 ½ inches
<b>9. INDUSTRIAL WORK SHIRT</b> 65% polyester/35% combed cotton, durable press with soil release finish, two pockets, bar tacked top corners, gripper at neck and six buttons, vertical buttons, 4.5 oz. Leno weave, light blue in color.	SP24 SP14	4.25 OZ
<b>10. INDUSTRIAL WORK SHIRT W/ENHANCED VISIBILITY</b> Red Kap Industries product #SP24WM (brand provided for basic specifications) or City approved equal. 65% Polyester/35% cotton 4.25 oz., two button through front pockets, 2-1/2" hi-visibility yellow stripe with 1/2" 3m scotchlite industrial silver striping sewn down the center, 245 square inches of striping, yellow stripe preferred but will consider orange – note if bidding orange. **See "REFLECTIVE STRIPING"	CT	
<b>11. FLAME RESISTANT WORK SHIRT</b> Nomex IIIA, 93% nomex/5% Kevlar/2% other fabric, 4.5 oz. button down flap chest pockets, long sleeve, light blue	CT SND2	
<b>12. INDUSTRIAL WORK PANT</b> 65% polyester/35% combed cotton, 7.5 oz. special twill, heavy-duty brass zipper, crease resistant finish, front slash pockets, button close back pockets, Men or Woman cut, grey or blue	CT PT20	
<b>13. INDUSTRIAL WORK PANT CARGO</b> 65% polyester/35% combed cotton, 7.5 oz. special twill, heavy-duty brass zipper, crease resistant finish, relaxed cut, two large snap-closure cargo pockets on side, slash front pockets, two back pockets. Men's cut, grey or blue	CT PT88	
<b>14. FLAME RESISTANT INDUSTRIAL WORK PANT</b> Nomex IIIA, meets NFPA standard, 93% Nomex/5% Kevlar/2% other fabric,, 7.5 oz., light blue	PNP8	Navy

<b>15. INDUSTRIAL TECHNICIAN JACKET</b> Red Kap #JT22-NV (brand provided for basic specifications) or similar approved by City. 7.25 oz. twill 65% polyester/35% combed cotton, lining 100% polyester, waist length, two piece collar with sewn-in stays and top stitched, durable press, solid brass zipper, two lower slash pockets and utility pocket on left sleeve, permanent lining, waist adjustment for flexibility, navy blue	CT	
<b>16. INDUSTRIAL PERMA-LINED SERVICE JACKET</b> Red Kap #JT50 (brand provided for basic specifications) or similar approved by City. 7.25 oz. twill, shell 65% polyester/35% combed cotton, lining 100% polyester, hip length, two piece collar with sewn-in stays and top stitched, durable press, solid brass zipper, 2 lower on-seam pockets and utility pocket on left sleeve, navy blue	CT	
<b>17. SERVICE JACKET W/ENHANCED VISIBILITY</b> Red Kap Industries product #JT30WM (brand provided for basic specifications) or similar City approved equal. Shell 65% polyester/35% combed cotton, 7.25 oz. twill, lining 100% nylon taffeta face, non-woven back 1/8" foam insulation, 245 square inches of striping, 2-1/2" hi-visibility yellow or orange stripe 1/2" 3M scotchlite industrial silver striping sewn down center, striping across chest and back and down arms, two piece unlined collar, pencil pocket on left sleeve, heavy duty brass zipper, two-button adjustable cuff, two slash pockets, quilted lining, zip in/zip out liner. Yellow striping preferred but will consider orange, note if bidding orange. <b>** See "REFLECTIVE STRIPING" below.</b>	CT	
<b>18. NAME TAGS</b> Embroidered border, sewn lettering or heat transfer lettering, above right pocket on coveralls, coats, smocks, jumpsuits, and other appropriate garments as required.	CT	
<b>19. CITY OF SPOKANE LOGO</b> 2" x 4" embroidered border, sewn lettering or heat transfer lettering, above right pocket on jumpsuits, and other appropriate garments as required.	CT	
<b>** REFLECTIVE STRIPING</b> Scotchlite 9910 reflective striping is used to achieve reflectivity on the Red Kap enhanced visibility garments specified above. The reflectivity of the Scotchlite product may degrade rapidly through multiple industrial cleanings. <b>Therefore, prices are to include the cost of the replacement of the reflective striping at 20 to 25 cleanings.</b> Proposers must also be able to demonstrate a garment tracking and reporting system which will assure the City that the reflective striping will be replaced as required.  If for safety considerations, the City determines that the replacement schedule for the reflective striping should be accelerated, the Firm may negotiate for an immediate price adjustment on the affected items.	CT	
<b>20. BIB APRONS</b> 65% polyester/35% cotton, navy color, with two lower pockets and one upper pencil pocket.		100% Spun Poly
<b>21. ROLL TOWELS</b> 45 yards in length, white or blue	CT	
<b>22. LINT FREE TOWEL</b>		16x28

100% cotton, 17" x 26"		
<b>23. BATH TOWEL</b> 100% cotton, 20" x 40"	CT	
<b>24. SHOP TOWEL</b> 100% cotton terry, 12" x 12" industrial towel	CT	18x18
<b>25. BAR TOWEL/DISH TOWEL</b> 100% cotton terry, 17" x 26", food service quality	CT	
<b>26. DUST MOPS, QUICK CHANGE HEADS, AND FRAMES</b> All mops treated and packaged, quick change head and frame, 5" wide ridged frame, clip on handle, full sleeve head with slotted top, snap flap, slot with snap. Must be color coded by size. Sizes listed in Attachment 3, Group 3.	CT	
<b>27. ENTRY MATS</b> Polyester on rubber/gripper back. Sizes listed in Attachment 3, Group 3.	CT	
Please list standard mat colors available. Black. Brown, Charcoal, Navy, Red, Green	CT	
Please list non-standard colors available at additional cost.		

## PRICING TABLE B

SEE PART 4 "PROPOSAL CONTENT", PARAGRAPH 4.7 "ATTACHMENT 4 PRICING TABLE" FOR INSTRUCTIONS.

GROUP 1: GARMENTS DESCRIPTION		PRICING BASED ON AWARD DETERMINED BY EACH DEPARTMENT QUANTITIES ARE ESTIMATES ONLY – PROVIDE PRICING EVEN IF QUANTITY IF LISTED AS UNKNOWN, ALTERNATE OPTION, OR 0							
DESCRIPTION	A NOTE EXTRA CHARGE SIZE START POINT FOR SPECIAL- TY LARGE SIZES	B ESTIMATED QUANTITY REQUIRED (inventory units currently in service as rental and clean if in bold)	C ITEM STANDARD LIFE (NUMBER OF MONTHS)	C EXTRA CHARGE AMOUNT FOR SPECIALTY LARGE SIZES	E UNIT PURCHASE ONLY PRICE (ALSO FOR REPLACE- MENT COST)	F PER UNIT PRICE FOR RENTAL ONLY	G UNIT PRICE FOR RENTAL AND ALL CLEANING INCLUDED	H INVEN- TORY % TO BE USED FOR BILLING	I TOTAL RENTAL AND CLEAN COST PER WEEK ( B x G x H)
INDUSTRIAL COVERALLS	<b>52</b>		24	<b>0</b>	20.00		.28	100%	257.04
COTTON, BUTTON FRONT		<b>918</b>							
POLY/COTTON, ZIP FRONT	<b>52</b>	As option for above	30	<b>0</b>	18.00		.23	100%	211.14
POLY/COTTON, ENHANCED VISIBILITY, ZIP FRONT	<b>52</b>	As option for above	30	<b>0</b>	40.00		.60	100%	550.80
COTTON, LIGHT ORANGE "LOANER/SEASONAL" (APRIL TO SEPT.)	<b>52</b>	<b>44</b>	24	<b>0</b>	20.00		.28	100%	12.32
INSULATED COVERALL, POLY/COTTON	<b>2XL</b>	<b>95</b>	24	<b>0</b>	45.00		.65	100%	61.75
JUMPSUITS, (SPEEDSUIT), SHORT SLEEVE	<b>2XL</b>	<b>8</b>	30	<b>0</b>	15.00		.25	100%	2.00

<b>GROUP 1: GARMENTS</b>		<b>PRICING BASED ON AWARD DETERMINED BY EACH DEPARTMENT QUANTITIES ARE ESTIMATES ONLY – PROVIDE PRICING EVEN IF QUANTITY IS LISTED AS UNKNOWN, ALTERNATE OPTION, OR 0</b>							
<b>DESCRIPTION</b>									
<b>DESCRIPTION</b>	<b>A NOTE EXTRA CHARGE SIZE START POINT FOR SPECIAL- TY LARGE SIZES</b>	<b>B ESTIMATED QUANTITY REQUIRED (inventory units currently in service as rental and clean if in bold)</b>	<b>C ITEM STANDARD LIFE (NUMBER OF MONTHS)</b>	<b>C EXTRA CHARGE AMOUNT FOR SPECIALTY LARGE SIZES</b>	<b>E UNIT PURCHASE ONLY PRICE (ALSO FOR REPLACE- MENT COST)</b>	<b>F PER UNIT PRICE FOR RENTAL ONLY</b>	<b>G UNIT PRICE FOR RENTAL AND ALL CLEANING INCLUDED</b>	<b>H INVEN- TORY % TO BE USED FOR BILLING</b>	<b>I TOTAL RENTAL AND CLEAN COST PER WEEK ( B x G x H )</b>
COUNTER COAT (LAB COAT) -Identify with x: PRESSED [ ] or: - STEAM TUNNEL [ ]	<b>2XL</b>	<b>34</b>	<b>30</b>	<b>0</b>	<b>10.00</b>		<b>.20</b>	<b>100%</b>	<b>6.80</b>
SMOCK -Identify with x: PRESSED [ ] or: - STEAM TUNNEL [ ]	<b>2XL</b>	<b>25</b>	<b>30</b>	<b>0</b>	<b>10.00</b>		<b>.20</b>	<b>100%</b>	<b>5.00</b>
SHOP COAT	<b>52</b>	<b>20</b>	<b>30</b>	<b>0</b>	<b>15.00</b>		<b>.20</b>	<b>100%</b>	<b>4.00</b>
INDUSTRIAL WORK SHIRT , SHORT SLEEVE -Identify with x: PRESSED [ ] or: -STEAM TUNNEL [ ]	<b>2XL</b>	<b>116</b>	<b>30</b>	<b>0</b>	<b>9.00</b>		<b>.20</b>	<b>100%</b>	<b>23.20</b>
INDUSTRIAL WORK SHIRT , LONG SLEEVE Identify with x: - PRESSED [ ] or: -STEAM TUNNEL [ ]	<b>2XL</b>	<b>35</b>	<b>30</b>	<b>0</b>	<b>9.00</b>		<b>.20</b>	<b>100%</b>	<b>7.00</b>
INDUSTRIAL WORK PANTS	<b>44</b>	<b>1351</b>	<b>30</b>	<b>0</b>	<b>10.00</b>		<b>.22</b>	<b>100%</b>	<b>297.22</b>
INDUSTRIAL WORK PANTS, CARGO	<b>44</b>	<b>61</b>	<b>30</b>	<b>0</b>	<b>15.00</b>		<b>.25</b>	<b>100%</b>	<b>15.25</b>
INDUSTRIAL TECHNICIAN JACKET	<b>2XL</b>	<b>51</b>	<b>30</b>	<b>0</b>	<b>16.00</b>		<b>.35</b>	<b>100%</b>	<b>17.85</b>
INDUSTRIAL PERMA-LINED SERVICE JACKET	<b>2XL</b>	<b>166</b>	<b>30</b>	<b>0</b>	<b>17.00</b>		<b>.40</b>	<b>100%</b>	<b>66.40</b>

<b>GROUP 1: GARMENTS</b>		<b>PRICING BASED ON AWARD DETERMINED BY EACH DEPARTMENT</b>							
<b>DESCRIPTION</b>		<b>QUANTITIES ARE ESTIMATES ONLY – PROVIDE PRICING EVEN IF QUANTITY IS LISTED AS UNKNOWN, ALTERNATE OPTION, OR 0</b>							
<b>DESCRIPTION</b>	<b>A NOTE EXTRA CHARGE SIZE START POINT FOR SPECIAL- TY LARGE SIZES</b>	<b>B ESTIMATED QUANTITY REQUIRED (inventory units currently in service as rental and clean if in bold)</b>	<b>C ITEM STANDARD LIFE (NUMBER OF MONTHS)</b>	<b>C EXTRA CHARGE AMOUNT FOR SPECIALTY LARGE SIZES</b>	<b>E UNIT PURCHASE ONLY PRICE (ALSO FOR REPLACE- MENT COST)</b>	<b>F PER UNIT PRICE FOR RENTAL ONLY</b>	<b>G UNIT PRICE FOR RENTAL AND ALL CLEANING INCLUDED</b>	<b>H INVEN- TORY % TO BE USED FOR BILLING</b>	<b>I TOTAL RENTAL AND CLEAN COST PER WEEK ( B x G x H)</b>
INDUSTRIAL WORK SHIRT, FLAME RESISTANT, NOMEX, LONG SLEEVE	<b>2XL</b>	409	<b>24</b>	<b>0</b>	<b>60.00</b>		<b>1.25</b>	<b>100%</b>	<b>511.25</b>
INDUSTRIAL WORK PANT, FLAME RESISTANT, NOMEX	<b>44</b>	403	<b>24</b>	<b>0</b>	<b>60.00</b>		<b>1.25</b>	<b>100%</b>	<b>503.75</b>
INDUSTRIAL WORK SHIRT WITH ENHANCED VISIBILITY, REFLECTIVE 3M SCOTCHLITE MATERIAL, 2-1/2 YELLOW STRIPING DOWN ARMS AND AROUND CHEST AND BACK, LONG SLEEVE, GREY	<b>2XL</b>	1214	<b>30</b>	<b>0</b>	<b>19.00</b>		<b>.45</b>	<b>100%</b>	<b>546.30</b>
INDUSTRIAL JACKET WITH ENHANCED VISIBILITY (REFLECTIVE STRIPING)	<b>2XL</b>	228	<b>30</b>	<b>0</b>	<b>17.00</b>		<b>.37</b>	<b>100%</b>	<b>84.36</b>
HIGH VISIBILITY T-SHIRT – LIME COLOR, SHORT SLEEVE (CURRENTLY PURCHASE ONLY)	<b>2XL</b>	303	<b>30</b>	<b>0</b>	<b>15.00</b>		<b>.35</b>	<b>100%</b>	<b>106.05</b>
HIGH VISIBILITY WINTER COAT (LIME COLOR), ZIPPER, ANSI CLASS 2 (CURRENTLY PURCHASE ONLY)	<b>52</b>	105	<b>30</b>	<b>0</b>	<b>57.00</b>		<b>1.20</b>	<b>100%</b>	<b>126.00</b>
HIGH VISIBILITY WINTER COAT LIME COLOR, HOOD, WATERPROOF, ZIPPER, ZIP IN/OUT LINER ANSI CLASS 3 (CURRENTLY PURCHASE ONLY)	<b>2XL</b>	as option for above	<b>30</b>	<b>0</b>	<b>205.00</b>		<b>3.50</b>	<b>100%</b>	<b>367.50</b>

GROUP 1: GARMENTS		PRICING BASED ON AWARD DETERMINED BY EACH DEPARTMENT QUANTITIES ARE ESTIMATES ONLY – PROVIDE PRICING EVEN IF QUANTITY IS LISTED AS UNKNOWN, ALTERNATE OPTION, OR 0							
DESCRIPTION									
DESCRIPTION	A NOTE EXTRA CHARGE SIZE START POINT FOR SPECIAL- TY LARGE SIZES	B ESTIMATED QUANTITY REQUIRED (inventory units currently in service as rental and clean if in bold)	C ITEM STANDARD LIFE (NUMBER OF MONTHS)	C EXTRA CHARGE AMOUNT FOR SPECIALTY LARGE SIZES	E UNIT PURCHASE ONLY PRICE (ALSO FOR REPLACE- MENT COST)	F PER UNIT PRICE FOR RENTAL ONLY	G UNIT PRICE FOR RENTAL AND ALL CLEANING INCLUDED	H INVEN- TORY % TO BE USED FOR BILLING	I TOTAL RENTAL AND CLEAN COST PER WEEK ( B x G x H)
ZIP-UP WINTER HOODIE, HIGH VISIBILITY LIME COLOR, ANSI CLASS 2 (CURRENTLY PURCHASE ONLY)		105							
ZIP-UP WINTER HOODIE, HIGH VISIBILITY LIME COLOR, ANSI CLASS 3 (CURRENTLY PURCHASE ONLY)		as option for above							
ALTERATIONS OF INDUSTRIAL COVERALLS (SEE TECHNICAL SPECIFICATIONS, SECTION III)		Unknown			No Charge				
CITY LOGO 2" X 4" APPLIED ON ALL APPLICABLE GARMENTS		Unknown			.50 after Install				
EMBOSSED NAME TAGS APPLIED ON ALL APPLICABLE GARMENTS		Unknown			.50 After Install				
IDENTIFICATION TAGS APPLIED ON INSIDE OF ALL GARMENTS		Unknown			No Charge				
<b>GROUP 1: TOTAL GARMENT COST</b>					Not including currently purchased items			(TOTAL)	3183.43

**\*OTHER CLOTHING/ITEMS APPLICABLE TO GROUP 1 – PURCHASE % 10 OFF LIST PRICE. (PROVIDE DISCOUNT PERCENTAGE)**

GROUP 2: TOWELS AND LINEN		PRICING BASED ON AWARD DETERMINED BY EACH DEPARTMENT QUANTITIES ARE ESTIMATES ONLY – PROVIDE PRICING EVEN IF QUANTITY IS LISTED AS UNKNOWN, ALTERNATE OPTION, OR 0						
DESCRIPTION								
DESCRIPTION	A ESTIMATED QUANTITY REQUIRED (inventory units currently in service for rental and clean if in bold)	B ITEM STANDARD LIFE (NUMBER OF MONTHS)	C ITEM STANDARD LIFE (NUMBER OF MONTHS)	D UNIT PURCHASE PRICE ONLY (ASLO FOR REPLACE- MENT COST)	E PER UNIT PRICE FOR RENTAL ONLY	F UNIT PRICE FOR RENTAL AND ALL CLEANING INCLUDED	G INVEN- TORY % TO BE USED FOR BILLING	H TOTAL RENTAL AND CLEAN COST PER WEEK ( A x F x G)
ROLL TOWELS	40	N/A		10.00		1.50	50%	30.00
COTTON LINT-FREE 17 X 26	unknown	N/A		.50		.08	50%	
BATH TOWEL 22 X 44	150	N/A		1.00		.25	50%	18.75
SHOP TOWEL, COTTON TERRY 12 X 12	2000	N/A		.20		.04	50%	40.00
BAR TOWEL/DISH TOWEL	720	N/A		.25		.08	50%	28.80
POLISH TOWEL 20 X 40, MICROFIBER	150	N/A		.35		.06	50%	4.50
GLASS TOWEL	1200	N/A		.50		.08	50%	48.00
PRINTER TOWEL, BLUE, 18 X 18	100	N/A		.30		.07	50%	3.50
SHEETS 81 X 102	40	N/A		7.00		.30	50%	6.00
PILLOW CASES 42 X 36	10	N/A		1.50		.18	50%	.90
THERMAL BLANKETS, TWIN SIZE	5	N/A		10.00		.25	50%	.50
SEAT COVERS	unknown	N/A						
GROUP 2: TOTAL TOWEL & LINEN COST							(TOTAL)	180.95

\*OTHER ITEMS APPLICABLE TO GROUP 2 – PURCHASE % 10 OFF LIST PRICE. (PROVIDE DISCOUNT PERCENTAGE)

GROUP 3: MISCELLANEOUS DESCRIPTION		PRICING BASED ON AWARD DETERMINED BY EACH DEPARTMENT QUANTITIES ARE ESTIMATES ONLY – PROVIDE PRICING EVEN IF QUANTITY IS LISTED AS UNKNOWN, ALTERNATE OPTION, OR 0						
DESCRIPTION	A ESTIMATED QUANTITY REQUIRED (inventory units currently in service for rental and clean if in bold)	B ITEM STANDARD LIFE (NUMBER OF MONTHS)	C ITEM STANDARD LIFE (NUMBER OF MONTHS)	D UNIT PURCHASE PRICE ONLY (ASLO FOR REPLACE- MENT COST)	E PER UNIT PRICE FOR RENTAL ONLY	F UNIT PRICE FOR RENTAL AND ALL CLEANING INCLUDED	G INVEN- TORY % TO BE USED FOR BILLING	H TOTAL COST PER WEEK (A x F x G)
ENTRY MATS: STANDARD COLORS:								
2' X 3'	0			20.00		.75		
2' X 4'	0							
3' X 5'	186			25.00		1.25	50%	297.20
3' X 5' SCRAPER	26			25.00		1.25	50%	16.25
3' X 5' SOAKER PADS	10			30.00		1.25	50%	6.25
3' X 10'	75			40.00		2.00	50%	74.00
4' X 6'	200			35.00		1.75	50%	175.00
4' X 8'	0			40.00		1.75	50%	
BIB APRONS	0			4.00		.18	50%	
DUST MOP HEADS: 18"	0			2.00		.43	50%	
24"	30			2.25		.45	50%	6.75
36"	20			2.50		.49	50%	4.90
48"	2			2.75		.55	50%	.55
60"	0			3.50		.80	50%	
WET MOP	25			4.00		1.00	50%	13.00
WET MOP ANIT-MICROBIAL STRING LOOP ENDS	0							
LAUNDRY BAG	60			1.50		0		0

GROUP 3: MISCELLANEOUS		PRICING BASED ON AWARD DETERMINED BY EACH DEPARTMENT						
DESCRIPTION		QUANTITIES ARE ESTIMATES ONLY – PROVIDE PRICING EVEN IF QUANTITY IS LISTED AS UNKNOWN, ALTERNATE OPTION, OR 0						
DESCRIPTION	A ESTIMATED QUANTITY REQUIRED (inventory units currently in service for rental and clean if in bold)	B ITEM STANDARD LIFE (NUMBER OF MONTHS)	C ITEM STANDARD LIFE (NUMBER OF MONTHS)	D UNIT PURCHASE PRICE ONLY (ASLO FOR REPLACE- MENT COST)	E PER UNIT PRICE FOR RENTAL ONLY	F UNIT PRICE FOR RENTAL AND ALL CLEANING INCLUDED	G INVEN- TORY % TO BE USED FOR BILLING	H TOTAL COST PER WEEK (A x F x G)
LAUNDRY BAG STAND	20			2.50		0		0
WET MOP HANDLE	5			7.00		0		0
DUST MOP FRAMES & HANDLES: 24"	6			5.00		0		0
36"	0			5.25		0		0
42"	0			5.50		0		0
60"	0			6.00		0		0
ROLL TOWEL CABINET – EQUIPPED WITH TOWEL RESTRAINTS	2			20.00		0		0
NITRILE GLOVES	25							
GROUP 3: TOTAL GARMENT COST							(TOTAL)	749.90

\*OTHER ITEMS APPLICABLE TO GROUP 3 – PURCHASE % 10 OFF LIST PRICE. (PROVIDE DISCOUNT PERCENTAGE)

\*MISCELLANEOUS JANITORIAL SERVICES SUCH AS PROVIDING TOILET PAPER, HAND SOAP, URINAL SCREENS, ETC. CAN BE INCLUDED IF REQUESTED BY DEPARTMENT. PROVIDE DISCOUNT PERCENTAGE OFF LIST PRICE TO BE USED FOR ADDING THESE SERVICES:

PURCHASE % 10 OFF LIST PRICE. (PROVIDE DISCOUNT PERCENTAGE)



**City of Spokane**  
**MASTER CONTRACT RENEWAL**  
**Title: GARMENT/LINEN RENTAL**  
**AND LAUNDRY SERVICES**

This Master Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **ARAMARK UNIFORM SERVICES** whose address is 11511 East Indiana Road, Spokane Valley, Washington 99206 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein the Contractor agreed to provide NON-EXCLUSIVE GARMENT/LINEN RENTAL AND LAUNDRY SERVICES FOR VARIOUS CITY DEPARTMENTS; and*

*WHEREAS, 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 April 28, 2016, 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 TERM.**

This Contract Renewal shall become effective on June 1, 2021 and shall run through May 31, 2026.

**3. COMPENSATION.**

The City shall compensate the Contractor in accordance with Request for Proposal, Proposal Response, and Attachment A - Technical Specifications and Pricing Schedule. Attachment A included herein by reference. Payment will only be made for products or services requested, received, and accepted. This is a unit-price contract with no guarantee of payment amount.

**4. 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.

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.

**ARAMARK UNIFORM SERVICES**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature                      Date

By \_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

**Attachments that are part of this Agreement:**

Attachment A – Technical Specifications and Pricing Schedule  
Attachment B - Certificate of Debarment

21-073

**ATTACHMENT 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.

<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 A

### TECHNICAL SPECIFICATIONS AND PRICING SCHEDULE

#### ORIGINAL PRODUCT/EQUIPMENT MANUFACTURER

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.

NAME	ADDRESS	ZIP
<u>AUCA (Aramark Uniform Career Apparel</u>	<u>115 N First ST Burbank, CA</u>	<u>91502</u>
<u>VF Imagewear</u>	<u>545 Marriott Dr. Nashville, TN</u>	<u>37214</u>
<u>Universal Overall</u>	<u>1060 W Van Buren Chicago, IL</u>	<u>60607</u>

Firm must acknowledge each individual specification shown below as follows:

#### A. "To Be Supplied" Column

Firm will initial when the product offered is equal to or better than the individual specification. State your exact capabilities if different from specification stated or a tolerance is given.

#### B. "Exceptions" Column

Explain all exceptions to specification as stated.

**NOTE: All equivalents (substitutes) require explanation. (Use additional paper with reference to item number and respective question number). The City will determine if an item is acceptable as an equivalent after evaluation.**

ITEM	TO BE SUPPLIED	EXCEPTIONS
<b>1. INDUSTRIAL BUTTON COVERALL</b> 100% cotton, metal buttons on fly front, pointed notched lapel collar, bi-swing back, two breast pockets, two hip pockets, two tool pockets, two set in swing pockets for total of seven pockets, snap cuff, six (6) inch side vent openings to accommodate rolling up of sleeves, bar tacks at stress points, 8.5 oz., postman blue color. Light orange color upon request.	YES	
<b>2. INDUSTRIAL ZIP COVERALL</b> 65% polyester/35% combed cotton, bi-swing action back, set-in front "swing pockets" with side openings, two breast pockets, two hip pockets, rule pocket on right leg, hemmed sleeves, two-way front zipper with gripper at top of neck and bottom of fly, 7.5 oz. twill. -snap cuff	YES	
<b>3. INDUSTRIAL INSULATED ZIP COVERALL</b> 65% polyester/35% combed cotton permanent press twill, bi-swing action back, set-in front "swing pockets" with side openings, two breast pockets, two hip pockets, rule pocket on right leg, hemmed sleeves, two-way front zipper with gripper at top and bottom, leg seam zippers, warm quilted lining, 7.75 oz., -snap cuff, navy	YES	
<b>4. INDUSTRIAL ZIP COVERALL – ENHANCED VISIBILITY</b> 65% polyester/35% combed cotton, bi-swing action back, set-in front "swing pockets" with side openings, two breast pockets, two hip pockets, rule pocket on right leg, hemmed sleeves, two-way front zipper with gripper at top of neck	YES	

and bottom of fly, 7.75 oz. twill. –snap cuff, Scotchlite 3M reflective striping is used to achieve reflectivity, 2-1/2" around chest and back, two rows around thighs.		
<b>5. JUMPSUIT (SPEEDSUIT)</b> Permanent press, 6 oz., 65% polyester/35% combed cotton poplin, long sleeve, elastic waist in back with two pleats, two breast pockets, two lower front pockets and two back pockets, solid brass full front, two-way brass zipper with gripper at the collar, royal blue or similar in color.	YES	
<b>6. COUNTER COAT (LAB COAT)</b> Full Length (approximately 41 inches), 80% polyester/20% cotton poplin, 5 ¼ oz. with lapels, left breast pocket with additional stitched section to accommodate pen or tweezers, two lower pockets, side vent, five-button front, long sleeve, men's style, white	YES	
<b>7. SMOCK</b> 80% polyester/20% cotton poplin, extra-long with ¾ sleeves and patch pockets, button up, light blue.	YES	
<b>8. SHOP COAT</b> 65% polyester/35% combed cotton, 7 ½ oz., twill durable press, two breast pockets, two lower pockets, side vents, five gripper front closure, length 44 ½ inches, postman blue and navy blue color.	YES	
<b>9. INDUSTRIAL WORK SHIRT</b> 65% polyester/35% combed cotton, durable press with soil release finish, two pockets, bar tacked top corners, gripper at neck and six buttons, vertical buttons, 4.5 oz. Leno weave, light blue in color.	YES	
<b>10. INDUSTRIAL WORK SHIRT W/ENHANCED VISIBILITY</b> Red Kap Industries product #SP24WM (brand provided for basic specifications) or City approved equal. 65% Polyester/35% cotton 4.25 oz., two button through front pockets, 2-1/2" hi-visibility yellow stripe with 1/2" 3m scotchlite industrial silver striping sewn down the center, 245 square inches of striping, yellow stripe preferred but will consider orange – note if bidding orange. **See "REFLECTIVE STRIPING"	YES	
<b>11. FLAME RESISTANT WORK SHIRT</b> Nomex IIIA, 93% nomex/5% Kevlar/2% other fabric, 4.5 oz. button down flap chest pockets, long sleeve, light blue	YES	
<b>12. INDUSTRIAL WORK PANT</b> 65% polyester/35% combed cotton, 7.5 oz. special twill, heavy-duty brass zipper, crease resistant finish, front slash pockets, button close back pockets, Men or Woman cut, grey or blue	YES	
<b>13. INDUSTRIAL WORK PANT CARGO</b> 65% polyester/35% combed cotton, 7.5 oz. special twill, heavy-duty brass zipper, crease resistant finish, relaxed cut, two large snap-closure cargo pockets on side, slash front pockets, two back pockets. Men's cut, grey or blue	YES	
<b>14. FLAME RESISTANT INDUSTRIAL WORK PANT</b> Nomex IIIA, meets NFPA standard, 93% Nomex/5% Kevlar/2% other fabric,, 7.5 oz., light blue	YES	

<b>15. INDUSTRIAL TECHNICIAN JACKET</b> Red Kap #JT22-NV (brand provided for basic specifications) or similar approved by City. 7.25 oz. twill 65% polyester/35% combed cotton, lining 100% polyester, waist length, two piece collar with sewn-in stays and top stitched, durable press, solid brass zipper, two lower slash pockets and utility pocket on left sleeve, permanent lining, waist adjustment for flexibility, navy blue	YES	
<b>16. INDUSTRIAL PERMA-LINED SERVICE JACKET</b> Red Kap #JT50 (brand provided for basic specifications) or similar approved by City. 7.25 oz. twill, shell 65% polyester/35% combed cotton, lining 100% polyester, hip length, two piece collar with sewn-in stays and top stitched, durable press, solid brass zipper, 2 lower on-seam pockets and utility pocket on left sleeve, navy blue	YES	
<b>17. SERVICE JACKET W/ENHANCED VISIBILITY</b> Red Kap Industries product #JT30WM (brand provided for basic specifications) or similar City approved equal. Shell 65% polyester/35% combed cotton, 7.25 oz. twill, lining 100% nylon taffeta face, non-woven back 1/8" foam insulation, 245 square inches of striping, 2-1/2" hi-visibility yellow or orange stripe 1/2" 3M scotchlite industrial silver striping sewn down center, striping across chest and back and down arms, two piece unlined collar, pencil pocket on left sleeve, heavy duty brass zipper, two-button adjustable cuff, two slash pockets, quilted lining, zip in/zip out liner. Yellow striping preferred but will consider orange, note if bidding orange. <b>** See "REFLECTIVE STRIPING" below.</b>	YES	
<b>18. NAME TAGS</b> Embroidered border, sewn lettering or heat transfer lettering, above right pocket on coveralls, coats, smocks, jumpsuits, and other appropriate garments as required.	YES	
<b>19. CITY OF SPOKANE LOGO</b> 2" x 4" embroidered border, sewn lettering or heat transfer lettering, above right pocket on jumpsuits, and other appropriate garments as required.	YES	
<b>** REFLECTIVE STRIPING</b> Scotchlite 9910 reflective striping is used to achieve reflectivity on the Red Kap enhanced visibility garments specified above. The reflectivity of the Scotchlite product may degrade rapidly through multiple industrial cleanings. <b>Therefore, prices are to include the cost of the replacement of the reflective striping at 20 to 25 cleanings.</b> Proposers must also be able to demonstrate a garment tracking and reporting system which will assure the City that the reflective striping will be replaced as required.  If for safety considerations, the City determines that the replacement schedule for the reflective striping should be accelerated, the Firm may negotiate for an immediate price adjustment on the affected items.	YES	
<b>20. BIB APRONS</b> 65% polyester/35% cotton, navy color, with two lower pockets and one upper pencil pocket.	YES	
<b>21. ROLL TOWELS</b> 45 yards in length, white or blue	YES	
<b>22. LINT FREE TOWEL</b> 100% cotton, 17" x 26"	YES	

<b>23. BATH TOWEL</b> 100% cotton, 20" x 40"	YES	
<b>24. SHOP TOWEL</b> 100% cotton terry, 12" x 12" industrial towel	YES	
<b>25. BAR TOWEL/DISH TOWEL</b> 100% cotton terry, 17" x 26", food service quality	YES	
<b>26. DUST MOPS, QUICK CHANGE HEADS, AND FRAMES</b> All mops treated and packaged, quick change head and frame, 5" wide ridged frame, clip on handle, full sleeve head with slotted top, snap flap, slot with snap. Must be color coded by size. Sizes listed in Attachment 3, Group 3.	YES	
<b>27. ENTRY MATS</b> Polyester on rubber/gripper back. Sizes listed in Attachment 3, Group 3.	YES	
Please list standard mat colors available. <b>Black, Blue, Red, Brown, Dark Grey</b>		
Please list non-standard colors available at additional cost. <b>A full line of custom colors are available including logo mats.</b>		

## PRICING TABLE B

SEE PART 4 "PROPOSAL CONTENT", PARAGRAPH 4.7 "ATTACHMENT 4 PRICING TABLE" FOR INSTRUCTIONS.

