

## **CITY COUNCIL MEETINGS RULES – PUBLIC DECORUM**

**Strict adherence to the following rules of decorum by the public will be observed and adhered to during City Council meetings, including open forum, public comment period on legislative items, and Council deliberations:**

- 1. No Clapping!**
- 2. No Cheering!**
- 3. No Booing!**
- 4. No public outbursts!**
- 5. Three-minute time limit for comments made during open forum and public testimony on legislative items!**
- 6. No person shall be permitted to speak at open forum more often than once per month. In addition, please silence your cell phones when entering the Council Chambers!**

Further, keep the following City Council Rules in mind:

### **Rule 2.2 Open Forum**

- D. The open forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City. No person shall be permitted to speak regarding items on the current or advance agendas, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.
- E. To encourage wider participation in open forum and a broad array of public comment and varied points of view, no person shall be permitted to speak at open forum more often than once per month. However, there is no limit on the number of items on which a member of the public may testify, such as legislative items, special consideration items, hearing items, and other items before the City Council and requiring Council action that are not adjudicatory or administrative in nature, as specified in Rules 5.3 and 5.4.

### **Rule 5.4 Public Testimony Regarding Legislative Agenda Items – Time Limits**

- A. 5.4.1 The City Council shall take public testimony on all matters included on its legislative agenda, with those exceptions stated in Rule 5.4(B). Public testimony shall be limited to the final Council action. Public testimony shall be limited to three (3) minutes per speaker, unless, at his or her discretion, the Chair determines that, because of the number of speakers signed up to testify, less time will need to be allocated per speaker in order to accommodate all of the speakers. The Chair may allow additional time if the speaker is asked to respond to questions from the Council.
- B. No public testimony shall be taken on consent agenda items, amendments to legislative agenda items, or procedural, parliamentary, or administrative matters of the Council.
- C. For legislative or hearing items that may affect an identifiable individual, association, or group, the following procedure may be implemented:
  1. Following an assessment by the Chair of factors such as complexity of the issue(s), the apparent number of people indicating a desire to testify, representation by designated spokespersons, etc., the Chair shall, in the absence of objection by the majority of the Council present, impose the following procedural time limitations for taking public testimony regarding legislative matters:
    - a. There shall be up to fifteen (15) minutes for staff, board, or commission presentation of background information, if any.
    - b. The designated representative of the proponents of the issue shall speak first and may include within his or her presentation the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. Up to thirty (30) minutes shall be granted for the proponent's presentation. If there be more than one designated representative, they shall allocate the 30 minutes between or among themselves.

- c. Three minutes shall be granted for any other person not associated with the designated representative who wishes to speak on behalf of the proponent's position.
  - d. The designated representative, if any, of the opponents of the issue shall speak following the presentation of the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. The designated representative(s) of the opponents shall have the same time allotted as provided for the proponents.
  - e. Three minutes shall be granted for any other person not associated with the designated representative who wishes to speak on behalf of the opponents' position.
  - f. Up to ten minutes of rebuttal time shall be granted to the designated representative for each side, the proponents speaking first, the opponents speaking second.
- 2. In the event the party or parties representing one side of an issue has a designated representative and the other side does not, the Chair shall publicly ask the unrepresented side if they wish to designate one or more persons to utilize the time allotted for the designated representative. If no such designation is made, each person wishing to speak on behalf of the unrepresented side shall be granted three minutes to present his/her position, and no additional compensating time shall be allowed due to the fact that the side has no designated representative.
  - 3. In the event there appears to be more than two groups wishing to advocate their distinct positions on a specific issue, the Chair may grant the same procedural and time allowances to each group or groups, as stated previously.
- D. The time taken for staff or Council member questions and responses thereto shall be in addition to the time allotted for any individual or designated representative's testimony.

# THE CITY OF SPOKANE



## ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, OCTOBER 22, 2018

### **MISSION STATEMENT**

**TO DELIVER EFFICIENT AND EFFECTIVE SERVICES  
THAT FACILITATE ECONOMIC OPPORTUNITY  
AND ENHANCE QUALITY OF LIFE.**

**MAYOR DAVID A. CONDON**

**COUNCIL PRESIDENT BEN STUCKART**

**COUNCIL MEMBER BREEAN BEGGS**

**COUNCIL MEMBER MIKE FAGAN**

**COUNCIL MEMBER CANDACE MUMM**

**COUNCIL MEMBER KATE BURKE**

**COUNCIL MEMBER LORI KINNEAR**

**COUNCIL MEMBER KAREN STRATTON**

**CITY COUNCIL CHAMBERS  
CITY HALL**

**808 W. SPOKANE FALLS BLVD.  
SPOKANE, WA 99201**

## CITY COUNCIL BRIEFING SESSION

Council will adopt the Administrative Session Consent Agenda after they have had appropriate discussion. Items may be moved to the 6:00 p.m. Legislative Session for formal consideration by the Council at the request of any Council Member.

SPOKANE CITY COUNCIL BRIEFING SESSIONS (BEGINNING AT 3:30 P.M. EACH MONDAY) AND LEGISLATIVE SESSIONS (BEGINNING AT 6:00 P.M. EACH MONDAY) ARE BROADCAST LIVE ON CITY CABLE CHANNEL FIVE AND STREAMED LIVE ON THE CHANNEL FIVE WEBSITE. THE SESSIONS ARE REPLAYED ON CHANNEL FIVE ON THURSDAYS AT 6:00 P.M. AND FRIDAYS AT 10:00 A.M.

The Briefing Session is open to the public, but will be a workshop meeting. Discussion will be limited to Council Members and appropriate Staff and Counsel. There will be an opportunity for the expression of public views on any issue not relating to the Current or Advance Agendas during the Open Forum at the beginning and the conclusion of the Legislative Agenda.

### ADDRESSING THE COUNCIL

- No one may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet as a condition of recognition.
- Each person speaking at the public microphone shall print his or her name and address on the sheet provided at the entrance and verbally identify him/herself by name, address and, if appropriate, representative capacity.
- If you are submitting letters or documents to the Council Members, please provide a minimum of ten copies via the City Clerk. The City Clerk is responsible for officially filing and distributing your submittal.
- In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, modes of expression such as demonstration, banners, applause and the like will not be permitted.
- A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.

**SPEAKING TIME LIMITS:** Unless deemed otherwise by the Chair, each person addressing the Council shall be limited to a three-minute speaking time.

**CITY COUNCIL AGENDA:** The City Council Advance and Current Agendas may be obtained prior to Council Meetings from the Office of the City Clerk during regular business hours (8 a.m. - 5 p.m.). The Agenda may also be accessed on the City website at [www.spokanecity.org](http://www.spokanecity.org). Agenda items are available for public review in the Office of the City Clerk during regular business hours.

**AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION:** The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6383, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or [msteinolfson@spokanecity.org](mailto:msteinolfson@spokanecity.org). Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

If you have questions, please call the Agenda Hotline at 625-6350.



**BRIEFING SESSION**

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)

(No Public Testimony Taken)

Roll Call of Council

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

**ADMINISTRATIVE SESSION****CONSENT AGENDA****REPORTS, CONTRACTS AND CLAIMS****RECOMMENDATION**

- |                         |   |   |
|-------------------------|---|---|
| 1.                      | Setting public hearings:  | FIN 2018-0001                             |
| a.                      | On possible revenue sources for the 2019 Budget for October 29, 2018.   | Set Hrg.<br>10-29-2018                    |
| b.                      | For review of the 2018 Proposed Budget beginning Monday, October 29, 2018, and continuing thereafter at the regular Council meetings during the month of November.                                    | Set Hrg.<br>Beginning<br>10-29-1028       |
| <b>Crystal Marchand</b> |   |   |
| 2.                      | Increase estimated expenditure to make purchases of hardware and software from CDW-G (Vernon Hills, IL) utilizing various contracts—estimated increase of \$40,000. Total contract amount: \$140,000. | Approve      OPR 2017-0814                |
| <b>Michael Sloon</b>    |   |   |
| 3.                      | Value Blanket Renewal with Action Materials (Cheney, WA) for debris recycling and purchase of recycled materials for the Water and Wastewater Departments on an as-need basis—\$125,000 (incl. tax).  | Approve      OPR 2016-0688<br>BID 4264-16 |
| <b>Raylene Gennett</b>  |   |   |
| 4.                      | Contract with ComGroup, Inc. (Kirkland, WA) to provide the City with engineering services for the project of designing and installing a diverse fiber   | Approve      OPR 2018-0649<br>RFP 195-18  |

path from the Public Safety Building to the Combined Communications Building—\$70,448 (incl. tax).

**Michael Sloon**

5. Contract with Axon Enterprises (Scottsdale, AZ) for the Police Department interview rooms camera and recording systems upgrade—not to exceed \$133,558.46. (Funding is from DOJ Federal Forfeitures Justice Funds) **Approve** **OPR 2018-0650**

**Eric Olsen**

6. Contract Amendments for Solid Waste Disposal Department with: **Approve All**
- a. Helfrich Brothers Boilerworks, Inc. (Lawrence, MA) for boilermaker services—increase of \$440,000. Total Contract Amount: \$1,040,000. **OPR 2017-0210 RFP 4309-17**
  - b. Online Cleaning Services (Marysville, CA) for boiler blast cleaning services at the Waste-to-Energy Facility—increase of \$30,000. Total Contract Amount: \$245,000. **OPR 2015-0095 RFP 4062-14**
  - c. Bay Valve Service, LLC (Longview, WA) for on-site valve repair services at the Waste-to-Energy Facility—increase of \$140,000. Total Contract Amount: \$240,000. **OPR 2015-0098 RFP 2015-0098**

**David Paine**

7. Contract Renewals #4 of 4 for the Waste-to-Energy Facility from January 1, 2018 through December 31, 2019 with: **Approve All**
- a. American Recycling Corporation (Spokane Valley, WA) for recycling of metals collected from the Waste-to-Energy Facility's ash and scrap metals from the tipping floor—anticipated revenue \$800,000. **OPR 2015-0022 RFP 4071-14**
  - b. Eastside Electric Motors, LLC. (Spokane Valley, WA) to recondition Motors Off-site for the Waste-to-Energy Facility—\$38,500. **OPR 2015-0528 BID WTE 11**
  - c. Big Sky Industrial of Spokane for vacuum support services at the Waste-to-Energy Facility—\$100,000. **OPR 2015-0096 RFP 4090-14**

**David Paine**

8. Report of the Mayor of pending: **Approve & Authorize Payments**
- a. Claims and payments of previously approved **CPR 2018-0002**

obligations, including those of Parks and Library, through \_\_\_\_\_, 2018, total \$\_\_\_\_\_, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$\_\_\_\_\_.

b. Payroll claims of previously approved obligations through \_\_\_\_\_, 2018: \$\_\_\_\_\_. CPR 2018-0003

9. City Council Meeting Minutes: \_\_\_\_\_, 2018. Approve  
All CPR 2018-0013

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## EXECUTIVE SESSION

(Closed Session of Council)

(Executive Session may be held or reconvened during the 6:00 p.m. Legislative Session)

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## CITY COUNCIL SESSION

(May be held or reconvened following the 3:30 p.m. Administrative Session)

(Council Briefing Center)

This session may be held for the purpose of City Council meeting with Mayoral nominees to Boards and/or Commissions. The session is open to the public.

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## LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

NO BOARDS AND COMMISSIONS APPOINTMENTS

ADMINISTRATIVE REPORT

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## COUNCIL COMMITTEE REPORTS

(Committee Reports for Finance, Neighborhoods, Public Safety, Public Works, and Planning/Community and Economic Development Committees and other Boards and Commissions)

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### OPEN FORUM

This is an opportunity for citizens to discuss items of interest not relating to the Current or Advance Agendas nor relating to political campaigns/items on upcoming election ballots. This Forum shall be for a period of time not to exceed thirty minutes. After all the matters on the Agenda have been acted on, unless it is 10:00 p.m. or later, the open forum shall continue for a period of time not to exceed thirty minutes. Each speaker will be limited to three minutes, unless otherwise deemed by the Chair. If you wish to speak at the forum, please sign up on the sign-up sheet located in the Chase Gallery.

**Note:** No person shall be permitted to speak at Open Forum more often than once per month (Council Rule 2.2.E).

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## LEGISLATIVE AGENDA

### NO SPECIAL BUDGET ORDINANCES

### EMERGENCY ORDINANCE

(Requires Five Affirmative, Recorded Roll Call Votes)

**Request motion to accept revised version of the following ordinance (ORD C35681):**

**ORD C35681** Relating to federal civil immigration enforcement in nonpublic areas of City of Spokane property; amending section 12.05.005; adopting new sections 12.05.050, 12.05.060, and 12.05.070 to chapter 12.05 of the Spokane Municipal Code; and declaring an emergency. (Relates to Resolution 2018-0089)

**Council President Stuckart/ Council Member Beggs**

### RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

**RES 2018-0085** Setting the Assessment Roll Hearing for December 17, 2018 for the Downtown Parking and Business Improvement Area (Business Improvement District, BID) and providing notice of the 2019 assessments to business and property owners.

**Chris Green**

**RES 2018-0086** Setting the Assessment Roll Hearing for December 17, 2018, for East Sprague Parking and Business Improvement Area (Business Improvement District, BID) and providing notice of the 2019 assessments to business and property owners.

**Chris Green**

- RES 2018-0087      Declaring the intention to change certain assessment rates within the Downtown Parking and Business Improvement Area, including changes for residential condominiums, hotel rooms and parking, and non-profit organizations; and setting Hearing for November 12, 2018.  
**Mike Piccolo**
- RES 2018-0088      Declaring the intention to expand the boundary of the Downtown Parking and Business Improvement Area to include additional property in the northwest quadrant, and setting Hearing for November 12, 2018.  
**Mike Piccolo**
- RES 2018-0089      Designating the entire Spokane Intermodal Facility and property at 221 West First Avenue as a non-public area. (Relates to Emergency Ordinance C35681.)  
**Council Member Beggs/ Council President Stuckart**
- ORD C35521      Vacating Rich Avenue from Market Street to Haven Street and Longfellow Avenue from Market Street to Haven Street. (First Reading held July 10, 2017).  
**Eldon Brown**

## **NO FIRST READING ORDINANCES**

## **NO SPECIAL CONSIDERATIONS**

## **NO HEARINGS**

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### **Motion to Approve Advance Agenda for October 22, 2018 (per Council Rule 2.1.2)**

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## **OPEN FORUM (CONTINUED)**

This is an opportunity for citizens to discuss items of interest not relating to the Current or Advance Agendas nor relating to political campaigns/items on upcoming election ballots. This Forum shall be for a period of time not to exceed thirty minutes. After all the matters on the Agenda have been acted on, unless it is 10:00 p.m. or later, the open forum shall continue for a period of time not to exceed thirty minutes. Each speaker will be limited to three minutes, unless otherwise deemed by the Chair. If you wish to speak at the forum, please sign up on the sign-up sheet located in the Chase Gallery.

**Note:** No person shall be permitted to speak at Open Forum more often than once per month (Council Rule 2.2.E).

## **ADJOURNMENT**

The October 22, 2018, Regular Legislative Session of the City Council is adjourned to October 29, 2018.

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## **NOTES**

**Agenda Sheet for City Council Meeting of:**

10/22/2018

|                       |               |
|-----------------------|---------------|
| <u>Date Rec'd</u>     | 10/10/2018    |
| <u>Clerk's File #</u> | FIN 2018-0001 |
| <u>Renews #</u>       |               |
| <u>Cross Ref #</u>    |               |
| <u>Project #</u>      |               |
| <u>Bid #</u>          |               |
| <u>Requisition #</u>  |               |

|                    |                            |
|--------------------|----------------------------|
| Submitting Dept    | FINANCE & ADMIN            |
| Contact Name/Phone | CRYSTAL 625-6369           |
| Contact E-Mail     | CMARCHAND@SPOKANCITY.ORG   |
| Agenda Item Type   | Hearings                   |
| Agenda Item Name   | 0410 - SET REVENUE HEARING |

Agenda Wording

Setting public hearing on possible revenue sources for the 2019 Budget for October 29, 2018.

Summary (Background)

A city such as Spokane that collects a regular property tax levy must hold a public hearing on possible revenue sources for the 2019 current expense budget, including consideration of possible increases in property tax revenues (RCW 84.55.120). This hearing must be held before the meeting at which the City Council considers levy adoption. The property tax ordinance will be on the Council's November 12, 2018 Agenda.

|                             |                   |                              |
|-----------------------------|-------------------|------------------------------|
| <u>Fiscal Impact</u>        | Grant related? NO | <u>Budget Account</u>        |
|                             | Public Works? NO  |                              |
| Select                      | \$                | #                            |
| Select                      | \$                | #                            |
| Select                      | \$                | #                            |
| Select                      | \$                | #                            |
| <u>Approvals</u>            |                   | <u>Council Notifications</u> |
| <u>Dept Head</u>            | STOPHER, SALLY    | <u>Study Session</u>         |
| <u>Division Director</u>    | MARCHAND, CRYSTAL | <u>Other</u>                 |
| <u>Finance</u>              | HUGHES, MICHELLE  | <u>Distribution List</u>     |
| <u>Legal</u>                | DALTON, PAT       | cmarchand@spokanecity.org    |
| <u>For the Mayor</u>        | SANDERS, THERESA  | pingiosi@spokanecity.org     |
| <u>Additional Approvals</u> |                   |                              |
| <u>Purchasing</u>           |                   |                              |
|                             |                   |                              |
|                             |                   |                              |
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**Agenda Sheet for City Council Meeting of:**

10/22/2018

|                       |               |
|-----------------------|---------------|
| <u>Date Rec'd</u>     | 10/10/2018    |
| <u>Clerk's File #</u> | FIN 2018-0001 |
| <u>Renews #</u>       |               |

|                    |                            |               |  |
|--------------------|----------------------------|---------------|--|
| Submitting Dept    | FINANCE & ADMIN            | Cross Ref #   |  |
| Contact Name/Phone | CRYSTAL 625-6369           | Project #     |  |
| Contact E-Mail     | CMARCHAND@SPOKANECITY.ORG  | Bid #         |  |
| Agenda Item Type   | Hearings                   | Requisition # |  |
| Agenda Item Name   | 0410 - SET BUDGET HEARINGS |               |  |

Agenda Wording

Setting the Hearings for review of the 2019 Proposed Budget beginning Monday, October 29, 2018 and continuing thereafter at the regular Council meetings during the month of November.

Summary (Background)

As part of the annual budget process, the City Council will hold public Hearings on the Proposed 2019 Budget for the City of Spokane. Public testimony is welcome on all sections of the Budget at each Hearing. The first Hearing will be held on October 29, 2018 and are currently scheduled to continue each Monday during the month of November. The Council may continue the Hearing up to the 25th day prior to the beginning of the next fiscal year.

|                             |                   |                              |
|-----------------------------|-------------------|------------------------------|
| <u>Fiscal Impact</u>        | Grant related? NO | <u>Budget Account</u>        |
|                             | Public Works? NO  |                              |
| Select \$                   |                   | #                            |
| Select \$                   |                   | #                            |
| Select \$                   |                   | #                            |
| Select \$                   |                   | #                            |
| <u>Approvals</u>            |                   | <u>Council Notifications</u> |
| <u>Dept Head</u>            | STOPHER, SALLY    | <u>Study Session</u>         |
| <u>Division Director</u>    | MARCHAND, CRYSTAL | <u>Other</u>                 |
| <u>Finance</u>              | BUSTOS, KIM       | <u>Distribution List</u>     |
| <u>Legal</u>                | DALTON, PAT       | cmarchand@spokanecity.org    |
| <u>For the Mayor</u>        | SANDERS, THERESA  | pingiosi@spokanecity.org     |
| <u>Additional Approvals</u> |                   |                              |
| <u>Purchasing</u>           |                   |                              |
|                             |                   |                              |
|                             |                   |                              |
|                             |                   |                              |

**Agenda Sheet for City Council Meeting of:**

10/22/2018

|                       |               |
|-----------------------|---------------|
| <u>Date Rec'd</u>     | 10/9/2018     |
| <u>Clerk's File #</u> | OPR 2017-0814 |
| <u>Renews #</u>       |               |
| <u>Cross Ref #</u>    |               |
| <u>Project #</u>      |               |
| <u>Bid #</u>          |               |
| <u>Requisition #</u>  | VB300800      |

|                           |                                    |
|---------------------------|------------------------------------|
| <u>Submitting Dept</u>    | INNOVATION & TECHNOLOGY SERVICES   |
| <u>Contact Name/Phone</u> | MICHAEL SLOON 625-6468             |
| <u>Contact E-Mail</u>     | MSLOON@SPOKANECITY.ORG             |
| <u>Agenda Item Type</u>   | Purchase w/o Contract              |
| <u>Agenda Item Name</u>   | 5300 - CDWG 2018 VB INCREASE FUNDS |

Agenda Wording

Approval to increase estimated expenditure to make purchases of hardware and software from CDW-G, utilizing various contracts.

Summary (Background)

City of Spokane currently utilizes CDW-G for hardware & software purchases for various departments. City of Spokane Innovation and Technology Services Division has utilized the King County Directors' Association (KCD) Agreement #AEPA 014-E for its selection of CDW-G. The following contracts will also be used: HP products through National IPA CO-OP Contract #R160203; Panasonic NVP computer equipment through WA State Contract #05815-011(MNWNC-124); GSA Federal Contract #GS-35F-0195J.

|                             |                   |  |
|-----------------------------|-------------------|--|
| <u>Fiscal Impact</u>        | Grant related? NO | <u>Budget Account</u>                        |
|                             | Public Works? NO  |  |
| Expense                     | \$ 40,000.00      | # VARIOUS                                    |
| Select                      | \$                | #  |
| Select                      | \$                | #  |
| Select                      | \$                | #  |
| <u>Approvals</u>            |                   | <u>Council Notifications</u>                 |
| <u>Dept Head</u>            | FINCH, ERIC       | <u>Study Session</u>                         |
|                             |                   | Sus. Resc. Comm.<br>10/8/18                  |
| <u>Division Director</u>    | FINCH, ERIC       | <u>Other</u>                                 |
| <u>Finance</u>              | BUSTOS, KIM       | Distribution List                            |
| <u>Legal</u>                | DALTON, PAT       | Accounting - ywang@spokanecity.org           |
| <u>For the Mayor</u>        | SANDERS, THERESA  | Contract Accounting - mdoval@spokanecity.org |
| <u>Additional Approvals</u> |                   | Legal - modle@spokanecity.org                |
| <u>Purchasing</u>           |                   | Purchasing - cwahl@spokanecity.org           |
|                             |                   | IT - itadmin@spokanecity.org                 |
|                             |                   | Tax & Licenses                               |
|                             |                   |  |



**Agenda Sheet for City Council Meeting of:**

10/22/2018

|                       |               |
|-----------------------|---------------|
| <u>Date Rec'd</u>     | 10/2/2018     |
| <u>Clerk's File #</u> | OPR 2016-0688 |
| <u>Renews #</u>       |               |

|                    |   |               |           |
|--------------------|---|---------------|-----------|
| Submitting Dept    | WATER & HYDROELECTRIC SERVICES                                    | Cross Ref #   |           |
| Contact Name/Phone | RAYLENE 625.7909  | Project #     |           |
| Contact E-Mail     | RGENNETT@SPOKANECITY.ORG  | Bid #         | 4264-16   |
| Agenda Item Type   | Purchase w/o Contract   | Requisition # | VB 300784 |
| Agenda Item Name   | 4100/4310 VALUE BLANKET - DEBRIS RECYCLING & PURCHASE OF RECYCLED |               |           |

Agenda Wording

Renewal of existing value blanket for debris recycling and purchase of recycled materials with Action Materials (Cheney, WA) valued at \$125,000.00 including tax to be used by the Water and Wastewater Maintenance departments on an as-needed basis.

Summary (Background)

Bid #4264-16 for recycling of dirt, rock, concrete, and asphalt debris as well as purchase of recycled dirt, rock, concrete, and asphalt in compliance with WA DOT specifications was issued July 15, 2016. Three (3) bid responses were opened on August 8, 2016. Action Materials was awarded the business as the lowest responsive bid. This value blanket will be valid for one-year and represents the second of four annual renewal options upon mutual agreement. This renewal includes no price changes.

|                      |                   |                       |
|----------------------|-------------------|-----------------------|
| <u>Fiscal Impact</u> | Grant related? NO | <u>Budget Account</u> |
|                      | Public Works? NO  |                       |

|         |              |                                |
|---------|--------------|--------------------------------|
| Expense | \$ 95,000.00 | # 4100-42420-34148-54809-99999 |
| Expense | \$ 30,000.00 | # 4310-43117-35148-53210-99999 |
| Select  | \$           | #                              |
| Select  | \$           | #                              |

|                          |                     |                              |                 |
|--------------------------|---------------------|------------------------------|-----------------|
| <u>Approvals</u>         |                     | <u>Council Notifications</u> |                 |
| <u>Dept Head</u>         | KEGLEY, DANIEL      | <u>Study Session</u>         |                 |
| <u>Division Director</u> | KEGLEY, DANIEL      | <u>Other</u>                 | COMMITTEE BRIEF |
| <u>Finance</u>           | ALBIN-MOORE, ANGELA | Distribution List            |                 |
| <u>Legal</u>             | ODLE, MARI          | SJOHNSON@SPOKANECITY.ORG     |                 |
| <u>For the Mayor</u>     | SANDERS, THERESA    |                              |                 |

Additional Approvals

|                   |              |  |
|-------------------|--------------|--|
| <u>Purchasing</u> | PRINCE, THEA |  |
|                   |              |  |
|                   |              |  |
|                   |              |  |

## Briefing Paper

### Sustainable Resources Committee

|   |   |
|---|---|
| <b>Division &amp; Department:</b>   | Public Works, 4100/4310 Water/Wastewater Maintenance Utilities  |
| <b>Subject:</b>   | Recycled Materials – Value Blanket Renewal  |
| <b>Date:</b>  | Monday, October 15, 2018  |
| <b>Author (email &amp; phone):</b>  | Raylene Gennett, <a href="mailto:rgennett@spokanecity.org">rgennett@spokanecity.org</a> , x7909   |
| <b>City Council Sponsor:</b>  | ---   |
| <b>Executive Sponsor:</b>   | ---   |
| <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 purchases has been budgeted in the Water and Wastewater Maintenance department budgets, respectively. Charges will be paid according to actual usage.   |
| <b>Strategic Initiative:</b>  | Sustainable Resources, Innovative Infrastructure  |
| <b>Deadline:</b>  | Renewal to Support Continued Operations   |
| <b>Outcome:</b> (deliverables, delivery duties, milestones to meet)   | This renewal would support the continued timely processing of materials generated and required by City Water and Wastewater projects in an environmentally friendly manner, while also maximizing cost savings. |
| <p><b>Background/History:</b> <i>Invitation for Bids #4264-16 for recycling of dirt, rock, concrete, and asphalt debris as well as purchase of recycled dirt, rock, concrete, and asphalt in compliance with WA DOT specifications was issued July 15, 2016. Three (3) bid responses were opened on August 8, 2016. Action Materials was awarded the business as the lowest responsive bid.</i></p> <p><i>This value blanket will be valid for a one-year term and represents the second of four optional annual renewals upon mutual agreement. This renewal includes no cost increases from 2017.</i></p> |   |
| <p><b>Executive Summary:</b></p> <ul style="list-style-type: none"> <li><i>Renewal of Existing Value Blanket Order for Debris Recycling and Purchase of Recycled Materials with Action Materials (Cheney, WA)</i></li> <li><i>Estimated Annual Expenditure of \$125,000.00</i></li> <li><i>Second of Four (4) Annual Renewal Options at Mutual Agreement</i></li> <li><i>No Change in Rates from 2017</i></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: ---</p> <p>Other budget impacts: ---</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: ---</p> <p>Known challenges/barriers: ---</p>  |   |

**Agenda Sheet for City Council Meeting of:**

10/22/2018

|                       |               |
|-----------------------|---------------|
| <u>Date Rec'd</u>     | 10/8/2018     |
| <u>Clerk's File #</u> | OPR 2018-0649 |
| <u>Renews #</u>       |               |

|                    |                                       |               |             |
|--------------------|---------------------------------------|---------------|-------------|
| Submitting Dept    | INNOVATION & TECHNOLOGY               | Cross Ref #   |             |
| Contact Name/Phone | MICHAEL 625-6468                      | Project #     |             |
| Contact E-Mail     | MSLOON@SPOKANECITY.ORG                | Bid #         | RFP #195-18 |
| Agenda Item Type   | Contract Item                         | Requisition # | CR19767     |
| Agenda Item Name   | 5300 ENG SVCS FOR FIBER OPTIC PATHWAY |               |             |

Agenda Wording

Contract with ComGroup, Inc. to provide the City with engineering services for the project of designing and installing a diverse fiber path from the Public Safety Building (PSB) to the Combined Communications Building (CCB).

Summary (Background)

ComGroup, Inc. was the only respondent to RFP#195-18 and selected to assist the City of Spokane by providing engineering services to include detailed design, specifications, procurement, construction administration, and implementation, for the installation of fiber optic cable and pathway between the Public Safety Building (PSB) and the Combined Communications Building (CCB).

|                      |                   |                       |
|----------------------|-------------------|-----------------------|
| <u>Fiscal Impact</u> | Grant related? NO | <u>Budget Account</u> |
|                      | Public Works? NO  |                       |

|         |                       |                          |
|---------|-----------------------|--------------------------|
| Expense | \$ 70,448.00 inc. tax | # 5310-73100-94000-56305 |
| Select  | \$                    | #                        |
| Select  | \$                    | #                        |
| Select  | \$                    | #                        |

|                             |                  |  |                      |
|-----------------------------|------------------|--|----------------------|
| <u>Approvals</u>            |                  | <u>Council Notifications</u>                 |                      |
| <u>Dept Head</u>            | FINCH, ERIC      | <u>Study Session</u>                         | Sustainable Resource |
| <u>Division Director</u>    | FINCH, ERIC      | <u>Other</u>                                 |                      |
| <u>Finance</u>              | BUSTOS, KIM      | Distribution List                            |                      |
| <u>Legal</u>                | ODLE, MARI       | Accounting - ywang@spokanecity.org           |                      |
| <u>For the Mayor</u>        | SANDERS, THERESA | Contract Accounting - mdoval@spokanecity.org |                      |
| <u>Additional Approvals</u> |                  | Legal - modle@spokanecity.org                |                      |
| <u>Purchasing</u>           | WAHL, CONNIE     | Purchasing - cwahl@spokanecity.org           |                      |
|                             |                  | IT - itadmin@spokanecity.org                 |                      |
|                             |                  | Tax & Licenses                               |                      |
|                             |                  | ComGroup, Inc. - jrs@comgroup-inc.com        |                      |



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

This Contract shall begin on October 15, 2018 and run through March 31, 2019. Requesting \$70,448.00 (\$64,750.00 + \$5,698.00 sales tax) for the initiation of this contract.

Summary (Background)

Fiscal Impact

Select \$

Budget Account

#

Select \$

#

Distribution List

|  |  |
|--|--|
|  |  |
|  |  |
|  |  |
|  |  |



STATE OF  
WASHINGTON

# BUSINESS LICENSE

Corporation

COMGROUP, INC.  
12220 113TH AVENUE NE STE 205  
KIRKLAND, WA 98034

UNEMPLOYMENT INSURANCE - ACTIVE  
TAX REGISTRATION - ACTIVE

Unified Business ID #: 602153104

Business ID #: 001

Location: 0001

Expires: Oct 31, 2018

INDUSTRIAL INSURANCE - ACTIVE

## CITY ENDORSEMENTS:

SPOKANE GENERAL BUSINESS #T11049565BUS - ACTIVE

## LICENSING RESTRICTIONS:

Not licensed to hire minors without a Minor Work Permit.