GROUP 1: GARMENTS DESCRIPTION		PRICING BASED ON AWARD DETERMINED BY EACH DEPARTMENT QUANTITIES ARE ESTIMATES ONLY – PROVIDE PRICING EVEN IF QUANTITY IS LISTED AS UNKNOWN, ALTERNATE OPTION, OR 0							
DESCRIPTION	A NOTE EXTRA CHARGE SIZE START POINT FOR SPECIAL- TY LARGE SIZES	B ESTIMATED QUANTITY REQUIRED (inventory units currently in service as rental and clean if in bold)	C ITEM STANDARD LIFE (NUMBER OF MONTHS)	C EXTRA CHARGE AMOUNT FOR SPECIALTY LARGE SIZES	E UNIT PURCHASE ONLY PRICE (ALSO FOR REPLACE- MENT COST)	F PER UNIT PRICE FOR RENTAL ONLY	G UNIT PRICE FOR RENTAL AND ALL CLEANING INCLUDED	H INVEN- TORY % TO BE USED FOR BILLING	I TOTAL RENTAL AND CLEAN COST PER WEEK ( B x G x H)
INDUSTRIAL COVERALLS									
COTTON, BUTTON FRONT		918	36		25.00		.35	100	321.30
POLY/COTTON, ZIP FRONT		As option for above			25.00		.35	100	
POLY/COTTON, ENHANCED VISIBILITY, ZIP FRONT		As option for above			25.00		.35	100	
COTTON, LIGHT ORANGE "LOANER/SEASONAL" (APRIL TO SEPT.)		44	36		30.00		.35	100	30.80
INSULATED COVERALL, POLY/COTTON		95	36		35.00		.40	100	76.00
JUMPSUITS, (SPEEDSUIT), SHORT SLEEVE		8	36		35.00		.40	100	6.40

GROUP 1: GARMENTS		PRICING BASED ON AWARD DETERMINED BY EACH DEPARTMENT							
DESCRIPTION		QUANTITTIES ARE ESTIMATES ONLY – PROVIDE PRICING EVEN IF QUANTITY IS LISTED AS UNKNOWN, ALTERNATE OPTION, OR 0							
DESCRIPTION	A NOTE EXTRA CHARGE SIZE START POINT FOR SPECIAL- TY LARGE SIZES	B ESTIMATED QUANTITY REQUIRED (inventory units currently in service as rental and clean if in bold)	C ITEM STANDARD LIFE (NUMBER OF MONTHS)	C EXTRA CHARGE AMOUNT FOR SPECIALTY LARGE SIZES	E UNIT PURCHASE ONLY PRICE (ALSO FOR REPLACE- MENT COST)	F PER UNIT PRICE FOR RENTAL ONLY	G UNIT PRICE FOR RENTAL AND ALL CLEANING INCLUDED	H INVEN- TORY % TO BE USED FOR BILLING	I TOTAL RENTAL AND CLEAN COST PER WEEK ( B x G x H)
COUNTER COAT (LAB COAT) -Identify with x: PRESSED [ ] or: - STEAM TUNNEL [ ]		34	60		12.00		.25	100	17.00
SMOCK -Identify with x: PRESSED [ ] or: - STEAM TUNNEL [ ]		25	60		12.00		.25	100	12.50
SHOP COAT		20	60		12.00		.25	100	10.00
INDUSTRIAL WORK SHIRT , SHORT SLEEVE -Identify with x: PRESSED [ ] or: -STEAM TUNNEL [ ]		116	60		8.50		.25	100	58.00
INDUSTRIAL WORK SHIRT , LONG SLEEVE Identify with x: - PRESSED [ ] or: -STEAM TUNNEL [ ]		35	60		8.50		.25	100	17.50
INDUSTRIAL WORK PANTS		1351	60		10.00		.25	100	337.75
INDUSTRIAL WORK PANTS, CARGO		61	60		10.00		.25	100	30.50
INDUSTRIAL TECHNICIAN JACKET		51	60		25.00		.35	100	35.70
INDUSTRIAL PERMA-LINED SERVICE JACKET		166	60		25.00		.35	100	58.10

<b>GROUP 1: GARMENTS</b>		<b>PRICING BASED ON AWARD DETERMINED BY EACH DEPARTMENT</b>							
<b>DESCRIPTION</b>		<b>QUANTITIES ARE ESTIMATES ONLY – PROVIDE PRICING EVEN IF QUANTITY IS LISTED AS UNKNOWN, ALTERNATE OPTION, OR 0</b>							
DESCRIPTION	A NOTE EXTRA CHARGE SIZE START POINT FOR SPECIAL- TY LARGE SIZES	B ESTIMATED QUANTITY REQUIRED (inventory units currently in service as rental and clean if in bold)	C ITEM STANDARD LIFE (NUMBER OF MONTHS)	C EXTRA CHARGE AMOUNT FOR SPECIALTY LARGE SIZES	E UNIT PURCHASE ONLY PRICE (ALSO FOR REPLACE- MENT COST)	F PER UNIT PRICE FOR RENTAL ONLY	G UNIT PRICE FOR RENTAL AND ALL CLEANING INCLUDED	H INVEN- TORY % TO BE USED FOR BILLING	I TOTAL RENTAL AND CLEAN COST PER WEEK ( B x G x H)
INDUSTRIAL WORK SHIRT, FLAME RESISTANT, NOMEX, LONG SLEEVE		409	60		55.00		.45	100	184.05
INDUSTRIAL WORK PANT, FLAME RESISTANT, NOMEX		403	60		55.00		.45	100	181.35
INDUSTRIAL WORK SHIRT WITH ENHANCED VISIBILITY, REFLECTIVE 3M SCOTCHLITE MATERIAL, 2-1/2 YELLOW STRIPING DOWN ARMS AND AROUND CHEST AND BACK, LONG SLEEVE, GREY		1214	60		30.00		.35	100	424.90
INDUSTRIAL JACKET WITH ENHANCED VISIBILITY (REFLECTIVE STRIPING)		228	60		35.00		.35	100	79.80
HIGH VISIBILITY T-SHIRT – LIME COLOR, SHORT SLEEVE (CURRENTLY PURCHASE ONLY)		303			30.00				
HIGH VISIBILITY WINTER COAT (LIME COLOR), ZIPPER, ANSI CLASS 2 (CURRENTLY PURCHASE ONLY)		105			65.00				
HIGH VISIBILITY WINTER COAT LIME COLOR, HOOD, WATERPROOF, ZIPPER, ZIP IN/OUT LINER ANSI CLASS 3 (CURRENTLY PURCHASE ONLY)		as option for above							

<b>GROUP 1: GARMENTS</b>		<b>PRICING BASED ON AWARD DETERMINED BY EACH DEPARTMENT</b>							
<b>DESCRIPTION</b>		<b>QUANTITTIES ARE ESTIMATES ONLY – PROVIDE PRICING EVEN IF QUANTITY IS LISTED AS UNKNOWN, ALTERNATE OPTION, OR 0</b>							
<b>DESCRIPTION</b>	<b>A NOTE EXTRA CHARGE SIZE START POINT FOR SPECIAL- TY LARGE SIZES</b>	<b>B ESTIMATED QUANTITY REQUIRED (inventory units currently in service as rental and clean if in bold)</b>	<b>C ITEM STANDARD LIFE (NUMBER OF MONTHS)</b>	<b>C EXTRA CHARGE AMOUNT FOR SPECIALTY LARGE SIZES</b>	<b>E UNIT PURCHASE ONLY PRICE (ALSO FOR REPLACE- MENT COST)</b>	<b>F PER UNIT PRICE FOR RENTAL ONLY</b>	<b>G UNIT PRICE FOR RENTAL AND ALL CLEANING INCLUDED</b>	<b>H INVEN- TORY % TO BE USED FOR BILLING</b>	<b>I TOTAL RENTAL AND CLEAN COST PER WEEK ( B x G x H)</b>
ZIP-UP WINTER HOODIE, HIGH VISIBILITY LIME COLOR, ANSI CLASS 2 (CURRENTLY PURCHASE ONLY)		105			75.00				
ZIP-UP WINTER HOODIE, HIGH VISIBILITY LIME COLOR, ANSI CLASS 3 (CURRENTLY PURCHASE ONLY)		as option for above			100.00				
ALTERATIONS OF INDUSTRIAL COVERALLS (SEE TECHNICAL SPECIFICATIONS, SECTION III)		Unknown			N/C				
CITY LOGO 2" X 4" APPLIED ON ALL APPLICABLE GARMENTS		Unknown			N/C				
EMBOSSSED NAME TAGS APPLIED ON ALL APPLICABLE GARMENTS		Unknown			N/C				
INDENTIFICATION TAGS APPLIED ON INSIDE OF ALL GARMENTS		Unknown			N/C				
<b>GROUP 1: TOTAL GARMENT COST</b>								<b>(TOTAL)</b>	<b>1881.05</b>

**\*OTHER CLOTHING/ITEMS APPLICABLE TO GROUP 1 – PURCHASE % 25 OFF LIST PRICE. (PROVIDE DISCOUNT PERCENTAGE)**

GROUP 2: TOWELS AND LINEN DESCRIPTION		PRICING BASED ON AWARD DETERMINED BY EACH DEPARTMENT QUANTITTIES ARE ESTIMATES ONLY – PROVIDE PRICING EVEN IF QUANTITY IS LISTED AS UNKNOWN, ALTERNATE OPTION, OR 0						
DESCRIPTION	A ESTIMATED QUANTITY REQUIRED (inventory units currently in service for rental and clean if in bold)	B ITEM STANDARD LIFE (NUMBER OF MONTHS)	C ITEM STANDARD LIFE (NUMBER OF MONTHS)	D UNIT PURCHASE PRICE ONLY (ASLO FOR REPLACE- MENT COST)	E PER UNIT PRICE FOR RENTAL ONLY	F UNIT PRICE FOR RENTAL AND ALL CLEANING INCLUDED	G INVEN- TORY % TO BE USED FOR BILLING	H TOTAL RENTAL AND CLEAN COST PER WEEK ( A x F x G)
ROLL TOWELS	40	N/A		12.00		.45	100	36.00
COTTON LINT-FREE 17 X 26	unknown	N/A		.25		.05	100	
BATH TOWEL 22 X 44	150	N/A		.25		.09	100	27.00
SHOP TOWEL, COTTON TERRY 12 X 12	2000	N/A		.25		.04	100	160.00
BAR TOWEL/DISH TOWEL	720	N/A		.25		.04	100	57.50
POLISH TOWEL 20 X 40, MICROFIBER	150	N/A		.25		.10	100	30.00
GLASS TOWEL	1200	N/A		.25		.10	100	120.00
PRINTER TOWEL, BLUE, 18 X 18	100	N/A		.25		.15	100	12.00
SHEETS 81 X 102	40	N/A		4.50		.15	100	12.00
PILLOW CASES 42 X 36	10	N/A		1.50		.08	100	1.60
THERMAL BLANKETS, TWIN SIZE	5	N/A		15.00		.50	100	5.00
SEAT COVERS	unknown			5.50		.15	100	
GROUP 2: TOTAL TOWEL & LINEN COST							(TOTAL)	461.10

\*OTHER ITEMS APPLICABLE TO GROUP 2 – PURCHASE % 25 OFF LIST PRICE. (PROVIDE DISCOUNT PERCENTAGE)

GROUP 3: MISCELLANEOUS DESCRIPTION		PRICING BASED ON AWARD DETERMINED BY EACH DEPARTMENT QUANTITIES ARE ESTIMATES ONLY – PROVIDE PRICING EVEN IF QUANTITY IS LISTED AS UNKNOWN, ALTERNATE OPTION, OR 0						
DESCRIPTION	A ESTIMATED QUANTITY REQUIRED (inventory units currently in service for rental and clean if in bold)	B ITEM STANDARD LIFE (NUMBER OF MONTHS)	C ITEM STANDARD LIFE (NUMBER OF MONTHS)	D UNIT PURCHASE PRICE ONLY (ASLO FOR REPLACE- MENT COST)	E PER UNIT PRICE FOR RENTAL ONLY	F UNIT PRICE FOR RENTAL AND ALL CLEANING INCLUDED	G INVEN- TORY % TO BE USED FOR BILLING	H TOTAL COST PER WEEK (A x F x G)
ENTRY MATS: STANDARD COLORS:								
2' X 3'	0			25.00			50	
2' X 4'	0			25.00			50	
3' X 5'	186	N/A		35.00		.90	50	83.70
3' X 5' SCRAPER	26	N/A		35.00		.90	100	32.50
3' X 5' SOAKER PADS	10	N/A		35.00		1.25	50	6.25
3' X 10'	75	N/A		35.00		1.25	50	67.50
4' X 6'	200	N/A		45.00		1.40	50	140.00
4' X 8'	0	N/A						
BIB APRONS	0	N/A						
DUST MOP HEADS: 18"	0	N/A						
24"	30	N/A		5.00		.40	50	6.00
36"	20	N/A		5.00		.40	50	4.00
48"	2	N/A		5.00		.50	50	.50
60"	0	N/A						
WET MOP	25	N/A		12.00		.80	50	10.00
WET MOP ANIT-MICROBIAL STRING LOOP ENDS	0							
LAUNDRY BAG	60	N/A						

GROUP 3: MISCELLANEOUS DESCRIPTION		PRICING BASED ON AWARD DETERMINED BY EACH DEPARTMENT QUANTITIES ARE ESTIMATES ONLY – PROVIDE PRICING EVEN IF QUANTITY IS LISTED AS UNKNOWN, ALTERNATE OPTION, OR 0						
DESCRIPTION	A ESTIMATED QUANTITY REQUIRED (inventory units currently in service for rental and clean if in bold)	B ITEM STANDARD LIFE (NUMBER OF MONTHS)	C ITEM STANDARD LIFE (NUMBER OF MONTHS)	D UNIT PURCHASE PRICE ONLY (ASLO FOR REPLACE- MENT COST)	E PER UNIT PRICE FOR RENTAL ONLY	F UNIT PRICE FOR RENTAL AND ALL CLEANING INCLUDED	G INVEN- TORY % TO BE USED FOR BILLING	H TOTAL COST PER WEEK (A x F x G)
LAUNDRY BAG STAND	20				N/C			
WET MOP HANDLE	5				N/C			
DUST MOP FRAMES & HANDLES: 24"	6				N/C			
36"	0				N/C			
42"	0				N/C			
60"	0				N/C			
ROLL TOWEL CABINET – EQUIPPED WITH TOWEL RESTRAINTS	2			95.00	N/C			
NITRILE GLOVES	25			85.00				
GROUP 3: TOTAL GARMENT COST							(TOTAL)	

\*OTHER ITEMS APPLICABLE TO GROUP 3 – PURCHASE % 25 OFF LIST PRICE. (PROVIDE DISCOUNT PERCENTAGE)

\*MISCELLANEOUS JANITORIAL SERVICES SUCH AS PROVIDING TOILET PAPER, HAND SOAP, URINAL SCREENS, ETC. CAN BE INCLUDED IF REQUESTED BY DEPARTMENT. PROVIDE DISCOUNT PERCENTAGE OFF LIST PRICE TO BE USED FOR ADDING THESE SERVICES:

PURCHASE % 25 OFF LIST PRICE. (PROVIDE DISCOUNT PERCENTAGE)



**City of Spokane**

**MASTER CONTRACT RENEWAL**

**Title: GARMENT/LINEN RENTAL  
AND LAUNDRY SERVICES**

This Master Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **UNIFIRST CORPORATION**, whose address is 3200 East Trent Avenue, Building 5, Suite C, Spokane Valley, Washington 99202 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein the Contractor agreed to provide NON-EXCLUSIVE GARMENT/LINEN RENTAL AND LAUNDRY SERVICES FOR VARIOUS CITY DEPARTMENTS; and*

*WHEREAS, 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 April 28, 2016, 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 TERM.**

This Contract Renewal shall become effective on June 1, 2021 and shall run through May 31, 2026.

**3. COMPENSATION.**

The City shall compensate the Contractor in accordance with Request for Proposal, Proposal Response, and Attachment A - Technical Specifications and Pricing Schedule. Attachment A included herein by reference. Payment will only be made for products or services requested, received, and accepted. This is a unit-price contract with no guarantee of payment amount.

**4. 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.

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.

**UNIFIRST 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:**

Attachment A – Technical Specifications and Pricing Schedule

Attachment B - Certificate of Debarment

21-075

**ATTACHMENT 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.

<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Subrecipient / Contractor / Consultant (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Program Title (Type or Print)
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Signature
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Title of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Date (Type or Print)

## ATTACHMENT A

### TECHNICAL SPECIFICATIONS AND PRICING SCHEDULE

#### ORIGINAL PRODUCT/EQUIPMENT MANUFACTURER

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.

NAME	ADDRESS	ZIP
UNIFIRST CORPORATION	608 JONSPIN RD.	WILMINGTON, MA 01887
RED KAP	545 MARRIOTT DRIVE STE. 200	NASHVILLE, TN 37214

Firm must acknowledge each individual specification shown below as follows:




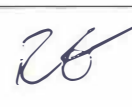
**A. "To Be Supplied" Column**











Firm will initial when the product offered is equal to or better than the individual specification. State your exact capabilities if different from specification stated or a tolerance is given.










**B. "Exceptions" Column**

Explain all exceptions to specification as stated.

**NOTE: All equivalents (substitutes) require explanation. (Use additional paper with reference to item number and respective question number). The City will determine if an item is acceptable as an equivalent after evaluation.**

ITEM	TO BE SUPPLIED	EXCEPTIONS
<b>1. INDUSTRIAL BUTTON COVERALL</b> 100% cotton, metal buttons on fly front, pointed notched lapel collar, bi-swing back, two breast pockets, two hip pockets, two tool pockets, two set in swing pockets for total of seven pockets, snap cuff, six (6) inch side vent openings to accommodate rolling up of sleeves, bar tacks at stress points, 8.5 oz., postman blue color. Light orange color upon request.		
<b>2. INDUSTRIAL ZIP COVERALL</b> 65% polyester/35% combed cotton, bi-swing action back, set-in front "swing pockets" with side openings, two breast pockets, two hip pockets, rule pocket on right leg, hemmed sleeves, two-way front zipper with gripper at top of neck and bottom of fly, 7.5 oz. twill. -snap cuff		
<b>3. INDUSTRIAL INSULATED ZIP COVERALL</b> 65% polyester/35% combed cotton permanent press twill, bi-swing action back, set-in front "swing pockets" with side openings, two breast pockets, two hip pockets, rule pocket on right leg, hemmed sleeves, two-way front zipper with gripper at top and bottom, leg seam zippers, warm quilted lining, 7.75 oz., -snap cuff, navy		
<b>4. INDUSTRIAL ZIP COVERALL - ENHANCED VISIBILITY</b> 65% polyester/35% combed cotton, bi-swing action back, set-in front "swing pockets" with side openings, two breast pockets, two hip pockets, rule pocket on right leg, hemmed sleeves, two-way front zipper with gripper at top of neck		

and bottom of fly, 7.75 oz. twill. –snap cuff, Scotchlite 3M reflective striping is used to achieve reflectivity, 2-1/2" around chest and back, two rows around thighs.		
<b>5. JUMPSUIT (SPEEDSUIT)</b> Permanent press, 6 oz., 65% polyester/35% combed cotton poplin, long sleeve, elastic waist in back with two pleats, two breast pockets, two lower front pockets and two back pockets, solid brass full front, two-way brass zipper with gripper at the collar, royal blue or similar in color.		
<b>6. COUNTER COAT (LAB COAT)</b> Full Length (approximately 41 inches), 80% polyester/20% cotton poplin, 5 1/4 oz. with lapels, left breast pocket with additional stitched section to accommodate pen or tweezers, two lower pockets, side vent, five-button front, long sleeve, men's style, white		
<b>7. SMOCK</b> 80% polyester/20% cotton poplin, extra-long with 3/4 sleeves and patch pockets, button up, light blue.		
<b>8. SHOP COAT</b> 65% polyester/35% combed cotton, 7 1/2 oz., twill durable press, two breast pockets, two lower pockets, side vents, five gripper front closure, length 44 1/2 inches, postman blue and navy blue color.		
<b>9. INDUSTRIAL WORK SHIRT</b> 65% polyester/35% combed cotton, durable press with soil release finish, two pockets, bar tacked top corners, gripper at neck and six buttons, vertical buttons, 4.5 oz. Leno weave, light blue in color.		
<b>10. INDUSTRIAL WORK SHIRT W/ENHANCED VISIBILITY</b> Red Kap Industries product #SP24WM (brand provided for basic specifications) or City approved equal. 65% Polyester/35% cotton 4.25 oz., two button through front pockets, 2-1/2" hi-visibility yellow stripe with 1/2" 3m scotchlite industrial silver striping sewn down the center, 245 square inches of striping, yellow stripe preferred but will consider orange – note if bidding orange. **See "REFLECTIVE STRIPING"		
<b>11. FLAME RESISTANT WORK SHIRT</b> Nomex IIIA, 93% nomex/5% Kevlar/2% other fabric, 4.5 oz. button down flap chest pockets, long sleeve, light blue		
<b>12. INDUSTRIAL WORK PANT</b> 65% polyester/35% combed cotton, 7.5 oz. special twill, heavy-duty brass zipper, crease resistant finish, front slash pockets, button close back pockets, Men or Woman cut, grey or blue		
<b>13. INDUSTRIAL WORK PANT CARGO</b> 65% polyester/35% combed cotton, 7.5 oz. special twill, heavy-duty brass zipper, crease resistant finish, relaxed cut, two large snap-closure cargo pockets on side, slash front pockets, two back pockets. Men's cut, grey or blue		
<b>14. FLAME RESISTANT INDUSTRIAL WORK PANT</b> Nomex IIIA, meets NFPA standard, 93% Nomex/5% Kevlar/2% other fabric,, 7.5 oz., light blue		

<p><b>15. INDUSTRIAL TECHNICIAN JACKET</b>  Red Kap #JT22-NV (brand provided for basic specifications) or similar approved by City. 7.25 oz. twill 65% polyester/35% combed cotton, lining 100% polyester, waist length, two piece collar with sewn-in stays and top stitched, durable press, solid brass zipper, two lower slash pockets and utility pocket on left sleeve, permanent lining, waist adjustment for flexibility, navy blue</p>		
<p><b>16. INDUSTRIAL PERMA-LINED SERVICE JACKET</b>  Red Kap #JT50 (brand provided for basic specifications) or similar approved by City. 7.25 oz. twill, shell 65% polyester/35% combed cotton, lining 100% polyester, hip length, two piece collar with sewn-in stays and top stitched, durable press, solid brass zipper, 2 lower on-seam pockets and utility pocket on left sleeve, navy blue</p>		
<p><b>17. SERVICE JACKET W/ENHANCED VISIBILITY</b>  Red Kap Industries product #JT30WM (brand provided for basic specifications) or similar City approved equal. Shell 65% polyester/35% combed cotton, 7.25 oz. twill, lining 100% nylon taffeta face, non-woven back 1/8" foam insulation, 245 square inches of striping, 2-1/2" hi-visibility yellow or orange stripe 1/2" 3M scotchlite industrial silver striping sewn down center, striping across chest and back and down arms, two piece unlined collar, pencil pocket on left sleeve, heavy duty brass zipper, two-button adjustable cuff, two slash pockets, quilted lining, zip in/zip out liner. Yellow striping preferred but will consider orange, note if bidding orange.  <b>** See "REFLECTIVE STRIPING" below.</b></p>		
<p><b>18. NAME TAGS</b>  Embroidered border, sewn lettering or heat transfer lettering, above right pocket on coveralls, coats, smocks, jumpsuits, and other appropriate garments as required.</p>		
<p><b>19. CITY OF SPOKANE LOGO</b>  2" x 4" embroidered border, sewn lettering or heat transfer lettering, above right pocket on jumpsuits, and other appropriate garments as required.</p>		
<p><b>** REFLECTIVE STRIPING</b>  Scotchlite 9910 reflective striping is used to achieve reflectivity on the Red Kap enhanced visibility garments specified above. The reflectivity of the Scotchlite product may degrade rapidly through multiple industrial cleanings. <b>Therefore, prices are to include the cost of the replacement of the reflective striping at 20 to 25 cleanings.</b> Proposers must also be able to demonstrate a garment tracking and reporting system which will assure the City that the reflective striping will be replaced as required.   If for safety considerations, the City determines that the replacement schedule for the reflective striping should be accelerated, the Firm may negotiate for an immediate price adjustment on the affected items.</p>		
<p><b>20. BIB APRONS</b>  65% polyester/35% cotton, navy color, with two lower pockets and one upper pencil pocket.</p>		
<p><b>21. ROLL TOWELS</b>  45 yards in length, white or blue</p>		
<p><b>22. LINT FREE TOWEL</b>  100% cotton, 17" x 26"</p>		

<b>23. BATH TOWEL</b> 100% cotton, 20" x 40"		<i>RB</i>	
<b>24. SHOP TOWEL</b> 100% cotton terry, 12" x 12" industrial towel		<i>RB</i>	
<b>25. BAR TOWEL/DISH TOWEL</b> 100% cotton terry, 17" x 26", food service quality		<i>RB</i>	
<b>26. DUST MOPS, QUICK CHANGE HEADS, AND FRAMES</b> All mops treated and packaged, quick change head and frame, 5" wide ridged frame, clip on handle, full sleeve head with slotted top, snap flap, slot with snap. Must be color coded by size. Sizes listed in Attachment 3, Group 3.		<i>RB</i>	
<b>27. ENTRY MATS</b> Polyester on rubber/gripper back. Sizes listed in Attachment 3, Group 3.		<i>RB</i>	
Please list standard mat colors available.  <i>ATTACHED</i>			
Please list non-standard colors available at additional cost.  <i>ALL COLORS PROVIDED ON CUSTOM MATS</i>			

## PRICING TABLE B

SEE PART 4 "PROPOSAL CONTENT", PARAGRAPH 4.7 "ATTACHMENT 4 PRICING TABLE" FOR INSTRUCTIONS.

GROUP 1: GARMENTS DESCRIPTION		PRICING BASED ON AWARD BY EACH DEPARTMENT QUANTITIES ARE ESTIMATES ONLY – PROVIDE PRICING EVEN IF QUANTITY IS LISTED AS UNKNOWN, ALTERNATE OPTION, OR 0							
DESCRIPTION	A NOTE EXTRA CHARGE SIZE START POINT FOR SPECIAL- TY LARGE SIZES	B ESTIMATED QUANTITY REQUIRED (inventory units currently in service as rental and clean if in bold)	C ITEM STANDARD LIFE (NUMBER OF MONTHS)	C EXTRA CHARGE AMOUNT FOR SPECIALTY LARGE SIZES *One time charge for each specialty size	E UNIT PURCHASE ONLY PRICE (ALSO FOR REPLACE- MENT COST)	F PER UNIT PRICE FOR RENTAL ONLY	G UNIT PRICE FOR RENTAL AND ALL CLEANING INCLUDED	H INVEN- TORY % TO BE USED FOR BILLING	I TOTAL RENTAL AND CLEAN COST PER WEEK ( B x G x H)
INDUSTRIAL COVERALLS									
COTTON, BUTTON FRONT	52-58 60-64 66 up	<b>918</b>	18	\$3.65 \$6.15 \$8.35	\$26.59	\$0.449	\$0.449	100	\$412.182
POLY/COTTON, ZIP FRONT	52-58 60-64 66 up	As option for above	18	\$3.65 \$6.15 \$8.35	\$21.72	\$0.293	\$0.293	100	
POLY/COTTON, ENHANCED VISIBILITY, ZIP FRONT	52-58 60-64 66 up	As option for above	18	\$3.65 \$6.15 \$8.35	\$46.96	\$0.655	\$0.655	100	
COTTON, LIGHT ORANGE "LOANER/SEASONAL" (APRIL TO SEPT.)	52-58 60-64 66 up	<b>44</b>	18	\$3.65 \$6.15 \$8.35	\$26.59	\$0.449	\$0.449	100	\$19.756

GROUP 1: GARMENTS DESCRIPTION		PRICING BASED ON AWARD BY EACH DEPARTMENT QUANTITIES ARE ESTIMATES ONLY – PROVIDE PRICING EVEN IF QUANTITY IS LISTED AS UNKNOWN, ALTERNATE OPTION, OR 0							
DESCRIPTION	A NOTE EXTRA CHARGE SIZE START POINT FOR SPECIAL- TY LARGE SIZES	B ESTIMATED QUANTITY REQUIRED (inventory units currently in service as rental and clean if in bold)	C ITEM STANDARD LIFE (NUMBER OF MONTHS)	C EXTRA CHARGE AMOUNT FOR SPECIALTY LARGE SIZES *One time charge for each specialty size	E UNIT PURCHASE ONLY PRICE (ALSO FOR REPLACE- MENT COST)	F PER UNIT PRICE FOR RENTAL ONLY	G UNIT PRICE FOR RENTAL AND ALL CLEANING INCLUDED	H INVEN- TORY % TO BE USED FOR BILLING	I TOTAL RENTAL AND CLEAN COST PER WEEK ( B x G x H)
INSULATED COVERALL , POLY/COTTON	52-58 60-64 66 up	95	18	\$3.65 \$6.15 \$8.35	\$54.68	\$0.735	\$0.735	100	\$69.825
JUMPSUITS, (SPEEDSUIT), SHORT SLEEVE	52-58 60-64 66 up	8	18	\$3.65 \$6.15 \$8.35	\$23.28	\$0.346	\$0.346	100	\$2.768
COUNTER COAT (LAB COAT) -Identify with x: PRESSED [ ] or: - STEAM TUNNEL [ x ]	50-56 58 up	34	18	\$2.65 \$3.20	\$12.58	\$0.164	\$0.164	100	\$5.576
SMOCK -Identify with x: PRESSED [ ] or: - STEAM TUNNEL [ x ]	50-56 58 up	25	18	\$2.65 \$3.20	\$9.75	\$0.127	\$0.127	100	\$3.175
SHOP COAT	50-56 58 up	20	18	\$2.65 \$3.20	\$20.33	\$0.278	\$0.278	100	\$5.56
INDUSTRIAL WORK SHIRT , SHORT SLEEVE -Identify with x: PRESSED [ x ] or: -STEAM TUNNEL [ ]	2XL-6XL 7XL up	116	18	\$2.40 \$4.00	\$8.54	\$0.118	\$0.118	100	\$13.688
INDUSTRIAL WORK SHIRT , LONG SLEEVE Identify with x: - PRESSED [ x ] or: -STEAM TUNNEL [ ]	2XL-6XL 7XL up	35	18	\$2.40 \$4.00	\$10.24	\$0.140	\$0.140	100	\$4.90