## REGISTERED TRADE NAMES:

COMGROUP CONSULTING  
COMGROUP, INC.  
TELCOM ASSIST, INC.

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

Director, Department of Revenue

STATE OF WASHINGTON

UBI: 602153104 001 0001

COMGROUP, INC.  
12220 113TH AVENUE NE STE 205  
KIRKLAND, WA 98034

UNEMPLOYMENT INSURANCE -  
ACTIVE  
INDUSTRIAL INSURANCE - ACTIVE  
TAX REGISTRATION - ACTIVE  
SPOKANE GENERAL BUSINESS  
#T11049565BUS - ACTIVE

Expires: Oct 31, 2018



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/05/2018

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

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

|   |  |                                    |
|---|--|------------------------------------|
| <b>PRODUCER</b><br><b>Brown &amp; Brown of WA, Inc (R&amp;N)</b><br>1501 4th Avenue, Suite 2400<br>Seattle, WA 98101<br>Alex Bogaard, ARM, CIC, CRIS, | <b>CONTACT NAME:</b> Brown & Brown               |                                    |
|   | <b>PHONE (A/C, No, Ext):</b> 206-443-2600        | <b>FAX (A/C, No):</b> 206-441-6572 |
|   | <b>E-MAIL ADDRESS:</b> ngonzalez@bnbseattle.com  |                                    |
| <b>INSURED</b><br><b>COMgroup Inc.</b><br>12220 113th Ave NE Ste 205<br>Kirkland, WA 98034  | <b>INSURER(S) AFFORDING COVERAGE</b>             |                                    |
|   | <b>INSURER A:</b> Hartford Casualty Insurance Co |                                    |
|   | <b>INSURER B:</b> Hartford Accident & Indemnity  |                                    |
|   | <b>INSURER C:</b>                                |                                    |
|   | <b>INSURER D:</b>                                |                                    |
|   | <b>INSURER E:</b>                                |                                    |
|   | <b>INSURER F:</b>                                |                                    |

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE  | ADDL INSD                         | SUBR WVD | POLICY NUMBER              | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|-----------------------------------|----------|----------------------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br><input type="checkbox"/> OTHER: | X                                 |          | 52SBARX2478                | 02/28/2018              | 02/28/2019              | EACH OCCURRENCE \$ 2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 2,000,000<br>GENERAL AGGREGATE \$ 4,000,000<br>PRODUCTS - COMP/OP AGG \$ 4,000,000<br>\$ |
| B        | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS   |                                   |          | 52UECZN5935                | 12/01/2017              | 12/01/2018              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$   |
|          | <b>UMBRELLA LIAB</b><br><b>EXCESS LIAB</b><br><input type="checkbox"/> OCCUR<br><input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$   |                                   |          |                            |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$  |
| A        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y / N<br><input type="checkbox"/> | N / A    | 52SBARX2478<br>WA STOP GAP | 02/28/2018              | 02/28/2019              | <input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                       |

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

## CERTIFICATE HOLDER

## CANCELLATION

|  |  |
|--|--|
| <b>BLANK</b><br><br>City of Spokane<br>808 W. Spokane Falls Blvd.<br>7th Floor<br>Spokane, WA 99201-3344 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|  | AUTHORIZED REPRESENTATIVE<br>  |

**NOTEPAD:**

HOLDER CODE **BLANK**  
INSURED'S NAME **COMgroup Inc.**

**COMGR-1**  
**OP ID: 1NG**

PAGE **2**  
Date **03/05/2018**

City of Spokane is additional insured, only to the extent indicated of such policy language and endorsements.

# **BUSINESS LIABILITY COVERAGE FORM**



**QUICK REFERENCE**  
**BUSINESS LIABILITY COVERAGE FORM**  
**READ YOUR POLICY CAREFULLY**

| <b>BUSINESS LIABILITY COVERAGE FORM</b>                          | <b>Beginning on Page</b> |
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# BUSINESS LIABILITY COVERAGE FORM

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

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **C.** - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **G.** - Liability And Medical Expenses Definitions.

## A. COVERAGES

### 1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

#### Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section **D.** - Liability And Medical Expenses Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

- b. This insurance applies:

- (1) To "bodily injury" and "property damage" only if:

- (a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

- (b) The "bodily injury" or "property damage" occurs during the policy period; and

- (c) Prior to the policy period, no insured listed under Paragraph 1. of Section **C.** - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- (2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

- c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section **C.** - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

## BUSINESS LIABILITY COVERAGE FORM

- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
  - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

### e. Incidental Medical Malpractice

- (1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:
  - (a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and
  - (b) You are not engaged in the business or occupation of providing such services.
- (2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

## 2. MEDICAL EXPENSES

### Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
- (1) On premises you own or rent;
  - (2) On ways next to premises you own or rent; or
  - (3) Because of your operations;
- provided that:
- (1) The accident takes place in the "coverage territory" and during the policy period;
  - (2) The expenses are incurred and reported to us within three years of the date of the accident; and
  - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

## 3. COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS

- a. We will pay, with respect to any claim or "suit" we investigate or settle, or any "suit" against an insured we defend:
- (1) All expenses we incur.
  - (2) Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.
  - (3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
  - (4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
  - (5) All costs taxed against the insured in the "suit".
  - (6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
  - (7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under (1) through (7) above will not reduce the limits of insurance.

b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- (1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- (2) This insurance applies to such liability assumed by the insured;
- (3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- (4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;
- (5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- (6) The indemnitee:
  - (a) Agrees in writing to:
    - (i) Cooperate with us in the investigation, settlement or defense of the "suit";
    - (ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
    - (iii) Notify any other insurer whose coverage is available to the indemnitee; and
    - (iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
  - (b) Provides us with written authorization to:
    - (i) Obtain records and other information related to the "suit"; and
    - (ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph **1.b.(b)** of Section **B.** – Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- (1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- (2) The conditions set forth above, or the terms of the agreement described in Paragraph (6) above, are no longer met.

## **B. EXCLUSIONS**

### **1. Applicable To Business Liability Coverage**

This insurance does not apply to:

#### **a. Expected Or Intended Injury**

- (1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or
- (2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

#### **b. Contractual Liability**

- (1) "Bodily injury" or "property damage"; or
- (2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

## BUSINESS LIABILITY COVERAGE FORM

(b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

- (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract", and
- (ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

### c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

### d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

### e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business, or

- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of (1) above.

This exclusion applies:

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

This exclusion does not apply to liability assumed by the insured under an "insured contract".

### f. Pollution

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
  - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
  - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
    - (i) Any insured; or
    - (ii) Any person or organization for whom you may be legally responsible;
  - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
    - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
    - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
    - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
  - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
  - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".
- However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

**g. Aircraft, Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 51 feet long; and
  - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or
- (6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

**h. Mobile Equipment**

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

- (2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

**i. War**

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**j. Professional Services**

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;
- (3) Supervisory, inspection, architectural or engineering activities;
- (4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- (7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

- (8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;
- (9) Any:
  - (a) Body piercing (not including ear piercing);
  - (b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and
  - (c) Similar services;
- (10) Services in the practice of pharmacy; and
- (11) Computer consulting, design or programming services, including web site design.

Paragraphs (4) and (5) of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph 1.e. in Section A. - Coverages.

**k. Damage To Property**

"Property damage" to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in Section D. - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

**l. Damage To Your Product**

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

**m. Damage To Your Work**

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

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

**n. Damage To Impaired Property Or Property Not Physically Injured**

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

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

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



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### **o. Recall Of Products, Work Or Impaired Property**

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

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

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

### **p. Personal And Advertising Injury**

"Personal and advertising injury":

- (1) Arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (2) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of a criminal act committed by or at the direction of the insured;
- (4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";
- (5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (6) Arising out of the wrong description of the price of goods, products or services;
- (7) Arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of

- (a) Copyright;
- (b) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

(c) Title of any literary or artistic work;

(8) Arising out of an offense committed by an insured whose business is:

- (a) Advertising, broadcasting, publishing or telecasting;
- (b) Designing or determining content of web sites for others; or
- (c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** under the definition of "personal and advertising injury" in Section **G.** – Liability And Medical Expenses Definitions.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting;

- (9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;
- (10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;
- (11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

(12) Arising out of:

- (a) An "advertisement" for others on your web site;
- (b) Placing a link to a web site of others on your web site;
- (c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or
- (d) Computer code, software or programming used to enable:
  - (i) Your web site; or
  - (ii) The presentation or functionality of an "advertisement" or other content on your web site;

- (13) Arising out of a violation of any anti-trust law;
- (14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities; or
- (15) Arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

**q. Electronic Data**

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

**r. Employment-Related Practices**

"Bodily injury" or "personal and advertising injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to the person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

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

**s. Asbestos**

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:

- (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
- (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
- (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

**t. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information**

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

**Damage To Premises Rented To You – Exception For Damage By Fire, Lightning or Explosion**

Exclusions **c.** through **h.** and **k.** through **o.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in Section **D.** - Liability And Medical Expenses Limits Of Insurance.

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### 2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

**a. Any Insured**

To any insured, except "volunteer workers".

**b. Hired Person**

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

**c. Injury On Normally Occupied Premises**

To a person injured on that part of premises you own or rent that the person normally occupies.

**d. Workers' Compensation And Similar Laws**

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

**e. Athletics Activities**

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

**f. Products-Completed Operations Hazard**

Included with the "products-completed operations hazard".

**g. Business Liability Exclusions**

Excluded under Business Liability Coverage.

### C. WHO IS AN INSURED

**1. If you are designated in the Declarations as:**

- a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

- e.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

**2. Each of the following is also an insured:**

**a. Employees And Volunteer Workers**

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

**(1) "Bodily injury" or "personal and advertising injury":**

- (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b)** To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
- (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or
- (d)** Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

**(2) "Property damage" to property:**

- (a)** Owned, occupied or used by,

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

**b. Real Estate Manager**

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

**c. Temporary Custodians Of Your Property**

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

**d. Legal Representative If You Die**

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

**e. Unnamed Subsidiary**

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

**3. Newly Acquired Or Formed Organization**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

- b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

**4. Operator Of Mobile Equipment**

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**5. Operator of Nonowned Watercraft**

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

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contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

### a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

### b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

**c. Lessors Of Land Or Premises**

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
  - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
  - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**d. Architects, Engineers Or Surveyors**

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
  - (a) In connection with your premises; or
  - (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:  
 This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
  - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
  - (b) Supervisory, inspection, architectural or engineering activities.

**e. Permits Issued By State Or Political Subdivisions**

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
  - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
  - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**f. Any Other Party**

- (1) Any other person or organization who is not an insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
  - (a) In the performance of your ongoing operations;
  - (b) In connection with your premises owned by or rented to you; or
  - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
    - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
    - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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

The limits of insurance that apply to additional insureds are described in Section **D. – Limits Of Insurance**.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. – Liability And Medical Expenses General Conditions**.

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

### **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**

#### **1. The Most We Will Pay**

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

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

#### **2. Aggregate Limits**

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

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

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

#### **3. Each Occurrence Limit**

Subject to **2.a.** or **2.b.** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

#### **4. Personal And Advertising Injury Limit**

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

#### **5. Damage To Premises Rented To You Limit**

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

#### **6. How Limits Apply To Additional Insureds**

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

## **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**

### **1. Bankruptcy**

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

### **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**

#### **a. Notice Of Occurrence Or Offense**

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

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

#### **b. Notice Of Claim**

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

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

#### **c. Assistance And Cooperation Of The Insured**

You and any other involved insured must:

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

### **d. Obligations At The Insured's Own Cost**

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

### **e. Additional Insured's Other Insurance**

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

### **f. Knowledge Of An Occurrence, Offense, Claim Or Suit**

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.



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This Paragraph f. applies separately to you and any additional insured.

### 3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

### 4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

### 5. Separation Of Insureds

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

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

### 6. Representations

#### a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

### b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

### 7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

#### a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

#### b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

#### (1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

#### (2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

#### (3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

#### (4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section A. – Coverages.

#### (5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section A. – Coverages.

**(6) When You Are Added As An Additional Insured To Other Insurance**

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

**(7) When You Add Others As An Additional Insured To This Insurance**

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

**(a) Primary Insurance When Required By Contract**

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

**(b) Primary And Non-Contributory To Other Insurance When Required By Contract**

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2)** The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**8. Transfer Of Rights Of Recovery Against Others To Us****a. Transfer Of Rights Of Recovery**

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

**b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)**

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

**F. OPTIONAL ADDITIONAL INSURED COVERAGES**

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph 6. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C., Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

**1. Additional Insured - Designated Person Or Organization**

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations; or
- b. In connection with your premises owned by or rented to you.

**2. Additional Insured - Managers Or Lessors Of Premises**

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

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

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**3. Additional Insured - Grantor Of Franchise**

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

**4. Additional Insured - Lessor Of Leased Equipment**

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

- b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

**5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased**

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

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

This insurance does not apply to:

- (1) Any "occurrence" that takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**6. Additional Insured - State Or Political Subdivision – Permits**

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

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

This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

#### **7. Additional Insured – Vendors**

- a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- b. The insurance afforded to the vendor is subject to the following additional exclusions:

- (1) This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

#### **8. Additional Insured – Controlling Interest**

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

- a. Their financial control of you; or
- b. Premises they own, maintain or control while you lease or occupy these premises.

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This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

### 9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations for the additional insured(s); or
- (2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

### 10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

## G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper;

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above;
- c. All other parts of the world if the injury or damage arises out of:
  - (1) Goods or products made or sold by you in the territory described in **a.** above;
  - (2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or
  - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

- 7. "Electronic data" means information, facts or programs:
  - a. Stored as or on;
  - b. Created or used on; or
  - c. Transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
- 8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- 10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
- 11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
  - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
- b. Your fulfilling the terms of the contract or agreement.

**12. "Insured contract" means:**

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section **D. – Liability and Medical Expenses Limits of Insurance.**
- b. A sidetrack agreement;
- c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement; or
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph **f.** does not include that part of any contract or agreement:

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- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
- (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
14. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
  - b. While it is in or on an aircraft, watercraft or "auto"; or
  - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  - b. Vehicles maintained for use solely on or next to premises you own or rent;
  - c. Vehicles that travel on crawler treads;
  - d. Vehicles, whether self-propelled or not, on which are permanently mounted:
- (1) Power cranes, shovels, loaders, diggers or drills; or
  - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.
- However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
    - (a) Snow removal;
    - (b) Road maintenance, but not construction or resurfacing; or
    - (c) Street cleaning;
  - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
  - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
  - b. Malicious prosecution;

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, committed by or on behalf of its owner, landlord or lessor;
  - d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  - e. Oral, written or electronic publication of material that violates a person's right of privacy;
  - f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";
  - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or
  - h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.
- 18. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.**
- 19. "Products-completed operations hazard";**
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
    - (1) Products that are still in your physical possession; or
    - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:
      - (a) When all of the work called for in your contract has been completed.
      - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
      - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.
- b. Does not include "bodily injury" or "property damage" arising out of:
    - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
    - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.
- 20. "Property damage" means:**
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
  - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.
- As used in this definition, "electronic data" is not tangible property.
- 21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:**
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
  - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- 22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.**
- 23. "Volunteer worker" means a person who:**
- a. Is not your "employee";



## BUSINESS LIABILITY COVERAGE FORM

- b. Donates his or her work;
- c. Acts at the direction of and within the scope of duties determined by you; and
- d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

**24. "Your product":**

**a. Means:**

- (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
  - (a)** You;
  - (b)** Others trading under your name; or
  - (c)** A person or organization whose business or assets you have acquired; and
- (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

**b. Includes:**

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

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

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

**25. "Your work":**

**a. Means:**

- (1)** Work or operations performed by you or on your behalf; and
- (2)** Materials, parts or equipment furnished in connection with such work or operations.

**b. Includes:**

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

## Briefing Paper

### Sustainable Resources Committee

|   |   |
|---|---|
| <b>Division &amp; Department:</b>   | Innovation and Technology Services Division   |
| <b>Subject:</b>   | ComGroup , Inc. Engineering Services in response to RFP #195-18   |
| <b>Date:</b>  | October 15, 2018  |
| <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>  |   |
| <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 – To provide Engineering Services for the installation of a Diverse Fiber Route. The diverse route is a critical infrastructure resource needed to support the city’s comprehensive Disaster Recovery and Continuity of Operations plan. The diverse route also provides network infrastructure for city Wi-Fi and Smart City initiatives. |
| <b>Strategic Initiative:</b>  | Disaster Recovery and Continuous Operations. Public Safety at CCB.  |
| <b>Deadline:</b>  | March 31, 2019  |
| <b>Outcome:</b> (deliverables, delivery duties, milestones to meet)   | Engineering services for the installation of fiber optic cable and pathway between the Public Safety Building (PSB) and the Combined Communications Building (CCB).   |
| <b>Background/History:</b><br><i>The City of Spokane issued an RFP seeking a firm to provide the City with engineering services for the project of designing and installing a diverse fiber path from the Public Safety Building (PSB) to the Combined Communications Building (CCB).</i>   |   |
| <b>Executive Summary:</b> <ul style="list-style-type: none"> <li>• Requesting \$70,448.00 (\$64,750.00 + \$5,698.00 sales tax) for the initiation of this contract.</li> <li>• ComGroup, Inc. was the only respondent to RFP#195-18 and selected to assist the City of Spokane by providing engineering services to include detailed design, specifications, procurement, construction administration, and implementation, for the installation of fiber optic cable and pathway between the Public Safety Building (PSB) and the Combined Communications Building (CCB).</li> <li>• Utilizing budget account # 5310-73100-94000-56305</li> </ul> |   |
| <b>Budget Impact:</b><br>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No<br>Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No<br>If new, specify funding source:<br>Other budget impacts: (revenue generating, match requirements, etc.)   |   |
| <b>Operations Impact:</b><br>Consistent with current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No<br>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Specify changes required:<br>Known challenges/barriers:  |   |



**City of Spokane**

**CONSULTANT CONTRACT**

Title: **DIVERSE FIBER ROUTE**

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **COMGROUP, INC.**, whose address is 12220 113<sup>th</sup> Avenue NE, Suite 205, Kirkland, Washington 98034, as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the purpose of this Agreement is develop a Diverse Fiber Route for Engineering Services; and*

*WHEREAS, the Consultant was selected from a Request for Proposal No 195-18.*

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

1. **CONTRACT TERM.** The Contract shall begin October 15, 2018 and run through March 31, 2019, unless amended by written agreement or terminated earlier under the provisions.

2. **SCOPE OF WORK.**

The General Scope of Work for this Agreement is described in ComGroup, Inc.'s Response to RFP, which is attached hereto as Exhibit A and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, the City Agreement controls.

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

3. **COMPENSATION.** The City shall pay the Company a maximum amount not to exceed **SEVENTY THOUSAND FOUR HUNDRED FORTY EIGHT AND NO/100 DOLLARS (\$70,448.00)**, including tax, for everything furnished and done under this Contract.

4. **PAYMENT.** The Company shall send its application for payment to Innovation and Technology Services Division, Administration Office, Seventh Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided by state law.

5. **REIMBURSABLES.**

The reimbursables under this Agreement are to be included, and considered part of the maximum

amount not to exceed (above), and require the Consultant's submittal of appropriate documentation and actual itemized receipts, the following limitations apply.

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. Airfare: Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
- E. Meals: Meals will be reimbursed at the Federal Per Diem daily meal rate for the city in which the work is performed. Receipts are not required as documentation. The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
- F. Lodging: Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (the current maximum allowed reimbursement amount can be provided upon request). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)
- G. Vehicle mileage: Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- H. Rental Car: Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. Miscellaneous Travel (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. Miscellaneous other business expenses (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a mark up. Receipts are required for all miscellaneous expenses that are billed.

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

6. PAYMENT PROCEDURES.

The Consultant may submit invoices to the City as frequently as once per month during progress of work, for partial payment for work completed to date. Payment shall be made by the City to the Consultant upon the City's receipt of an invoice containing the information listed below.

| Invoices shall be submitted to:  |
|--|
| CITY OF SPOKANE<br>Innovation and Technology Services Division<br>Administration Office<br>Seventh Floor, City Hall<br>808 West Spokane Falls Boulevard<br>Spokane, Washington 99201   |
| Invoices under this Contract shall clearly display the following information<br>(sub-consultants' invoices shall also include this information):   |
| <ul style="list-style-type: none"><li>• Invoice Date and Invoice Number</li><li>• Riverside Park Water Reclamation Facility</li><li>• Project Coordinator: _____<br/>(Please do not put name in the address portion of the invoice)</li><li>• Department Contract No. OPR # _____</li><li>• Contract Title: <b>DIVERSE FIBER ROUTE</b></li><li>• Period covered by the invoice</li><li>• Employee's name and classification</li><li>• Employee's all-inclusive hourly rate excluding fixed fee and # of hours worked</li><li>• Total labor costs per Project</li><li>• Itemization of direct, non-salary costs (per Project, if so allocated)</li><li>• The following Sub-Consultant payment information will be provided [<i>if needed</i>] (attach Sub-Consultant invoices as backup):<ul style="list-style-type: none"><li>○ Amount Paid to all Sub-Consultants for the invoice period (list separate totals for each Sub-Consultant).</li><li>○ Cumulative To-Date amount paid to all Sub-Consultants (list separate totals for each Sub-Consultant).</li></ul></li><li>• Cumulative costs per Project and for the total Agreement</li></ul> |

7. TAXES, FEES AND LICENSES.

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

this Agreement shall be included in the project budgets.

**8. CITY OF SPOKANE BUSINESS LICENSE.**

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Consultant shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

**9. ADDRESSES FOR NOTICES AND DELIVERABLE MATERIALS.**

| <b>If to the City:</b>   | <b>If to the Consultant:</b>   |
|--|--|
| CITY OF SPOKANE<br>Innovation and Technology Services Division<br>Administration Office<br>Seventh Floor, City Hall<br>808 West Spokane Falls Boulevard<br>Spokane, Washington 99201 | COMGROUP, INC.<br>12220 113 <sup>th</sup> Avenue NE, Suite 205<br>Kirkland, Washington 98034 |

**10. SOCIAL EQUITY REQUIREMENTS.**

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

**11. INDEMNIFICATION.**

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

## 12. INSURANCE.

The Consultant shall comply with all federal, state and local laws and ordinances applicable to the work to be done under this Agreement. This Agreement shall be interpreted and construed in accord with the laws of Washington.

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

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,500,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Consultant's services to be provided under this Agreement; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

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

## 13. 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.

## 14. AUDIT.

Upon request, the Consultant shall permit the City and any other governmental agency ("Agency") involved in the funding of the Work to inspect and audit all pertinent books and records. This includes work of the Consultant, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available upon reasonable notice of a request by the City, including up to three (3) years after final payment or release of

withheld amounts. Such inspection and audit shall occur in Spokane County, Washington, or other reasonable locations mutually agreed to by the parties. The Consultant shall permit the City to copy such books and records at its own expense. The Consultant shall ensure that inspection, audit and copying rights of the City is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement.

15. INDEPENDENT CONSULTANT.

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

16. KEY PERSONS.

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

17. ASSIGNMENT AND SUBCONTRACTING.

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

18. CITY ETHICS CODE.

- A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a



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

19. NO CONFLICT OF INTEREST.

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

20. ERRORS AND OMISSIONS, CORRECTIONS.

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

21. INTELLECTUAL PROPERTY RIGHTS.

- A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.
- B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications,

data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.

- C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

## 22. CONFIDENTIALITY.

Under Washington State Law (reference RCW Chapter 42.56, the Public Records Act) all materials received or created by the City of Spokane are public records which are subject to review and copying pursuant to a public records request. These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, or other bid material. Some records or portions of records may be legally exempt from disclosure and can be redacted or withheld. The Public Records Act (RCW Ch. 42.56) describes those exemptions. Consultant must familiarize themselves with the Washington State Public Records Act (PRA) and the City of Spokane's process for managing records.

The City will try to redact anything that clearly should be redacted under the law. For example, the City will black out (redact) Social Security Numbers, federal tax identifiers, and financial account numbers before records are made available to a requestor. Consultant may identify any materials Consultant believes to be not subject to release under the Public Records Act. City will not be bound by Consultant's determination of whether any particular record or records are legally exempt from release under the Public Records Act.

If the City receives a public records request for records involving Consultant or Consultant's work product, City will release the records unless City determines that there are obvious exemptions or redactions (which City will make prior to release of the records) or that there are apparent exemptions or redactions that Consultant could assert. In the latter case, Consultant will be notified of the request and pending release of records and Consultant will be given ten days to obtain a Court order preventing the City from releasing the requested records. If no Court order is procured by Consultant, the City will release the requested records.

## 23. DISPUTES.

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

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

24. TERMINATION.

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lock-out, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- C. For City's Convenience: The City may terminate this Agreement without cause and including the City's convenience, upon written notice to the Consultant. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than ninety (90) business days prior to the effective date of termination.
- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

25. EXPANSION FOR NEW WORK.

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

Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

26. MISCELLANEOUS PROVISIONS.

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

agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.

- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

**COMGROUP, 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 - ComGroup, Inc.'s Response to RFP  
Exhibit B - Certificate Regarding Debarment

# Exhibit A

## **RESPONSE TO RFP #195-18 for DIVERSE FIBER ROUTE**



**PROPOSAL with COSTS**  
Revision: September 12, 2018

**Original Submission Date:  
Friday August 17, 2018**

**Submitted by:**



---

**J.R. Simmons**  
**JRS@comgroup-inc.com**  
**12220 113<sup>th</sup> Ave NE, Ste 205**  
**Kirkland, WA 98034**  
**425.284.6545**  
**425-284-6505 FAX**  
[www.comgroup-inc.com](http://www.comgroup-inc.com)

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## Section 1 – Letter of Submittal

*September 12, 2018*

Kurt Monsen  
City of Spokane - Purchasing  
4TH Floor, City Hall  
808 W. Spokane Falls Blvd.  
Spokane WA 99201-3316

Re: RFP #195-18, Diverse Fiber Route

COMgroup, Inc. is pleased to provide the City of Spokane with the following response, updated as of the date above to include our proposed costs. We understand the goal of the RFP is to select a firm to provide engineering services for the installation of fiber optic cable and pathway between the Public Safety Building (PSB) and the Combined Communications Building (CCB).

COMgroup provides a wide variety of services, including a focus on infrastructure projects that include design services and construction administration / project management. We have deep experience with the public sector and the City of Spokane has been a COMgroup client for many projects over the past 28 years.

As an independent consulting firm, COMgroup does not accept any form of compensation from vendors or suppliers. Since we do not represent a product or vendor, our guidance and design services are adaptable and provided with only your benefit in mind.

COMgroup offers the best combination of experience and value. We believe that the COMgroup team is uniquely qualified to provide several services outlined in the RFP. Three key reasons include our:

- Experience with the unique requirements of public-sector projects, including the appropriate procurement procedures.
- Expertise with both outside plant design and managing the construction vendor(s). We have provided communications design services for over 30 years, including several fiber infrastructure projects for the City of Spokane.
- Knowledge of the specific elements of the City of Spokane and familiarity with the key players and processes of the City.

A requirement of any complex project is strong organizational skills. This quality is fundamental to the operation of our team and we are used to producing detailed designs, high-quality project plans, and conducting well-run meetings. Our team's skills in all of these areas can be verified through our references.



**Legal Entity: COMgroup, Inc.**

COMgroup is a Washington Subchapter S corporation; we have a current City of Spokane business license and our legal address and contact information follows. The primary facility location for our team will be the Kirkland office.

COMgroup, Inc.  
12220 113<sup>th</sup> Ave NE, Suite 205  
Kirkland, Washington 98034

J.R. Simmons, President  
[jrs@comgroup-inc.com](mailto:jrs@comgroup-inc.com)  
Tel: 425-284-6545  
Fax: 425-284-6505

COMgroup will leverage the service of a subcontractor, EDI, Ltd., to augment our design team. The specific individuals are listed in the management proposal. COMgroup and EDI have a strong, long-standing relationship, and we share both common values and an independent consulting approach to infrastructure design.

EDI, Ltd.  
1600 Riveredge Parkway NW, Suite 900  
Atlanta GA 30328.  
Tel: 770-956-7000  
[info@ediltd.com](mailto:info@ediltd.com)

**Pertinent Information**

We acknowledge receipt of Addendum No.1 and a signed copy is attached to this proposal.

COMgroup and its subcontractor have no current or former City employees employed by or on the Firm's governing board as of the date of the Proposal or during the previous twelve (12) months.

COMgroup acknowledges that we and our subcontractor will comply with all terms and conditions set forth in the Request for Proposals, and we take no exception to the proposed contract terms.

We appreciate the opportunity to participate in your selection process. Please contact me with any questions.

Sincerely,



J.R. Simmons  
President and Principal Consultant  
COMgroup, Inc.

## Section 2 – Technical Proposal

### 2.1 PROJECT APPROACH / METHODOLOGY

#### 2.1.1 Project Description

The City of Spokane seeks to design and install a diverse fiber path from the Combined Communications Building (CCB) located at 1620 N Rebecca St., Spokane WA 99217 to the Public Safety Building (PSB) located at 1100 W Mallon Ave, Spokane WA 99201. The path will be approximately twenty-five thousand feet, and will consist of existing and future conduit of varying sizes, inner ducts, vaults, and handholds. The path will also be a combination of underground and aerial sections.

#### 2.1.2 COMgroup Project Methodology

COMgroup uses a consistent approach with our clients to achieve the stated objectives and to accomplish the scope of work. The most common objectives for most every project we work on includes scalability, reliability and manageability. All COMgroup projects are split into clearly defined work plans, with specific deliverables for each task.

It is our experience that formal project management requirements vary widely between organizations. The advantage COMgroup brings to City of Spokane in addition to formal project management is the practical experience of successfully completing implementations of varying platforms, size and complexity with the added value of strong organizational and soft skills.

COMgroup is well respected for our ability to lead and effectively manage both the project and vendors. Our experienced project managers follow standard PMBOK (Project Management Body of Knowledge) protocol for monitoring and managing projects. This long standing and effective project management method is recognized as the standard for project management. The training and process emphasizes active knowledge and the practice of many principles:

- Identifying, mitigating and managing risks
- Effectively leading project teams
- Creative problem solving and retaining refocus on the common goal of the project
- Escalate until roadblocks are removed
- Schedule adherence
- Formal change control
- Good communication skills

As shown in the following work plan, the COMgroup team is very familiar with the nuances and requirements for quality infrastructure projects. We are long-time members of BICSI, which is a worldwide association of cabling design professionals. BICSI produces design standards that provide guidance and authority for infrastructure projects.