GROUP 1: GARMENTS		PRICING BASED ON AWARD BY EACH DEPARTMENT							
DESCRIPTION		QUANTITTIES ARE ESTIMATES ONLY –PROVIDE PRICING EVEN IF QUANTITY IS LISTED AS UNKNOWN, ALTERNATE OPTION, OR 0							
DESCRIPTION	A NOTE EXTRA CHARGE SIZE START POINT FOR SPECIAL- TY LARGE SIZES	B ESTIMATED QUANTITY REQUIRED (inventory units currently in service as rental and clean if in bold)	C ITEM STANDARD LIFE (NUMBER OF MONTHS)	C EXTRA CHARGE AMOUNT FOR SPECIALTY LARGE SIZES *One time charge for each specialty size	E UNIT PURCHASE ONLY PRICE (ALSO FOR REPLACE- MENT COST)	F PER UNIT PRICE FOR RENTAL ONLY	G UNIT PRICE FOR RENTAL AND ALL CLEANING INCLUDED	H INVEN- TORY % TO BE USED FOR BILLING	I TOTAL RENTAL AND CLEAN COST PER WEEK ( B x G x H)
INDUSTRIAL WORK PANTS	44-48 50-56 58 up	1351	18	\$2.95 \$3.45 \$4.00	\$13.72	\$0.192	\$0.192	100	\$259.392
INDUSTRIAL WORK PANTS, CARGO	44-48 50-56 58 up	61	18	\$2.95 \$3.45 \$4.00	\$17.60	\$0.240	\$0.240	100	\$14.64
INDUSTRIAL TECHNICIAN JACKET	2XL-5XL 6XL 7XL up	51	18	\$3.65 \$6.15 \$8.35	\$22.63	\$0.342	\$0.342	100	\$17.442
INDUSTRIAL PERMA-LINED SERVICE JACKET	2XL-5XL 6XL 7XL up	166	18	\$3.65 \$6.15 \$8.35	\$26.36	\$0.379	\$0.379	100	\$62.914
INDUSTRIAL WORK SHIRT, FLAME RESISTANT, NOMEX, LONG SLEEVE	2XL-6XL 7XL up	409	30	\$2.40 \$4.00	\$64.82	\$0.417	\$0.417	100	\$170.553
INDUSTRIAL WORK PANT, FLAME RESISTANT, NOMEX	44-48 50-56 58 up	403	30	\$2.95 \$3.45 \$4.00	\$69.11	\$0.434	\$0.434	100	\$174.902

GROUP 1: GARMENTS		PRICING BASED ON AWARD BY EACH DEPARTMENT QUANTITIES ARE ESTIMATES ONLY – PROVIDE PRICING EVEN IS QUANTITY IF LISTED AS UNKNOWN, ALTERNATE OPTION, OR 0							
DESCRIPTION									
DESCRIPTION	A NOTE EXTRA CHARGE SIZE START POINT FOR SPECIAL- TY LARGE SIZES	B ESTIMATED QUANTITY REQUIRED (inventory units currently in service as rental and clean if in bold)	C ITEM STANDARD LIFE (NUMBER OF MONTHS)	C EXTRA CHARGE AMOUNT FOR SPECIALTY LARGE SIZES *One time charge for each specialty size	E UNIT PURCHASE ONLY PRICE (ALSO FOR REPLACE- MENT COST)	F PER UNIT PRICE FOR RENTAL ONLY	G UNIT PRICE FOR RENTAL AND ALL CLEANING INCLUDED	H INVEN- TORY % TO BE USED FOR BILLING	I TOTAL RENTAL AND CLEAN COST PER WEEK ( B x G x H)
INDUSTRIAL WORK SHIRT WITH ENHANCED VISIBILITY, REFLECTIVE 3M SCOTCHLITE MATERIAL, 2-1/2 YELLOW STRIPING DOWN ARMS AND AROUND CHEST AND BACK, LONG SLEEVE, GREY	2XL-6XL 7XL up	1214	18	\$2.40 \$4.00	\$21.41	\$0.323	\$0.323	100	\$392.122
INDUSTRIAL JACKET WITH ENHANCED VISIBILITY (REFLECTIVE STRIPING)	2XL-5XL 6XL 7XL up	228	18	\$3.65 \$6.15 \$8.35	\$41.53	\$0.701	\$0.701	100	\$159.828
HIGH VISIBILITY T-SHIRT – LIME COLOR, SHORT SLEEVE (CURRENTLY PURCHASE ONLY)	2XL-3XL 4XL-6XL	303		\$1.00 \$2.00	\$7.99				
HIGH VISIBILITY WINTER COAT (LIME COLOR), ZIIPPER, ANSI CLASS 2 (CURRENTLY PURCHASE ONLY)	2XL-5XL 6XL 7XL up	105		\$3.65 \$6.15 \$8.35	\$72.99				
HIGH VISIBILITY WINTER COAT LIME COLOR, HOOD, WATERPROOF, ZIIPPER, ZIP IN/OUT LINER ANSI CLASS 3 (CURRENTLY PURCHASE ONLY)	2XL-5XL 6XL 7XL up	as option for above		\$3.65 \$6.15 \$8.35	\$95.99				
ZIP-UP WINTER HOODIE, HIGH VISIBILITY LIME COLOR, ANSI CLASS 2 (CURRENTLY PURCHASE ONLY)		105		See Class 3 option					

GROUP 1: GARMENTS		PRICING BASED ON AWARD BY EACH DEPARTMENT							
DESCRIPTION		QUANTITTIES ARE ESTIMATES ONLY – PROVIDE PRICING EVEN IF QUANTITY IS LISTED AS UNKNOWN, ALTERNATE OPTION, OR 0							
DESCRIPTION	A NOTE EXTRA CHARGE SIZE START POINT FOR SPECIAL- TY LARGE SIZES	B ESTIMATED QUANTITY REQUIRED (inventory units currently in service as rental and clean if in bold)	C ITEM STANDARD LIFE (NUMBER OF MONTHS)	C EXTRA CHARGE AMOUNT FOR SPECIALTY LARGE SIZES *One time charge for each specialty size	E UNIT PURCHASE ONLY PRICE (ALSO FOR REPLACE- MENT COST)	F PER UNIT PRICE FOR RENTAL ONLY	G UNIT PRICE FOR RENTAL AND ALL CLEANING INCLUDED	H INVEN- TORY % TO BE USED FOR BILLING	I TOTAL RENTAL AND CLEAN COST PER WEEK ( B x G x H)
ZIP-UP WINTER HOODIE, HIGH VISIBILITY LIME COLOR, ANSI CLASS 3 (CURRENTLY PURCHASE ONLY)	2XL-5XL 6XL 7XL up	as option for above		\$3.65 \$6.15 \$8.35	\$54.71				
ALTERATIONS OF INDUSTRIAL COVERALLS (SEE TECHNICAL SPECIFICATIONS, SECTION III)	N/A	Unknown		No Charge, Garment may become Non- Standard and therefore subject to Buy-Back					
CITY LOGO 2" X 4" APPLIED ON ALL APPLICABLE GARMENTS		Unknown			\$1.25	\$1.25	\$1.25		
EMBOSSED NAME TAGS APPLIED ON ALL APPLICABLE GARMENTS		Unknown			\$0.35	\$0.35	\$0.35		
INDENTIFICATION TAGS APPLIED ON INSIDE OF ALL GARMENTS		Unknown			\$0.50	\$0.50	\$0.50		
GROUP 1: TOTAL GARMENT COST								(TOTAL)	1789.223

\*OTHER CLOTHING/ITEMS APPLICABLE TO GROUP 1 – PURCHASE % \_Already applied\_ OFF LIST PRICE. (PROVIDE DISCOUNT PERCENTAGE)

GROUP 2: TOWELS AND LINEN DESCRIPTION		PRICING BASED ON AWARD BY EACH DEPARTMENT QUANTITTIES ARE ESTIMATES ONLY – PROVIDE PRICING EVEN IF QUANTITY IS LISTED AS UNKNOWN, ALTERNATE OPTION, OR 0						
DESCRIPTION	A ESTIMATED QUANTITY REQUIRED (inventory units currently in service for rental and clean if in bold)	B ITEM STANDARD LIFE (NUMBER OF MONTHS)	C ITEM STANDARD LIFE (NUMBER OF MONTHS)	D UNIT PURCHASE PRICE ONLY (ASLO FOR REPLACE- MENT COST)	E PER UNIT PRICE FOR RENTAL ONLY	F UNIT PRICE FOR RENTAL AND ALL CLEANING INCLUDED	G INVEN- TORY % TO BE USED FOR BILLING	H TOTAL RENTAL AND CLEAN COST PER WEEK ( A x F x G)
ROLL TOWELS	40			\$21.24	\$2.04	\$2.04	50	\$40.80
COTTON LINT-FREE 17 X 26	unknown			\$0.51	\$0.19	\$0.19	50	
BATH TOWEL 22 X 44	150			\$2.22	\$0.34	\$0.34	50	\$26.52
SHOP TOWEL, COTTON TERRY 12 X 12	2000			\$0.25	\$0.05	\$0.05	50	\$60.00
BAR TOWEL/DISH TOWEL	720			\$0.50	\$0.07	\$0.07	50	\$32.20
POLISH TOWEL 20 X 40, MICROFIBER	150			\$1.96	\$0.16	\$0.16	50	\$17.88
GLASS TOWEL	1200			\$1.31	\$0.09	\$0.09	50	\$101.16
PRINTER TOWEL, BLUE, 18 X 18	100			\$0.17	\$0.17	\$0.17	50	\$8.84
SHEETS 81 X 102	40			\$11.35	\$1.50	\$1.50	50	\$71.35
PILLOW CASES 42 X 36	10			\$1.75	\$0.95	\$0.95	50	\$4.75
THERMAL BLANKETS, TWIN SIZE	5			\$35.98	\$1.60	\$1.60	50	\$3.20
SEAT COVERS	unknown			\$5.92	\$0.82	\$0.82	50	
GROUP 2: TOTAL TOWEL & LINEN COST							(TOTAL)	\$312.70

**\*OTHER ITEMS APPLICABLE TO GROUP 2 – PURCHASE % \_Already applied\_ OFF LIST PRICE. (PROVIDE DISCOUNT PERCENTAGE)**

GROUP 3: MISCELLANEOUS DESCRIPTION		PRICING BASED ON AWARD BY EACH DEPARTMENT QUANTITTIES ARE ESTIMATES ONLY – PROVIDE PRICING EVEN IF QUANTITY IS LISTED AS UNKNOWN, ALTERNATE OPTION, OR 0						
DESCRIPTION	A ESTIMATED QUANTITY REQUIRED (inventory units currently in service for rental and clean if in bold)	B ITEM STANDARD LIFE (NUMBER OF MONTHS)	C ITEM STANDARD LIFE (NUMBER OF MONTHS)	D UNIT PURCHASE PRICE ONLY (ASLO FOR REPLACE- MENT COST)	E PER UNIT PRICE FOR RENTAL ONLY	F UNIT PRICE FOR RENTAL AND ALL CLEANING INCLUDED	G INVEN- TORY % TO BE USED FOR BILLING	H TOTAL COST PER WEEK ( A x F x G)
ENTRY MATS: STANDARD COLORS:								
2' X 3'	0			\$11.90	\$0.49	\$0.49	50	
2' X 4'	0			\$23.92	\$0.98	\$0.98	50	
3' X 5'	186			\$33.46	\$1.22	\$1.22	50	\$113.46
3' X 5' SCRAPER	26			\$46.63	\$1.22	\$1.22	50	\$15.86
3' X 5' SOAKER PADS	10			\$33.46	\$1.22	\$1.22	50	\$6.10
3' X 10'	75			\$68.42	\$2.45	\$2.45	50	\$90.65
4' X 6'	200			\$51.23	\$1.96	\$1.96	50	\$196.00
4' X 8'	0			\$70.08	\$2.61	\$2.61	50	
BIB APRONS	0			\$2.09	\$0.15	\$0.15	50	
DUST MOP HEADS: 18"	0			\$6.58	\$0.28	\$0.28	50	
24"	30			\$7.36	\$0.37	\$0.37	50	\$5.55
36"	20			\$9.44	\$0.55	\$0.55	50	\$5.50
48"	2			\$11.32	\$0.73	\$0.73	50	\$1.46
60"	0			\$13.14	\$0.92	\$0.92	50	
WET MOP	25			\$6.28	\$0.49	\$0.49	50	\$5.88
WET MOP ANIT-MICROBIAL STRING LOOP ENDS	0			\$7.94	\$0.20	\$0.20	50	

GROUP 3: MISCELLANEOUS DESCRIPTION		PRICING BASED ON AWARD BY EACH DEPARTMENT QUANTITTIES ARE ESTIMATES ONLY –PROVIDE PRICING EVEN IF QUANTITY IS LISTED AS UNKNOWN, ALTERNATE OPTION, OR 0						
DESCRIPTION	A ESTIMATED QUANTITY REQUIRED (inventory units currently in service for rental and clean if in bold)	B ITEM STANDARD LIFE (NUMBER OF MONTHS)	C ITEM STANDARD LIFE (NUMBER OF MONTHS)	D UNIT PURCHASE PRICE ONLY (ASLO FOR REPLACE- MENT COST)	E PER UNIT PRICE FOR RENTAL ONLY	F UNIT PRICE FOR RENTAL AND ALL CLEANING INCLUDED	G INVEN- TORY % TO BE USED FOR BILLING	H TOTAL COST PER WEEK ( A x F x G)
LAUNDRY BAG	60			\$5.20	0	0	0	0
LAUNDRY BAG STAND	20			\$8.00	0	0	0	0
WET MOP HANDLE	5			\$7.35	0	0	0	0
DUST MOP FRAMES & HANDLES: 24"	6			\$6.25	0	0	0	0
36"	0			\$8.07	0	0	0	0
42"	0			\$9.13	0	0	0	0
60"	0			\$12.20	0	0	0	0
ROLL TOWEL CABINET – EQUIPPED WITH TOWEL RESTRAINTS	2			\$119.08	0	0	0	0
NITRILE GLOVES	25			\$7.36	\$7.36	\$7.36	100	\$184.00
GROUP 3: TOTAL GARMENT COST							(TOTAL)	\$624.46

\*OTHER ITEMS APPLICABLE TO GROUP 3 –PURCHASE % \_\_Already applied\_\_ OFF LIST PRICE. (PROVIDE DISCOUNT PERCENTAGE)

\*MISCELLANEOUS JANITORIAL SERVICES SUCH AS PROVIDING TOILET PAPER, HAND SOAP, URINAL SCREENS, ETC. CAN BE INCLUDED IF REQUESTED BY DEPARTMENT. PROVIDE DISCOUNT PERCENTAGE OFF LIST PRICE TO BE USED FOR ADDING THESE SERVICES:

PURCHASE % \_\_Already applied\_\_ OFF LIST PRICE. (PROVIDE DISCOUNT PERCENTAGE)



**City of Spokane**

**MASTER CONTRACT RENEWAL**

**Title: GARMENT/LINEN RENTAL  
AND LAUNDRY SERVICES**

This Master Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **CINTAS CORPORATION NO. 3**, whose address is 3808 North Sullivan Road, Building #N1, Spokane Valley, Washington 99216 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein the Contractor agreed to provide NON-EXCLUSIVE GARMENT/LINEN RENTAL AND LAUNDRY SERVICES FOR VARIOUS CITY DEPARTMENTS; and*

*WHEREAS, 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 July 22, 2016 and July 25, 2016, 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 TERM.**

This Contract Renewal shall become effective on June 1, 2021 and shall run through May 31, 2026.

**3. COMPENSATION.**

The City shall compensate the Contractor in accordance with Request for Proposal, Proposal Response, and Attachment A - Technical Specifications and Pricing Schedule. Attachment A included herein by reference. Payment will only be made for products or services requested, received, and accepted. This is a unit-price contract with no guarantee of payment amount.

**4. 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.

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.

**CINTAS CORPORATION NO. 3**

**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 – Technical Specifications and Pricing Schedule  
Attachment B - Certificate of Debarment

21-074

**ATTACHMENT 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.

<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 A

### TECHNICAL SPECIFICATIONS AND PRICING SCHEDULE

**ORIGINAL PRODUCT/EQUIPMENT MANUFACTURER** State name(s) and address(es) of original equipment Manufacturer (M) and distributors (if applicable) to be used in the production and delivery of your product.

AM

ADD SS

ZIP

**Cintas Corporation 6800 Cintas Eoulevard, PO Eox 625737 Cincinnati, Ohio 45262**

**Production and Distribution is done out of Cintas secure facilities throughout the United State and 13 other countries. All production is headquartered out of Cintas Corporate Office listed above.**

**Firm must acknowledge each individual specification shown below as follows**

**A. "To Be Supplied" Column**

Firm will initial when the product offered is equal to or better than the individual specification. State your exact capabilities if different from specification stated or a tolerance is given.

**B. "Exceptions" Column**

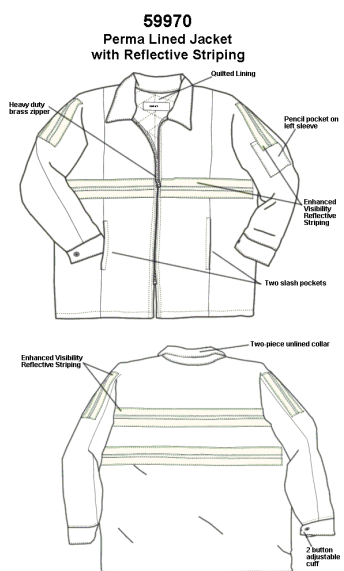
Explain all exceptions to specification as stated.

**NOTE: All equivalents (substitutes) require explanation. (Use additional paper with reference to item number and respective question number). The City will determine if an item is acceptable as an equivalent after evaluation.**

- Cintas Manufacture's our own garments and facility products (Towels, Mats, etc..) . All are available for the cities inspection and all will be at or above the quality of currently supplied items with some small design or color differences. All our garments including Hi Visibility are designed to last longer due to Cintas integration and testing abilities on our own product lines.
- Some items specifications have been included below as examples and more and variations are available upon request or during transition.

ITEM	TO BE SUPPLIED	EXCEPTIONS
<b>1. INDUSTRIAL BUTTON COVERALL</b> 100% cotton, metal buttons on fly front, pointed notched lapel collar, bi-swing back, two breast pockets, two hip pockets, two tool pockets, two set in swing pockets for total of seven pockets, snap cuff, six (6) inch side vent openings to accommodate rolling up of sleeves, bar tacks at stress points, 8.5 oz., postman blue color. Light orange color upon request.	Cintas or Partner Manufactured version P.D.	N/A – all Items will meet or exceed all quality specs with little to no material exceptions.
<b>2. INDUSTRIAL ZIP COVERALL</b> 65% polyester/35% combed cotton, bi-swing action back, set-in front "swing pockets" with side openings, two breast pockets, two hip pockets, rule pocket on right leg, hemmed sleeves, two-way front zipper with gripper at top of neck and bottom of fly, 7.5 oz. twill.–snap cuff	Cintas or Partner Manufactured version P.D.	N/A – all Items will meet or exceed all quality specs with little to no material exceptions.
<b>3. INDUSTRIAL INSULATED ZIP COVERALL</b> 65% polyester/35% combed cotton permanent press twill, bi-swing action back, set-in front "swing pockets" with side openings, two breast pockets, two hip pockets, rule pocket on right leg, hemmed sleeves, two-way front zipper with gripper at top and bottom, leg seam zippers, warm quilted lining, 7.75 oz., –snap cuff, navy	Cintas or Partner Manufactured version P.D.	N/A – all Items will meet or exceed all quality specs with little to no material exceptions.

<b>4. INDUSTRIAL ZIP COVERALL – ENHANCED VISIBILITY</b> 65% polyester/35% combed cotton, bi-swing action back, set-in front “swing pockets” with side openings, two breast pockets, two hip pockets, rule pocket on right leg, hemmed sleeves, two-way front zipper with gripper at top of neck and bottom of fly, 7.75 oz. twill.–snap cuff, Scotchlite3M reflective striping is used to achieve reflectivity, 2-1/2” around chest and back, two rows around thighs.	Cintas or Partner Manufactured version P.D	N/A – all Items will meet or exceed all quality specs with little to no material exceptions.
<b>5. JUMPSUIT (SPEEDSUIT)</b> Permanent press, 6 oz., 65% polyester/35% combed cotton poplin, long sleeve, elastic waist in back with two pleats, two breast pockets, two lower front pockets and two back pockets, solid brass full front, two-way brass zipper with gripper at the collar, royal blue or similar in color.	Cintas or Partner Manufactured version P.D.	N/A – all Items will meet or exceed all quality specs with little to no material exceptions.
<b>6. COUNTER COAT (LAB COAT)</b> Full Length (approximately 41 inches), 80% polyester/20% cotton poplin, 5 ¼ oz. with lapels, left breast pocket with additional stitched section to accommodate pen or tweezers, two lower pockets, side vent, five-button front, long sleeve, men’s style, white	Cintas or Partner Manufactured version P.D.	N/A – all Items will meet or exceed all quality specs with little to no material exceptions.
<b>7. SMOCK</b> 80% polyester/20% cotton poplin, extra-long with ¾ sleeves and patch pockets, button up, light blue.	Cintas or Partner Manufactured version P.D.	N/A – all Items will meet or exceed all quality specs with little to no material exceptions.
<b>8. SHOP COAT</b> 65% polyester/35% combed cotton, 7 ½ oz., twill durable press, two breast pockets, two lower pockets, side vents, five gripper front closure, length 44 ½ inches, postman blue and navy blue color.	Cintas or Partner Manufactured version P.D.	N/A – all Items will meet or exceed all quality specs with little to no material exceptions.
<b>9. INDUSTRIAL WORK SHIRT</b> 65% polyester/35% combed cotton, durable press with soil release finish, two pockets, bartacked top corners, gripper at neck and six buttons, vertical buttons, 4.5 oz. Leno weave, light blue in color.	Cintas or Partner Manufactured version P.D.	N/A – all Items will meet or exceed all quality specs with little to no material exceptions.
<b>10. INDUSTRIAL WORK SHIRT W/ENHANCED VISIBILITY</b> RedKap Industries product #SP24WM (brand provided for basic specifications) or City approved equal. 65% Polyester/35% cotton 4.25 oz., two button through front pockets, 2-1/2” hi-visibility yellow stripe with 1/2” 3m scotchlite industrial silver striping sewn down the center, 245 square inches of striping,yellow stripe preferred but will consider orange – note if bidding orange. <b>**See “REFLECTIVE STRIPING”</b>	Cintas or Partner Manufactured version P.D.	N/A – all Items will meet or exceed all quality specs with little to no material exceptions.
<b>11. FLAME RESISTANT WORK SHIRT</b> Nomex IIIA, 93% nomex/5% Kevlar/2% other fabric, 4.5 oz. button down flap chest pockets, long sleeve, light blue	Cintas or Partner Manufactured version P.D.	N/A – all Items will meet or exceed all quality specs with little to no material exceptions.
<b>12. INDUSTRIAL WORK PANT</b> 65% polyester/35% combed cotton, 7.5 oz. special twill, heavy-duty brass zipper, crease resistant finish, front slash pockets, button close back pockets, Men or Woman cut, grey or blue	Cintas or Partner Manufactured version P.D.	N/A – all Items will meet or exceed all quality specs with little to no material exceptions.
<b>13. INDUSTRIAL WORK PANT CARGO</b> 65% polyester/35% combed cotton, 7.5 oz. special twill, heavy-duty brass	Cintas or Partner Manufactured version	N/A – all Items will meet or exceed all quality

zipper, crease resistant finish, relaxed cut, two large snap-closure cargo pockets on side, slash front pockets, two back pockets. Men's cut, grey or blue	P.D.	specs with little to no material exceptions.
<b>14. FLAME RESISTANT INDUSTRIAL WORK PANT</b> Nomex IIIA, meets NFPA standard, 93% Nomex/5% Kevlar/2% other fabric,, 7.5 oz., light blue	Cintas or Partner Manufactured version P.D.	N/A – all Items will meet or exceed all quality specs with little to no material exceptions.
<b>15. INDUSTRIAL TECHNICIAN JACKET</b> Red Kap #JT22-NV (brand provided for basic specifications) or similar approved by City. 7.25 oz. twill 65% polyester/35% combed cotton, lining 100% polyester, waist length, two piece collar with sewn-in stays and top stitched, durable press, solid brass zipper, two lower slash pockets and utility pocket on left sleeve, permanent lining, waist adjustment for flexibility, navy blue	Cintas or Partner Manufactured version P.D.	N/A – all Items will meet or exceed all quality specs with little to no material exceptions.
<b>16. INDUSTRIAL PERMA-LINED SERVICE JACKET</b> Red Kap #JT50 (brand provided for basic specifications) or similar approved by City. 7.25 oz. twill, shell 65% polyester/35% combed cotton, lining 100% polyester, hip length, two piece collar with sewn-in stays and top stitched,durable press, solid brass zipper, 2 lower on-seam pockets and utility pocket on left sleeve, navy blue	Cintas or Partner Manufactured version P.D.	N/A – all Items will meet or exceed all quality specs with little to no material exceptions.
<b>17. SERVICE JACKET W/ENHANCED VISIBILITY</b> Red Kap Industries product #JT30WM (brand provided for basic specifications) or similar City approved equal. Shell 65% polyester/35% combed cotton, 7.25 oz. twill, lining 100% nylon taffeta face, non-woven back 1/8" foam insulation, 245 square inches of striping, 2-1/2" hi-visibility yellow or orange stripe 1/2" 3M scotchlite industrial silver striping sewn down center, striping across chest and back and down arms, two piece unlined collar, pencil pocket on left sleeve, heavy duty brass zipper, two-button adjustable cuff, two slash pockets, quilted lining, zip in/zip out liner. Yellow striping preferred but will consider orange, note if bidding orange. <b>** See "REFLECTIVE STRIPING" below.</b>		N/A – all Items will meet or exceed all quality specs with little to no material exceptions.

<b>18. NAME TAGS</b> Embroidered border, sewn lettering or heat transfer lettering, above right pocket on coveralls, coats, smocks, jumpsuits, and other appropriate garments as required.	Cintas or Partner Manufactured version P.D.	N/A – all Items will meet or exceed all quality specs with little to no material exceptions.
<b>19. CITY OF SPOKANE LOGO</b> 2" x 4" embroidered border, sewn lettering or heat transfer lettering, above right pocket on jumpsuits, and other appropriate garments as required.	Cintas or Partner Manufactured version P.D.	N/A – all Items will meet or exceed all quality specs with little to no material exceptions.
<b>** REFLECTIVE STRIPING</b> Scotchlite 9910 reflective striping is used to achieve reflectivity on the Red Kap enhanced visibility garments specified above. The reflectivity of the Scotchlite product may degrade rapidly through multiple industrial cleanings. <b>Therefore, prices are to include the cost of the replacement of the reflective striping at 20 to 25 cleanings.</b> Proposers must also be able to demonstrate a garment tracking and reporting system which will assure the City that the reflective striping will be replaced as required.  If for safety considerations, the City determines that the replacement schedule for the reflective striping should be accelerated, the Firm may negotiate for an immediate price adjustment on the affected items.	Cintas or Partner Manufactured version P.D.	N/A – all Items will meet or exceed all quality specs with little to no material exceptions.  Cintas will utilize our Standard Hi Visibility garments utilizing Scotchlite 2 1/2" Hi-Visibility Yellow stripe with 1/2" of 3M™ Scotchlite™  (9920*) Industrial Laundry silver striping sewn down the center
<b>20. BIB APRONS</b> 65% polyester/35% cotton, navy color, with two lower pockets and one upper pencil pocket.	Cintas or Partner Manufactured version P.D.	N/A – all Items will meet or exceed all quality specs with little to no material exceptions.
<b>21. ROLL TOWELS</b> 45 yards in length, white or blue	Cintas or Partner Manufactured version P.D.	N/A – all Items will meet or exceed all quality specs with little to no material exceptions.
<b>22. LINT FREE TOWEL</b> 100% cotton, 17" x 26"	Cintas or Partner Manufactured version P.D.	N/A – all Items will meet or exceed all quality specs with little to no material exceptions.
<b>23. BATH TOWEL</b> 100% cotton, 20" x 40"	Cintas or Partner Manufactured version P.D.	N/A – all Items will meet or exceed all quality specs with little to no material exceptions.

<b>24. SHOP TOWEL</b> 100% cotton terry, 12" x 12" industrial towel	Cintas or Partner Manufactured version P.D.	N/A – all Items will meet or exceed all quality specs with little to no material exceptions.
<b>25. BAR TOWEL/DISH TOWEL</b> 100% cotton terry, 17" x 26", food service quality	Cintas or Partner Manufactured version P.D.	N/A – all Items will meet or exceed all quality specs with little to no material exceptions.
<b>26. DUST MOPS, QUICK CHANGE HEADS, AND FRAMES</b> All mops treated and packaged, quick change head and frame, 5" wide ridged frame, clip on handle, full sleeve head with slotted top, snap flap, slot with snap. Must be color coded by size. Sizes listed in Attachment 3, Group 3.	Cintas or Partner Manufactured version P.D.	N/A – all Items will meet or exceed all quality specs with little to no material exceptions.
<b>27. ENTRY MATS</b> Polyester on rubber/gripper back. Sizes listed in Attachment 3, Group 3.	Cintas or Partner Manufactured version P.D.	N/A – all Items will meet or exceed all quality specs with little to no material exceptions.
Please list standard mat colors available.	Black, Red, Blue, Gray, Brown	Black, Red, Blue, Gray, Brown
Please list non-standard colors available at additional cost.	Logo, or any specialty color	Logo, or any specialty color

**PRICING TABLE B**

**SEE PART 4 "PROPOSAL CONTENT", PARAGRAPH 4.7 "ATTACHMENT 4 PRICING TABLE" FOR INSTRUCTIONS**

GROUP 1: GARMENTS		P C G B A S D A A D D M D B A C H D P A M								
DESCRIPTION		QUANTITIES ARE ESTIMATES ONLY - PROVIDE PRICING EVEN I QUANTITY IS LISTED AS UNKNOWN, ALTERNATE OPTION, OR 0								
DESCRIPTION	A	B	C	C	E	F	G	H	I	
	NOTE EXTRA CHARGE SIZE START POINT FOR SPECIALTY LARGE SIZES	ESTIMATED QUANTITY REQUIRED (inventory units currently in service as rental and clean if in bold)	ITEM STANDARD LIFE	EXTRA CHARGE AMOUNT FOR SPECIALTY LARGE SIZES	UNIT PURCHASE ONLY PRICE (ALSO FOR REPLACE- MENT COST)	PER UNIT PRICE FOR RENTAL ONLY	UNIT PRICE FOR RENTAL AND ALL CLEANING INCLUDED	INVEN- TORY % TO BE USED FOR BILLING	TOTAL RENTAL AND CLEAN COST PER WEEK	
	3XL + Only		(NUMBER OF MONTHS)				All Rates Rounded to nearest decimal		( B x G x H )	
INDUSTRIAL COVERALLS										
COTTON, BUTTON FRONT	3XL	918	24	\$0.10	\$41.27	\$0.31	\$0.42	100%	\$383.72	
POLY/COTTON, ZIP FRONT	3XL	As option for above	24	\$0.10	\$30.06	\$0.23	\$0.31	100%	TBD	
POLY/COTTON, ENHANCED VISIBILITY, ZIP FRONT	3XL	As option for above	24	\$0.10	\$67.18	\$1.25	\$1.46	100%	TBD	
COTTON, LIGHT ORANGE "LOANER/SEASONAL" (APRIL TO SEPT.)	3XL	44	24	\$0.10	\$55.95	\$0.75	\$0.95	100%	\$41.80	
INSULATED COVERALL , POLY/COTTON	3XL	95	24	\$0.10	\$74.37	\$0.57	\$0.76	100%	\$72.58	
JUMPSUITS, (SPEEDSUIT), SHORT SLEEVE	3XL	8	24	\$0.10	\$33.00	\$0.53	\$0.53	100%	\$4.24	
COUNTER COAT (LAB COAT) - PRESSED [.50 each item as needed ] - STEAM TUNNEL [X ]	3XL	34	24	\$0.10	\$30.06	\$0.18	\$0.25	100%	\$8.33	
SMOCK - PRESSED [.50 each item as needed ] - STEAM TUNNEL [X ]	3XL	25	24	\$0.10	\$30.06	\$0.19	\$0.25	100%	\$6.25	
SHOP COAT	3XL	20	24	\$0.10	\$25.00	\$0.32	\$0.36	100%	\$7.20	
INDUSTRIAL WORK SHIRT, SHORT SLEEVE - PRESSED [.50 each item as needed ] - STEAM TUNNEL [X ]	3XL	116	18	\$0.10	\$15.29	\$0.14	\$0.18	100%	\$21.23	
INDUSTRIAL WORK SHIRT, LONG SLEEVE - PRESSED [.50 each item as needed ] - STEAM TUNNEL [X ]	3XL	35	18	\$0.10	\$15.29	\$0.14	\$0.18	100%	\$6.41	
INDUSTRIAL WORK PANTS	3XL	1351	18	\$0.10	\$18.09	\$0.16	\$0.21	100%	\$282.36	
INDUSTRIAL WORK PANTS, CARGO	3XL	61	18	\$0.10	\$27.04	\$0.25	\$0.33	100%	\$19.89	
INDUSTRIAL TECHNICIAN JACKET 970	3XL	51	24	\$0.10	\$30.06	\$0.31	\$0.42	100%	\$21.32	
INDUSTRIAL PERMA-LINED SERVICE JACKET 677	3XL	166	24	\$0.10	\$31.59	\$0.33	\$0.44	100%	\$72.38	
INDUSTRIAL WORK SHIRT, FLAME RESISTANT, NOMEX, LONG SLEEVE	3XL	409	29	\$0.10	\$69.00	\$0.48	\$0.48	100%	\$196.32	
INDUSTRIAL WORK PANT, FLAME RESISTANT, NOMEX	3XL	403	29	\$0.10	\$79.00	\$0.64	\$0.64	100%	\$257.92	
INDUSTRIAL WORK SHIRT WITH ENHANCED VISIBILITY, REFLECTIVE 3M SCOTCHLITE MATERIAL, 2-1/2 YELLOW STRIPING DOWN ARMS AND AROUND CHEST AND BACK, LONG SLEEVE, GREY	3XL	1214	18	\$0.10	\$33.46	\$0.40	\$0.45	100%	\$546.30	
INDUSTRIAL JACKET WITH ENHANCED VISIBILITY (REFLECTIVE STRIPING)	3XL	228	24	\$0.10	\$50.72	\$0.95	\$1.00	100%	\$228.00	
HIGH VISIBILITY T-SHIRT - LIME COLOR, SHORT SLEEVE (CURRENTLY PURCHASE ONLY) 60859	3XL	303	12	\$5-8.00	\$17.99	N/A	N/A	100%	N/A	
HIGH VISIBILITY WINTER COAT (LIME COLOR), ZIPPER, ANSI CLASS 2 (CURRENTLY PURCHASE ONLY)	3XL	105	24	\$5-8.00	\$45.99	N/A	N/A	100%	N/A	
HIGH VISIBILITY WINTER COAT LIME COLOR, HOOD, WATERPROOF, ZIPPER, ZIP IN/OUT LINER ANSI CLASS 3 (CURRENTLY PURCHASE ONLY)	3XL	as option for above	24	\$5-8.00	\$85.99	N/A	N/A	100%	N/A	
ZIP-UP WINTER HOODIE, HIGH VISIBILITY LIME COLOR, ANSI CLASS 2 (CURRENTLY PURCHASE ONLY)	3XL	105	12	\$5-8.00	\$35.99	N/A	N/A	100%	N/A	
ZIP-UP WINTER HOODIE, HIGH VISIBILITY LIME COLOR, ANSI CLASS 3 (CURRENTLY PURCHASE ONLY)		as option for above	12	\$5-8.00	\$59.99	N/A	N/A	100%	N/A	
ALTERATIONS OF INDUSTRIAL COVERALLS (SEE TECHNICAL SPECIFICATIONS, SECTION III)										
CITY LOGO 2" X 4" APPLIED ON ALL APPLICABLE GARMENTS		Unknown		N/A	\$5.00	\$5.00	\$5.00	100%	N/A	
EMBOSSED NAME TAGS APPLIED ON ALL APPLICABLE GARMENTS		Unknown		N/A	\$1.53	\$1.53	\$1.53	100%	N/A	
IDENTIFICATION TAGS APPLIED ON INSIDE OF ALL GARMENTS		Unknown		N/A	\$1.53	\$1.53	\$1.53	100%	N/A	
GROUP 1: TOTAL GARMENT COST									(TOTAL) \$2,176.24	

PURCHASE ITEMS HAVE MANY VARIATIONS. PRICING MAY BE REDUCED BAED ON FINAL PRODUCT SELECTED.  
ALL APPLICABLE TAXES AND SHIPPING CHARGES WILL BE QUOTED AT THE TIME OF ORDER

\*OTHER CLOTHING/ITEMS APPLICABLE TO GROUP 1 - PURCHASE % \_\_ 10\_\_ OFF LIST PRICE. (PROVIDE DISCOUNT PERCENTAGE)

## PRICING TABLE B

**SEE PART 4 “PROPOSAL CONTENT”, PARAGRAPH 4.7 “ATTACHMENT 4 PRICING TABLE” FOR INSTRUCTIONS**

GROUP 2: TOWELS AND LINEN		PRICING BASED ON AWARD DETERMINED BY EACH DEPARTMENT							H  TOTAL RENTAL AND CLEAN COST PER WEEK  ( A x F x G )
DESCRIPTION		QUANTITIES ARE ESTIMATES ONLY – PROVIDE PRICING EVEN IF QUANTITY IS LISTED AS UNKNOWN, ALTERNATE OPTION, OR 0							
DESCRIPTION	A  ESTIMATED QUANTITY REQUIRED (inventory units currently in service for rental and clean if in bold)	B  ITEM STANDARD LIFE  (NUMBER OF MONTHS)	C  ITEM STANDARD LIFE  (NUMBER OF MONTHS)	D  UNIT PURCHASE PRICE ONLY (ASLO FOR REPLACE- MENT COST)	E  PER UNIT PRICE FOR RENTAL ONLY  Items in category are only for rental with wash or purchase	F  UNIT PRICE FOR RENTAL AND ALL CLEANING INCLUDED	G  INVEN-  TORY %  TO BE USED FOR BILLING		
ROLL TOWELS	40	N/A	N/A	\$3.50	N/A	\$3.50	50%	\$70.00	
COTTON LINT-FREE 17 X 26	unknown	15	15	\$1.33	N/A	\$0.17	50%	N/A	
BATH TOWEL 22 X 44	150	15	15	\$3.99	N/A	\$0.25	50%	\$18.75	
SHOP TOWEL, COTTON TERRY 12 X 12	2000	15	15	\$0.46	N/A	\$0.13	50%	\$132.00	
BAR TOWEL/DISH TOWEL	720	15	15	\$1.33	N/A	\$0.13	50%	\$46.08	
POLISH TOWEL 20 X 40, MICROFIBER	150	15	15	\$2.45	N/A	\$0.17	50%	\$12.38	
GLASS TOWEL	1200	15	15	\$1.33	N/A	\$0.17	50%	\$104.40	
PRINTER TOWEL, BLUE, 18 X 18	100	15	15	\$0.46	N/A	\$0.14	50%	\$7.00	
SHEETS 81 X 102	40	15	15	\$12.00	N/A	\$0.70	50%	\$14.00	
PILLOW CASES 42 X 36	10	15	15	\$7.00	N/A	\$0.25	50%	\$1.25	
THERMAL BLANKETS, TWIN SIZE	5	15	15	\$18.99	N/A	\$0.98	50%	\$2.45	
SEAT COVERS	unknown	N/A	N/A	\$3.49	Disposable	N/A	100%	N/A	
GROUP 2: TOTAL TOWEL & LINEN COST							(TOTAL)	\$408.31	

PURCHASE ITEMS HAVE MANY VARIATIONS. PRICING MAY BE REDUCED BAED ON FINAL PRODUCT SELECTED.  
ALL APPLICABLE TAXES AND SHIPPING CHARGES WILL BE QUOTED AT THE TIME OF ORDER

\*OTHER ITEMS APPLICABLE TO GROUP 2 – PURCHASE % 10 OFF LIST PRICE. (PROVIDE DISCOUNT PERCENTAGE)

**PRICING TABLE B**

**SEE PART 4 "PROPOSAL CONTENT", PARAGRAPH 4.7 "ATTACHMENT 4 PRICING TABLE" FOR**

<b>GROUP 3: MISCELLANEOUS</b>		<b>PRICING BASED ON AWARD DETERMINED BY EACH DEPARTMENT</b>					<b>INSTRUCTIONS</b>	
<b>DESCRIPTION</b>		<b>QUANTITIES ARE ESTIMATES ONLY – PROVIDE PRICING EVEN IF QUANTITY IS LISTED AS UNKNOWN, ALTERNATE OPTION, OR 0</b>						
<b>DESCRIPTION</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>
							<b>INVEN-</b>	<b>TOTAL COST PER WEEK</b>
	<b>ESTIMATED QUANTITY REQUIRED (inventory units currently in service for rental and clean if in bold)</b>	<b>ITEM STANDARD LIFE</b>	<b>ITEM STANDARD LIFE</b>	<b>UNIT PURCHASE PRICE ONLY (ASLO FOR REPLACE- MENT COST)</b>	<b>PER UNIT PRICE FOR RENTAL ONLY</b>	<b>UNIT PRICE FOR RENTAL AND ALL CLEANING INCLUDED</b>	<b>TORY %</b>	<b>( A x F x G )</b>
		<b>(NUMBER OF MONTHS)</b>	<b>(NUMBER OF MONTHS)</b>		<small>Items in category are only for rental with wash or purchase</small>		<b>TO BE USED FOR BILLING</b>	
ENTRY MATS: STANDARD COLORS:								
2' X 3'	0	36	36	\$39.99	N/A	N/A	N/A	N/A
2' X 4'	0	36	36	N/A	N/A	N/A	N/A	N/A
3' X 5'	186	36	36	\$45.85	N/A	\$2.04	50%	\$189.53
3' X 5' SCRAPER	26	36	36	\$45.85	N/A	\$2.18	50%	\$28.34
3' X 5' SOAKER PADS (disposable) & other options too	10	36	36	\$8.00	N/A	\$8.00	50%	\$40.00
3' X 10'	75	36	36	\$91.71	N/A	\$3.00	50%	\$112.35
4' X 6'	200	36	36	\$71.33	N/A	\$2.52	50%	\$251.70
4' X 8'	0	36	36	N/A	N/A	N/A	N/A	N/A
BIB APRONS	0	18	18	\$13.24	N/A	\$0.15	50%	\$0.00
DUST MOP HEADS: 18" (24 will be supplied)	0	24	24	\$9.37	N/A	\$0.82	50%	\$0.00
24"	30	24	24	\$9.37	N/A	\$0.82	50%	\$12.30
36"	20	24	24	\$10.19	N/A	\$0.97	50%	\$9.68
48"	2	24	24	\$10.19	N/A	\$1.27	50%	\$1.27
60"	0	24	24	\$10.19	N/A	\$1.48	50%	\$0.00
WET MOP	25	24	24	\$10.19	N/A	\$1.41	50%	\$17.58
WET MOP ANIT-MICROBIAL STRING LOOP ENDS	0	N/A	N/A	N/A	N/A	N/A	N/A	N/A
LAUNDRY BAG	60	indefinite	indefinite	N/A	N/A	N/A	N/A	N/A
LAUNDRY BAG STAND	20	indefinite	indefinite	N/A	N/A	N/A	N/A	N/A
WET MOP HANDLE	5	indefinite	indefinite	N/A	N/A	N/A	N/A	N/A
DUST MOP FRAMES & HANDLES:	6	indefinite	indefinite	N/A	N/A	N/A	N/A	N/A
24"		indefinite	indefinite	N/A	N/A	N/A	N/A	N/A
36"	0	indefinite	indefinite	N/A	N/A	N/A	N/A	N/A
42"	0	indefinite	indefinite	N/A	N/A	N/A	N/A	N/A
60"	0	indefinite	indefinite	N/A	N/A	N/A	N/A	N/A
ROLL TOWEL CABINET – EQUIPPED WITH TOWEL RESTRAINTS	2	indefinite	indefinite	N/A	N/A	N/A	N/A	N/A
NITRILE GLOVES	25	disposable	disposable	\$8.99	N/A	N/A	N/A	N/A
GROUP 3: TOTAL GARMENT COST							(TOTAL)	\$662.75

PURCHASE ITEMS HAVE MANY VARIATIONS. PRICING MAY BE REDUCED BAED ON FINAL PRODUCT SELECTED.  
ALL APPLICABLE TAXES AND SHIPPING CHARGES WILL BE QUOTED AT THE TIME OF ORDER

\*OTHER ITEMS APPLICABLE TO GROUP 3 – PURCHASE % \_\_10\_\_\_\_ OFF LIST PRICE. (PROVIDE DISCOUNT PERCENTAGE)

\*MISCELLANEOUS JANITORIAL SERVICES SUCH AS PROVIDING TOILET PAPER, HAND SOAP, URINAL SCREENS, ETC. CAN BE INCLUDED IF REQUESTED BY DEPARTMENT. PROVIDE DISCOUNT PERCENTAGE OFF LIST PRICE TO BE USED FOR ADDING THESE SERVICES:  
PURCHASE % \_\_20\_\_\_\_ OFF LIST PRICE. (PROVIDE DISCOUNT PERCENTAGE)

### PRICING TABLE B

**SEE PART 4 "PROPOSAL CONTENT", PARAGRAPH 4.7 "ATTACHMENT 4 PRICING TABLE" FOR INSTRUCTIONS.**

GROUP 1: GARMENTS		P C G B A S D A A D D M D B A C H D P A M								
DESCRIPTION		QUANTITIES ARE ESTIMATES ONLY - PROVIDE PRICING EVEN I QUANTITY IS LISTED AS UNKNOWN, ALTERNATE OPTION, OR 0								
DESCRIPTION	A	B	C	C	E	F	G	H	I	
	NOTE EXTRA CHARGE SIZE START POINT FOR SPECIALTY LARGE SIZES	ESTIMATED QUANTITY REQUIRED (inventory units currently in service as rental and clean if in bold)	ITEM STANDARD LIFE	EXTRA CHARGE AMOUNT FOR SPECIALTY LARGE SIZES	UNIT PURCHASE ONLY PRICE (ALSO FOR REPLACE- MENT COST)	PER UNIT PRICE FOR RENTAL ONLY	UNIT PRICE FOR RENTAL AND ALL CLEANING INCLUDED	INVEN-	TOTAL RENTAL AND CLEAN COST PER WEEK	
	3XL + Only		(NUMBER OF MONTHS)				All Rates Rounded to nearest decimal	TORY % TO BE USED FOR BILLING	( B x G x H )	
INDUSTRIAL COVERALLS										
COTTON, BUTTON FRONT	3XL	918	24	\$0.10	\$41.27	\$0.31	\$0.42	100%	\$383.72	
POLY/COTTON, ZIP FRONT	3XL	As option for above	24	\$0.10	\$30.06	\$0.23	\$0.31	100%	TBD	
POLY/COTTON, ENHANCED VISIBILITY, ZIP FRONT	3XL	As option for above	24	\$0.10	\$67.18	\$1.25	\$1.46	100%	TBD	
COTTON, LIGHT ORANGE "LOANER/SEASONAL" (APRIL TO SEPT.)	3XL	44	24	\$0.10	\$55.95	\$0.75	\$0.95	100%	\$41.80	
INSULATED COVERALL , POLY/COTTON	3XL	95	24	\$0.10	\$74.37	\$0.57	\$0.76	100%	\$72.58	
JUMPSUITS, (SPEEDSUIT), SHORT SLEEVE	3XL	8	24	\$0.10	\$33.00	\$0.53	\$0.53	100%	\$4.24	
COUNTER COAT (LAB COAT) - PRESSED [50 each item as needed ] - STEAM TUNNEL [X]	3XL	34	24	\$0.10	\$30.06	\$0.18	\$0.25	100%	\$8.33	
SMOCK - PRESSED [50 each item as needed ] - STEAM TUNNEL [X]	3XL	25	24	\$0.10	\$30.06	\$0.19	\$0.25	100%	\$6.25	
SHOP COAT	3XL	20	24	\$0.10	\$25.00	\$0.32	\$0.36	100%	\$7.20	
INDUSTRIAL WORK SHIRT , SHORT SLEEVE - PRESSED [50 each item as needed ] - STEAM TUNNEL [X]	3XL	116	18	\$0.10	\$15.29	\$0.14	\$0.18	100%	\$21.23	
INDUSTRIAL WORK SHIRT , LONG SLEEVE - PRESSED [50 each item as needed ] - STEAM TUNNEL [X]	3XL	35	18	\$0.10	\$15.29	\$0.14	\$0.18	100%	\$6.41	
INDUSTRIAL WORK PANTS	3XL	1351	18	\$0.10	\$18.09	\$0.16	\$0.21	100%	\$282.36	
INDUSTRIAL WORK PANTS, CARGO	3XL	61	18	\$0.10	\$27.04	\$0.25	\$0.33	100%	\$19.89	
INDUSTRIAL TECHNICIAN JACKET 970	3XL	51	24	\$0.10	\$30.06	\$0.31	\$0.42	100%	\$21.32	
INDUSTRIAL PERMA-LINED SERVICE JACKET 677	3XL	166	24	\$0.10	\$31.59	\$0.33	\$0.44	100%	\$72.38	
INDUSTRIAL WORK SHIRT, FLAME RESISTANT, NOMEX, LONG SLEEVE	3XL	409	29	\$0.10	\$69.00	\$0.48	\$0.48	100%	\$196.32	
INDUSTRIAL WORK PANT, FLAME RESISTANT, NOMEX	3XL	403	29	\$0.10	\$79.00	\$0.64	\$0.64	100%	\$257.92	
INDUSTRIAL WORK SHIRT WITH ENHANCED VISIBILITY, REFLECTIVE 3M SCOTCHLITE MATERIAL, 2-1/2 YELLOW STRIPING DOWN ARMS AND AROUND CHEST AND BACK, LONG SLEEVE, GREY	3XL	1214	18	\$0.10	\$33.46	\$0.40	\$0.45	100%	\$546.30	
INDUSTRIAL JACKET WITH ENHANCED VISIBILITY (REFLECTIVE STRIPING)	3XL	228	24	\$0.10	\$50.72	\$0.95	\$1.00	100%	\$228.00	
HIGH VISIBILITY T-SHIRT – LIME COLOR, SHORT SLEEVE (CURRENTLY PURCHASE ONLY) 60859	3XL	303	12	\$5-8.00	\$17.99	N/A	N/A	100%	N/A	
HIGH VISIBILITY WINTER COAT (LIME COLOR), ZIPPER, ANSI CLASS 2 (CURRENTLY PURCHASE ONLY)	3XL	105	24	\$5-8.00	\$45.99	N/A	N/A	100%	N/A	
HIGH VISIBILITY WINTER COAT LIME COLOR, HOOD, WATERPROOF, ZIPPER, ZIP IN/OUT LINER ANSI CLASS 3 (CURRENTLY PURCHASE ONLY)	3XL	as option for above	24	\$5-8.00	\$85.99	N/A	N/A	100%	N/A	
ZIP-UP WINTER HOODIE, HIGH VISIBILITY LIME COLOR, ANSI CLASS 2 (CURRENTLY PURCHASE ONLY)	3XL	105	12	\$5-8.00	\$35.99	N/A	N/A	100%	N/A	
ZIP-UP WINTER HOODIE, HIGH VISIBILITY LIME COLOR, ANSI CLASS 3 (CURRENTLY PURCHASE ONLY)	3XL	as option for above	12	\$5-8.00	\$59.99	N/A	N/A	100%	N/A	
ALTERATIONS OF INDUSTRIAL COVERALLS (SEE TECHNICAL SPECIFICATIONS, SECTION III)										
		Unknown		N/A	\$5.00	\$5.00	\$5.00	100%	N/A	
CITY LOGO 2" X 4" APPLIED ON ALL APPLICABLE GARMENTS		Unknown		N/A	\$2.50	\$2.50	\$2.50	100%	N/A	
EMBOSSED NAME TAGS APPLIED ON ALL APPLICABLE GARMENTS		Unknown		N/A	\$1.53	\$1.53	\$1.53	100%	N/A	
IDENTIFICATION TAGS APPLIED ON INSIDE OF ALL GARMENTS		Unknown		N/A	\$1.53	\$1.53	\$1.53	100%	N/A	
GROUP 1: TOTAL GARMENT COST								(TOTAL)	\$2,176.24	

PURCHASE ITEMS HAVE MANY VARIATIONS. PRICING MAY BE REDUCED BAED ON FINAL PRODUCT SELECTED.  
ALL APPLICABLE TAXES AND SHIPPING CHARGES WILL BE QUOTED AT THE TIME OF ORDER

\*OTHER CLOTHING/ITEMS APPLICABLE TO GROUP 1 – PURCHASE % 10 OFF LIST PRICE. (PROVIDE DISCOUNT PERCENTAGE)

## PRICING TABLE B

**SEE PART 4 “PROPOSAL CONTENT”, PARAGRAPH 4.7 “ATTACHMENT 4 PRICING TABLE” FOR INSTRUCTIONS.**

GROUP 2: TOWELS AND LINEN		PRICING BASED ON AWARD DETERMINED BY EACH DEPARTMENT							H  TOTAL RENTAL AND CLEAN COST PER WEEK  ( A x F x G )
DESCRIPTION		QUANTITIES ARE ESTIMATES ONLY – PROVIDE PRICING EVEN IF QUANTITY IS LISTED AS UNKNOWN, ALTERNATE OPTION, OR 0							
DESCRIPTION	A  ESTIMATED QUANTITY REQUIRED (inventory units currently in service for rental and clean if in bold)	B  ITEM STANDARD LIFE  (NUMBER OF MONTHS)	C  ITEM STANDARD LIFE  (NUMBER OF MONTHS)	D  UNIT PURCHASE PRICE ONLY (ASLO FOR REPLACE- MENT COST)	E  PER UNIT PRICE FOR RENTAL ONLY  Items in category are only for rental with wash or purchase	F  UNIT PRICE FOR RENTAL AND ALL CLEANING INCLUDED	G  INVEN-  TORY %  TO BE USED FOR BILLING		
ROLL TOWELS	40	N/A	N/A	\$3.50	N/A	\$3.50	50%	\$70.00	
COTTON LINT-FREE 17 X 26	unknown	15	15	\$1.33	N/A	\$0.17	50%	N/A	
BATH TOWEL 22 X 44	150	15	15	\$3.99	N/A	\$0.25	50%	\$18.75	
SHOP TOWEL, COTTON TERRY 12 X 12	2000	15	15	\$0.46	N/A	\$0.13	50%	\$132.00	
BAR TOWEL/DISH TOWEL	720	15	15	\$1.33	N/A	\$0.13	50%	\$46.08	
POLISH TOWEL 20 X 40, MICROFIBER	150	15	15	\$2.45	N/A	\$0.17	50%	\$12.38	
GLASS TOWEL	1200	15	15	\$1.33	N/A	\$0.17	50%	\$104.40	
PRINTER TOWEL, BLUE, 18 X 18	100	15	15	\$0.46	N/A	\$0.14	50%	\$7.00	
SHEETS 81 X 102	40	15	15	\$12.00	N/A	\$0.70	50%	\$14.00	
PILLOW CASES 42 X 36	10	15	15	\$7.00	N/A	\$0.25	50%	\$1.25	
THERMAL BLANKETS, TWIN SIZE	5	15	15	\$18.99	N/A	\$0.98	50%	\$2.45	
SEAT COVERS	unknown	N/A	N/A	\$3.49	Disposable	N/A	100%	N/A	
GROUP 2: TOTAL TOWEL & LINEN COST							(TOTAL)	\$408.31	

PURCHASE ITEMS HAVE MANY VARIATIONS. PRICING MAY BE REDUCED BAED ON FINAL PRODUCT SELECTED.  
ALL APPLICABLE TAXES AND SHIPPING CHARGES WILL BE QUOTED AT THE TIME OF ORDER

\*OTHER ITEMS APPLICABLE TO GROUP 2 – PURCHASE % 10 OFF LIST PRICE. (PROVIDE DISCOUNT PERCENTAGE)

**PRICING TABLE B**

**SEE PART 4 "PROPOSAL CONTENT", PARAGRAPH 4.7 "ATTACHMENT 4 PRICING TABLE" FOR INSTRUCTIONS.**

<b>GROUP 3: MISCELLANEOUS</b>		<b>PRICING BASED ON AWARD DETERMINED BY EACH DEPARTMENT</b>						
<b>DESCRIPTION</b>		<b>QUANTITIES ARE ESTIMATES ONLY – PROVIDE PRICING EVEN IF QUANTITY IS LISTED AS UNKNOWN, ALTERNATE OPTION, OR 0</b>						
<b>DESCRIPTION</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>
							<b>INVEN-</b>	<b>TOTAL COST PER WEEK</b>
	<b>ESTIMATED QUANTITY REQUIRED (inventory units currently in service for rental and clean if in bold)</b>	<b>ITEM STANDARD LIFE  (NUMBER OF MONTHS)</b>	<b>ITEM STANDARD LIFE  (NUMBER OF MONTHS)</b>	<b>UNIT PURCHASE PRICE ONLY (ASLO FOR REPLACE- MENT COST)</b>	<b>PER UNIT PRICE FOR RENTAL ONLY</b>	<b>UNIT PRICE FOR RENTAL AND ALL CLEANING INCLUDED</b>	<b>TORY %  TO BE USED FOR BILLING</b>	<b>( A x F x G )</b>
ENTRY MATS: STANDARD COLORS:								
2' X 3'	0	36	36	\$39.99	N/A	N/A	N/A	N/A
2' X 4'	0	36	36	N/A	N/A	N/A	N/A	N/A
3' X 5'	186	36	36	\$45.85	N/A	\$2.04	50%	\$189.53
3' X 5' SCRAPER	26	36	36	\$45.85	N/A	\$2.18	50%	\$28.34
3' X 5' SOAKER PADS (disposable) & other options too	10	36	36	\$8.00	N/A	\$8.00	50%	\$40.00
3' X 10'	75	36	36	\$91.71	N/A	\$3.00	50%	\$112.35
4' X 6'	200	36	36	\$71.33	N/A	\$2.52	50%	\$251.70
4' X 8'	0	36	36	N/A	N/A	N/A	N/A	N/A
BIB APRONS	0	18	18	\$13.24	N/A	\$0.15	50%	\$0.00
DUST MOP HEADS: 18" (24 will be supplied)	0	24	24	\$9.37	N/A	\$0.82	50%	\$0.00
24"	30	24	24	\$9.37	N/A	\$0.82	50%	\$12.30
36"	20	24	24	\$10.19	N/A	\$0.97	50%	\$9.68
48"	2	24	24	\$10.19	N/A	\$1.27	50%	\$1.27
60"	0	24	24	\$10.19	N/A	\$1.48	50%	\$0.00
WET MOP	25	24	24	\$10.19	N/A	\$1.41	50%	\$17.58
WET MOP ANIT-MICROBIAL STRING LOOP ENDS	0	N/A	N/A	N/A	N/A	N/A	N/A	N/A
LAUNDRY BAG	60	indefinite	indefinite	N/A	N/A	N/A	N/A	N/A
LAUNDRY BAG STAND	20	indefinite	indefinite	N/A	N/A	N/A	N/A	N/A
WET MOP HANDLE	5	indefinite	indefinite	N/A	N/A	N/A	N/A	N/A
DUST MOP FRAMES & HANDLES:	6	indefinite	indefinite	N/A	N/A	N/A	N/A	N/A
24"		indefinite	indefinite	N/A	N/A	N/A	N/A	N/A
36"	0	indefinite	indefinite	N/A	N/A	N/A	N/A	N/A
42"	0	indefinite	indefinite	N/A	N/A	N/A	N/A	N/A
60"	0	indefinite	indefinite	N/A	N/A	N/A	N/A	N/A
ROLL TOWEL CABINET – EQUIPPED WITH TOWEL RESTRAINTS	2	indefinite	indefinite	N/A	N/A	N/A	N/A	N/A
NITRILE GLOVES	25	disposable	disposable	\$8.99	N/A	N/A	N/A	N/A
<b>GROUP 3: TOTAL GARMENT COST</b>							<b>(TOTAL)</b>	<b>\$662.75</b>

PURCHASE ITEMS HAVE MANY VARIATIONS. PRICING MAY BE REDUCED BAED ON FINAL PRODUCT SELECTED.  
ALL APPLICABLE TAXES AND SHIPPING CHARGES WILL BE QUOTED AT THE TIME OF ORDER

\*OTHER ITEMS APPLICABLE TO GROUP 3 – PURCHASE % \_\_10\_\_\_\_ OFF LIST PRICE. (PROVIDE DISCOUNT PERCENTAGE)

\*MISCELLANEOUS JANITORIAL SERVICES SUCH AS PROVIDING TOILET PAPER, HAND SOAP, URINAL SCREENS, ETC. CAN BE INCLUDED IF REQUESTED BY DEPARTMENT. PROVIDE DISCOUNT PERCENTAGE OFF LIST PRICE TO BE USED FOR ADDING THESE SERVICES:  
PURCHASE % \_\_20\_\_\_\_ OFF LIST PRICE. (PROVIDE DISCOUNT PERCENTAGE)

## Briefing Paper Study Session

<b>Division &amp; Department:</b>	City Legal
<b>Subject:</b>	Interlocal Agreement for Relicensing Program
<b>Date:</b>	June 7, 2021
<b>Author (email &amp; phone):</b>	Mike Ormsby – <a href="mailto:mormsby@spokanecity.org">mormsby@spokanecity.org</a> – 625-6287
<b>City Council Sponsor:</b>	Councilwoman Lori Kinnear
<b>Executive Sponsor:</b>	Mike Ormsby
<b>Committee(s) Impacted:</b>	Safe and Healthy; Budget and Administration
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan and Budget
<b>Strategic Initiative:</b>	Provide programs to reduce incarceration
<b>Deadline:</b>	June 14, 2021
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of this ILA to facilitate the final payment to the City of \$8,922.90.
<p><b><u>Executive Summary:</u></b>          Spokane County has traditionally been a year behind in finalizing and approving ILA's. In this instance the program was discontinued at the end of calendar year 2020. In order for the City to bill and be paid the final \$8,922.90 owed to the City, we need to have this ILA in place. (It has already been approved by the County Commissioners).</p>	
<p><b><u>Budget Impact:</u></b>          Approved in current year budget?   <input checked="" type="checkbox"/>   Yes    <input type="checkbox"/>    No          Annual/Reoccurring expenditure?    <input type="checkbox"/>   Yes    <input checked="" type="checkbox"/>    No          If new, specify funding source:          Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><b><u>Operations Impact:</u></b>          Consistent with current operations/policy?                      <input checked="" type="checkbox"/>   Yes    <input type="checkbox"/>    No          Requires change in current operations/policy?                   <input checked="" type="checkbox"/>   Yes    <input type="checkbox"/>    No          Specify changes required: Known challenges/barriers:</p>	

NO. 21-0301

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING A  
RELICENSING PROJECT INTERLOCAL  
AGREEMENT AMONG THE COUNTY OF  
SPOKANE, CITY OF SPOKANE, AND SPOKANE  
COUNTY PROSECUTING ATTORNEY FOR  
CALENDAR YEAR 2020

**RESOLUTION**

**WHEREAS**, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County (hereinafter sometimes referred to as the "Board") has the care of County property and management of County funds and business; and

**WHEREAS**, pursuant to the provisions of RCW 36.27.020, the Spokane County Prosecuting Attorney shall prosecute all criminal and civil actions in which the state or the county may be a party; and

**WHEREAS**, pursuant to the provisions of chapter 39.34 RCW, two or more public entities may jointly cooperate between each other to perform functions which each may individually perform; and

**WHEREAS**, pursuant to the above referenced statutory provisions, Spokane County, City of Spokane, and Spokane County Prosecuting Attorney were desirous of entering into an agreement wherein they cooperatively participated in the Relicensing Project for the time frame from January 1, 2020 through December 31, 2020. The purpose of the Relicensing Project was to enhance the collection of traffic fine revenues and reduce the impact of the charge of Driving While License Suspended in the 3<sup>rd</sup> Degree on the criminal justice system; and

**WHEREAS**, Spokane County and as Prosecuting Attorney, Lawrence H. Haskell, timely terminated the agreement on or about September 29, 2020, to end this agreement effective December 31, 2020, and such has occurred and the parties desire entry of this Resolution and Agreement for auditing purposes and contemplate the City of Spokane will act similarly.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the Board of County Commissioners of Spokane County, pursuant to the provisions of RCW 36.32.120(6), that either the Chairman of the Board or a majority of the Board be and is authorized to execute that agreement termed "RELICENSING PROJECT INTERLOCAL AGREEMENT (January 1, 2020 – December 31, 2020)" wherein Spokane County, City of Spokane, and Spokane County Prosecuting Attorney were cooperatively participating in the Relicensing Project for the time frame January 1, 2020 through December 31, 2020, which project enhanced the collection of traffic fine revenues and reduced the impact of the charge of Driving While License Suspended in the 3<sup>rd</sup> Degree in the criminal justice system.

PASSED AND ADOPTED this 27<sup>th</sup> day of April, 2021.



BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

  
JOSH KERNS, CHAIR

  
MARY L. KUNEY, VICE-CHAIR

  
AL FRENCH, COMMISSIONER

ATTEST:

  
Ginna Vasquez, Clerk of the Board



City of Spokane & Spokane County

**RELICENSING PROJECT  
INTERLOCAL AGREEMENT**

DATE: *January 1, 2020 - December 31, 2020*

**THIS AGREEMENT** entered into among the CITY OF SPOKANE, a Washington State municipal corporation, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, herein after referred to as "CITY", SPOKANE COUNTY, a Washington State political subdivision, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, herein after referred to as "COUNTY", and the SPOKANE COUNTY PROSECUTING ATTORNEY, having offices for the transaction of business at 1100 West Mallon, Avenue, Spokane Washington, 99260, hereinafter referred to as "PROSECUTOR", hereinafter individually referred to as a "PARTY" and collectively referred to as the "PARTIES."