## 2.2 WORK PLAN

### Phase 1 – Project Initiation and Detail Design

- Meet with the City project team and Stakeholders to detail the project scope, goals, and overall project plan, including a schedule (project kickoff, on-site)
- Review the high-level design and preliminary specifications (onsite during first trip)
- Walk the entire site pathway to assess the fiber route, document all requirements, and identify any issues (during first trip)
- Develop detailed technical specifications for all elements of the fiber pathway, including aerial, underground, and in-building
- Create detailed technical design drawings
- Develop a high-level cost estimate that can be used for general budget purposes
- Review the final design and specifications with the project team (on-site meeting)
- Provide updates to the specifications and drawings as needed based on feedback

#### Phase 1 Deliverables:

1. Project plan and schedule
2. Detailed technical specifications
3. Detailed technical design drawings
4. Construction cost estimates
5. Preliminary submission documents for aerial attachments permission (Avista)

### Phase 2 – RFP and Vendor Selection

#### Task Group A – RFP

- Draft a formal RFP that encompasses the technical specifications and fits within the City's established process and standard documents
- Create a Vendor Response Form to organize format and content of vendor proposals to the City
- Produce a suggested evaluation process with criteria for rating vendor proposals
- Help the City finalize the RFP documents
- Identify a list of vendors appropriate for inclusion / notification
- Conduct a pre-proposal meeting with interested vendors, including a site visit
- Help answer questions submitted by vendors and assist with any required RFP addendums needed

#### Phase 2, Task Group A Deliverables:

1. Suggested evaluation process
2. Formal RFP documents, including vendor response form
3. Vendor list for RFP distribution
4. Pre-proposal meeting and vendor site walk
5. RFP Addendum assistance

### **Task Group B – Evaluation and Vendor Selection**

- Analyze each proposal for compliance with technical requirements; perform risk assessments and assess each vendor's ability to execute
- Validate the financial accuracy of the vendor's bid costs
- Assist the City's project team in scoring the proposals and identifying a preferred vendor
- Create a concise recommendation report, if requested

#### **Phase 2, Task Group B Deliverables:**

1. Proposal analysis
2. Recommendation report

### **Phase 3 – Project Management / Construction Administration**

- Conduct kickoff meeting; confirming roles and project communications plan
- Review Vendor's proposed design versus City's specifications and determine adjustments (if any)
- Finalize detailed implementation plan and construction schedule
- Determine inspection process and timing
- Confirm testing requirements and documentation
- Update Avista (and any other pole owner) pole attachment documents and verify acceptance & compliance
- Coordinate project with Vendor's project manager / foreman
- Conduct regular project planning / status meetings
- Provide technical input and response to any issues that arise during construction
- Inspect the project (on-site) as necessary to validate conformance to specifications, industry best practices, and code compliance; develop punch list as needed
- Coordinate with Avista or any other pole owners, including final inspection for pole attachments
- Verify testing process and test results
- Confirm acceptable completion of punch list items
- Obtain as-built details from Vendor and create final record drawings for the City
- Project closeout

#### **Phase 3 Deliverables:**

1. Kickoff meeting documents
2. Final construction specifications and schedule
3. Regular project meetings and status reports
4. Inspection results and punch list
5. Record drawings

## 2.3 PROJECT SCHEDULE

A suggested timeline to complete is below. This timeline reflects the City's desire to complete the project as promptly as possible, however, this compressed schedule still falls outside of the stated completion target in the City's RFP. We could further compress for some steps, but a normal schedule would likely add 30 to 60 days to the final dates.

The aggressive schedule makes some assumptions, impacts include:

- Assumes prompt selection by the City and a quick start to the project
- Detailed design may uncover some unknowns
- Vendors will need time to complete their proposal (only allocated 3 weeks)
- Holidays delay the schedule
- Upon selection, vendor contracting may take longer than anticipated
- Mobilization / starting a project by vendors is often not prompt
- Weather may slow the construction schedule

| <b>TASKS / DELIVERABLES</b>               | <b>Completion Date</b> |
|---|------------------------|
| Phase 1 - Design                          |                        |
| Project Initiation / Kickoff              | September 6, 2018      |
| On-site design tasks (five days)          | September 14, 2018     |
| Detailed specifications and drawings      | October 5, 2018        |
| Avista preliminary attachment request     | October 5, 2018        |
| Construction cost estimate                | October 5, 2018        |
| Design validation meeting with City       | October 9, 2018        |
| Phase 2 - RFP and Vendor Selection        |                        |
| Evaluation process                        | October 9, 2018        |
| Draft RFP documents                       | October 15, 2018       |
| Vendor list for RFP distribution          | October 15, 2018       |
| Finalize RFP and release to vendors       | October 18, 2018       |
| Pre-proposal meeting and vendor site walk | October 25, 2018       |
| RFP Addendum issued (if any)              | October 31, 2018       |
| Proposals due                             | November 8, 2018       |
| Evaluation complete                       | November 13, 2018      |
| Vendor Contract complete                  | November 21, 2018      |
| Phase 3 - Construction Management         |                        |
| Construction kickoff meeting              | November 27, 2018      |
| Construction of fiber route               | December 20, 2018      |
| Testing and punch list walk complete      | December 27, 2018      |
| Project closeout                          | January 3, 2019        |

## 2.4 DELIVERABLES SUMMARY

### **Phase 1 Deliverables:**

1. Project plan and schedule
2. Detailed technical specifications
3. Detailed technical design drawings
4. Construction cost estimates
5. Preliminary submission documents for aerial attachments permission (Avista)

### **Phase 2, Task Group A Deliverables:**

1. Suggested evaluation process
2. Formal RFP documents, including vendor response form
3. Vendor list for RFP distribution
4. Pre-proposal meeting and vendor site walk
5. RFP Addendum assistance

### **Phase 2, Task Group B Deliverables:**

1. Proposal analysis
2. Recommendation report

### **Phase 3 Deliverables:**

1. Kickoff meeting documents
2. Final construction specifications and schedule
3. Regular project meetings and status reports
4. Inspection results and punch list
5. Record drawings

## Section 3 – Management Proposal

### 3.1 PROJECT MANAGEMENT

#### 3.1.1 *Project Team Structure / Internal Controls*

##### **Resources and Roles**

J.R. Simmons – COMgroup's principal consultant and President, J.R. will be the person ultimately responsible for the entire team's performance. He will be involved in helping to produce formal documents and will serve as our team's executive.

Jan Stuchlik – A registered professional engineer with EDI, Jan will lead the design team and will be the primary person responsible for the technical elements / specifications. He will draw upon the rest of the team's talent to help meet the City's deadlines.

Shawn Self – Holding formal certifications for both design (a BICSI RCDD) and project management (PMP) for EDI, Shawn will be a key member of the team. He will support the design tasks and serve as the team's project manager.

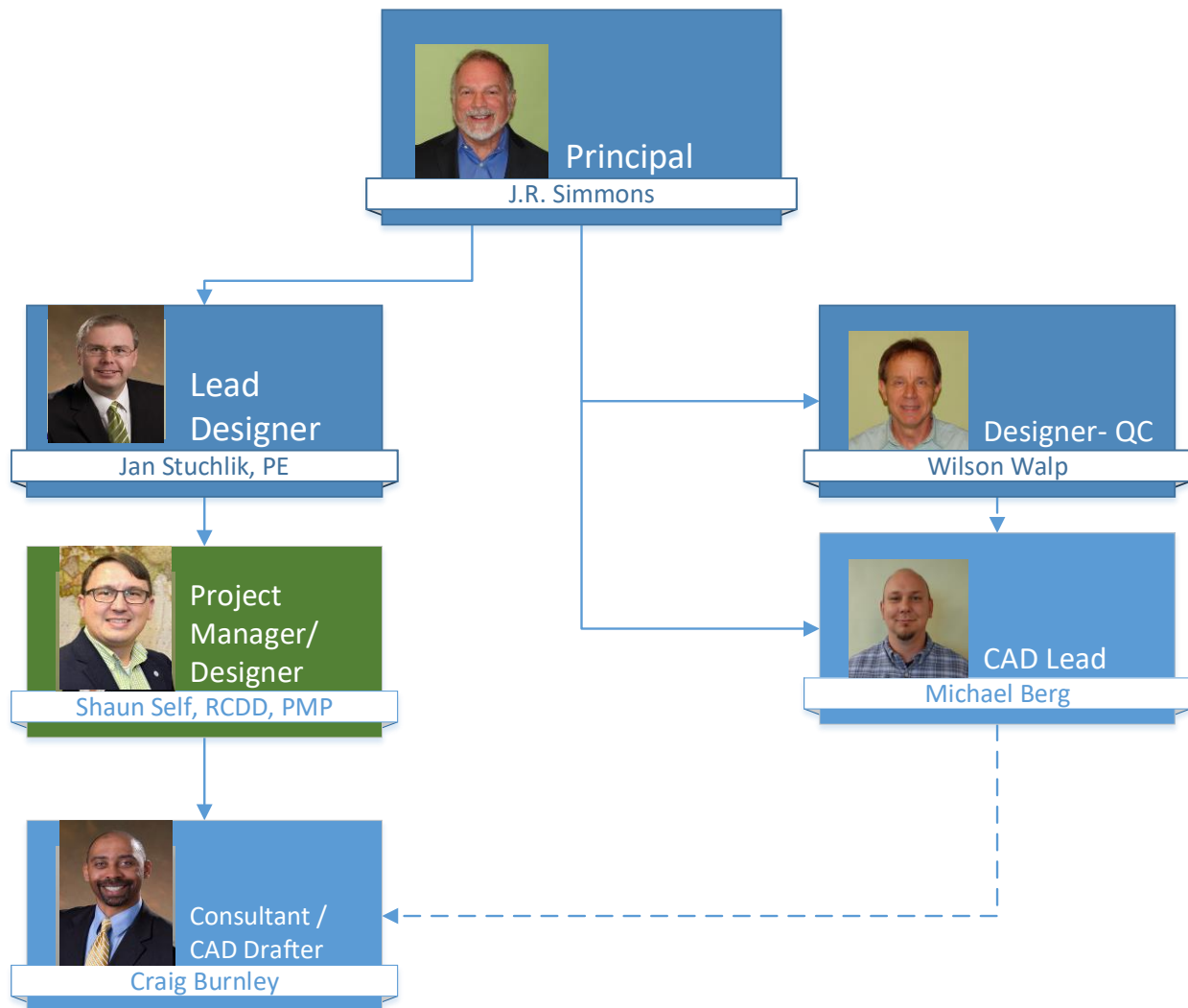
Wilson Walp – As COMgroup's Senior Designer, Wilson will provide a quality control validation of all design specifications and drawings; he is also available for site visits if needed.

Michael Berg – Both an Associate Designer and a CAD drafting expert for COMgroup, Michael will lead the drafting team to produce the technical drawings.

Craig Burnley – An accomplished professional with deep CAD experience with EDI, Craig will help Michael with technical drawings and provide a QC check as well.

##### **COMgroup Team Organizational Chart**

The following organizational chart represents the team resources that will be allocated to the City of Spokane project.



### 3.1.2 Staff Qualifications / Experience

#### Resumes

The resumes on the following pages are for the individuals that will be assigned to this project.

COMgroup and EDI commit that the staff identified in this Proposal will actually perform the assigned work.





**J.R. Simmons**  
**President and Principal Consultant**

J.R. has over 40 years of experience in the telecommunications systems industry, including over 30 years as a consultant providing planning, design, analysis, and implementation management skills. J.R. merged his previous company, TMC, with COMgroup in 2006.

J.R.'s experience includes work on complex telephone systems and call centers, cabling infrastructure and layer one electronics, and both local and wide area networks. A longtime BISC member, many of his current projects include fiber optic cabling. J.R. is recognized as an industry expert and has provided expert testimony in several legal cases. He contributes two of the most respected industry web sites (*No Jitter* and *BC Strategies*) and frequently gives speeches on a wide variety of telecommunications management and technology subjects. He taught advanced telecommunications courses for a Community College Certificate program and continues to teach via independent seminars, including one on the latest developments in the industry (*Telecom Turmoil!*) that explains the newest technologies and forecasts trends. J.R. was elected to the board of the Society of Telecommunications Consultants in 2011 and to the Executive Board of the STC in 2012, since rebranded as the SCTC. He served as elected President of the SCTC from 2014-2016.

#### **Typical COMgroup Client Experience:**

- **Microsoft / CBRE** – Principal consultant handling the redesign of over 350 fiber optic circuits in support of the campus refresh project. This includes installation of multiple new fiber cables to bypass the construction area and expand the backbone capacity.
- **City of Phoenix** – The City hired COMgroup to develop a needs analysis, business case, solution design, and RFPs for complete data network, UC, and call center systems city-wide. To support the new technology, this included several infrastructure related additions and improvements that needed to be made.
- **City of Spokane** – Along with leading many projects for the City, J.R. was the primary consultant leading the development of the original fiber-optic backbone used by the City and he continued to help produce infrastructure and design services for a number of extensions to the system over the years.
- **City of Tacoma** – Currently the lead designer for a fiber optic and copper system being planned to run in parallel to the new light rail expansion on Tacoma's south hill; the backbone will be primarily to support a municipal WiFi service in the area.

The below represents some of J.R.'s recent contributions to the industry that are pertinent to the City's specific infrastructure project.

#### Sample Publications

- "Dueling Project Managers Win No Favor" (*No Jitter*, November 2016)
- "The Folly of Future-Proofing Layer 1" (*No Jitter*, November 2015)

#### Sample Speaking Engagements

- "What's the Latest with Layer One, and Why Does It Matter?" (*SCTC Annual Conference*, Atlanta, October 6, 2015)



**Wilson W. Walp**  
**Senior Consultant**

Wilson has over 33 years in the Telecommunications industry, including 28 years with Qwest Communication. In his tenure with Qwest he held positions from Cable Technician to Outside Plant Engineer. His experience allows him the ability to sustain strong client relationships through exceptional service, sound recommendations, and flawless execution. He has an extensive history of relationships with Architects, Engineers, and local jurisdictions.

At COMgroup, Wilson's responsibilities include the design of communication spaces, pathways, and infrastructure systems utilizing the latest copper, fiber, and wireless technologies. Collaborating one-on-one with his clients he is able to evaluate technical alternatives, recommend solutions and provide design services and coordination during the Programming, Schematic Design, Design Development, and Construction phases of a project.

### **Examples of Recent Relevant Experience**

- **Lincoln Square, Bellevue, WA**
  - Co-design 15 levels of a 28-level office tower for Microsoft. A Greenfield project of approximately 230,000 sq. ft.
  - Client programming, infrastructure design, and construction administration to accommodate all low voltage telecommunications infrastructure
  - Infrastructure includes structured cabling, Wireless LAN, public address systems, copper backbone, singlemode fiber backbone, Multimode fiber backbone, communications grounding and all vertical/horizontal pathways
- **Moffett Tower, Sunnyvale, CA**
  - Lead designer for an 8 level 225,000 sq. ft. Greenfield low rise office tower for Microsoft
  - Provided communications programming, space planning, infrastructure design and cellular carrier coordination
  - Designed diverse path duct bank allowing redundant fiber optic routing to two building entrances
- **Major Domestic Projects (US and Canada) as Lead Designer and Project Manager**
  - Provided structured cabling programming, infrastructure design, and construction administration to accommodate all low voltage telecommunications infrastructure for more than 50 sites and over two million square feet
  - Wireless LAN, copper backbone, fiber backbone and vertical/horizontal pathways
- **State of Washington Olympia, WA, State Capital Distributed Antenna System head-end relocation**
  - Provided programming, space planning, infrastructure design and cellular carrier coordination
  - Space planning included programming mechanical and power loads, and space allocation for four cellular carriers within a registered historical building
  - Infrastructure included copper, coax, singlemode fiber, and vertical/horizontal pathways
- **Microsoft Canadian Excellence Center – Vancouver, B.C., Canada**
  - Provided detailed design for all copper, fiber, Wireless LAN and support infrastructure based on design guidelines and client programming
  - Included design for 4 Communication Rooms to support over 4,300 data outlets
  - Design included 4 Development Server Rooms with 35 associated server cabinets



**Michael Berg**  
**Associate Designer**  
**CAD Lead**

Michael has 17 years' experience in the construction industry working in Telecommunications, Architecture and Electrical disciplines. With over 20 years' experience in CAD and his understanding of building systems and design documents he is responsible for all COMgroup drawing production as well as overseeing support CAD Technicians. As an Associate Designer, Michael assists the project team with research, detail creation, overall drawing production and the first layer of pre-release quality checks. This experience has aided in the successful completion of a diverse range of project types, including:

- **Multi-story mixed use development**
  - New construction for office and/or residential towers with commercial below
  - Urban planning for both office parks and residential communities
  - Smart building management systems
- **Large scale tenant improvement**
  - Tenant improvement for 100,000+ S.F. office environments
  - Office space restructuring using open and flexible planning
  - Multi-story secure office spaces
  - Broadcast studio and support facilities
- **Industrial buildings and complexes**
  - Public Utility plants
  - Industrial manufacturing building with onsite office

**Education:**

Bachelor of Electrical Engineering, Georgia Institute of Technology, 1998

**Licenses:**

Professional Engineer  
National Council of  
Examiners for Engineers &  
Surveyors

**Affiliations:**

Healthcare Information and  
Management Systems  
Society (HIMSS)  
Association for Data Center  
Management Professionals  
(AFCOM)

## Jan Stuchlik, PE

**Lead Designer**

Jan has been with EDI since 1992 and serves as Vice President/Principal. In this role, Jan leads a team of project managers and provides executive oversight to their projects. His primary responsibility is to mentor, lead, advise on technical and project management issues, and schedule resources for the team. Jan and his team continually look for new solutions and improvements in efficiency and project delivery. Jan's experience includes DAS systems, network design, RFPS, evaluations, recommendations, integration, installations, testing, maintenance, troubleshooting, documentation, and support. As an expert in healthcare technology, Jan helps to define the customer's project objectives and specific requirements through a consultative approach, educating the customer on technologies and options. Jan has had primary project management responsibilities for over 120 projects, the largest of which has a technology systems value of over \$22 million.

**Relevant Experience****Children's Healthcare of Atlanta North Druid Hills Campus Project, Atlanta, GA**

- Children's Healthcare of Atlanta (CHOA) is actively working to develop the master plan for its North Druid Hills campus, which will include a 1.4 million SF replacement hospital, a 340,000 SF replacement administrative support facility, and a 1.5 million SF parking deck for staff and the public. One of the main goals of this project is to implement state of the art technology to help CHOA enhance the patient and family experience, improve clinical work-flows and operations. EDI has been hired to provide technology master planning services and full technology design services for the new hospital, support building, and parking deck. Technology Cost: \$100 million, Est. Completion: 2026

**IHG Ravinia Office Renovation – IT Programming, Atlanta, GA**

- EDI is providing technology visioning, programming, construction documents, MDF redesign and project management, lead technology team, and bid phases services for this 488,000 SF project which encompasses upgrades for over 300 conference rooms. EDI is services the following systems: audio-visual, structured cabling, security access control and video surveillance and room scheduling system. Project Cost: \$40 million, Technology Cost: \$9 million, Completed: Estimated for 2018

**University of West Georgia Fiber Infrastructure, Carrollton, GA**

- In 2014, EDI provided a feasibility study and needs assessment to plan remediation of overloaded fiber infrastructure at the University of West Georgia. UWG awarded EDI the contract in 2018. The project includes design and construction administration and utilizes existing underground infrastructure and adds new using directional boring. Completed: 2019

**Education:**

Bachelor of Science,  
Technology Management,  
Herzing University, 2009

Associate of Science,  
Computer, Electronics, and  
Telecommunications,  
Herzing College, 2005

**Licenses:**

Registered Communications  
Distribution Designer  
Lenel Certified Associate  
Project Management  
Professional  
Uniprise Certified Installer

**Affiliations:**

Building Industry Consulting  
Service International  
Project Management  
Institute

**Shaun Self, RCDD, PMP****Senior Project Manager and Designer**

Shaun is an Information Technology professional with more than 15 years of experience in the healthcare, higher education, and corporate industries. Specifically, within healthcare IT, Shaun has experience planning, deploying, and supporting technology such that it allows everyone to focus on their role in the organization.

As a Senior Project Manager and clinical IT educator, Shaun helps all team members of a project or technology roll-out stay focused on clearly defined goals from initial visioning to completion.

**Relevant Experience**

**Children's Healthcare of Atlanta North Druid Hills Campus Project, Atlanta, GA** - Children's Healthcare of Atlanta (CHOA) is actively working to develop the master plan for its North Druid Hills campus, which will include a 1.4 million SF replacement hospital, a 340,000 SF replacement administrative support facility, and a 1.5 million SF parking deck for staff and the public. One of the main goals of this project is to implement state of the art technology to help CHOA enhance the patient and family experience, improve clinical work-flows and operations. EDI has been hired to provide technology master planning services and full technology design services for the new hospital, support building, and parking deck. Technology Cost: \$100 million, Est. Completion: 2026

**Duke Health - Bed Tower Addition, Durham, NC** - EDI is providing technology program management services for this new 500,000 SF/330-bed tower addition. Services include the design oversight for all technology systems including cabling, nurse call, RTLS, DAS, audio-visual, security, television distribution, and the data network. Technology Cost: \$24 million, Est. Completion: 2020

**Medstar Georgetown University Hospital, New Surgical Pavilion, Washington DC** - Five-story, 496,000 SF, \$560 million medical/surgical pavilion will house a new Emergency Department, larger operating rooms and 156 private patient rooms in an unparalleled, modern setting that will set the standard for patient care. EDI is the Technology Design Consultant responsible for the programming and design documents/specifications for network, security, audio/visual, nurse call and other technology systems. Completed: estimated for 2020.



**Education:**

Bachelor of Science,  
Business Management,  
University of Phoenix, 2006

Associates Degree,  
Engineering Drafting  
Technology, Honolulu  
Community College, 1998

Bachelor of Science,  
Electronic Engineering,  
DeVry University

**Affiliations:**

United States Marine Corps  
1992-1996

**Craig Burnley****Consultant / CAD Drafter**

Craig is a Consultant with EDI, Ltd. specializing in BIM models and CAD design. His expertise includes schematic design drawings and construction documents, layouts, details, and schedules for low-voltage projects in healthcare systems design consultancy. His work includes audio-visual, nurse call, security, data and voice outlets, and devices for healthcare design solutions nationwide. Craig prepares electrical and coordination floor plans, enlarged plans, sections, elevations, diagrams, details, schedules, legends, and notes, as well as ensuring their adherence to company standards, project specific conditions, and applicable codes. Craig has a background in business management, drafting, and electronics engineering. He served as a communications specialist while enlisted in the US Marine Corps, after which he worked as a Designer/Assistant CAD Manager for Hawaii's largest MEP Consulting Engineering office. As a project manager, Craig works closely with the entire project team to provide projects that deliver on all requirements. He regularly manages weekly technology coordination meetings, provides detailed site observations, and prepares technology budgets, project schedules, responsibility matrix, etc. as part of our project management services.

**Relevant Experience**

**CoBank Corporate Headquarters, Greenwood Village, CO** -12-story, 200,000 SF corporate headquarters. EDI was responsible for the design of structured cable plant, network and telephone systems, security systems, audio-visual systems, data center and NOC, acoustics, and sound masking. Completed: 2015

**IHG Ravinia Office Renovation – IT Programming, Atlanta, GA** - EDI is providing technology visioning, programming, construction documents, MDF redesign and project management, lead technology team, and bid phases services for this 488,000 SF project which encompasses upgrades for over 300 conference rooms. EDI is services the following systems: audio-visual, structured cabling, security access control and video surveillance and room scheduling system. Project Cost: \$40 million, Technology Cost: \$9 million, Completed: estimated for 2018

**Salida Elementary School, Salida, CO** -EDI provided technology design service for the new 51,000 SF elementary school. Our services included requirements gathering and basis of design creation, technology system design and documentation, and procurement/construction support. The technology systems included in our scope were: structured cabling system, outside plant cabling, technology distribution room (TDR) layouts, paging system, 802.11 wireless system and audio/visual systems. Completed: 2013

## 3.2 EXPERIENCE OF THE FIRM

### 3.2.1 Experience and Qualifications

COMgroup, Inc. has been in business for over 30 years. We are one of the most widely respected independent telecommunications consulting firms in the nation and a recognized leader for telecommunication systems design and communications infrastructure consulting projects. COMgroup consultants are experts in all facets of voice and data communications and our services incorporate multiple technology disciplines.

COMgroup has served over 300 public sector clients, although we do not limit our practice to the public sector. We have significant government sector experience, ranging from the most demanding federal clients all the way through many large local government institutions and a number of smaller projects with individual divisions or departments. Our strong history of public sector work includes completing successful projects for many organizations in the western US. A sample listing of our recent City clients:

We have helped many clients with the design and construction management of fiber optic outside plant services, including for municipalities such as the City of Kent, City of Cheney, City of Tacoma, City of Puyallup, City of Kirkland, City of Redmond, City of Olympia, City of Bellevue and City of Richland. Some of the best examples of COMgroup's work in similar but non-city engagements are represented by the following projects:

Public Utility District No. 1 of Skagit County  
1415 Freeway Drive, Mount Vernon, WA 98273

We originally worked with the District as part of our work for Skagit County putting together a fiber backbone consortium among the political entities in Skagit County. Subsequently, the District obtained funds for the construction of fiber optic services and we began the detailed engineering of various route options to interconnect several key sites. This work included both aerial and underground engineering with detailed CAD drawings and technical specifications for 23 miles of aerial singlemode fiber optic cable. The final solution included a detailed inventory of over 500 power poles owned by Puget Sound Energy and Frontier Communications, right-of-way easements, Burlington Northern Santa Fe Railroad easements, private property easements, city permits, pole attachment permits, and addressing details such as sensitive area work. We developed the specifications used to select a contractor and reviewed the final deliverables.

Clover Park School District  
10903 Gravelly Lake Dr. SW, Lakewood, WA 98499

The School District asked us to assist with the strategy, budgets, funding methods, high level design, and implementation project management of their 25-mile fiber optic network. Work tasks included obtaining public right-of-way easements, private property easements, city permits, pole attachment permits, permission to cross an interstate highway (twice) and federal government permits (seven sites on US Military bases).

Grant County PUD  
P.O. Box 878, Ephrata, WA 98823

The District initially contacted COMgroup to serve as an expert witness for technical issues related to legal proceeding surrounding their operation of a fiber optic MAN. One

project included strategy on the type and location of cross-connect huts to help serve the Fiber to the Home distribution cables. We became a trusted technical and business advisor to the Commissioners and the District's management team.

Microsoft

1020 Enterprise Way, Sunnyvale, CA

Provided a fiber optic diverse route entrance into a 3 Building High Tech Campus. The Client required a secondary entrance into an existing building that was served by only one entrance. Working with the Property Manager, AT&T and XO Communications a secondary Campus fiber path was established with minimal disruption of hardscapes via a directional bore.

### **3.2.2 Other Relevant Experience**

Although we cannot use the City of Spokane as an actual reference, the City of Spokane has been a continuous COMgroup client since 1989. We developed the original fiber-optic backbone used by the City and produced infrastructure and design services for a number of extensions to the system over the years. We have also continued to support the City with a number of technology projects, which gives us a solid foundation for understanding the City and its team members.

### **3.2.3 Contract List**

COMgroup has completed over 10 projects / contracts for infrastructure work in the past five years, and about another 40 projects related to issuing RFPs and evaluating vendors for non-infrastructure elements. It is not feasible for us to list all contracts, and some of our clients (such as Microsoft) have a policy of not providing comment or references to outside parties.

If the City of Spokane wishes to have additional references or contact information related to our clients, we can provide specific information on request (where allowed by our clients).



### 3.3 REFERENCES

#### City of Tacoma

747 Market Street, Tacoma, WA 98402

Linda Trehuba, Tel: 253-591-5291, [LTREHUBA@ci.tacoma.wa.us](mailto:LTREHUBA@ci.tacoma.wa.us)

COMgroup has completed many projects over the years for the City, including several that involved infrastructure. The current project includes designing a fiber optic and copper system being planned to run in parallel to the new light rail expansion on Tacoma's south hill; the backbone will be primarily to support a municipal WiFi service in the area

#### Microsoft / CBRE

15010 NE 36th Street, Microsoft Campus Building 92, Redmond, WA 98052

Brian Smedley, Project Manager, Tel: 206 495 2025, [v-brsmed@microsoft.com](mailto:v-brsmed@microsoft.com)

COMgroup is responsible for the redesign of over 350 fiber optic circuits in support of the campus refresh project. This includes installation of multiple new fiber cables to bypass the construction area and expand the backbone capacity.

#### University of West Georgia

1601 Maple St, Carrollton, GA 30118

Ms. Elsa Peña, Campus Architect, 678-839-6578, [epena@westga.edu](mailto:epena@westga.edu)

EDI completed a Fiber Infrastructure Improvement Project. See the attached case study sheet.

#### Denver Federal Center

Kipling St, Denver, CO 80225

Jack R Brinkley, Abo Group (Architect), Tel: 303-902-3317, [jBrinkley@theabogroup.com](mailto:jBrinkley@theabogroup.com)

Louis Benson, GSA Project Manager, Tel: 415-770-5127, [louis.benson@gsa.gov](mailto:louis.benson@gsa.gov)

EDI completed a communication Manhole and MDF Existing Infrastructure Survey. See the attached case study sheet.

**Additional references are available for both COMgroup and EDI.**

### 3.4 RELATED INFORMATION

Neither COMgroup nor its subcontractor EDI has had any contract terminated for default in the past five (5) years.

## University of West Georgia Fiber Infrastructure Improvement Project

In 2014, the fiber infrastructure at the University of West Georgia (UWG) was over 80% capacity with limited capabilities for growth and flexibility to address future expansion needs. In addition, the existing fiber network was unable to provide reliable service for critical IT services resulting in significant downtime of production systems when fiber outages occurred. To provide best-in-class services for its students, faculty, and staff, UWG recognized an urgent need and hired EDI to conduct a feasibility study to provide a comprehensive analysis of existing conditions and to develop recommendations to address reliability and future expansion capabilities. UWG received board funding, updated the study with an estimated budget and potential project phasing with the help of EDI, and awarded EDI the contract in 2018. The solutions evaluated included multiple design options from standard fiber through microfiber.

The project includes design and construction administration and utilizes existing underground infrastructure plus new additions using directional boring. To address reliability, EDI is focusing on building a bidirectional ring topology with a length of approximately 3 miles.

Project Size – Campus with approx. 150 buildings, including property in the city of Carrollton

Completion Date – Estimated 2019

Technology Cost – \$3,400,00 million

### Project Team

EDI contracted with a UWG facilities engineer who had worked at UWG for 30 years and oversaw the fiber plant but retired several years prior to EDI's engagement. This relatively small expense sped up the discovery of existing fiber cables.

### References

Ms. Elsa Peña  
Campus Architect  
678.839.6578  
[epena@westga.edu](mailto:epena@westga.edu)



### As the technology consultant, EDI provided an analysis of the campus fiber backbone infrastructure and developed a report and proposed solution that:

- Identified, assessed, and documented the condition of current fiber connection points
- Developed recommendations to improve reliability and flexibility by implementing a bi-directional fiber optic ring topology including a second core for redundancy
- Provided estimated costs
- Provided a phased approach to construction
- EDI developed a Microsoft Access database to track pathways and fiber cables
- EDI updated the study in August 2017 to include any changes since 2014.

## Denver Federal Center Communication Manhole & MDF Existing Infrastructure Survey

The General Services Administration (GSA), Region 8, initiated a study to survey and document the existing telecommunication manholes, and infrastructure within them, throughout the Denver Federal Center (DFC). The telecommunication manhole system contained agency installed fiber optic cables from previous projects as well as other cabling that was well past its useful life or abandoned. However, there was no accurate documentation of any work that took place, creating a problem for any agencies looking to install new infrastructure within these telecommunication manholes.