**WITNESSETH:**

**WHEREAS**, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners has the care of COUNTY property and management of COUNTY funds and business; and

**WHEREAS**, pursuant to RCW 36.27.020, the PROSECUTOR shall prosecute all criminal and civil actions in which the state or the county may be a party; and

**WHEREAS**, pursuant to the provisions of chapter 39.34 RCW, two or more public entities may jointly cooperate between each other to perform functions which each may individually perform.

**NOW THEREFORE**, the PARTIES hereto agree as follows:

**SECTION NO. 1: PURPOSE.**

The purpose of this Interlocal Agreement is to set forth the terms under which the PARTIES have cooperatively participated in the Relicensing Project ("RP").

**SECTION NO. 2: TERM.**

This Agreement shall begin on January 1, 2020 and continue until December 31, 2020. Any PARTY may terminate this Agreement at any time upon thirty (30) days written notice to each of the other PARTIES. Spokane County and Prosecutor has terminated such agreement on September 29, 2020, and the current Agreement runs through December 31, 2020.

**SECTION NO. 3: SCOPE OF PARTICIPATION / FUNDING.**

Each PARTY shall, either as a direct or in-kind contribution, provide resources to the RP as summarized below and detailed on the attached Schedule "A."

**A. General:**

1. Although it has anticipated the RP will generate sufficient revenue through the collection of an administrative fee to offset the majority of the expenses associated with its operation, the PARTIES acknowledge that funds and other resources will have to be advanced by the PARTIES to provide for the expenses associated with operation of the RP.
2. Each PARTY shall in 2020 advance and has advanced certain resources to the RP as are summarized below and detailed on the attached Schedule "A."
3. All contributions by the PARTIES to the RP, whether direct or in-kind and whether provided in accordance with or in addition to this Agreement, shall be deemed to constitute an advance to the RP against anticipated revenue generated by the RP administrative fee. All such

contributions shall be recoverable by the advancing PARTY in accordance with Section 4-B of this Agreement.

B. Employees/Salary.

1. The CITY shall contribute and directly pay one hundred percent (100%) of the salary for the Assistant City Prosecutor assigned the RP. The term "salary" shall include all benefits such as medical, dental, life insurance, and disability.
2. The COUNTY shall contribute and directly pay one hundred percent (100%) of the salaries for the PROSECUTOR'S Legal Office Assistant 2 through June 30, 2020 and the PROSECUTOR'S Paralegal II through November 25, 2020. After that the COUNTY shall pay for another position, an Accounting Tech 2 and a Legal Office Assistant 2 part-time, to the remainder of 2020. See included agreed upon schedule:
  - January 2020 - LOA2 (100%) & Paralegal II (100%)
  - February 2020 - LOA2 (100%) & Paralegal II (100%)
  - March 2020 - LOA2 (100%) & Paralegal II (100%)
  - April 2020 - LOA2 (100%) & Paralegal II (100%)
  - May 2020 - LOA2 (100%) & Paralegal II (100%)
  - June 2020 - LOA2 (100%) & Paralegal II (100%)
  - July 2020 - LOA2 (50%); AT2 (50%) & Paralegal II (100%)
  - August 2020 - Paralegal (100%)
  - September 2020 - LOA2 (50%) & Paralegal II (100%)
  - October 2020 - LOA2 (50%) & Paralegal II (100%)
  - November 2020 - LOA2 (50%) & Paralegal II (100% 11/1-11/25/2020)
  - December 2020 - LOA2 (100%)

The term "salaries" shall include all benefits such as medical, dental, life insurance, and disability.

C. Office Space.

1. The RP will be and has been located at the offices of the Spokane City Prosecutor at 909 West Mallon Avenue, Spokane, Washington. The CITY shall contribute the office space for the RP.

D. Office Furniture, Supplies and Equipment.

1. The CITY shall contribute office furniture, computer and telecommunication equipment for all CITY and PROSECUTOR staff provided to the RP, as identified herein. The CITY will contribute individual productivity equipment for the desks of CITY staff assigned to RP, including stapler, 2-hole punch, tape dispenser, scissors, as well as other such items as the CITY may deem appropriate. The PROSECUTOR will contribute individual productivity equipment for the desks of PROSECUTOR staff assigned to RP, including stapler, 2-hole punch, tape dispenser, scissors, as well as other such items as the PROSECUTOR may deem appropriate.
2. The CITY will contribute supplies for RP, which will be directly purchased by the CITY.
3. The CITY will contribute the use of photo-duplication and facsimile transmission equipment.
4. The PROSECUTOR will contribute the use of an additional photo copier.

E. Operational Expenses.

1. The CITY shall contribute the expenses associated with photo-duplication and facsimile transmissions.
2. The PROSECUTOR shall contribute the costs associated with the additional photo copier.
3. The CITY shall contribute the expenses associated with telecommunication line and long-distance charges.
4. The CITY shall contribute the expenses associated with postage.
5. The CITY shall contribute fifty percent (50%) of the expenses associated with the educational component of RP.
6. The PROSECUTOR shall contribute fifty percent (50%) of the expenses associated with the educational component of RP.
7. The CITY will contribute computer network access for CITY and PROSECUTOR employees.
8. The COUNTY will contribute the costs associated with revenue collection.

9. The CITY and COUNTY will contribute the costs associated with clerical support from their respective court clerk's offices.
10. These CITY, COUNTY and PROSECUTOR contributions shall only be through December 31, 2020.

#### **SECTION NO. 4: FINANCING**

##### **A. Budgeting:**

The PARTIES acknowledge that the COUNTY and PROSECUTOR have agreed only to participate and have participated as required in the Agreement through December 31, 2020. The COUNTY and the PROSECUTOR have given timely and appropriate notice to the CITY and has ended this Agreement as of December 31, 2020. Again, the Parties recognize that the PROSECUTOR and the COUNTY have timely notified CITY that they will no longer be a part of this joint program as of December 31, 2020. The Parties acknowledge this document is being approved in 2021 simply to memorialize what has occurred in 2020.

##### **B. Revenue:**

1. The RP will require the payment of a one hundred dollar (\$100.00) administrative fee by each participant in the program.
2. Within thirty (30) days of the end of the first three (3) calendar quarters (March 31, June 30, and September 30) of 2020, the funds collected via the RP administrative shall be dispersed, with fifty percent (50%) of the funds being dispersed to the CITY and fifty percent (50%) of the funds being dispersed to the COUNTY. These percentage splits between the PARTIES are based upon a proposed budget for 2020 showing that the CITY advances approximately forty-five percent (45%) of budgeted costs of RP and the COUNTY advances fifty-five percent (55%) of the budgeted costs of RP. The PARTIES recognize that these percentages will be adjusted consistent with paragraphs 4 and 5 herein. The PARTIES acknowledge attached Schedule "A" is the project expense for the year 2020
3. In January 2020, the CITY and COUNTY/PROSECUTOR shall agree upon the amount each PARTY'S actual contribution to RP from January 1, 2020 through December 31, 2020 and from there determine and agree upon each PARTY'S percent of contribution to the total budget of RP for this time frame as projected and summarized in Schedule "A." The PARTIES

understand that Schedule "A" will be revised to show actual expenditures and when revised will be used as the basis for determining each PARTY'S January 1, 2020 through December 31, 2020 contribution. The PARTIES acknowledge this has taken place.

4. Using the same percent of contribution determined in paragraph 3, the PARTIES shall compute the actual amount of revenue that should be dispersed to each PARTY for the time frame from January 1, 2020 through December 31, 2020. The proceeds from the administrative fee collected during October, November and December of 2020 shall be allocated and disbursed so as to reconcile the actual amount of distributions for the time frame from January 1, 2020 through December 31, 2020 to those determined under the terms of paragraph 3.
5. Payments from participants related to fines, costs, penalties and assessments previously imposed by the Spokane County District Court and the Spokane Municipal Court shall not be considered revenue for the purposes of this Agreement. Such funds will be collected and disbursed by the entity that imposed such fines, costs, penalties, and assessments in accordance with such entity's internal policies.

#### **SECTION NO. 5: EMPLOYMENT**

- A. The CITY shall be responsible for all employment matters regarding the Assistant City Prosecutor.
- B. The PROSECUTOR shall be responsible for all employment matters regarding the legal and clerical support staff positions. The RP Project Coordinator shall advise PROSECUTOR on matters concerning the work performance of PROSECUTOR employees.

#### **SECTION NO. 6: LIABILITY**

- A. The COUNTY shall defend, indemnify, and hold harmless the CITY, its officers, employees and agents, from any claim, damage, loss, liability, injury, cost and expense arising out of the negligence of the COUNTY/PROSECUTOR, their officers, employees and agents in connection with the Agreement, except to the extent of the negligence of the CITY, its officers, employees, and agents. If an action, claim or proceeding instituted by a third party is directed at work or action taken by the CITY solely on behalf of the COUNTY/PROSECUTOR in connection with this Agreement, the COUNTY shall defend, indemnify, and hold harmless the CITY from any

expenses connected with the defense, settlement, or monetary judgment ensuing from the actions, claims, or proceedings.

- B. Except as provided above, the CITY shall defend, indemnify and hold harmless the COUNTY/PROSECUTOR, their officers, employees and agents, from any claim, damage, loss, liability, injury, cost and expense arising out of the negligence of the CITY, its officers, employees, and agents in connection with the Agreement, except to the extent of the negligence of the COUNTY/PROSECUTOR. If an action, claim or proceeding instituted by a third party is directed at work or action taken by the COUNTY/PROSECUTOR solely on behalf of the CITY, its officers, employees and agents under the terms of this Agreement, the CITY shall defend, indemnify and hold harmless the COUNTY/PROSECUTOR from any expenses connected with the defense, settlement, or monetary judgment ensuing from the actions, claims, or proceedings.
- C. For the purposes of this section, the RP Project Coordinator shall be deemed to be an agent of both the CITY and the COUNTY/PROSECUTOR.
- D. All PARTIES waive immunity under Title 51 RCW. Industrial Insurance and only as necessary to make this indemnity provision enforceable with respect to claims relating to the death or injury of CITY and/or COUNTY employees acting within the scope of this Agreement. All PARTIES have specifically negotiated this provision.

  
County initials

\_\_\_\_\_  
City initials

#### **SECTION NO. 7: NOTICES**

All notices shall be in writing and served on any of the PARTIES either personally or by certified mail, return receipt requested, at their respective addresses. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

**CITY:** Mayor or designee  
City of Spokane  
Seventh Floor, City Hall  
808 West Spokane Falls Boulevard  
Spokane, Washington 99201

Copy: City Prosecutor  
909 West Mallon Avenue  
Spokane, Washington 99201

**COUNTY:** County Chief Executive Officer or designee  
Spokane County Courthouse  
1116 West Broadway Avenue  
Spokane, Washington 99260

**PROSECUTOR:** Spokane County Prosecutor  
1100 West Mallon Avenue  
Spokane, Washington 99260

#### **SECTION NO. 8: PROPERTY UPON TERMINATION**

Title to all property acquired by any PARTY in the performance of this Agreement shall remain with the acquiring PARTY upon termination of the Agreement. Jointly acquired property shall be divided in proportion to the percentage share of each PARTY contributing to its acquisition.

#### **SECTION NO. 9: ADMINISTRATION**

No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

#### **SECTION NO. 10: ANTI-KICKBACK**

No officer or employee of the CITY or COUNTY or PROSECUTOR, 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 the Agreement.

#### **SECTION NO. 11: RCW 39.34 REQUIRED CLAUSES**

- A. Purposes: See Section No. 1 above.
- B. Duration: See Section No. 3 above.
- C. Organization of Separate Entity and Its Powers. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- D. Responsibilities of the Parties: See provisions above.
- E. Agreement to be Filed: The CITY shall file this Agreement with its City Clerk. The COUNTY shall file this Agreement with its County Auditor or place it on its website or other electronically retrievable public source.

- F. Financing: Each PARTY shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. Termination: See Section No. 2 above.
- H. Property Upon Termination. See Section No. 8 above.

## **SECTION NO. 12: MISCELLANEOUS**

- A. Non-Waiver. No waiver by any PARTY of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that PARTY in the future.
- B. Headings. Headings are inserted for convenience of reference only and are not to be deemed part of or to be used in construing this Agreement.
- C. Entire Agreement. This Agreement contains the entire understanding of the PARTIES. No representations, promises, or agreements not expressed herein have been made to induce any PARTY to sign this Agreement.
- D. Modification. No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.
- E. Assignment. No PARTY may assign its interest in this Agreement without the express written consent of the other PARTIES.
- F. Severability. If any parts, terms or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the PARTIES shall not be affected in regard to the remainder of the Agreement. If it should appear that any part, term or provision of this Agreement is in conflict with any statutory provision of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed to modify to conform to such statutory provision.
- G. Compliance with Laws. The PARTIES shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.
- H. 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, 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.

- I. Venue. This Agreement shall be construed under the laws of Washington State. Any action at law, suit in equity or judicial proceeding regarding this Agreement or any provision hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.
- J. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.
- K. Relationship of the Parties. The PARTIES intend that an independent contractor relationship will be created by this Agreement. No agent, employee, servant or representative of any of the PARTIES shall be deemed to be an employee, agent, servant or representative of the other PARTIES for any purpose, and none of them shall be entitled to any benefits to which the other PARTIES' employees are entitled including but not limited to, overtime, retirement benefits, worker's compensation benefits, injury leave or other leave benefits.
- L. No Third-Party Beneficiaries. Nothing in this Agreement is intended to give, or shall give, whether directly or indirectly, any benefit or right, greater than that enjoyed by the general public, to third persons.
- M. Completion: The PARTIES acknowledge the PARTIES completed this Agreement on December 31, 2020.

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed on date and year opposite their respective signatures.

ADOPTED by the Board of County Commissioners of Spokane County, Washington this 27<sup>th</sup> day of April, 2021.



ATTEST:

Ginna Vasquez  
Ginna Vasquez, Clerk of the Board

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

Josh Kerns  
JOSH KERNS, Chair

Mary L. Kuney  
MARY L. KUNEY, Vice-Chair

Al French  
AL FRENCH, Commissioner

PROSECUTOR:

L. H. Haskell  
Lawrence H. Haskell, County Prosecutor

Dated: 4/21/21

Dated: \_\_\_\_\_

CITY OF SPOKANE

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

## SCHEDULE "A"

## 2020 Community Relicensing Project Expense

	Expense	Actual City Contribution	Actual County Contribution
<b>City Prosecuting Attorney</b>			
Personnel Expenses			
Asst Prosecutor - Salary	77,603.58	77,603.58	
Asst Prosecutor - Benefits	31,773.88	31,773.88	
City Non-personnel Expenses			
Registration and Travel	217.81	1,306.88	
Equipment			
Publications and Supplies	2,541.57	2,541.57	
Office Space	5,567.30	5,567.30	
<b>Total City Prosecutor Expenses</b>	<b>118,793.21</b>	<b>118,793.21</b>	
<b>County Prosecutor</b>			
Personnel Expenses			
AT2	1,319.69		1,319.69
LOA2 - Salary	28,901.16		28,901.16
Paralegal - Salary	48,317.86		48,317.86
Payroll - Benefits	40,967.16		40,967.16
County Copier			
Lease	810.22		810.22
Copy use	26.27		26.27
<b>Total County Prosecutor Expenses</b>	<b>119,022.67</b>		<b>119,022.67</b>
<b>Total Funding</b>	<b>237,815.88</b>	<b>118,793.21</b>	<b>119,022.67</b>
%	100.00%	49.95%	50.05%

## Briefing Paper Study Session

<b>Division &amp; Department:</b>	City Legal and Risk Management
<b>Subject:</b>	Renewal of Contractor for Claims Management Services
<b>Date:</b>	3/26/19
<b>Author (email &amp; phone):</b>	Mike Ormsby – <a href="mailto:mormsby@spokanecity.org">mormsby@spokanecity.org</a> – 625-6287
<b>City Council Sponsor:</b>	Councilwoman Betsy Wilkerson
<b>Executive Sponsor:</b>	Mike Ormsby
<b>Committee(s) Impacted:</b>	Finance and Administration; Safe and Healthy
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Budget
<b>Strategic Initiative:</b>	Provide continued City operations
<b>Deadline:</b>	June 14, 2021
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Continue in place the Claims Management Services the City Risk Department requires.
<b><u>Executive Summary:</u></b> Continue for at least one year and possibly as long as three years, the services being provided by the current contractor, Davies Claims Solutions for Claims Management.	
<b><u>Budget Impact:</u></b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b><u>Operations Impact:</u></b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

---

**OFFICE OF THE SPOKANE CITY ATTORNEY**  
**CONFIDENTIAL ATTORNEY / CLIENT COMMUNICATION**  
**LEGAL MEMORANDUM**

---

**TO:** MAYOR NADINE WOODWARD AND  
MEMBERS, SPOKANE CITY COUNCIL

**FROM:** MICHAEL ORMSBY, CITY ATTORNEY

**SUBJECT:** CONTRACT FOR OUTSIDE ADJUSTING SERVICES

**DATE:** MAY 14, 2021

---

**CONFIDENTIALITY NOTICE**

THE MATERIAL CONTAINED IN THIS LEGAL MEMORANDUM IS LEGALLY PRIVILEGED AND CONFIDENTIAL, INTENDED ONLY FOR THE USE OF THE INDIVIDUAL(S) TO WHOM IT IS ADDRESSED, AS IS IDENTIFIED ABOVE. IF THE READER OF THIS MEMORANDUM IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR DUPLICATION OF THIS MEMORANDUM IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS MEMORANDUM IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE AT (509) 625-6225 AND WE WILL MAKE ARRANGEMENTS TO RETRIEVE IT. THANK YOU.

---

**Background on Contract for Outside Adjusting Services**

Prior to selection of the existing firm providing outside claims adjusting for the City (which includes claim investigation and settlement negotiations and subrogation claims for damage to City property and vehicles) the service provided to the City was very uneven and unacceptable. The City conducted an RFP process and Alternative Systems Concepts (ASC) was retained and that contract was extended three years ago. Last year ASC was acquired by another firm (Davies), but the staff working here in City Hall with the City and the processes used for claim review, reporting and settlement remain the same. The current contract expires on September 30, 2021.

The City is not required to conduct an RFP process for these services. The two primary reasons to conduct an RFP would be to obtain better services or receive those services at a lower cost. The City has been very happy with the service we received from ASC/Davies. Given the COVID situation this year and the nature of the services provided under this contract we do not think that a process in the next few months would receive sufficient attention or response. I have reached out to Davies and asked them if they were interested in at least a one year extension and what would they charge the City for that service.

## **Response from Davies**

### **1-year extension only**

1 % increase (\$3,305.07.) = \$333,876.36

### **2-year extension**

1st year no increase. Leave current contract in place at \$330,570.65.

2nd year increase by 2% (\$6,611.413) totals \$337,182.06.

### **3-year extension**

1st year no increase. Leave current contract in place at \$330,570.65

2nd year increase by 1% (\$3,305.07) = \$333,876.36

3rd year increase by 2% (\$6,677.527) = \$340,553.89

## **Recommendation**

Give the excellent service that we have received from ASC/Davies and competitive pricing included in the response, I would recommend entering into a three year contract extension.

I would be happy to respond to any questions or concerns that anyone may have.

Michael Ormsby

## Briefing Paper (PIES)

<b>Division &amp; Department:</b>	Street
<b>Subject:</b>	Storm Debris Disposal Contract Amendment
<b>Date:</b>	05/18/2021
<b>Contact (email &amp; phone):</b>	Jon Klapp - jklapp@spokanecity.org 509-625-7738
<b>City Council Sponsor:</b>	Breann Beggs
<b>Executive Sponsor:</b>	Marlene Feist
<b>Committee(s) Impacted:</b>	PIES
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
<b>Strategic Initiative:</b>	Infrastructure
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	This contract amendment would increase the scope of the existing contract to 220k and allowing for debris transport to a contractor site, where disposal will occur
<b>Background/History:</b> This contract is being amended to account for accrued and expected expenses, as well as to better manage the handling and storage of associated processing/ disposal of storm debris. Contract costs not to exceed 220k	
<b>Executive Summary:</b>  <i>Impact</i> <ul style="list-style-type: none"> <li>Continued and improved processing of storm debris disposal</li> </ul> <i>Action</i> <ul style="list-style-type: none"> <li>Increasing of the spending threshold and approving contractor-site drop off of debris via contract amendment</li> </ul> <i>Funding</i> <ul style="list-style-type: none"> <li>145k in costs associated with this contract are to be recompensed as a part of FEMA disaster funds.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	



**City of Spokane**

**CONTRACT AMENDMENT**

Title: **CITY-WIDE MASTER PUBLIC  
WORKS MAINTENANCE**

This Contract Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **Northwest Industrial Services, LLC.**, whose address is 3808 North Sullivan Road, Building 107A, Spokane Valley, Washington 99216 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein the Contractor agreed to provide As-Needed Basis Storm Debris clean-up at various City of Spokane locations; and*

*WHEREAS, a change or revision of the Work has been requested, thus, the original Contract needs to be formally Amended by this written document; and*

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

**1. CONTRACT DOCUMENTS.**

The Contract, dated March 5, 2021 and March 8, 2021, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Amendment shall become effective on February 8, 2021 and shall run through February 7, 2022.

**3. AMENDMENT.**

The original Contract is revised to include the following:

Contractor may have debris transported to and processed at a Northwest Industrial facility at no additional expense to the City.

**4. COMPENSATION.**

The City shall pay an additional amount not to exceed **TWO HUNDRED TWENTY TWO THOUSAND AND NO/100 DOLLARS (\$222,000.00)** for everything furnished and done under this As-Needed Contract Amendment. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

**NORTHWEST INDUSTRIAL SERVICES, 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

21-080



**City of Spokane**  
**CITY-WIDE MASTER PUBLIC  
 WORKS MAINTENANCE  
 AGREEMENT**

This Agreement is made and entered into by and between the **City of Spokane** as (“City”), a Washington municipal corporation, and **Northwest Industrial Services, LLC.**, whose address is 3808 North Sullivan Road, Building 107A, Spokane Valley, Washington 99216 as (“Contractor”), individually hereafter referenced as a “party”, and together as the “parties”.

*WHEREAS, the purpose of this Agreement is to provide an As-Needed Basis Storm Debris clean-up at various City of Spokane locations; and*

*WHEREAS, the Contractor was selected from a PW ITB 5388-21 dated February 1, 2021.*

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

**1. TERM OF AGREEMENT.**

The term of this Agreement begins on February 8, 2021, and ends on February 7, 2022, unless amended by written agreement or terminated earlier under the provisions. This Agreement may be extended by written agreement of the parties not to exceed three (3) additional one-year contract periods.

**2. TIME OF BEGINNING AND COMPLETION.**

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

**3. SCOPE OF WORK.**

The Contractor’s General Scope of Work for this Agreement is described in Exhibit A, which is attached to and made a part of this Agreement. In the event of a conflict or discrepancy in the Agreement documents, this City Agreement controls.

The Contractor shall provide the following Work for the City:

**As-Needed Basis Grinding and Removal of Storm Debris Piles at Various City of Spokane Locations.**

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

#### **4. COMPENSATION / PAYMENT.**

Total compensation for Contractor's services under this Agreement shall be a maximum amount not to exceed **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00)**, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

The Company shall submit its applications for payment to City of Spokane Accounting Department, Administration Office, 808 West Spokane Falls Blvd., Spokane, Washington 99201. All invoices should include the Department Contract No. "OPR 2021-0162" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

#### **5. TAXES, FEES AND LICENSES.**

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

#### **6. MAINTENANCE.**

The following Maintenance requirements apply to the Work under this Agreement:

- A. The Contractor shall pay state prevailing wages. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages," certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by a Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the pre-filed statement or statements of intent to pay prevailing wages on file with the City. At the end of the work, the Contractor and subcontractors must submit an "Affidavit of Wages Paid," certified by the industrial statistician.
- B. **STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED.** For contracts in excess of \$10,000, the Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the Washington State Department of Labor and Industries (L & I); and (2) the address and

telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

- C. A payment/performance bond is NOT required.
- D. Statutory retainage is NOT required.

## **7. CITY OF SPOKANE BUSINESS LICENSE.**

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

## **8. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.**

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

## **9. INDEMNIFICATION.**

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

## **10. INSURANCE.**

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

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

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

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

D. **Property Insurance** if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

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

#### **11. SUBCONTRACTOR RESPONSIBILITY.**

The Contractor must verify responsibility criteria for each first-tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350(1) and possesses an electrical contractor license, if required by chapter 19.28 RCW, or an elevator contractor license, if required by chapter 70.87 RCW.

#### **12. INDEPENDENT CONTRACTOR.**

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

#### **13. ASSIGNMENT AND SUBCONTRACTING.**

The Contractor shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Contractor shall incorporate by reference this Agreement, except as

otherwise provided. The Contractor shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the Contractor from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

#### **14. TERMINATION.**

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

#### **15. STANDARD OF PERFORMANCE.**

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

#### **16. ANTI KICK-BACK.**

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

#### **17. CONSTRUAL.**

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

#### **18. DEBARMENT AND SUSPENSION.**

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

#### **19. REMEDIES.**

In the event of a breach by either party, of any of their obligations under this Agreement, each party, in addition to being entitled to exercise all rights granted by law and under this Agreement, including recovery of damages, will be entitled to specific performance of its rights under this Agreement. The parties agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach of any of the provisions of this Agreement and hereby further agree that, in the event of any action for specific performance in respect of such breach, it shall waive the defense that a remedy at law would be adequate.

#### **20. TERMINATION FOR CAUSE AND CONVENIENCE.**

In accordance with 2 CFR 200.338 and 200.339, the CITY may suspend or terminate this Agreement if the CONTRACTOR materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

- i. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and FEMA guidelines, policies or directives as may become applicable at any time;

- ii. Failure, for any reason, of the CONTRACTOR to fulfill in a timely and proper manner its obligations under this Agreement;
- iii. Ineffective or improper use of funds provided under this Agreement; or
- iv. Submission by the CONTRACTOR to the CITY reports that are incorrect or incomplete in any material respect.
- v. In accordance with 2 CFR 200.339, this Agreement may also be terminated for convenience by either the CITY or the CONTRACTOR, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the CITY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the CITY may terminate the award in its entirety.
- vi. If the Agreement is terminated or partially terminated, both the CITY and CONTRACTOR remain responsible for compliance with the requirements in 2 CFR 200.343 Closeout and 200.344 Post-closeout adjustments and continuing responsibilities. In addition, CITY shall report any terminations for the CONTRACTOR's material failure to comply with the Federal statutes, regulations, or terms and conditions of the Federal award into the Office of Management and Budget ("OMB") designated integrity and performance system accessible through the System for Award Management (currently FAPIIS) as required under 2 CFR 200.340.

## **21. EQUAL EMPLOYMENT OPPORTUNITY.**

During the performance of this contract, the CONTRACTOR agrees as follows:

- i. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- ii. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii. The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other

employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR's legal duty to furnish information.

- iv. The CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the CONTRACTOR's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vii. In the event of the CONTRACTOR's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- viii. The CONTRACTOR will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub CONTRACTOR or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.
- ix. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
- x. The applicant agrees that it will assist and cooperate actively with the administering

agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

- xi. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

## **22. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT.**

### Clean Air Act

- i. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- ii. The contractor agrees to report each violation to the CITY and understands and agrees that the CONTRACTOR will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- iii. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

### Federal Water Pollution Control Act

- i. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- ii. The contractor agrees to report each violation to the CITY and understands and agrees that the CONTRACTOR will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- iii. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA).

## **23. LOBBYING.**

The CONTRACTOR hereby certifies that:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

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

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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; and
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- iii. It will require that the language of paragraph (d) [below] of this certification 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; and

iv. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. 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.

By signing this document, the CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any.

## **24. PROCUREMENT OF RECOVERED MATERIALS.**

In the performance of this Agreement, the CONTRACTOR shall make maximum use of products containing recovered materials that are Environmental Protection Agency ("EPA") designated items unless the product cannot be acquired:

- i. Competitively within a timeframe providing for compliance with the Agreement performance schedule;
- ii. Meeting Agreement performance requirements; or
- iii. At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guidelines-cpg-program>.

The CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

## **25. ACCESS TO RECORDS.**

The following access to records requirements apply to this Agreement:

- i. The CONTRACTOR agrees to provide the CITY, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The CONTRACTOR agrees to provide the FEMA Administrator or authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.
- iv. In compliance with the Disaster Recovery Act of 2018, the CITY and the CONTRACTOR acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

## **26. U.S. DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, AND FLAGS.**

The CONTRACTOR shall not use the U.S. Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

## **27. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS.**

This is an acknowledgement that FEMA financial assistance may be used to fund all or a portion of the Agreement. The CONTRACTOR will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

## **28. NO OBLIGATION BY FEDERAL GOVERNMENT.**

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the CITY, CONTRACTOR, or any other party pertaining to any matter resulting from the Agreement.

## **29. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.**

The CONTRACTOR acknowledges that 31 U.S. Code Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR's actions pertaining to this Agreement.

## **30. DOMESTIC PREFERENCE**

As appropriate and to the extent consistent with law, the CONTRACTOR should to the greatest

extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirement of this sections must be included in all subawards including all contracts and purchase orders for work or products under this award.

### **31. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.**

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

The Contractor guarantees and warranties all work, labor and materials under this Agreement for two (2) years following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Agreement. This warranty is in addition to any manufacturers' or other warranty in the Agreement documents.

### **32. MISCELLANEOUS PROVISIONS.**

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

- I. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

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

## NORTHWEST INDUSTRIAL SERVICES, LLC

DocuSigned by:  
By Dave Alvarado  
Signature 3/5/2021  
Date  
Dave Alvarado  
Type or Print Name  
Business Dev Manager  
Title

Attest:

DocuSigned by:  
Lin K. Kottke  
City Clerk

## CITY OF SPOKANE

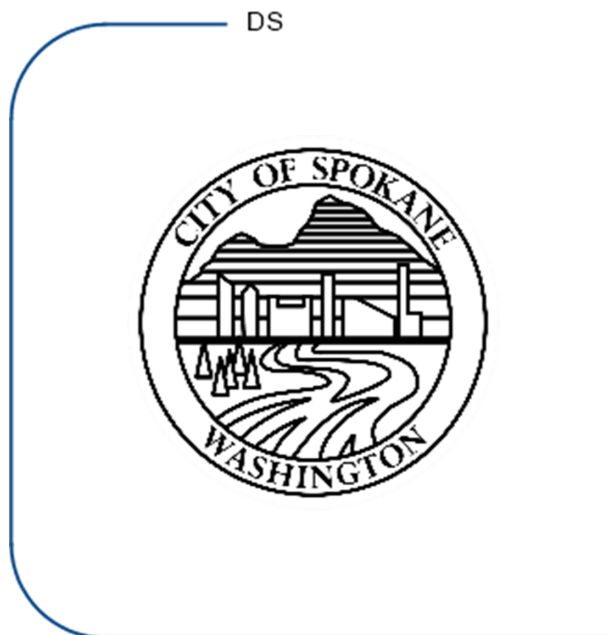
DocuSigned by:  
By Scott Simmons  
Signature 3/8/2021  
Date  
Scott Simmons  
Type or Print Name  
Public Works Director  
Title

Approved as to form:

DocuSigned by:  
Timothy Szambelan  
Assistant City Attorney

### Attachments that are part of this Agreement:

Exhibit A – Contractor's General Scope of Work  
Attachment A – Debarment Certification



## Attachment B - Certification of Compliance with Wage Payment Statutes

U2021-008

**Bid Response Summary**

**Bid Number** PW ITB 5388-21  
**Bid Title** Grinding & Removal of Storm Debris Piles At Various City of Spokane Locations - PW Maint (RE-BID)  
**Due Date** Monday, February 8, 2021 9:00:00 AM [(UTC-08:00) Pacific Time (US & Canada)]  
**Bid Status** Closed to Bidding  
**Company** Northwest Industrial Services, LLC  
**Submitted By** dave\_alvarado@air-pipe.com dave\_alvarado@air-pipe.com - Sunday, February 7, 2021 10:41:08 AM [(UTC-08:00) Pacific Time (US & Canada)]  
**Comments** dave\_alvarado@air-pipe.com

**Question Responses**

Group	Reference Number	Question	Response
Default Item Group			
	CONTRACTOR'S REPRESENTATION	The Contractor by making its Bid represents that it has read and understands the specifications; and has visited the site and familiarized itself with the local conditions under which the Work is to be performed	YES
	QUALIFICATION	Prior to the award of Contract, the Contractor shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to ensure completion of the Work, unless waived by the City.	ACKNOWLEDGED:
	AWARD OF CONTRACT	Award of Contract, when made by the City, will be to lowest responsive responsible bidder based assessed-cubic-yard pricing. The City. The City may choose from more than one vendor. Unsuccessful Contractors will not automatically be notified of results.	ACKNOWLEDGED:
	CONTRACT RENEWALS OR EXTENSIONS	Contract renewals or extensions shall be initiated at the discretion of the City and subject to mutual agreement. The contract may be extended for three (3) additional one-year contract periods with the total contract period not to exceed four (4) years.	ACKNOWLEDGED:
	EXECUTION OF CONTRACT	Within ten (10) days of contract award, the Contractor shall sign and return to the City an executed copy of the contract and approved evidence of insurance unless otherwise mutually agreed by the City and Contractor.	ACKNOWLEDGED:
	INVOICING	Invoices must be submitted to the applicable City Department that had requested the service within 30 days of performing services. • Invoices shall include each City debris pile location address in which services were performed, the assessed cubic-yards of debris per pile location, type of services performed (IE: just grinding of debris, or the grinding, removal and disposal of debris), initial grinder mobilization and set-up cost, and additional grinder relocation and set-ups cost. Payment of invoices shall be contingent upon receipt of sufficient detail to permit identification of the services performed and compliance with contract conditions. Original invoices are required and shall not be approved for payment until all services per request have been satisfactorily performed.	ACKNOWLEDGED:

PAYMENT	Payment will be made via direct deposit/ACH after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.	ACKNOWLEDGED:
REJECTION OF BIDS	The City reserves the right to reject any or all Bids, to waive minor deviations from the specifications, to waive minor informalities in Bid process whenever it is in the City's best interest, and to accept or reject all or part of this Request for Bids, at the prices shown.	ACKNOWLEDGED:
CONTRACTOR REGISTRATION	The Contractor shall be a Washington State registered or licensed contractor at time of Bid submittal.	ACKNOWLEDGED:
LIQUIDATED DAMAGES	If the Work is not completed within the stated completion time, the Contractor agrees to pay to the City Liquidated Damages (LD's) in the amount of ZERO (\$0.00) for each and every day the Work remains uncompleted.	
CONTRACTOR CONTACT INFORMATION	Please indicate Name, Telephone Number and E-Mail address for person submitting this bid response.	Dave Alvarado 509-496-1112 dave_alvarado@air-pipe.com
ADDITIONAL INFORMATION	If you have additional information/documents to submit, upload them here.	Scans.msg
PROPRIETARY INFORMATION/PUBLIC DISCLOSURE	All materials submitted to the City in response to this competitive procurement shall become the property of the City.	ACKNOWLEDGED:
PROPRIETARY INFORMATION/PUBLIC DISCLOSURE	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.	ACKNOWLEDGED:
PROPRIETARY INFORMATION/PUBLIC DISCLOSURE	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.	ACKNOWLEDGED:
PROPRIETARY INFORMATION/PUBLIC DISCLOSURE	The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response.	ACKNOWLEDGED:
PUBLIC WORKS REQUIREMENTS		
A.	The work under this contract is classified as routine maintenance under state law.	ACKNOWLEDGED:
1.	A payment/performance bond is NOT required	ACKNOWLEDGED:
2.	Statutory retainage is NOT required	ACKNOWLEDGED:
B.	Prevailing Wage	Yes

1.	The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries (L & I).	Acknowledged:
2.	The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries: <a href="https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx">https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx</a> . Prevailing wages for all work performed pursuant to each work order must be the prevailing wage rates in effect at the beginning date for each contract year. On call contracts must have prevailing wage rates updated annually. Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of the unit priced contract. (RCW 35.22.620) Upon the anniversary date of the contract, labor rates may be adjusted according to the revised prevailing wages adopted by the Department of Labor and Industries at that time. In order to calculate the change in prevailing wages due to the Contractor, the Contractor shall provide to the City of Spokane a breakdown of the fully loaded labor rates for each classification of labor including hourly wage rates, fringe benefits, overhead and profit. The City of Spokane shall not pay for any price escalation for overhead, profit, equipment, material, or any other costs except for changes in the prevailing wages. The revised prevailing wages shall be effective for any Work issued after the anniversary date of the contract. The basis of modified prevailing wage rates applicable for the contract shall be calculated and issued in writing by the City of Spokane, but such changes shall not be included in a change order. To the extent that the contract sum changes, a change order will be issued as appropriate.	Acknowledged:
C.	Apprenticeship	Yes
1.	If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid State prevailing journeyman wages.	Acknowledged:
D.	Statement of Intent	Yes
1.	The Contractor and subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any work or payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Prior to payment of funds held under RCW 39.12.040, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician annually for all work completed within the previous twelve-month period of the unit priced contract (RCW 35.22.620).	ACKNOWLEDGED:
E.	Filing Fees	Yes

1.	The fee for the approval of 1) "Statements of Intent to Pay Prevailing Wages" and 2) "Affidavits of Wages Paid" is forty dollars (\$40) for each form. The Contractor is responsible for payment of these fees and shall make all applications directly to L & I. Reimbursement for the paid fees will be added to the amounts due the Contractor, if the Contractor submits to the City prior to final acceptance of the work a list of its subcontractors and has their "Statements of Intent to Pay Prevailing Wages" on file.	ACKNOWLEDGED:
F.	Department of Labor and Industries' Public Works and Prevailing Wage Training	Yes
1.	As of July 1, 2019 contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020	Acknowledged:
GENERAL CONDITIONS		
#1	Contractor acknowledges that they have read and understand the General Conditions Document in the "Documents" tab. If said terms and conditions are not agreed to as written, the City may deem you non-responsive.	YES
BIDDER RESPONSIBILITY CRITERIA (MANDATORY).		
#1	Contractor acknowledges that they have read the Supplemental Bidder Responsibility Criteria Form which is located in the "Documents" tab.	ACKNOWLEDGED:
#1.1	Once bids have been received and reviewed, the two lowest responsive and responsible bidders will be contacted by the City, and the bidders must provide within 24 hours, after being contacted, their completed Supplemental Bidder Responsibility Criteria Form.	ACKNOWLEDGED:
#2	BIDDER RESPONSIBILITY CRITERIA (MANDATORY). Before award, the bidder must meet the following mandatory bidder responsibility criteria to be considered a responsible bidder. The bidder may be required by the Owner to submit documentation demonstrating compliance with the criteria. The bidder must:	No
#2.1	Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of bid submittal;	ACKNOWLEDGED:
#2.2	Have a current Washington Unified Business Identifier (UBI) number;	ACKNOWLEDGED:
#2.3.1	If applicable: Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in title 51 RCW;	ACKNOWLEDGED:
#2.3.2	If applicable: Have a Washington Employment Security Department number, as required in title 50 RCW;	ACKNOWLEDGED:
#2.3.3	If applicable: Have a Washington Department of Revenue state excise tax registration number, as required in title 82 RCW.	ACKNOWLEDGED:
#2.4	Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).	ACKNOWLEDGED:

#2.5	Before award of a public works contract, the bidder under consideration for award of a public works project must submit to the public agency a sworn statement that they have not willfully violated wage payment laws within the past three years in order to be considered a responsible bidder. (See RCW 49.48.082 as modified by SSB 517).	ACKNOWLEDGED:	
#2.6	Shall affirm and certify that they will not violate any local, state, or federal labor laws or standards during the course of performing work under the City contract.	ACKNOWLEDGED:	
#2.7	Shall affirm and certify that the bidder will comply with and notify its principals and subcontractors of the provisions of the Spokane Fair Elections Code, chapter 01.07, SMC	ACKNOWLEDGED:	
#2.8	If bidding on a public works project subject to the apprenticeship utilization requirements in RCW 39.04.320, contractor shall not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the date of the bid solicitation.	ACKNOWLEDGED:	
#2.9	As of July 1, 2019, have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020 by either of the following:	Yes	
#2.9.1	Received training on the requirements related to public works and prevailing wage under chapter RCW 39.04.350 and chapter 39.12; or	ACKNOWLEDGED:	
#2.9.2	Be certified exempt by the Department of Labor and Industries by having completed three or more public work projects and have a had a valid business license in Washington for three or more years.	ACKNOWLEDGED:	
#2.9.3	This verification requirement and responsibility criteria must be included in any subcontract at every tier for the public works project.	ACKNOWLEDGED:	
BACKGROUND			
Historical Requirement	Historical Requirement. In 2019 there was a requirement to grind and remove a debris pile the size of 40' x 100' x 20'.	ACKNOWLEDGED:	
City's Independent Annual Spend Estimated.	City's Independent Annual Spend Estimated. Provided no storm occur during 12-month period, the City estimates an annual non-storm related grinding spend of \$5,000 more or less.	ACKNOWLEDGED:	
City's Independent Annual Spend Estimated.	City's Independent Annual Spend Estimated. Storms occurring during 12-month period, the City estimates a per-storm grinding services spend ranging from \$5,000 to \$49,500.	ACKNOWLEDGED:	
City's Independent Annual Spend Estimated.	Payment would only be made for actual services requested, performed and accepted.	ACKNOWLEDGED:	

Pricing	Bidders will be required to provide an all-inclusive firm, fixed price to grind, remove, and dispose of ground debris based on one assessed-cubic-yard of debris from a debris pile. Assessed-Cubic-Yard measurement is defined as the debris has not yet been ground by the contractor. Awarded contractor would invoice grinding, removal, and disposal of ground debris based on assessed-cubic-yards comprising a debris pile	ACKNOWLEDGED:
Grinder Set-up	It is probable there will be multiple, separate, pile debris sites at various locations within the City, requiring awarded Contractor to relocate grinder to perform needed grinding services.	ACKNOWLEDGED:
Grinder Set-up	Bidder will be required to provide a firm fixed price for initial grinder mobilization and set-up cost to perform grinding services for a single City designated "debris-pile" location.	ACKNOWLEDGED:
Grinder Set-up	Bidder will be required to provide a firm fixed price, that would be incurred to relocate and set-up grinder to perform grinding services at different City designated "debris-pile" location.	ACKNOWLEDGED:
All-Inclusive, Firmed Fix, Pricing	All inclusive, firmed, fixed pricing submitted on bid must be a firm price per unit and remain firm for first year of the original contract term. Upon renewal or the anniversary date the vendor can request price changes with adequate justification	ACKNOWLEDGED:
TECHNICAL REQUIREMENTS		
Performance	Unless otherwise stated, the Contractor will be responsible for the furnishing of all labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary for the proper performance and completion of the described Work. The apparent silence or omission as to any detail of any Work to be done or materials to be furnished and required for the proper performance of the Work, shall be regarded as meaning that the best general practice is to prevail, and that material and workmanship of the best quality are to be used, and interpretation of the scope of work shall be made upon this basis.	ACKNOWLEDGED:
Scope of Work	Grind wood storm debris piles and provide removal and disposal of debris.	ACKNOWLEDGED:
Response Time	Work must be completed within mutually agreed upon time by the City Department Requesting Service and Contractor. • Repeated delays in response to requests will be interpreted as a failure to comply with contractual obligations and may be cause for cancellation of the contract.	ACKNOWLEDGE:
Equipment	Maintain all adequate equipment needed to include but not limited to large tub grinder, to perform grinding and the removal of storm debris to include but not limited to: large tub grinder, safety equipment, vehicles, and trailers for removal and disposal of debris.	ACKNOWLEDGE:
Professionalism	Successful vendor will fulfill contract in a responsible, professional manner at all times. Representatives shall dress appropriately and use acceptable health and safety practices.	ACKNOWLEDGE:
BID		

PRICING	The City of Spokane will not be responsible if there are foreign objects such as metal, rocks or other non-woody debris in the material. The City of Spokane is not responsible for any foreign objects that could be in the material. The material to be processed is wood products to the best of our knowledge.	ACKNOWLEDGED:
Addenda	Indicate how many Addenda the Contractor acknowledges receipt of and agrees that its requirements have been included in this Bid.	0
Withdrawal of Bid	The Contractor agrees that its Bid will NOT be withdrawn for a minimum of sixty (60) calendar days after the stated submittal date.	ACKNOWLEDGED:
Subcontractors	Download and complete the Subcontractor document in the "Documents" tab and upload it.	Scans.msg
PRICING	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 shall be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.	ACKNOWLEDGED:
PRICING	All-inclusive firm fixed Unit Pricing shall not include sales tax	ACKNOWLEDGED:
PRICING	The price(s) listed on the pricing tab of this project is tendered as an offer to furnish all labor, materials, equipment and supervision required to complete the proposed project in strict accordance with the contract documents.	ACKNOWLEDGED:
PRICING	Bidders will be required to provide an all-inclusive firm, fixed price to grind, remove and dispose of ground debris based on one assessed-cubic-yard of debris from a debris pile. Assessed-Cubic-Yard measurement is defined as the debris has not yet been ground by the contractor. Enter On Bid Pricing Tab all-inclusive firm, fixed price to perform grinding services, removal, and disposal of one assessed-cubic-yard of debris. Pricing Should Not Include Tax.	ACKNOWLEDGED:
PRICING	Grinder Initial Mobilization and Set-up Cost. Enter On Bid Pricing Tab Enter firm, fixed price to mobilize and set-up grinder to perform grinding services for a single City designated "debris-pile" location.	ACKNOWLEDGED:
PRICING	Grinder Relocation and Set-up Cost. Enter On Bid Pricing Tab firm, fixed price, that would be incurred each time, grinder needs to be relocated and set-up to perform grinding services at different City designated "debris-pile" location.	ACKNOWLEDGED:
Comparative Purposes Only	For Bid Comparative Purposes Only, Bidder must provide an all-inclusive, single-total, firm, fixed price that would be incurred to: Mobilize and Set-up Grinder, and to Grind, Remove, and Dispose of a single debris pile the size of 40' x 100' x 20'. The overall total firm fixed pricing stated by the Bidder should be an overall, all-inclusive, firm, fixed price, that would not include tax. Bidder ---should not--- enter a price per assessed cubic yard. Enter the all-inclusive, single-total, firm, fixed price here.	\$49,350.00

Comparative Purposes Only	The above price stated would not be included in the evaluation unless, there appears to be a significant variance among Bidder's all-inclusive firm, fixed pricing per assessed-cubic yard, to grind, remove, and disposal of debris.	ACKNOWLEDGED:
CONTRACTOR RESPONSIBILITY		
#1	Provide Washington State Contractor's Registration No.	NORTHIS006P
#2	Provide Contractor's U.B.I. Number	601932489
#3	Provide Contractor's Washington Employment Security Department Number	076072-00
#4	Provide Contractor's Washington Excise Tax Registration Number	91-1967430
#5	Provide Contractor's City of Spokane Business Registration Number	T12031799BUS
CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUS		
#1	The Contractor hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the contractor is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction. I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.	YES
REMEDIES		
#1	In the event of a breach by either party, of any of their obligations under this Agreement, each party, in addition to being entitled to exercise all rights granted by law and under this Agreement, including recovery of damages, will be entitled to specific performance of its rights under this Agreement. The parties agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach of any of the provisions of this Agreement and hereby further agree that, in the event of any action for specific performance in respect of such breach, it shall waive the defense that a remedy at law would be adequate.	ACKNOWLEDGED
TERMINATION FOR CAUSE AND CONVENIENCE.		
#0	In accordance with 2 CFR 200.338 and 200.339, the CITY may suspend or terminate this Agreement if the CONTRACTOR materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:	Yes
#1	Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and FEMA guidelines, policies or directives as may become applicable at any time;	ACKNOWLEDGED

#2	Failure, for any reason, of the CONTRACTOR to fulfill in a timely and proper manner its obligations under this Agreement;	ACKNOWLEDGED
#3	Ineffective or improper use of funds provided under this Agreement; or	ACKNOWLEDGED
#4	Submission by the CONTRACTOR to the CITY reports that are incorrect or incomplete in any material respect.	ACKNOWLEDGED
#5	In accordance with 2 CFR 200.339, this Agreement may also be terminated for convenience by either the CITY or the CONTRACTOR, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the CITY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the CITY may terminate the award in its entirety.	ACKNOWLEDGED
#6	If the Agreement is terminated or partially terminated, both the CITY and CONTRACTOR remain responsible for compliance with the requirements in 2 CFR 200.343 Closeout and 200.344 Post-closeout adjustments and continuing responsibilities. In addition, CITY shall report any terminations for the CONTRACTOR's material failure to comply with the Federal statutes, regulations, or terms and conditions of the Federal award into the Office of Management and Budget ("OMB") designated integrity and performance system accessible through the System for Award Management (currently FAPIIS) as required under 2 CFR 200.340.	ACKNOWLEDGED
EQUAL EMPLOYMENT OPPORTUNITY		
#0	During the performance of this contract, the CONTRACTOR agrees as follows:	No
#1	The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.	ACKNOWLEDGED
#2	The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.	ACKNOWLEDGED

#3	The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR's legal duty to furnish information.	ACKNOWLEDGED
#4	The CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the CONTRACTOR's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.	ACKNOWLEDGED
#5	The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.	ACKNOWLEDGED
#6	The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.	ACKNOWLEDGED
#7	In the event of the CONTRACTOR's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.	ACKNOWLEDGED:

#8	<p>The CONTRACTOR will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub CONTRACTOR or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.</p>	ACKNOWLEDGED
#9	<p>The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.</p>	ACKNOWLEDGED
#10	<p>The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.</p>	ACKNOWLEDGED
#11	<p>The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.</p>	ACKNOWLEDGED

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT				
Clean Air Act	The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.	ACKNOWLEDGED		
Clean Air Act	The contractor agrees to report each violation to the CITY and understands and agrees that the CONTRACTOR will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.	ACKNOWLEDGED		
Clean Air Act	The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.	ACKNOWLEDGED		
Federal Water Pollution Control Act	The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.	ACKNOWLEDGED		
Federal Water Pollution Control Act	The contractor agrees to report each violation to the CITY and understands and agrees that the CONTRACTOR will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.	ACKNOWLEDGED		
Federal Water Pollution Control Act	The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA).	ACKNOWLEDGED		
LOBBYING				
#0	The CONTRACTOR hereby certifies that:	Yes		
#1	Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)	ACKNOWLEDGED		
#2	Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.	ACKNOWLEDGED		

#2.1	No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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; and	ACKNOWLEDGED
#2.2	If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and	ACKNOWLEDGED
#2.3	It will require that the language of paragraph (d) [below] of this certification 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; and	ACKNOWLEDGED
#2.4	Lobbying Certification. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. 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. By signing this document, the CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any.	ACKNOWLEDGED
PROCUREMENT OF RECOVERED MATERIALS		
#0	In the performance of this Agreement, the CONTRACTOR shall make maximum use of products containing recovered materials that are Environmental Protection Agency ("EPA") designated items unless the product cannot be acquired:	Yes
#1	Competitively within a timeframe providing for compliance with the Agreement performance schedule;	ACKNOWLEDGED
#2	Meeting Agreement performance requirements; or	ACKNOWLEDGED
#3	At a reasonable price.	ACKNOWLEDGED
#4	Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <a href="https://www.epa.gov/smm/comprehensive-procurement-guidelines-cpg-program">https://www.epa.gov/smm/comprehensive-procurement-guidelines-cpg-program</a> .	ACKNOWLEDGED
#5	The CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.	ACKNOWLEDGED

#6	The CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.	ACKNOWLEDGED
ACCESS TO RECORDS		
#0	The following access to records requirements apply to this Agreement:	Yes
#1	The CONTRACTOR agrees to provide the CITY, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this	ACKNOWLEDGED
#2	The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.	ACKNOWLEDGED
#3	The CONTRACTOR agrees to provide the FEMA Administrator or authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.	ACKNOWLEDGED
#4	In compliance with the Disaster Recovery Act of 2018, the CITY and the CONTRACTOR acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.	ACKNOWLEDGED
U.S. DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, AND FLAGS		
#1	The CONTRACTOR shall not use the U.S. Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.	ACKNOWLEDGED
COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS		
#1	This is an acknowledgement that FEMA financial assistance may be used to fund all or a portion of the Agreement. The CONTRACTOR will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.	ACKNOWLEDGED
NO OBLIGATION BY FEDERAL GOVERNMENT		
#1	The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the CITY, CONTRACTOR, or any other party pertaining to any matter resulting from the Agreement.	ACKNOWLEDGED

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS		
#1	The CONTRACTOR acknowledges that 31 U.S. Code Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR's actions pertaining to this Agreement.	ACKNOWLEDGED
DOMESTIC PREFERENCE		
DOMESTIC PREFERENCE	As appropriate and to the extent consistent with law, the CONTRACTOR should to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirement of this sections must be included in all subawards including all contracts and purchase orders for work or products under this award.	ACKNOWLEDGED

### Pricing Responses

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment
Default Item Group								
	Firm Fixed Price Per Assessed Cubic Yard	All-inclusive, firm, fixed price per assessed cubic yard to grind, remove and dispose of ground debris.  Assessed- Cubic-Yard measurement is defined as the debris has not yet been ground by the contractor. Pricing Should Not Include Tax.	Base	Per Each Assessed Cubic Yard	1.00	\$16.25	\$16.25	per cubic yard
	Grinder Initial Mobilization and Set-up Cost	Enter firm, fixed price to mobilize and set-up grinder to perform grinding services for a single City designated "debris-pile" location.	Base	Each	1.00	\$1,200.00	\$1,200.00	initial setup

Grinder Relocation and Set-up Cost		Enter firm, fixed price, that would be incurred each time, grinder needs to be relocated and set-up to perform grinding services at different City designated "debris-pile" location.	Base	Each	1.00	\$600.00	\$600.00	The price submitted will be honored providing once initial job is completed, the operation will only allow no more than 2 days to move to next site. If it takes more than 2 days the initial mobilization fixed cost will apply
<b>Total Base Bid</b>		\$1,816.25						

## SUBCONTRACTOR LIST

PROJECT NAME: Grind and Remove Storm Debris # PWITB 5388-21

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

**CONTRACTOR/SUPPLIER** \_\_\_\_\_

TYPE OF WORK/BID ITEM \_\_\_\_\_

AMOUNT \_\_\_\_\_

CONTRACTOR'S REGISTRATION NO. \_\_\_\_\_

**CONTRACTOR/SUPPLIER** \_\_\_\_\_

TYPE OF WORK/BID ITEM \_\_\_\_\_

AMOUNT \_\_\_\_\_

CONTRACTOR'S REGISTRATION NO. \_\_\_\_\_

**CONTRACTOR/SUPPLIER** \_\_\_\_\_

TYPE OF WORK/BID ITEM \_\_\_\_\_

AMOUNT \_\_\_\_\_

CONTRACTOR'S REGISTRATION NO. \_\_\_\_\_

**CONTRACTOR/SUPPLIER** \_\_\_\_\_

TYPE OF WORK/BID ITEM \_\_\_\_\_

AMOUNT \_\_\_\_\_

CONTRACTOR'S REGISTRATION NO. \_\_\_\_\_

X NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT



# City of Spokane, Washington

## Supplemental Bidder Responsibility Criteria

<b>Project Name:</b> Grinding, Removal of Storm Debris Piles At Various City of Spokane Locations - PW Maint	
Project # PW ITB 5388-21	
<b>Part A: General Company Information</b>	
Company Name Northwest Industrial Services	
Address 3808 N. Sullivan Rd. Bldg. 107A Spokane Valley, WA 99216	
Contact Name and Title Dave Alvarado V.P.	
Contact Phone 509-496-1112	Contact E-mail dave_alvarado@air-pipe.com
Years in business as a Prime Contractor 22	Years in business as a sub-contractor
Years in business under present Name 22	
List any former company names under which the company, its owners, and/or its principals has operated in the past five (5) years N/A	
Explain reason for name change(s) in the past five (5) years	
<b>Part B: Work Experience</b>	
List at least three (3) HA projects completed within the last five (5) years on the attached Project Experience form which are similar in type, size and scope of work required for this project	
<b>Part C: Performance Evaluation</b>	
Under past or present names, does the bidder have a history of receiving "deficient" or "inadequate" evaluations on two (2) or more contracts from the City or other municipalities or another governmental agency on a public works project within the last five (5) years?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes" attach a separate, signed / dated statement listing the projects and an explanation.	
<b>Part D: Record of Debarment / Disqualification</b>	
Has the bidder (including the primary contractor, any firm with which any of the primary contractor's owners, officers, or partners was associated) been debarred, disqualified, removed or has been otherwise prevented from bidding on, or completing any governmental agency or public works projects, including debarment by the federal, state or other municipal government during the last five (5) years?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes", attach a separate signed / dated statement listing any debarments, disqualifications, removal, etc. from any governmental public works project and the basis for the action.	
<b>Part E: Safety</b>	
In the last five (5) years, has the bidder received willful or repeat violations of safety or health regulations by the OSHA or other agencies responsible for safety oversight?	
The Contractor shall submit safety records for the past three (3) years including OSHA 300A logs, recordable incidents, lost time accident statistics, EMR rating, OSHA type violations and NAICS code. The Contractor shall submit a list of any work activities previously performed at the City of Spokane Street Department. It is expected the contractor will have an EMR rating <1, OSHA recordable rate below Industry average and no OSHA Violations for the past 3 years.	

<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," attach a separate signed /dated statement describing each willful or repeat violation, including information about the dates and nature of the violations, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed and a decision has been issued, state the case number and the date of the decision.
<b>Part F: Environmental</b>
In the last five (5) years, has the bidder received serious citations from government environmental enforcement agencies on projects for which the bidder was the contractor?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," attach a separate signed / dated statement describing each serious citation, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed and a decision has been issued, state the case number and the date of the decision.
<b>Part G: Discrimination</b>
Has the bidder or any of its owners, officers or partners been found guilty of violating or failing to comply with discrimination laws in contracting, employment or provision of public services?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a separate signed / dated statement identifying the type of violation, who was involved, the name of the public agency, year of the investigation, the resolution in court or administrative process, and the grounds for the findings.
<b>Part H. Prevailing Wage</b>
In the last five (5) years, has the bidder received prevailing wage violations as determined by the applicable state or federal government agency monitoring prevailing and/or Davis Bacon wage compliance?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," attach a separate signed/dated statement listing the prevailing wage violations, along with an explanation of each violation and how it was resolved. The City shall evaluate these explanations and the resolution of each violation to determine whether the violations demonstrate a pattern of failure to pay prevailing wages to workers unless there are extenuating circumstances acceptable to the City.
<b>Part I. Claims Against Retainage and Bonds</b>
Does the bidder have a record of multiple claims filed against the retainage or payment bonds for public works projects during the previous three (3) years?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a separate signed / dated statement listing the claims filed against the retainage and/or payment bond for any completed public works projects and include for each project a written explanation of the circumstances surrounding the claim and the ultimate resolution of the claim. The City shall evaluate the statement to determine if it demonstrates a lack of effective management by the bidder of making timely and appropriate payments, unless there are extenuating circumstances acceptable to the City in its sole discretion.
<b>Part J. Termination for Cause</b>

Has the bidder had any public works contract terminated for cause by any government agency during the previous five (5) years?

☐ Yes ☒ No

If "Yes", attach a separate signed / dated statement listing each contract terminated, the government agency terminating the contract and the circumstances involving the termination for cause. The City will determine if there are extenuating circumstances acceptable to the City in its sole discretion.

#### Part K: Litigation

Has the bidder been involved in lawsuits (or arbitrations for those instances where arbitration is completed in lieu of a lawsuit) with judgments entered against the bidder for failure to meet terms on contracts in the previous five (5) years?

☐ Yes ☒ No

If "Yes", attach a list of lawsuits and/or arbitrations with judgments / arbitration awards entered against the bidder along with a written explanation of the circumstances surrounding each lawsuit and/or arbitration. The City will evaluate the explanations to determine whether the lawsuits and/or arbitrations demonstrate a pattern of failing to meeting terms of conditions of contracts, unless there are extenuating circumstances acceptable to the City in its sole discretion.

#### Part L: Delinquent State Taxes

Does the bidder owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department before the date of contract award?

☐ Yes ☒ No

If "Yes", attach a separate signed / dated statement describing the circumstances and stating that the bidder is not on the Washington State Department of Revenue's "Delinquent Taxpayer List".

#### Part M: Subcontractor Responsibility

Does the bidder's standard subcontract form include the subcontractor language required by RCW 39.06.020? Does the bidder have an established procedure which it uses to validate the responsibility of each of its subcontractor? Does the subcontract form require that each of the bidder's subcontractors have and document a similar procedure for sub-tier subcontractors?

☐ Yes ☒ No

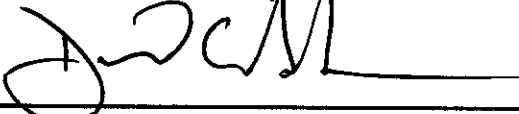
If "Yes" or "No", provide a copy of its standard subcontract form and a copy of the procedures used to validate the responsibility of subcontractors.

#### Signature

The undersigned certifies that the information and data contained herein is correct and complete. Failure to disclose information or submitting false or misleading information may result in rejection of my bid, revocation of award, contract termination, or may impact my firm's ability to bid on future projects by the City of Spokane.

Signature of Authorized Representative

Date



2/5/2024

Printed Name of Authorized Representative David C. Alvarado

Title VP



## Attachment to Supplemental Bidder Responsibility Criteria Work Experience Form

Please complete one form per project and include the minimum number of projects (and forms) as requested. You may include any additional work experience you deem relevant in determining bidder responsibility. Please be sure to provide a thorough description of the work in order to demonstrate how your firm meets any required experience detailed in the specifications. You may attach additional documentation if needed.

### PROJECT DETAIL

Bidder's Company Name <b>NorthWest Industrial Service</b>		Bidders Contact Name & Phone Number <b>Dave Alvarado 509-496-1112</b>	
Project Name <b>Storm Debris Wind Storm</b>		Project Contract Number <b>TRANSF Stations</b>	
Project Owner <b>Waste Connections</b>		Project Location	
Project Owner Contact Name & Title <b>Matt Konzal</b>		Owner's Telephone Number <b>509-928-3072</b>	
Notice to Proceed Date <b>Nov 17, 2015</b>	Final Completion Date <b>Nov 24, 2015</b>	Awarded Contract Value <b>Set Per Ton Combined \$ 21<sup>00</sup></b>	Final Contract Price <b>21<sup>00</sup></b>
Prime Contractor Name (If Not Bidder)		Contractor Contact Name & Phone Number (If Not Bidder)	
Brief Project Description <b>Handled Excess Storm Green waste debris to our MRF. Grind, Transfer to Barr Tech</b>			
Brief Summary Of Technical Work Completed By Bidder, Including Any Relevant Details To Demonstrate Similar Experience And Any Required Experience Detailed In the Specifications  <b>We operate a Materials Recovery Facility and in the past when needed we would mobilize grinder on site and process for removal clean green that had been collected from our Roll Off customers. We performed this operation over 5 times during our 22 years in business.</b>			

## Attachment to Supplemental Bidder Responsibility Criteria Work Experience Form

Please complete one form per project and include the minimum number of projects (and forms) as requested. You may include any additional work experience you deem relevant in determining bidder responsibility. Please be sure to provide a thorough description of the work in order to demonstrate how your firm meets any required experience detailed in the specifications. You may attach additional documentation if needed.

### PROJECT DETAIL

Bidder's Company Name <b>Northwest Industrial</b>		Bidders Contact Name & Phone Number <b>Dave Alvarado</b> <b>509-496-1112</b>	
Project Name <b>Roll off Container</b>		Project Contract Number	
Project Owner <b>Northwest Industrial</b>		Project Location <b>MRF - Spokane Industrial Park</b>	
Project Owner Contact Name & Title <b>Dave Alvarado</b>		Owner's Telephone Number <b>509-496-1112</b>	
Notice to Proceed Date <b>2007</b>	Final Completion Date <del>ongoing</del> <b>2017</b>	Awarded Contract Value <b>\$100,000.00</b> <b>Annual</b>	Final Contract Price <b>—</b>
Prime Contractor Name (If Not Bidder)		Contractor Contact Name & Phone Number (If Not Bidder)	
Brief Project Description <b>Roll off container collect Green waste from different customers. Bring Back to our MRF to stockpile then would Grind-Transport to BarrTech</b>			
Brief Summary Of Technical Work Completed By Bidder, Including Any Relevant Details To Demonstrate Similar Experience And Any Required Experience Detailed In the Specifications  <b>We operate a Materials Recovery Facility and in the past when needed we would mobilize grinder on site and process for removal clean green that had been collected from our Roll Off customers. We performed this operation over 5 times during our 22 years in business.</b>			

## Attachment to Supplemental Bidder Responsibility Criteria Work Experience Form

Please complete one form per project and include the minimum number of projects (and forms) as requested. You may include any additional work experience you deem relevant in determining bidder responsibility. Please be sure to provide a thorough description of the work in order to demonstrate how your firm meets any required experience detailed in the specifications. You may attach additional documentation if needed.