EDI was selected to provide a complete and thorough inspection and evaluation of the telecommunication manhole system on the DFC. The study entailed tracing and documenting any cabling, infrastructure, or other items that should or could be removed. EDI also provided detailed drawings for each telecommunication manhole and plans to lock or secure each one to the vaults below, ensuring that the GSA would be aware of any new installations planned to take place.

Manholes/handholes surveyed – 114

MDFs surveyed – 25 buildings

Completion Date – 2018

### Project Team

Architect: Abo Group

### References

Abo Group

Mr. Jack R Brinkley

303.902.3317

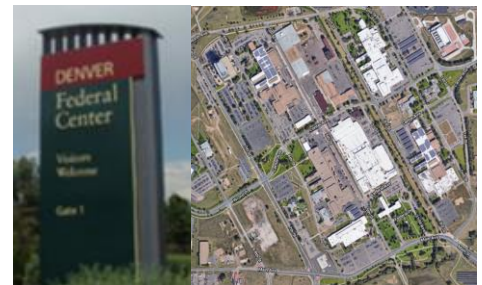
[jBrinkley@theabogroup.com](mailto:jBrinkley@theabogroup.com)

GSA, General Engineer

Mr. Louis Benson

415.770.5127

[louis.benson@gsa.gov](mailto:louis.benson@gsa.gov)



### As the technology consultant, EDI provided the following services:

- Identified, assessed, and documented the ending points of current cabling in place, as well as to whom each section belonged
- Provided a complete and thorough inspection and evaluation of the telecommunication manhole system and MDF on the Denver Federal Center
- Provided a report along with detailed drawings (aerial view as well as plane view) for each telecommunication manhole and process for securing/locking each one

## Section 4 – Cost Proposal

Per your request, we are providing a **fixed-fee** proposal to cover the full scope of work as describe in this RFP response. The costs listed below include all travel expenses and any document production (drawings) expenses.

Phase 1 – Detailed Design, Specifications, Procurement     \$42,000

Phase 2 – Construction Administration, Implementation     \$22,750

We propose to invoice monthly based on the percentage of the project completed, with a schedule of values to track performance against the total proposed amount.

**August 9, 2018**


**REQUEST FOR PROPOSALS FOR ENGINEERING SERVICES FOR THE DIVERSE FIBER ROUTE FROM PSB TO CCB.**

1. **Q:** On the RFP cover page, the due date is shown as 8/10/18. On page 2 section 3.2, the proposal due date is 8/17/18. Which is the correct proposal due date?

A: The proposal is due by 10:00 a.m. on Friday, August 17, 2018.

**The undersigned acknowledges receipt of this Addendum.**

**Company** COMgroup, Inc.

  
\_\_\_\_\_  
Authorized Signature President

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

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

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

1. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.
5. 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)          |

**Agenda Sheet for City Council Meeting of:**

10/22/2018

|                       |               |
|-----------------------|---------------|
| <u>Date Rec'd</u>     | 10/9/2018     |
| <u>Clerk's File #</u> | OPR 2018-0650 |
| <u>Renews #</u>       |               |

|                           |                             |                      |         |
|---------------------------|-----------------------------|----------------------|---------|
| <u>Submitting Dept</u>    | POLICE                      | <u>Cross Ref #</u>   |         |
| <u>Contact Name/Phone</u> | ERIC OLSEN 835-4505         | <u>Project #</u>     |         |
| <u>Contact E-Mail</u>     | ELOSEN@SPOKANEPOLICE.ORG    | <u>Bid #</u>         |         |
| <u>Agenda Item Type</u>   | Contract Item               | <u>Requisition #</u> | CR19765 |
| <u>Agenda Item Name</u>   | 1560 - AXON INTERVIEW ROOMS |                      |         |

Agenda Wording

Contract with AXON ENTERPRISES, INC (SCOTTSDALE, AZ) for the Police Department's Interview Rooms camera and recording systems upgrade. Funding is from DOJ Federal Forfeitures Justice Funds.

Summary (Background)

SPD's current interview rooms are desperately in need of a camera and recording system upgrade. The system is failing and as such could lead to loss of valuable investigation information. SPD would like to use part of its federal forfeiture funds to upgrade its interview rooms at Gardner and the Public Safety Building. The City's Purchasing Department will be piggybacking on a contract between Axon and NPP.gov for this project. Year one encumbrance is \$93,000.00. Term: 09/01/2018-09/30/2023.

|                          |              |                       |                                |              |
|--------------------------|--------------|-----------------------|--------------------------------|--------------|
| <u>Fiscal Impact</u>     |              | Grant related?    YES | <u>Budget Account</u>          |              |
|                          |              | Public Works?    YES  |                                |              |
| Expense                  | \$ 59,179.93 |                       | # 1560-17100-94000-56412-68084 |              |
| Expense                  | \$ 74,378.53 |                       | # 1560-17100-21250-53104-68084 |              |
| Select                   | \$           |                       | #                              |              |
| Select                   | \$           |                       | #                              |              |
| <u>Approvals</u>         |              |                       | <u>Council Notifications</u>   |              |
| <u>Dept Head</u>         |              | ISAACSON, JENNIFER    | <u>Study Session</u>           | PSCH Meeting |
| <u>Division Director</u> |              | MEIDL, CRAIG          | <u>Other</u>                   |              |
| <u>Finance</u>           |              | SCHMITT, KEVIN        | <u>Distribution List</u>       |              |
| <u>Legal</u>             |              | ODLE, MARI            | spdfinance                     |              |
| <u>For the Mayor</u>     |              | SANDERS, THERESA      | cwahl                          |              |
| Additional Approvals     |              |                       | eolsen                         |              |
| <u>Purchasing</u>        |              |                       |                                |              |
| <u>GRANTS &amp;</u>      |              | BROWN, SKYLER         |                                |              |
|                          |              |                       |                                |              |
|                          |              |                       |                                |              |



**City of Spokane**

**CONTRACT**

**Title: INSTALLATION OF  
INTERVIEW ROOM CAMERAS**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **AXON ENTERPRISES, INC.**, whose address is 17800 North 85<sup>th</sup> Street, Scottsdale, Arizona 85255 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the purpose of this Contract is for the purchase and installation of an Interview Room Camera System; and*

*WHEREAS, the Contractor was selected in accordance with the National Purchasing Partners Member Intergovernmental Cooperation Purchasing Agreement.*

*-- 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 Contract begins on October 1, 2018, and ends on September 30, 2023, unless amended by written agreement or terminated earlier under the provisions.

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

The Contractor shall begin the work outlined in the "Scope of Work" ("Work") on the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Contract 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 Contract is described in Contractor's Statement of Work and Configuration Document and Quote dated 8/25/18, which is attached to and made a part of this Contract as Exhibit A. In the event of a conflict or discrepancy in the Contract documents, this City Contract controls.

The Contractor shall provide the following Work for the City:

Interview Room Camera System for 7 interview rooms for Police Department. Contract will include equipment, installation, set-up, software, software licenses, maintenance, support and extended warranties. See attached quote and scope of work document.



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 Contract shall be a maximum amount not to exceed **ONE HUNDRED THIRTY THREE THOUSAND FIVE HUNDRED FIFTY EIGHT AND 46/100 DOLLARS (\$133,558.46)**, excluding tax, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

The Contractor shall submit its applications for payment to City of Spokane, Spokane Police Department, Public Safety Building, 1100 West Mallon Avenue, Spokane, Washington 99260. **Payment will be made via direct deposit/ACH within thirty (30) days after receipt of the Contractor's application except as provided by state law.**

#### **5. WAGES.**

Minimum wages paid by the Contractor will be those determined by the Secretary of Labor under the Davis-Bacon Act, 40 USC 276(a). In the event that a state minimum wage rate exceeds a Department of Labor rate, the conflict will be resolved by applying the higher rate. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the State 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 rate of wage for each classification of workers entitled to prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City.

#### **6. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED.**

The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the State Department of Labor and Industries; 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.

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

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

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

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at

<http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

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

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

#### **10. 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 Contract, 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 Contract.

#### **11. INSURANCE.**

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

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

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

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 forty-five (45) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Contract, the Company shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns this signed Contract. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Company's services under this Contract, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the forty-five (45) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

## **12. FEES FOR WASHINGTON'S LABOR & INDUSTRY (L&I) FILINGS.** (Section 6 above).

Reimbursement for the fees paid by the Contractor for the approval of "Statements of Intent to Pay Prevailing Wages" and certification of "Affidavits of Wages Paid" by the industrial statistician of the State Department of Labor and Industries will be added to the amounts due the Contractor. The Contractor will remain responsible for the actual submittal of the documents to the industrial statistician. In order to receive this reimbursement the Contractor will be required to submit to the City, prior to final acceptance of the work, a list of its subcontractors at all tiers and have their "Statements of Intent to Pay Prevailing Wages" on file with the City.

## **13. SUBCONTRACTOR RESPONSIBILITY.**

A. The Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW [39.04.350](#). The responsibility criteria are listed in the request for bids document. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:

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

#### **14. INDEPENDENT CONTRACTOR.**

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

#### **15. ASSIGNMENT AND SUBCONTRACTING.**

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

#### **16. TERMINATION.**

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

#### **17. STANDARD OF PERFORMANCE.**

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

#### **18. ANTI KICK-BACK.**

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

## **19. CONSTRUAL.**

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

## **20. 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.

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

The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Contract. The Contractor guarantees and warranties all work, labor and materials under this Contract 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 Contract. This warranty is in addition to any manufacturers' or other warranty in the Contract documents.

## **21. MISCELLANEOUS PROVISIONS.**

- A. **Amendments/Modifications:** The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the City, and the Contract time and compensation will be adjusted accordingly.
- B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.
- C. This Contract shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict occurs between Contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Contract to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Contract.
- I. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

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

**AXON ENTERPRISES, INC.**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

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

Exhibit A – Contractor's Statement of Work and Configuration Document and Quote dated 8/25/18  
Attachment A – Certification Regarding Debarment  
Attachment B - Certification of Compliance with Wage Payment Statutes

## EXHIBIT A

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





## Certification of Compliance with Wage Payment Statutes

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

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

\_\_\_\_\_  
Bidder’s Business Name

\_\_\_\_\_  
Signature of Authorized Official\*

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
City

\_\_\_\_\_  
State

*Check One:*

Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☐

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

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

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

## Briefing Paper

### (Public Safety & Community Health Committee)

|   |   |
|---|---|
| <b>Division &amp; Department:</b>   | Police  |
| <b>Subject:</b>   | Interview Room Camera and Recording System with Installation  |
| <b>Date:</b>  | 10/01/2018  |
| <b>Contact (email &amp; phone):</b>   | Jennifer Isaacson <a href="mailto:jisaacson@spokanepolice.org">jisaacson@spokanepolice.org</a> 625-4056                       |
| <b>City Council Sponsor:</b>  |   |
| <b>Executive Sponsor:</b>   |   |
| <b>Committee(s) Impacted:</b>   | Public Safety & Community Health  |
| <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)   | Approval for Interview Room Camera and Recording System with Installation Contract.   |
| <b>Background/History:</b> The Police Department needs a camera and recording system upgrade for interview rooms. The current system is failing, and as such, valuable investigation information could be missed or lost. A contract between Axon Enterprise, Inc. and a Purchasing Cooperative (NPP.gov) will be piggybacked for procurement of the system. The City has an interlocal agreement with NPP.gov allowing piggyback of their contracts.               |   |
| <b>Executive Summary:</b> <ul style="list-style-type: none"> <li><i>Contract period of performance will begin on September 1, 2018 and end on August 31, 2023</i></li> <li><i>Contract will include equipment, installation, set-up, software, software licenses, maintenance, support and extended warranties.</i></li> <li><i>Funding source is forfeiture funds</i></li> <li><i>Estimated amount for contract term is \$133,558.46 plus sales tax</i></li> </ul> |   |
| <b>Budget Impact:</b><br>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A<br>Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A<br>If new, specify funding source:<br>Other budget impacts: (revenue generating, match requirements, etc.)   |   |
| <b>Operations Impact:</b><br>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A<br>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A<br>Specify changes required:<br>Known challenges/barriers:   |   |



**Axon Enterprise, Inc.**  
17800 N 85th St.  
Scottsdale, Arizona 85255  
United States  
Phone: (800) 978-2737

**Q-168988-43337.282MH**

Issued: 08/25/2018



Quote Expiration: 09/30/2018

Account Number: 446518

Start Date: 10/01/2018

Payment Terms: Net 30

Delivery Method: Fedex - Ground

**SALES REPRESENTATIVE**

Megan Hardisty

Phone: 480-253-7854

Email: mhardisty@axon.com

Fax:

**PRIMARY CONTACT**

Ryan Snider

Phone: (509) 363-8225

Email: rsnyder@spokanepolice.org

**SHIP TO**

Ryan Snider  
Spokane Police Dept. - WA  
1100 W. Mallon Avenue  
Spokane, WA 99260  
US

**BILL TO**

Spokane Police Dept. - WA  
1100 W. Mallon Avenue  
Spokane, WA 99260  
US

**Year 1- Gardner (EST Ship Date 9/1/2018)**

| Item                             | Description  | Quantity | List Unit Price | Net Unit Price     | Total (USD) |
|----------------------------------|--|----------|-----------------|--------------------|-------------|
| <b>Axon Plans &amp; Packages</b> |  |          |                 |                    |             |
| 50071                            | AXON STREAMING SERVER LICENSE (PER SERVER)                   | 2        | 1,750.00        | 1,750.00           | 3,500.00    |
| 50070                            | AXON TOUCH PANEL SOFTWARE                                    | 5        | 1,500.00        | 1,500.00           | 7,500.00    |
| 50055                            | INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 1 PAYMENT | 5        | 1,188.00        | 1,188.00           | 5,940.00    |
| <b>Hardware</b>                  |  |          |                 |                    |             |
| 50112                            | AXIS VANDAL RESISTANT IP DOME CAMERA                         | 5        | 940.00          | 940.00             | 4,700.00    |
| 50118                            | LOUROE DV-ML MICROPHONE (POE)                                | 5        | 195.00          | 195.00             | 975.00      |
| 50206                            | RECORDING SERVER LITE, 1U RACK SERVER, XEON (4-CORE), 8GB ME | 2        | 1,600.00        | 1,600.00           | 3,200.00    |
| 50127                            | POS-X TOUCHPANEL W/ 8GB RAM, 500GB SSD HD                    | 5        | 2,600.00        | 2,600.00           | 13,000.00   |
| 74056                            | TOUCH PANEL WALL MOUNT                                       | 5        | 64.00           | 64.00              | 320.00      |
| 74062                            | INTERVIEW ROOM 5 YR EXTENDED WARRANTY                        | 5        | 1,240.99        | 1,240.99           | 6,204.95    |
| <b>Services</b>                  |  |          |                 |                    |             |
| 85170                            | INTERVIEW ROOM, INSTALL AND SETUP                            | 5        | 2,500.00        | 2,500.00           | 12,500.00   |
|                                  |  |          |                 | Subtotal           | 57,839.95   |
|                                  |  |          |                 | Estimated Shipping | 0.00        |
|                                  |  |          |                 | Estimated Tax      | 5,089.92    |
|                                  |  |          |                 | Total              | 62,929.87   |

**Year 1- Public Safety Building (EST Ship Date 9/1/2018)**

| Item                             | Description  | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|----------------------------------|--|----------|-----------------|----------------|-------------|
| <b>Axon Plans &amp; Packages</b> |  |          |                 |                |             |
| 50071                            | AXON STREAMING SERVER LICENSE (PER SERVER)                   | 2        | 1,750.00        | 1,750.00       | 3,500.00    |
| 50070                            | AXON TOUCH PANEL SOFTWARE                                    | 2        | 1,500.00        | 1,500.00       | 3,000.00    |
| 50055                            | INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 1 PAYMENT | 2        | 1,188.00        | 1,188.00       | 2,376.00    |
| <b>Hardware</b>                  |  |          |                 |                |             |
| 74056                            | TOUCH PANEL WALL MOUNT                                       | 2        | 64.00           | 64.00          | 128.00      |
| 50112                            | AXIS VANDAL RESISTANT IP DOME CAMERA                         | 2        | 940.00          | 940.00         | 1,880.00    |
| 50118                            | LOUROE DV-ML MICROPHONE (POE)                                | 2        | 195.00          | 195.00         | 390.00      |
| 50206                            | RECORDING SERVER LITE, 1U RACK SERVER, XEON (4-CORE), 8GB ME | 2        | 1,600.00        | 1,600.00       | 3,200.00    |
| 50127                            | POS-X TOUCHPANEL W/ 8GB RAM, 500GB SSD HD                    | 2        | 2,600.00        | 2,600.00       | 5,200.00    |
| 74062                            | INTERVIEW ROOM 5 YR EXTENDED WARRANTY                        | 2        | 1,240.99        | 1,240.99       | 2,481.98    |
| <b>Services</b>                  |  |          |                 |                |             |
| 85170                            | INTERVIEW ROOM, INSTALL AND SETUP                            | 2        | 2,500.00        | 2,500.00       | 5,000.00    |
|                                  |  |          |                 | Subtotal       | 27,155.98   |
|                                  |  |          |                 | Estimated Tax  | 2,389.73    |
|                                  |  |          |                 | Total          | 29,545.71   |

**Year 2**

| Item                             | Description  | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|----------------------------------|--|----------|-----------------|----------------|-------------|
| <b>Axon Plans &amp; Packages</b> |  |          |                 |                |             |
| 50056                            | INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 2 PAYMENT | 5        | 1,188.00        | 1,188.00       | 5,940.00    |
| 50074                            | AXON TOUCH PANEL SOFTWARE MAINTENANCE ANNUAL PAYMENT         | 7        | 300.00          | 300.00         | 2,100.00    |
| 50072                            | AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT    | 4        | 350.00          | 350.00         | 1,400.00    |
|                                  |  |          |                 | Subtotal       | 9,440.00    |
|                                  |  |          |                 | Estimated Tax  | 830.72      |
|                                  |  |          |                 | Total          | 10,270.72   |

### Year 3

| Item                             | Description  | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|----------------------------------|--|----------|-----------------|----------------|-------------|
| <b>Axon Plans &amp; Packages</b> |  |          |                 |                |             |
| 50057                            | INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 3 PAYMENT | 5        | 1,188.00        | 1,188.00       | 5,940.00    |
| 50074                            | AXON TOUCH PANEL SOFTWARE MAINTENANCE ANNUAL PAYMENT         | 7        | 300.00          | 300.00         | 2,100.00    |
| 50072                            | AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT    | 4        | 350.00          | 350.00         | 1,400.00    |
| Subtotal                         |  |          |                 |                | 9,440.00    |
| Estimated Tax                    |  |          |                 |                | 830.72      |
| Total                            |  |          |                 |                | 10,270.72   |

### Year 4

| Item                             | Description  | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|----------------------------------|--|----------|-----------------|----------------|-------------|
| <b>Axon Plans &amp; Packages</b> |  |          |                 |                |             |
| 50058                            | INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 4 PAYMENT | 5        | 1,188.00        | 1,188.00       | 5,940.00    |
| 50074                            | AXON TOUCH PANEL SOFTWARE MAINTENANCE ANNUAL PAYMENT         | 7        | 300.00          | 300.00         | 2,100.00    |
| 50072                            | AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT    | 4        | 350.00          | 350.00         | 1,400.00    |
| Subtotal                         |  |          |                 |                | 9,440.00    |
| Estimated Tax                    |  |          |                 |                | 830.72      |
| Total                            |  |          |                 |                | 10,270.72   |

### Year 5

| Item                             | Description  | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|----------------------------------|--|----------|-----------------|----------------|-------------|
| <b>Axon Plans &amp; Packages</b> |  |          |                 |                |             |
| 50059                            | INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 5 PAYMENT | 5        | 1,188.00        | 1,188.00       | 5,940.00    |
| 50074                            | AXON TOUCH PANEL SOFTWARE MAINTENANCE ANNUAL PAYMENT         | 7        | 300.00          | 300.00         | 2,100.00    |

Year 5 (Continued)

| Item                              | Description   | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|-----------------------------------|---|----------|-----------------|----------------|-------------|
| Axon Plans & Packages (Continued) |   |          |                 |                |             |
| 50072                             | AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT | 4        | 350.00          | 350.00         | 1,400.00    |
|                                   |   |          |                 | Subtotal       | 9,440.00    |
|                                   |   |          |                 | Estimated Tax  | 830.72      |
|                                   |   |          |                 | Total          | 10,270.72   |
|                                   |   |          |                 | Grand Total    | 133,558.46  |

## Summary of Payments

| Payment   | Amount (USD)      |
|---|-------------------|
| Year 1- Gardner (EST Ship Date 9/1/2018)                | 62,929.87         |
| Year 1- Public Safety Building (EST Ship Date 9/1/2018) | 29,545.71         |
| Year 2  | 10,270.72         |
| Year 3  | 10,270.72         |
| Year 4  | 10,270.72         |
| Year 5  | 10,270.72         |
| <b>Grand Total</b>                                      | <b>133,558.46</b> |

## Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name (Print):** \_\_\_\_\_ **Title:** \_\_\_\_\_

**PO# (Or write N/A):** \_\_\_\_\_

Please sign and email to Megan Hardisty at [mhardisty@axon.com](mailto:mhardisty@axon.com) or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store [buy.axon.com](http://buy.axon.com)

Quote: Q-168988-43337.282MH

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Axon Enterprise, Inc. All rights reserved.





## STATEMENT OF WORK & CONFIGURATION DOCUMENT

### Axon Interview Recording Platform

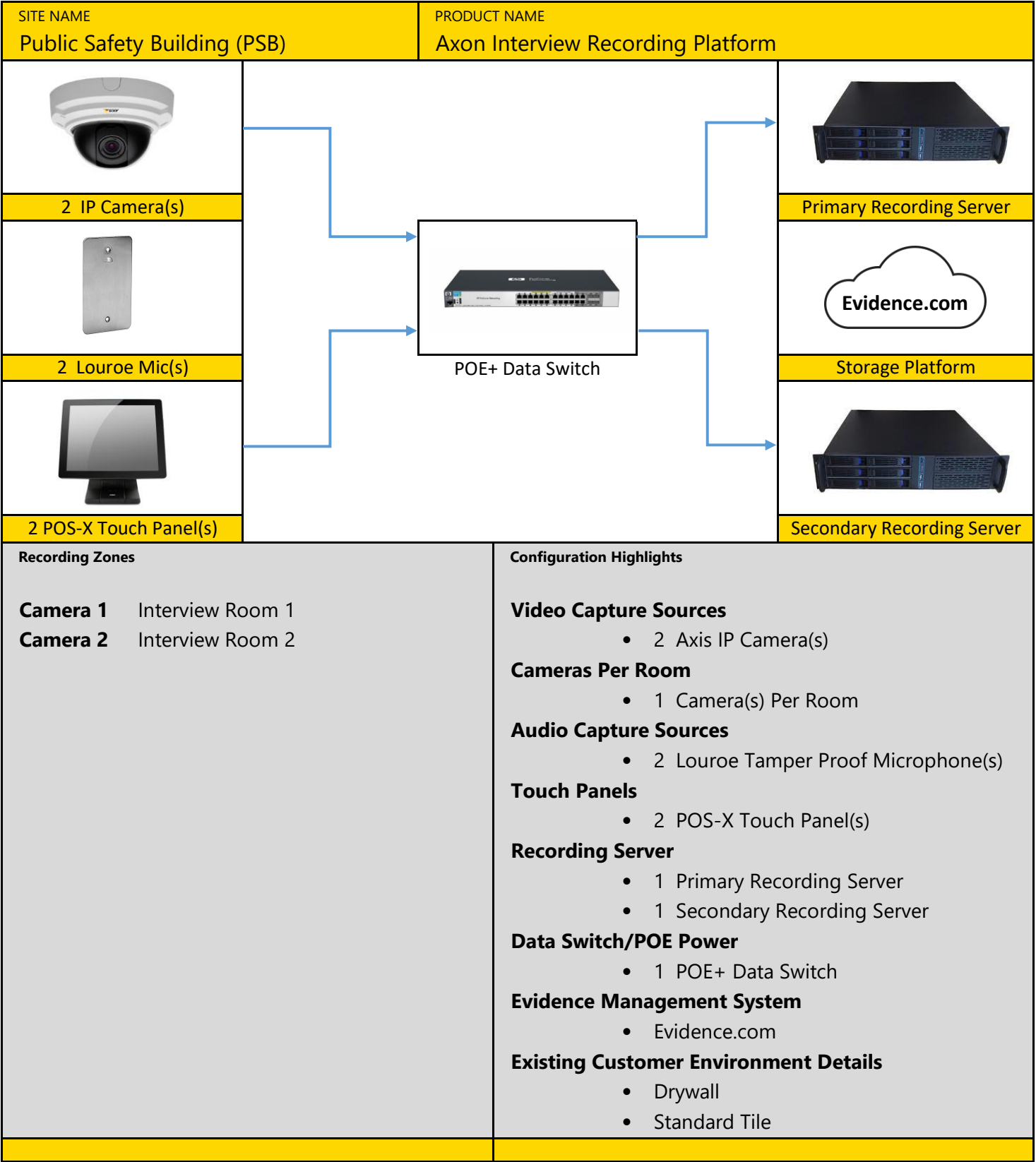
This document details a proposed system design

Agency created for: Spokane Police Department

|                                    |                                   |
|------------------------------------|-----------------------------------|
| <b>Sold By:</b>                    | <b>Megan Hardisty</b>             |
| <b>Designed By:</b>                | <b>Jason South</b>                |
| <b>Installed By:</b>               | <b>Axon Professional Services</b> |
| <b>Customer Point of Contact:</b>  | <b>Ryan Snider</b>                |
| <b>Targeted Installation Date:</b> | <b>September 1, 2018</b>          |

Tuesday, June 19, 2018

# SITE OVERVIEW



## SYSTEM CONFIGURATION DETAILS

The following sections detail the configuration of the Axon Interview recording system

### Cabling Considerations

|                                |   |  |
|--------------------------------|---|--|
| <b>Cabling Runs</b>            | <b>6</b>  | Category 6 cable runs are required for this installation |
|                                | <b>6</b>  | 110v power outlets are required for this installation    |
| <b>Touch Panel Location</b>    | Wall Mounted  |  |
| <b>Cabling Requirements</b>    | <b>All Devices:</b><br><br>Each Axis IP cameras will require (1) Category 6 cable. This cable run should be connected to the customer's primary data network.<br>Each POS-X touch panel, or PC running a virtual Touch Panel, will each require (1) Category 6 cable. This cable run should be connected to the customer's primary data network |  |
|                                | <b>Recording Servers</b><br>The Primary Recording Server Lite requires (1) dedicated category 6<br>The Secondary Recording Server Lite requires (1) dedicated   |  |
|                                | <b>Data Switch:</b><br><br><b>Type:</b> <b>POE+ Data Switch</b> Each POE+ Data Switch at this location requires (1) category 6 cable. This cable run should be connected to the customer's primary data network core.   |  |
|                                |   |  |
| <b>Redundancy</b>              | This design does not include cable redundancy   |  |
| <b>Customer Provided Items</b> | N/A   |  |
| <b>Axon Provided Items</b>     | N/A   |  |

### Network Considerations

|                          |  |            |           |
|--------------------------|--|------------|-----------|
| Network Requirements     | Each Axis IP Camera will be connected to a POE+ Data Switch that provides the device with power and network connectivity |            |           |
|                          | Each Recording Server must be given a static, IPv4 network address that is routable across the network                   |            |           |
|                          | Each IP Camera must be given a static, IPv4 network address that is routable across the network                          |            |           |
|                          | Each POS-X Touch Panel must be given a static, IPv4 network address that is routable across the network                  |            |           |
| Network Addressing       | Network Device   | Static IPs | Total IPs |
|                          | IP Cameras   | 2          | 7         |
|                          | POS-X Touch Panel  | 2          |           |
|                          | Recording Servers  | 2          |           |
|                          | POE+ Data Switch   | 1          |           |
| Data Switch Provisioning | The customer will provide the POE data switch needed for this install.   |            |           |

## Network Considerations Cont'd

|                                |   |
|--------------------------------|---|
| <b>Customer Provided Items</b> | <p>Customer to provide all device IP addresses</p> <p>Customer to also provide:</p> <ul style="list-style-type: none"> <li>Subnet Mask</li> <li>Gateway IP</li> <li>DNS/WINS IP</li> <li>Time Server IP</li> </ul> <p>Customer IT staff will configure all switches with proper network configuration</p> |
|--------------------------------|---|

## Video Capture Device

| Interview Room 1               |  |
|--------------------------------|--|
| <b>Video Capture Source</b>    | Axis 3374-V Dome IP Camera                                     |
| <b>Deployment Method</b>       | This camera will be overtly installed in the environment       |
| <b>Covert Enclosure Type</b>   |  |
| <b>Recording Activation</b>    | Recording will be manually triggered via the POS-X Touch Panel |
| <b>Customer Provided Items</b> | N/A  |
| <b>Axon Provided Items</b>     | Axon will provide the camera for this zone                     |

## Video Capture Device

| Interview Room 2               |  |
|--------------------------------|--|
| <b>Video Capture Source</b>    | Axis 3374-V Dome IP Camera                                     |
| <b>Deployment Method</b>       | This camera will be overtly installed in the environment       |
| <b>Covert Enclosure Type</b>   |  |
| <b>Recording Activation</b>    | Recording will be manually triggered via the POS-X Touch Panel |
| <b>Customer Provided Items</b> | N/A  |
| <b>Axon Provided Items</b>     | Axon will provide the camera for this zone                     |

## Audio Capture Device

|                                |   |   |
|--------------------------------|---|---|
| <b>Audio Capture Source</b>    | <b>2</b>  | Louroe Tamper Proof Microphone(s) will be included in this design |
| <b>Deployment Method</b>       | Each microphone will be overtly installed and connected to (1) IP camera in each zone |   |
| <b>Recording Activation</b>    | Recording will be activated in unison with the connected IP camera                    |   |
| <b>Customer Provided Items</b> | N/A   |   |
| <b>Axon Provided Items</b>     | Axon will provide all microphones   |   |

## Recording Servers

|                                |   |  |
|--------------------------------|---|--|
| <b>Recorder Count</b>          | <b>2</b>  | recording server(s) will reside at this location |
| <b>Server Model</b>            | Primary Recording Server Lite and Secondary Recording Server Lite |  |
| <b>Redundancy</b>              | This system includes recording redundancy                         |  |
| <b>Customer Provided Items</b> | N/A   |  |
| <b>Axon Provided Items</b>     | Axon Will provide all recording servers                           |  |

## Metadata Tags

|                                |   |  |
|--------------------------------|---|--|
| <b>Metadata Tagging</b>        | The system will collect metadata information prior to, and after, the interview recording process (i.e. Interviewer Name, Interviewee Name, Case Number)  |  |
| <b>Metadata Tags</b>           | <p>Information collected prior to recording:</p> <ul style="list-style-type: none"> <li>• Interviewee first and last name</li> <li>• Case number</li> <li>• Case type</li> <li>• Interviewee type</li> </ul> <p>Information collected post recording:</p> <ul style="list-style-type: none"> <li>• Interviewer name(s)</li> </ul> |  |
| <b>Customer Provided Items</b> | Customer to provide preferred metadata fields   |  |
| <b>Axon Provided Items</b>     | Axon to facilitate the creation of metadata fields  |  |

## EVIDENCE.COM CONFIGURATION DETAILS

The following sections detail the configuration of Evidence.com. This section pertains to all recording sites in the environment.

### Application Package

|                                |  |
|--------------------------------|--|
| <b>Evidence Mgmt System</b>    | Evidence.com   |
| <b>Agency URL</b>              | TBD  |
| <b>Evidence Sync</b>           | Yes  |
| <b>Keys</b>                    | TBD  |
| <b>Package Description</b>     | TBD  |
| <b>Application Features</b>    | <p>Network Applications:</p> <ul style="list-style-type: none"><li>• Remote monitoring application</li></ul> <p>Evidence.com Application Features:</p> <ul style="list-style-type: none"><li>• Secure Cloud Storage</li><li>• Redaction</li><li>• Download/Sharing</li><li>• Audit Trail</li><li>• Reporting</li></ul> |
| <b>Customer Provided Items</b> | N/A  |
| <b>Axon Provided Items</b>     | Axon will provide all items in this category   |

## Training

### **Application Package**

This solution will include on-site application training covering:

- Touch panel overview
- Initiating interview wizard
- Entering metadata
- Controlling the interview process
- Closing an interview

Evidence.com functionality

## Additional Notes

### **Notes**

## **Axon International, Inc.'s Sales Terms and Conditions for Direct Sales to End User Purchasers**

By signing this Statement of Work, you are agreeing to the items set forth in this document and Axon's Master Services & Purchasing Agreement posted at [www.Axon.com/legal](http://www.Axon.com/legal). You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, do not sign Statement of Work.

This Statement of Work is bound to the applicable signed quote. Upon confirmation of the installation dates, to be confirmed in writing, the agency will give no less than a 2-week advanced notice of cancellation or change from the date of the scheduled installation. In the event the Agency cancels 2 weeks or less from the date of the scheduled installation, the agency will be responsible for all travel booked, and resource costs associated with the cancelled installation. Rescheduling of the installation will be at the discretion of Axon Professional Services based on available dates within the installation schedule calendar.

Changes to the scope of this SOW must be documented and agreed upon by the Parties in a change order. If the changes cause an increase or decrease in any charges or cause a scheduling change from that originally agreed upon, an equitable adjustment in the charges or schedule will be agreed upon by the Parties and included in the change order, signed by both Parties.

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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



**Agenda Sheet for City Council Meeting of:**

10/22/2018

|                       |               |
|-----------------------|---------------|
| <u>Date Rec'd</u>     | 10/3/2018     |
| <u>Clerk's File #</u> | OPR 2017-0210 |
| <u>Renews #</u>       |               |
| <u>Cross Ref #</u>    |               |
| <u>Project #</u>      |               |
| <u>Bid #</u>          | RFB 4309-17   |
| <u>Requisition #</u>  | BT            |

|                           |  |
|---------------------------|--|
| <u>Submitting Dept</u>    | SOLID WASTE DISPOSAL   |
| <u>Contact Name/Phone</u> | DAVID PAINE 625-6878   |
| <u>Contact E-Mail</u>     | DPAINE@SPOKANECITY.ORG   |
| <u>Agenda Item Type</u>   | Contract Item  |
| <u>Agenda Item Name</u>   | 4490-AMENDMENT TO CONTRACT FOR BOILERMAKER SERVICES AT THE WTE |

**Agenda Wording**

Contract amendment with cost for boilermaker services from Helfrich Brothers Boilerworks, Inc. An additional \$440,000.00 is needed for these services in 2018.

**Summary (Background)**

In June of 2017 Helfrich Brothers Boilerworks, Inc. was awarded the contract for boilermaker services at the WTE during scheduled and unplanned outages. As a result of our inspection programs, additional repairs were identified in the boilers that were unexpected and there were other unplanned outages experienced during 2018 as well. In order to complete the most critical repairs identified during the Fall 2018 outage, additional funding will be required.

|                             |                              |                                 |
|-----------------------------|------------------------------|---------------------------------|
| <u>Fiscal Impact</u>        | Grant related? NO            | <u>Budget Account</u>           |
|                             | Public Works? YES            |                                 |
| Expense \$ 440,000.00       |                              | # 4490-44100-37148-54803-34002  |
| Select \$                   |                              | #                               |
| Select \$                   |                              | #                               |
| Select \$                   |                              | #                               |
| <u>Approvals</u>            | <u>Council Notifications</u> |                                 |
| <u>Dept Head</u>            | CONKLIN, CHUCK               | <u>Study Session</u> UE 10/8/18 |
| <u>Division Director</u>    | SIMMONS, SCOTT M.            | <u>Other</u>                    |
| <u>Finance</u>              | ALBIN-MOORE, ANGELA          | <u>Distribution List</u>        |
| <u>Legal</u>                | ODLE, MARI                   | mdorgan@spokanecity.org         |
| <u>For the Mayor</u>        | SANDERS, THERESA             | jsalstrom@spokanecity.org       |
| <u>Additional Approvals</u> |                              | tprince@spokanecity.org         |
| <u>Purchasing</u>           | PRINCE, THEA                 | rrinderle@spokanecity.org       |
|                             |                              |                                 |
|                             |                              |                                 |
|                             |                              |                                 |

## Briefing Paper

### Urban Experience

|  |   |
|--|---|
| <b>Division &amp; Department:</b>  | Public Works Division; Solid Waste Disposal   |
| <b>Subject:</b>  | Amendment with Cost to Contract for Boilermaker Services at the WTE Facility  |
| <b>Date:</b>   | October 8, 2018   |
| <b>Contact (email &amp; phone):</b>  | David Paine, <a href="mailto:dpaine@spokanecity.org">dpaine@spokanecity.org</a> , 625-6878  |
| <b>City Council Sponsor:</b>   |   |
| <b>Executive Sponsor:</b>  |   |
| <b>Committee(s) Impacted:</b>  | Urban Experience/Public Infrastructure, Environment and Sustainability 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>   | Sustainable Resources-Sustainable Practices; Innovative Infrastructure-Affordable Services  |
| <b>Deadline:</b>   |   |
| <b>Outcome:</b> (deliverables, delivery duties, milestones to meet)  | Council approval of additional funds for boilermaker services; without which the WTE facility would not be able to continue uninterrupted operations. |
| <b>Background/History:</b><br><p>Each year, two scheduled outages are performed on each of the two boilers at the WTE Facility. Experienced boilermakers make repairs and boiler tube replacements during these outages. The anticipated cost for these services is approximately \$600,000.00 each year. These services were awarded to Helfrich Brothers Boiler Works, Inc. in 2017.</p> <p>As a result of our inspection programs we identified additional repairs that were necessary to safely and efficiently operate our boilers. The most critical work was accomplished in that same Spring Outage while the remainder was pushed out to be addressed during the 2018 Fall Outage. This will require \$440,000.00 in additional funding on the contract for 2018, for a total annual spend of \$1,040,000.00. The requested funds will be available due to deferment and/or a re-evaluation of other projects and will not result in a request for additional budget dollars.</p> |   |
| <b>Executive Summary:</b> <ul style="list-style-type: none"> <li>• The WTE has two scheduled outages per year for each of the boilers, with an anticipated duration of 7-12 days each, with two 12-hour shifts per day.</li> <li>• Critical repairs were identified and accomplished during the Spring Outage, and others will need to be completed during the 2018 Fall Outage.</li> <li>• Additional repairs will result in an additional \$440,000.00 in cost, for a total spend of \$1,040,000.00 in 2018.</li> <li>• Funding will be available due to deferment and/or a re-evaluation of other projects.</li> </ul>  |   |
| <b>Budget Impact:</b><br>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A<br>Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A<br>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:



**City of Spokane**

**CONTRACT AMENDMENT**

**Title: BOILERMAKER SERVICES FOR WASTE TO ENERGY FACILITY (WTE)**

This Contract Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **HELFRICH BROTHERS BOILER WORKS, INC.**, whose address is 39 Merrimack Street, Lawrence, MA 01843 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 perform **BOILERMAKER SERVICES FOR SCHEDULED OUTAGES AND EMERGENCY OUTAGES AT THE CITY'S WASTE TO ENERGY FACILITY (WTE)**; 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 original Contract, dated June 5, 2017, 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 Amendment shall become effective upon signature of the Parties.

**3. COMPENSATION.**

The City shall pay an additional amount not to exceed **FOUR HUNDRED FORTY THOUSAND AND 00/100 (\$440,000.00)**, for everything furnished and done under this Contract Amendment.

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.

**HELFRICH BROTHERS BOILER WORKS, 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

**Agenda Sheet for City Council Meeting of:**

10/22/2018

|                       |               |
|-----------------------|---------------|
| <u>Date Rec'd</u>     | 10/3/2018     |
| <u>Clerk's File #</u> | OPR 2015-0095 |
| <u>Renews #</u>       |               |

|                    |   |               |             |
|--------------------|---|---------------|-------------|
| Submitting Dept    | SOLID WASTE DISPOSAL  | Cross Ref #   |             |
| Contact Name/Phone | DAVID PAINE 625-6878  | Project #     |             |
| Contact E-Mail     | DPAINE@SPOKANECITY.ORG  | Bid #         | RFP 4062-14 |
| Agenda Item Type   | Contract Item   | Requisition # | CR 19751    |
| Agenda Item Name   | 4490 AMENDMENT TO CONTRACT FOR BOILER BLAST SERVICES AT THE WTE |               |             |

Agenda Wording

Amendment with cost to contract with Online Cleaning Services for boiler blast cleaning services at the WTE. Initial contract amount for 2018 of \$215,000.00 needs increased by \$30,000.00 to cover additional work.

Summary (Background)

Prior to maintenance outages, blasting with explosives is done in the boilers. Online Cleaning Services was awarded the contract for these services in March of 2015 for one year, with the option of 4 additional one-year renewals. As a result of unplanned turbine and boiler outages in the month of August, additional costs associated with boiler cleaning were incurred. In order to complete the Fall Outage cleaning in 2018, and additional \$30,000.00 is needed for an annual total of \$240,000.00

|                      |                   |                       |
|----------------------|-------------------|-----------------------|
| <u>Fiscal Impact</u> | Grant related? NO | <u>Budget Account</u> |
|                      | Public Works? YES |                       |

|         |                |                                |
|---------|----------------|--------------------------------|
| Expense | \$ \$30,000.00 | # 4490-44100-37148-54803-34002 |
|---------|----------------|--------------------------------|

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

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

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

Approvals

|                  |                |
|------------------|----------------|
| <u>Dept Head</u> | CONKLIN, CHUCK |
|------------------|----------------|

|                          |                   |
|--------------------------|-------------------|
| <u>Division Director</u> | SIMMONS, SCOTT M. |
|--------------------------|-------------------|

|                |                     |
|----------------|---------------------|
| <u>Finance</u> | ALBIN-MOORE, ANGELA |
|----------------|---------------------|

|              |            |
|--------------|------------|
| <u>Legal</u> | ODLE, MARI |
|--------------|------------|

|                      |                  |
|----------------------|------------------|
| <u>For the Mayor</u> | SANDERS, THERESA |
|----------------------|------------------|

|                      |                         |
|----------------------|-------------------------|
| Additional Approvals | tprince@spokanecity.org |
|----------------------|-------------------------|

|                   |              |                           |
|-------------------|--------------|---------------------------|
| <u>Purchasing</u> | PRINCE, THEA | rrinderle@spokanecity.org |
|-------------------|--------------|---------------------------|

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Council Notifications

|                      |            |
|----------------------|------------|
| <u>Study Session</u> | UE 10/8/18 |
|----------------------|------------|

OtherDistribution List

|                         |
|-------------------------|
| mdorgan@spokanecity.org |
|-------------------------|

|                           |
|---------------------------|
| jsalstrom@spokanecity.org |
|---------------------------|

|                         |
|-------------------------|
| tprince@spokanecity.org |
|-------------------------|

|                           |
|---------------------------|
| rrinderle@spokanecity.org |
|---------------------------|

## Briefing Paper

### Urban Experience

|   |   |
|---|---|
| <b>Division &amp; Department:</b>   | Public Works Division; Solid Waste Disposal   |
| <b>Subject:</b>   | Amendment with Cost to Contract for Boiler Blasting Services  |
| <b>Date:</b>  | October 8, 2018   |
| <b>Contact (email &amp; phone):</b>   | David Paine, <a href="mailto:dpaine@spokanecity.org">dpaine@spokanecity.org</a> , 625-6878  |
| <b>City Council Sponsor:</b>  |   |
| <b>Executive Sponsor:</b>   |   |
| <b>Committee(s) Impacted:</b>   | Urban Experience/Public Infrastructure, Environment and Sustainability 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>  | Sustainable Resources-Sustainable Practices; Innovative Infrastructure-Affordable Services  |
| <b>Deadline:</b>  |   |
| <b>Outcome:</b> (deliverables, delivery duties, milestones to meet)   | Council approval of additional funds for Boiler Blasting Services; without which the WTE facility would not be able to continue uninterrupted operations. |
| <b>Background/History:</b><br><p>Prior to maintenance outages, blasting with explosives is done in the boilers to facilitate more efficient cleaning and repairs. Online Cleaning Services of Marysville, CA was awarded the contract for these services at the WTE Facility in March of 2015 for one year, with the option of four (4) additional one-year renewals.</p> <p>The typical annual cost for these services is \$215,000.00, which is the amount of the renewal for 2018. As a result of the unplanned Turbine Outage and Boiler Outages in the month of August we incurred additional costs associated with boiler cleaning. An additional \$30,000.00 will need added to the contract in order to fulfil the needs of the boiler outage planned in November 2018.</p> |   |
| <b>Executive Summary:</b> <ul style="list-style-type: none"> <li>Blasting of the boilers with explosives is done during outages to facilitate more efficient cleaning and repairs.</li> <li>These services were awarded to Online Cleaning Services in 2015, and are currently on the third of four possible renewals to the contract.</li> <li>The 2018 contract renewal amount of \$215,000.00 was not sufficient because of unplanned outages that resulted in unanticipated blasting requirements.</li> <li>An increase in funds of \$30,000.00 to the contract needed for Online Cleaning Services for a total spend of \$245,000.00 for these services in 2018.</li> </ul>  |   |
| <b>Budget Impact:</b><br>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A<br>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A<br>If new, specify funding source:<br>Other budget impacts: (revenue generating, match requirements, etc.)   |   |
| <b>Operations Impact:</b><br>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?

☐

Yes

☒

No

☐

N/A

Specify changes required:

Known challenges/barriers:





**City of Spokane**

**CONTRACT AMENDMENT**

**Title: BOILER BLAST CLEANING SERVICES**

This Contract Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **ONLINE CLEANING SERVICES**, whose address is 2689 Highway 20, Marysville, California 95901, 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 Boiler Blast Cleaning Services for the City's Waste to Energy Facility; 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 original Contract, dated March 30, 2015, 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 upon signature of the Parties.

**3. COMPENSATION.**

The City shall pay an additional amount not to exceed **THIRTY THOUSAND AND NO/100 DOLLARS (\$30,000.00)** for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this

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

**ONLINE CLEANING 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

18-172

**Agenda Sheet for City Council Meeting of:**

10/22/2018

|                       |               |
|-----------------------|---------------|
| <u>Date Rec'd</u>     | 10/2/2018     |
| <u>Clerk's File #</u> | OPR 2015-0098 |
| <u>Renews #</u>       |               |

|                    |  |               |              |
|--------------------|--|---------------|--------------|
| Submitting Dept    | SOLID WASTE DISPOSAL   | Cross Ref #   |              |
| Contact Name/Phone | DAVID PAINE 625-6878   | Project #     |              |
| Contact E-Mail     | DPAINE@SPOKANECITY.ORG   | Bid #         | RFP #4091-14 |
| Agenda Item Type   | Contract Item  | Requisition # | CR 19749     |
| Agenda Item Name   | 4490 AMENDMENT OF CONTRACT FOR ON-SITE VALVE REPAIR AT THE WTE |               |              |

Agenda Wording

Amendment with cost to the contract with Bay Valve Service, LLC, for on-site valve repair services at the WTE. Current contract valid through December 31, 2018 for \$100,000.00. An additional \$140,000.00 needed for a total of \$240,000.00.

Summary (Background)

The WTE Facility has many valves which are critical to the operation of the plant. In December of 2014, Bay Valve Services, LLC. was awarded the contract for these valve repairs. As a result of our inspection programs, many additional valve repairs were identified that will need done while the plant is completely off-line during the Fall Outage. In order to accomplish this additional work, an additional amount of \$140,000.00 will be needed, for a total contract amount of \$240,000.00.

|                      |                   |                       |
|----------------------|-------------------|-----------------------|
| <u>Fiscal Impact</u> | Grant related? NO | <u>Budget Account</u> |
|                      | Public Works? YES |                       |

|                          |                     |                                   |
|--------------------------|---------------------|-----------------------------------|
| Expense                  | \$ \$140,000.00     | # 4490-44100-37148-54803-54002    |
| Select                   | \$                  | #                                 |
| Select                   | \$                  | #                                 |
| Select                   | \$                  | #                                 |
| <u>Approvals</u>         |                     | <u>Council Notifications</u>      |
| <u>Dept Head</u>         | CONKLIN, CHUCK      | <u>Study Session</u> UE 10/8/2018 |
| <u>Division Director</u> | SIMMONS, SCOTT M.   | <u>Other</u>                      |
| <u>Finance</u>           | ALBIN-MOORE, ANGELA | Distribution List                 |
| <u>Legal</u>             | ODLE, MARI          | mdorgan@spokanecity.org           |
| <u>For the Mayor</u>     | SANDERS, THERESA    | jsalstrom@spokanecity.org         |
| Additional Approvals     |                     | tprince@spokanecity.org           |
| <u>Purchasing</u>        | PRINCE, THEA        | rrinderle@spokanecity.org         |
|                          |                     |                                   |
|                          |                     |                                   |
|                          |                     |                                   |

## Briefing Paper

### Urban Experience

|   |  |
|---|--|
| <b>Division &amp; Department:</b>   | Public Works Division; Solid Waste Disposal  |
| <b>Subject:</b>   | Amendment with Cost to Contract for On-Site Valve Repairs at the WTE.  |
| <b>Date:</b>  | October 8, 2018  |
| <b>Contact (email &amp; phone):</b>   | David Paine, <a href="mailto:dpaine@spokanecity.org">dpaine@spokanecity.org</a> , 625-6878   |
| <b>City Council Sponsor:</b>  |  |
| <b>Executive Sponsor:</b>   |  |
| <b>Committee(s) Impacted:</b>   | Urban Experience/Public Infrastructure, Environment and Sustainability 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>  | Sustainable Resources-Sustainable Practices; Innovative Infrastructure-Affordable Services   |
| <b>Deadline:</b>  |  |
| <b>Outcome:</b> (deliverables, delivery duties, milestones to meet)   | Council approval of additional funds for on-site valve repairs; without which the WTE facility would not be able to continue uninterrupted operations. |
| <b>Background/History:</b><br><p>The Waste to Energy Facility has many types of valves which are critical to the operation of the plant. On-site maintenance is required for safe and efficient operation. Any number of valve failures could result in a plant shutdown. In December of 2014, these valve repair services were awarded to Bay Valve Services, LLC. The original contract was for 1 year and allowed for four (4) additional one-year extensions.</p> <p>An additional \$140,000.00 is needed in 2018 to complete work on several valves in the facility. As a result of our inspection programs we identified additional valve repairs that are necessary to safely and efficiently maintain and operate our boilers. There are 8 Priority # 2 Valves on our valve repair list, not previously identified, that can only be repaired during a Cold Iron. We have a Cold Iron scheduled for November 2018. This is the reason for the additional funding requested. The requested funds will be available due to deferment and/or a re-evaluation of other projects and will not result in a request for additional budget dollars.</p> |  |
| <b>Executive Summary:</b> <ul style="list-style-type: none"> <li>Increase in funds of \$140,000.00 to the contract with Bay Valve Services, LLC. For on-site valve repairs.</li> <li>The initial contract amount of \$100,000.00 was insufficient to cover the large number of critical valves that required repairs in 2018.</li> <li>Total contract amount of \$240,000.00.</li> <li>Failure to repair these valves will equate to a loss of efficiency, electrical production and greater damage to the valves themselves; costing more to repair down the road.</li> </ul>  |  |
| <b>Budget Impact:</b><br>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A<br>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A<br>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:



**City of Spokane**

**CONTRACT AMENDMENT**

Title: **ON-SITE VALVE REPAIR SERVICES**

This Contract Amendment including additional compensation is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, **BAY VALVE SERVICE, LLC.**, whose address is 213 Douglas Street, Longview, Washington 98632, 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 for the City On-Site Valve Repair Services; 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 25, 2015, 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 upon signature of the Parties.

**3. COMPENSATION.**

The City shall pay an additional amount not to exceed **ONE HUNDRED FORTY THOUSAND AND NO/100 DOLLARS (\$140,000.00)**, for everything furnished and done under this Contract Amendment.

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.

**BAY VALVE SERVICE, LLC.**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

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

18-173

**Agenda Sheet for City Council Meeting of:**

10/22/2018

|                       |               |
|-----------------------|---------------|
| <u>Date Rec'd</u>     | 10/4/2018     |
| <u>Clerk's File #</u> | OPR 2015-0022 |
| <u>Renews #</u>       |               |
| <u>Cross Ref #</u>    |               |
| <u>Project #</u>      |               |
| <u>Bid #</u>          | RFP 4071-14   |
| <u>Requisition #</u>  | REVENUE       |

|                           |   |
|---------------------------|---|
| <u>Submitting Dept</u>    | SOLID WASTE DISPOSAL  |
| <u>Contact Name/Phone</u> | DAVID PAINE 625-6878  |
| <u>Contact E-Mail</u>     | DPAINE@SPOKANECITY.ORG                                      |
| <u>Agenda Item Type</u>   | Contract Item   |
| <u>Agenda Item Name</u>   | 4490 EXTENSION OF CONTRACT FOR RECYCLING OF METALS FROM WTE |

**Agenda Wording**

Contract extension with American Recycling Corporation for recycling of metals collected from the WTE Facility's ash, and scrap metals from the tipping floor from January 1, 2019 through December 31, 2019 with an anticipated revenue of \$800,000.00.

**Summary (Background)**

Metals are removed from the ash prior to disposal to reduce the disposal costs, increase recycling, and generate revenue. In addition, large metal items are removed from the waste on the tipping floor for recycling prior to incineration. The City entered into a contract with American Recycling Corporation in response to RFP 4071-14 for one year, with four additional one year extensions allowed. This is the last of those extensions.

|                             |                              |                                    |
|-----------------------------|------------------------------|------------------------------------|
| <u>Fiscal Impact</u>        | Grant related? NO            | <u>Budget Account</u>              |
|                             | Public Works? NO             |                                    |
| Revenue                     | \$ 800,000.00                | # 4490-44110-37079-36911           |
| Select                      | \$                           | #                                  |
| Select                      | \$                           | #                                  |
| Select                      | \$                           | #                                  |
| <u>Approvals</u>            | <u>Council Notifications</u> |                                    |
| <u>Dept Head</u>            | CONKLIN, CHUCK               | <u>Study Session</u> SR 10/15/2018 |
| <u>Division Director</u>    | SIMMONS, SCOTT M.            | <u>Other</u>                       |
| <u>Finance</u>              | ALBIN-MOORE, ANGELA          | <u>Distribution List</u>           |
| <u>Legal</u>                | ODLE, MARI                   | mdorgan@spokanecity.org            |
| <u>For the Mayor</u>        | SANDERS, THERESA             | jsalstrom@spokanecity.org          |
| <u>Additional Approvals</u> |                              | tprince@spokanecity.org            |
| <u>Purchasing</u>           | PRINCE, THEA                 | rrinderle@spokanecity.org          |
|                             |                              | gdart@arecycling.com               |
|                             |                              |                                    |
|                             |                              |                                    |



## Briefing Paper

### Sustainable Resources Committee

|   |   |
|---|---|
| <b>Division &amp; Department:</b>   | Public Works Division; Solid Waste Disposal   |
| <b>Subject:</b>   | Extension of Contract For Metals Recycling at the WTE Facility  |
| <b>Date:</b>  | October 15, 2018  |
| <b>Contact (email &amp; phone):</b>   | David Paine, <a href="mailto:dpaine@spokanecity.org">dpaine@spokanecity.org</a> , 625-6878  |
| <b>City Council Sponsor:</b>  |   |
| <b>Executive Sponsor:</b>   |   |
| <b>Committee(s) Impacted:</b>   | Sustainable Resources/Public Infrastructure, Environment and Sustainability 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>  | Sustainable Resources - Sustainable Practices - Recycling Metal   |
| <b>Deadline:</b>  |   |
| <b>Outcome:</b> (deliverables, delivery duties, milestones to meet)   | Council approval to continue sending metals ash and scrap metals to American Recycling, thereby allowing this material to be utilized for recycling instead of disposing of it in a landfill. |
| <b>Background/History:</b><br>Metals are removed from ash at the Waste to Energy Facility, prior to disposing of it at the landfill for recycling. Also, large metal items are removed from the waste on the tipping floor for recycling prior to incineration. This not only reduces disposal costs, but also generates revenue and increases recycling rates within the city.<br><br>In 2015, American Recycling Corporation was awarded the contract in response to RFP 4071-14 for these recycling services. The RFP stipulated that the term of the agreement would be for one year and may be extended for four (4) additional one-year periods. This will be the last of those extensions. |   |
| <b>Executive Summary:</b> <ul style="list-style-type: none"> <li>Contract Extension #4 of 4 with American Recycling Corporation for the recycling of metals ash and scrap metals from the tipping floor.</li> <li>Projected annual revenue, based on current market pricing, of approximately \$800,000.00.</li> <li>Contract term from January 1, 2019 through December 31, 2019.</li> </ul>   |   |
| <b>Budget Impact:</b><br>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A<br>Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A<br>If new, specify funding source:<br>Other budget impacts: (revenue generating, match requirements, etc.)   |   |
| <b>Operations Impact:</b><br>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A<br>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A<br>Specify changes required:<br>Known challenges/barriers:   |   |



**City of Spokane**

**CONTRACT EXTENSION 4 OF 4  
WITH COST**

**Title: RECYCLING OF POST COMBUSTIBLE  
RECOVERED METALS, RECOVERED METALS  
FROM THE TIPPING FLOOR AND RECOVERED  
METALS FROM THE RECYCLING AREA OF  
THE CITY'S WASTE TO ENERGY (WTE) FACILITY**

This Contract Extension is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, **AMERICAN RECYCLING CORPORATION**, whose address is 6203 East Mission Avenue, Spokane Valley, Washington 99212, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein the City has agreed to provide the Company with Post Combustible Recovered Metals, Recovered Metals from the Tipping Floor and Recovered Metals from the Recycling Area of the City's Waste to Energy Facility ("WTE"), which Includes the Company's Process, Transport and Purchase of WTE Ferrous Metals; and*

*WHEREAS, the RFP provided for 4 additional one-year extensions, with this being the 4th of those extensions; and*

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

**1. CONTRACT DOCUMENTS.**

The Contract, dated March 4, 2015, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Extension shall become effective on January 1, 2019.

**3. EXTENSION.**

The contract documents are hereby extended and shall run through December 31, 2019.

**4. COMPENSATION.**

The Company will pay the City for all recyclable metals picked up at the WTE and delivered to the Company's yard. COMPENSATION WILL BE PAID ACCORDING TO SCALE TICKET NET WEIGHTS WITH THE FERROUS MATERIALS PAID IN NET TONS AND THE NON-FERROUS MATERIALS PAID IN POUNDS. The City estimates annual revenue from the Company of **EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS (\$800,000.00)**. There will be no costs to the City for Company's performance of the services related to this Contract Extension. The Company

shall pay for all its employees and all costs incurred in the performance of this Contract Extension. The Company will pay the City for all recyclable metals picked up at the WTE 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.

**AMERICAN RECYCLING 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

**Agenda Sheet for City Council Meeting of:**

10/22/2018

|                       |               |
|-----------------------|---------------|
| <u>Date Rec'd</u>     | 10/4/2018     |
| <u>Clerk's File #</u> | OPR 2015-0528 |
| <u>Renews #</u>       |               |
| <u>Cross Ref #</u>    |               |
| <u>Project #</u>      |               |
| <u>Bid #</u>          | WTE-11        |
| <u>Requisition #</u>  | 2019 FUNDS    |

|                           |   |
|---------------------------|---|
| <u>Submitting Dept</u>    | SOLID WASTE DISPOSAL  |
| <u>Contact Name/Phone</u> | DAVID PAINE 625-6878  |
| <u>Contact E-Mail</u>     | DPAINE@SPOKANECITY.ORG  |
| <u>Agenda Item Type</u>   | Contract Item   |
| <u>Agenda Item Name</u>   | 4490 EXTENSION OF CONTRACT FOR OFF-SITE MOTOR RECONDITIONING AT THE WTE |

**Agenda Wording**

Extension with cost of contract with Eastside Electric Motors, LLC, to recondition Motors Off-site for the Waste to Energy Facility. The annual cost is \$38,500.00 and will run from January 1, 2019 through December 31, 2019.

**Summary (Background)**

The WTE Facility uses various motors throughout the plant. Reconditioning of these motors extends the life and allows them to be fully utilized. Reconditioning also allows the WTE to continue uninterrupted operations at a lower cost than replacing the motors. IRFB WTE-11 was issued for these services and Eastside Electric Motors, LLC., was awarded a one year contract with the possibility for four (4) one-year extensions. This is the last of those extensions.

|                             |                              |                                  |
|-----------------------------|------------------------------|----------------------------------|
| <u>Fiscal Impact</u>        | Grant related? NO            | <u>Budget Account</u>            |
|                             | Public Works? YES            |                                  |
| Expense \$ 38,500.00        |                              | # 4490-44100-37148-54803-34002   |
| Select \$                   |                              | #                                |
| Select \$                   |                              | #                                |
| Select \$                   |                              | #                                |
| <u>Approvals</u>            | <u>Council Notifications</u> |                                  |
| <u>Dept Head</u>            | CONKLIN, CHUCK               | <u>Study Session</u> SR 10/15/18 |
| <u>Division Director</u>    | SIMMONS, SCOTT M.            | <u>Other</u>                     |
| <u>Finance</u>              | ALBIN-MOORE, ANGELA          | <u>Distribution List</u>         |
| <u>Legal</u>                | ODLE, MARI                   | mdorgan@spokanecity.org          |
| <u>For the Mayor</u>        | SANDERS, THERESA             | jsalstrom@spokanecity.org        |
| <u>Additional Approvals</u> |                              | tprince@spokanecity.org          |
| <u>Purchasing</u>           | PRINCE, THEA                 |                                  |
|                             |                              |                                  |
|                             |                              |                                  |
|                             |                              |                                  |

## Briefing Paper

### Sustainable Resources Committee

|  |   |
|--|---|
| <b>Division &amp; Department:</b>  | Public Works Division; Solid Waste Disposal   |
| <b>Subject:</b>  | Renewal of Contract for Off-Side Motor Reconditioning at the WTE  |
| <b>Date:</b>   | October 15, 2018  |
| <b>Contact (email &amp; phone):</b>  | David Paine, <a href="mailto:dpaine@spokanecity.org">dpaine@spokanecity.org</a> , 625-6878                                    |
| <b>City Council Sponsor:</b>   |   |
| <b>Executive Sponsor:</b>  |   |
| <b>Committee(s) Impacted:</b>  | Sustainable Resources/Public Infrastructure, Environment and Sustainability 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>   | Innovative Infrastructure-Sustainability of the WTEF Operation  |
| <b>Deadline:</b>   |   |
| <b>Outcome:</b> (deliverables, delivery duties, milestones to meet)  | Council approval for the contract renewal with Eastside Electric Motors to keep operations running continuously.              |

Background/History:

The WTE Facility uses various motors throughout the plant. Reconditioning of these motors extends the life and allows them to be fully utilized. An Informal Request for Bids, WTE-11, was issued for these services in 2015. The Contract was awarded to Eastside Electric Motors for one year, with the possibility of four (4), one-year extensions. This is the last of those extensions.

The annual cost for these services is estimated at \$38,500.00 including taxes and the extension will run from January 1, 2019 through December 31, 2019.

Executive Summary:

- Extension #4 of 4 for off-site motor reconditioning with Eastside Electric Motors.
- Annual estimated cost of \$38,500.00.
- The term of the contract will be January 1, 2019 through December 31, 2019.
- Reconditioning of the motors extends their life and allows the WTE to continue uninterrupted operations at a lower cost than replacing the motors.

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:



**City of Spokane**

**CONTRACT EXTENSION 4 of 4  
WITH COST**

Title: **RECONDITION MOTORS OFF-SITE**

This Contract Extension including additional compensation is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **EASTSIDE ELECTRIC MOTORS, LLC.**, whose address is 3712 North Flora Road, Spokane Valley, Washington 99216 as ("**Contractor**"), hereafter individually as "party", and together referenced as the "parties".

*WHEREAS, the parties entered into a Contract wherein the **Contractor** agreed to provide for the City Recondition Motors Off-Site for the Waste to Energy Facility, in accordance with the Contractor's quote; and*

*WHEREAS, the initial Contract provided for four additional one-year extensions, with this being the 4th of those extensions.*

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

**1. CONTRACT DOCUMENTS.**

The Contract, dated May 25, 2015, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Extension shall become effective on January 1, 2019.

**3. EXTENSION.**

The contract documents are hereby extended and shall run through December 31, 2019.

**4. COMPENSATION.**

The City shall pay an additional amount not to exceed **THIRTY EIGHT THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$38,500.00)** 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.

**EASTSIDE ELECTRIC MOTORS, 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

**From:** Jon Holm [mailto:jon123.eastside@gmail.com]

**Sent:** Thursday, August 16, 2018 7:56 AM

**To:** Rinderle, Rick <rrinderle@spokanecity.org>

**Subject:** Re: Fourth Option Year Pricing Kindly Sought OPR 2015-0528, City Of Spokane, Solid WasteDisposal

Good morning Rick,

Yes the pricing in the e mail is the same as the original quote from Eastside Electric Motors and will remain in force for the "Fourth Option Year, that would span from 1/1/2019 thru 12/31/2019". The only change will be the updating of the sales tax rate to the current level of 8.8%.

If you have any further questions please feel free to contact us.

Thank you,

Jon Holm





*City of Spokane Waste to Energy Facility*  
S. 2000 Geiger Blvd.  
Spokane, WA 99224

1-27-14

Attn: Rick Rinderle  
Phone: 509-625-6627  
E mail: [rinderle@spokanecity.org](mailto:rinderle@spokanecity.org)

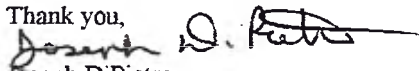
Re: Informal Request for Proposal Letter of Submittal

Eastside Electric Motors, LLC  
3712 N. Flora Rd.  
Spokane Valley, WA 99216  
Phone: 509-92-2112  
Fax: 509-928-7984  
E Mail: [delectricm@aol.com](mailto:delectricm@aol.com)

Eastside Electric Motors is a Limited Liability Corporation doing business in the state of Washington, Spokane County and the city of Spokane Valley.  
General Manager: Joseph DiPietro

This letter of submittal is to insure that Eastside Electric Motors, LLC will comply with all terms and conditions set forth in the City of Spokane Waste To Energy Facility Informal Request For Proposals.

Thank you,

  
Joseph DiPietro

**Aric Ernst**

Customer Service  
Ph 509-922-2112  
Fax 509-928-7984  
Cell 509-979-7760

**Jon Holm**

Customer/QA Mgr.  
509-922-2112  
509-928-7984  
Cell 509-570-8672

**Gary Crosby**

Sales Representative  
509-922-2112  
509-928-7984  
509-998-6471



*City of Spokane Waste to Energy Facility*  
S. 2000 Geiger Blvd.  
Spokane, WA 99224

1-27-14

Attn: Rick Rinderle  
Phone: 509-625-6627  
E mail: [rrinderle@spokanecity.org](mailto:rrinderle@spokanecity.org)

Re: Informal Request for Proposal Technical and Management Proposal.

Project approach: All work to be accomplished per Customer requirements first and then per Eastside Electric Motors EQ and Process manuals.

Work Plan: Typical work scope for recondition of electric motors:

- Pick up at customer site and bring to the Spokane Valley Service Center.
- Initiate a unique shop job number and record all nameplate data, assembly information along with ancillary equipment that came in with the motor. Record any missing items i.e. J box cover etc.
- Perform incoming electrical testing in the form of an incoming AWA (Advanced Winding Analyzer) test which consists of:
  1. Resistance readings per phase and per coil corrected to 40 Deg. C.
  2. Megger test to ground and again corrected to 40 Deg. C.
  3. PI test (Polarization Index Ratio) to determine the overall condition of the insulation system by identifying the amount of free electrons in the system that can come from dirt moisture and carbonization caused by the winding being old. This test applies the megger voltage for a period of ten minutes and records the megger reading every minute. At the end of the ten minute test it divides the ten minute megger reading by the one minute megger reading and the ratio determines the quality of the winding. A ratio of 2.5 or more is good with readings below 2.5 range from substandard to poor depending on how low the ratio actually is.
  4. Step voltage test to determine the insulation quality by testing at a higher stress level than the megger or Polarization test.
  5. Pulse to Pulse Surge Test which is looking for areas in the winding that may be weak but not damaged enough to cause a direct short.
  6. The line to line surge test is not performed because the motor is assembled and the rotor will influence the results.
- If AWA test is acceptable the motor is given a run test at no load with the following data recorded:
  1. No load voltage.
  2. No load current.
  3. Record vibration readings in the horizontal and vertical positions both ends and axial readings on the drive end of the motor.
- Disassemble and inspect all parts during the disassembly process. Note any inconsistencies on the incoming inspection report.
- Measure and record all machine surfaces to include Shaft TIR record all results on the incoming inspection job papers.
- Clean and dry all parts stator and rotor.
- Repeat the AWA test after clean and dry but to include the Line to Line surge test as well to determine if there are any shorts in the winding.
- If AWA test results are good. Work up the required work scope and quote all electrical and mechanical work that is required.

## Eastside Electric

ELECTRICAL APPARATUS REPAIR

- Dip and bake the stator and/or rotor as required.
- Perform all mechanical work required i.e. turn and polish rings repair bearing fits output shaft or seal areas as required.
- Dynamically balance the rotating element and all ancillary equipment mounted on the rotating element. Balance the base rotor only first and add ancillary equipment one piece at a time and balance that piece only. Do this in steps until all ancillary equipment has been balanced.
- Prepare and paint all parts stator and rotor for assembly.
- Install bearings as required.
- Assemble motor, adjust brush holders as needed and install and seat brushes as needed.
- Perform no load testing and record results on final test and inspection form.
- Fill out final inspection tag and attach hard copy to the motor.
- Paint and prepare for shipping.
- Perform final AWA test to be used for baseline for any future testing requirement that may arise on the customer premises.
- Deliver back to the customer.

NOTE: Any additional work found at the time of initial inspection will be quoted at that time and prior to the work being performed. This would include any machine work or a rewind for example.

### Project Management:

#### Team structure:

General Manager -- Joseph DiPietro (responsible for General Management, Contracts and invoicing)

Customer/QA Manager -- Jon Holm (responsibility for quoting work and additional work required as well as supporting the shop manager as needed)

Shop Manager -- Aric Ernst (primary responsibility for coordinating all departments and final authority for all work required as well as scheduling pickups and deliveries)

Electrical Group lead -- Tim Massie (responsibility for all required electrical work)

Mechanical Group lead -- Jeff Gossett (responsibility for all mechanical work)

Machine shop Group lead -- Jeff Dutton (responsibility for all machine work)

#### Staff Qualifications:

Joseph DiPietro -- 20 years of management experience with 12 years or experience at Eastside Electric motors.

Jon Holm -- 49 years of experience with primary experience in winding and management, with 6 years of experience with Eastside Electric Motors.

Aric Ernst -- 8 years of management experience with 2 years of experience at Eastside Electric Motors.

Tim Massie -- 33 years of winding and group lead experience with 11 years at Eastside Electric Motors.

Jeff Gossett -- 37 years of mechanical and group lead experience with 12 years at Eastside Electric Motors.

Jeff Dutton -- 29 years of machine shop and group lead experience with 12 years at Eastside Electric Motors.

James Romine -- 25 years of mechanical work experience with 10.5 years at Eastside Electric Motors.

Jim Walker -- 39 years of machine work experience with 12 years at Eastside Electric Motors.



Sergey Kravtsov – 17 years of rewind experience with 2.5 years with Eastside Electric Motors.

**Experience:**

Eastside Electric Motors was purchased by Delta Electric Motors in June of 2001. Delta Electric Motors has been in business since 1976 and does business in Auburn Washington. When purchased they were able to keep the original employees that were with Grand Eagle at the time which resulted in a well experience base for building the business. As a result all parties involved in the apparatus repair have significant long term experience. An additional advantage is being able to tap the Delta Electric Labor Pool for assistance when the workload in Spokane is such that it becomes necessary to transfer employees or work to meet customer requirements.

**References:**

**Stimson Lumber** – Robert Bunn – Director of Purchasing / Projects  
520 SW Yamhill Suite 700  
Portland, OR 97204  
Phone: 503-306-4659  
Fax: 503-200-1219

Contract for motor repair for 8 years with automatic renewal annually. We have handled all electrical and mechanical on standard and rush turnaround. We have an established weekly run to all their mills in this area.

**Idaho Forest Group** – Denise Metz – purchasing, Jeremy Fromm – Maintenance.  
807 Mill Rd.  
Lewiston, ID 83501  
Phone: Denise 208- 848-2306, Jeremy 208- 848-2316

Electrical and mechanical repair for 2 years. We have weekly run to Lewiston and pick up and deliver on the scheduled run. Have worked on the Kiln motors and Hughes Saw Motors as well as routine motors from other areas of the Mill.

**Boise Building Solutions** – Erin Zyskowski – purchasing  
601 W. 3<sup>rd</sup> Ave.  
Kettle Falls, WA 99141  
Phone: 509-738-3240  
Fax: 208-333-1625

**Boise Building Solutions** – Jennifer Nussbaum – purchasing  
1274 Boise Rd.  
Kettle Falls, WA 99141  
Phone: 509-738-3232

Have been handling electrical and mechanical repair at both facilities for 12 years. We have an established truck run weekly to both facilities. We are now handling repair at their Arden Washington facility as well and this is handled through Erin as well.

# Eastside Electric

ELECTRICAL APPARATUS REPAIR

Thank you,

*Joseph D. Pietro*  
Joseph DiPietro

*Aric Ernst*

*Customer Service*

*Ph 509-922-2112*

*Fax 509-928-7984*

*Cell 509-979-7760*

*Jon Holm*

*Customer/QA Mgr.*

*509-922-2112*

*509-928-7984*

*Cell 509-570-8672*

*Gary Crosby*

*Sales Representative*

*509-922-2112*

*509-928-7984*

*509-998-6471*

# QUOTE

TO: CITY OF SPOKANE, WASHINGTON

PROJECT NAME: **Reconditioning of Motors Off-Site**

The undersigned firm has examined the site, read and understands the specifications for the above project and proposes to do the described work at the following price:

Vendor hereby proposes the following. All freight shall be the responsibility of the winning Vendor.\*

November 17, 2014 – Dec 31, 2015:

| QTY                     | DESCRIPTION  | Percentage Discount |
|-------------------------|--|---------------------|
|                         | Percentage Discount Off List To Be Provided By Vendor For Additional Motors "Not Listed Below" but may be realized are needed at a later point in time | 15 %                |
|                         |  |                     |
| QTY                     | DESCRIPTION  |                     |
| 1<br>More<br>Or<br>Less | Manufacturer: Baldor   |                     |
|                         | Mounting: Vertical   |                     |
|                         | INS: CL:B  |                     |
|                         | Frame: 56CZY   |                     |
|                         | ENCL: TENV   |                     |
|                         | Volts: 460   |                     |
|                         | Amps: 8  |                     |
|                         | Hertz: 60  |                     |
|                         | Phase: 3   |                     |
|                         | RPM: 1200  |                     |
|                         | Horsepower 33  |                     |
|                         | SER FACTOR: 1.00   |                     |
|                         | CAT NO: 1189   |                     |
|                         | SPEC #: 35K649Y325   |                     |
|                         | TEMP RISE: 40  |                     |
|                         | DESIGN: B  |                     |
|                         |  |                     |
|                         | Base Cost for Initial Inspection   | 80 <sup>00</sup>    |
|                         | Cost per labor hour  | 80 <sup>00</sup>    |
|                         | Percentage (%) markup for parts and materials  | 15 %                |
|                         | WA STATE SALES TAX (%8.7)  |                     |



|                         |   |  |                                   |
|-------------------------|---|--|-----------------------------------|
|                         | * Prices quoted are to be freight included or appropriate freight amount is to be listed. |  | Incoming Parts<br>Freight at cost |
|                         | Average Turn Around Time  |  | 3 DAYS                            |
|                         |   |  |                                   |
| QTY                     | DESCRIPTION   |  |                                   |
| 1<br>More<br>Or<br>Less | Manufacturer: General Kinematics  |  |                                   |
|                         | Model: BZ08375  |  |                                   |
|                         | Serial Number: 10-04-26-15 (Or Different)   |  |                                   |
|                         | Type: CJ156   |  |                                   |
|                         | Mounting: Horizontal  |  |                                   |
|                         | INS CL: F   |  |                                   |
|                         | Frame: 326YZ  |  |                                   |
|                         | ENCL: TENV  |  |                                   |
|                         | Volts: 460  |  |                                   |
|                         | Amps: 27.5  |  |                                   |
|                         | Hertz: 60   |  |                                   |
|                         | Phase: 3  |  |                                   |
|                         | RPM: 720  |  |                                   |
|                         | Horsepower 15   |  |                                   |
|                         | SER FACTOR: 1.00  |  |                                   |
|                         | CAT NO: 8-961924-40   |  |                                   |
|                         | TEMP RISE: 40   |  |                                   |
|                         | DESIGN: B   |  |                                   |
|                         | Base Cost for Initial Inspection  |  | 80 <sup>00</sup>                  |
|                         | Cost per labor hour   |  | 80 <sup>00</sup>                  |
|                         | Percentage (%) markup for parts and materials   |  | 15%                               |
|                         | WA STATE SALES TAX (%8.7)   |  |                                   |
|                         | * Prices quoted are to be freight included or appropriate freight amount is to be listed. |  | Incoming Parts<br>Freight @t cost |
|                         | Average Turn Around Time  |  | 3 DAYS                            |
|                         |   |  |                                   |
| QTY                     | DESCRIPTION   |  |                                   |
| 1<br>More<br>Or<br>Less | Manufacturer: KoneCranes  |  |                                   |
|                         | Model: M118LA10201  |  |                                   |
|                         | Mounting: Horizontal  |  |                                   |
|                         | INS CL:F  |  |                                   |
|                         | ENCL: TEFC  |  |                                   |
|                         | Volts: 440  |  |                                   |
|                         | Amps: 54  |  |                                   |
|                         | Hertz: 60   |  |                                   |
| Phase: 3                |   |  |                                   |

|                         |   |                                   |
|-------------------------|---|-----------------------------------|
|                         | RPM: 1800   |                                   |
|                         | Horsepower 30KW   |                                   |
|                         |   |                                   |
|                         | Base Cost for Initial Inspection  | 80 <sup>00</sup>                  |
|                         | Cost per labor hour   | 80 <sup>00</sup>                  |
|                         | Percentage (%) markup for parts and materials   | 15 %                              |
|                         | WA STATE SALES TAX (%8.7)   |                                   |
|                         | * Prices quoted are to be freight included or appropriate freight amount is to be listed. | Incoming Parts<br>Freight at Cost |
|                         | Average Turn Around Time  | 3 DAYS                            |
|                         |   |                                   |
| QTY                     | DESCRIPTION   |                                   |
| 1<br>More<br>Or<br>Less | Manufacturer: Magnetek  |                                   |
|                         | Model: 967924BZ00375  |                                   |
|                         | Type: CJ158   |                                   |
|                         | Mounting: Horizontal  |                                   |
|                         | INS CL:F  |                                   |
|                         | Frame: 326YZ  |                                   |
|                         | ENCL: TENV  |                                   |
|                         | Volts: 230/460  |                                   |
|                         | Amps: 53/26.5   |                                   |
|                         | Phase: 3  |                                   |
|                         | RPM: 720  |                                   |
|                         | Horsepower 15   |                                   |
|                         |   |                                   |
|                         | Base Cost for Initial Inspection  | 80 <sup>00</sup>                  |
|                         | Cost per labor hour   | 80 <sup>00</sup>                  |
|                         | Percentage (%) markup for parts and materials   | 15 %                              |
|                         | WA STATE SALES TAX (%8.7)   |                                   |
|                         | * Prices quoted are to be freight included or appropriate freight amount is to be listed. | Incoming Parts<br>Freight at Cost |
|                         | Average Turn Around Time  | 3 DAYS                            |
|                         |   |                                   |
| QTY                     | DESCRIPTION   |                                   |
| 1<br>More<br>Or<br>Less | Manufacturer: Magnetek  |                                   |
|                         | Model: 41148RE  |                                   |
|                         | Type: CJ15B   |                                   |
|                         | Mounting: Horizontal  |                                   |
|                         | Frame: 326  |                                   |
|                         | ENCL: TENV  |                                   |
|                         | Volts: 230/460  |                                   |
|                         | Amps: 53 / 26.5   |                                   |



|                         |   |                                  |
|-------------------------|---|----------------------------------|
|                         | Hertz: 60   |                                  |
|                         | Phase: 3  |                                  |
|                         | RPM: 720  |                                  |
|                         | Horsepower: 15  |                                  |
|                         |   |                                  |
|                         | Base Cost for Initial Inspection  | 80 <sup>00</sup>                 |
|                         | Cost per labor hour   | 80 <sup>00</sup>                 |
|                         | Percentage (%) markup for parts and materials   | 15%                              |
|                         | WA STATE SALES TAX (%8.7)   |                                  |
|                         | * Prices quoted are to be freight included or appropriate freight amount is to be listed. | Incoming Parts Freight at Cost   |
|                         | Average Turn Around Time  | 4 DAYS                           |
|                         |   |                                  |
| QTY                     | DESCRIPTION   |                                  |
| 1<br>More<br>Or<br>Less | Manufacturer: Reliance  |                                  |
|                         | Serial Number 01MAN9990 (Or Different)  |                                  |
|                         | Type: P   |                                  |
|                         | Mounting: Horizontal  |                                  |
|                         | INS CL:F  |                                  |
|                         | Frame: 449TS  |                                  |
|                         | ENCL: TEFC  |                                  |
|                         | Volts: 460  |                                  |
|                         | Amps: 374   |                                  |
|                         | Hertz: 60   |                                  |
|                         | Phase: 3  |                                  |
|                         | RPM: 3600   |                                  |
|                         | Horsepower 350  |                                  |
|                         |   | Base Cost for Initial Inspection |
|                         | Cost per labor hour   | 80 <sup>00</sup>                 |
|                         | Percentage (%) markup for parts and materials   | 15%                              |
|                         | WA STATE SALES TAX (%8.7)   |                                  |
|                         | * Prices quoted are to be freight included or appropriate freight amount is to be listed. | Incoming Parts Freight at Cost   |
|                         | Average Turn Around Time  | 5 DAYS                           |
|                         |   |                                  |
| QTY                     | DESCRIPTION   |                                  |
| 1<br>More<br>Or<br>Less | Manufacturer: Reliance  |                                  |
|                         | Serial Number: 1YAB57961A6 (Or Different)   |                                  |
|                         | Type: P   |                                  |
|                         | Model: Shaker Duty  |                                  |
|                         | Mounting: Horizontal  |                                  |

|   |   |                                  |
|---|---|----------------------------------|
|   | INS: CL:F                                     |                                  |
|   | Frame: 184TCZ                                 |                                  |
|   | ENCL: TENV                                    |                                  |
|   | Volts: 230/460                                |                                  |
|   | Amps: 4.4 / 2.2                               |                                  |
|   | Hertz: 60                                     |                                  |
|   | Style: 1.15                                   |                                  |
|   | Phase: 3                                      |                                  |
|   | RPM: 1800                                     |                                  |
|   | Horsepower 1.5                                |                                  |
|   | TEMP RISE: 40 Degrees Celsius                 |                                  |
|   | DESIGN: Y                                     |                                  |
|   |   | Base Cost for Initial Inspection |
| Cost per labor hour   |   | 80 <sup>00</sup>                 |
| Percentage (%) markup for parts and materials   |   | 15%                              |
| WA STATE SALES TAX (%8.7)   |   |                                  |
| * Prices quoted are to be freight included or appropriate freight amount is to be listed. |   | Incoming Parts Freight at Cost   |
| Average Turn Around Time  |   | 30 DAYS                          |
| QTY   |   | DESCRIPTION                      |
|   |   |                                  |
| 1<br>More<br>Or<br>Less   | Manufacturer: SIEMENS                         |                                  |
|   | Serial Number: K92 (Or Different)             |                                  |
|   | Type: RGZFSD                                  |                                  |
|   | Mounting: Horizontal                          |                                  |
|   | INS: CL:F                                     |                                  |
|   | Frame: 44TSD                                  |                                  |
|   | ENCL: TEFC                                    |                                  |
|   | Volts: 460                                    |                                  |
|   | Amps: 230/85                                  |                                  |
|   | Hertz: 60                                     |                                  |
|   | Phase: 3                                      |                                  |
|   | RPM: 1800/900                                 |                                  |
|   | Horsepower: 200/50                            |                                  |
|   | SER FACTOR: 1.15                              |                                  |
|   | TEMP RISE: 40                                 |                                  |
|   | Base Cost for Initial Inspection              | 135 <sup>00</sup>                |
|   | Cost per labor hour                           | 80 <sup>00</sup>                 |
|   | Percentage (%) markup for parts and materials | 15%                              |
|   | WA STATE SALES TAX (%8.7)                     |                                  |

|   |                                   |
|---|-----------------------------------|
| * Prices quoted are to be freight included or appropriate freight amount is to be listed. | Incoming Parts<br>Freight at cost |
| Average Turn Around Time  | 5 DAYS                            |

**Agenda Sheet for City Council Meeting of:**

10/22/2018

|                       |               |
|-----------------------|---------------|
| <u>Date Rec'd</u>     | 10/4/2018     |
| <u>Clerk's File #</u> | OPR 2015-0096 |
| <u>Renews #</u>       |               |
| <u>Cross Ref #</u>    |               |
| <u>Project #</u>      |               |
| <u>Bid #</u>          | RFP 4090-14   |
| <u>Requisition #</u>  | 2019 FUNDS    |

|                           |   |
|---------------------------|---|
| <u>Submitting Dept</u>    | SOLID WASTE DISPOSAL  |
| <u>Contact Name/Phone</u> | DAVID PAINE 625-6878  |
| <u>Contact E-Mail</u>     | DPAINE@SPOKANECITY.ORG                                      |
| <u>Agenda Item Type</u>   | Contract Item   |
| <u>Agenda Item Name</u>   | 4490 RENEWAL OF CONTRACT FOR VACUUM SUPPORT SERVICES AT WTE |

**Agenda Wording**

Renewal of contract with Big Sky Industrial of Spokane for vacuum support services at the WTE Facility from January 1, 2019 through December 31, 2019 with an anticipated cost of \$100,000.00.

**Summary (Background)**

During maintenance outages at the WTE Facility, sandblasting is used throughout the boiler. Vacuum support services are needed to remove the sand once sandblasting is complete. Also required is the vacuuming of sump and water jet transfer lines in the ash house and vacuuming of the carbon room and overflow areas, as well as water wash of air cooled condensers. The initial contract was for one year with four (4) additional one-year extensions allowed. This is the last of those extensions.

|                      |                   |                                |
|----------------------|-------------------|--------------------------------|
| <u>Fiscal Impact</u> | Grant related? NO | <u>Budget Account</u>          |
|                      | Public Works? YES |                                |
| Expense              | \$ 100,000.00     | # 4490-44100-37148-54803-34002 |
| Select               | \$                | #                              |
| Select               | \$                | #                              |
| Select               | \$                | #                              |

|                             |                     |                              |             |
|-----------------------------|---------------------|------------------------------|-------------|
| <u>Approvals</u>            |                     | <u>Council Notifications</u> |             |
| <u>Dept Head</u>            | CONKLIN, CHUCK      | <u>Study Session</u>         | SR 10/15/18 |
| <u>Division Director</u>    | SIMMONS, SCOTT M.   | <u>Other</u>                 |             |
| <u>Finance</u>              | ALBIN-MOORE, ANGELA | <u>Distribution List</u>     |             |
| <u>Legal</u>                | ODLE, MARI          | mdorgan@spokanecity.org      |             |
| <u>For the Mayor</u>        | SANDERS, THERESA    | jsalstrom@spokanecity.org    |             |
| <u>Additional Approvals</u> |                     | tprince@spokanecity.org      |             |
| <u>Purchasing</u>           | PRINCE, THEA        |                              |             |
|                             |                     |                              |             |
|                             |                     |                              |             |
|                             |                     |                              |             |

## Briefing Paper

### Sustainable Resources Committee

|   |   |
|---|---|
| <b>Division &amp; Department:</b>   | Public Works Division; Solid Waste Disposal   |
| <b>Subject:</b>   | Extension of Contract For Metals Recycling at the WTE Facility  |
| <b>Date:</b>  | October 15, 2018  |
| <b>Contact (email &amp; phone):</b>   | David Paine, <a href="mailto:dpaine@spokanecity.org">dpaine@spokanecity.org</a> , 625-6878  |
| <b>City Council Sponsor:</b>  |   |
| <b>Executive Sponsor:</b>   |   |
| <b>Committee(s) Impacted:</b>   | Sustainable Resources/Public Infrastructure, Environment and Sustainability 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>  | Sustainable Resources - Sustainable Practices - Recycling Metal   |
| <b>Deadline:</b>  |   |
| <b>Outcome:</b> (deliverables, delivery duties, milestones to meet)   | Council approval to continue sending metals ash and scrap metals to American Recycling, thereby allowing this material to be utilized for recycling instead of disposing of it in a landfill. |
| <b>Background/History:</b><br>Metals are removed from ash at the Waste to Energy Facility, prior to disposing of it at the landfill for recycling. Also, large metal items are removed from the waste on the tipping floor for recycling prior to incineration. This not only reduces disposal costs, but also generates revenue and increases recycling rates within the city.<br><br>In 2015, American Recycling Corporation was awarded the contract in response to RFP 4071-14 for these recycling services. The RFP stipulated that the term of the agreement would be for one year and may be extended for four (4) additional one-year periods. This will be the last of those extensions. |   |
| <b>Executive Summary:</b> <ul style="list-style-type: none"> <li>Contract Extension #4 of 4 with American Recycling Corporation for the recycling of metals ash and scrap metals from the tipping floor.</li> <li>Projected annual revenue, based on current market pricing, of approximately \$800,000.00.</li> <li>Contract term from January 1, 2019 through December 31, 2019.</li> </ul>   |   |
| <b>Budget Impact:</b><br>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A<br>Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A<br>If new, specify funding source:<br>Other budget impacts: (revenue generating, match requirements, etc.)   |   |
| <b>Operations Impact:</b><br>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A<br>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A<br>Specify changes required:<br>Known challenges/barriers:   |   |



**City of Spokane**

**CONTRACT EXTENSION 4 OF 4  
WITH COST**

**Title: RECYCLING OF POST COMBUSTIBLE  
RECOVERED METALS, RECOVERED METALS  
FROM THE TIPPING FLOOR AND RECOVERED  
METALS FROM THE RECYCLING AREA OF  
THE CITY'S WASTE TO ENERGY (WTE) FACILITY**

This Contract Extension is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, **AMERICAN RECYCLING CORPORATION**, whose address is 6203 East Mission Avenue, Spokane Valley, Washington 99212, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein the City has agreed to provide the Company with Post Combustible Recovered Metals, Recovered Metals from the Tipping Floor and Recovered Metals from the Recycling Area of the City's Waste to Energy Facility ("WTE"), which Includes the Company's Process, Transport and Purchase of WTE Ferrous Metals; and*

*WHEREAS, the RFP provided for 4 additional one-year extensions, with this being the 4th of those extensions; and*

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

**1. CONTRACT DOCUMENTS.**

The Contract, dated March 4, 2015, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Extension shall become effective on January 1, 2019.

**3. EXTENSION.**

The contract documents are hereby extended and shall run through December 31, 2019.

**4. COMPENSATION.**

The Company will pay the City for all recyclable metals picked up at the WTE and delivered to the Company's yard. COMPENSATION WILL BE PAID ACCORDING TO SCALE TICKET NET WEIGHTS WITH THE FERROUS MATERIALS PAID IN NET TONS AND THE NON-FERROUS MATERIALS PAID IN POUNDS. The City estimates annual revenue from the Company of **EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS (\$800,000.00)**. There will be no costs to the City for Company's performance of the services related to this Contract Extension. The Company

shall pay for all its employees and all costs incurred in the performance of this Contract Extension. The Company will pay the City for all recyclable metals picked up at the WTE 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.

**AMERICAN RECYCLING 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

**Agenda Sheet for City Council Meeting of:**

10/15/2018

Date Rec'd

10/3/2018

Clerk's File #

ORD C35681

Renews #Submitting Dept

CITY COUNCIL

Cross Ref #Contact Name/Phone BREEAN BEGGS/BEN STUCKART 6256269Project #Contact E-Mail

AMCDANIEL@SPOKANECITY.ORG

Bid #Agenda Item Type

First Reading Ordinance

Requisition #Agenda Item Name

0320 FEDERAL CIVIL IMMIGRATION ENFORCEMENT ON CITY PROPERTY

Agenda Wording

AN ORDINANCE relating to federal civil immigration enforcement in nonpublic areas of City of Spokane property; amending section 12.05.005; adopting new sections 12.05.050, 12.05.060, and 12.05.070 to chapter 12.05 of the Spokane Municipal Code.

Summary (Background)

This ordinance states the intention of the City of Spokane to protect and ensure the Fourth Amendment rights afforded to all persons under the U.S. Constitution in accordance with all state and federal laws. It requires that City of Spokane employees and agents of the City of Spokane require a judicial warrant (per 8 C.F.R. § 287.8(f)(2)) prior to any agency or individual conducting federal civil immigration enforcement operations in non-public/restricted areas of City of Spokane property.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

MCDANIEL, ADAM

Study SessionDivision DirectorOther

Public Safety - 10/1

Finance

BUSTOS, KIM

Distribution ListLegal

PICCOLO, MIKE

mormsby@spokanecity.org

For the Mayor

SANDERS, THERESA

bbeggs@spokanecity.org

Additional Approvals

bstuckart@spokanecity.org

Purchasing

amcdaniel@spokanecity.org

CITY COUNCIL

MCDANIEL, ADAM





Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

This ordinance establishes the Mayor as the only official that can grant access/consent to an agency or individual for the purposes of conducting federal civil immigration enforcement operations in non-public/restricted areas of the City of Spokane property. This ordinance also establishes the authority of the Spokane City Council to designate portions of City of Spokane property as non-public/restricted areas for purposes of employee and resident safety, inaccessibility, security of City of Spokane assets, and for the implementation of Chapter 12.05 (General City Property).

| Fiscal Impact |    | Budget Account |
|---------------|----|----------------|
| Select        | \$ | #              |
| Select        | \$ | #              |

Distribution List

|  |  |
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## **Ordinance No. C35681**

AN ORDINANCE relating to federal civil immigration enforcement in nonpublic areas of City of Spokane property; amending section 12.05.005; adopting new sections 12.05.050, 12.05.060, and 12.05.070 to chapter 12.05 of the Spokane Municipal Code; and declaring an emergency.

**WHEREAS**, the Fourth Amendment to the United States Constitution states The right of the people to be secure in their persons, houses, papers, and effects, against unreasonable searches and seizures, shall not be violated, and no warrants shall issue, but upon probable cause, supported by oath or affirmation, and particularly describing the place to be searched, and the persons or things to be seized; and

**WHEREAS**, the Tenth Amendment to the United States Constitution provides that the powers that are not delegated expressly or by implication to the United States, or prohibited to the States, are reserved to the States, respectively, or to the people, and has been interpreted by the United States Supreme Court to preclude the Federal government from compelling or commandeering any State or local government, either directly or by the use of coercive threats to withhold federal funding, to adopt federal programs or enforce federal laws, including immigration laws; and

**WHEREAS**, 8 C.F.R. § 287.8(f)(2) states: “An immigration officer may not enter into the non-public areas of a business, a residence including the curtilage of such residence, or a farm or other outdoor agricultural operation, except as provided in section 287(a)(3) of the Act, for the purpose of questioning the occupants or employees concerning their right to be or remain in the United States unless the officer has either a warrant or the consent of the owner or other person in control of the site to be inspected. When consent to enter is given, the immigration officer must note on the officer's report that consent was given and, if possible, by whom consent was given. If the immigration officer is denied access to conduct a site inspection, a warrant may be obtained”; and

**WHEREAS**, the Washington State Office of the Attorney General's Guidance Concerning Immigration Enforcement states: “Local governments and private organization should adopt a policy that addresses when federal immigration authorities will be permitted to access non-public areas”; and

**WHEREAS**, RCW 35.22.280 reads: “Any city of the first class shall have power to make all regulations necessary for the preservation of public morality, health, peace, and good order within its limits”; and

**WHEREAS**, Section 3 of the Spokane City Charter states: “the City shall have perpetual succession; shall have and exercise all powers, functions, rights, and

privileges now or hereafter given or granted to, and shall be subject to all the duties, obligations, liabilities, and limitations now or hereafter imposed upon, municipal corporations of the first class, by the constitution and laws of the State of Washington; and shall have and exercise all other powers, functions, rights and privileges usually exercised by, or which are incidental to, or inhere in, municipal corporations of like character and degree”; and

**WHEREAS**, Spokane’s Comprehensive Plan Capital Facilities and Utilities Chapter calls for Joint Use of Public Sites to encourage maximum flexibility, utility, and multiple-uses as cost-effective opportunities to single-use buildings and sites; and

**WHEREAS**, Spokane Municipal Code 18.01.020B states: “It is the intent of the City that all people have an equal opportunity to participate fully in the life of the City and that discriminatory barriers to equal participation in employment, housing, and public accommodations be removed. The City has a compelling interest in eradicating and preventing such discrimination and in ensuring equal opportunity in employment, housing, and public accommodations”; and

**WHEREAS**, Spokane Municipal Code 18.07.010 states “the Spokane Police Department, its officers, employees, and all officers commissioned under the Spokane Police Department are prohibited from engaging in profiling as defined as relying on “actual or perceived race, religion, national origin, color, creed, age, citizenship status, immigration status, refugee status, gender, sexual orientation, gender identity, disability, socio-economic status, housing status, or membership in any protected class under federal, state or local law as the determinative factor in initiating law enforcement action against an individual, rather than an individual’s behavior or other information or circumstances that links a person or persons to suspected unlawful activity”; and

**WHEREAS**, Spokane Municipal Code 18.07.020 states “Unless required by law or court order, no officer, agent, or employee of the City of Spokane shall inquire into the immigration or citizenship status of any person, or engage in activities designed to ascertain the immigration status of any person”; and

**WHEREAS**, Spokane Police Department Policy 428.1 states: “Officers shall not contact, question, delay, detain or arrest an individual because s/he is suspected of violating immigration laws. Officers should not attempt to determine the immigration status of crime victims and witnesses or take enforcement action against them due to that immigration status. Undocumented presence, in and of itself, is not a criminal violation”; and

**WHEREAS**, Spokane Police Department Policy 428.2 states: “*a request from Department of Homeland Security (DHS) does not provide legal basis to stop or detain an individual, or to prolong the detention of an individual. Officers must have an*

*independent legal basis to stop or detain any individual. It is the policy of the [Spokane Police Department] that we do not ask about immigration status unless it is directly related to the crime being investigated”; and*

**WHEREAS**, Spokane Police Department Policy 428.3.1 states: “*Unless immigration status is relevant to another criminal offense or investigation, the fact that an individual is suspected of being an undocumented alien shall not be the basis for contact, detention or arrest*”; and

**WHEREAS**, the City of Spokane strives to be a community of kindness, embracing all visitors no matter where they come from, how they worship, or who they love; and

**WHEREAS**, the City of Spokane believes that all residents and visitors are worth dignity, compassion, and respect; and

**WHEREAS**, this ordinance complies with the U.S. Department of Justice Office of Justice Programs local government certification requirements; and

**WHEREAS**, this ordinance is consistent with federal laws regarding communications between local jurisdictions and federal immigration authorities, including but not limited to United States Code Title 8, Section 1373; and

**WHEREAS**, the current practice of immigration enforcement activities on City-owned property are jeopardizing the public peace, health, and safety of all people in the City of Spokane, regardless of race, ethnicity, or immigration status, because they are completely at odds with the City of Spokane’s policy, practices, and values, and this drastic disconnect presents an urgent and emergency condition which justifies the passage of this ordinance as an emergency ordinance pursuant to Section 19 of the Spokane City Charter.

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

**Section 1.** That section 12.05.005 of the Spokane Municipal Code is amended to read as follows:

#### **Section 12.05.005 Definitions**

- A. “Agent” means any person acting within the scope of employment by or acting on behalf of the City of Spokane including City-facility property managers.
- B. “Employee” means any person holding a regularly compensated position of employment with the City of Spokane including elected officers.

- C. "Federal civil immigration enforcement operations" means an operation than has one of its objectives the identification or apprehension of a person or persons in order to investigate them for a violation of the immigration law and subject them to one or more of the following:
1. Civil immigration detention;
  2. Removal proceedings; and
  3. Removal from the United States
- D. "LEED" is a green building rating and certification system developed by the U.S. Green Building Council to evaluate environmental performance from a whole building perspective, including sites, water efficiency, energy & atmosphere, materials & resources, indoor environmental quality, locations & linkages, awareness & education, innovation in design, and regional priority.
- E. "Nonpublic" means any area of a city facility or property that is not generally open and accessible to the general public, but instead requires express permission, such as a ticket for a bona fide passenger, by a city employee or an employee of a tenant in a city facility on an individual basis. Areas posted as "Restricted" in City facilities shall be considered to be non-public areas.
- F. "United States Citizenship and Immigration Services" means the agency of the United States Department of Homeland Security and any successor agency charged with overseeing United States immigration laws.
- G. "United States Customs and Border Protection" means the agency of the United States Department of Homeland Security and shall include any successor federal agency charged with border enforcement.
- H. "United States Immigration and Customs Enforcement" means the agency of the United States Department of Homeland Security including Enforcement and Removal Operations and Homeland Security Investigations and shall include any successor federal agency charged with the enforcement of immigration laws.
- I. "U.S. Green Building Council" is an organization serving as the nation's foremost leaders from across the building industry working to promote buildings that are environmentally responsible, profitable, and healthy places to work and live.

**Section 2.** That there is adopted a new section 12.05.050 of the Spokane Municipal Code to read as follows:

**Section 12.05.050 Federal Civil Immigration Enforcement Operations on City Property**

- A. It is the intent of the City of Spokane to protect and ensure the Fourth Amendment rights afforded to all people under the United States Constitution and in accordance with all state and federal laws.
- B. For the purpose of executing federal civil immigration enforcement operations unless otherwise required by state or federal law, City of Spokane employees or agents of the City of Spokane, shall not permit United States Immigration and Customs Enforcement, United States Customs and Border Protection, United States Citizenship and Immigration Services officers, agents, representatives, or any other organization, agency, or individual access to nonpublic areas of City of Spokane owned or operated facilities, property, equipment, vehicles, nonpublic databases, or nonpublic portions of otherwise public databases absent a judicial criminal warrant specifying the information or persons sought.
- C. Permission to access any city facility, property, equipment, vehicles, or nonpublic database without a judicial criminal warrant for the purpose of executing federal civil immigration enforcement operations shall only be provided with the express, written approval of the Mayor.
- D. Any warrantless attempts or requests for access to City facilities, property, equipment or nonpublic databases for the purpose of executing federal civil immigration enforcement operations shall be immediately sent to the Mayor or the designee responsible for the operation of the facility, property, vehicle, database or equipment.

**Section 3.** That there is adopted a new section 12.05.060 of the Spokane Municipal Code to read as follows:

**Section 12.05.060 Designating Non-Public Areas of City Properties**

- A. The City Council may designate by resolution areas of City facilities to be non-public or restricted areas due to employee and resident safety concerns, inaccessibility, city asset security, and for purposes of complying with this chapter.
- B. Nothing in this section precludes the Director of Asset Management from designating areas of City facilities to be non-public or restricted areas without approval of the City Council.

**Section 4.** That there is adopted a new section 12.05.070 of the Spokane Municipal Code to read as follows:

**Section 12.05.070 Enforcement**

Any person who suffers loss by reason of a violation of SMC 12.05.050 may bring a civil action to enforce such provision or seek damages caused by such violation.

**Section 5.** That there is adopted a new section 12.05.080 of the Spokane Municipal Code to read as follows:

**Section 12.05.080 Severability**

If any court of law determines that any particular provision of this chapter is void or of no legal effect, the offending provision(s) shall be deemed struck from this chapter and the remainder of the chapter shall continue unaffected.

**Section 6.** Pursuant to section 19 of the City Charter, this ordinance shall be effective immediately upon passage.

PASSED by the City Council on \_\_\_\_\_.

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

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

## Briefing Paper

### Public Safety

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|--|--|
| <b>Division &amp; Department:</b>  | City Council   |
| <b>Subject:</b>  | Federal Civil Immigration Enforcement on City Property   |
| <b>Date:</b>   | October 1, 2018  |
| <b>Contact (email &amp; phone):</b>  | 509-625-6269 amcdaniel@spokanecity.org   |
| <b>City Council Sponsor:</b>   | Breean Beggs/Ben Stuckart  |
| <b>Executive Sponsor:</b>  | None   |
| <b>Committee(s) Impacted:</b>  | Public Safety; Finance & Administration  |
| <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)                    | <a href="#">Fourth Amendment to the United States Constitution</a><br><a href="#">Tenth Amendment to the United States Constitution</a><br><a href="#">8 C.F.R. § 287.8(f)(2)</a><br><a href="#">8 U.S.C. § 1226</a><br><a href="#">8 U.S.C. § 1231</a><br><a href="#">8 U.S.C. § 1324</a><br><a href="#">8 U.S.C. § 1357</a><br><a href="#">8 U.S.C. § 1373</a><br><a href="#">Article XI, Section 10 of the Washington State Constitution</a><br><a href="#">Executive Order 17-01 Office of the Governor, State of Washington</a><br><a href="#">Guidance Concerning Immigration Enforcement from the Washington State Office of the Attorney General</a><br><a href="#">RCW 35.22.280 – Specific Powers Enumerated</a><br><a href="#">RCW 35.22.195 – Powers of Cities Adopting Charters</a><br><a href="#">Spokane Municipal Code 18.01. – Law Against Discrimination</a><br><a href="#">Spokane Municipal Code 18.07.010 – Bias-Free Policing</a><br><a href="#">Spokane Municipal Code 18.07.020 – Immigration Status Information</a><br><a href="#">Spokane City Charter Section 3: Powers, Rights and Liabilities</a><br><a href="#">Spokane Police Policy 428 – Immigration Violations</a><br>OPR 1994-0890 – Greyhound Line Lease with City of Spokane<br>OPR 1994-0837 – Amtrak Lease with City of Spokane<br>OPR 2017-0299 – Parking Meter Revenue Fund Lease with City of Spokane<br>OPR 2016-0282 – Spokane Regional Transportation Management Center Lease with City of Spokane<br>OPR 2016-0570 – Contract with Goodale & Barbieri Company for property management services at the Spokane Intermodal Facility<br><a href="#">#Spokind</a> – City of Spokane Mayor’s Initiative |
| <b>Strategic Initiative:</b>   | Our Most Vulnerable; Transportation Choices  |
| <b>Deadline:</b>   | Will file for final reading on October 22, 2018  |
| <b>Outcome:</b> (deliverables, delivery duties, milestones to meet)  | N/A  |
| <b>Background/History:</b><br><br>The City of Spokane owns the property at 221 West 1 <sup>st</sup> Avenue known as the Spokane Intermodal Facility. |  |





Figure 1 Photo from Wikipedia

This facility houses the Spokane Police Department's Downtown Precinct, National Railroad Passenger Corporation ([Amtrak](#)), [Greyhound Lines Inc.](#) (including Northwest Stage Lines/[Northwestern Trailways](#)), [Spokane Regional Transportation Management Center](#)<sup>1</sup>, City of Spokane Parking Services, and other sublease holders. This city property is currently managed by the [Goodale & Barbieri Company](#). Space is currently available for lease at the facility.

Since the start of 2013, U.S. Customs and Border Patrol (CBP) agents have apprehended an estimated 200 people at the Spokane Intermodal Facility (Sokol, Protesters decry Border Patrol activity at Spokane Intermodal Center, 2018) through what the agency claims as "routine immigration check operations of *all* passengers at the terminal" (U.S. Customs and Border Protection, 2018). CBP took 34 people into custody in 2017 during immigration enforcement operations at the Spokane Intermodal Facility (Hanrahan, 2018). The federal civil immigration enforcement operations taking place at the Spokane Intermodal Facility lack judicial warrants.

A coalition of community organizations and advocates including World Relief Spokane, Hispanic, Business Professional Association, Center for Justice, Spokane NAACP, Spokane Immigrant Rights Coalition, and the ACLU of Washington have requested the City of Spokane review and enact policies that ensure people living or visiting Spokane don't have to travel in fear of interrogation by federal immigration authorities.<sup>2</sup>

Most apprehensions and detainments from the "routine immigration checks" by CBP at the Spokane Intermodal Facility take place on Greyhound buses parked on the City-owned bus platform awaiting departure from the facility. The bus platform is a restricted area of the facility. Individuals who are detained are interrogated in an "Employee Area" inaccessible to the public. CBP agents also utilize this locked area while waiting for the bus to arrive.<sup>3</sup>

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<sup>1</sup> Spokane Regional Transportation Council (SRTC) is no longer in the Spokane Intermodal Facility. The computer control system remains in a small portion of the third floor.

<sup>2</sup> Letter to Mayor David Condon & Spokane City Council, September 21, 2018

<sup>3</sup> David Brookbank, August 4, 2018



Figure 2 Photo by David Brookbank

The typical Seattle or west-bound Greyhound bus departs the Spokane Intermodal Facility at 8:45 a.m., 11:35 a.m., and 6:35 p.m. The first stop of the west-bound Greyhound is in Adams County followed by a stop in Grant County. Both Adams and Grant Counties have significant Hispanic populations.<sup>4</sup> The typical south-bound Greyhound bus departs at 11:35 a.m. with a first stop in Pasco, a city with a majority Hispanic population.<sup>5</sup> The Spokane Intermodal Facility serves as a major stop for most Greyhound buses originating in the Northwest.<sup>6</sup>



Figure 3 Photo by Jennyfer Mesa

<sup>4</sup> Adams County 66%; Grant County 42% - OFM

<sup>5</sup> 2010 United States Census

<sup>6</sup> For example: A bus departing Portland Oregon will make stops in Pasco and in Spokane.

Although Greyhound has repeatedly stated that they do not support these operations by CBP (and “is not happy about them”), the company contends that they are obligated to consent to the operations until Congress or the courts clarify federal law. The American Civil Liberties Union (ACLU) disagrees with Greyhound’s position. In a letter to Greyhound in March of 2018, the ACLU wrote, “Greyhound has a Fourth Amendment right to deny CBP permission to board and search its buses without a judicial warrant.”<sup>7</sup> Greyhound, in a letter to Spokane City Council President Ben Stuckart dated June 26, 2018, stated “The City of Spokane – as the owner and controller of the property – has the authority and under your reasoning the responsibility to prevent CBP from coming onto the property...”<sup>8</sup>

Witnesses to CBP’s warrantless civil immigration enforcement operations at the Spokane Intermodal Facility have provided conflicting accounts about the nature of these operations. According to one witness, CBP agents “only spent time questioning individuals that had darker skin or had an accent.”<sup>9</sup> A local Spokane County Public Defender witnessed foreign exchange students “harassed” for not carrying identification.<sup>10</sup> CBP immigration enforcement activities based on race or ethnicity are a clear violation of Department of Homeland Security policy.<sup>11</sup> Department of Homeland Security policy explicitly states law enforcement officers must rely on “specific and trustworthy information to make law enforcement decisions” (U.S. Customs and Border Protection, n.d.).

Although the Border Patrol activity away from the border has risen under the Trump Administration (Nixon, 2018), the actual number of apprehensions in the Spokane sector has gone down (Hanrahan, 2018). City of Spokane staff<sup>12</sup> learned in a meeting with CBP Spokane sector leadership on May of 2018 that CBP would be increasing their presence in Spokane by adding 30 additional agents. The increase in CBP agents in the Spokane station comes at the same time the agency is substantially reducing operational U.S. – Canada border crossing hours in Danville and Metaline Falls (Deshais, Hours to be curtailed at Danville, Metaline Falls border crossings, 2015).

The City of Spokane recently ended plans to establish an integrated social services center at the Spokane Intermodal Facility due to concerns over increased CBP presence at the facility. Members of the Spokane City Council determined that federal civil immigration enforcement operations in the facility would have a detrimental impact on the City’s ability to offer equal access to critical social services (Walters, 2018).

The inability to utilize the Spokane Intermodal Facility for critical city services is leading to a significant financial impact for taxpayers. The City is currently looking to lease a property for the integrated service center at an estimated annual cost of \$250,000 to taxpayers.<sup>13</sup> Other community organizations have refused to consider leasing the facility due to these immigration enforcement operations. Community members are actively encouraging residents, particularly Latino residents, to avoid the Intermodal Center (Walters, 2018).

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<sup>7</sup> ACLU Letter Re: Immigration Raids on Greyhound Buses

<sup>8</sup> Greyhound Letter Re: Greyhound’s compliance with Spokane’s Human Rights law, June 26, 2018

<sup>9</sup> Ava Sharifi statement to Spokane City Council, March 25, 2018.

<sup>10</sup> Letter from Christopher A. Mellon, June 3, 2018

<sup>11</sup> Secretary Napolitano Memorandum for Component Heads, April 26, 2013.

<sup>12</sup> Mike Ormsby (City Attorney), Dawn Kinder (Neighborhood & Business Services), Kelley Keenan (Community, Housing, & Human Services), Alex Reynolds (Integrated Social Service Project Manager), Brian McClatchey (City Council), Adam McDaniel (City Council), & Jake Fraley (City Council)

<sup>13</sup> Kelly Keenan, Director of Community, Housing, & Human Services



Figure 4 Intermodal Facility access to Amtrak

**Federal law requires Department of Homeland Security employees involved in immigration enforcement operations to have a warrant or consent of the building owner to enter non-public areas of facilities<sup>14</sup>.**

The Spokane Intermodal Facility has several restricted areas inaccessible to the general public including the Greyhound ticket offices and bus platform, Amtrak platform, and the Spokane Police Department Downtown Precinct office. The entire third floor of the facility requires elevator keycard access. Ashley Loveless, Commercial Property Manager for Goodale & Barbieri, calls the building “a conduit for commercial enterprise (paying customers of Greyhound and Amtrak).” In fact, protestors at the Spokane Intermodal Facility were recently prohibited from using drinking fountains and bathrooms because they were not paying customers.<sup>15</sup> Greyhound employees prohibited Spokane citizens from the Spokane Intermodal Facility for handing out information regarding the legal rights of individuals travelling by bus and train.<sup>16</sup> This indicates that both the property manager for the Spokane Intermodal Facility, Spokane Police Department and Greyhound employees assume most of the Spokane Intermodal Facility to be a non-public area. Therefore, immigration officers require consent of the building owner (or “person in control”) or a judicial warrant to conduct federal civil immigration operations in non-public areas of the Spokane Intermodal Facility.

#### Executive Summary:

This ordinance:

- States the intention of the City of Spokane to protect and ensure the Fourth Amendment rights afforded to all persons under the U.S. Constitution in accordance with all state and federal laws.
- Requires that City of Spokane employees and agents of the City of Spokane require a judicial warrant (per 8 C.F.R. § 287.8(f)(2)) prior to *any* agency or individual conducting federal civil immigration enforcement operations in non-public/restricted areas of City of Spokane property.

<sup>14</sup> 8 C.F.R. § 287.8(f)(2)

<sup>15</sup> Email from Kevin King, August 23, 2018

<sup>16</sup> Email from Doug Huigen, September 6, 2018; Email from Nicole Herrera, September 12, 2018; Email from Cam Zorroza, September 27, 2018

- Establishes the Mayor as the only official that can grant access/consent to an agency or individual for the purposes of conducting federal civil immigration enforcement operations in non-public/restricted areas of the City of Spokane property.
- Establishes the authority of the Spokane City Council to designate portions of City of Spokane property as non-public/restricted areas for purposes of employee and resident safety, inaccessibility, security of City of Spokane assets, and for the implementation of Chapter 12.05 (General City Property).

Budget Impact:

TOTAL COST: NONE

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: None

## Resources

Alexander, R. (2017, February 15). False rumor of Spokane ICE raid sparked by routine border enforcement patrols. *The Spokesman-Review*.

Betz, B. (2018, July 29). *Sanctuary cities ruling a setback for Justice Department*. Retrieved from Fox News: <http://www.foxnews.com/politics/2018/07/29/sanctuary-cities-ruling-setback-for-justice-department.html>

Constantine, D. (2017, July 26). *King County, City of Seattle to DOJ: We will follow our values*. Retrieved from King County: <https://kingcounty.gov/elected/executive/constantine/news/release/2017/July/26-DOJ-grant.aspx>

Deshais, N. (2015, July 25). Hours to be curtailed at Danville, Metaline Falls border crossings. *The Spokesman-Review*.

Deshais, N. (2016, January 21). New Spokane police precinct opens at Intermodal Center. *The Spokesman-Review*.

Greyhound. (2018, January 22). *Statement regarding incident in Ft. Lauderdale*. Retrieved from The Hound: <https://bloggreyhound.com/news/statement-regarding-incident-in-ft-lauderdale/>

Hanrahan, M. (2018, February 21). *Effort to secure border brings Border Patrol agents to Spokane bus station*. Retrieved from KREM 2: <https://www.krem.com/article/news/local/spokane-county/effort-to-secure-border-brings-border-patrol-agents-to-spokane-bus-station/293-521673767>



- Hanson, A. (2017, November 15). *Justice Department Sends Letters to 29 Jurisdictions Regarding Their Compliance with 8 U.S.C. 1373*. Retrieved from The United States Department of Justice: <https://www.justice.gov/opa/pr/justice-department-sends-letters-29-jurisdictions-regarding-their-compliance-8-usc-1373>
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**Agenda Sheet for City Council Meeting of:**

10/22/2018

Date Rec'd

10/8/2018

Clerk's File #

RES 2018-0085

Renews #

Submitting Dept

PLANNING

Cross Ref #

Contact Name/Phone

CHRIS GREEN 625-6194

Project #

Contact E-Mail

CGREEN@SPOKANECITY.ORG

Bid #Agenda Item Type

Resolutions

Requisition #Agenda Item Name

0650 - RESOLUTION SETTING HEARING FOR DOWNTOWN SPOKANE BID

Agenda Wording

A resolution setting the assessment roll hearing for the Downtown Spokane Business Improvement District (BID) and providing notice of the 2019 assessment to business and property owners.

Summary (Background)

To finance the programs authorized in the BID, the City levies an annual special assessment upon the businesses, real properties, multi-family residential, mixed-use projects, hotels, motels, and governmental property. This Resolution provides that the Assessment Roll Hearing shall be held before the City Council at the December 17, 2018 meeting. All ratepayers will be provided notice of assessments and the hearing date and be given an opportunity to make comments and/or objections.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

ApprovalsCouncil NotificationsDept Head

TRAUTMAN, HEATHER

Study SessionDivision Director

TRAUTMAN, HEATHER

Other

Urban Experience 10-8-

Finance

ORLOB, KIMBERLY

Distribution ListLegal

PICCOLO, MIKE

cgreen@spokanecity.org

For the Mayor

SANDERS, THERESA

htrautman@spokanecity.org

Additional Approvals

sbishop@spokanecity.org

Purchasing

mpiccolo@spokanecity.org

CITY COUNCIL

MCDANIEL, ADAM

mrichard@downtownspokane.net

ghankal@downtownspokane.net

jhensley@spokanecity.org



## **RESOLUTION NO. 2018-0085**

A RESOLUTION SETTING THE ASSESSMENT ROLL HEARING FOR THE DOWNTOWN PARKING AND BUSINESS IMPROVEMENT AREA (BUSINESS IMPROVEMENT DISTRICT – BID) AND PROVIDING NOTICE OF THE 2019 ASSESSMENTS TO BUSINESS AND PROPERTY OWNERS.

WHEREAS, pursuant to the laws of Washington State and City Ordinance C-32923, as codified and amended in Chapter 4.31 SMC, the City Council intends to hold a hearing on the assessments levied upon businesses and properties within the Downtown Parking and Business Improvement Area (PBIA); and

WHEREAS, through this Resolution, the City Council intends to provide notice that there will be a hearing upon the assessment roll prepared under the above-identified Ordinance.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE SPOKANE CITY COUNCIL:

1. Notice is hereby given that the assessment rolls for businesses and properties prepared under Ordinance C-32923, as codified and amended in Chapter 4.31 SMC, will be on file in the Office of the City Clerk on the 16th day of November 2018, and are open for public inspection.
2. The City Council has fixed the 17th day of December of 2018 at 6:00 p.m., or as soon thereafter as practicable in the City Council Chambers of the Municipal Building, W. 808 Spokane Falls Blvd., Spokane, Washington, as the time and place for hearing upon said rolls.
3. The City Council declares its intent to impose special assessment in a manner that measures special benefits from each of the purposes set forth in Ordinance C-32923, as codified and amended in Chapter 4.31 SMC. The special assessments will finance the PBIA (BID) budgets and programs approved by the City Council.
4. All persons who may desire to object to the assessment roll shall make their objections in writing and file them with the City Clerk at or prior to the date fixed for hearing.

At the time and place fixed, and at such other times as the hearing may be continued to, the City Council will consider the assessment roll as a board of equalization for the purpose of considering objections or comments made thereto, or any part thereof, and may correct, revise, raise, lower, change or modify such roll, or any part thereof, or set aside such roll and order that such assessment be made de

novo, or take such other action as the circumstances may warrant, including confirmation of the assessment rolls.

This is the only hearing held on the assessment roll, and it will be final unless appealed according to Chapter 4.31 SMC.

5. Business & Developer Services is directed to mail, at least fifteen days before the date fixed for hearing, a notice to the business and property owners identified in the assessment rolls setting forth the date and time of public hearing, including the amount of special assessment.
6. The City clerk is directed to publish notice of the hearing on the assessment rolls in the Official Gazette for two consecutive weeks, the last publication being fifteen days before the date fixed for public hearing.

ADOPTED by the City Council this \_\_\_\_\_ day of October, 2018.

---

City Clerk

Approved as to form:

---

Assistant City Attorney

**Agenda Sheet for City Council Meeting of:**

10/22/2018

|                       |               |
|-----------------------|---------------|
| <u>Date Rec'd</u>     | 10/8/2018     |
| <u>Clerk's File #</u> | RES 2018-0086 |
| <u>Renews #</u>       |               |

|                           |  |                      |  |
|---------------------------|--|----------------------|--|
| <u>Submitting Dept</u>    | PLANNING   | <u>Cross Ref #</u>   |  |
| <u>Contact Name/Phone</u> | CHRIS GREEN 625-6194                                   | <u>Project #</u>     |  |
| <u>Contact E-Mail</u>     | CGREEN@SPOKANECITY.ORG                                 | <u>Bid #</u>         |  |
| <u>Agenda Item Type</u>   | Resolutions  | <u>Requisition #</u> |  |
| <u>Agenda Item Name</u>   | 0650 - RESOLUTION SETTING HEARING FOR EAST SPRAGUE BID |                      |  |

Agenda Wording

A resolution setting the assessment roll hearing for the East Sprague Business Improvement District (BID) and providing notice of the 2019 assessment to business and property owners.

Summary (Background)

To finance the programs authorized in the BID, the City levies an annual special assessment upon businesses, real properties, multi-family residential, and mixed-use projects within the district. This Resolution provides that the Assessment Roll Hearing shall be held before the City Council at the December 17, 2018 meeting. All ratepayers will be provided notice of assessments and the hearing date and be given an opportunity to make comments and/or objections.

|                      |                   |                       |
|----------------------|-------------------|-----------------------|
| <u>Fiscal Impact</u> | Grant related? NO | <u>Budget Account</u> |
|                      | Public Works? NO  |                       |

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

|                             |                   |                              |                        |
|-----------------------------|-------------------|------------------------------|------------------------|
| <u>Approvals</u>            |                   | <u>Council Notifications</u> |                        |
| <u>Dept Head</u>            | TRAUTMAN, HEATHER | <u>Study Session</u>         |                        |
| <u>Division Director</u>    | TRAUTMAN, HEATHER | <u>Other</u>                 | Urban Experience 10-8- |
| <u>Finance</u>              | ORLOB, KIMBERLY   | <u>Distribution List</u>     |                        |
| <u>Legal</u>                | PICCOLO, MIKE     | cgreen@spokanecity.org       |                        |
| <u>For the Mayor</u>        | SANDERS, THERESA  | htrautman@spokanecity.org    |                        |
| <u>Additional Approvals</u> |                   | sbishop@spokanecity.org      |                        |
| <u>Purchasing</u>           |                   | mpiccolo@spokanecity.org     |                        |
| <u>CITY COUNCIL</u>         | MCDANIEL, ADAM    | jhensley@spokanecity.org     |                        |
|                             |                   | laverne@accessunified.net    |                        |
|                             |                   | jfraley@spokanecity.org      |                        |

## **RESOLUTION NO. 2018-0086**

A RESOLUTION SETTING THE ASSESSMENT ROLL HEARING FOR THE EAST SPRAGUE PARKING AND BUSINESS IMPROVEMENT AREA (BUSINESS IMPROVEMENT DISTRICT – BID) AND PROVIDING NOTICE OF THE 2019 ASSESSMENTS TO BUSINESS AND PROPERTY OWNERS.

WHEREAS, pursuant to the laws of Washington State and City Ordinance C-35377, as codified and amended in Chapter 4.31C SMC, the City Council intends to hold a hearing on the assessments levied upon businesses and properties within the East Sprague Parking and Business Improvement Area (PBIA); and

WHEREAS, through this Resolution, the City Council intends to provide notice that there will be a hearing upon the assessment roll prepared under the above-identified Ordinance.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE SPOKANE CITY COUNCIL:

1. Notice is hereby given that the assessment rolls for businesses and properties prepared under Ordinance C-35377, as codified and amended in Chapter 4.31C SMC, will be on file in the Office of the City Clerk on the 16<sup>th</sup> day of November 2018, and are open for public inspection.
2. The City Council has fixed the 17<sup>th</sup> day of December 2018 at 6:00 p.m., or as soon thereafter as practicable in the City Council Chambers of the Municipal Building, W. 808 Spokane Falls Blvd., Spokane, Washington, as the time and place for hearing upon said rolls.
3. The City Council declares its intent to impose special assessment in a manner that measures special benefits from each of the purposes set forth in Ordinance C-35377, as codified and amended in Chapter 4.31C SMC. The special assessments will finance the PBIA (BID) budgets and programs approved by the City Council.
4. All persons who may desire to object to the assessment roll shall make their objections in writing and file them with the City Clerk at or prior to the date fixed for hearing.

At the time and place fixed, and at such other times as the hearing may be continued to, the City Council will consider the assessment roll as a board of equalization for the purpose of considering objections or comments made thereto, or any part thereof, and may correct, revise, raise, lower, change or modify such roll, or any part thereof, or set aside such roll and order that such assessment be made de

novo, or take such other action as the circumstances may warrant, including confirmation of the assessment rolls.

This is the only hearing held on the assessment roll, and it will be final unless appealed according to City Ordinance C-35377, as codified and amended in Chapter 4.31C SMC.

5. Business & Developer Services is directed to mail, at least fifteen days before the date fixed for hearing, a notice to the business and property owners identified in the assessment rolls setting forth the date and time of public hearing, including the amount of special assessment.
6. The City clerk is directed to publish notice of the hearing on the assessment rolls in the Official Gazette for two consecutive weeks, the last publication being fifteen days before the date fixed for public hearing.

ADOPTED by the City Council this \_\_\_\_\_ day of October, 2018.

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

Approved as to form:

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

**Agenda Sheet for City Council Meeting of:**

10/22/2018

|                       |               |
|-----------------------|---------------|
| <u>Date Rec'd</u>     | 10/10/2018    |
| <u>Clerk's File #</u> | RES 2018-0087 |
| <u>Renews #</u>       |               |

|                    |   |               |  |
|--------------------|---|---------------|--|
| Submitting Dept    | PLANNING  | Cross Ref #   |  |
| Contact Name/Phone | MIKE PICCOLO 625-6225   | Project #     |  |
| Contact E-Mail     | MPICCOLO@SPOKANECITY.ORG  | Bid #         |  |
| Agenda Item Type   | Resolutions   | Requisition # |  |
| Agenda Item Name   | 0650 - RESOLUTION OF INTENT TO CHANGE ASSESSMENT RATES WITHIN THE |               |  |

Agenda Wording

A resolution declaring the intention to change certain assessment rates within the Downtown Parking and Business Improvement Area (BID) including changes for residential condominiums, hotel rooms and parking, & non-profit organizations.

Summary (Background)

To finance the programs authorized in the BID, the City levies an annual assessment upon the businesses, real properties, multi-family residential, mixed-use projects, hotels, motels, and governmental property in the BID. This resolution would change the assessment rate for residential condominiums, hotel rooms, non-profit organizations, and publicly accessible hotel parking.

|                             |                   |                               |
|-----------------------------|-------------------|-------------------------------|
| <u>Fiscal Impact</u>        | Grant related? NO | <u>Budget Account</u>         |
|                             | Public Works? NO  |                               |
| Neutral                     | \$                | #                             |
| Select                      | \$                | #                             |
| Select                      | \$                | #                             |
| Select                      | \$                | #                             |
| <u>Approvals</u>            |                   | <u>Council Notifications</u>  |
| <u>Dept Head</u>            | TRAUTMAN, HEATHER | <u>Study Session</u>          |
| <u>Division Director</u>    | TRAUTMAN, HEATHER | <u>Other</u> Urban Experience |
| <u>Finance</u>              | HUGHES, MICHELLE  | <u>Distribution List</u>      |
| <u>Legal</u>                | PICCOLO, MIKE     | cgreen@spokanecity.org        |
| <u>For the Mayor</u>        | PFISTER, TERRI    | sbishop@spokanecity.org       |
| <u>Additional Approvals</u> |                   | mpiccolo@spokanecity.org      |
| <u>Purchasing</u>           |                   | htrautman@spokanecity.org     |
| <u>CITY COUNCIL</u>         | MCDANIEL, ADAM    | jhensley@spokanecity.org      |
|                             |                   | mrichard@downtownspokane.net  |
|                             |                   | ghankal@downtownspokane.net   |



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

All affected property owners will be provided notice of the proposed assessment rate changes and will be given an opportunity to make comments and/or objections at a public hearing on November 12, 2018.

| Fiscal Impact            |    | Budget Account |   |
|--------------------------|----|----------------|---|
| Select                   | \$ |                | # |
| Select                   | \$ |                | # |
| Distribution List        |    |                |   |
| tsanders@spokanecity.org |    |                |   |
|                          |    |                |   |
|                          |    |                |   |
|                          |    |                |   |

## **RESOLUTION NO. 2018-0087**

### **A RESOLUTION OF INTENTION TO CHANGE CERTAIN ASSESSMENT RATES WITHIN THE DOWNTOWN PARKING AND BUSINESS IMPROVEMENT AREA**

WHEREAS, RCW 35.87A.140 authorizes the City Council to take legislative action to change the assessment rates within the Downtown Parking and Business Improvement Area; and

WHEREAS, the Downtown Ratepayer Advisory Board has recommended changes to certain assessment rates within the Downtown Parking and Business Improvement Area identified in this resolution.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE SPOKANE CITY COUNCIL THAT:

1. The City Council declares its intentions to change certain assessment rates within the Downtown Parking and Business Improvement Area pursuant to RCW 35.87A.140 to include the following:
  - a) a change to the assessment rate to residential condominium to a flat fee of \$215;
  - b) an increase to the assessment rate to hotel room rates from \$20 to \$30 dollars;
  - c) an increase to the assessment rate for all flat-fee assessments from \$90 to \$110;
  - d) an adjustment to all flat-fee assessments based upon changes in the consumer price index;
  - e) an adjustment to the exemption to non-profit by providing the exemption to non-profits that are recognized by the IRS as a 501(c) (3) organization; and
  - f) assess hotel parking that is accessible to the public.
2. A public hearing before the City Council to take public testimony and to consider proposed changes shall be held on November 12, 2018 beginning at 6:00 P.M. in the City Council Chambers in the lower level of City Hall located at 808 W. Spokane Falls Blvd.

ADOPTED by the City Council this \_\_\_\_\_ day of October, 2018.



---

City Clerk

Approved as to form:

---

Assistant City Attorney

**Agenda Sheet for City Council Meeting of:**

10/22/2018

Date Rec'd

10/10/2018

Clerk's File #

RES 2018-0088

Renews #

Submitting Dept

PLANNING

Cross Ref #

Contact Name/Phone

MIKE PICCOLO 625-6225

Project #

Contact E-Mail

MPICCOLO@SPOKANECITY.ORG

Bid #Agenda Item Type

Resolutions

Requisition #Agenda Item Name

0650 - RESOLUTION OF INTENTION TO MODIFY THE BOUNDARIES OF THE

Agenda Wording

A resolution declaring the intention to expand the boundary of the Downtown Parking and Business Improvement Area to include additional property in the northwest quadrant.

Summary (Background)

To finance the programs authorized in the BID, the City levies an annual assessment upon the businesses, real properties, multi-family residential, mixed-use projects, hotels, motels, and governmental property within the BID. This resolution would expand the boundary of the BID from Broadway Avenue north to Mallon Avenue and from Post Street west to Monroe Street as depicted on the attached map.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

ApprovalsCouncil NotificationsDept Head

TRAUTMAN, HEATHER

Study SessionDivision Director

TRAUTMAN, HEATHER

Other

Urban Experience

Finance

HUGHES, MICHELLE

Distribution ListLegal

PICCOLO, MIKE

cgreen@spokanecity.org

For the Mayor

SANDERS, THERESA

mpiccolo@spokanecity.org

Additional Approvals

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Purchasing

mrichard@downtownspokane.net

CITY COUNCIL

MCDANIEL, ADAM

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jhensley@spokanecity.org

sbishop@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

All affected property owners will be provided notice of the proposed expansion and will be given an opportunity to make comments and/or objections at a public hearing on November 12, 2018.

| Fiscal Impact            |    | Budget Account |   |
|--------------------------|----|----------------|---|
| Select                   | \$ |                | # |
| Select                   | \$ |                | # |
| Distribution List        |    |                |   |
| tsanders@spokanecity.org |    |                |   |
|                          |    |                |   |
|                          |    |                |   |
|                          |    |                |   |

**RESOLUTION NO. 2018-0088**

**A RESOLUTION OF INTENTION TO MODIFY THE BOUNDARIES OF THE DOWNTOWN PARKING AND BUSINESS IMPROVEMENT AREA**

WHEREAS, RCW 35.87A.070 authorizes the City Council to take legislative action to modify the boundaries of the Downtown Parking and Business Improvement Area; and

WHEREAS, the Downtown Ratepayer Advisory Board has recommended a modest expansion of the Downtown Parking and Business Improvement Area to the northwest quadrant of the boundary in order to create greater equity among ratepayers, to allow services currently requested by private owners in the area and to simplify the boundary.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE SPOKANE CITY COUNCIL THAT:

1. The City Council declares its intentions to modify the boundary of the Downtown Parking and Business Improvement Area pursuant to RCW 35.87A.070 to expand the boundary from Broadway Avenue north to Mallon Avenue and from Post Street west to Monroe Street as further depicted on the attached map.
2. A public hearing before the City Council to take public testimony and to consider proposed modification shall be held on November 12, 2018 starting at 6:00 P.M. in the City Council Chambers in the lower level of City Hall located at 808 W. Spokane Falls Blvd.
3. The City Clerk is directed to publish notice of this resolution of intent in a newspaper of general circulation and staff is directed to mail a copy of the resolution to each business and multifamily residential or mixed use project in the proposed modified area at least ten days before the November 12, 2018 hearing date.

ADOPTED by the City Council this \_\_\_\_\_ day of October, 2018.

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

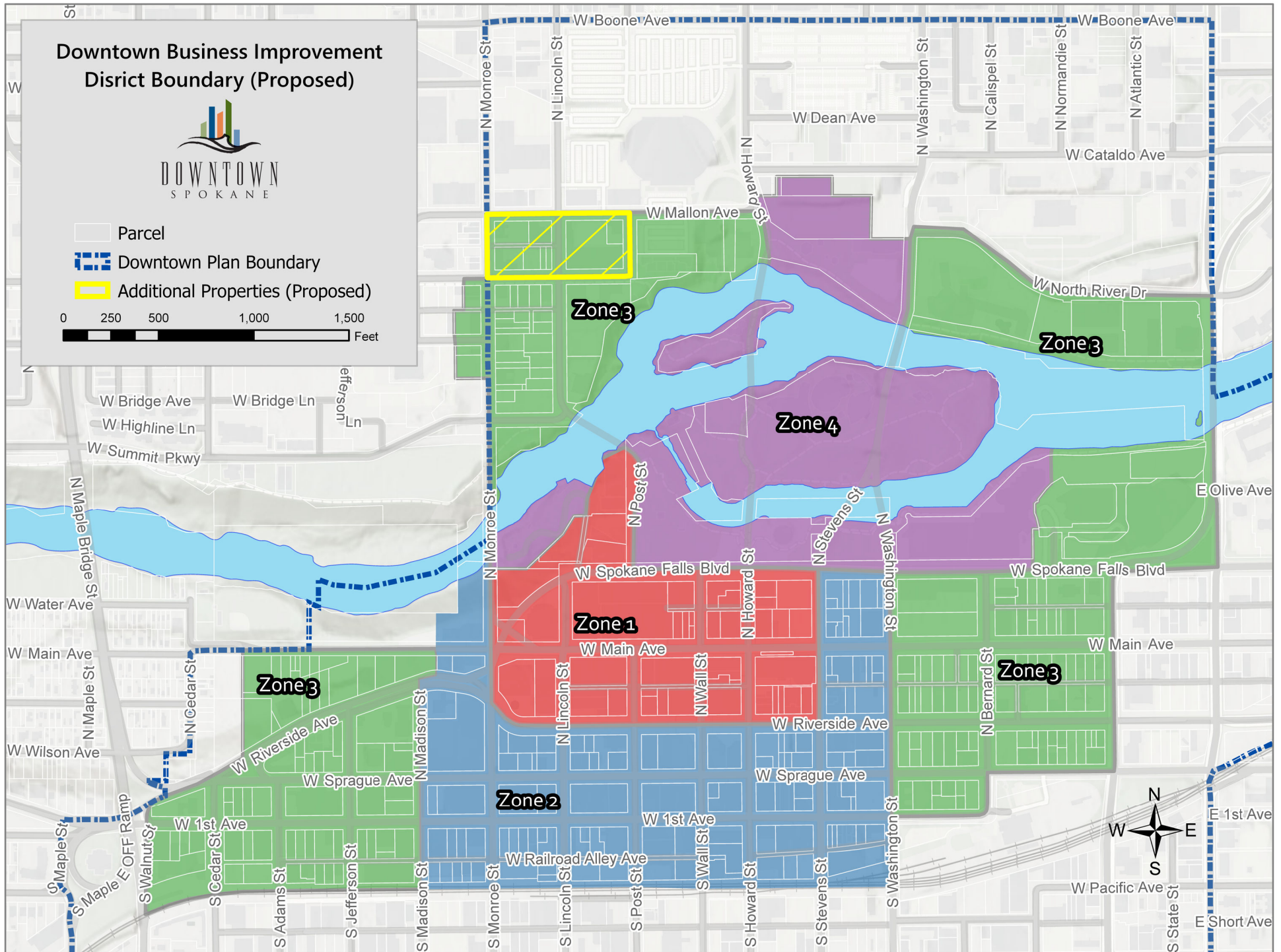
Approved as to form:

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

# Downtown Business Improvement District Boundary (Proposed)



- Parcel
  - Downtown Plan Boundary
  - Additional Properties (Proposed)
- 0 250 500 1,000 1,500 Feet



**Agenda Sheet for City Council Meeting of:**

10/22/2018

Date Rec'd

10/9/2018

Clerk's File #

RES 2018-0089

Renews #Submitting Dept

CITY COUNCIL

Cross Ref #Contact Name/PhoneBREEAN 6256269  
BEGGS/BEN  
STUCKARTProject #Contact E-Mail

AMCDANIEL@SPOKANECITY.ORG

Bid #Agenda Item Type

Resolutions

Requisition #Agenda Item Name

0320 RESOLUTION DESIGNATING SPOKANE INTERMODAL FACILITY AS NON-PUBLIC AREA

Agenda Wording

A resolution designating the entire Spokane Intermodal Facility and property at 221 W. 1st Avenue as a non-public area.

Summary (Background)

This resolution designates the entire property at 221 West 1st Avenue, known as the Spokane Intermodal Facility, as a non-public area.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

MCDANIEL, ADAM

Study Session

10/11/18

Division DirectorOtherFinance

BUSTOS, KIM

Distribution ListLegal

DALTON, PAT

Ed Lukas

For the Mayor

SANDERS, THERESA

mormsby@spokanecity.org

Additional Approvals

bbeggs@spokanecity.org

Purchasing

bstuckart@spokanecity.org

CITY COUNCIL

MCDANIEL, ADAM

amcdaniel@spokanecity.org

RESOLUTION NO. 2018-0089

A resolution designating the entire Spokane Intermodal Facility and property at 221 W. 1<sup>st</sup> Avenue as a non-public area.

WHEREAS, the City of Spokane owns the Spokane Intermodal Facility at 221 West 1<sup>st</sup> Avenue in downtown Spokane; and

WHEREAS, the City of Spokane has the authority to adopt rules and regulations for the Spokane Intermodal Facility; and

WHEREAS, the Spokane Intermodal Facility is the location of the Spokane Police Department Downtown Precinct, Amtrak, Greyhound, Spokane Regional Transportation Management Center, City of Spokane Parking Services, and other sublease holders; and

WHEREAS, individuals must have a ticket or express permission by a city employee or an employee of a tenant in the Spokane Intermodal Facility on an individual basis to utilize and access the facility; and

WHEREAS, the City of Spokane is committed to ensuring the safety, health, and well-being of all residents and visitors to the Spokane Intermodal Facility;

NOW, THEREFORE, BE IT RESOLVED BY THE SPOKANE CITY COUNCIL that the City of Spokane designates the entire Spokane Intermodal Facility and property at 221 West 1<sup>st</sup> Avenue as a non-public area in accordance with SMC 12.05.

PASSED by the City Council on \_\_\_\_\_.

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

Attest:

Approved as to form:

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

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

\_\_\_\_\_

\_\_\_\_\_

Mayor

Date

---

Effective Date



## Briefing Paper Study Session

|   |  |
|---|--|
| <b>Division &amp; Department:</b>   | City Council   |
| <b>Subject:</b>   | Resolution Designating Spokane Intermodal Facility as Non-Public Area  |
| <b>Date:</b>  | 10/11/18   |
| <b>Contact (email &amp; phone):</b>   | Breean Beggs/Ben Stuckart/amcdaniel@spokanecity.org/509-625-6269   |
| <b>City Council Sponsor:</b>  | Breean Beggs/Ben Stuckart  |
| <b>Executive Sponsor:</b>   | None   |
| <b>Committee(s) Impacted:</b>   | Finance & Administration; PIES; Public Safety  |
| <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)  | Ordinance C35681 (proposed)<br>OPR 1994-0890 – Greyhound Line Lease with City of Spokane<br>OPR 1994-0837 – Amtrak Lease with City of Spokane<br>OPR 2017-0299 – Parking Meter Revenue Fund Lease with City of Spokane<br>OPR 2016-0282 – Spokane Regional Transportation Management Center Lease with City of Spokane<br>OPR 2016-0570 – Contract with Goodale & Barbieri Company for property management services at the Spokane Intermodal Facility |
| <b>Strategic Initiative:</b>  | N/A  |
| <b>Deadline:</b>  | Filed to be considered on October 22 <sup>nd</sup> 2018 with Ordinance C35681  |
| <b>Outcome:</b> (deliverables, delivery duties, milestones to meet)   | The Spokane Intermodal Facility will be officially designated a non-public area.   |
| <b><u>Background/History:</u></b><br><br><p>The City of Spokane owns the property at 221 West 1<sup>st</sup> Avenue known as the Spokane Intermodal Facility. The Spokane Intermodal Facility is considered a non-public area by the Spokane Police Department, tenants of the facility, and the property managers of the facility. To utilize the Spokane Intermodal Facility, an individual must have a ticket (or be utilizing the facility to get a ticket) from transportation providers or must have express permission from other tenants of the facility. This facility houses the Spokane Police Department's Downtown Precinct, National Railroad Passenger Corporation (Amtrak), Greyhound Lines Inc. (including Northwest Stage Lines/Northwestern Trailways), Spokane Regional Transportation Management Center<sup>1</sup>, City of Spokane Parking Services, and other sublease holders. This city property is currently managed by the Goodale &amp; Barbieri Company.</p> <p>Ordinance C35681 (proposed) will allow the Director of Asset Management and the Spokane City Council to designate areas of City facilities as non-public or restricted areas due to employee and resident safety concerns, inaccessibility, city asset security, and for purposes of complying with <a href="#">Spokane Municipal Code 12.05</a>.</p> |  |

<sup>1</sup> Spokane Regional Transportation Council (SRTC) is no longer in the Spokane Intermodal Facility. The computer control system remains in a small portion of the third floor.

**Executive Summary:**

This resolution designates the entire property at 221 West 1<sup>st</sup> Avenue, known as the Spokane Intermodal Facility, as a non-public area.

**Budget Impact:**

TOTAL COST: N/A

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.): N/A

**Operations Impact:**

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

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

Specify changes required: None

Known challenges/barriers: None



OFFICE OF THE CITY CLERK  
808 W. SPOKANE FALLS BLVD.  
SPOKANE, WASHINGTON 99201-3342  
509.625.6350

## TRANSMITTAL OF FIRST READING ORDINANCE

DATE: October 10, 2018

TO: Eric Johnson  
Engineering Services

Clerk's File No.  
ORD C35521

FROM: Terri Pfister, City Clerk

RE: Amending Ordinance C14765 vacating Rich Avenue, in the City of Spokane, from Market Street to Haven Street and Longfellow Avenue from ~~Market~~ Market Street to Haven Street.

---

Attached is a copy of Ordinance C35521 amending Ordinance C14765 for vacation of:

Rich Avenue, in the City of Spokane, from Market Street to Haven Street and Longfellow Avenue from ~~Market~~ Market Street to Haven Street.

This ordinance was read for the first time on July 10, 2017, and will be read for the final time when the necessary conditions have been met and this transmittal, signed and dated by the Engineering Services Director, is returned to the City Clerk's Office.

Terri Pfister  
City Clerk

10/10/2018  
Date

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Precedent conditions have been met and Ordinance C35521 is hereby returned for Final Reading.

Eldon Brown  
Principal Engineer – Developer Services

Dated: 10/10/18



OFFICE OF THE CITY CLERK  
808 W. SPOKANE FALLS BLVD.  
SPOKANE, WASHINGTON 99201-3342  
509.625.6350

July 10, 2017

City Clerk File No.:  
ORD C35521

COUNCIL ACTION MEMORANDUM

RE: FINAL READING ORDINANCE C35521 AMENDING ORDINANCE C14765  
VACATING RICH AVENUE, IN THE CITY OF SPOKANE FROM MARKET  
STREET TO HAVEN STREET AND LONGFELLOW AVENUE FROM MARKET  
STREET TO HAVEN STREET

During its 6:00 p.m. Legislative Session held Monday, July 10, 2017, the Spokane City Council took the following action:

**Motion** by Council Member Fagan, seconded by Council Member Waldref, **to defer indefinitely** Final Reading of Ordinance C35521 (and bring it back when staff indicates it's ready to come back as a final reading); **carried unanimously.**

Terri L. Pfister, MMC  
Spokane City Clerk



**Agenda Sheet for City Council Meeting of:**

07/10/2017

|                       |            |
|-----------------------|------------|
| <b>Date Rec'd</b>     | 6/19/2017  |
| <b>Clerk's File #</b> | ORD C35521 |
| <b>Renews #</b>       |            |
| <b>Cross Ref #</b>    |            |
| <b>Project #</b>      |            |
| <b>Bid #</b>          |            |
| <b>Requisition #</b>  |            |

|                           |  |
|---------------------------|--|
| <b>Submitting Dept</b>    | DEVELOPER SERVICES CENTER                        |
| <b>Contact Name/Phone</b> | ELDON BROWN 625-6305                             |
| <b>Contact E-Mail</b>     | EBROWN@SPOKANECITY.ORG                           |
| <b>Agenda Item Type</b>   | First Reading Ordinance                          |
| <b>Agenda Item Name</b>   | 4700 - DEVELOPER SERVICES - RICH AVENUE VACATION |

**Agenda Wording**

An ordinance amending C-14765 vacating Rich Avenue from Market Street to Haven Street and Longfellow Avenue from Market Street to Haven Street. (Bemiss and Hillyard Neighborhood Councils)

**Summary (Background)**

City Council passed the vacation Ordinance on December 24, 1956. At that time an easement was retained to protect a City water main in Rich Avenue from Market Street to Haven Street. The developer of the adjacent site has construction plans to move the water main. Final ordinance reading to hold off until construction is completed and approved.

| <b>Fiscal Impact</b>        |                    | <b>Budget Account</b>        |            |
|-----------------------------|--------------------|------------------------------|------------|
| Neutral                     | \$                 | #                            |            |
| Select                      | \$                 | #                            |            |
| Select                      | \$                 | #                            |            |
| Select                      | \$                 | #                            |            |
| <b>Approvals</b>            |                    | <b>Council Notifications</b> |            |
| <b>Dept Head</b>            | WEST, JACQUE       | <b>Study Session</b>         |            |
| <b>Division Director</b>    | MALLAHAN, JONATHAN | <b>Other</b>                 | PED 6/5/17 |
| <b>Finance</b>              | ORLOB, KIMBERLY    | <b>Distribution List</b>     |            |
| <b>Legal</b>                | RICHMAN, JAMES     | Engineering Admin            |            |
| <b>For the Mayor</b>        | DUNIVANT, TIMOTHY  | sbishop@spokanecity.org      |            |
| <b>Additional Approvals</b> |                    | ebrown@spokanecity.org       |            |
| <b>Purchasing</b>           |                    | edjohnson@spokanecity.org    |            |
|                             |                    | htrautman@spokanecity.org    |            |
|                             |                    |                              |            |
|                             |                    |                              |            |

FIRST READING OF THE ABOVE  
ORDINANCE HELD ON

7/10/2017  
AND FURTHER ACTION WAS DEFERRED

  
CITY CLERK

City of Spokane  
Department of Engineering Services  
808 West Spokane Falls Blvd.  
Spokane, WA 99201-3343  
(509) 625-6700

ORDINANCE NO. C35521

An ordinance amending Ordinance C-14765 vacating Rich Avenue, in the City of Spokane from Market Street to Haven Street and Longfellow Avenue from Market Street to Haven Street.

The City of Spokane does ordain:

Section 1. That Rich Avenue, in the City of Spokane from Market Street to Haven Street, and Longfellow Avenue from Market Street to Haven Street, be, and the same are hereby vacated; ~~provided, however, the City of Spokane hereby reserves unto itself an easement in said vacated Rich Avenue for the maintenance, repair or reconstruction of an existing water main therein and providing that no structures shall be erected within said vacated area.~~

Section 2. This ordinance shall take effect and be in force thirty days from and after its passage.

Passed the City Council December 24, 1956.

Passed the City Council \_\_\_\_\_

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

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

Approved as to Form:

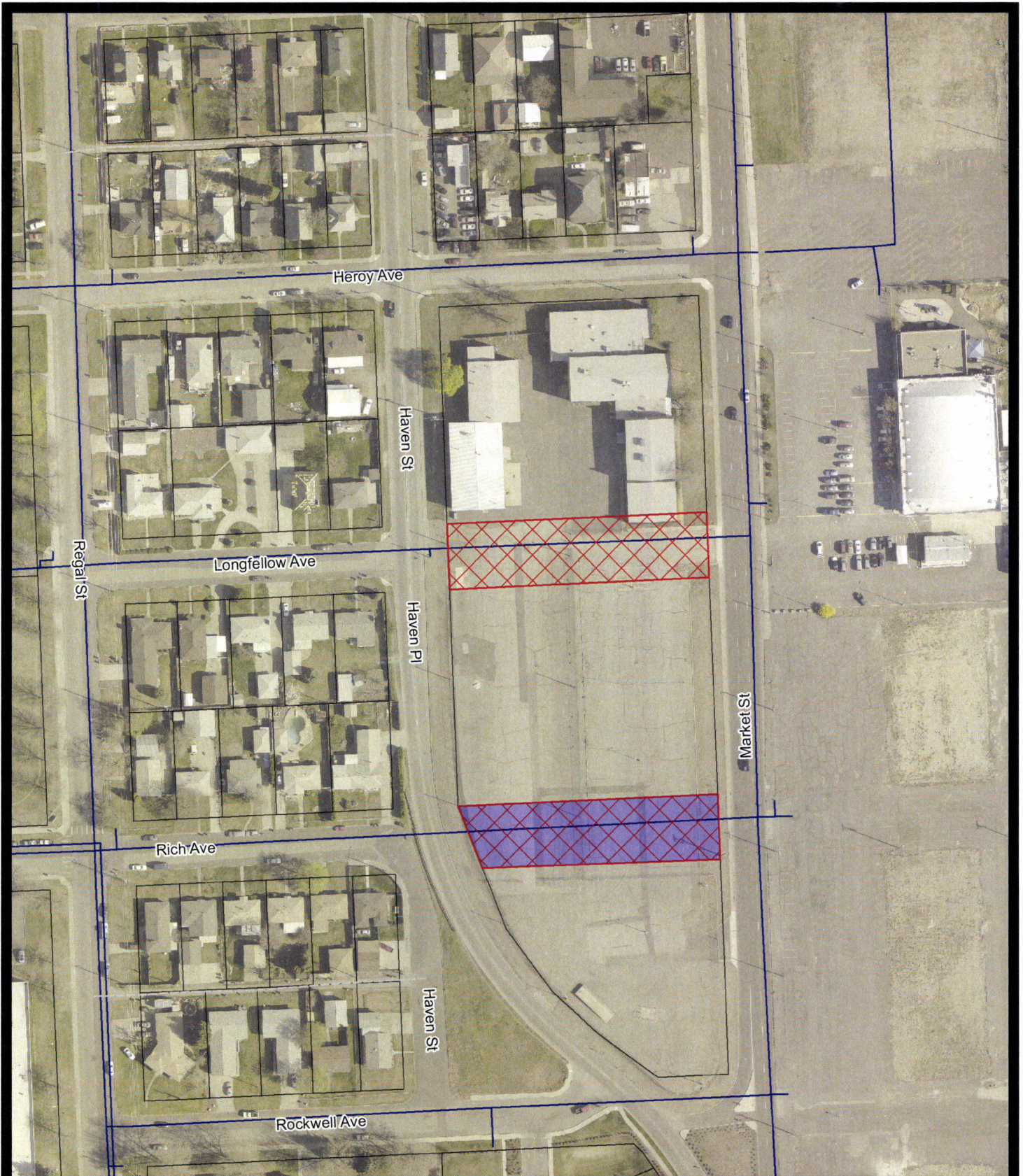
\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor





Date: \_\_\_\_\_

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

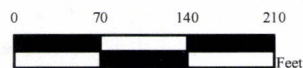




### Legend

-  Easement Area
-  Water Mains
-  Vacation Area
-  Property Lines

### Vacation Amendment to Release an Easement



**ORD C14765**



SPokane, WA  
The information displayed on this map is a computer-generated map and is not a substitute for a survey. The information is provided for informational purposes only. The user assumes all responsibility for the accuracy of the information displayed on this map.

Printed by: edjohnson  
Print date: 5/15/2017