### PROJECT DETAIL

Bidder's Company Name <b>Northwest Industrial</b>		Bidders Contact Name & Phone Number <b>Dave ALVARADO 509-496-1112</b>	
Project Name <b>Emeralds Golf Course</b>		Project Contract Number <b>An ordinary maintenance Debris Removal</b>	
Project Owner <b>City of Spokane</b>		Project Location <b>Emeralds Golf Course</b>	
Project Owner Contact Name & Title <b>Mark Poirier</b>		Owner's Telephone Number <b>509-625-3790</b>	
Notice to Proceed Date <b>Summer Oct, 20 2020</b>	Final Completion Date <b>Nov 22, 2020</b>	Awarded Contract Value <b>\$ 22,710</b>	Final Contract Price <b>\$ 22,710</b>
Prime Contractor Name (If Not Bidder)		Contractor Contact Name & Phone Number (If Not Bidder)	
Brief Project Description <b>Remove Debris pile from Emeralds Golf Course to be Grinded &amp; processed.</b>			
Brief Summary Of Technical Work Completed By Bidder, Including Any Relevant Details To Demonstrate Similar Experience And Any Required Experience Detailed In the Specifications  <b>We operate a Materials Recovery Facility and in the past when needed we would mobilize grinder on site and process for removal clean green that had been collected from our Roll Off customers. We performed this operation over 5 times during our 22 years in business.</b>			

## SECTION II. GENERAL REQUIREMENTS

### AIA DOCUMENT A201 "GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION"

By reference, the printed document "General Conditions of the Contract for Construction, AIA Document A201, 2007 edition, is partially hereby referenced and included, and shall be part of the Contract Documents. Copies of AIA documents are available for purchase from the American Institute of Architects (AIA) or its local distributor.

### SUPPLEMENTARY GENERAL CONDITIONS OF THE CONTRACT

The following supplements modify the "General Conditions of the Contract for Construction," AIA Document A201, 2007. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

### ARTICLE 3 - CONTRACTOR

3.5.1 Add a subparagraph 3.5.1 to read:

**GUARANTY.** The Contractor guarantees all Work, labor and materials for one (1) year following final acceptance of the Work. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the Work in a satisfactory condition and repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply to Work, which has been abused or neglected by the City. This guaranty shall be in addition to any standard warranty or service guaranty offered by the Contractor, or manufacturer(s).

3.6 TAXES:

3.6.1 Add a subparagraph 3.6.1 to read:

3.6.1 WASHINGTON STATE RETAIL SALES TAX.

- A. **GENERAL CONSTRUCTION.** Retail sales tax, when applicable, will be paid as a separate item, and shall not be included in the Bid price. Sales tax shall be added on the amounts due the Contractor and the Contractor shall be solely responsible for making payment to the State. The Owner reserves the right to claim any exemption authorized by law.
- B. **PUBLIC STREET IMPROVEMENTS.** If the technical requirements in the specifications indicate that all or a portion of the Work is a "public street improvement" as defined by state law, the Contractor shall include all contractor-paid taxes, including use taxes on materials in its price Bid. The Owner will NOT pay retail sales tax as a separate item.

3.7 PERMITS, FEES AND NOTICES

3.7.1 Add the following to subparagraph 3.7.1:

The Contractor shall be responsible for obtaining at its expense all associated and necessary permits required by regulatory agencies. Below is a list of permits that may be required on typical Projects, and where they may be obtained. The list is included for the Contractor's benefit and is not

considered exhaustive:

Building Permit, Building Services	625-6300
Electrical Permit, Building Services	625-6300
City Business License, Taxes and Licenses	625-6070
Hydrant Permit, Hydrant Foreman	625-7800
Hydrant Permit, Engineering Services	625-6300
Obstruction Permit, Engineering Services	625-6300
Sewer Permit, Engineering Services	625-6300
Water Service Application, Engineering Services	625-6300

3.7.6 Add a subparagraph 3.7.6 to read:

The Contractor and every subcontractor (and suppliers when legally required) shall obtain a City business license prior to beginning their work.

3.7.7 Add a subparagraph 3.7.7 to read:

The Contractor shall pay for the use of municipal or private property for storage of materials, parking, temporary obstructions, enclosures, opening and patching of streets, etc., off of the property arising from construction and completion of Work.

### 3.18 INDEMNIFICATION

3.18.2 Add the following to subparagraph 3.18.2:

The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 (Title 51) and was the subject of mutual negotiation.

## ARTICLE 5 - SUBCONTRACTORS

### 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.1 Delete subparagraph 5.2.1 and replace with:

If this Invitation to Bid (ITB) includes the City's provided Bid Form (at the end of this document), the Contractor shall at time of Bid submittal submit the names of the subcontractors with whom the Contractor, if awarded the Contract, will subcontract for performances of the Work. As circumstances change during the Work, the Contractor shall submit the names of all person or entities (including those materialmen who are to furnish materials or equipment fabricated to a special design).

## ARTICLE 8 - TIME

8.4 Add a new section to read:

### 8.4 LIQUIDATED DAMAGES

Because the Owner finds it impractical and extremely difficult to calculate the actual damages which will be suffered by the Owner as a result of the Contractor's failure to complete the Work on time, the Owner has adopted Liquidated Damages (LD's) for this Work as set forth in the Bid proposal.

## ARTICLE 9 - PAYMENTS AND COMPLETION

### 9.4 CERTIFICATES FOR PAYMENT

#### 9.4.2 Add the following to subparagraph 9.4.2:

Payment will not constitute a waiver of any claims by the Owner that the Work fails to comply with the Contract Documents.

## ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY

### 10.1 SAFETY PRECAUTIONS AND PROGRAMS

#### 10.1.1 Add a subparagraph 10.1.1 to read:

If the Work involves trench excavation which will exceed a depth of four (4) feet, the Contractor shall provide adequate safety systems for the trench excavation that meet the requirements of the Washington Industrial Safety and Health Act (WISHA chapter 49.17 RCW).

### 10.2 SAFETY OF PERSONS AND PROPERTY

#### 10.2.4 Add the following to subparagraph 10.2.4:

The Contractor shall give the Owner reasonable advance notice of the use of storage.

## ARTICLE 11 – INSURANCE AND BONDS

### 11.1 CONTRACTOR'S LIABILITY INSURANCE

#### 11.1 Delete paragraph 11.1 and replace with:

During the Term of the Contract, the Contractor shall maintain in force at its own expense, the below insurance coverage:

- a. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability or Stop Gap 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 \$1,000,000.00 each occurrence for bodily injury and property damage. It shall include premises and operations, independent contractors,

products and completed operations, personal injury liability and contractual liability coverage for the indemnity provided under the Contract. It shall provide that the City, its officers, and employees and the Architect are Additional Insureds but only with respect to the Contractor's services to be provided under the 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 insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. The Contractor shall furnish an acceptable Certificate of Insurance (COI) to the City at the time it returns the signed Contract. The Contractor's COI shall specify the City of Spokane as Additionally Insured, and all of the parties who are Additionally Insured; and include applicable policy endorsements and the deduction or retention level. Insuring companies or entities are subject to City acceptance.

### 11.3 PROPERTY INSURANCE

11.3.1 Revise "Owner" to "Contractor" in subparagraph 11.3.1.

11.3.1.2 Delete subparagraph 11.3.1.2.

11.3.1.3 Revise "Owner" to "Contractor" in subparagraph 11.3.1.3.

## ARTICLE 13 - MISCELLANEOUS PROVISIONS

13.5.1 Add the following to subparagraph 13.5.1:

The Owner shall employ and pay for the services of an independent agency, testing laboratory or other qualified Contractor to perform services which are the Owner's responsibility as defined by the International Building Code and the "Special Inspection Manual" for the International Building Code.

13.8 Add a paragraph 13.8 to read:

**NONDISCRIMINATION.** No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor 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 Contractor.

13.9 Add a paragraph 13.9 to read:

**ANTI-KICKBACK.** No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the

Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Contract.

13.10      Add a paragraph 13.10 to read:

**END OF SUPPLEMENTARY GENERAL CONDITIONS**

## Aga, Laura

---

**From:** Rinderle, Rick  
**Sent:** Tuesday, February 9, 2021 1:43 PM  
**To:** Dave Alvarado  
**Cc:** Prince, Thea; Aga, Laura; Rinderle, Rick; Harris, Clint E.; Strong, Carl  
**Subject:** RE: Clarification Needed (RE: City of Spokane Bid PW ITB 5388-21)

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Mr. Alvarado,

Thank you for your documented response.

Respectfully,

Rick Rinderle, C.P.M.  
Procurement Specialist  
City of Spokane  
Phone 509 625 6527  
RRinderle@spokanecity.org

---

**From:** Dave Alvarado <dave\_alvarado@air-pipe.com>  
**Sent:** Tuesday, February 9, 2021 1:40 PM  
**To:** Rinderle, Rick <rrinderle@spokanecity.org>  
**Subject:** RE: Clarification Needed (RE: City of Spokane Bid PW ITB 5388-21)

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Hi Rick,

In regards to the pulled stumps, we will not be able to take those at the provided rate we submitted as they were not specifically mentioned in the bid packet.

Best regards,

*Dave Alvarado*

Northwest Industrial Services, LLC  
509-496-1112 Cell  
509-244-8404 Office

---

**From:** Rinderle, Rick  
**Sent:** Monday, February 8, 2021 1:16 PM  
**To:** 'dave\_alvarado@air-pipe.com' <[dave\\_alvarado@air-pipe.com](mailto:dave_alvarado@air-pipe.com)>  
**Cc:** Prince, Thea <[tprince@spokanecity.org](mailto:tprince@spokanecity.org)>; Rinderle, Rick <[rrinderle@spokanecity.org](mailto:rrinderle@spokanecity.org)>

**Subject:** Clarification Needed (RE: City of Spokane Bid PW ITB 5388-21

**Importance:** High

Mr. Dave Alvarado:

Phone 509 496 1112

[Dave\\_alvarado@air-pipe.com](mailto:Dave_alvarado@air-pipe.com)

Mr. Alvarado:

In regard to the bid scope it merely stated grinding of storm debris piles, pulled stumps were not specifically mentioned.

Would you please respond to this email providing a **documented response** if stumps, that have been pulled from the ground, would not pose any issues in regards to Northwest Industrial Services providing grinding of debris.

Thanks in advance for your needed quick documented response, as the City has over a hundred stumps pulled from the Parks, and needs confirmation from Northwest Industrial Services, so that the City knows if the stumps can be placed in the debris pile(s).

Rick Rinderle, C.P.M.

Procurement Specialist

City of Spokane

Phone 509 625 6527

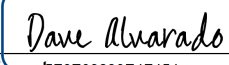
[RRinderle@spokanecity.org](mailto:RRinderle@spokanecity.org)

**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.

<u>Northwest Industrial Services, LLC</u> Name of Subrecipient / Contractor / Consultant (Type or Print)	_____ Program Title (Type or Print)
<u>Dave Alvarado</u> Name of Certifying Official (Type or Print)  <u>Business Dev Manager</u> Title of Certifying Official (Type or Print)	DocuSigned by:  Signature 03230E4F454... 3/5/2021 Date (Type or Print)



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

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (3/5/2021), the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

As of July 1, 2019, have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020 by either of the following:

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

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

Northwest Industrial Services, LLC

Bidder's Business Name

DocuSigned by:

Dave Alvarado

Signature of Authorized Official\*

Dave Alvarado

Printed Name

Business Dev Manager

Title

3/5/2021

Date

Spokane valley

City

WA

State

Check One:

Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☒

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

WA

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

WA

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

# Briefing Paper

## Public Safety and Community Committee

<b>Division &amp; Department:</b>	Innovation and Technology Services Division
<b>Subject:</b>	Accela Annual Support and Upgrades
<b>Date:</b>	June 7, 2021
<b>Author (email &amp; phone):</b>	Michael Sloon, <a href="mailto:msloon@spokanecity.org">msloon@spokanecity.org</a> , 625-6468
<b>City Council Sponsor:</b>	CM Michael Cathcart
<b>Executive Sponsor:</b>	Eric Finch and Michael Sloon
<b>Committee(s) Impacted:</b>	Sustainable Resources Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	ITSD – Accela Annual Software Maintenance and Support  Utilizing Budget Account #5300 73300 18850 54820
<b>Strategic Initiative:</b>	Sustainable Resources
<b>Deadline:</b>	June 30, 2021
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Ongoing support and upgrades

Background/History:

Accela support the City's Permitting and Licensing software, which is utilized by several departments. Accela is the only supplier of this licensing. 2020 contracted amount was \$189,127.87. The price difference for 2021 is the annual contract increase not to exceed 2.99%.

Executive Summary:

- Contract with Accela for Annual Software Maintenance and Support of the City's Permitting & Licensing System.
- Requesting \$194,612.92 including tax for the renewal of this contract for year 2021
- Requesting \$200,256.34 including tax for the renewal of this contract for year 2022.
- Total two year contract request is \$394,868.92
- Term is July 1, 2021 – June 30, 2023

Budget Impact:

Approved in current year budget? ☒ Yes ☐ No

Annual/Reoccurring expenditure? ☒ Yes ☐ No

If new, specify funding source:

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

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No

Requires change in current operations/policy? ☐ Yes ☒ No

Specify changes required:

Known challenges/barriers:

# Briefing Paper

## Public Safety and Community Committee

<b>Division &amp; Department:</b>	Innovation and Technology Services Division
<b>Subject:</b>	Mitchell Humphrey & Co. Annual Support and Upgrades
<b>Date:</b>	June 7, 2021
<b>Author (email &amp; phone):</b>	Michael Sloon, <a href="mailto:msloon@spokanecity.org">msloon@spokanecity.org</a> , 625-6468
<b>City Council Sponsor:</b>	CM Michael Cathcart
<b>Executive Sponsor:</b>	Eric Finch and Michael Sloon
<b>Committee(s) Impacted:</b>	Sustainable Resources Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	ITSD – Mitchell Humphrey Financial Management System (FMS) Annual Software Maintenance and Support  Utilizing Budget Account #5300 73300 18850 54820
<b>Strategic Initiative:</b>	Sustainable Resources
<b>Deadline:</b>	June 30, 2021
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Ongoing support and upgrades
<b>Background/History:</b>  Mitchell Humphrey supports the City's Financial Management System (FMS), which is utilized by the accounting Department. Mitchell Humphrey is the only supplier of FMS licensing. 2020 contracted amount was \$99,659.84.	
<b>Executive Summary:</b>  <ul style="list-style-type: none"> <li>Contract with Mitchell Humphrey for Annual Software Maintenance and Support of the City's Financial Management System.</li> <li>Requesting \$102,649.14 including tax for the renewal of this contract.</li> <li>Term is July 1, 2021 – June 30, 2022</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

## Briefing Paper

### Public Safety & Community Health Committee

<b>Division &amp; Department:</b>	Public Works, 4100 Water & Hydroelectric Services
<b>Subject:</b>	Meter Reading Support Services Contract Renewal
<b>Date:</b>	7 June 2021
<b>Author (email &amp; phone):</b>	Loren Searl, <a href="mailto:lsearl@spokanecity.org">lsearl@spokanecity.org</a> , 625-7851
<b>City Council Sponsor:</b>	Councilmember Kinnear
<b>Executive Sponsor:</b>	Marlene Feist, Public Works Director
<b>Committee(s) Impacted:</b>	PIES
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Funding for these services is available in the Water & Hydroelectric Services' department budget.
<b>Strategic Initiative:</b>	Innovative Infrastructure, Sustainable Resources
<b>Deadline:</b>	The existing contract for these services expires at the end of June 2021.
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	This contract renewal will support the Water department's use of existing meter reading product through June 2022.
<p><b>Background/History:</b> <i>In 2016, the City's Accounting department initiated a minor contract for support services needed for the Water department's meter reading product. That contract has since been renewed on an annual basis. This year's renewal brings the total multi-year value of the agreement over \$130,000, which is why Council approval of the renewal is now required. Support for the department's main product – the FC300 – is ending December 31, 2021 and the charges on this renewal have been prorated accordingly. The department will correspondingly reassess its need for support services in 2022.</i></p>	
<p><b>Executive Summary:</b></p> <ul style="list-style-type: none"> <li>Annual contract renewal with Itron, Inc. (Liberty Lake, WA) for \$19,932.72 including tax</li> <li>Multi-year contract value with this renewal: \$148,502.10</li> <li>Original contract OPR 2016-0750</li> </ul>	
<p><b>Budget Impact:</b></p> <p>Approved in current year budget?    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No</p> <p>Annual/Reoccurring expenditure?    <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No</p> <p>If new, specify funding source: N/A</p> <p>Other budget impacts: None</p>	
<p><b>Operations Impact:</b></p> <p>Consistent with current operations/policy?    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No</p> <p>Requires change in current operations/policy?    <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No</p> <p>Specify changes required: None</p> <p>Known challenges/barriers: None</p>	



**City of Spokane**

**CONTRACT RENEWAL**

**Title: Annual Renewal System  
Support for Itron Software**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **ITRON, INC.** whose address is 2111 North Molter Road, Liberty Lake, Washington 99019 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 for the City system support services for the software used for meter reading for the Water & Hydroelectric Services; and*

*WHEREAS, the original Contract allowed for annual renewals upon mutual acceptance of the parties, therefore, this needs to be formally renewed by this written Contract Renewal document; and*

*WHEREAS, a revision of the service pricing has taken place which shall be incorporated into this renewal as Exhibit B referred to as Amendment 5 and Maintenance Renewal Quote to the Master Sale Agreement between the City of Spokane and Itron, Inc.; and*

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

**1. CONTRACT DOCUMENTS.**

The original Contract, dated July 1, 2016, 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 July 1, 2021 and shall end June 30, 2022.

**3. COMPENSATION.**

The City shall pay an estimated maximum annual cost not to exceed **NINETEEN THOUSAND NINE HUNDRED THIRTY-TWO AND 72/100 (\$19,932.72)** including 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 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.

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.

**ITRON, 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 of Debarment

Exhibit B – Amendment 5 and Maintenance Renewal Quote to the Master Sale Agreement, along with the service pricing dated March 3, 2021

U2021-052

## ATTACHMENT A

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

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
  - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

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

**Amendment 5 to the  
Master Sales Agreement  
Between the  
City of Spokane and Itron, Inc.**

This Amendment 5 (this “Amendment”) is effective as of latest date signed herein.

**RECITALS**

WHEREAS, Itron, Inc. (“Itron”) and the City of Spokane (“Customer”) entered into that certain Master Sales Agreement dated July 1, 2016 (the “Agreement”);

WHEREAS, the parties wish to amend the Agreement for the purpose of updating the Service Pricing to the Maintenance & Support Services Addendum; and

NOW, THEREFORE, in consideration of the mutual promises and obligations below, Itron and Customer agree as follows:

1. Except as otherwise defined in this Amendment, capitalized terms herein shall have the meanings set forth in the Agreement.
2. Delete the attachment “Service Pricing, Contract Number SC00006657, contract duration 01-JUL-2020 to 30-JUN-2021” and replace with the attachment “Service Pricing, Contract Number SC00006657, contract duration 01-JUL-2021 to 30-JUN-2022”.
3. All other terms and conditions of the Agreement remain unchanged and in full force and effect.

**INTENDING TO BE LEGALLY BOUND**, each party represents and warrants that it has all necessary power and authority to enter into this Amendment to the Agreement.

<b>City of Spokane</b>	<b>Itron, Inc.</b>
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:



## US\_001\_OU

Date Printed : 03-MAR-2021

Maintenance Renewal Quote

Page: 1 of 2

**Customer Name:** City of Spokane, Washington  
**Customer Number:** 1225  
**Bill To Contact:** Angela Cline  
**Customer Address:** 914 E North Foothills Dr  
Spokane,WA 99207-2735

**Contract Number:** SC00006657  
**Description:** City of Spokane, Washington - FCS

**Contract Duration:** 01-JUL-2021 - 30-JUN-2022

<u>Description</u>	<u>Serial Number</u>	<u>Start Date</u>	<u>End Date</u>	<u>Quantity</u>	<u>Total Amount</u>
<b>HARDWARE</b>					
FC300, SREAD RADIO, WLAN, GPS	FC300160725370	01-JUL-2021	31-DEC-2021	1	269.74
FC300, SREAD RADIO, WLAN, GPS	FC300160725369	01-JUL-2021	31-DEC-2021	1	269.74
FC300, SREAD RADIO, WLAN, GPS	FC300152714780	01-JUL-2021	31-DEC-2021	1	269.74
FC300, SREAD RADIO, WLAN, GPS	FC300152714777	01-JUL-2021	31-DEC-2021	1	269.74
FC300, SREAD RADIO, WLAN, GPS	FC300152714776	01-JUL-2021	31-DEC-2021	1	269.74
			<b>Subtotal :</b>	<b>5</b>	<b>1,348.70</b>
MC3 RF	74007187	01-JUL-2021	30-JUN-2022	1	3,125.21
			<b>Subtotal :</b>	<b>1</b>	<b>3,125.21</b>
FC300, MULTI DOCK	FC03010044	01-JUL-2021	31-DEC-2021	1	144.85
FC300, MULTI DOCK	FC20210037	01-JUL-2021	31-DEC-2021	1	133.92
FC300, MULTI DOCK	FC32510180	01-JUL-2021	31-DEC-2021	1	119.06
FC300, MULTI DOCK	FC32510043	01-JUL-2021	31-DEC-2021	1	119.06
FC300, MULTI DOCK	FC20210079	01-JUL-2021	31-DEC-2021	1	133.92
			<b>Subtotal :</b>	<b>5</b>	<b>650.81</b>
FC300, SREAD RADIO, IMAGER, GPS	FC300160725705	01-JUL-2021	31-DEC-2021	1	286.48
FC300, SREAD RADIO, IMAGER, GPS	FC300160725706	01-JUL-2021	31-DEC-2021	1	286.48
FC300, SREAD RADIO, IMAGER, GPS	FC300162532136	01-JUL-2021	31-DEC-2021	1	275.46
			<b>Subtotal :</b>	<b>3</b>	<b>848.42</b>
FC300, DESK DOCK	FC300210290646	01-JUL-2021	31-DEC-2021	1	28.52
FC300, DESK DOCK	FC300212451717	01-JUL-2021	31-DEC-2021	1	26.37
FC300, DESK DOCK	FC300210192125	01-JUL-2021	31-DEC-2021	1	28.52
FC300, DESK DOCK	FC300212452521	01-JUL-2021	31-DEC-2021	1	26.37
FC300, DESK DOCK	FC300213385284	01-JUL-2021	31-DEC-2021	1	25.35
FC300, DESK DOCK	FC300211381007	01-JUL-2021	31-DEC-2021	1	27.42
			<b>Subtotal :</b>	<b>6</b>	<b>162.55</b>
MOBILE COLLECTOR LITE	72503068	01-JUL-2021	31-DEC-2021	1	434.55
			<b>Subtotal :</b>	<b>1</b>	<b>434.55</b>
FC300, SREAD RADIO	FC300152714779	01-JUL-2021	31-DEC-2021	1	269.74
FC300, SREAD RADIO	FC300134161323	01-JUL-2021	31-DEC-2021	1	280.48
FC300, SREAD RADIO	FC300144497037	01-JUL-2021	31-DEC-2021	1	280.53
FC300, SREAD RADIO	FC300123811469	01-JUL-2021	31-DEC-2021	1	303.41

**NOTE: This is not an invoice**



## US\_001\_OU

Date Printed : 03-MAR-2021

Maintenance Renewal Quote

Page: 2 of 2

**Customer Name:** City of Spokane, Washington  
**Customer Number:** 1225  
**Bill To Contact:** Angela Cline  
**Customer Address:** 914 E North Foothills Dr  
Spokane,WA 99207-2735

**Contract Number:** SC00006657  
**Description:** City of Spokane, Washington - FCS

**Contract Duration:** 01-JUL-2021 - 30-JUN-2022

Description	Serial Number	Start Date	End Date	Quantity	Total Amount
FC300, SREAD RADIO	FC30011381304	01-JUL-2021	31-DEC-2021	1	315.55
FC300, SREAD RADIO	FC30012219473	01-JUL-2021	31-DEC-2021	1	303.42
FC300, SREAD RADIO	FC30012219471	01-JUL-2021	31-DEC-2021	1	303.42
FC300, SREAD RADIO	FC30010335466	01-JUL-2021	31-DEC-2021	1	328.17
FC300, SREAD RADIO	FC30010335465	01-JUL-2021	31-DEC-2021	1	328.17
FC300, SREAD RADIO	FC30010335464	01-JUL-2021	31-DEC-2021	1	328.17
FC300, SREAD RADIO	FC30010335463	01-JUL-2021	31-DEC-2021	1	328.17
FC300, SREAD RADIO	FC300160725368	01-JUL-2021	31-DEC-2021	1	269.74
FC300, SREAD RADIO	FC30010335462	01-JUL-2021	31-DEC-2021	1	328.17
FC300, SREAD RADIO	FC30010335461	01-JUL-2021	31-DEC-2021	1	328.17
FC300, SREAD RADIO	FC30010290473	01-JUL-2021	31-DEC-2021	1	328.17
FC300, SREAD RADIO	FC300125231828	01-JUL-2021	31-DEC-2021	1	303.42
FC300, SREAD RADIO	FC300125131609	01-JUL-2021	31-DEC-2021	1	303.42
FC300, SREAD RADIO	FC30012219477	01-JUL-2021	31-DEC-2021	1	303.42
FC300, SREAD RADIO	FC30012219476	01-JUL-2021	31-DEC-2021	1	303.42
FC300, SREAD RADIO	FC30012219475	01-JUL-2021	31-DEC-2021	1	303.42
FC300, SREAD RADIO	FC30012219474	01-JUL-2021	31-DEC-2021	1	303.42
			<b>Subtotal :</b>	<b>21</b>	<b>6,444.00</b>
SIDELOOKER ANTENNA		01-JUL-2021	30-JUN-2022	1	114.48
			<b>Subtotal :</b>	<b>1</b>	<b>114.48</b>
	<b>HARDWARE</b>		<b>Subtotal :</b>	<b>43</b>	<b>13,128.72</b>
<b>SOFTWARE</b>					
FCS SFTW, 75001-100000 ENDPOINTS, ELECTRONIC DELIVERY		01-JUL-2021	30-JUN-2022	1	5,174.97
			<b>Subtotal :</b>	<b>1</b>	<b>5,174.97</b>
	<b>SOFTWARE</b>		<b>Subtotal :</b>	<b>1</b>	<b>5,174.97</b>
<b>Contract Grand Total :</b>				<b>44</b>	<b>18,303.69</b>

**NOTE: This is not an invoice**

## Announcing End of New Sales and End of Support for FC300 Handheld

The Itron FC300 handheld computer was first introduced into the marketplace in 2009, and has proven to be the foundation of meter data collection and field deployment activities at more than 2,200 utilities worldwide. Nearly 30,000 units have been deployed, and most remain in service today.

The natural advancement in technology has led to the end of life for many FC300 components; in response to this, Itron must announce the End of New Sales for the FC300. Forecasting requests for FC300 handhelds and upgrades must be made known to your Itron representative by July 29, 2016. Purchase orders for FC300 handhelds and upgrades must be received by Itron by the End of New Sales date, September 16, 2016. These final orders for FC300 handhelds and upgrades will be shipped by December 30, 2016.



In October 2016, Itron will announce our next generation mobile tool kit that will be compatible with FCS and FDM software. The new mobile tool kit will coexist with your FC300 handhelds, allowing you to deploy the new technology at your own pace and get the full life from your FC300 handhelds.

Itron will continue to offer contract maintenance and support for the FC300 handheld, including software updates, repairs, batteries and spare parts, through December 2021, while parts remain available.

The following table summarizes key dates for FC300:

- 29-Jul-2016 — Submit FC300 forecasts to your Itron representative
- 16-Sep-2016 — Final purchase orders must be received by Itron
- 30-Dec-2016 — Final FC300 shipments from Itron
- 31-Dec-2021 — End of FC300 hardware repairs and spare parts

ltron is grateful for the many customers that have adopted the FC300 as part of their meter data collection and field deployment solution. Please contact your ltron Representative or [Bill.Ballinger@ltron.com](mailto:Bill.Ballinger@ltron.com) for any questions. Thank you.

---

CONFIDENTIAL AND PROPRIETARY. This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the system manager. This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.

©ltron Inc. All rights reserved.

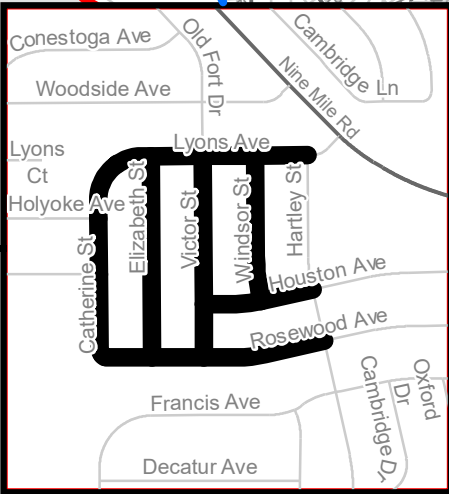
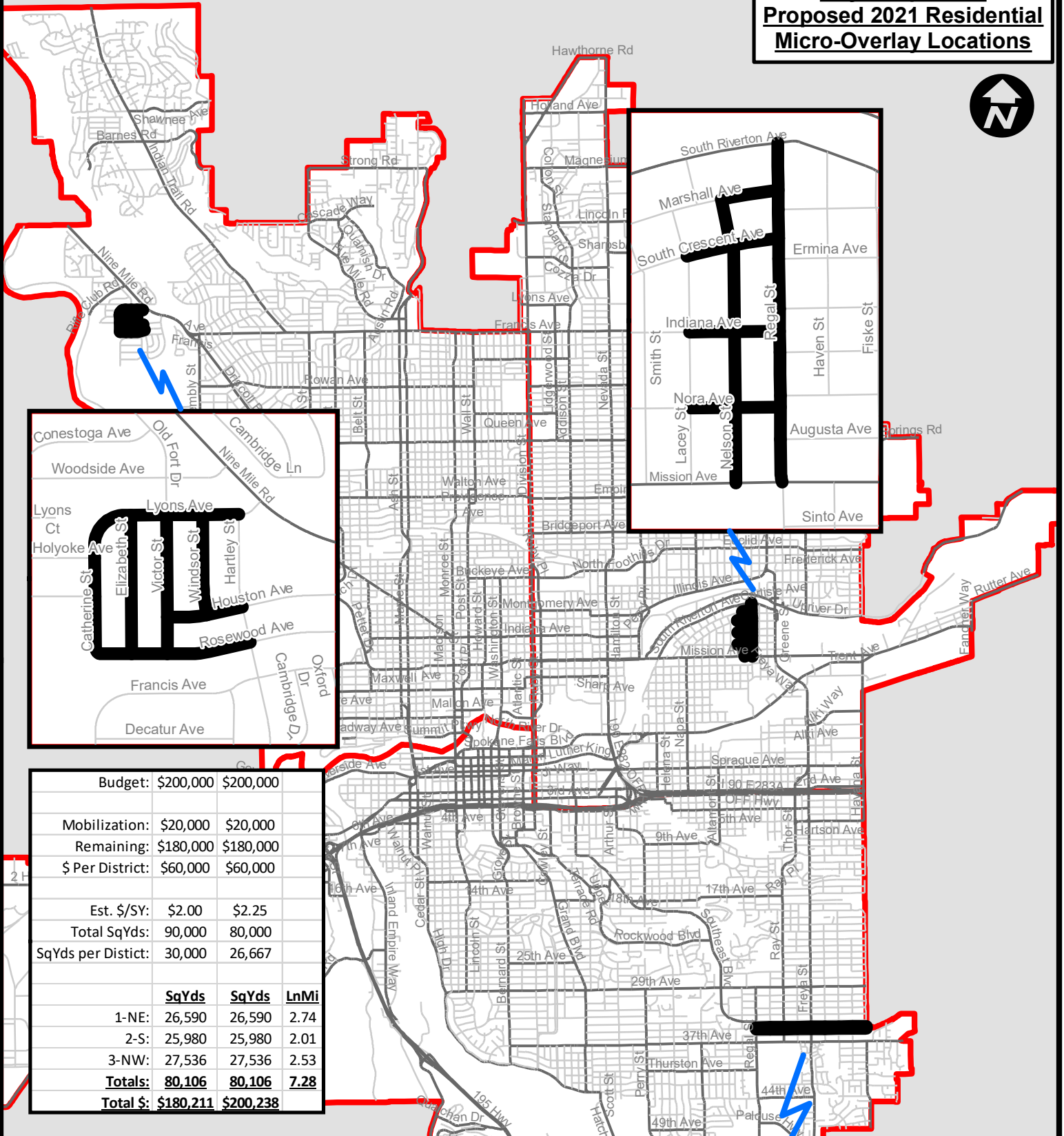
This email was sent by: **ltron, Inc.**  
2111 N. Molter Rd. Liberty Lake, WA, 99019, US  
[Update Profile](#)

■

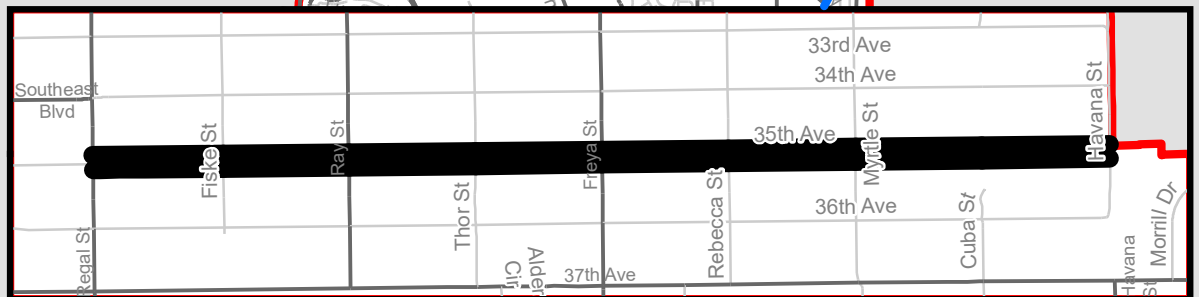
## Briefing Paper (PSCH)

<b>Division &amp; Department:</b>	Street
<b>Subject:</b>	Street Department - Residential Microseal Overlay
<b>Date:</b>	05/26/2021
<b>Contact (email &amp; phone):</b>	Jon Klapp - jklapp@spokanecity.org 509-625-7738
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Marlene Feist
<b>Committee(s) Impacted:</b>	PIES, PSCH
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
<b>Strategic Initiative:</b>	Infrastructure
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	A microseal overlay will provide a cost effective means of extending the life and integrity of the city's roadways. 2021 Residential work will be performed on several roadways as seen in attached "Microseal Attachment A"
<b>Background/History:</b> The street department is seeking approval to contract microseal services with Intermountain Slurry Seal, who was selected through the Interlocal Procurement agreement with Clark County, OPR 2021-0212.	
<b>Executive Summary:</b>  <i>Impact</i> <ul style="list-style-type: none"> <li>This Microseal Overlay will extend the life of roadways, giving a more cost-effective means of prolonging road integrity</li> </ul> <i>Action</i> <ul style="list-style-type: none"> <li>Approval of a service contract with Intermountain Slurry Seal for expanded microseal work being performed on residential roadways</li> </ul> <i>Funding</i> <ul style="list-style-type: none"> <li>Funding for this service will be provided through the CTAB 2021 Residential Program</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

# City of Spokane Proposed 2021 Residential Micro-Overlay Locations



Budget:	\$200,000	\$200,000	
Mobilization:	\$20,000	\$20,000	
Remaining:	\$180,000	\$180,000	
\$ Per District:	\$60,000	\$60,000	
Est. \$/SY:	\$2.00	\$2.25	
Total SqYds:	90,000	80,000	
SqYds per Distict:	30,000	26,667	
	<u>SqYds</u>	<u>SqYds</u>	<u>LnMi</u>
1-NE:	26,590	26,590	2.74
2-S:	25,980	25,980	2.01
3-NW:	27,536	27,536	2.53
<u>Totals:</u>	<u>80,106</u>	<u>80,106</u>	<u>7.28</u>
<u>Total \$:</u>	<u>\$180,211</u>	<u>\$200,238</u>	



## Briefing Paper

### Public Safety & Health

<b>Division &amp; Department:</b>	Public Works, Engineering
<b>Subject:</b>	Hoffman Well Upgrade
<b>Date:</b>	6-7-21
<b>Contact (email &amp; phone):</b>	Dan Buller ( <a href="mailto:dbuller@spokanecity.org">dbuller@spokanecity.org</a> 625-6391)
<b>City Council Sponsor:</b>	Breen Beggs
<b>Executive Sponsor:</b>	Marlene Feist
<b>Committee(s) Impacted:</b>	PIES
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	This project is in the 6 year water plan
<b>Strategic Initiative:</b>	Innovative Infrastructure
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of construction contract (once it is submitted to council for approval)
<b>Background/History:</b> <ul style="list-style-type: none"> <li>The subject well has been off-line for a number of years and needs to be put back in service for system reliability purposes.</li> </ul>	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>Hoffman wellsite, located at the northeast corner of Hoffman Ave. &amp; Crestline St. (Hoffman is 1 block south of Wellesley Ave.), consists of a single building in which two wells are located that supply the north side of Spokane with water. See attached exhibit.</li> <li>The proposed project will make modifications to the well casing, install a new well pump in each of the two wells, and associated electrical and site piping.</li> <li>This project will modestly affect traffic on Hoffman Ave.</li> <li>This work is planned for summer/fall/winter of this year and is locally funded.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

Hoffman Well Station

Crestline St.

Hoffman Ave.



## Briefing Paper

### Public Infrastructure, Environment and Sustainability Committee

<b>Division &amp; Department:</b>	Public Works Division
<b>Subject:</b>	Airway Heights Amended Water Supply Agreement and Emergency Water Service Agreement
<b>Date:</b>	5/24/2021
<b>Author (email &amp; phone):</b>	Marlene Feist <a href="mailto:mfeist@spokanecity.org">mfeist@spokanecity.org</a> (509) 625-6505
<b>City Council Sponsor:</b>	Breean Beggs
<b>Executive Sponsor:</b>	Marlene Feist
<b>Committee(s) Impacted:</b>	Public Infrastructure, Environment and Sustainability Committee
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Water System Plan, Link Spokane
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approve extension of agreement as provided for under current agreement
<b>Background/History:</b> On April 12, 2018, the City agreed to provide to Airway Heights additional short term supplemental emergency water from Spokane in the amount of approximately 1,400 gpm for a period of two (2) years from the initial date of emergency water service. The agreement provides for the Parties to agree and execute an amendment extending the term for emergency supplemental water in additional one year increments, not to exceed three (3) one-year extensions. Airway Heights has requested to second of the 1-year extensions.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>City of Spokane is providing emergency water service to Airway Heights due to contamination in Airway Heights groundwater source for drinking water.</li> <li>The initial 2-year term has expired.</li> <li>The agreement provided for 3 additional 1-year extensions.</li> <li>Airway Heights has requested the second 1-year extension, which would run from June 2021 through June 2022.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: N/A Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: N/A Known challenges/barriers: N/A	



**City of Spokane**

**2 of 3 Annual Extensions of the Amended  
Water Supply Agreement between Spokane  
and Airway Heights and Emergency Water  
Service**

**Title: Emergency Water Service**

This Extension of the Amended Water Supply Agreement between Spokane and Airway Heights and Emergency Water Service Agreement is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **City of Airway Heights**, whose address is 1208 South Lundstrom, Airway Heights, Washington 99001 as ("**Airway Heights**").

*WHEREAS, the Parties entered into an Amended Water Supply Agreement and Emergency Water Service Agreement, "Agreement" on April 12, 2018 wherein the City agreed to provide to **Airway Heights** additional short term supplemental emergency water from Spokane in the amount of approximately 1,400 gpm for a period of two (2) years from the initial date of emergency water service; and*

*WHEREAS, paragraph 5.2.1 provides for the Parties to agree and execute an amendment extending the term for emergency supplemental water in additional one year increments, not to exceed three (3) one-year extensions; and*

*WHEREAS, Airway Heights has requested additional time, and thus the Agreement time for performance needs to be formally extended by this written document, see attached Exhibit "A".*

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

**1. CONTRACT DOCUMENTS.**

The original Agreement Contract, dated April 12, 2018, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Extension and Amendment shall become effective on June 15, 2021.

**3. EXTENSION.**

The contract documents are hereby extended and shall run through June 15, 2022.

All other terms and conditions in the underlying contract shall remain in full force and effect.

**4. COMPENSATION.**

Airway Heights shall pay the City per the term "Outside City Rate to Other Purveyors" as set forth in Title 13, Chapter 13.04, Section 13.04.2014 of the Spokane Municipal Code, or its succeeding provision(s) as such may be revised or amended through time. This rate may be periodically adjusted and shall be applicable as set forth in the rate schedule adopted by the Public Works and Utility Division and the Spokane City Council, for everything furnished and done under this Contract Extension.

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

**CITY OF AIRWAY HEIGHTS**

By \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

Attest:

\_\_\_\_\_  
City Clerk  
City of Airway Heights

Approved as to form:

\_\_\_\_\_  
City Attorney  
City of Airway Heights

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature Date

Nadine Woodard  
Type or Print Name

Mayor  
Title

Attest:

\_\_\_\_\_  
City Clerk  
City of Spokane

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney  
City of Spokane

**Attachments that are part of this Contract Extension:**

Exhibit A – Letter from Airway Heights to Spokane requesting extension, dated May 11, 2021.

U2021-050



May 26, 2021

Ms. Marlene Feist, Public Works Director  
City of Spokane  
808 W. Spokane Falls Blvd.  
Spokane, WA 99201

Re: Extension of Emergency Supplemental Water Service Agreement

Dear Ms. Feist:

I am writing to request an extension of the term for the Emergency Supplemental Connection that was authorized in the Amended Water Supply Agreement between Airway Heights and the City of Spokane dated April 12, 2018.

Since 2018, the City of Airway Heights has been working with the U.S. Air Force to develop long-term strategies for replacing the contaminated water source. The City and U.S. Air Force have identified an alternate water supply as a solution to the well contamination along with other strategies. Based upon these strategies we should have fully replace the lost supply between 2023 and 2025. The City has already been successful in obtaining the majority of the funding.

Thank you for the consideration of this request.

Sincerely,

A handwritten signature in blue ink that reads "Albert Tripp". The signature is written in a cursive style with a large, stylized 'A' and 'T'.

Albert Tripp, City Manager

Cc: Kevin Anderson, Public Works Director



# Homelessness updates Public Safety & Community Health Committee

June 7, 2021

Johnnie Perkins – City Administrator

Cupid Alexander – NHHS Division

Director

Kris Becker – Director DSC, Code &  
Parking

# WHAT WE'LL COVER



**Accomplishments**

**Next Steps**

**Point -In -Time Count**

**Summary**

**Discussion**

# Accomplishments

## Flex Shelter & Day options



12 month 'flex contract' ready for RFP, Funding mechanism underway. Operator(s) are encouraged to partner. RFP to be awarded September 1.

## Bridge Housing Model



Mission is currently being remodeled, through the leadership of the Regional Governance Workgroup. City has allocated \$1 million and current time frame is less 120 days out for completion. The Salvation Army is our partner. Young Adult Shelter (YAS) – operating in a temporary location, permanent location in process. Volunteers of America is our partner.

## Winter Sheltering, COVID and Regional Leadership



Led effective sheltering utilizing regional hotel and motel options for unhoused populations on an emergency basis, worked with council president in leading regional leadership group in moving bridge shelter and COVID options forward.

# Next Steps

## 5-year plan update

CHHS will work with CoC to synthesize Mayor & Council priorities with 5-year plan



## Point-In-Time count

PIT count & longitudinal data plus alignment w/ Built For Zero work will move us towards improved information, as we plan for the future.



## Projections

Data driven decision making to improve housing and rapid rehousing outcomes based on trends.

# Clean up & Abatement

## Increased Staffing

Ten positions will be added to Code Enforcement to support enhanced maintenance and proactive mitigation efforts citywide



## Enhanced Service

Hours of Service will be extended to 6 AM to 6 PM on weekdays and weekend service will be added from 7 AM to 3 PM



## Dedicated Teams

- Graffiti Abatement
- Downtown Maintenance
- Neighborhood Unlawful Encampment
- Litter Control

# Point-in-Time Count

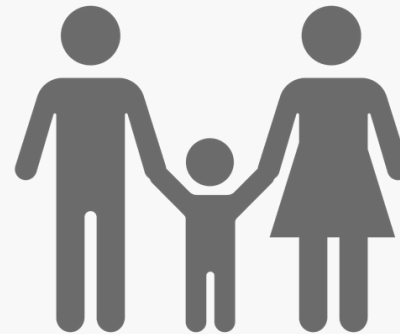
Point in time count indicates a slight reduction in overall number served in shelters—**biggest single factor contributing to this reduction is COVID-19's impact.**



**992**

**Total  
persons (801  
households)**

**Point-In-Time information shows homeless population dominated by single males.** Over representation of BIPOC communities in unhoused populations also noted.



**Chronic  
family  
homelessness  
remained flat**

## ADDITIONAL STATISTICS

- Unsheltered homelessness and night-by-night type emergency shelters are biggest factors driving increases in chronically homeless.
- Housing inventory will continue to be the issue.
- Expectation of increase in unhoused population 2022.

\* Information gathered from the 2021 PIT count, with updated guidance from HUD due to COVID 19

# Summary

## Accomplishments

1. Worked at a regional level to invest in system enhancements.
2. Secured funding for Young Adult shelter.
3. Developed process for year-round Cannon shelter provider.

## Next Steps

1. Cannon RFP & selection process.
2. Convening conversations regarding PIT data with interested parties.
3. Continued support on site selection with Young Adult Shelter and Volunteers of America. (VOA)

4. Added flexibility during inclement weather.
5. Begun the process to transition The Way Out shelter to bridge housing program.
6. Added new assets to meet specialized needs and better distribute resources.
7. Increased clean up- dedicated litter/graffiti removal, increase disposal containers.

4. Continued support on site selection with Young Adult Shelter and VOA.
5. Focus on continued 'impact reduction' strategy and communal cleanliness.
6. Continued support of increased shelter intake hours.
7. Working with the health district on physical spacing, updates to protocol and continued compliance to ensure reduced outbreaks in shelter system.

# DISCUSSION

---



# Public Safety Sip Program

As of 3-8-2021

Presented 6-7-21

# Five-Year Funding Plans

## 2014-2018 Funding Plan

- \$26.0 million for 5-year funding plan
- The 2014 budget included the full \$26 million for the 5-year program plan and rolled budget appropriation (authority, not funding)
- Actual annual funding was done by annual resolutions for each draw

## 2019- 2023 Funding Plan

- \$21.7 million for 5-year funding plan
- Modified budget approach - sometimes based on the annual SIP and sometimes based remaining total of 5-year plan.

*Note - Funding Plan amounts initially tied to the CIP's but were not updated as the CIP's were updated.*

## The Program can be looked at as having two sub-programs

### General Fund Contribution & Debt ACTIVITY

#### Revenues (General Fund)

1% GF Property Tax  
Calculation

Plus 1% GF Other Revenue  
Match

#### Expense

Debt Service on SIP Loans

### SIP Loan & Capital ACTIVITY

#### ▶ Revenues

▶ SIP Loan proceeds

#### ▶ Expense

▶ Capital Outlay

# General Fund & Debt **Historical** 12/31/2020

	2014	2015	2016	2017	2018	2019	2020	Total
<b>Revenues</b>								
1% Property Tax	\$0	\$750,000	\$1,150,000	\$1,550,000	\$1,965,000	\$2,415,000	\$2,910,000	\$10,740,000
1% Match	<u>\$0</u>	<u>\$750,000</u>	<u>\$1,150,000</u>	<u>\$1,550,000</u>	<u>\$1,965,000</u>	<u>\$2,415,000</u>	<u>\$2,910,000</u>	<u>\$10,740,000</u>
<b>Total General Fund Revenue</b>	<b>\$0</b>	<b>\$1,500,000</b>	<b>\$2,300,000</b>	<b>\$3,100,000</b>	<b>\$3,930,000</b>	<b>\$4,830,000</b>	<b>\$5,820,000</b>	<b>\$21,480,000</b>
<b>Expenses</b>								
Debt Service	<u>\$0</u>	<u>\$897,197</u>	<u>\$1,893,950</u>	<u>\$2,675,447</u>	<u>\$3,434,486</u>	<u>\$4,237,814</u>	<u>\$4,106,235</u>	<u>\$17,245,129</u>
<b>Annual Over/(Short)</b>	<b>\$0</b>	<b>\$602,803</b>	<b>\$406,050</b>	<b>\$424,553</b>	<b>\$495,514</b>	<b>\$592,186</b>	<b>\$1,713,765</b>	<b>\$4,234,871</b>
<b>Cumulative Over/(Short)</b>	<b>\$0</b>	<b>\$602,803</b>	<b>\$1,008,853</b>	<b>\$1,433,406</b>	<b>\$1,928,920</b>	<b>\$2,521,106</b>	<b>\$4,234,871</b>	<b>\$4,234,871</b>

Available for debt service or capital outlay.

# Debt Service for Each Annual Borrowing

Public Safety Capital: SIP Lending Program													
		2015	2016	2017	2018	2019	2020	Round 2 2021	2022	2023	2024	2025	Round 3 2026
Round 1	2014 Borrowings	\$ 897,197	\$ 897,197	\$ 897,197	\$ 897,197	\$ 897,197	843,801	885,443					
	2015 Borrowings		\$ 996,753	\$ 996,753	\$ 996,753	\$ 996,753	947,160	996,664					
	2016 Borrowings			\$ 781,497	\$ 781,497	\$ 781,497	689,539	781,343	781,398	781,454			
	2017 Borrowings				\$ 759,040	\$ 759,040	546,964	758,556	758,684	758,815	758,894		
	2018 Borrowings					\$ 803,328	471,041	874,379	874,629	874,888	875,029	437,694	
Round 2	2019 Borrowings						607,730	998,753	998,929	999,110	999,297		
	2020 Borrowings							793,104	793,104	793,104	793,104	793,104	
	2021 Borrowings												
	2022 Borrowings												
	2023 Borrowings												
Subtotal Debt Service		\$ 897,197	\$ 1,893,950	\$ 2,675,447	\$ 3,434,486	\$ 4,237,814	\$ 4,106,235	\$ 6,088,242	\$ 4,206,744	\$ 4,207,372	\$ 3,426,324	\$ 1,230,798	

Highest General Fund Contribution for annual debt service was \$5.82 million.



# SIP Loan & Capital **Historical** 12/31/2020

	2014	2015	2016	2017	2018	2019	2020	Total
<b>Revenues</b>								
SIP Loan Proceeds	<u>\$5,694,196</u>	<u>\$5,529,705</u>	<u>\$5,085,553</u>	<u>\$4,785,062</u>	<u>\$4,905,484</u>	<u>\$4,527,938</u>	<u>\$3,880,172</u>	
<b>Total SIP Loan Revenues</b>	<b>\$5,694,196</b>	<b>\$5,529,705</b>	<b>\$5,085,553</b>	<b>\$4,785,062</b>	<b>\$4,905,484</b>	<b>\$4,527,938</b>	<b>\$3,880,172</b>	<b>\$34,408,110</b>
<b>Expenses</b>								
Police Capital	\$1,810,000	\$1,653,000	\$1,631,000	\$1,650,000	\$1,492,000	\$3,383,718	\$2,582,149	
Fire Capital	<u>\$3,884,196</u>	<u>\$3,876,705</u>	<u>\$3,454,553</u>	<u>\$3,135,062</u>	<u>\$3,413,484</u>	<u>\$1,144,220</u>	<u>\$1,144,220</u>	
<b>Total Capital Outlay</b>	<b>\$5,694,196</b>	<b>\$5,529,705</b>	<b>\$5,085,553</b>	<b>\$4,785,062</b>	<b>\$4,905,484</b>	<b>\$4,527,938</b>	<b>\$3,726,369</b>	<b>\$34,254,307</b>
<b>Over/(Short)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$153,803</b>	<b>\$153,803</b>

Available for debt service or capital outlay.

# General Fund & Debt **Future**

	*2021	2022	2023	2024	2025	2026	2027	2028	2029
<b>Revenues</b>									
1% Property Tax	\$2,923,000	\$2,966,845	\$3,011,348	\$3,056,518	\$3,102,366	\$3,148,901	\$3,196,135	\$3,244,077	\$3,292,738
1% Match	<u>\$2,923,000</u>	<u>\$2,966,845</u>	<u>\$3,011,348</u>	<u>\$3,056,518</u>	<u>\$3,102,366</u>	<u>\$3,148,901</u>	<u>\$3,196,135</u>	<u>\$3,244,077</u>	<u>\$3,292,738</u>
<b>Total General Fund Revenue</b>	<b>\$5,846,000</b>	<b>\$5,933,690</b>	<b>\$6,022,695</b>	<b>\$6,113,036</b>	<b>\$6,204,731</b>	<b>\$6,297,802</b>	<b>\$6,392,269</b>	<b>\$6,488,153</b>	<b>\$6,585,476</b>
<b>Expenses</b>									
Debt Service	<u>\$6,088,242</u>	<u>\$4,206,743</u>	<u>\$4,207,372</u>	<u>\$3,426,324</u>	<u>\$1,230,798</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
<b>Annual Over/(Short)</b>	<b>(\$242,242)</b>	<b>\$1,726,947</b>	<b>\$1,815,323</b>	<b>\$2,686,712</b>	<b>\$4,973,933</b>	<b>\$6,297,802</b>	<b>\$6,392,269</b>	<b>\$6,488,153</b>	<b>\$6,585,476</b>
<b>Cumulative Over/(Short)</b>	<b>\$3,992,629</b>	<b>\$5,719,576</b>	<b>\$7,534,899</b>	<b>\$10,221,611</b>	<b>\$15,195,544</b>	<b>\$21,493,346</b>	<b>\$27,885,615</b>	<b>\$34,373,768</b>	<b>\$40,959,244</b>

- Revenue previous 2021 data shown was projected 2021 this reflects actual budget in 2021
- Debt previous 2021 data did not have debt service for the 2020 Public Safety Loan that was drawn in late last year.

# SIP Loan & Capital **Future**

	2021	2022	2023	2024	2025	2026	2027	2028	2029
<b>Revenues</b>									
SIP Loan Proceeds	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total SIP Loan Revenues</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Expenses</b>									
Police Capital	\$2,277,921	\$2,115,676	\$2,052,196	\$2,789,952	\$2,845,486	\$2,443,897	\$2,420,855	\$2,444,677	\$2,499,511
Fire Capital	<u>\$2,180,096</u>	<u>\$2,342,394</u>	<u>\$2,405,874</u>	<u>\$1,668,118</u>	<u>\$1,612,584</u>	<u>\$1,917,848</u>	<u>\$2,021,152</u>	<u>\$1,994,662</u>	<u>\$1,936,706</u>
<b>Total Capital Outlay</b>	<b>\$4,458,017</b>	<b>\$4,458,070</b>	<b>\$4,458,070</b>	<b>\$4,458,070</b>	<b>\$4,458,070</b>	<b>\$4,361,745</b>	<b>\$4,442,007</b>	<b>\$4,439,339</b>	<b>\$4,436,217</b>
<b>Annual Over/(Short)</b>	<b>(\$4,458,017)</b>	<b>(\$4,458,070)</b>	<b>(\$4,458,070)</b>	<b>(\$4,458,070)</b>	<b>(\$4,458,070)</b>	<b>(\$4,361,745)</b>	<b>(\$4,442,007)</b>	<b>(\$4,439,339)</b>	<b>(\$4,436,217)</b>
<b>Cumulative Over/(Short)</b>	<b>(\$4,304,214)</b>	<b>(\$8,762,284)</b>	<b>(\$13,220,354)</b>	<b>(\$17,678,424)</b>	<b>(\$22,136,494)</b>	<b>(\$26,498,239)</b>	<b>(\$30,940,246)</b>	<b>(\$35,379,585)</b>	<b>(\$39,815,802)</b>

# Combined Future Cumulative Balances

	2021	2022	2023	2024	2025	2026	2027	2028	2029
General Fund & Debt Cumulative Over/(Short)	\$3,992,629	\$5,719,576	\$7,534,899	\$10,221,611	\$15,195,544	\$21,493,346	\$27,885,615	\$34,373,768	\$40,959,244
SIP Loan & Capital Over/(Short)	(\$4,304,214)	(\$8,762,284)	(\$13,220,354)	(\$17,678,424)	(\$22,136,494)	(\$26,498,239)	(\$30,940,246)	(\$35,379,585)	(\$39,815,802)
Combined Cumulative Over/(Short)	(\$311,585)	(\$3,042,708)	(\$5,685,455)	(\$7,456,813)	(\$6,940,950)	(\$5,004,893)	(\$3,054,631)	(\$1,005,817)	\$1,143,442

# Combined History

	2014	2015	2016	2017	2018	2019	2020	Total
<b>Revenues</b>								
Total General Fund Revenue	\$0	\$1,500,000	\$2,300,000	\$3,100,000	\$3,930,000	\$4,830,000	\$5,820,000	\$21,480,000
Total SIP Proceeds	<u>\$5,694,196</u>	<u>\$5,529,705</u>	<u>\$5,085,553</u>	<u>\$4,785,062</u>	<u>\$4,905,484</u>	<u>\$4,527,938</u>	<u>\$3,880,172</u>	<u>\$34,408,110</u>
<b>Combined Revenue</b>	<b>\$5,694,196</b>	<b>\$7,029,705</b>	<b>\$7,385,553</b>	<b>\$7,885,062</b>	<b>\$8,835,484</b>	<b>\$9,357,938</b>	<b>\$9,700,172</b>	<b>\$55,888,110</b>
<b>Expenses</b>								
Debt Service	\$0	\$897,197	\$1,893,950	\$2,675,447	\$3,434,486	\$4,237,814	\$4,106,235	<b>\$17,245,129</b>
Capital Outlay	<u>\$5,694,196</u>	<u>\$5,529,705</u>	<u>\$5,085,553</u>	<u>\$4,785,062</u>	<u>\$4,905,484</u>	<u>\$4,527,938</u>	<u>\$3,726,369</u>	<u>\$34,254,307</u>
<b>Combined Expenses</b>	<b>\$5,694,196</b>	<b>\$6,426,902</b>	<b>\$6,979,503</b>	<b>\$7,460,509</b>	<b>\$8,339,970</b>	<b>\$8,765,752</b>	<b>\$7,832,604</b>	<b>\$51,499,436</b>
<b>Annual Over/(Short)</b>	<b>\$0</b>	<b>\$602,803</b>	<b>\$406,050</b>	<b>\$424,553</b>	<b>\$495,514</b>	<b>\$592,186</b>	<b>\$1,867,568</b>	<b>\$4,388,674</b>
<b>Cumulative Over/(Short)</b>	<b>\$0</b>	<b>\$602,803</b>	<b>\$1,008,853</b>	<b>\$1,433,406</b>	<b>\$1,928,920</b>	<b>\$2,521,106</b>	<b>\$4,388,674</b>	<b>\$4,388,674</b>

# Combined Future

	2021	2022	2023	2024	2025	2026	2027	2028	2029
<b>Revenues</b>									
Total General Fund Revenue	\$5,846,000	\$5,933,690	\$6,022,695	\$6,113,036	\$6,204,731	\$6,297,802	\$6,392,269	\$6,488,153	\$6,585,476
Total SIP Proceeds	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Combined Revenue</b>	<b>\$5,846,000</b>	<b>\$5,933,690</b>	<b>\$6,022,695</b>	<b>\$6,113,036</b>	<b>\$6,204,731</b>	<b>\$6,297,802</b>	<b>\$6,392,269</b>	<b>\$6,488,153</b>	<b>\$6,585,476</b>
<b>Expenses</b>									
Debt Service	\$6,088,242	\$4,206,743	\$4,207,372	\$3,426,324	\$1,230,798	\$0	\$0	\$0	\$0
Capital Outlay	\$4,458,017	\$4,458,070	\$4,458,070	\$4,458,070	\$4,458,070	\$4,361,745	\$4,442,007	\$4,439,339	\$4,436,217
<b>Combined Expenses</b>	<b>\$10,546,259</b>	<b>\$8,664,813</b>	<b>\$8,665,442</b>	<b>\$7,884,394</b>	<b>\$5,688,868</b>	<b>\$4,361,745</b>	<b>\$4,442,007</b>	<b>\$4,439,339</b>	<b>\$4,436,217</b>
<b>Annual Over/(Short)</b>	<b>(\$4,700,259)</b>	<b>(\$2,731,123)</b>	<b>(\$2,642,747)</b>	<b>(\$1,771,358)</b>	<b>\$515,863</b>	<b>\$1,936,057</b>	<b>\$1,950,262</b>	<b>\$2,048,814</b>	<b>\$2,149,259</b>
<b>Cumulative Over/(Short)</b>	<b>(\$311,585)</b>	<b>(\$3,042,708)</b>	<b>(\$5,685,455)</b>	<b>(\$7,456,813)</b>	<b>(\$6,940,950)</b>	<b>(\$5,004,893)</b>	<b>(\$3,054,631)</b>	<b>(\$1,005,817)</b>	<b>\$1,143,442</b>

# Summary of Future Program

- ▶ The program is not sustainable after 2021, assuming no SIP loans.
- ▶ Current year General Fund Contribution is budgeted at \$5,846,000.
- ▶ Current annual General Fund Contribution is projected at 1.5% in model but will increase based on Construction Index.
- ▶ Capital Plan should be updated annually and account for changing operations. Funding should correspond accordingly.
- ▶ Total outstanding balance on Public Safety Loans as of 3/3/2021 is \$19,159,479.
- ▶ Current year debt service is \$6,088,242 and exceeds the General Fund Contribution by \$242,242.
- ▶ Current interest rate on all loans is .76%
- ▶ Options must be considered to maintain viable programming for years 2021 through 2028.
  - ▶ *Increase General Fund Contribution.*
  - ▶ *Strategically utilize SIP borrowing (this provides funding) only when needed.*
  - ▶ *Decrease annual Debt Service.*
  - ▶ *Combinations of above listed options.*

# Briefing Paper

## Public Safety & Community Health Committee

<b>Division &amp; Department:</b>	Spokane Police Department
<b>Subject:</b>	Behavioral Health Unit-Grant Application-2021-2022
<b>Date:</b>	June 7, 2021
<b>Contact (email &amp; phone):</b>	Eric Olsen 509-835-4505 / eolsen@spokanepolice.org
<b>City Council Sponsor:</b>	Councilmember Kinnear
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Public Safety & Community Health Community
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment</b>	Supports Comprehensive Plan CFU 1.9 and LGC 1.1
<b>Strategic Initiative:</b>	Advance Public Safety and Build Sustainable Resources
<b>Deadline:</b>	
<b>Outcome:</b>	Notification of Spokane Police Department's grant application for the Behavioral Health Unit Yr 2021-2022

### Background/History:

A grant application on behalf of the Spokane Regional Mental Health Field Response Team (SCMHFRT) was submitted to Washington Association of Police Chief's (WASPC) May-2021, for a total of \$3,292,099. The grant is for the management of the Behavioral Health Unit in collaboration which consists of the local partnership of the Spokane County Sheriff's Office (SCSO), the City of Spokane Police Department (SPD) and Frontier Behavioral Health (Frontier) (SPD) for the term of July 1, 2021- June 30, 2022. The Funding is awarded through SB HB 2892.SL: "MENTAL HEALTH FIELD RESPONSE TEAMS PROGRAM."

The SCMHFRT currently operates with a Sergeant from SPD who provides oversight for two SCSO deputies, three SPD officers and four Frontier clinicians who are Mental Health Professionals (MHP) who meet the definition under RCW 71.05.020(38). Additionally, the SCMHFRT program includes a mental health coordinator who assists in coordinating the daily operations of the unit.

The SPD allocated funds total \$1,290,211 and will be allocated to fully fund and support a Sergeant, 5 Sr. Police Officers, 1 Mental Health Coordinator, Overtime, Travel and training of 3 annual Behavioral Health and CIT conferences, 3 unmarked vehicles, and uniforms. The additional funds will go to Spokane County and Frontier Behavioral Health Services. The Frontier Behavioral Health contract was kept entirely with SCSO to manage for contractual purposes only for funding and billing purposes, additional MOUs with the agencies will be needed for management.

The total grant was written and approved for \$2,523,850 for purposes of continuing the funding of the regional collaboration and submission of this briefing is for notification.

### Executive Summary:

- Approval of Notification of \$1,290,211 and (future) corresponding SBO.
- Total Grant-\$3,292,099: City-\$1,290,211 & County-\$768,249 & FBH-1,233,639.00
- Supports Comprehensive Plan CFU 1.9- Public Safety Capital Funding Plans

### Budget Impact:

Approved in current year budget?    ☐ Yes    ☒ No    ☐ N/A

Annual/Reoccurring expenditure?    ☒ Yes    ☐ No    ☐ N/A

If new, specify funding source:

Other budget impacts: (revenue generating, match requirements, etc.)No match requirement

### Operations Impact:

Consistent with current operations/policy?    ☒ Yes    ☐ No    ☐ N/A

Requires change in current operations/policy?    ☐ Yes    ☒ No    ☐ N/A

Specify changes required:

Known challenges/barriers: