

CITY OF SPOKANE



NOTICE

REGARDING CITY COUNCIL MEETINGS

Notice is hereby given that, pursuant to Governor Jay Inslee's Fourth Updated Proclamation 20-28.4, dated May 29, 2020, all public meetings subject to the Open Public Meetings Act, Chapter 42.30 RCW, are to be held remotely and that the in-person attendance requirement in RCW 42.30.030 has been suspended until at least through July 1, 2020.

Temporarily and until further notice, the public's ability to attend City Council meetings is by remote access only. In-person attendance is not permitted at this time. The public is encouraged to tune in to the meeting as noted below.

Public comment will be taken virtually on legislative items during the 6:00 p.m. Legislative Session on June 29, 2020. Open Forum will not be held and all testimony must be related to the legislative items on the agenda.

The regularly scheduled Spokane City Council 3:30 p.m. Briefing Session and 6:00 p.m. Legislative Session will be held virtually and streamed live online and airing on City Cable 5. Some members of the City Council and City staff will be attending virtually. The public is encouraged to tune in to the meeting live on Channel 5, at <https://my.spokanecity.org/citycable5/live>, or by calling _____ and entering the access code _____ when prompted; meeting password is _____. (Note: Blanks will be filled in when the "Advance" Agenda is converted to "Current".)

To participate in virtual public comment:

Sign up to give testimony at <https://forms.gle/RtcIKb2tju6322BB7>. You must sign up in order to be called on to testify. The form will be open at 5:00 p.m. on Monday, June 29, 2020, and will close at 6:00 p.m. At 6:00 p.m., you will call in to the meeting using the information above. When it is your turn to testify, Council President will call your name and direct you to hit *3 on your phone to ask to be unmuted. The system will alert you when you have been unmuted and you can begin giving your testimony. When you are done, you will need to hit *3 again.

**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 the first open forum more often than once per calendar 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 and items not currently on the current or advance Council agendas. No person shall be permitted to speak in open forum 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 from residents of the City of Spokane, no person shall be permitted to speak at the first open forum more often than once per calendar month. Any person may speak at the second open forum if they have not yet spoken in that meeting's first open forum or concerning any agenda item at that day's meeting, unless the meeting is that person's first address at open forum in that month.. There is no limit on the number of regular legislative agenda 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 2.7 SERVICE ANIMALS AT CITY COUNCIL MEETINGS

- B. Service animals must, at all times while present in a City Council meeting, be harnessed, leashed, or tethered, unless these devices interfere with the service animal's work or the individual's disability prevents using these devices, in which case, the individual must maintain control of the animal through voice, signal, or other effective controls.

Rule 5.3 PARTICIPATION OF MEMBERS OF THE PUBLIC IN COUNCIL MEETINGS

- A. Members of the public may address the Council regarding items on the Council's legislative agenda, special consideration items, hearing items, and other items before the City Council requiring Council action that are not adjudicatory or administrative in nature. This rule shall not limit the public's right to speak during the open forum.
- B. No member of the public 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 and provide their city of residence as a condition of recognition. In order for a Council member to be recognized by the Chair for the purpose of obtaining the floor, the Council member shall either raise a hand or depress the call button on the dais until recognized by the Council President.
- C. Each person speaking at the public microphone shall verbally identify themselves by name, city of residence, and, if appropriate, representative capacity.
- D. Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded and documents submitted for the record are identified and marked by the Clerk.
- E. In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, no modes of expression not provided by these rules, including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language, or personal insults will be permitted.
- F. A speaker asserting a statement of fact may be asked to document and identify the sources of the factual datum being asserted.

- G. When addressing the Council, members of the public shall direct all remarks to the Council President and shall confine remarks to the matters that are specifically before the Council at that time.
- H. When any person, including members of the public, City staff, and others, are addressing the Council, Council members shall observe the same decorum and process, as the rules require among the members inter se. That is, a Council member shall not engage the person addressing the Council in colloquy, but shall speak only when granted the floor by the Council President. All persons and/or Council members shall not interrupt one another. The duty of mutual respect set forth in Rule 1.2 and the rules governing debate set forth in Robert's Rules of Order, newly revised, shall extend to all speakers before the City Council. The City Council Policy Advisor and/or City Attorney shall, with the assistance of Council staff, assist the Council President to ensure that all individuals desiring to speak shall be identified, appropriately recognized, and provided the opportunity to speak.

Rule 5.4 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS – TIME LIMITS

- A. 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 their discretion, the Chair determines that, because of the number of speakers signed up to testify, less time will be needed for each speaker in order to accommodate all 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 items on the Council's consent agenda, amendments to legislative agenda items, or procedural, parliamentary, or administrative matters of the Council, including amendments to these Rules.
- 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 their 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 allotted time between or among themselves.
 - c. Following the presentation of the proponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the proponents 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 amount of time which was allotted to the proponents.
 - e. Following the presentation by the opponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the opponents who wishes to speak on behalf of the opponents' position.
 - f. Up to ten (10) minutes of rebuttal time shall be granted to the designated
 - 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 (3) minutes to present their 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 there to 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, JUNE 29, 2020

MISSION STATEMENT

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

MAYOR NADINE WOODWARD

COUNCIL PRESIDENT BREEAN BEGGS

COUNCIL MEMBER KATE BURKE

COUNCIL MEMBER LORI KINNEAR

COUNCIL MEMBER KAREN STRATTON

COUNCIL MEMBER MICHAEL CATHCART

COUNCIL MEMBER CANDACE MUMM

COUNCIL MEMBER BETSY WILKERSON

**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.

ADDRESSING THE COUNCIL

- No member of the public 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 and provide their city of residence as a condition of recognition.
- Each person speaking at the public microphone shall verbally identify themselves by name, city of residency 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, no modes of expression including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language or personal insults will 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 by accessing the City website at www.spokanecity.org.

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. Collective Bargaining Agreement between the Spokane Police Guild and the City of Spokane to govern the period from 2017-2020—\$6,219,000. (Deferred from June 15, 2020, Agenda) (Relates to Special Budget Ordinance C35912.)
Council Member Kinnear | Approve | OPR 2020-0514 |
| 2. Value Blanket Renewal with Keller Supply Co. (Spokane) for backflow prevention devices—\$125,000 (incl. tax).
Loren Searl | Approve | OPR 2017-0488
BID 4366-17 |
| 3. Value Blanket Order Renewals, Nos. 1 of 4, with: | Approve
All | |
| a. Traffic Safety Supply Co. (Portland, OR) for Perforated Square Steel Tubing—\$60,000. | | OPR 2019-0312
RFQ 781-19 |
| b. Ennis-Flint Trading Co (Greensboro, NC) for Thermoplastic Products—\$85,000.
Clint Harris | | OPR 2019-0313
RFQ 783-19 |

- | | | | |
|-----|--|---------|---|
| 4. | Contract Extension with PMWeb, Inc. (Wakefield, MA) for continued professional services of the Capital Project Management Software. July 1, 2020, through June 30, 2021—not to exceed \$100,000.
Michael Sloon | Approve | OPR 2019-0457
RFP 4196-16 |
| 5. | Contract Amendment/Extension with Journal Technologies, Inc. (Logan, UT) for Justware Case Management Software annual maintenance, support, and upgrades from January 1, 2020, through December 31, 2020—\$120,761.95 (incl. tax).
Michael Sloon | Approve | OPR 2016-0267 |
| 6. | Low Bid of Halme Construction, Inc. (Spokane) for North South Corridor Regal, Cleveland, Grace, Greene, Jackson, Ralph Water & Sewer Replacement and Casings—\$4,227,366.91 (plus tax). An administrative reserve of \$422,736.70 plus tax, which is 10% of the contract price will be set aside.
Dan Buller | Approve | OPR 2020-0547
ENG 2017156
ENG 2019156 |
| 7. | Contract Extension with MurraySmith, Inc. (Spokane) for the Central Ave. Well #2 project—\$6,000.
Dan Buller | Approve | PRO 2017-0018
ENG 2016133 |
| 8. | Contract and Value Blanket Renewal with Western Systems & Fabrication (Spokane Valley, WA) for as-needed purchases of Subsite Electronics video pipeline equipment and replacement parts, as well as repair services—not to exceed \$130,000 annually (incl. tax).
Mike Lowdon | Approve | OPR 2018-0424 |
| 9. | One year Contract Extension with Duncan Parking Technologies, Inc. (DPT), a subsidiary of CivicSmart, Inc. (Milwaukee, WI) for support and services for DPT Duncan Liberty meters for Parking Services—\$48,000.
Kris Becker | Approve | OPR 2013-0460
BID 3918-13 |
| 10. | Six-Year Wastewater Program; Integrated Clean Water Plan; Wastewater and Stormwater Collection System SCADA Master Plan—\$298,893.35.
Marcia Davis | Approve | OPR 2020-0548
ENG 2017125 |
| 11. | Interagency Agreement with the Washington State Department of Commerce to receive reimbursement of eligible expenditures related to the COVID-19 response—\$6,660,000 (revenue). (CARES Act)
Sally Stopher | Approve | OPR 2020-0549 |
| 12. | Acceptance of the U.S. Department of Housing and Urban Development Emergency Solutions Grant and approval to subaward funds to eligible organizations through the COVID-19 Request For Proposal—\$991,359. (Relates to Special Budget Ordinance C35916)
Matt Davis | Approve | OPR 2020-0550 |

13. Acceptance of the Department of Justice Award to the Spokane Police Department regarding special COVID-19 funding—\$391,333. (Relates to Special Budget Ordinance C35917) **Jennifer Hammond** Approve OPR 2020-0551
14. Report of the Mayor of pending: Approve & Authorize Payments CPR 2020-0002
- a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2020, 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_____, 2020: \$_____. CPR 2020-0003
15. City Council Meeting Minutes: _____, 2020. Approve All CPR 2020-0013

EXECUTIVE SESSION

(Closed Session of Council)

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

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.

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)

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

APPOINTMENTS

RECOMMENDATION

Spokane Human Rights Commission: Two Appointments Confirm CPR 1991-0068

ADMINISTRATIVE REPORT

COUNCIL COMMITTEE REPORTS

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

OPEN FORUM – WILL NOT BE HELD

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinances amending Ordinance No. C35857 passed by the City Council December 16, 2019, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2020, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2020, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

ORD C35912 General Fund
FROM: Unappropriated Reserves, \$6,219,000;
TO: Various Accounts, same amount.

(This action budgets for prior year costs related to the recently approved Police Guild contract.) (Deferred from June 15, 2020, Agenda)
(Relates to Consent Agenda Item No. 1) (Council Sponsor: Council Member Kinnear)

Paul Ingjosi

ORD C35916 **HUD ESG COVID-19**
FROM: Contractual Services, \$991,359;
TO: HUD ESG COVID-19 Various Accounts, same amount.

(This action provides funding to prevent, prepare for, and respond to the coronavirus pandemic among individuals and families who are homeless or receiving homeless assistance and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19) (Relates to Consent Agenda Item No. 12)

Timothy Sigler

ORD C35917 **Public Safety & Judicial Grants Fund**
From: Public Safety & Judicial Grants Fund, \$391,333;
To: Various accounts, same amount.

(This action allows budgeting for acceptance of Department of Justice Grant Funds to cover COVID 19 Public Safety costs.) (Relates to Consent Agenda Item No. 13)

Jennifer Hammond

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2020-0024 **Declaring Dresser Rand Company (Seattle, WA) a sole source provider**
(revised) **and authorizing the City to enter into a Value Blanket order for the**
 maintenance, service and product supplies necessary for the
 Condensing Steam Turbine Generator Drive Package, Serial No. D0823
 for a five-year period—\$100,000 annually without public bidding.

Chris Averyt

NO FIRST READING ORDINANCES

NO SPECIAL CONSIDERATIONS

NO HEARINGS

Motion to Approve Advance Agenda for June 29, 2020
(per Council Rule 2.1.2)

OPEN FORUM – WILL NOT BE HELD

ADJOURNMENT

The June 29, 2020, Regular Legislative Session of the City Council will be held and is adjourned to July 13, 2020.

Note: The regularly scheduled City Council meeting for Monday, July 6, 2020, has been canceled.

NOTES

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

06/15/2020

<u>Date Rec'd</u>	6/5/2020
<u>Clerk's File #</u>	OPR 2020-0514
<u>Renews #</u>	

<u>Submitting Dept</u>	CITY COUNCIL	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	LORI KINNEAR 625-6261	<u>Project #</u>	
<u>Contact E-Mail</u>	LKINNEAR@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0320 - POLICE GUILD CONTRACT - 2017-2020		

Agenda Wording

Collective bargaining agreement between the Spokane Police Guild and the City of Spokane to govern the period from 2017-2020. Relates to SBO for Police Guild Contract.

Summary (Background)

The Mayor has negotiated a tentative agreement with the Police Guild and is presenting the agreement to the City Council for its consideration. The attached document is the final draft of a collective bargaining agreement between the Spokane Police Guild and the City of Spokane, to govern the period from 2017-2020, to succeed the prior agreement which expired at the end of 2016. This item accompanies the special budget ordinance concerning retroactive pay.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Expense	\$ 6,219,000	# 0680-XXXXX-XXXXX [Police]
Select	\$	#
Select	\$	#
Select	\$	#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	MCCLATCHEY, BRIAN	<u>Study Session\Other</u> various since 2017
<u>Division Director</u>		<u>Council Sponsor</u> CM Kinnear
<u>Finance</u>	HUGHES, MICHELLE	<u>Distribution List</u>
<u>Legal</u>	PICCOLO, MIKE	wcrago@spokanecity.org
<u>For the Mayor</u>	COTE, BRANDY	mormsby@spokanecity.org
<u>Additional Approvals</u>		
<u>Purchasing</u>		

AGREEMENT

between

CITY OF SPOKANE

and

SPOKANE POLICE GUILD

(201~~2-2016~~7-2020)

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PREAMBLE

This Agreement entered into by the City of Spokane, Washington, hereinafter referred to as the City and the Spokane Police Guild, hereinafter referred to as the Guild, has as its purpose the promotion of harmonious relations between the City and the Guild and the establishment of an equitable and peaceful procedure for the resolution of differences.

EMBODIMENT

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement, each voluntarily and unqualifiedly waive the right, and each agree that the other shall not be obligated to bargain collectively with respect to any known subject or matter not specifically referred to or covered in this Agreement.

LABOR MANAGEMENT MEETINGS

It is mutually agreed that the City Management and the Police Guild shall work together individually and collectively to provide the public with efficient and courteous service, to encourage good attendance of employees and to promote a climate of labor relations that will aid in achieving a high level of efficiency in the Spokane Police Department.

ARTICLE 1 – RECOGNITION

The City recognizes the Guild as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all of its commissioned police employees with the exception of the Chief of Police, Assistant Police Chiefs, Majors, Directors, Captains, and Lieutenants.

ARTICLE 2 - CONDITIONS AND DURATION OF AGREEMENT – TERMINATION

This Agreement shall be in effect as of the first day of January 201~~7~~62 and shall remain in full force and effect through the thirty-first day of December 20~~21~~6.

This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph. In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than thirty (30) days prior to the desired termination date, which date shall not be before the expiration of this contract.

ARTICLE 3 - EMPLOYER RESPONSIBILITIES

Management Rights - The Guild recognizes the City's rights concerned with efficient management and operation of the department are exclusively that of the City Police Department Administration unless otherwise provided through the terms of this Agreement or by operation of RCW 41.56. In addition, management has the right to assign work within the bargaining unit and to determine the number of personnel to be assigned at any time and to perform all of the functions not otherwise expressly limited by this Agreement or applicable law.

The Guild recognizes that an area of responsibility must be reserved to management if it is to function effectively. In recognition of this principle, it is agreed that the following responsibilities are not subject to collective bargaining and are management responsibilities of the City. Unless specifically modified by sections in this Agreement, management retains the exclusive right to:

1. Determine the management of the organization, and the selection, retention, and promotion for occupations not within the scope of this Agreement.
2. Direct employees of the bargaining unit in the performance of their official duties.
3. To hire, assign, transfer and evaluate employees in positions in the bargaining unit;

provided that disciplinary transfers must be for just cause; and to suspend, demote, discharge, or take other disciplinary action against such employees for just cause.

4. To determine the methods, means and equipment by which departmental operations are to be conducted, provided that this section shall not extend to assigning work outside of the bargaining unit.
5. To take whatever actions may be necessary to carry out police functions in emergency situations.
6. To determine the necessity of overtime and the amount thereof, provided that the City shall pay for all time worked.
7. To maintain efficiency of government operations entrusted to management.
8. To assign employees to specific jobs, determine job content and/or duties and to consolidate jobs within the bargaining unit.
9. To lay off employees in accordance with current Civil Service Rules.

The above listing of specific management rights is not intended nor shall be considered restrictive or, act as a waiver of any rights of the City not listed herein. Such inherent management responsibilities are not subject to arbitration and shall remain exclusively with the City except as they may be shared with the Guild by specific provisions of the Agreement.

ARTICLE 4 – CHECKOFF

The City agrees to deduct the Guild membership initiation fee, assessments, and, once each month, Guild dues from the pay of those employees who individually request in writing that such deduction be made. The type of deduction cards to be used shall be certified to the City by the Treasurer of the Guild.

ARTICLE 5 - GRIEVANCE PROCEDURE - PERMANENT UMPIRE

Section A - Grievance Procedure Steps

1. Any grievance or dispute which may arise between parties concerning the application, meaning, or interpretation of this Agreement, shall be settled in the manner prescribed by this grievance procedure.
2. A "Grievance" is defined as a claim or dispute by an employee, group of employees, or authorized Guild

representatives concerning the interpretation or application of the provisions of this Agreement. Nothing in this procedure shall prohibit an employee from discussing a complaint directly with his supervisor or department head without representation by the Guild as provided by State Law.

3. Should a subject for claim or dispute arise, there shall be no stoppage of work by employees, but an earnest effort shall be made to settle such claims or disputes promptly and in the manner hereinafter outlined. Prior to initiating a written grievance, an employee shall attempt to resolve the matter with his/her supervisor, or in their absence, with the next person in the chain of command.

Step 1

A grievance may be presented to the Police Chief or designee by a Guild Executive Board Officer or designee within twenty-eight (28) calendar days of the alleged occurrence, in writing, setting forth:

- a. The nature of the grievance;
- b. A statement of the facts upon which the grievance is based;
- c. The provisions of the Agreement allegedly violated, and;
- d. A statement of the relief desired.

Step 2

The Police Chief or designee shall attempt to settle the grievance within twenty-one (21) calendar days after it has been presented.

Step 3

If the grievance is not settled by the Police Chief within the time allowed, it may be presented to the City Administrator, with a copy to the Human Resources Department, by a Guild Executive Board Officer or designee within twenty-one (21) calendar days of the Police Chief's response or the expiration of the time limit in step 2.

Step 4

The City Administrator shall have twenty-one (21) calendar days to review the grievance. If the City Administrator does not respond or otherwise settle the grievance within the twenty-one day period, the grievance may be advanced to step 5 within twenty-one (21) days of the Step 3 response or, if not received

within the allotted time period, the date the response was due.

Step 5

If the grievance is not settled at Step 4, the dispute will be referred to the negotiating committee of both parties. The two committees shall meet within fourteen (14) calendar days to consider the dispute. At that meeting, all pertinent facts and information will be reviewed in an effort to resolve the matter through conciliation. If no satisfactory solution is reached in this step, the matter may be submitted to arbitration within twenty-eight (28) calendar days of the conciliation meeting.

Section B - Arbitration

The parties shall attempt to select an arbitrator by mutual agreement. If the parties have been unable to select an arbitrator within ten (10) days, the Arbitrator shall be selected from a list of names of seven arbitrators obtained from the Federal Mediation and Conciliation Service, using the alternate strike method on a rotating basis from the following panel of arbitrators: Janet Gaunt, Mike Cavanaugh, Alan Krebs, and Howell Lankford. The Arbitrator shall be selected from the list by both the City representative and the Guild's attorney within ten days of the matter being submitted to arbitration of receipt of the list. Each party shall alternatively strike or accept the top name on the list. If both parties accept the arbitrator, that person shall hear the case. Once both parties have had three two strikes/acceptances, the remaining next arbitrator on the list shall hear the case. ~~The selected arbitrator shall move to the bottom of the list for the next arbitration hearing.~~ The arbitrator shall conduct the arbitration within six months of the appointment unless otherwise agreed by the parties. The decision of the arbitrator shall be final and binding on the parties.

1. The Arbitrator shall make his/her own rules of procedure. The Arbitrator shall have no authority to amend, alter, or modify this Agreement or its terms and shall limit his/her decision solely to the interpretation and application of this Agreement.
2. Each grievance or dispute will be submitted separately except when the City and the Police Guild mutually agree to have more than one grievance or dispute submitted to the Arbitrator.
3. The City and the Police Guild shall bear the expense of the Arbitrator and related stenographic expenses on an equal basis.
4. Each party shall bear the costs of their own attorney(s) unless the City either fails to abide by an Arbitration award thereby requiring the Guild to seek judicial enforcement or appeals the same into the courts. In such

an event, this provision shall have no force and effect retroactive to the initiation of the grievance procedure.

5. The decision of the Arbitrator shall be issued within thirty (30) days of the close of the hearing and scheduled receipt of any post-hearing briefs.

Section C - Time Limits

Time limits may be extended by mutual written agreement. Except as otherwise provided herein, if the City fails to comply with any of the above time limits, the matter will be settled in favor of the Guild's last requested remedy. If the aggrieved/Guild fails to comply with any of the above time limits, the grievance is dropped and the City's position sustained. While forfeiture under this clause will finally resolve the matter in dispute, it will not establish a precedent between the parties on issues of contractual interpretation. There shall be no interruption of work while grievances are being resolved.

ARTICLE 6 - CITY SECURITY

Section A

The Guild and the Police Officers agree that during the life of this Agreement they will not cause, encourage, participate in, or support any strike against management or any slowdown or other interruption of or interference with the normal work routine of any law enforcement activities or agencies.

Section B

Violation of any provision of this Article by the Guild shall be cause for the City terminating this Agreement upon the giving of written notice to this effect to the President of the Guild in addition to whatever other remedies may be available to the City at law or in equity.

Section C

Violation of any of the provisions of this Article by any Police Officer shall be cause for the immediate discharge of that officer. Except as otherwise provided by law, no Police Officer shall receive any portion of his or her salary while engaging in activity in violation of this Article.

Section D

In the event of a strike, work stoppage, or interference with the operation of the Police Department, the President of the Guild shall within twenty-four (24) hours publicly disavow such strike or work stoppage and request the employees return to work and attempt to bring about prompt resumption of normal operation. Such request shall be made in writing with a

copy of such written request supplied to the City. The Guild shall notify the City within twenty-four (24) hours after the commencement of such work interruption as to the measures taken to comply with the provisions of this Article.

Section E

In the event the provisions of this Article are not complied with, the City may proceed directly to court in order to obtain any and all possible judicial relief, as well as pursuing whatever remedies are available under this Agreement.

Section F

The City agrees that there shall be no lockout of Police Department employees under any circumstances.

ARTICLE 7 – HOLIDAYS

Section A

The following holidays shall be recognized by permanent employees on the days established by the City for that holiday, except that patrol employees shall observe the actual holiday on New Years, Independence Day, and Christmas Day.

1. New Year's Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Thanksgiving Day
6. Friday after Thanksgiving Day
7. Christmas Day
8. Forty hours of Floating Holidays
9. Any day that is designated as a legal holiday by the State Legislature or by a state official who has been granted legal authority to declare such a holiday.

The floating holidays shall be taken at a time mutually agreeable by the employee and the Police Chief within the policy established for this holiday and may be utilized by the hour.

When a holiday falls on an employee's regular day off, the employee will receive compensatory time or pay for that day. An employee on approved paid leave shall be eligible for holiday pay. When a holiday falls during an employee's

regular vacation period, that day will not be charged against the employee's vacation. The manner of compensation will be determined by the Chief of Police.

Those members of the bargaining unit who are normally scheduled to work four ten hour shifts per week but are released from work on a normally scheduled work day in observance of any of the eight specifically designated holidays, will be granted 10 hours of holiday pay. In such situations, an eight (8) hour employee shall receive eight (8) hours of holiday pay. Such holiday pay shall not be charged against any other source of paid leave other than the specific holiday that is observed.

Section B - Work on a Non-Floating Holiday

When an employee takes the day off or is considered non-essential for the holiday, he/she will be paid eight (8), ten (10) or ten and sixty seven hundredths (10.67) hours for the day depending on the employees' work schedule.

When an employee works on any of the holidays listed above, he/she shall be paid eight (8), ten (10) or ten and sixty seven hundredths (10.67) hours of holiday pay depending on the work schedule the employee is assigned to. All employees who work on a designated holiday shall be paid an additional one and one-half (1 ½) times their current regular rate of pay for all hours worked on the holiday. The employee has the option of taking pay or comp for the time worked on the holiday, as provided in Article 9, section C.

Any hours worked that are in excess of the normal shift period will be considered overtime and will be paid at two and one-half (2 ½) times their current regular rate of pay for all overtime hours worked on a holiday. The employee has the option of taking pay or comp for overtime worked on a holiday. The holiday pay (straight time) portion will not be available as compensatory time.

ARTICLE 8 - COURT TIME

Section A

When an officer is required to appear in court outside the regular duty hours, they shall be paid a minimum of two (2) hours, except where such appearance is an extension of the regularly scheduled shift. If an officer is required to appear on the officer's day off or while on vacation, the officer shall be paid a minimum of four (4) hours at the time and one half (1 ½) rate.

Court is defined as any court of law or administrative hearing where the officer is required to appear, including pretrial

conferences with the attorneys representing the prosecution in a criminal case or the City in a civil suit.

Employees who have been served a subpoena shall appear in court unless notified otherwise by the prosecutor or a court official. Prosecutors and court officials cannot authorize stand-by pay. If the need to appear cannot be clarified once the subpoena has been served, employees should respond and be available to testify.

If the officer failed to clear with the court, prior to vacation, the above would not apply as vacation court pay.

When an employee is required to provide telephonic testimony on a day off or outside regular duty hours, they shall be paid a minimum of one (1) hour at the rate of time and one-half (1 ½) for the time they are required to be available and to give testimony. This provision applies to administrative hearings and court proceedings in which the employee has been subpoenaed.

Section B

The above provision shall not apply when the court time starts during the employee's regular work shift and extends beyond the end of the shift. When the court time commences on the employee's regular shift and extends beyond the work shift, time and one-half (1½) shall be paid for the number of hours beyond the regular shift.

Section C

Employees shall have the option of selecting court time pay or compensatory time off.

ARTICLE 9 – OVERTIME

Section A - Miscellaneous

Temporary Schedule Adjustment – It is understood that employees in unique assignments such as the Special Investigative Unit, the Targeted Crimes Unit, the Patrol Anti-Crime Team, the Neighborhood Resource Officer Unit, and the Traffic Unit ~~and the Support Services Division~~ will be expected to temporarily flex their schedules.

With forty-eight (48) hours notice employees assigned to the Chronic Offender Unit, Special Investigative Unit and the Targeted Crimes Unit may be required to temporarily adjust their work shift by up to four (4) hours.

With seven (7) calendar days notice, employees assigned to the Patrol Anti-Crime Team, the Neighborhood Resource Officer Unit, the Traffic Unit, and the Support Services Division may be required to temporarily adjust their work shift by up to four (4) hours. Mandatory schedule adjustments shall not exceed four (4) adjustments within a calendar month. If the required notification is not given as stated above all work done outside of the regularly scheduled shift will be

compensated and one and one-half (1 1/2) times the regular hourly rate of pay.

Availability of Special Overtime Assignments – Guild members may volunteer for an overtime assignment on their regularly scheduled days off, or outside their regularly scheduled shift consistent with the collective bargaining agreement.

Guild members who wish to volunteer for an overtime assignment that overlaps with their regularly scheduled hours of work may do so only under the following conditions:

Subject to this article and mutual agreement of the parties, Guild members may flex their work hours to avoid an overlap between their hours of work and the voluntary overtime assignment; or

Guild members may request the ability to switch a regularly scheduled work shift for a regularly scheduled day off. Both shifts must be within the same calendar pay period, and for a sister patrol team (if the Guild member is in patrol) during the same work hours as the Guild member's regularly scheduled work hours. All such trade requests must be pre-approved by the Guild member's sergeant, the sergeant supervising the sister patrol team involved in the trade, and the Guild member's lieutenant. The respective team sergeants and lieutenant may approve/deny requests based upon various operational factors, including the following: appropriate staffing levels, efficient use of department resources, and Guild members' fatigue. The lieutenant may approve a different make-up day than requested if it is in the best interest of the Department. Trade requests will not be approved if they result in additional overtime. Once approved, the make-up day will be considered the Guild members' regularly scheduled duty day for all purposes. Approval for trade requests may be cancelled due to an emergency. If a conflict develops between Guild members on the same team who have requested to switch shifts for same overtime opportunity, department seniority shall prevail.

Mutual Schedule Adjustment – An employee or the Employer may request a temporary schedule adjustment. Upon request a work shift may start by up to four (4) hours earlier or four (4) hours later than normally scheduled. The request may be initiated by either the employee or the Employer and must be mutually agreed upon.

Unscheduled Overtime - When employees are required to return to work outside their normal duty hours and a minimum of 48 hours notice is not given, they will receive a minimum of four (4) hours pay at one and one-half times the employee's regular rate of pay. For those hours worked over four (4), they would be paid at the employee's time and one-half (1 1/2) rate until the overtime overlaps the employee's regular work shift. This section shall not apply to shift extensions at the end of the work shift.

Exception - If an employee is required to return to duty to complete work which is incomplete through the fault of the officer--necessary reports, citations, affidavits, etc.--no call back will be paid. Overtime at one and one-half times the employee's regular rate of pay will be paid for actual hours worked.

Section B - Overtime Rate

All overtime other than call-back time shall be compensated at the rate of one and one half (1 ½) times the regular hourly rate of pay.

Section C - Compensatory Time Off

At the employee's request, and with the approval of the Chief of Police, a renewable bank of up to 80 hours of compensatory time off may be accumulated at the rate of time and one half for all overtime hours worked. Accrual over 80 hours will be paid as overtime. Employees shall be allowed to carry over their compensatory time off into the following year. On November 1st of each year employees may elect to cash out up to a maximum of 96 hours of accrued compensatory time, floating holiday, and or vacation time. The City will pay for the cashed out time at the officer's straight time regular rate of pay, and shall make the payment with the second payment of November. All compensatory time in excess of forty (40) hours accrual must be cashed out first. Either party may reopen the compensatory time provisions of this Agreement if there is a change in legal interpretation of the FLSA related to the accrual or use of compensatory time. Any such reopening shall proceed in accordance with Article 18.

In regulating the use of comp time, supervisors will use the following guidelines, which have been agreed by the parties in order to ensure compliance with the FLSA. The parties therefore agree it is unduly disruptive to the operation of the police department if employees:

1. give less than five days written notice of their desire to use compensatory time off, provided that less notice may be given with the mutual agreement of the employee and their supervisor;
2. request the use of compensatory time on any recognized holiday as set forth in this bargaining agreement or on Christmas Eve or New Years Eve, when the granting of such time off would require the City to bring in another employee to cover the shift; or
3. request the use of compensatory time during any special event (Bloomsday, Lilac Parade, Neighbor days, etc)

The above list is not intended to be all inclusive of situations that are unduly disruptive, but rather is intended to give

the parties guidance concerning the unduly disruptive provisions of the FLSA.

Section D - On Call

Any employee required by a supervisor to remain on-call for a weekend or fixed period of time shall be compensated at the following rate:

1. 1.5 hours of pay at the regular rate of pay for each 8 hours that the employee is required to remain on call.
2. 2.5 hours of pay at the regular rate for each 8 hours that the employee is required to remain on-call during any holiday.
3. If unscheduled call-out occurs during any 8-hour period that the employee is required to remain on-call, the unscheduled overtime provisions of Article 9 shall apply in addition to the on-call pay for that period of time.

ARTICLE 10 - CONTRACT PERSONNEL

Section A Other Law Enforcement Agencies

The City and the Guild mutually agree that circumstances arise from time to time that call for the presence of more law enforcement personnel that are regularly on duty at that time. In order to meet the law enforcement needs of these circumstances, the City and the Guild agree that the City has the right to contract with other law enforcement agencies to supply law enforcement personnel and equipment.

In the event the City elects to so contract with other law enforcement agencies and sufficient time exists for proper planning, the City will first allow Guild members, not on regular duty during the time of need, to volunteer for the assignment. If the need is not filled by the volunteers, then the City may elect to implement contracts with other law enforcement agencies.

In an emergency or in the event the need for personnel is not filled by volunteers from the Guild, it is understood the City retains the right to require Guild members to report for duty under the terms and conditions of the general contract between the City and the Spokane Guild as amended.

State law (e.g. 10.93 RCW, Mutual Aid Peace Officers Powers) and provisions of the individual contracts with agencies supplying personnel shall govern the relationship between the City of Spokane, those agencies, and their

personnel. No rights, duties, or provisions of the contract between the Guild and the City shall apply to those agencies.

Section B Section B - Park Rangers

The City may issue a limited commission to and assign non-bargaining unit employees employed by the City as Park Rangers the authority to investigate and issue civil infractions and criminal citations to individuals believed to be in violation of only the following crimes and infractions listed in the Spokane Municipal Code, within a City Park:

<u>Public Parks - Prohibited Acts</u>	<u>Infraction</u>	<u>10.10.040</u>
<u>Littering \$113 \$1035 Lit Material [Cigarettes]</u>	<u>Infraction</u>	<u>10.08.010</u>
<u>Open/Consume Alcohol In A Public Place</u>	<u>Infraction</u>	<u>10.08.200</u>
<u>Open Possession/Consumption of Marijuana</u>	<u>Infraction</u>	<u>10.15.220</u>
<u>No Helmet Law - Non-Motorized</u>	<u>Infraction</u>	<u>10.17.030</u>
<u>Liquor In A Public Park</u>	<u>Misdemeanor</u>	<u>10.10.040</u>
<u>Second Degree Criminal Trespass</u>	<u>Misdemeanor</u>	<u>10.12.050</u>
<u>Third Degree Malicious Mischief</u>	<u>Misdemeanor</u>	<u>10.12.025</u>
<u>Lewd Conduct</u>	<u>Misdemeanor</u>	<u>10.06.020</u>
<u>Urinating in Public</u>	<u>Misdemeanor</u>	<u>10.06.015</u>
<u>Disorderly Conduct</u>	<u>Misdemeanor</u>	<u>10.10.020</u>
<u>Graffiti Vandalism</u>	<u>Misdemeanor</u>	<u>10.10.070</u>
<u>Third Degree Theft</u>	<u>Misdemeanor</u>	<u>10.05.100</u>
<u>Making a False Statement to a Public Servant; False Reporting</u>	<u>Misdemeanor</u>	<u>10.07.020A</u>
<u>Disorderly Conduct</u>	<u>Misdemeanor</u>	<u>10.10.020</u>
<u>Minor in Possession of Alcohol (MIP)</u>	<u>Misdemeanor</u>	<u>10.08.210A1</u>
<u>Unauthorized Camping on Public Property</u>	<u>Misdemeanor</u>	<u>12.02.1010</u>
<u>Injury to Tree on Public Property</u>	<u>Infraction</u>	<u>12.02.1004</u>
<u>Unlawful Burning on Public Property</u>	<u>Infraction</u>	<u>12.02.1006</u>
<u>Unlawful Disposal of Litter on Public Property</u>	<u>Infraction</u>	<u>12.02.1008</u>

Park Ranger's shall request the assistance of the Spokane Police Department anytime they encounter an enforcement situation where they anticipate resistance or for violations that are outside of their limited commission to investigate and issue civil infractions and criminal citations to individuals believed to be in violation of the crimes and infractions listed in paragraph 1 above, within a City Park

The City will not make reference to the transfer of bargaining unit work to non-bargaining unit City employees in any proceeding between the parties, including any interest arbitration proceeding, any PERC proceeding or any litigation, except that the City

may make reference to the transfer of bargaining unit work to non-bargaining unit City employees in a proceeding to enforce the terms of Art. 10, Section B.

ARTICLE 11 – WAGES

Upon approval by the Guild and the City Council of the tentative agreement agreed upon by the Guild Negotiating Committee and the City Negotiating Committee, the agreement shall be made a part of the City Employees Pay Plan and administered in accordance with the City Employees Pay Plan Rules.

Effective January 1, 201~~7~~², wages of all classifications covered by the Guild will be increased by ~~2.25~~^{2.25}%. Such wage increase(s) shall be retroactive to January 1, 2017 for all individuals who worked any time after January 1, 2017, for all time worked.

Effective January 1, 201~~8~~³, wages of all classifications covered by the Guild will be increased by ~~32~~³²%. Such wage increase shall be retroactive to January 1, 2018 for all individuals who worked any time after January 1, 2018 for all time worked.

Effective January 1, 201~~9~~⁴, wages of all classifications covered by the Guild will be increased by ~~32~~³²%. Such wage increase shall be retroactive to January 1, 2019 for all individuals who worked any time after January 1, 2019 for all time worked.

Effective January 1, 2020, wages of all classifications covered by the Guild will be increased by ~~3~~³%. Such wage increase shall be retroactive to January 1, 2020 for all individuals who worked any time after January 1, 2020, for all time worked.

Service Advancement

All police officers with five (5) or more years of service as commissioned officers in the department will be moved to 902 – Senior Police Officer, Range 29 at their respective longevity levels. This movement will be described as a “Service Advancement” and will be on a qualifying basis with no probationary period.

Henceforth, when a police officer reaches five (5) years of commissioned service with the department,

they will be entitled to advance to Senior Police Officer at the beginning of the next quarter.

When they reach five (5) years longevity as a police officer, they will have their normal longevity increase during the affected pay period. At the beginning of the next quarter, they will advance to Senior Police Officer. In the interim, they will be paid out of grade at the Senior Police Officer pay range, five (5) year longevity level.

Lateral police officers will advance at a different rate than entry-level police officers. No later than completion of three (3) years of service in the department, their Service Advancement will occur. They will advance to Senior Police Officer at the entry level of Range 29 at the beginning of the next quarter, being paid out of grade until the paperwork is completed. They will remain at the entry level until they have completed five (5) years longevity in the department. At that time, they will progress through the normal longevity increase process in the Senior Police Officer pay range.

The quarterly changes are to be initiated by the department who will be keeping track of the next group of employees eligible for the Service Advancement. The parties will work with the Spokane Civil Service Commission to ensure a smooth transition.

Acting Sergeant

Patrol Corporals when filling a vacant Sergeant position for four (4) hours or more shall receive an additional three (3%) percent of Corporal base pay for that shift.

Specialty Pay

When assigned, employees will be paid the following monthly pay in addition to their normal compensation based on the top step of the officers pay:

Hostage Negotiator	3%
S.W.A.T Team	3%
K-9 Handlers	3%
Field Training Officers	3%
Motorcycle Officer	3%
Tactical Team	3%
Bomb Squad	6%
<u>Major Crime Detective</u>	<u>2%</u>

Dignitary Protection 2%

Special Events Supervisor and Coordinator 3% ~~Meth Team~~ 4%

Assistant Range Master 3% (if a rank below Sergeant is assigned)

An additional \$30.00 per month will be paid if an officer is assigned to a second specialty; provided however that an additional 3% will be paid to an FTO if the FTO is assigned to a second specialty. The Chief of Police must approve any multiple specialty assignment. Any overtime required to complete the duties associated with being a FTO will be pre-authorized by the Sergeant in charge of the FTO and paid in accord with contract provisions.

Longevity

<u>Years of Service</u>	<u>Percent</u>
After 5 Years	2%
After 10 Years	4%
After 15 Years	6%
After 20 Years	8%
After 25 years	10%
After 30 years	12% (effective January 1, 2015)

Education

Effective May 1, 2014, any employee who has earned a degree shall receive additional compensation as follows:

<u>Degree</u>	<u>Percent</u>
AA or AS	.5%
BA or BS	1%

Effective January 1, 2015, any employee who has earned a degree shall receive additional compensation as follows:

<u>Degree</u>	<u>Percent</u>
AA or AS	1%
BA or BS	2%

Shift Premium

When a member is assigned a shift, the City agrees to pay the following monthly amounts based on the top step of the Senior Police Officer:

Second Shift	0.75%
Third Shift	1.5%
Fourth Shift	2.25%

Extra Duty Wages

Extra duty employment is defined as work that is voluntarily performed for a separate and independent employer from the City. Extra duty pay and procedures shall be subject to renegotiation between the parties and recorded in a Memorandum of Understanding. The parties agree to meet during the month of July each year of the life of this agreement to determine the wages for extra duty employment for the following year.

Basic Law Enforcement Training (BLET)

- A. Members instructing at the BLET and Reserve BLET sessions will be paid the then current hourly rate for instructors at the Burien, Washington WSCJTA.
- B. Members who instruct during BLET sessions will be given first consideration for other instruction opportunities sponsored by the department. Instruction outside BLET sessions will follow current contract provisions with the overtime rate applying when applicable. BLET instructors gain more experience in classroom settings and will therefore be in higher demand as instructors in other than BLET training sponsored by the department.

For purposes of pay rates, FLSA requires that any member who works over 171 hours in a 28 day work period will be paid at their regular rate at time and one half for each hour over the 171 hour threshold. These are for hours worked not hours paid (physically on duty, not including discretionary paid time off). The current 10/40 patrol schedule has established 13 individual 28 day work periods in each calendar year that can be used to identify any work period under consideration.

ARTICLE 12 – VACATION

Vacation shall accrue on a bi-weekly basis as follows:

<u>Years of Service</u>	<u>Bi-Weekly</u>	<u>Hours of Vacation</u>
At the beginning of the 1 st year through completion of the 4 th year	5.69 hours	148 hours
At the beginning of the 5 th year through completion of the 10 th year	7.23 hours	188 hours
At the beginning of the 11 th year through completion of the 17 th year	8.76 hours	228 hours
At the beginning of the 18 th year and over	10.30 hours	268 hours

On December 31 of any year, the City may reduce the above-referenced accrual rates to their 2010 levels by permanently increasing all pay steps by 2.5% across the board.

Maximum accrual will not exceed two times the annual allowance plus forty (40) hours. Maximum vacation cash-out at retirement is the same as the maximum accrual. Annual vacation bids will be granted on the basis of department seniority, within work unit/team.

With the approval of their supervisor, and after completion of six (6) months of service employees may use vacation up to and including the amount accrued. Employees will be allowed to take vacation in hourly increments.

An employee shall not be credited with any vacation leave in a particular pay period unless that employee has been in a paid status for eighty percent (80%) or more of the hours in that pay period.

For the purposes of application, maximum accrual and maximum carryover are interchangeable terms.

If the Employer cancels vacation once vacation has been approved and the affected employee has incurred non-refundable expenses in planning for the same, the employee shall be reimbursed by the City for those expenses. Any employee called back to duty by the City for any reason once the vacation has begun shall be reimbursed for required round trip transportation costs involved in returning for duty if the employee is out of the area.

ARTICLE 13 – UNIFORMS

New hires will be furnished with uniforms as provided below. Existing employees shall have their uniform and equipment allotment maintained in accordance with this list. Said uniforms shall remain the property of the City. The City reserves the right to make changes in the color, material, and quality of the uniforms it provides, provided that it issues the full complement of uniform items enumerated below.

The City shall provide contract uniform cleaning, on the basis of a maximum of eight (8) items per two calendar week period (non-cumulative) per officer; provided that jumpsuits are to be laundered at home by the employee and not submitted for cleaning at City expense. Motorcycle Officers shall, during the months of May through September, be entitled to have ten items cleaned during a two calendar week period (non-cumulative) per officer. Plain-clothes employees may substitute eight items of business attire in lieu of uniform items. Business dress attire may include dress shirts/blouses, slacks, sport coats, suits, ties, dresses and/or skirts. Additional items in excess of the eight (8) items per two calendar week per officer will be at the expense of the individual. Casual sports wear such as polo shirts and cotton twill pants are not covered under this agreement.

The following items shall be provided by the Department to all new hires and/or replaced to all sworn personnel should the item be deemed by the employee's supervisor to no longer be in a serviceable condition.

- 3 pairs of trousers (1 pair for det. & special units)
- 3 winter shirts (1 winter shirt for det. & special units)
- 2 winter jumpsuits
- 3 summer shirts (1 summer shirt for det. & special units)
- 2 summer jumpsuits
- 3 white shirts if required (motors, bike unit, etc.)
- 1 Uniform Tie
- 1 water resistant coat
- 1 badge
- 1 service weapon with 3 magazines
- 1 duty belt with 4 keepers
- 1 holster

1 set of handcuffs with case and key

1 OC 10 canister and holder

1 approved baton and holder

1 department radio and holder

1 rubber glove holder

1 protective vest

1 flashlight and holder

The City shall continue to provide special items to units with special requirements (motors, bike patrol, etc.). These special items will remain the property of the City. Probationary officers will receive one (1) uniform (summer/winter) at the time of hire and two (2) more upon completion of the Academy.

The items listed are the approved quartermaster issue items or replacement items. There are other items that are deemed approved and optional items that the employee is authorized to wear. Refer to applicable department uniform policy.

ARTICLE 14 - SPECIAL EQUIPMENT

The City shall provide motorcycle helmets, handcuffs, leather and all other items that are presently being furnished. These special items shall remain the property of the City. When the employer mandates a change in equipment, the employer shall provide the initial issue, unless the employee is allowed to continue using the obsolete article until no longer serviceable.

The City may utilize in car and/or body cameras in providing police services to the citizens of Spokane. The parties recognize that there are many working condition issues that will need to be resolved related to utilization of the cameras. Without limitation, these include the extent to which video from the cameras may be used in discipline, and potential limitations on access to and use of the video. The City and Guild agree that these issues will be resolved pursuant to bargaining, consistent with RCW 41.56. In the event the parties are unable to reach agreement, either party may require that the parties jointly request the assistance of Mediator Jamie Siegel from the PERC. The City will not utilize videos from the cameras for disciplinary purposes until bargaining has been completed.

ARTICLE 15 - REPAIR OR REPLACEMENT OF PERSONAL PROPERTY

The City agrees to repair or replace items of personal property damaged or lost while in the line of duty as specified in the guidelines established by the Guild and the City. The specific guidelines established by the Guild and the City to determine claims and the procedure for filing claims shall be posted.

ARTICLE 16 - LEAVES OF ABSENCE

The normal procedure for processing requests for leave of absence shall follow those procedures generally set forth by the Civil Service Rules and Charter of the Civil Service Commission. In addition, however, the following items are made by a part of the agreement:

Section A - Family Emergency Leave (LEOFF I and LEOFF II)

1. In the event of a serious sickness in the employee's family of any spouse, parent, child, brother, sister, grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, or grandchild, the employee may on request be granted up to three (3) days leave of absence with full pay to make household adjustments and arrange for medical service. In unusual situations, a LEOFF I officer may request a short extension of this leave. If any question arises, the President of the Guild and the Chief of Police, or their designee, will negotiate the matter and their decision will be final.
2. In the event of a natural disaster, fire, or event creating an emergency beyond the employee's control, the employee may on request be granted up to three (3) days leave of absence with full pay to make household adjustments or to make temporary arrangements to resolve the problem. If any question arises, the President of the Police Guild and the Chief of Police, or their designees, will negotiate the matter and their decision will be final.

Section B – Family Leave

The Federal Family and Medical Leave Act requires employers to provide up to a total of twelve (12) weeks (480-hours) of unpaid leave during any 12 month period for eligible employees at the time of birth or adoption of a child or at the time of a serious health condition affecting the employee or family member. Additionally, employees shall be allowed to use any accumulated leave to continue pay during a lawful period of family leave; provided that, no more than 80 hours of sick leave may be used for maternity/paternity leave issues not related to a serious health condition or a period of temporary disability.

If any question arises regarding the interpretation of this article, the President of the Guild and the Chief of Police, or their designees, will negotiate the matter and their decision will be final.

Section C-Washington Paid Family Leave

The Washington State Paid Family and Medical Leave (PFML) law (RCW 50A), establishes a program administered through the Washington Employment Security Department (ESD) to provide paid leave benefits to eligible employees who need leave for certain family and medical reasons. For the period ending December 31, 2020, premiums will total four-tenths of one percent (.4%) of employees' wages (unless otherwise adjusted by the State). The City will pay the full cost of the .4 percent of employees' wages.

Section ~~DC~~ - Funeral Leave (LEOFF I and LEOFF II)

In the event of a death in the family of any employee--spouse, parents, children, brother, sister, grandparents, father-in-law, mother-in-law, brother-in-law, sister-in-law, or grandchildren, the employee may on request be granted up to three (3) days leave of absence with full pay to make household adjustments or to attend funeral services. If any question arises, the President of the Guild and the Chief of Police, or their designees, will negotiate the matter and their decision will be final.

Section ~~ED~~ - Illness Leave (LEOFF II)

1. **Accrual** - Cumulative illness leave with pay shall accrue to each new Police Officer at the rate of six (6) hours for each bi-weekly pay period. An employee shall not be credited with any illness leave in a particular pay period unless that employee has been in a pay status for eighty (80) percent or more of the hours in that pay period.
2. **Use of Illness Leave** - Illness leave may be used after six (6) months of continuous service by

the employee when that employee is incapable of reporting to duty due to an illness or injury to that employee.

3. **Waiver of Six Months Waiting Period** - The six months waiting period may be waived if the employee is hospitalized. An employee shall be required to furnish evidence supporting the need for the use of illness leave when such evidence is requested by the employee's supervisor.
4. **Duplication of Illness Leave & Industrial Insurance** - When an employee uses illness leave that is duplicated by Industrial Insurance Compensation, the total amount of compensation paid by Industrial Insurance must be turned in to the Personnel Department. The employee's illness leave account shall then be credited by the amount of compensation returned.
5. **Sick Leave Buy Back** - Through February 20, 2014, LEOFF II employees retiring from service in the Spokane Police Department will be allowed to cash in unused sick leave at a ratio of forty percent (40%). The maximum allowed for buy out will be three hundred and eighty-four (384) hours of pay, which is 40% of 960 hours. Effective February 21, 2014, the cash out ratio will be sixty percent (60%), resulting in a maximum buy out of five hundred and seventy-six (576) hours of pay, which is 60% of 960 hours. If possible, all such amounts will be placed into a tax deferred account.

Section FE - Disability Leave (LEOFF II Officers Only)

When an employee becomes entitled to coverage under RCW 51.32.090 due to a temporary total disability, the City shall compensate the employee for the difference between his Worker's Compensation entitlement and the employee's regular net salary for a period not to exceed six (6) months or the termination of the Workers' Compensation payments, whichever comes first. To accomplish this, the City shall pay the employee his/her regular net salary for said period in lieu of any time-loss payments or disability leave supplement payments to which the employee would otherwise be entitled. In no event will the City pay for more than a total of six (6) months for any particular temporary total disability. If an employee is returned to work on a conditional basis and the disability reoccurs, any additional payments under this section shall be limited to the remaining, unused portion of the original six (6) months.

Section GF - Application for Leave

Any request for leave of absence shall be submitted in writing by the employee to his immediate supervisor. The request shall state the reason the leave of absence is being requested and the length of time off the employee desires. Authorization of a leave of absence shall be furnished to the employee by his immediate supervisor and it shall be in writing, provided that approval of such authorization shall reside in the Police Chief or designee and the Human Resources Department. Any request for a leave of absence shall be answered promptly. Requests for immediate leave (for example, family sickness or death) shall be answered before the end of the shift on which the request is submitted. Other requests for leave shall be answered within ten (10) days.

Section HG – Maternity Leave

Maternity leave is defined as a temporary medical disability due to pregnancy and/or childbirth or complications resulting from childbirth and will be administered in compliance with state and federal laws and regulations for granting maternity leave. An employee who is on an authorized maternity leave shall first use accrued illness leave to maintain paid status while on maternity leave. “Authorized maternity leave” means maternity leave granted pursuant to a medical certification provided by the employee to the office of the Chief of Police.

Section IH – Active Duty Call Up

A. Members ordered to active military duty by the President of the United States or the Governor of the State of Washington are entitled to pay and benefits as outlined in Paragraph B and C of this section. This leave is separate from any leave required by State or Federal law for training for any branch of the United States Reserve Forces or the National Guard.

B. Commencing on the first day of active duty and ending on the last day of active duty, each member's military pay will be supplemented by an amount necessary to equal what the member's pay would be if they were not on active duty. However, in no event may the combined pay exceed their regular City pay. All other employee benefits will continue as if the member had not been called to active duty.

C. Whether and to what extent a member called to active duty is covered by City sponsored medical, dental, life and long-term disability insurance is governed by the terms of the collective bargaining agreement and insurance contracts.

Section JJ - Care for Minor Children

Employees may use accrued leave (vacation, etc.) to care for a minor child under the age of 18 that requires treatment or supervision. Additionally, LEOFF II members may use accrued sick leave in addition to other leaves available to them.

Limits on Leave for Minor Children

1. Sick leave must be previously accrued.
2. The leave must be used to care for the employees child under the age of 18; and
3. The child must have a health condition that requires treatment or supervision. Employees may be required to provide documentation from a physician that a child has a health condition.
4. A LEOFF II officer may use sick leave to stay home and supervise children under the age of 16 if the officer's spouse is so ill that he/she is unable to care for the children. Employees may be required to provide documentation from a physician verifying the spouse's health condition. Since the parties recognize that sick leave abuse is misconduct, the City retains the right to reopen this section if the City perceives an abuse problem.

ARTICLE 17 - GENERAL PROVISIONS

Section A - Pledge Against Discrimination

The City and the Police Guild are mutually committed to a workplace free from discrimination. Any claim of unlawful discrimination must be processed privately by the employee to the appropriate local, state or federal agency or through the courts and shall not be subject to the grievance procedure. Employees believing they may have been discriminated against should comply with City policies concerning the notification to the City. All references to employees in the Agreement designate both sexes and wherever the male gender is used it shall be construed to include male and female employees.

Section B - Guild Bulletin Board

The City agrees to allow suitable bulletin boards in convenient places in each work area to be used by

the Guild. The Guild shall limit its posting of notices and bulletins to such bulletin boards.

Section C - Guild Activities on City's Time and Premises

The City agrees that during working hours, on the employer's premises, or elsewhere, and without loss of pay, Guild officials shall be allowed to:

1. Post Guild notices and distribute Guild literature.
2. Attend meetings with the approval of the Police Chief or designee and solicit Guild membership without hindering normal operations.
3. Transmit communications authorized by the local Guild or its officers to the City or its representative.
4. Consult with the City, his representative, local Guild officers, or other Guild representatives concerning the enforcement of this Agreement.

Section D - Guild Business - Paid Leaves

Upon the approval of the Chief of Police and the City Administrator, two (2) Guild officials, and such Guild legislative officials as agreed upon by the Guild, the Chief of Police, and the City Administrator shall be allowed the required time without loss of pay to attend official Guild conferences, Guild legislative conventions, and state or national conferences, not to exceed five (5) days, each official, for each conference or convention. If any section of this Agreement is determined to be unlawful as a result of a final decision of the Washington courts or is rendered unlawful by an action of the Legislature, either party may reopen that section for renegotiation.

Section E - Seniority

1) Definitions

Department Seniority - The total length of unbroken service within the Police Department.

Job Classification Seniority - Based on the date of appointment to that classification and shall apply throughout the department.

Non-Supervisory Personnel - All personnel below the rank of Sergeant.

Bureaus - There are two bureaus in the Police Department structure, which are:
Operations Bureau and Investigations Bureau

Transfer - The reassignment from one bureau to another.

2) **Shifts**

- a. The Chief of Police retains the exclusive right to determine the starting time of the work shifts and the number of shifts in a work day; provided that in the event the shift starting times are reset during the year by the Chief, sufficient notice will be given to the Guild to allow for a re-bid process as set forth under "Annual Bid for Shift". A re-bid shall not be required for seasonal shift changes of less than two hours. This section shall be interpreted as a waiver of the Guild's right to bargain changes in the starting times of work shifts in accordance with its terms but it shall not be considered a waiver of the Guild's right to require the Employer to bargain over changes in the length of the work shifts. Examples: 5/8, 4/10, 10/40's etc.
- b. Shift assignment within a bureau will be based on job classification seniority; provided, however, if the total police experience level of Police Officers and PFC's/Senior Police Officers on any shift falls below 4.5 years, the Chief of Police shall have the right to assign personnel to raise the level to a minimum of 4.5 years. The experience level shall be determined by adding together the years of experience (rounded to the nearest year) of Police Officers and PFC's/Senior Police Officers assigned to the shift, divided by the number of Police Officers and PFC's/Senior Police Officers so assigned. Assignment in this case shall first be a call for volunteers. In the event insufficient volunteers come forward, then personnel will be selected starting with the Police Officer or PFC/Senior Police

Officer with the least seniority of 4.5 years or over not assigned to the shift needing the higher experience and proceeding upward temporarily until such time as the 4.5 year level is attained.

Probationary officers will not be counted into shift staffing until they have completed at least their ninth (9th) month of service.

- c. Each K-9 Officer will work a 4/10 hour work schedule. Each K-9 Officer will check into and out of service at their residence. One and one-half (1 ½) hour each work day will be allowed for maintenance, care, and training. Officers will log on for a minimum of 8.5 hours each workday. When a member is using vacation, compensatory time, floating holidays, or sick leave, and in care of the Department's K-9 it shall be shown as 1.5 hours worked and 8.5 hours of leave. When the K-9 is not in the care of the officer, then use of any type of leave will be shown as 10 hours of leave used.

Section F - Seniority Lists

Each bureau shall have its seniority lists according to department seniority and job classification seniority. The member with the least department and job classification seniority shall be placed at the bottom of that respective seniority list.

The established seniority lists of the Spokane Police Department shall be brought up to date January 1st of each year, and a copy of this list will be delivered to the Guild ten (10) days prior to the effective date of this contract. Any objection to these lists shall be made during this ten (10) day period to the Executive Board of the Guild.

Section G - Annual Bid for Shifts

Prior to the first of each calendar year, in sufficient time for the development of the first mark-up of the year, non-supervisory personnel shall submit in writing to their immediate supervisor a bid for shift assignment.

Shift assignment within a bureau shall be based on job classification seniority; except Police Officer, Police Officer First Class and Senior Police Officer shift assignment will be based on departmental seniority.

1. **Patrol Supervisor Shift Assignment** - By December 1st of each year, sergeants shall submit to their immediate supervisor a written request for patrol shift assignment for the following year. Seniority shall be given primary but not exclusive consideration in assigning such shifts. The City may make shift assignments without regard to seniority for reasonable cause.

Reassignments shall only be made when a vacancy exists or the City has reasonable cause to make a change. When a vacancy exists and the most senior sergeant's request is unable to be granted, the bureau commander, upon request, shall explain the reasons to the employee concerned in writing.

2. **Mid-Year Shift Assignment** - When a vacancy within a bureau in a non-supervisory job classification position occurs on a shift during the calendar year, assignment to that shift will be based on job classification seniority. Police Officer, Police Officer First Class and Senior Police Officer shift assignment will be based on departmental seniority.

Vacancy means a position available in the total complement of personnel assigned and not to a particular job assignment. Exceptions may be made for reasonable cause.

Short-term exceptions for extreme hardship, not to exceed sixty (60) days, may be made when mutually agreed upon by the Chief of Police and the Guild President.

Section H - Transfers

In determining transfers of non-supervisory personnel, seniority shall be the determining factor. Exceptions may be made for reasonable cause.

Section I - Special Assignments

Management has the right to assign a member to a special assignment without regard to seniority. Special assignments include the following assignments and any other assignments mutually agreed to in writing:

1. Probationary Officer (newly hired)
2. Special Investigative Unit

3. ~~Administrative Services Division~~

- 34. K-9 Officer
- 45. Traffic Unit
- 56. Neighborhood Resource Officer
- 67. Field Training Officer
- 78. Special Weapons & Tactics Officer
- 89. Hostage Negotiator
- 940. Bomb Squad
- 104. Tactical Team
- 11. Dignitary Protection Team
- ~~12. —Meth Team~~
- ~~13-12.~~ Assistant Range Master (Current Sergeant FTE will not be eliminated but may be moved to meet department needs)
- 13. Patrol Anti-Crime Team
- 14. Chronic Offender Unit
- 15. Community Outreach
- 16. Domestic Violence Unit
- 17. TARU
- 18. FTO Coordinator
- 19. PIO
- ~~14. —Police Anti-Crime Team~~
- ~~45-20.~~ Other assignments as agreed to by the Police Guild President and the Office of the Chief.

For those special assignments where more than one (1) person is assigned and more than one (1) shift is involved, shift assignment will be by seniority as per the annual shift bid process. Any person so attached will not displace any other person regularly assigned to the bureau.

When an employee is assigned or removed from a special assignment, a letter of notice will be sent from the Chief Unit Commander notifying the employee of their official change of status. This form will serve as formal notice for payroll to begin or suspend specialty pay.

Section J - VEBA Medical Savings Trust

The City will contribute to the employees' deferred compensation accounts in accordance with specific provisions in Article 23 in lieu of contributing to a VEBA Account.

Section K - Duplication of Benefits

Should Legislature improve or add new benefits to LEOFF II members that duplicate benefits provided by the City, the legislative benefits shall prevail. At such time that this should occur, the City will discontinue the duplicated benefits to the members. Members shall receive the greater of the benefits provided by the City and legislative action but shall not receive benefits from the City that are duplicated by legislative action.

Section L - LEOFF II Light Duty

If an employee is disabled from performing his/her regular duties, but is released by his/her physician for light duty, the following procedures shall apply;

Non-duty related temporary disability

1. The employee shall provide the Office of the Chief with the physician's release in which the physical limitations of the employee shall be stated.
2. When work is available, the Chief of Police shall offer the employee the opportunity to perform work, which is within the employee's ability to perform within the department.
3. The light duty assignment shall continue for such period of time as there is a need for the duty or until the employee is released by the physician for full-duty but not to exceed six months (cumulative).
4. The Chief of Police shall have the right to have an independent medical examination of the employee conducted to determine the extent of the employee's disability.
5. The employee shall suffer no loss of wages or benefits during the light duty assignment. This provision shall apply only to temporarily disabled LEOFF II employees.
6. If any question arises as to the application of this section, the President of the Guild and the Chief of Police, or their designee, will negotiate the matter and their decision will be final.

Duty related temporary disability

This section (L) shall not apply to LEOFF II employees covered by worker compensation. The

employer reserves all rights it has under the law to administer such claims, including requiring light duty, consistent with state law. The parties are bound by state, federal and applicable laws/regulations with respect to permanently disabled employees.

ARTICLE 18 – SUPPLEMENTAL AGREEMENTS

The parties recognize that circumstances change from time to time during the term of labor agreements that give rise to a need discuss changes in hours or working conditions (including the scope of bargaining unit work). In order to provide a convenient forum to discuss these issues, the parties agree to the following procedure.

This Agreement may be amended within the scope of this Article provided both parties concur. Supplemental agreements may be completed through negotiations between the parties at any time during the life of this Agreement. A joint committee comprised of the negotiating teams of the two parties will meet upon the request of either party to discuss proposals related to work hours or changes in working conditions, including the scope of bargaining unit work. Should either party desire to negotiate a matter of this kind, it shall notify the other party in writing of its desire to negotiate. Supplemental agreements thus completed will be signed by the Guild President or designee and the Mayor or designee.

Should either party, having been notified of the proposed supplemental language, not respond by requesting a meeting of the joint committee within thirty (30) days, the proposed language shall be considered acceptable and shall be forwarded to the other party for signature. Supplemental agreements thus completed shall become a part of this Agreement.

The City reserves the right to implement changes that are not mandatory subjects of bargaining, or those which have otherwise been reserved to the City by the express terms of this Agreement.

ARTICLE 19 - SAVING CLAUSE

If any section of this Agreement is declared invalid or unconstitutional for any reason, such declaration of invalidity or unconstitutionality shall not affect the other sections or portions thereof which shall be valid.

ARTICLE 20 - JURY DUTY

City Employees shall be encouraged to serve jury duty at times when they are called. Employees so called and asked to serve during working hours will suffer no loss of pay. Employees called during the working day, or excused during the day, shall report immediately by phone to the shift supervisor for instructions as to whether to report for work during the remainder of the work date.

ARTICLE 21 – MISCELLANEOUS

Section A - Negotiations

Police Guild members selected to negotiate with the City shall be paid for their time during negotiations if those meetings are held during the regular scheduled duty hours.

Section B - Mileage Allowance

The City agrees to pay the rate established by City policy to all Guild employees who use their personal vehicles to conduct approved City business.

Section C - Tuition Reimbursement

The City agrees to reimburse the employee for 100 percent of the tuition fee for any approved job related course upon satisfactory completion of the said course up to the applicable tuition level established at Washington State University. In order to qualify for tuition reimbursement, the course must be approved by the Police Chief or designee and the Human Resources Department before the course is taken. The cost for books, laboratory and other related expenses shall not be paid by the City. Satisfactory completion of any course shall mean a grade of "C" or better.

For all courses that are approved for reimbursement after February 21, 2014, the employee must refund the City for tuition reimbursement under the following circumstances:

1. The employee voluntarily leaves City employment within two years after receiving tuition reimbursement; and
2. The course(s) for which the City reimbursed tuition was completed during the two years prior to the effective date of the voluntary separation. The course(s) shall be considered completed on the date

the employee submitted his or her grade to the City for purposes of demonstrating satisfactory completion.

There shall be an exception to this requirement in the event extenuating circumstances require the employee to terminate employment with the City (e.g., employee quits in order to move and take care of sick parent). The employee's requests shall be reviewed for approval by the Police Chief or designee and the Human Resources Department and such approval shall not be unreasonably denied.

Section D - Joint Committee

The Chief of Police (or designee) and the President of the Guild (or designee) will meet for the purpose of developing recommendations for the Civil Service Commission concerning the sources, structure, and general components of promotional examinations within the bargaining unit. In the event that the joint recommendations are rejected by the Civil Service Commission, either party may reopen this section of the Agreement for the limited purpose of negotiating the possible implementation of the recommended changes in the promotional process.

Section E – SWAT Team

A. Each SWAT team member will receive two hours per week during duty hours for physical fitness training. The training will occur at the beginning or end of a work shift and must be done at the Public Safety Building. Training time will be pre-approved by the member's unit supervisor. SWAT team members will submit a signature card to the unit supervisor for approval. The unit supervisor will forward the signature card to the SWAT Training Coordinator and it will be entered into a training log. The training log will be submitted quarterly to the Office of the Chief.

B. The training time will be scheduled by mutual agreement between the officer and their supervisor. The training may be denied where shift staffing levels or work of the department so requires.

C. Training time may not be carried over if not used during a given week.

D. No overtime will be permitted to complete shift or assigned duties, or for working out if the officer continues to work out following the end of their shift. All other time that an officer may spend working out (unless specifically ordered to work out by the responsible supervisor), including time immediately before or after their shift, is not compensable.

E. Officers will be subject to call at all times while they are being compensated for working out (physical

fitness training).

F. The Guild and the City agree that they will work together to minimize the operational impact on the department of the physical fitness release time.

G. The parties recognize the importance of having some balance in shift assignments for SWAT team members. Should the shift selection process result in an imbalance, the City may reassign SWAT team members, by seniority, to restore such balance.

Section F – On Duty Physical Fitness Training

1. Each employee assigned to uniformed field assignment may use two hours per week during duty hours for physical fitness training. The training will occur at the beginning or end of a work shift and must be done at the Public Safety Building. Employees assigned to all other assignments will be allowed to convert lunch breaks (30 minutes) and the two daily rest periods (15 minutes each) for physical training. Detectives only may leave the Public Safety Building to jog as long as they carry their pagers or cell phones for emergency contact.

2. The training time will be scheduled by mutual agreement between the employee and their supervisor. The training may be denied where shift staffing levels or work of the department so requires, however, reasonable requests for physical fitness training shall not be denied.

3. Training time may not be carried over if not used during a given week.

4. No overtime will be permitted to complete shift or assigned duties or for working out if the employee continues to work out following the end of their shift. All other times that an employee may spend working out, including time immediately before or after their shift, is not compensable.

5. Employees will be subject to call at all times while they are being compensated for working out (physical fitness training).

6. The Guild and the City agree that they will work together to minimize the operational impact on the department of the physical fitness release time.

Section G – Leave Sharing

Occasionally Guild employees suffer from a severe or extraordinary illness or sustain an injury, or have an immediate family member suffering from a severe or extraordinary illness or injury and exhaust their leave balances. Often co-workers who have substantial leave balances wish to donate some of their leave to those

employees. Leave sharing is the mechanism to accommodate both groups.

This agreement will permit employees of the Police Guild to donate vacation time, illness leave and/or compensatory time to a co-worker, who is suffering from, or has an immediate family member suffering from, a severe or extraordinary non-job-related illness, injury, or other impairment, is out of vacation time, illness leave, compensatory time, floating holidays, and personal leave (if applicable) and who will imminently go on leave without pay or terminate City employment.

1. Eligibility to Receive Shared Leave

- a. The employee must not be receiving time-loss payments as a result of an on-the-job injury or illness.
- b. The employee's position must be one in which vacation and illness leave can be accrued and used.
- c. All Police Guild employees may receive leave under this program if the employee suffers from a severe or extraordinary non-job-related illness, injury, or impairment which has caused, or is likely to cause, the employee to go on leave without pay or which may cause the employee to be terminated from City employment.
- d. An employee may also receive leave under this program if an immediate family member of the employee suffers from a severe or extraordinary illness or injury.
- e. Requests to receive the leave-sharing benefit shall be submitted to a committee composed of one person from Human Resources, one person from the Police Department and one person representing the Police Guild. The decision of the committee shall be final; however, if the decision of the committee is to deny the request, the requester has the right to petition the committee for reconsideration. The decision of the committee shall not be subject to the grievance procedure.
- f. An employee must have exhausted his/her illness leave, vacation time, compensatory time, floating holidays, and personal leave (if applicable) before receiving shared leave.
- g. An employee receiving the leave sharing benefit must have abided by the City's policies respecting illness leave. It is the responsibility of the supervisor to ensure that the employee has not abused illness leave before submitting the request.
- h. For the purpose of this policy, immediate family is defined as spouse, child, parents, or other more distant relative living in the home of the employee.

2. Lifetime Maximums

- a. Employees receiving the leave-sharing benefit shall receive not more than a total of one hundred and twenty (120) days (960 hours) of such leave every ten (10) years of his/her employment with the City of Spokane, provided, however, the received leave after the first one hundred and twenty (120) days may only be direct donations of accrued leave from other Guild members.
- b. The employee's position must be one in which vacation and illness leave can be accrued and used.
- c. The employee must not be receiving time-loss payments as a result of an on-the-job injury or illness.

3. Leave Transference Process

- a. An employee wishing to receive shared leave shall submit a written request to the Human Resources Director and attach a detailed statement from his/her physician verifying the severe or extraordinary nature of the condition and expected duration of time off from work. A Guild representative or other person may submit the request on behalf of the employee.
- b. After receiving the request, a committee composed of one person from Human Resources, one person from the department and one person from the Police Guild will review the request and if approved, the Human Resources Department will notify the Police Chief, or designee, who will communicate the employee's eligibility for leave-sharing to the other employees in the department.
- c. If the employee does not supply adequate documentation from his/her physician, the Human Resources Department will contact the employee or Guild representative and require additional information be supplied. A decision will not be rendered until adequate documentation is supplied.
- d. The decision of the committee shall be final; however, if the decision of the committee is to deny the request, the requester has the right to petition the committee for reconsideration. The decision of the committee shall not be subject to the grievance procedure.
- e. There shall be no retroactive applications of donated leave.

4. Donating Leave

- a. Guild members wishing to donate leave shall send the Leave-Sharing Donation form to the Payroll Division for processing.
- b. All donated leave shall be in full days. A day shall be considered eight (8) hours regardless of whether

the employee is on a flex schedule or compressed workweek. No differentiation will be made between the salary level of the donor and the recipient.

- c. An employee may donate a total of ten (10) days of vacation time, illness leave, or compensatory time, or any combination that does not exceed ten (10) days, in any calendar year. All donations shall be entered as illness leave in the recipient's account.
- d. Donations of vacation time or illness leave may not bring the donor's balances below thirteen (13) days each.
- e. All donations of leave shall be strictly voluntary and confidential and shall be done on the Leave-Sharing Donation form. The donor shall designate the recipient.
- f. No employee shall be coerced, threatened, intimidated, or financially induced into donating leave.
- g. Once leave has been donated, it becomes the recipient's leave regardless of any changes in his/her employment status, subject to the maximum stated in section 5(d) below.
- h. If the employee receiving the leave sharing donations passes away before using all donated hours, the employee's beneficiary will receive a maximum payout of up to ten (10) days in accordance with the City policy on payouts. The remaining hours will be deleted from the system.

5. Leave-Sharing Bank

- a. The employees of the Police Guild will have access to the leave-sharing bank. All donations shall be made by completing the Leave-Sharing Donation form. All donations will be applied to the recipient's illness leave bank.
- b. Except as provided in section 5(f) below, the total of any one employee's donations to the bank may not exceed ten (10) days in any calendar year. Donating to the bank shall not affect an employee's right to donate up to ten (10) days to an individual(s).
- c. Only employees who have been approved to receive shared leave and who have exhausted their recipient-specific leave may, with the approval of the committee that approved their leave-sharing request, draw leave from the leave sharing bank with up-to-date supporting documentation from their physician. The amount of leave drawn from the bank shall be the lesser of: (i) the amount needed to cover the balance of their illness; (ii) the amount needed to make up their lifetime maximum of one

hundred and twenty (120) days; (iii) half the number of days in the leave sharing bank; or (iv) thirty (30) days.

- d. Employees who have been approved to receive shared leave and receive more recipient-specific leave than they need may keep up to ten (10) days of the excess. Donated leave above ten (10) excess days shall be transferred to the leave-sharing bank. Employees may not keep any part of the excess leave that would put them over their one hundred and twenty (120) day lifetime maximum.
- e. Police Guild members who have more than nine hundred and sixty (960) hours of sick leave, have surplus compensatory time, or have vacation time they are on the verge of forfeiting may donate their surplus leave to the bank in units of a day.
- f. Police Guild employees who terminate with five (5) or more years of service may donate all accrued illness leave hours in excess of nine hundred and sixty (960) hours to the leave-sharing bank. Employees who retire from City employment may donate all accrued illness leave hours in excess of nine hundred and sixty (960) hours to the leave-sharing bank.

6. Administration

- a. The Human Resources Department shall administer the leave-sharing program.

Section H – Swing Shift Parking

Swing shift officers will have twenty spaces provided on or near the Spokane County campus. The cost of the monthly parking will be the same as the Spokane County parking committee established rate for parking (currently \$10), using permits issued by the County. Employees using these spots are expected to comply with the County's requirements, and will be responsible for any tickets or fines. Failure to pay the fee or otherwise comply may result in loss of the permit.

ARTICLE 22 - SALARY COMPUTATIONS

Section A - Regular Hourly Rate

Regular rate of pay shall mean base salary together with any shift differential pay, longevity, specialty pay, educational or other incentive pays.

Section B - Pay Periods and Pay Checks

Pay periods shall be established on a bi-weekly basis. Pay checks shall be issued on a bi-weekly basis on alternate Fridays. Employees who do not work on Friday and those employees working the Thursday evening shift shall have their pay checks distributed, whenever possible, on the Thursday before pay day.

ARTICLE 23 - DEFERRED COMPENSATION

Section A - Deferred comp.

The City agrees to make a qualified deferred compensation plan available to Guild ~~members~~represented employees. ~~Through December 31, 2015, the City's match will be 4% of the employee's base monthly pay including longevity and education.~~

~~Effective January 1, 2016, the~~The City shall contribute 2.2% of ~~each~~the employee's base pay including longevity and education, regardless of whether that employee makes ~~his/her~~their own contribution. Employees may also make ~~If the employee makes~~ contributions to his or her own account. If an employee makes contributions to his/her account, the City shall make matching contributions of 4% of the employee's base monthly pay including longevity and education, in addition to the 2.2%.

Section B — ~~Deferred comp~~ Employer contributionsHealth reimbursement agreement/account.

In addition to the foregoing, the City will establish and maintain a qualified health reimbursement agreement/account for each Guild represented employee as soon as reasonably possible after ratification of the Agreement. The employer shall contribute \$75 per month to the employee's qualified, health reimbursement agreement/account. The agreement/account shall be portable after termination and usable in retirement. ~~through December 31, 2015, the Employer will adjust its rate of contribution to the deferred compensation program without regard to employee contributions in accordance with the following formula:~~

~~In the event of an increase in regularly embedded general fund tax revenues (excluding the impact of reducing authorized property tax increases or not renewing previously passed discretionary property taxes) between tax year 2005 and 2006, and in subsequent years (applying the same analytical standard from year to year) the City shall make additional contributions to employee deferred compensation accounts, in the following year and on the same basis as the basic match (excluding the requirement for employee matching) as follows:~~

~~Increase in tax collection — Additional City contribution~~

~~3% - 4% — 1%~~

~~4% - 6% — 2%~~

~~6% or more — 3%~~

~~Effective January 1, 2016, these additional revenue-sharing contributions shall cease.~~

Section C - VEBA Alternative.

The City will contribute \$~~7550~~.00 per employee per month to the employee's deferred compensation account without requiring a match in lieu of a VEBA contribution until the health reimbursement account referred to in Section B above is established. As soon as the HRA is established and contributions to the HRA begin, the VEBA contribution will cease. At no time will the City be required to contribute both to the HRA and VEBA.

ARTICLE 24 – DISCIPLINE

Section A - General

Both parties recognize that Police Officers have certain rights and responsibilities. Some of these rights and responsibilities are included in the departmental policy manual, under the title Complaint and Disciplinary Procedures.

Both parties agree that the carrying out of departmental Policy and Procedures is exclusively the province of the Chief of Police.

An employee shall be allowed to inspect his/her personnel file with the exception of materials that are exempt from disclosure pursuant to Washington law and may obtain a copy of such file at any reasonable time. The employee may request removal of material which he/she believes erroneous or irrelevant. This request will be reviewed by the Chief of Police. If the employee does not agree with the Chief's decision, he/she may prepare a statement of dissent which will be placed in the file. Employees may request that written reprimands be expunged from personnel files after a minimum period of three years if there is no reoccurrence of similar misconduct for which the employee was disciplined during that period. Employees may request that records of serious discipline be expunged from personnel files after a minimum period of five years if there is no recurrence

of similar misconduct for which the employee was disciplined during that period. Requests for the expungement of disciplinary references in personnel files, pursuant to this section, shall not be unreasonably denied. Nothing in this section shall be construed as requiring the City to destroy any employment records necessary to the City's case if it is engaged in litigation in any way related to that employee's employment at the time those records would otherwise be destroyed.

Section B - Forms of Discipline

The following disciplinary procedures apply to Guild members who are permanent employees, that is, have completed their probationary period. The City will continue to administer disciplinary actions in accordance with the "Just Cause" concept. Disciplinary actions may include, but are not limited to, the following actions: oral reprimand, written reprimand, denial of promotion, demotion, suspension, and discharge for cause.

Section C - Right of Appeal

Permanent employees (completed probation) shall have the right to take up discipline as a grievance, as set forth in Article 5 or as an appeal through the Civil Service Rules and Regulations, but the employee is limited to one or the other.

Section D(1) - Probationary Periods

Probationary periods upon initial appointment shall not exceed eighteen (18) months for entry level and twelve (12) months for laterals and may not be extended without the written agreement of the Guild. During an employee's initial probationary period, he/she may be discharged by the employer at-will and such discharge shall not be subject to the grievance procedure. Probationary periods upon promotion shall not exceed six months and shall not be extended without the written agreement of the Guild. During a promotional probationary period, an employee may be reverted to his/her former classification and such reversion shall not be subject to the grievance procedure.

Section D(2) - Right of Petition

Any probationary Guild employee who reverted or discharged pursuant to section D(1) above shall have the opportunity, upon request, for hearing with the Chief of Police or his designated representative. However, this opportunity shall not be subject to the grievance procedure. The Guild may provide representation at this hearing.

Section E - Police Officer Rights in Discipline

It is agreed that the Employer has the right to discipline, suspend, or discharge any employee for just cause. The City must meet the just cause requirements for disciplining employees for off-duty conduct. Examples of off-duty conduct that may be subject to discipline include: 1) the off-duty misconduct materially effects the employer's business operation; or 2) the conduct is inconsistent with the office that the police officer holds.

1. In an effort to ensure that investigations are conducted in a manner which is conducive to good order and discipline, bargaining unit employees shall be entitled to the following protections which shall hereafter be termed as the "Police Officers' Rights in Discipline". Every employee who becomes the subject of an internal investigation shall be afforded the rights contained in the rest of this Section. This Section shall not apply to routine supervisory inquiries.
2. Every employee who becomes the subject of a formal internal investigation shall be advised at the time of their interview that he/she is accused of:
 - a. Committing a criminal offense; and/or
 - b. Conduct that would be grounds for termination, suspension, or other disciplinary actions.
 - c. Of their right to Guild representation
3. Any employee who becomes the subject of a criminal investigation shall, prior to their interview, be notified that he/she is the subject of a criminal investigation and, further, that he/she is under no obligation to answer any questions or to remain in an interview setting involuntarily, except as provided herein. So long as the matter remains a criminal investigation, the remainder of this article shall not apply until or unless the Department determines to compel the subject employee to answer questions. A criminal investigation as used herein shall be interpreted as any investigation which could result in the filing of a criminal charge against the officer. In any non-criminal investigation, the balance of this article shall apply.
4. Any interview shall take place at the Spokane Police Department, except when impractical. The employee shall be advised of his/her right to and allowed that Guild representation to the extent required by law. If the employee is a suspect, they shall be given a general overview of the factual

allegations in writing before the interview commences

5. The interview of any employee shall be at a reasonable hour, when the employee is on duty, unless the exigency of the interview dictates otherwise. If the employee is suspected of misconduct, the interview generally shall be conducted in person, except that for limited follow-up questions or where there are other unusual situations, questioning may be telephonic so long as a Guild representative is given the opportunity to participate in the call.
6. The employee or Employer may request that an internal investigation interview be recorded, either mechanically or by a stenographer. There can be no "off the record" questions. Upon request, the employee under internal investigation shall be provided an exact copy of any written statement he/she has signed or of a verbatim transcript of any interview if one is created.
7. Interviewing shall be completed within a reasonable time and, in all internal investigation interviews, the employee shall be afforded such intermissions as he/she shall reasonably request for personal necessities, meals, telephone calls and rest periods.
8. All interviewing shall be limited in scope to activities, circumstances, or events which pertain to an employee's conduct or fitness to hold office.
9. The employee will not be threatened with dismissal or other disciplinary punishment as a guise to attempt to obtain his/her resignation, nor shall he/she be subject to abusive or offensive language or intimidation in any other manner. No promises or rewards shall be made as an inducement for the accused officer to answer questions.
10. No employee shall be required to unwillingly submit to a polygraph test, nor will employees be required to answer questions without a direct order to do so.
11. Internal Investigation Files - Employees and/or their Guild Representative (if representing the employee) shall have access to complete copies of completed Internal Investigation files at any reasonable time once a Loudermill hearing has been scheduled, or after discipline has been imposed if no Loudermill hearing is held. Internal investigation files that do not result in an adverse finding shall not, in any way, be notated in that employee's personnel file and shall not be considered in determining the level of discipline which is appropriate.

12. Administrative investigations must be completed within 180 days of the matter coming to the attention of the Department (Assistant Chief or above). In the event the Office of the Chief believes an extension beyond 180 days is necessary, and the City can show that it has acted with due diligence and the investigation could not be reasonably be completed due to factors beyond the control of the City (including, but not limited to, for example, extended illness or other unavailability of a critical witness (i.e. - the complainant, the officer being investigated), or necessary delays in the processing of forensic evidence by other agencies) the Chief must contact the Guild prior to the expiration of the 180 days seeking to extend the time period. Any request for extension based on the unavailability of witnesses shall include a showing that the witness is expected to become available in a reasonable period of time. A request for extension based upon the above criteria will not be unreasonably denied. The period of investigation may also be extended by mutual agreement between the Guild President and the Chief.

The 180 day period shall be suspended when a complaint involving alleged criminal conduct is being reviewed by a prosecuting authority or is being prosecuted at the city, state or federal level, or if the alleged conduct occurred in another jurisdiction and is being criminally investigated or prosecuted in that jurisdiction. In cases of an officer involved fatal incident, the 180 day period will commence when the completed criminal file is provided to the Prosecuting Attorney, and will only be tolled in the event criminal charges are filed.

In the event an outside agency conducts a criminal investigation of a matter within the jurisdiction of the City, and the Department receives the completed criminal file with less than sixty (60) days remaining for the administrative investigation, the Department will have up to an additional sixty (60) days to complete its administrative investigation; in no event, shall the investigation last more than 240 days.

Compliance with this provision is required if findings are to be entered or discipline is to be imposed. Issuance of a Loudermill notice of intent to discipline will constitute conclusion of the administrative investigation for purposes of this section.

Nothing in this article prohibits the City from disciplining (provided just cause exists) an

officer convicted of a crime, or laying off an employee pursuant to Civil Service Rule IX, Section 6 (d).

ARTICLE 25 - DRUG TESTING

Section A

Reporting to work under the influence of alcohol and/or illegal drugs, or the use, sale, or possession by an employee of illegal drugs is strictly prohibited and will result in disciplinary action (unless otherwise required by law), including immediate termination. For the purpose of this policy, substances that require a prescription or other written approval from a licensed physician or dentist for their use shall also be included when used other than as prescribed. Each employee must advise the Employer if they are using prescription or other over-the-counter drugs they know or reasonably should know may impair their ability to perform job functions and/or operate machinery such as automobiles. Under appropriate circumstances the Employer may request the employee provide written medical authorization to perform various essential job functions from a physician while using such drugs.

Any voluntary request by an employee for assistance with his/her own alcohol abuse problem will remain confidential and shall not be used as the basis for any disciplinary action provided that the request for assistance is initiated prior to being identified as impaired through the procedures herein.

The parties recognize the essential purpose of any law enforcement agency is to enforce the criminal laws. Moreover, the parties recognize the courts have held it would substantially impair law enforcement agencies if they were required to employ individuals within their ranks who have violated the very laws said agencies are charged with enforcing. Therefore, the Employer reserves the right to refuse to employ or continue the employment of individuals who are or have been engaged in serious criminal conduct, whether drug related or not.

Section B

Where a supervisory employee of the City has a reasonable suspicion to believe an employee is under the influence of alcohol or illegal drugs or is abusing the use of prescription or over-the-counter drugs, or is using illegal drugs, the employee in question will be ordered to immediately submit to discovery testing. Such tests

include breath tests, urinalysis and blood screens to identify any involvement with alcohol or such drugs. An employee who refuses to submit to discovery testing shall be conclusively presumed to be under the influence of alcohol or an illegal drug for the purpose of administering this Article and therefore will be subject to discipline, including immediate discharge.

Section C

For the purpose of administering this Article the following definition of terms is provided:

1. Reasonable Suspicion - Reasonable suspicion is based on objective facts and reasonable inferences from those facts, that discovery testing will produce evidence of a violation of this policy.
2. Under the Influence – In determining whether an employee is under the influence or using illegal drugs, the following cutoff levels shall be used for the initial screening of specimens to determine whether they are negative for these drugs or classes of drugs:

	Nanograms per milliliter (ng/ml)
	Test Level
Amphetamines.....	1000
Barbiturates	300
Benzodiazepines	300
Cannabinoids.....	100
Cocaine metabolites	300
Methadone	300
Methaqualone	300
Opiates (Codeine)	300
Opiates (Morphine)	300
Phencyclidine (PCP)	25
Propoxyphene	300
Level of the positive result for alcohol	0.04 blood alcohol

3. Illegal Drugs - All forms of narcotics, depressants, stimulants, hallucinogens, and cannabis, which

sale, purchase, transfer, or unauthorized use or possession is prohibited or restricted by law.

4. Over-the-Counter Drugs - Are those drugs which are generally available without a prescription and are limited to those drugs which are capable of impairing the judgment of an employee to safely perform the employee's duties.
5. Prescription Drugs - All drugs which are used in the course of medical treatment and have been prescribed and authorized for use by a licensed practitioner/physician or dentist.

Section D

If an employee is required to submit to a drug test, the following procedure shall be followed:

1. The employee shall be given notice of an opportunity to confer with a Guild representative if one is readily available.
2. The employee shall be given an opportunity to explain the reasons for the employee's condition, such as reaction to a prescribed drug, fatigue, exposure to toxic substances, or any other reasons known to employee, to the test administrator. The Guild representative may be present during this discussion.
3. The Employer may request urine and/or blood samples.
4. Urine and blood samples shall be collected at a local laboratory, hospital or medical facility. The Employer shall transport the employee to the collection site. The Employer and/or Guild representative may be allowed to accompany the employee to the collection site and observe the bottling and sealing of the specimen. The employee shall not be observed by the Employer when the urine specimen is given.
5. All specimen containers, vials, and bags used to transport the specimen, shall be sealed to safeguard their integrity, (upon request in the presence of the Employer, employee and Guild representative) and proper chain-of-custody procedures shall be followed.
6. The collection and testing of the samples shall be performed only at Occupational Medicine Associates or at another laboratory mutually agreed to by the parties.

The results of such tests shall be made available to the Employer and the Guild.

7. If a specimen tests positive in an immunoassay screen test, the results must be confirmed by a gas chromatography/mass spectrometry tests. The specimen must show positive results at/within the following limits on the GC/MS (gas chromatography/mass spectrometry) confirmatory test to be considered positive.

If immunoassay is specific for free morphine the initial test level is 25 ng/ml.

Confirmatory Test

Marijuana metabolites	15 ng/ml
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Cocaine metabolites	150 ng/ml
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Opiates:

Morphine	300 ng/ml
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Codeine	300 ng/ml
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Phencyclidine	25 ng/ml
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Amphetamines:

Amphetamine	500 ng/ml
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Methamphetamine	500 ng/ml
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8. At the employee's or the Guild's option, a sample of the specimen may be requisitioned and sent to a laboratory chosen by the Guild for testing. The cost of this test will be paid by the Guild or the employee. Failure to exercise this option may not be considered as evidence in arbitration or other proceeding concerning the drug test or its consequences. The results of this second test shall be provided to the City.
9. The employee (and the Guild, upon approval of the employee) shall be informed of the results of all tests, and provided with all documentation regarding the tests as soon as the test results are available. Such disclosure shall be in conformance with the Americans with Disabilities Act.

Section E

The parties shall designate a Medical Review Officer (MRO) to review all confirmed positive test results and communicate those results to the Employer. The MRO shall have the responsibility to determine when an

individual has failed a drug test in accordance with the standards enumerated herein. The MRO shall retain all records of all positive tests for at least five years and records of all negative tests for at least one year.

Section F

If the results of the drug test are positive, and support a conclusion that the employee used an illegal drug, abused the use of a prescription or over-the-counter drug, or reported to work while under the influence of alcohol, the employee will be subject to discipline, including immediate discharge, unless otherwise required by law.

ARTICLE 26 – HEALTH AND WELFARE

Section A - Insurance

1. **Family Dental Insurance** - The City agrees to provide the current Premier Dental Insurance plan at no cost to the employee, including orthodontia at a 50% benefit level, through April 30, 2014. Effective May 1, 2014, the City agrees to provide the PPO Dental Insurance plan at no cost to the employee, including orthodontia at a 50% benefit level.
2. **Family Medical Insurance (LEOFF I)** - The City will pay for employee medical coverage as is required by law and will pay for 90% of dependent coverage and the employee will be responsible for 10% of the dependent premium. Medical plans offered will be City Plan III and Group Health. Prescription drugs under City Plan III shall be subject to the following co-pays: generic medications \$10.00, all other medications \$20.00. Group Health participants shall be required to pay the following co-pays: generic medications \$10.00, all other medications \$30.00. All other medical benefits will be maintained at current levels. The City program for domestic partner benefits is available for bargaining unit employees.
3. **Family Medical Insurance (LEOFF II)** - Police Officers hired after September 30, 1977, and their dependents, shall be covered under a City sponsored plan for non-duty related medical care.

Through April 30, 2014, medical plans offered will be City Plan III and Group Health I, with employees paying \$105/month toward coverage of the employee and his/her dependents in the employee's selected medical plan and the City paying the balance of the monthly premium.

Effective May 1, 2014, medical plan options will be City Plan III, City Plan IV, Group Health I, and

Group Health II. Employee contributions for City Plan III and Group Health I will increase by \$15/month to \$120/month. Employee contributions for City Plan IV and Group Health II will be \$105/month.

Effective January 1, 2015, employee contributions for City Plan III and Group Health I will increase by \$15/month to \$135/month. Employee contributions for City Plan IV and Group Health II will remain \$105/month.

Prescription drugs under City Plan III shall be subject to the following co-pays: generic medications \$10.00, all other medications \$20.00. City Plan IV and Group Health participants shall be subject to the following co-pays: generic medications \$10.00, all other medications \$30.00. All other medical benefits will be maintained at current levels. The City program for domestic partner benefits will be made available for bargaining unit employees.

4. **Retiree Medical** – The Guild has agreed to work with the City on redesigning the current medical plans and creating a Retirees Medical Plan. The Guild has indicated that it would work towards development of a retirees plan similar to the current Plan III with the costs assumed in total by the retiree. The Guild would also like to develop a plan where contributions could be made by existing employees prior to retirement to help offset the costs. The Guild has also requested that employees who have retired since January 2002 be allowed to access the retirees plan. The parties have agreed that they will work in concert during 2004 with a goal to implement the plan in 2005. The goal date may be extended by the parties.

5. **Life Insurance**

- (a) For Police Officers: The City shall provide \$10,000 life insurance coverage to be paid in full by the City.
- (b) For Dependents: The City shall make a life insurance plan available at the employee's option and expense.
- (c) Bomb Squad and Swat Team Members will be provided 1½ times their annual salary in life insurance coverage to a maximum of \$60,000. K-9 Handlers and Hostage Negotiators will be provided \$50,000 in life insurance coverage.

6. **Long-Term Disability Insurance** - The City shall make payroll deduction available for Guild members to

purchase the group disability insurance plan, which the Guild sponsors. LEOFF II employees shall be required to purchase this insurance as a condition of employment. The City shall contribute \$30.50 per month, as wages, for LEOFF II officers.

7. **Vision Care** - The City agrees to provide vision care coverage for LEOFF II employees at the same level as LEOFF I in a manner determined by the City.

8. **Health Plan Redesign**. The Guild will participate in City Health plan redesign discussions along with other employee groups provided that this section shall not be construed as either a reopener on employee benefits or as evidence that the Guild agrees to change any health care provision of this agreement by their participation.

ARTICLE 27 - CIVILIAN REVIEW

The Office of Police Ombudsman (OPO) will provide a professional presence to help ensure a quality investigation in real time, and visible, independent oversight to reassure the public. The City and the Guild acknowledge that on June 16, 2014 with the ratification of the 2012-2016 collective bargaining agreement the parties agreed that the OPO and the Police Ombudsman Commission as set forth in Article 27 complieds with and satisfieds all of the requirements of the City Charter in effect on March 1, 2013.

(a) The Office of Police Ombudsman (OPO) means the Ombudsman, Assistant Ombudsman, and all other regular full-time employees and regular part-time employees of the Office of Police Ombudsman who have signed a confidentiality agreement under the terms of this Article and completed CJS certification.

(b) "OPO Independent Investigation" (Independent Investigation) means any investigative activity authorized by and conducted in accordance with this Article by the Ombudsman, or Assistant Ombudsman, or third party. Investigative activity may include: interviews of witnesses, review of police reports, review of body camera footage, review of IA or criminal investigative transcripts, audio or video recordings, visitation of a location, as provided for in this Article.

~~(a)(c)~~ The OPO will be notified of and the Ombudsman and/or Assistant Ombudsman will have the option of actively monitoring all police department ~~OPO involved investigations~~IA investigations as provided for herein.

~~(b) An "OPO Involved Investigation" is defined as an IA investigation where the complaint giving rise to the investigation, whether made to the Department or the OPO, is a complaint of a serious matter (complaints that could lead to suspension, demotion or discharge) involving allegations that an employee either improperly used force or improperly/inappropriately interacted with citizens.~~

~~(d)~~ The OPO may receive complaints from any complaining party, including, without limitation, citizens or employees of the police department.

~~(e)~~ Upon receiving a complaint, the OPO will advise the complainant of the options available to resolve the complaint. These options include referral of the complaint to IA with the potential for a disciplinary investigation monitored by the OPO, mediation services, and/or independent investigation by the OPO where authorized by and in accordance with the provisions of this Article.

1. The OPO will only refer complaints to IA for conduct that occurred within one calendar year and will inform the complainant that the OPO cannot guarantee that IA will investigate a complaint or that the OPO has sufficient resources to conduct an independent investigation where authorized by and in accordance with this Article.

~~(e)(f)~~ The Ombudsman or Assistant Ombudsman~~OPO~~ may conduct a preliminary investigation regarding the complaint for the purpose of determining whether to forward the complaint to IA.

1. The preliminary investigation shall include, as appropriate, interviewing the complainant and interviewing any other person who the complainant asserts was subject to the improper use of force or improper/inappropriate interaction with an officer. If after this interview(s) the Ombudsman and/or Assistant Ombudsman~~OPO~~ is unable to determine whether the matter should be forwarded to IA, the Ombudsman and/or Assistant Ombudsman~~OPO~~ may conduct such additional interviews as are reasonably necessary to determine whether to forward the case to IA. If a complainant or witness refuses to have his or her interview recorded, he or she shall be asked to write out his or her complaint. All interviews will be conducted by the

Ombudsman and/or Assistant Ombudsman~~OPO~~. In the event the Ombudsman and/or Assistant Ombudsman~~OPO~~ is unavailable to conduct the initial interview, the complainant will be asked to prepare a written statement or taped oral narrative concerning the matter, allowing the Ombudsman and/or Assistant Ombudsman~~OPO~~ to subsequently determine whether an actual interview should be conducted. Officers will not be interviewed as part of the preliminary investigation, unless the complainant is an officer. If the complainant is an officer, the OPO may request an interview from the complainant officer as part of the preliminary investigation.

2. The Ombudsman and /or Assistant Ombudsman will promptly be given access to all documentation in possession of the Police Department that is relevant to the stated complaint and necessary for determining whether or not to forward– the complaint to IA, including access to IA Pro and Blue Team. Any and all video that is downloaded and provided to OPO and/or the Police Ombudsman Commission for any purpose authorized by Article 27 shall be uniquely marked by the Police Department, prior to being provided, in order to prevent the copying and/or distribution of such video for a purpose that is not authorized by Article 27. The Ombudsman and/or Assistant Ombudsman may assign the retrieval, indexing, and search of such documentation to the OPO.

(g) If the OPO determines a complaint alleges potentially criminal conduct by an officer, the case shall be immediately forwarded to Internal Affairs.

If the Ombudsman or Assistant Ombudsman~~OPO~~ determines that the complaint should not be forwarded to IA, the OPO may publish a closing report, which states the allegations of the complaint and the basis for the ~~OPO's~~ Ombudsman's or Assistant Ombudsman's determination that the complaint did not need to be forwarded to IA. Neither this closing report nor the preliminary investigation shall be used for discipline; the closing report and any part of the preliminary investigation that is released shall not reveal the names of the officers involved. For each complaint where the Ombudsman or Assistant Ombudsman~~OPO~~ determines that the complaint does not need to be forwarded to IA, the OPO shall forward to IA its determination as well as the name of any complainant and/or witnesses and the details

of the alleged complaint.

If the Ombudsman or Assistant Ombudsman~~OPO~~ determines that the complaint should be forwarded to IA, the OPO will forward the complaint and any preliminary investigation to IA within ~~ten~~three business days of the initial interview or review of the written statement or taped oral narrative concerning the matter, unless the time is extended by mutual agreement of the Ombudsman or Assistant Ombudsman and the Guild. for processing and, when appropriate, investigation. The OPO will not act upon complaints concerning events that occurred more than one year prior to the filing of a complaint. The OPO will not conduct separate disciplinary investigations, but the Ombudsman and Assistant Ombudsman may participate in interviews and request that further investigation be completed, as provided herein and be given access to all documentation in the possession of the Police Department that is relevant to the stated complaint and necessary for determining the internal investigation was thorough and objective, including access to IA Pro and Blue Team. Any and all video that is downloaded and provided to the OPO and/or the Police Ombudsman Commission for any purpose authorized by Article 27 shall be uniquely marked by the Police Department, prior to being provided, in order to prevent the copying and/or distribution of such video for a purpose not authorized by Article 27. The Ombudsman and/or Assistant Ombudsman may assign the retrieval, indexing, and search of such documentation to the OPO.

~~(d)(h)~~ (h) In addition to complaints received by the OPO, Internal Affairs will provide: (a) access to -copies of all other OPO Involved Investigation complaints received by IA to the OPO, and, (b) notice of criminal investigations of officers that Internal Investigations is aware of within ~~ten~~three business days of receiving the complaint. Once the case is closed, the OPO will return all case file materials to IA for retention, but will have subsequent access to closed cases.

(i) The OPO will have the opportunity to make a recommendation for mediation to the Chief of Police, at any time prior to a determination that the investigation was thorough and objective~~investigation.~~ The OPO retains sole discretion whether or not to offer mediation based on available resources and the goals of the OPO.

1. In the event the Department, the complainant and the officer all agree to mediation, that

process will be utilized rather than sending the matter on for investigation. Unless agreed upon by the participants (the Department, complaint, officer and mediator), the provisions of RCW 7.07 shall be applicable to a mediation conducted under this Article and all evidence, statements, communications or agreements made in mediation shall be confidential and may not be used by the City or any other party in any criminal or disciplinary process against any member or in promotional consideration or as the basis as any other adverse employment action, except that a summary of the mediation without identification of the names of the participants may be disclosed in an OPO closing report. The OPO shall publish a closing report at the end of any mediation services provided, including any agreements reached between the parties.

~~C-2.~~ Assuming the officer participates in good faith during the mediation process, the officer will not be subject to discipline and no disciplinary finding will be entered against the officer. Good faith means that the officer listens and considers the issues raised by the complainant, and acts and responds appropriately. Agreement with either the complainant or the mediator is not a requirement of good faith. In the event an agreement to mediate is reached and the complainant thereafter refuses to participate, the officer will be considered to have participated in good faith.

(i) Once any complaint is received by the Internal Affairs unit (including those forwarded to IA from the OPO), it shall be submitted to the chain of command for review per existing policy. The Chief or her/his designee will determine whether or not the complaint will be investigated, and if it will be investigated, what type of investigation including an IA Investigation, an Inquiry, a Shift Level investigation, or other type of investigation. IA will notify the OPO in writing of the determination as to whether or not the complaint will be investigated; the notification shall state either no investigation or the type of investigation that will be used for the investigation. When either the Chief or her/his designee determines that the allegations warrant an investigation, such investigation shall be approved, and IA will initiate the investigative process.

If the Ombudsman or Assistant Ombudsman disagree with the classification of the complaint as an investigation other than an IA Investigation, the Ombudsman may appeal the classification to the

Chief of Police. The Chief of Police shall make the final determination on the classification.

When IA initiates an investigation, tThe OPO will participate in that IA investigative process ~~for~~
~~OPO Involved Investigations~~ as follows:

~~a-1.~~ Internal Affairs will notify the OPO of all administrative interviews on all ~~OPO Involved~~
~~Investigations~~. Upon request, the Ombudsman or Assistant Ombudsman will promptly be given
access to all documentation in the possession of the Police Department that is relevant to the
stated complaint and necessary for determining whether the internal investigation was thorough
and objective, including access to IA Pro and Blue Team. Any and all video that is downloaded
and provided to the OPO and/or the Police Ombudsman Commission for any purpose authorized
by Article 27 shall be uniquely marked by the Police Department, prior to being provided, in order
to prevent the copying and/or distribution of such video for a purpose not authorized by Article
27. The Ombudsman and/or Assistant Ombudsman may assign the retrieval, indexing, and
search of such documentation to the OPO.

The Ombudsman and/or Assistant Ombudsman~~OPO~~ may attend and observe
interviews, in person or by telephone, and will be given the opportunity to ask questions during
the interview after the completion of questioning by the Department. The Ombudsman or
Assistant Ombudsman~~OPO~~ will not participate in criminal investigations of Department
employees but will be notified when the criminal case is concluded.

~~b-2.~~ Upon completion or suspension without completion of investigation~~of OPO Involved~~
~~Investigations~~, IA will forward a complete copy of the case file to the OPO for review. If an
investigation is completed, the Ombudsman or Assistant Ombudsman~~The OPO~~ will review the
case file and determine whether the investigation was thorough and objective, prior to a chain
of command review.

~~c-3.~~ As a part of the review process, the Ombudsman and/or Assistant Ombudsman~~OPO~~
may conclude that further investigation is needed on issues deemed material to the outcome.
The OPO will notify IA of the suggested further investigation in such case. The Ombudsman's
and/or Assistant Ombudsman's~~OPO's~~ suggestions and rationale for further investigation will be

provided to IA in writing. The Ombudsman and/or Assistant Ombudsman~~OPO~~ and assigned investigator(s) will discuss the suggested further investigation and attempt to reach an agreement. If there is no agreement between the assigned investigator(s) and the Ombudsman and/or Assistant Ombudsman~~OPO~~ regarding the necessity, practicality or materiality of the requested further investigation, the OPO will notify the Chief (or designee) in writing of the Ombudsman's or Assistant Ombudsman's~~OPO's~~ suggestions and rationale for further investigation. The Chief (or designee) will determine whether further investigation will be undertaken by IA. The Chief (or designee) will provide his/her determination in writing.

4. Where the complaint giving rise to the investigation, whether made to the Department or the OPO, is a complaint of a serious matter (complaints that could lead to suspension, demotion, or discharge) involving allegations that an employee either improperly used force or improperly/inappropriately interacted with citizens, if the Ombudsman and/or Assistant Ombudsman~~OPO~~ is not satisfied with the determination of the Chief concerning an investigation referenced in this section, the Ombudsman and/or Assistant Ombudsman may present a ~~the OPO's~~ request for further investigation ~~may be presented~~ to the Police Ombudsman Commission, ~~whose decision will be final.~~ The Ombudsman or Assistant Ombudsman will promptly provide the Police Ombudsman Commission all documentation in the possession of the OPO that is relevant to evaluate the Ombudsman's and/or Assistant Ombudsman's request. The OPO will also prepare a log reflecting the documentation provided to the Police Ombudsman Commission. The log will be retained by the OPO and a copy will promptly be provided to IA. The Police Ombudsman Commission shall return all documentation received from the OPO to the OPO, after making its final determination.

The decision of the Police Ombudsman Commission will be final and be based upon the Ombudsman's or Assistant Ombudsman~~OPO~~'s written request and the Chief's (or designee's) written response, and other information received from the OPO relevant to evaluate the OPO's request. Once the matter has been referred to and resolved by the Police Ombudsman Commission, ~~an~~the investigation referenced in this section will be completed consistent with the

decision of the Police Ombudsman Commission on the OPO's request. After providing IA a reasonable opportunity to complete the further investigation referenced in this section, if the Police Ombudsman Commission determines and specifically describes in writing how the ~~IA~~ investigation was not completed consistent with the Police Ombudsman Commission's decision, the Police Ombudsman Commission may again direct IA to complete the further investigation in the OPO's request, or the Police Ombudsman Commission may publish a report stating what further investigation in the OPO's request the Police Ombudsman Commission believes was not completed by IA. If the Ombudsman or Assistant Ombudsman~~OPO~~ has not yet made a certification decision, a certification decision shall be made by the Ombudsman or Assistant Ombudsman~~OPO~~. In addition to its report, the Police Ombudsman Commission may direct the Ombudsman or Assistant Ombudsman~~OPO~~ or a third-party investigator to undertake an Independent Investigation to complete the further investigation requested by the Ombudsman or Assistant Ombudsman referenced in this section~~OPO~~; however, no such investigation may commence until the Chief has made a final, written discipline determination in the matter. If the Police Ombudsman Commission contracts for a third-party to do the Independent investigation, it shall be conducted by someone with knowledge and experience in conducting a fair and objective law-enforcement investigation and who has no conflict of interest. The Ombudsman or Assistant Ombudsman~~OPO~~ or third- party investigator may request, but not require, participation by police officers in the investigation. Once the Ombudsman or Assistant Ombudsman~~OPO~~ or third-party investigator has completed the OPO requested investigation, the Commission may publish a report of the results of the investigation of the OPO or third-party investigation, so long as the report does not identify specific members of the Department and does not in any way comment on officer discipline (or lack thereof). The closing report may include the allegation made in the complaint, a summary of the investigative steps taken by the Ombudsman or Assistant Ombudsman or third-party investigator, and any policy and practice recommendations; however, the report will not determine whether there has been a violation of the law or policy or recommend discipline.

The further investigation and/or the Police Ombudsman Commission's closing report may not be used by the City as a basis to open or re-open complaints against any bargaining unit employees, including those assigned to IA, or to reconsider any decision(s) previously made concerning discipline. No discipline of or other adverse employment actions against bargaining unit employees may result from the OPO or third-party investigation.

The request from the OPO for IA to do further investigation, the process of review and decision making on that request, or the requirement to do further investigation do not suspend the 180 day requirement of Article 24.

4-5. After completion of the further investigation by IA referenced in paragraph (j)3 above, or the conclusion (by IA or the Commission) that no further investigation by IA will be undertaken, the Ombudsman or Assistant Ombudsman~~OPO~~ will then certify whether or not, in the opinion of the Ombudsman or Assistant Ombudsman~~OPO~~, the internal investigation was thorough and objective. This determination will be made within ten~~five~~ business days. Once the certification determination is made, the OPO will not be involved further in the disciplinary process in that case.

2-6. Where the complaint giving rise to the investigation, whether made to the Department of the OPO, is not a complaint of a serious matter (complaints that could lead to suspension, demotion, or discharge) involving allegations that the employee either improperly used force or improperly/inappropriately interacted with citizens, and if the Ombudsman or Assistant Ombudsman requests further investigation, then the determination of the Chief on the request shall be final.

(k) As set forth in paragraph j above, tThe OPO will be notified if the Chief or designee determines that any complaint received by the Internal Affairs unit (including those forwarded to IA from the OPO) will not be investigated by written notice referenced in paragraph j above. If IA notifies the OPO in writing that there shall be no investigation of a complaint received by the Internal Affairs unit (including those forwarded to IA from the OPO) where the complaint giving rise to the investigation whether made to the Department or the OPO is a complaint of a serious matter (complaints that could lead to suspension,

~~demotion or discharge) involving allegations that an employee either improperly used force or improperly/inappropriately interacted with citizens then the OPO may conduct an OPO Independent Investigation into that complaint that meets the definition of an OPO Involved Investigation will not be investigated by IA. opportunity to undertake the investigation, if the Commission determines and specifically describes in writing how IA failed to undertake an investigation consistent with the Commission's decision, the Commission may again direct IA to undertake an investigation, or the Commission may direct the OPO to conduct an independent investigation into the complaint that meets the definition of an OPO Involved Investigation that the Chief determined would not be investigated by IA. The OPO Ombudsman or Assistant Ombudsman may request, but not require, participation by police officers in the investigation. The OPO may publish a report of the results of the investigation of a complaint referenced in this section, so long as the report does not identify specific members of the Department and does not in any way comment on officer discipline (or lack thereof). Any released investigation of a complaint referenced in this section will not identify specific members of the Department. The Ombudsman's or Assistant Ombudsman OPO's investigation and/or OPO's closing report of a complaint referenced in this section may not be used by the City as a basis to open complaints against any bargaining unit employee(s), including those assigned to IA, or to reconsider any decision(s) previously made concerning discipline. No discipline of or other adverse employment actions against bargaining unit employees may result from the Ombudsman or Assistant Ombudsman OPO investigation.~~

The request from the Ombudsman or Assistant Ombudsman OPO for IA to do an investigation of a complaint referenced in this section, the process of review and decision making on that request, or the requirement to do an investigation do not suspend the 180 day requirement of Article 24.

~~(e) — If the OPO believes that an investigation should be completed, the OPO shall notify the Chief or designee in writing. The OPO and Chief or designee will discuss the OPO's request for investigation and attempt to reach an agreement. The Chief will provide a written response to the OPO's request within 14 days. If there is no agreement between the Chief or designee and the OPO regarding the investigation, the Police Ombudsman Commission will decide whether the investigation requested by~~

~~the OPO will be undertaken by IA, as provided in section (f). The decision of the Police Ombudsman Commission will be based upon the OPO's written request and the Chief's (or designee's) written response. After providing IA a reasonable~~

~~(f)(l)~~ All disciplinary decisions will be made by the Chief (or designee).

~~(g)(m)~~ The OPO will be provided a copy of any letter or other notification to an officer informing them of actual discipline imposed as a result of an internal affairs investigation or any Notice of Finding in the event that the complaint is not sustained.

~~(h)(n)~~ The OPO will be notified by IA within ~~five-ten~~ business days of case closure of all ~~OPO-IA Involved~~ Investigations. The OPO, in addition to the Department's written Notice of Finding letter to the complainant, may send a closing letter to the complainant. The letter may summarize the case findings.

~~(i)(o)~~ Any complaining party who is not satisfied with the findings of the Department concerning their complaint may contact the Office of Police Ombudsman to discuss the matter further. However, unless persuasive and probative new information is provided, the investigation will remain closed. In accordance with established arbitral case law, employees may not be disciplined twice for the same incident. In the event the investigation is re-opened and discipline imposed, the appropriate burden of establishing compliance with this section rests with the City in any subsequent challenge to the discipline.

~~(j)(p)~~ Once the ~~Ombudsman and/or Assistant Ombudsman~~~~OPO~~ has made a certification decision and the Chief has made a final determination on the case, the OPO may publish a closing report that summarizes the complaint, the ~~OPO-Involved~~~~IA~~ Investigation, and the findings, and any recommendations of the Ombudsman and/or Assistant Ombudsman for changes in departmental policies to improve the quality of police investigations. The closing report will not disclose the names of officers or witnesses. The OPO's closing report shall not be used in disciplinary proceedings of bargaining unit employees.

~~(q)~~ Once the Ombudsman or Assistant Ombudsman has made a certification decision and the Chief has made a final determination on the case, IA may publish a case summary. The case summary may include an incident synopsis, summary of the complaint, summary of the investigation, and an analysis and conclusion. The case summary will not disclose the names of officers or witnesses. Prior to IA

publishing the case summary, IA will send the case summary to the OPO. The Ombudsman and/or Assistant Ombudsman will review the case summary and respond to IA with any input within ten business days from the receipt of the case summary. IA and the Ombudsman and/or Assistant Ombudsman will collaborate on the input received from the Ombudsman and/or Assistant Ombudsman. IA will make the final determination if IA and the Ombudsman and/or Assistant Ombudsman do not agree on the case summary after collaborating.

~~(k)(r)~~ In addition to the investigative process, the OPO will have unimpeded access to all complaint and investigative files from ~~OPO Involved~~ IA Investigations for auditing and reporting purposes. The OPO and Police Ombudsman Commission shall not retain investigative materials and/or files beyond one year after a certification decision, for any purpose, and will return the same to Internal Affairs for safekeeping. At all times and including, without limitation, issuing written reports, the OPO will not release the name(s) of employees or other individuals involved in incidents or investigations nor any other personally identifying information. The OPO may make statistical observations regarding the disciplinary results of sustained internal investigations, but shall not take issue with discipline imposed by the Chief of Police in specific cases.

~~(t)(s)~~ The OPO may recommend policies and procedures for the review and/or audit of the complaint resolution process, and review and recommend changes in departmental policies to improve the quality of police investigations and practices. The OPO may publish a policy and procedure report that identifies the OPO's recommended policy and procedure changes. The OPO's recommendations will be related to departmental procedure, policies, training, or related issues. The OPO will not make recommendations concerning discipline for specific cases or officers. Nothing herein shall be construed as a waiver of the Guilds right to require the City to engage in collective bargaining as authorized by law.

~~(t)~~ A committee of five (5) members (Committee) will be formed that will recommend three (3) candidates for the OPO position to the Police Ombudsman Commission (one of which must be selected). The Committee shall be composed of one member appointed by the Spokane Police Officers Guild; one member appointed by the Lieutenants and Captains Association; one member appointed by the

President of the City Council; one member appointed by the Mayor; and a fifth member selected by the other four members.

~~(m)~~(u) The Ombudsman or Assistant Ombudsman may attend meetings of the Use of Force Review Board (UFRB), Collision Review Board (CRB), and Deadly Force Review Board (DFRB) as a non-participating observer. Based upon such participation, may recommend policies and procedures for the review and/or audit of the operation of the UFRB and/or CRB and/or DFRB and recommended changes in departmental policies to improve the quality of such reviews. The OPO may publish a policy and procedure report that identifies the OPO's recommended policy and procedure changes. The OPO's recommendations will be related to departmental procedure, policies, training, or related issues. The OPO will not make recommendations concerning discipline for specific cases or officers. Nothing herein shall be construed as a waiver of the Guilds right to require the City to engage in collective bargaining as authorized by law.

~~(n)~~(v) In addition to whatever job requirements may be established by the City, ~~which shall be the same for the Ombudsman and Assistant Ombudsman~~, one of the minimum job requirements for the Ombudsman or Assistant Ombudsman~~OPO~~ will be to have a history that includes the establishment of a reputation for even-handedness in dealing with both complainants and the regulated parties. The City also agrees that compliance with the confidentiality provisions of this agreement will be a condition of employment for all employees of the OPO, including the Ombudsman or Assistant Ombudsman. Inadvertent, de minimis disclosures shall not be considered a violation of this section. A disclosure which is more than an inadvertent, de minimis disclosure shall result in the removal of the person(s) making the disclosure from the OPO. The City also agrees that acting within the authority given to the OPO by the City will be a condition of employment. The City will require that each individual member within the OPO sign a statement confirming as a condition of service that she/he will only act within the authority she/he received from the City, which includes not acting outside of the duties set forth in the CBA. Acting outside of their authority shall result in the removal of the person(s) from the OPO.

~~(e)~~(w) Alleged violations of this agreement are subject to the grievance and arbitration provisions of the bargaining agreement. In the event the Guild believes a candidate recommended by the Committee

for Ombudsman or Assistant Ombudsman, OPO does not meet the minimum job requirement established in Section ~~(vp)~~ above, the Guild must within three (3) days of the recommendation present information to the Police Ombudsman Commission about their concern. If that person is ultimately selected by the Police Ombudsman Commission, the Guild may file a grievance within five (5) days of the appointment and an expedited arbitration process will be utilized to resolve the matter. The Arbitrator will conduct an arbitration within twenty-one (21) days, and issue a bench decision. The decision will be final and binding upon the parties. Upon the filing of a grievance, the appointment shall be held in abeyance pending completion of the arbitration.

(x) The City will require that each member of the Police Ombudsman Commission sign a confidentiality statement confirming as a condition of service that they will not release the name(s) of employees or other individuals involved in incidents or investigations, nor any other personally identifying information. Inadvertent, de minimis disclosures shall not be considered a violation of this section. A disclosure which is more than an inadvertent, de minimis disclosure shall result in the removal of the person(s) making the disclosure from the Police Ombudsman Commission.

~~(p)~~(y) The City will require that each member of the Police Ombudsman Commission sign a statement confirming as a condition of service that she/he will only act within the authority she/he received from the City, which includes not acting outside of the duties set forth in the CBA. Acting outside of their authority shall result in the removal of the person(s) from the Police Ombudsman Commission.

~~(q)~~(z) In addition to whatever job requirements may be established by the City, one of the minimum job requirements for the members of the Police Ombudsman Commission will be to have a history that includes the establishment of a reputation for even-handedness in dealing with both complainants and the regulated parties.

(aa) If the City becomes aware that any individual within the OPO is acting outside of the authority granted or considering acting outside the authority granted the OPO, the City will immediately notify the OPO in writing to cease and desist such actions. The City shall send a copy of such correspondence to the Guild.

(bb) If the City becomes aware that the Police Ombudsman Commission is acting outside of the

authority granted or considering acting outside the authority granted the Police Ombudsman Commission, the City will immediately notify the Police Ombudsman Commission in writing to cease and desist such actions. The City shall send a copy of such correspondence to the Guild.

~~(+)(cc)~~ Nothing herein shall be construed as a waiver of the Guilds right to require the City to engage in collective bargaining as authorized by law.

ARTICLE 28 – SALARY SAVINGS PLAN

The parties agree to adopt the Guild Salary Savings Plan under the following terms:

A. Eligibility and Payment Terms

	Minimum Age	Age + Years of Service	Monthly Payment	Duration
LEOFF II	53	78	\$500	8 years (96 months)
LEOFF I	53	78	\$300	5 years (60 months)

The monthly payment will be made into an HRA account. The individual accounts are subject to deduction for administration costs. The HRA will be an inheritable asset, if allowed by law.

B. Limits and Deadlines

	2010	Subsequent years
Number eligible	10	10
Deadline to apply for the incentive	March 1, 2010	Dec. 31 of the prior year
Deadline to retire	August 30, 2010	Between January 1 and June 30

Employees must complete and turn in an application form by the above deadline in order to be eligible for the incentive. Applicants must meet retirement eligibility requirements under their LEOFF pension plan.

If the City receives applications from more than 10 employees in one year, the incentive will be given to the eligible employees highest on the seniority list. If an employee does not receive the benefit based on seniority,

that employee may be eligible for the incentive in future years.

C. Disqualifications

The intent of this program is for service retirements only. Employees who are receiving L&I or long term disability or are on medical layoff/retirement are disqualified from the incentive. If at any time during the incentive payment term the recipient of the incentive begins receiving L&I or long term disability, incentive payments under this program will cease.

Employees who have already applied and been approved for the City's Voluntary Retirement Incentive Program (VRIP) are disqualified from the incentive. Under no circumstance can an employee receive benefits from both the VRIP and the incentive program outlined by this Salary Savings Plan.

If an employee applies for the incentive but does not retire by the established deadline, the employee will not be eligible for the incentive in that year or any future year. If an employee is approved for the benefit but does not retire, then the next eligible applicant on the seniority list will receive the incentive.

D. COLA

The agreed monthly payment amounts will not be subject to any cost of living adjustment.

E. Discontinuance/Reinstatement of Plan

The City has the right to discontinue this incentive plan at any time. The City has provided notice that the program will be discontinued following 2013 retirements.

The City has the right to reinstate the plan on January 1 of any year.

If at any point the incentive is modified or discontinued, employees who have already been approved to receive the incentive will continue to receive payments under the terms that were in place at the time that they were approved for the incentive.

Resources Department will contact the employee or Guild representative and require additional information be supplied. A decision will not be rendered until adequate documentation is supplied.

d. The decision of the committee shall be final; however, if the decision of the committee is to deny the request, the requester has the right to petition the committee for reconsideration. The decision of the committee shall not be subject to the grievance procedure.

e. There shall be no retroactive applications of donated leave.

4. Donating Leave

a. Guild members wishing to donate leave shall send the Leave-Sharing Donation form to the Payroll Division for processing.

b. All donated leave shall be in full days. A day shall be considered eight (8) hours regardless of whether the employee is on a flex schedule or compressed workweek. No differentiation will be made between the salary level of the donor and the recipient.

c. An employee may donate a total of ten (10) days of vacation time, illness leave, or compensatory time, or any combination that does not exceed ten (10) days, in any calendar year. All donations shall be entered as illness leave in the recipient's account.

d. Donations of vacation time or illness leave may not bring the donor's balances below thirteen (13) days each.

e. All donations of leave shall be strictly voluntary and confidential and shall be done on the Leave-Sharing Donation form. The donor shall designate the recipient.

f. No employee shall be coerced, threatened, intimidated, or financially induced into donating leave.

g. Once leave has been donated, it becomes the recipient's leave regardless of any changes in his/her employment status, subject to the maximum stated in section 5(d) below.

h. If the employee receiving the leave sharing donations passes away before using all donated hours, the employee's beneficiary will receive a maximum payout of up to ten (10) days in accordance with the City policy on payouts. The remaining hours will be deleted from the system.

5. Leave-Sharing Bank

a. The employees of the Police Guild will have access to the leave-sharing bank. All donations shall

Clifton, Kimberly

To: Pfister, Terri
Subject: RE: Police Contract

-----Original Message-----

From: Hanna Bethie <hannabethie@gmail.com>

Sent: Thursday, June 11, 2020 2:15 PM

To: Mayor <mayor@spokanecity.org>; Beggs, Breean <bbeggs@spokanecity.org>; Wilkerson, Betsy <bwilkerson@spokanecity.org>; Cathcart, Michael <mcathcart@spokanecity.org>; Burke, Kate M. <kateburke@spokanecity.org>; Kinnear, Lori <lkinnear@spokanecity.org>; Stratton, Karen <kstratton@spokanecity.org>; Mumm, Candace <cmumm@spokanecity.org>; Pfister, Terri <tpfister@spokanecity.org>
Subject: Police Contract

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Dear Elected Spokane Mayor and Council People,

We want the police officers to get a union contract but not this one.

I am calling on you to refuse to approve any contract that fails to create independent investigations and transparent public closing reports or fails to protect the full independence and authority of the Office of Police Ombudsman and Ombudsman Commission.

I am writing to call on you to reject the proposed contract because it guts the independence of the Office of Police Ombudsman and the Ombudsman Commission and violates the City Charter:

- The proposed contract prohibits independent investigations of police behavior
- The proposed contract prohibits public closing reports with findings and recommendations on Internal Affairs investigations of police behavior
- The proposed contract would gut the independence of the Office of Police Ombudsman and the community members on the Office of Police Ombudsman Commission.
- The proposed contract would reduce OPO participation in Use of Force review
- The proposed contract fails to give OPO authority to mandate officer interviews.

Please respond with your position on this issue.

Thank You

Sincerely,

Concerned Young Voter
Hanna

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

06/29/2020

<u>Date Rec'd</u>	6/17/2020
<u>Clerk's File #</u>	OPR 2017-0488
<u>Renews #</u>	

<u>Submitting Dept</u>	WATER & HYDROELECTRIC SERVICES	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	LOREN SEARL 625-7851	<u>Project #</u>	
<u>Contact E-Mail</u>	LSEARL@SPOKANECITY.ORG	<u>Bid #</u>	4366-17
<u>Agenda Item Type</u>	Purchase w/o Contract	<u>Requisition #</u>	VALUE BLANKET
<u>Agenda Item Name</u>	4100 BACKFLOW PREVENTION DEVICES - VALUE BLANKET RENEWAL		

Agenda Wording

Renewal of existing value blanket order for backflow prevention devices with Keller Supply Co. (Spokane, WA) for \$125,000.00 including tax.

Summary (Background)

Bid #4366-17 was publicly solicited in May 2017. Five (5) bids were received. The business was awarded to Keller Supply as the low responsive, responsible bidder and renewed in 2018 and 2019 at a five (5) and two (2) percent cost increase, respectively. This renewal is proposed at a roughly two-and-a-half (2.5) percent increase and the department recommends acceptance. This is the third annual renewal at mutual consent; one (1) such option remains.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Expense \$ 125,000.00		# 4100-42440-94350-56595-99999
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	SAKAMOTO, JAMES	<u>Study Session\Other</u> PIES 6/22/2020
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Council Sponsor</u> PRESIDENT BEGGS
<u>Finance</u>	ALBIN-MOORE, ANGELA	Distribution List
<u>Legal</u>	SCHOEDEL, ELIZABETH	sjohnson@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	
<u>Additional Approvals</u>		
<u>Purchasing</u>	PRINCE, THEA	

Briefing Paper

Public Infrastructure, Environment, & Sustainability Committee

Division & Department:	Public Works, 4100 Water & Hydroelectric Services
Subject:	Backflow Prevention Devices – Annual Value Blanket
Date:	22 June 2020
Author (email & phone):	Loren Searl, lsearl@spokanecity.org , x7851
City Council Sponsor:	Breean Beggs, Council President
Executive Sponsor:	Scott Simmons, Director – Public Works
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Funding for this order is included annually in the Water & Hydroelectric Services department budget.
Strategic Initiative:	Innovative Infrastructure, Urban Experience
Deadline:	The existing value blanket for these products expires August 1, 2020.
Outcome: (deliverables, delivery duties, milestones to meet)	This order supports the competitive procurement of backflow prevention devices on an as-needed basis for new construction and the replacement of obsolete devices over a one year period.
Background/History: <i>Bid #4366-17 for Backflow Prevention Devices was publicly solicited in the May 2017. Five bids were received. Award was correspondingly recommended to Keller Supply (Spokane, WA) as the low responsive, responsible bidder for an annual value blanket. This represents the third annual renewal at mutual consent; one annual renewal option remains.</i>	
Executive Summary: <ul style="list-style-type: none"> • Award recommended to Keller Supply (Spokane, WA) for \$125,000.00 including tax • Third renewal, one renewal option remaining • Original Bid #4366-17 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: N/A Other budget impacts: None	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: None Known challenges/barriers: None	

Product	2017/2018	2018/2019	Increase	2019/2020	Increase	2020/2021 Proposed	Increase
3" DCVA	\$ 761.58	\$ 799.66	5.00%	\$ 814.52	1.86%	\$ 835.00	2.51%
4" DCVA	\$ 796.06	\$ 835.86	5.00%	\$ 851.40	1.86%	\$ 872.00	2.42%
6" DCVA	\$ 1,325.12	\$ 1,391.38	5.00%	\$ 1,417.24	1.86%	\$ 1,453.00	2.52%
8" DCVA	\$ 2,082.76	\$ 2,186.90	5.00%	\$ 2,227.55	1.86%	\$ 2,283.00	2.49%
10" DCVA	\$ 2,857.14	\$ 3,000.00	5.00%	\$ 3,055.76	1.86%	\$ 3,133.00	2.53%
4" DCDA	\$ 1,153.70	\$ 1,211.39	5.00%	\$ 1,233.90	1.86%	\$ 1,265.00	2.52%
6" DCDA	\$ 1,542.86	\$ 1,620.00	5.00%	\$ 1,650.12	1.86%	\$ 1,690.00	2.42%
8" DCDA	\$ 2,391.13	\$ 2,510.69	5.00%	\$ 2,557.36	1.86%	\$ 2,620.00	2.45%
10" DCDA	\$ 3,152.71	\$ 3,310.35	5.00%	\$ 3,371.88	1.86%	\$ 3,456.00	2.49%
4" RP	\$ 1,064.04	\$ 1,117.24	5.00%	\$ 1,138.01	1.86%	\$ 1,167.00	2.55%
6" RP	\$ 1,809.85	\$ 1,900.34	5.00%	\$ 1,935.67	1.86%	\$ 1,984.00	2.50%
8" RP	\$ 3,276.75	\$ 3,440.59	5.00%	\$ 3,504.55	1.86%	\$ 3,593.00	2.52%

Washington State Department of Revenue

[Services](#)[Business Lookup](#)[KELLER SUPPLY COMPANY](#)

License Information:

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

Entity name: KELLER SUPPLY CO.

Business name: KELLER SUPPLY COMPANY

Entity type: [Profit Corporation](#)

UBI #: 578-008-629

Business ID: 001

Location ID: 0004

Location: Active

Location address: 601 N FREYA ST
SPOKANE WA 99202-4610

Mailing address: 3209 17TH AVE W
SEATTLE WA 98119-1708

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

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

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance
Minor Work Permit				Active	Dec-31-2020	Jun-23-1997
Spokane General Business	T12019839BUS			Active	Dec-31-2020	Oct-15-2012

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

Governing people	Title
DEBELL, GEORGE W	
KELLER, MICHELE	
KELLER, NEIL R	
MURPHY, MICHAEL P	
SULMAN, BARBARA	
SULMAN, STUART	
WARNER, DAVID	

Registered Trade Names

Registered trade names	Status	First issued
KELLER AIR	Active	Sep-15-2008
KELLER SUPPLY 99 (3210)	Active	Dec-20-2019
LEISURE SUPPLY	Active	Dec-21-1988

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 6/16/2020 4:48:48 PM

Working together to fund Washington's future

Expenditure Control Form



1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date: 6/2/20

Type of expenditure: Goods ☒ Services ☐

Department: Water

Approving Supervisor: Loren Searl

Amount of Proposed Expenditure: \$125,000

Funding Source: Water Department Budget

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

Current value blanket is expiring 8/2/20. A new value blanket is necessary to support permit purchases for installation of new taps and meters, with associated backflow prevention devices, by water department crews.

What are the impacts if expenses are deferred?

Inability install new water taps requiring backflow prevention.

What alternative resources have been considered?

None.

Description of the goods or service and any additional information?

Renewal of VB300883 - Backflow Prevention Devices.
 3"-10" Double Check Valve Assemblies
 4"-10" Double Check Detector Assemblies
 4"-8" Reduced Pressure Zone Assemblies

Person Submitting Form/Contact: Ryan Treffry x7817

FINANCE SIGNATURE:

DocuSigned by:

Tonya Wallace

CBC812B631244E9...

CITY ADMINISTRATOR SIGNATURE:

DocuSigned by:

[Signature]

9C36E3376992442...

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

06/29/2020

Date Rec'd	6/17/2020
Clerk's File #	OPR 2019-0312
Renews #	

Submitting Dept	STREETS	Cross Ref #	
Contact Name/Phone	CLINT HARRIS X7744	Project #	
Contact E-Mail	CEHARRIS@SPOKANECITY.ORG	Bid #	RFQ 781-19
Agenda Item Type	Purchase w/o Contract	Requisition #	
Agenda Item Name	1100 - PERFORATED SQUARE STEEL TUBING		

Agenda Wording

Street Department worked with Purchasing Department on Request for Quote (#781-19) for Perforated Square Steel Tubing, awarded to Traffic Safety Supply Co. There are up to four (4) one-year optional renewal periods. This would be the first renewal.

Summary (Background)

These Perforated Square Steel Tubing (PSST) have been approved as crashworthy breakaway sign posts, meeting FHWA's 1993 NCHRP 350 report. The Signs & Markers Section is responsible for installation, maintenance and timely replacement of traffic signing that has become worn out, damaged or removed. Signs & Markers performs over 10,000 maintenance functions each year. The production, installation and maintenance of 91,286 traffic signs is part of Street Department's Signs & Markers annual tasks.

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

Expense	\$ \$60,000.00	# 1100-21400-42640-53210-99999
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	HARRIS, CLINT E.	<u>Study Session\Other</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Council Sponsor</u>	
<u>Finance</u>	WALLACE, TONYA	Distribution List	
<u>Legal</u>		ceharris@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	ssimmons@spokanecity.org	
Additional Approvals		jlargent@spokanecity.org	
<u>Purchasing</u>		meveland@spokanecity.org	
		tprince@spokanecity.org	
		dmitchell@spokanecity.org	
		mstevenson@spokanecity.org	

Briefing Paper

Public Infrastructure, Environment & Sustainability Committee

Division & Department:	Street Department
Subject:	Approval of a 1-year Value Blanket Order for Perforated Square Steel Tube (traffic sign posts), from Traffic Safety Supply Co., Portland, OR, using City of Spokane Quote #781-19, not to exceed \$60,000.00.
Date:	
Contact (email & phone):	Clint Harris (ceharris@spokanecity.org X7744)
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Maintain infrastructure.
Background/History: The Street Department worked with the Purchasing Department in producing a Request For Quote (#781-19); which was awarded to Traffic Safety Supply Co. These devices have been approved as crashworthy break away sign post, meeting FHWA's 1993 NCHRP 350 Report. There are up to four (4) one-year optional renewal periods. This would be the first renewal.	
Executive Summary: The Signs and Markers Section is responsible for installation, maintenance and timely replacement of traffic signing that has become worn out, damaged or removed. Signs and Markers performs over 10,000 maintenance functions each year. The production, installation and maintenance of the 91,286 traffic signs is part of Street Department's Signs and Markers annual tasks.	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

Expenditure Control Form



1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
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Today's Date: 5/26/2020 **Type of expenditure:** Goods ☒ Services ☐

Department: Street Department - Signs/Markers

Approving Supervisor: Clint E. Harris

Amount of Proposed Expenditure: \$60K VB

Funding Source: Street Department/Signs/Markers 21400 - 53210

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

Request is to set up a Value Blanket for the purchase of sign posts throughout the year. Stock on hand would be depleted before purchasing from vendor.

What are the impacts if expenses are deferred?

Not having sign posts when stock is depleted.

What alternative resources have been considered?

There are no other alternatives known at this time.

Description of the goods or service and any additional information?

PSST's are perforated steel sign posts that are used to install most signs in the city.

Person Submitting Form/Contact: Clint Harris 625-7744

FINANCE SIGNATURE:

TH

CITY ADMINISTRATOR SIGNATURE:

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

06/29/2020

Date Rec'd

6/2/2020

Clerk's File #

OPR 2019-0313

Renews #**Submitting Dept**

STREETS

Cross Ref #**Contact Name/Phone**

CLINT HARRIS X7744

Project #**Contact E-Mail**

CEHARRIS@SPOKANECITY.ORG

Bid #

RFQ 783-19

Agenda Item Type

Purchase w/o Contract

Requisition #**Agenda Item Name**

1100 - THERMOPLASTIC PRODUCTS

Agenda Wording

Street Department worked with Purchasing Department on Request for Quote (#783-19) for Thermoplastic Products, awarded to Ennis-Flint Trading Co. There are four (4) one-year optional renewal periods. This would be the first renewal.

Summary (Background)

The Signs & Markers Section is responsible for the maintenance of 557 marked crossings, 432 stop bars and 487 roadway stencils, in thermoplastic, each year. The installation and maintenance of the combined 1476 thermoplastic markings is part of the Street Department's annual tasks. Roadway markings provide important information to all roadway users while allowing minimal diversion of attention from the roadway.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Expense \$ \$85,000.00

1100-21400-42640-53210-99999

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

HARRIS, CLINT E.

Study Session\Other**Division Director**

SIMMONS, SCOTT M.

Council Sponsor**Finance**

ORLOB, KIMBERLY

Distribution List**Legal**

ODLE, MARI

ceharris@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

ssimmons@spokanecity.org

Additional Approvals

jlargent@spokanecity.org

Purchasing

tprince@spokanecity.org

meveland@spokanecity.org

dmitchell@spokanecity.org

mstevenson@spokanecity.org

Briefing Paper

Public Infrastructure, Environment & Sustainability Committee

Division & Department:	Street Department
Subject:	Approval of a 1-year Value Blanket Order for Preformed Thermoplastic products, from Flint Trading Inc., Greensboro, N.C., using City of Spokane Quote #783-19 not to exceed \$85,000.00.
Date:	
Contact (email & phone):	Clint Harris (ceharris@spokanecity.org X7744)
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Maintain infrastructure.
Background/History: The Street Department worked with the Purchasing Department in producing a Request For Quote (#783-19); which was awarded to Flint Trading Inc. There are up to four (4) one-year optional renewal periods. This would be the first renewal.	
Executive Summary: The Signs and Markers Section is responsible for the maintenance of 557 marked crossings, 432 stop bars, and 487 roadway stencils, in thermoplastic, each year. The installation and maintenance of the combined 1476 thermoplastic markings is part of Street Department's annual tasks. Roadway markings provide important information to all roadway users while allowing minimal diversion of attention from the roadway. Thermoplastic installation and maintenance costs are greater than that of painted markings. Paint only last about one year whereas the estimated lifespan of thermoplastic is 3 to 5 years; this adds to year-round visibility for the roadway users, reduces exposure for workers in the roadway and allows workers to accomplish more signing and striping tasks on an annual basis.	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

Expenditure Control Form



1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date: 5/26/2020 **Type of expenditure:** Goods ☒ Services ☐

Department: Street Department - Signs/Markers

Approving Supervisor: Clint E. Harris

Amount of Proposed Expenditure: \$85K

Funding Source: Streets - Signs/Markers 21400-53210

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

Request is to set up a Value Blanket Contract worth \$85,000 for purchasing of preformed plastic. Crews will deplete all stock on hand and prioritize locations where the thermo plastic is installed.

What are the impacts if expenses are deferred?

Not enough thermo plastic to install.

What alternative resources have been considered?

Painting will be considered in lieu of thermoplastic at locations where it is deemed practical.

Description of the goods or service and any additional information?

The value blanket is to purchase thermoplastic that is used as a marking at crosswalks and other locations throughout the city.

Person Submitting Form/Contact: Clint Harris 625-7744

FINANCE SIGNATURE:



CITY ADMINISTRATOR SIGNATURE:

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

06/29/2020

<u>Date Rec'd</u>	6/5/2020
<u>Clerk's File #</u>	OPR 2019-0457
<u>Renews #</u>	

<u>Submitting Dept</u>	INNOVATION & TECHNOLOGY	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	MICHAEL 625-6468	<u>Project #</u>	
<u>Contact E-Mail</u>	MSLOON@SPOKANECITY.ORG	<u>Bid #</u>	RFP #4196-16
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	CR21782
<u>Agenda Item Name</u>	5300 PMWEB SOFTWARE 2020 MAINTENANCE RENEWAL		

Agenda Wording

Contract with PMWeb, Inc for continued professional services of the Capital Project Management Software. July 1, 2020 through June 30, 2021. Contract amount is \$100,000.

Summary (Background)

The City selected PMWeb, Inc through RFP #4196-16 to provide Capital Project Management software. PMWeb is a SaaS (Software as a Service) solution that will be hosted and maintained by PMWeb. Professional services are required for on-going training, report development, PMWeb software enhancements, software configuration, and workflow development in support of existing contract OPR2017-0005.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Expense \$ 20,000.00		# 4250-30210-38141-54201-99999
Expense \$ 80,000.00		# 0370-30210-44200-53104-99999
Select \$		#
Select \$		#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	SLOON, MICHAEL	<u>Study Session\Other</u> 6/8/2020 Urban
<u>Division Director</u>	SLOON, MICHAEL	<u>Council Sponsor</u>
<u>Finance</u>	BUSTOS, KIM	Distribution List
<u>Legal</u>	ODLE, MARI	Accounting - ywang@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	Contract Accounting - aduffey@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
		PMWeb - michael.vernon@pmweb.com

Briefing Paper

Urban Experience Committee

Division & Department:	Innovation and Technology Services Division
Subject:	PMWeb, Inc. Professional Services Contract
Date:	
Author (email & phone):	Michael Sloon, msloon@spokanecity.org, 625-6468
City Council Sponsor:	June 8, 2020
Executive Sponsor:	Eric Finch and Michael Sloon
Committee(s) Impacted:	Urban Experience Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	PMWeb Annual Professional Services Utilizing Budget Account # 4250-30210-38141-54201-99999 Utilizing Budget Account # 0370-30210-44200-53104-99999
Strategic Initiative:	Sustainable Resources
Deadline:	June 30, 2020
Outcome: (deliverables, delivery duties, milestones to meet)	Continuation of professional services for Integrated Capital Management and Engineering.
<u>Background/History:</u>	
<p>The City selected PMWeb, Inc through RFP #4196-16 to provide Capital Project Management software. PMWeb is a SaaS (Software as a Service) solution that will be hosted and maintained by PMWeb. Professional services are required for on-going training, report development, PMWeb software enhancements, software configuration, and workflow development in support of existing contract OPR2017-0005.</p>	
<u>Executive Summary:</u>	
<ul style="list-style-type: none"> Contract with PMWeb, Inc. for Professional Services and Support of the City's Capital Project Management software. Requesting \$100,000.00 for the extension of this contract. Term is July 1, 2020 – June 30, 2021 2019 Contracted amount \$100,000.00. 	
<u>Budget Impact:</u>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<u>Operations Impact:</u>	
Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

Expenditure Control Form



1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date: 6/2/2020

Type of expenditure:

Goods



Services



Department: Engineering & ICM

Approving Supervisor: Kyle Twohig and Katherine Miller

Amount of Proposed Expenditure: \$100,000

Funding Source: 4250-30210-38141-54201/0370-30210-44200-53104

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

This is an extension of a current contract with PMWeb, Inc for professional services which expires on June 30, 2020.

What are the impacts if expenses are deferred?

ICM and Engineering are currently in the critical phase of launching the City's Capital Project Management software (PMWeb) within design and construction over the next year. \$80,000 will be used within Engineering Services and \$20,000 within ICM.

Expenditure Control Form



1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

What alternatives were considered?

There are no other available alternatives.

Description of the goods or service and any additional information?

Contract for Professional Services with PMWeb, LLC for include training, report development, software enhancements, software configuration and workflow development in support of existing contract OPR2017-0005.

Person Submitting Form/Contact: Carlos Plascencia

FINANCE SIGNATURE:

DocuSigned by:

Tonya Wallace

CBC812B031244E9...

CITY ADMINISTRATOR SIGNATURE:

DocuSigned by:

[Signature]

9C36E3376992442...



City of Spokane

CONTRACT EXTENSION

Title: **PROFESSIONAL SERVICES**

This Contract Extension is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **PMWEB**, whose address is 1 Pope Street, Wakefield, Massachusetts, 01880 ("Company"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Company agreed to provide Capital Project Management Software for the Public Works Division for department wide management of capital improvement projects, and

WHEREAS, the Contract time for performance needs to be extended, thus the original Contract needs to be formally extended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract, dated July 8, 2019 and July 25, 2019, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE TERM.

This Contract Extension shall become effective on July 1, 2020 and shall end on June 30, 2021.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)**, including tax, in accordance with the attached invoice, for everything furnished and done under this Contract Extension. This is the maximum amount to be paid under this Extension, 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 Extension by having legally-binding representatives affix their signatures below.

PMWEB

By _____
Signature Date

Type or Print Name

Title

Attest:

City Clerk

CITY OF SPOKANE

By _____
Signature Date

Type or Print Name

Title

Approved as to form:

Assistant City Attorney

20-095



Change Order Estimate

Date:	6/1/2020	PMWeb Version:	6.0.03
Client:	City of Spokane	Billing Type:	Not To Exceed
Contact:	Kyle Twohig	Target Date:	TBD
Email:	ktwohig@spokanecity.org	Total Hours:	500.00
Phone #:	+1 (509) 625-6152	Rate:	\$200.00 per hour
Scope:	Contract Extension		
Ticket(s):		Total Labor Cost:	\$100,000.00
PMWeb Agent:	Patrick Gaffney	Travel Allowance:	\$0.00
		Total Cost:	\$100,000.00

Detailed Scope of Work

Extend PMWEB Professional Services Contract OPR 2019-0457 one year.

Terms

1. Pricing is valid for 30 days.
2. Various Agreements with Full T&C's, if applicable, will be sent once quote is approved
3. To be billed monthly in arrears of services performed on actual billable time and travel expenses incurred up to, but not exceeding, the limits indicated above. Should the time become exhausted, PMWeb reserves the right to cease work until an additional Change Order is executed by both Client and PMWeb.
4. All amounts in U.S. Dollars
5. Travel & expenses, if applicable, will be billed additionally.
6. Upon delivery of services, Client will have 14 calendar days to notify PMWeb of any deficiencies or the work will be deemed completed to the satisfaction of the Client.
7. Customizations and Custom Reports are not supported under the PMWeb Support & Maintenance Agreement. As such all customization support will be billed on a Time & Materials basis. These customizations (if any) are guaranteed to function as per the attached SOW only for the PMWeb version indicated above. Should these customizations cease to function as expected on a version of PMWeb other than that as indicated above, PMWeb reserves the right to refuse to repair them without a signed proposal for said repairs.
8. Should Client opt to cancel the work for this Estimate, PMWeb will charge Client on Actual Time Worked at a rate of \$250.00 per hour up to the "Total Cost" on the Estimate, including any Travel Expenses incurred during the performance of said work

Additional Provisions

Client has been informed of, and accepts the following additional provisions:

PMWeb Authorization

Michael Vernon

Digitally signed by Michael Vernon
Date: 2020.06.02 08:24:07 -04'00'

Signature of Authorized Agent

Date

Print Name: _____

Print Title: _____

City of Spokane Authorization

DocuSigned by:



0CCB8F476024438...

Signature of Authorized Agent

6/16/2020

Date

Print Name: Kyle Twohig

Print Title: Director of Engineering Services

Washington State Department of Revenue

[Services](#)[Business Lookup](#)[PMWEB](#)

License Information:

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

Entity name: PMWEB, INC.

Business name: PMWEB

Entity type: [Corporation](#)

UBI #: 604-090-803

Business ID: 001

Location ID: 0001

Location: Active

Location address: 1 POPE ST
WAKEFIELD MA 01880-2179

Mailing address: 1 POPE ST
WAKEFIELD MA 01880-2179

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

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

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance
Spokane General Business - Non-Resident				Active	Feb-28-2021	Mar-20-2017

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

Governing people	Title
JAUDE, MARC	President

The Business Lookup information is updated nightly. Search date and time: 5/15/2020 10:09:01 AM

Working together to fund Washington's future



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/08/2019

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

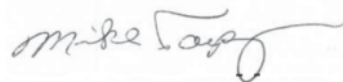
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer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

PRODUCER Tarpey Insurance Group, Inc. 343 Washington Street New ton, MA 02458	CONTACT NAME: Mike Tarpey	
	PHONE (A/C, No. Ext): 617-527-6070	FAX (A/C, No.): 617-527-1980
INSURED PMWeb, Inc. 1 Pope Street Wakefield, MA 01880	E-MAIL ADDRESS: Mike@tarpeyinsurance.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Travelers Cas & Sure of ILL	NAIC # 19046
	INSURER B: Travelers Indemnity Co of IL	25674
	INSURER C: Travelers Insurance Co	36161
	INSURER D:	
INSURER E:		
INSURER F:		

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6805407R826	07/22/2019	07/22/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6805407R826	07/22/2019	07/22/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 5,000			CUP7E642032	07/22/2019	07/22/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Crime			106900309	04/03/2019	04/03/2020	Computer Fraud 1,000,000 Employee Dishonesty 1,000,000

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

CERTIFICATE HOLDER City of Spokane 808 W Spokane Falls Blvd Spokane, WA 992013344	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

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

06/29/2020

<u>Date Rec'd</u>	6/17/2020
<u>Clerk's File #</u>	OPR 2016-0267
<u>Renews #</u>	
<u>Cross Ref #</u>	RES 2018-0022
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	CR21746

<u>Submitting Dept</u>	INNOVATION & TECHNOLOGY
<u>Contact Name/Phone</u>	MICHAEL 625-6468
<u>Contact E-Mail</u>	MSLOON@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	5300 JOURNAL TECH JUSTWARE ANNUAL 2020

Agenda Wording

2020 Annual maintenance, support and upgrades of Justware Case Mgmt Software for the period of 1/1/2020 through 12/31/2020 for \$120,761.95 including tax.

Summary (Background)

This contract combines the annual maintenance and support for City Prosecutor, Probation, Pubic Defender, and Municipal Court. Using the same case management software package with custom modules designed specifically for the various agencies, improves efficiency and aids in establishing consistency in case counting methodology and reporting across the various agencies, in addition to allowing each agency to use the City's existing document imaging system to move towards a paperless environment.

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

Expense	\$ \$120,761.95	# 5300-73300-18850-54820
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SLOON, MICHAEL	<u>Study Session\Other</u>	6/8/2020 Urban
<u>Division Director</u>	SLOON, MICHAEL	<u>Council Sponsor</u>	
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>	
<u>Legal</u>	ODLE, MARI	Accounting - ywang@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	Contract Accounting - aduffey@spokanecity.org	
<u>Additional Approvals</u>		Legal - modle@spokanecity.org	
<u>Purchasing</u>	STOPHER, SALLY	Purchasing - cwahl@spokanecity.org	
		IT - itadmin@spokanecity.org	
		Tax & Licenses	
		Maryjoe Rodriguez - mrodriguez@journaltech.com	

Briefing Paper

Urban Experience Committee

Division & Department:	Innovation and Technology Services Division
Subject:	Journal Technologies, Inc. Annual Support and Upgrades
Date:	June 8, 2020
Author (email & phone):	Michael Sloon, msloon@spokanecity.org, 625-6468
City Council Sponsor:	
Executive Sponsor:	Eric Finch and Michael Sloon
Committee(s) Impacted:	Urban Experience Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	ITSD – Annual Support and Upgrades of Justware Case Management Software and annual subscription of Business Intelligence. Utilizing Budget Account #5300-73300-18850-54820
Strategic Initiative:	Sustainable Resources
Deadline:	January 1, 2020
Outcome: (deliverables, delivery duties, milestones to meet)	Ongoing annual maintenance and support
Background/History: This contract is an annual maintenance and support for City Prosecutor, Probation, Public Defender, and Municipal Court. Using the same case management software package with custom modules designed specifically for the various agencies, improves efficiency and aids in establishing consistency in case counting methodology and reporting across the various agencies, in addition to allowing each agency to use the City's existing document imaging system to move towards a paperless environment.	
Executive Summary: <ul style="list-style-type: none"> Requesting \$120,761.95 including tax for the renewal of this contract. 2019 annual amount was \$117,327.76 Term is January 1, 2020 – December 31, 2020 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	



City of Spokane

CONTRACT AMENDMENT EXTENSION

**Title: JOURNAL TECHNOLOGIES, INC. FOR THE
MAINTENANCE OF JUSTWARE LEGAL CASE
MANAGEMENT SOFTWARE**

This Contract Amendment/Extension is made and entered into by and between the **City of Spokane**, a Washington municipal corporation, whose address is West 808 Spokane Falls Blvd., Spokane, Washington, 99201, as ("City") and **Journal Technologies, Inc.**, whose address is 843 South 100 West, Logan, Utah, 84321, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the Parties entered into an agreement wherein the "Company" provides the City of Spokane with Justware Legal Case Management software and tech support for Spokane Municipal Court, City Prosecutor's and Probation Services; and,

WHEREAS, a change in the original contract and/or revision of the Work has been requested, and the Contract time for performance needs to be extended, thus the original Contract needs to be formally Amended and Extended 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, 2016, any previous amendments, renewals and/or extensions thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATES.

This Contract Amendment/Extension shall become effective January 1, 2020 and shall end December 31, 2020.

3. AMENDMENT.

The original Agreement required quarterly renewals. The parties agree to renew on an annual basis going forward.

4. COMPENSATION.

The City shall pay a maximum cost not to exceed **ONE HUNDRED TWENTY THOUSAND, SEVEN HUNDRED SIXTY ONE AND 95/100 DOLLARS (\$120,761.95), including applicable taxes**, for everything furnished and done under this Contract Amendment/Extension in accordance with the attached invoices. This is the maximum amount to be paid under this Amendment/Extension, 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/Extension by having legally-binding representatives affix their signatures below.

JOURNAL TECHNOLOGIES, INC.

CITY OF SPOKANE

By: _____
Signature Date

By: _____
Signature Date

Type or Print Name

Type or Print Name / Title

Title

Title

602-789-541 T11052911BUS
WA. UBI No. Endorsement

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

20-094

Invoice

Page: 1

JOURNAL TECHNOLOGIES, INC.

843 South 100 West

Logan, UT 84321 USA

accounting@journaltech.com

Phone: 435-713-2100

Number: 0000004616

Date: 10/17/2019

Salesperson:

Customer: 3212

Please make check payable to: Journal Technologies, Inc., 915 E. 1st Street, Los Angeles, CA 90012

Sold To	Ship To
SPOKANE MUNICIPAL PROSECUTORS, PROBATION 1100 W Malloon Spokane, WA 99260 USA	SPOKANE MUNICIPAL PROSECUTORS, PROBATION 1100 W Malloon Spokane, WA 99260 USA

Customer P.O.	Ship Via	F.O.B	Terms
3212-S			Net 30 days

Description	Qty Shipped	Price	Amount
Support 69 JustWare, 2 API, Pro.Prob.Pubd.	1.00	12,783.81	12,783.81
Pros, Prob, Pubd. 8.9%	1.00	1,137.76	1,137.76
Support 46 JustWare, API, Web, Crt.	1.00	14,120.86	14,120.86
Taxes and Other Fees 8.9%	1.00	1,256.76	1,256.76
BI Annual Subscription 25 Hours Pros., Prob., Pubd., Crt.	1.00	860.84	860.84
Taxes and Other Fees Pros., Prob., Pubd., Crt.	1.00	76.61	76.61

----- LAST ITEM -----

Quarterly Sup Renewal 1/01/2020-03/31/2020

Subtotal	30,236.64
Freight	0.00
Sales Tax	0.00
Trade Discount	0.00
Payment/Credit Amount	0.00
Balance	30,236.64

Invoice

Page: 1

JOURNAL TECHNOLOGIES, INC.

843 South 100 West

Logan, UT 84321 USA

accounting@journaltech.com

Phone: 435-713-2100

Number: 0000004995

Date: 5/17/2020

Salesperson:

Customer: 3212

Please make check payable to: Journal Technologies, Inc., 915 E. 1st Street, Los Angeles, CA 90012

Sold To	Ship To
SPOKANE MUNICIPAL PROSECUTORS, PROBATION 1100 W Malloon Spokane, WA 99260 USA	SPOKANE MUNICIPAL PROSECUTORS, PROBATION 1100 W Malloon Spokane, WA 99260 USA

Customer P.O.	Ship Via	F.O.B	Terms
			Net 30 days

Description	Qty Shipped	Price	Amount
JW Support & Upgrades 46 JustWare, API, Web, Crt.; \$14,120.86 per quarter x 3 = \$42,362.58 x 1.0299% = \$43,629.	1.00	43,629.00	43,629.00
Sales Tax - 8.9% 8.9% x \$43,629.00 = \$3,882.98	1.00	3,882.98	3,882.98
JW Support & Upgrades 69 JustWare, 2 API, Pro Prob Pubd \$12,783.81 quarterly x 3 = \$38,351.43 x 1.0299% = \$39,498.00	1.00	39,498.00	39,498.00
Sales Tax 8.9% 8.9% Tax of \$39,498 = \$3,515.33	1.00	3,515.33	3,515.33

----- LAST ITEM -----

JW Annual Sup & Upgrades - 4/1/2020 to 12/31/2020	Subtotal	90,525.31
	Freight	0.00
	Sales Tax	0.00
	Trade Discount	0.00
	Payment/Credit Amount	0.00
	Balance	90,525.31

Washington State Department of Revenue

[Services](#)[Business Lookup](#)[JOURNAL TECHNOLOGIES, INC.](#)

License Information:

[New search](#)[Back to results](#)**Entity name:** JOURNAL TECHNOLOGIES, INC.**Business name:** JOURNAL TECHNOLOGIES, INC.**Entity type:** [Profit Corporation](#)**UBI #:** 602-789-541**Business ID:** 001**Location ID:** 0001**Location:** Active**Location address:** 915 E 1ST ST
LOS ANGELES CA 90012-4050**Mailing address:** 915 E 1ST ST
LOS ANGELES CA 90012-4050**Excise tax and reseller permit status:** [Click here](#)**Secretary of State status:** [Click here](#)

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance
Federal Way General Business - Non-Resident	16-101615-00-BL			Active	Dec-31-2020	Apr-04-2016
Spokane General Business - Non-Resident	T11052911BUS			Active	Dec-31-2020	Oct-15-2012

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

Governing people	Title
----------------------------------	-----------------------

JOURNAL TECHNOLOGIES, INC.

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 3/5/2020 9:30:19 AM

Working together to fund Washington's future



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/5/2020

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

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

PRODUCER Bolton & Company 3475 E. Foothill Blvd., Suite 100 Pasadena, CA 91107 www.boltonco.com 0008309		CONTACT NAME: PHONE (A/C, No. Ext): (626) 799-7000 FAX (A/C, No): (626) 583-2117 E-MAIL ADDRESS:															
INSURED Journal Technologies, Inc. Daily Journal Corporation 915 E. First Street Los Angeles CA 90012		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Hartford Fire Insurance Company</td> <td>19682</td> </tr> <tr> <td>INSURER B: Trumbull Insurance Company</td> <td>27120</td> </tr> <tr> <td>INSURER C: Hartford Casualty Insurance Company</td> <td>29424</td> </tr> <tr> <td>INSURER D: Hartford Underwriters Insurance Company</td> <td>30104</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Fire Insurance Company	19682	INSURER B: Trumbull Insurance Company	27120	INSURER C: Hartford Casualty Insurance Company	29424	INSURER D: Hartford Underwriters Insurance Company	30104	INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #																
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INSURER B: Trumbull Insurance Company	27120																
INSURER C: Hartford Casualty Insurance Company	29424																
INSURER D: Hartford Underwriters Insurance Company	30104																
INSURER E:																	
INSURER F:																	

COVERAGES

CERTIFICATE NUMBER: 54476984

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Deductible \$0 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	72UUNZD0574	1/1/2020	1/1/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> NO OWNED AUTOS			72UUNZD0574	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired Auto PD Ded \$1000\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			72RHUZD0339	1/1/2020	1/1/2021	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	72WEGH2790	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Software Errors & Omissions & Cyber Liability - PROFESSIONAL LIABILITY CLAIMS MADE FORM			72 TE 0323455-19	1/1/2020	1/1/2021	Limit \$5,000,000 per Glitch Limit: \$5,000,000 Aggregate Retention \$250,000
A	Crime - Employee Theft			72UUNZD0574	1/1/2020	1/1/2021	Limit \$50,000

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

GL Additional Insured, Primary & Non-Contributory Wording and Waiver of Subrogation apply per HG 00 01 09 16 attached, only if required by written contract/agreement. Additional Insured(s): City of Spokane, MIS Department

CERTIFICATE HOLDER

CANCELLATION

City of Spokane, MIS Department
 Attn: Joan Hamilton, Operations Manager
 808 W Spokane Falls Blvd., 7th Floor
 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

Debra Rosas

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ACORD 25 (2016/03)

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with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

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 the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which such insured is also a named insured under another policy or would be a named insured under such policy but for its termination or 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;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. 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.

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

The following person(s) or organization(s) are an additional insured when you have agreed, in a written 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.

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

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

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 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 Sub-paragraphs (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(s) or organization(s) 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(s) or organization(s).
- (2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. Lessors Of Land Or Premises

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.

With respect to the insurance afforded these additional insureds the following additional exclusions apply:

This insurance does not apply to:

- 1. Any "occurrence" which 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.

d. Architects, Engineers Or Surveyors

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:

- (1) In connection with your premises; or
- (2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

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

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

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

e. Permits Issued By State Or Political Subdivisions

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.

With respect to the insurance afforded these additional insureds, 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

contract or written agreement 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 the additional insured is a partnership;
- (3) Any manager, if you or the additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or the additional insured is a corporation;
- (5) Any trustee, if you or the additional insured is a trust; or
- (6) Any elected or appointed official, if you or the additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

3. Legal Action Against Us

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

- 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 Part 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 Coverage Part 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.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of 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 **I** – Coverage **A** – Bodily Injury And Property Damage Liability;

(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 j. of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability;

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

Any 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

Any 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 or written agreement 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 Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

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

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

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

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 that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

7. Separation Of Insureds

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

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

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.

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.

9. When We Do Not Renew

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

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

SECTION V – DEFINITIONS

1. "Advertisement" means 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; or
- b. 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. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or

other motor vehicle insurance law where it is licensed or principally garaged.

However, "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; or
- 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. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

8. "Employment-Related Practices" means:

- 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, discrimination or malicious prosecution directed at that person.

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.

Expenditure Control Form



1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date: 6/12020

Type of expenditure: Goods ☒ Services ☐

Department: ITSD

Approving Supervisor: MIKE SLOON

Amount of Proposed Expenditure: \$120,761.95 including tax

Funding Source: 5300-73300-18850-54820

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

This expenditure is required annually per our contract with Journal Technologies.

What are the impacts if expenses are deferred?

We will be unable to get vendor support for upgrades or any other issues with the City Legal Case Management System (Justware).

What alternative resources have been considered?

There are no other alternatives.

Description of the goods or service and any additional information?

Journal Technologies supports the City's Legal Case Management System (Justware), which is utilized by Municipal Court, Probation, Public Defender and City Prosecutor.

Person Submitting Form/Contact: Carlos Plascencia

FINANCE SIGNATURE:

DocuSigned by:

Tonya Wallace

CBC812B631244E9...

CITY ADMINISTRATOR SIGNATURE:

DocuSigned by:

[Signature]

9C38E3376992442...

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

06/29/2020

<u>Date Rec'd</u>	6/17/2020
<u>Clerk's File #</u>	OPR 2020-0547
<u>Renews #</u>	

<u>Submitting Dept</u>	ENGINEERING SERVICES	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	DAN BULLER 625-6391	<u>Project #</u>	2017156 &
<u>Contact E-Mail</u>	DBULLER@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	CR 21775
<u>Agenda Item Name</u>	0370 – LOW BID AWARD – HALME CONSTRUCTION INC.		

Agenda Wording

Low Bid of Halme Construction, Inc., (Spokane, WA) for NSC - Regal, Cleveland, Grace, Greene, Jackson, Ralph Water & Sewer Replacement and Casings - \$4,227,366.91 plus tax. An administrative reserve of \$422,736.70 plus tax, which is 10% of the

Summary (Background)

On June 15, 2020 bids were opened for the above project. The low bid was from Halme Construction Inc. in the amount of \$4,227,366.91, which is \$2,958,069.62 or 41.67% under the Engineer's Estimate; two other bids were received as follows: LaRiviere Inc., - \$6,361,406.95 and Red Diamond Construction, Inc., - \$7,136,611.23.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? YES	
Expense \$ \$981,653.29		# 4250-42300-94340-56592-15780
Expense \$ \$3,907,224.58		# 4250-47110-94340-56592-14366/15766
Select \$		#
Select \$		#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	TWOHIG, KYLE	<u>Study Session\Other</u> PIES 5/18/20
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Council Sponsor</u>
<u>Finance</u>	KECK, KATHLEEN	Distribution List
<u>Legal</u>	ODLE, MARI	eraea@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	publicworksaccounting@spokanecity.org
Additional Approvals		kgoodman@spokanecity.org
<u>Purchasing</u>		htrautman@spokanecity.org
		aduffey@spokanecity.org

City Of Spokane
Engineering Services Department
***** Bid Tabulation *****

Project Number: 2017156

Project Description NSC - Cleveland, Greene, Grace, Jackson, Ralph

Original Date 5/12/2020 10:23:27 AM

Funding Source State

Update Date 6/16/2020 11:11:21 AM

Preparer David St Pierre

Addendum

Project Number: 2017156			Engineer's Estimate		Halme Construction Inc		LaRiviere Inc		Red Diamond Construction Inc	
Item No	Bid Item Description	Est. Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Schedule Description					Tax Classification					
Schedule 01 STREET		Sales tax shall be included in unit prices								
101	ADA FEATURES SURVEYING	1LS	*****	4,000.00	*****	6,193.76	*****	5,500.00	*****	6,000.00
102	HEALTH & SAFETY PLAN	1LS	*****	8,000.00	*****	4,504.55	*****	3,500.00	*****	7,500.00
103	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1EST	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
104	SPCC PLAN	1LS	*****	1,000.00	*****	500.00	*****	2,800.00	*****	3,000.00
105	POTHOLING	15EA	400.00	6,000.00	385.78	5,786.70	830.00	12,450.00	650.00	9,750.00
106	PUBLIC LIAISON REPRESENTATIVE	1LS	*****	5,000.00	*****	500.00	*****	5,800.00	*****	27,000.00
107	REFERENCE AND REESTABLISH SURVEY MONUMENT	6EA	550.00	3,300.00	1,689.21	10,135.26	810.00	4,860.00	600.00	3,600.00
108	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1LS	*****	4,000.00	*****	3,873.91	*****	3,300.00	*****	6,000.00
109	TYPE B PROGRESS SCHEDULE	1LS	*****	8,000.00	*****	500.00	*****	5,800.00	*****	2,800.00
110	MOBILIZATION	1LS	*****	469,631.03	*****	420,000.00	*****	344,000.00	*****	623,000.00
111	PROJECT TEMPORARY TRAFFIC CONTROL	1LS	*****	80,000.00	*****	87,584.54	*****	92,000.00	*****	187,000.00
112	SPECIAL SIGNS	140SF	20.00	2,800.00	13.51	1,891.40	23.00	3,220.00	15.00	2,100.00
113	SEQUENTIAL ARROW SIGN	2000HR	5.00	10,000.00	1.97	3,940.00	3.20	6,400.00	3.00	6,000.00
114	PORTABLE CHANGEABLE MESSAGE SIGN	700HR	7.00	4,900.00	4.22	2,954.00	8.10	5,670.00	7.00	4,900.00

<i>Project Number:</i> 2017156			<i>Engineer's Estimate</i>		Halme Construction Inc		LaRiviere Inc		Red Diamond Construction Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est. Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> STREET					Sales tax shall be included in unit prices					
115	TYPE III BARRICADE	100 EA	50.00	5,000.00	56.31	5,631.00	120.00	12,000.00	65.00	6,500.00
116	CLEARING AND GRUBBING	1 LS	*****	5,000.00	*****	10,000.00	*****	34,500.00	*****	19,000.00
117	TREE ROOT TREATMENT	4 EA	800.00	3,200.00	816.45	3,265.80	290.00	1,160.00	750.00	3,000.00
118	TREE PROTECTION ZONE	10 EA	350.00	3,500.00	110.80	1,108.00	290.00	2,900.00	350.00	3,500.00
119	REMOVE TREE, CLASS III	1 EA	4,000.00	4,000.00	4,729.78	4,729.78	2,300.00	2,300.00	4,700.00	4,700.00
120	TREE PRUNING	12 EA	350.00	4,200.00	232.74	2,792.88	290.00	3,480.00	340.00	4,080.00
121	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	20,000.00	*****	10,430.34	*****	5,100.00	*****	12,000.00
122	REMOVE EXISTING CURB	5106 LF	4.00	20,424.00	2.88	14,705.28	13.00	66,378.00	5.00	25,530.00
123	REMOVE EXISTING CURB AND GUTTER	274 LF	5.00	1,370.00	3.17	868.58	13.00	3,562.00	6.00	1,644.00
124	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	4640 SY	10.00	46,400.00	5.43	25,195.20	8.30	38,512.00	8.00	37,120.00
125	REMOVE MANHOLE, CATCH BASIN, OR DRYWELL	7 EA	800.00	5,600.00	191.65	1,341.55	1,000.00	7,000.00	600.00	4,200.00
126	REMOVE EXISTING <12 IN. DIA. PIPE	139 LF	8.00	1,112.00	5.51	765.89	14.00	1,946.00	20.00	2,780.00
127	SAWCUTTING CURB	66 EA	30.00	1,980.00	56.31	3,716.46	35.00	2,310.00	40.00	2,640.00
128	SAWCUTTING RIGID PAVEMENT	2613 LFI	1.50	3,919.50	0.73	1,907.49	1.20	3,135.60	2.00	5,226.00
129	SAWCUTTING FLEXIBLE PAVEMENT	49623 LFI	0.50	24,811.50	0.25	12,405.75	0.35	17,368.05	0.64	31,758.72
130	REMOVE AND DISPOSE OF TROLLEY RAILS	50 LF	10.00	500.00	17.13	856.50	17.00	850.00	90.00	4,500.00
131	ROADWAY EXCAVATION INCL. HAUL	2121 CY	30.00	63,630.00	19.96	42,335.16	18.00	38,178.00	21.00	44,541.00
132	REMOVE UNSUITABLE FOUNDATION MATERIAL	100 CY	25.00	2,500.00	17.04	1,704.00	24.00	2,400.00	15.00	1,500.00
133	REPLACE UNSUITABLE FOUNDATION MATERIAL	100 CY	35.00	3,500.00	14.70	1,470.00	45.00	4,500.00	35.00	3,500.00

<i>Project Number:</i> 2017156			<i>Engineer's Estimate</i>		Halme Construction Inc		LaRiviere Inc		Red Diamond Construction Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est. Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> STREET					Sales tax shall be included in unit prices					
134	COMMON BORROW INCL. HAUL	100 CY	30.00	3,000.00	12.35	1,235.00	54.00	5,400.00	30.00	3,000.00
135	SELECT BORROW INCL. HAUL	100 CY	30.00	3,000.00	12.35	1,235.00	54.00	5,400.00	34.00	3,400.00
136	EXCAVATION AND DISPOSAL OF CONTAMINATED MATERIAL	50 CY	60.00	3,000.00	29.35	1,467.50	66.00	3,300.00	150.00	7,500.00
137	PREPARATION OF UNTREATED ROADWAY	10336 SY	2.00	20,672.00	1.70	17,571.20	2.10	21,705.60	2.20	22,739.20
138	CRUSHED SURFACING TOP COURSE	897 CY	60.00	53,820.00	75.00	67,275.00	51.00	45,747.00	53.00	47,541.00
139	CRUSHED SURFACING BASE COURSE	843 CY	50.00	42,150.00	40.91	34,487.13	45.00	37,935.00	53.00	44,679.00
140	CSTC FOR SIDEWALK AND DRIVEWAYS	81 CY	120.00	9,720.00	100.00	8,100.00	270.00	21,870.00	110.00	8,910.00
141	DUST CONTROL	4007 SY	2.00	8,014.00	0.77	3,085.39	1.00	4,007.00	2.00	8,014.00
142	HMA CL 1/2 IN. PG 64-28, 3 INCH THICK	4029 SY	25.00	100,725.00	20.83	83,924.07	21.00	84,609.00	22.54	90,813.66
143	HMA CL 1/2 IN. PG 64-28, 4 INCH THICK	581 SY	28.00	16,268.00	28.60	16,616.60	29.00	16,849.00	31.25	18,156.25
144	HMA CL 1/2 IN. PG 70-28, 5 INCH THICK	2205 SY	30.00	66,150.00	30.18	66,546.90	31.00	68,355.00	33.48	73,823.40
145	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-28, 3 INCH THICK	201 SY	40.00	8,040.00	29.62	5,953.62	30.00	6,030.00	34.00	6,834.00
146	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-28, 4 INCH THICK	218 SY	60.00	13,080.00	43.92	9,574.56	45.00	9,810.00	50.00	10,900.00
147	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 70-28, 8 INCH THICK	3030 SY	100.00	303,000.00	54.62	165,498.60	56.00	169,680.00	60.00	181,800.00
148	HMA FOR TRANSITION CL. 1/2 IN. PG 64-28, 2 INCH THICK	72 SY	20.00	1,440.00	30.07	2,165.04	31.00	2,232.00	40.00	2,880.00
149	PAVEMENT REPAIR EXCAVATION INCL. HAUL	3585 SY	45.00	161,325.00	23.94	85,824.90	25.00	89,625.00	15.00	53,775.00
150	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 EST	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00
151	COMPACTION PRICE ADJUSTMENT	25435 EST	1.00	25,435.00	1.00	25,435.00	1.00	25,435.00	1.00	25,435.00

<i>Project Number:</i> 2017156			<i>Engineer's Estimate</i>		Halme Construction Inc		LaRiviere Inc		Red Diamond Construction Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est. Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> STREET					Sales tax shall be included in unit prices					
152	CEMENT CONCRETE CURB WALL	42 LF	90.00	3,780.00	66.07	2,774.94	110.00	4,620.00	75.00	3,150.00
153	DRYWELL TYPE 1	2 EA	5,000.00	10,000.00	3,979.86	7,959.72	4,100.00	8,200.00	5,000.00	10,000.00
154	CATCH BASIN TYPE 1	1 EA	3,000.00	3,000.00	2,915.06	2,915.06	2,800.00	2,800.00	3,000.00	3,000.00
155	CATCH BASIN TYPE 2	1 EA	3,000.00	3,000.00	3,073.27	3,073.27	3,200.00	3,200.00	3,500.00	3,500.00
156	RETROFIT SURFACE INLET CB WITH FRAME & VANED GRATE	5 EA	1,000.00	5,000.00	575.70	2,878.50	730.00	3,650.00	900.00	4,500.00
157	RETROFIT SURFACE INLET CB WITH FRAME & BI-DIRECTIONAL VANED GRATE	7 EA	1,000.00	7,000.00	575.70	4,029.90	730.00	5,110.00	900.00	6,300.00
158	MH OR DW FRAME AND COVER (STANDARD)	10 EA	800.00	8,000.00	514.38	5,143.80	860.00	8,600.00	900.00	9,000.00
159	MH OR DW FRAME AND COVER (LOCKABLE)	7 EA	800.00	5,600.00	575.70	4,029.90	860.00	6,020.00	1,000.00	7,000.00
160	VALVE BOX AND COVER	15 EA	600.00	9,000.00	303.65	4,554.75	870.00	13,050.00	350.00	5,250.00
161	CLEANING EXISTING DRAINAGE STRUCTURE	18 EA	400.00	7,200.00	96.27	1,732.86	410.00	7,380.00	400.00	7,200.00
162	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - TRENCHES	50 CY	250.00	12,500.00	100.60	5,030.00	450.00	22,500.00	90.00	4,500.00
163	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	5 CY	50.00	250.00	15.29	76.45	27.00	135.00	20.00	100.00
164	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	5 CY	40.00	200.00	1.00	5.00	50.00	250.00	40.00	200.00
165	IMPORTED BACKFILL	5 CY	30.00	150.00	1.00	5.00	34.00	170.00	60.00	300.00
166	TRENCH SAFETY SYSTEM	1 LS	* * * * *	5,000.00	* * * * *	500.00	* * * * *	29,000.00	* * * * *	8,000.00
167	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIA.	157 LF	65.00	10,205.00	43.89	6,890.73	72.00	11,304.00	53.00	8,321.00
168	CONNECT 8 IN. DIA. PIPE TO EXISTING CB, DW OR MH	3 EA	1,000.00	3,000.00	362.04	1,086.12	1,200.00	3,600.00	700.00	2,100.00
169	CONNECT 8 IN. DIA. SEWER PIPE TO EXISTING SEWER PIPE	3 EA	800.00	2,400.00	1,025.42	3,076.26	1,100.00	3,300.00	1,200.00	3,600.00

<i>Project Number:</i> 2017156			<i>Engineer's Estimate</i>		Halme Construction Inc		LaRiviere Inc		Red Diamond Construction Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est. Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> STREET					Sales tax shall be included in unit prices					
170	TEMPORARY ADJACENT UTILITY SUPPORT	1LS	*****	5,000.00	*****	4,822.23	*****	0.00	*****	18,000.00
171	ESC LEAD	1LS	*****	1,000.00	*****	250.00	*****	2,000.00	*****	12,000.00
172	INLET PROTECTION	60EA	100.00	6,000.00	89.91	5,394.60	92.00	5,520.00	70.00	4,200.00
173	STREET CLEANING	90HR	200.00	18,000.00	218.53	19,667.70	290.00	26,100.00	40.00	3,600.00
174	TOPSOIL TYPE A,2 INCH THICK	1377SY	10.00	13,770.00	7.17	9,873.09	16.00	22,032.00	15.00	20,655.00
175	HYDROSEEDING	1862SY	5.00	9,310.00	2.54	4,729.48	2.80	5,213.60	7.00	13,034.00
176	SOD INSTALLATION	1169SY	18.00	21,042.00	9.47	11,070.43	19.00	22,211.00	12.00	14,028.00
177	TOPSOIL FOR BIO-INFILTRATION SWALES, 12 INCH THICK	424SY	25.00	10,600.00	39.41	16,709.84	27.00	11,448.00	21.00	8,904.00
178	CONSTRUCT BIO-INFILTRATION SWALE	424SY	15.00	6,360.00	11.52	4,884.48	17.00	7,208.00	10.00	4,240.00
179	SWALE DRAIN PAD	3EA	500.00	1,500.00	627.77	1,883.31	1,700.00	5,100.00	200.00	600.00
180	CURB DROP INLET, 5 FT. WIDE	2EA	550.00	1,100.00	66.72	133.44	400.00	800.00	400.00	800.00
181	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1LS	*****	7,000.00	*****	3,603.64	*****	16,000.00	*****	4,700.00
182	CEMENT CONCRETE CURB	2152LF	30.00	64,560.00	25.90	55,736.80	29.00	62,408.00	38.00	81,776.00
183	CEMENT CONC. CURB AND GUTTER	2458LF	35.00	86,030.00	26.91	66,144.78	53.00	130,274.00	40.00	98,320.00
184	CEMENT CONCRETE DRIVEWAY	344SY	80.00	27,520.00	67.51	23,223.44	72.00	24,768.00	128.00	44,032.00
185	CEMENT CONCRETE DRIVEWAY TRANSITION	125SY	80.00	10,000.00	69.39	8,673.75	79.00	9,875.00	100.00	12,500.00
186	CHANNELIZING DEVICES TYPE 4	1EA	300.00	300.00	365.99	365.99	370.00	370.00	300.00	300.00
187	MODIFY FENCING	1LS	*****	8,000.00	*****	2,815.34	*****	2,900.00	*****	3,000.00
188	MONUMENT FRAME AND COVER	6EA	600.00	3,600.00	200.49	1,202.94	0.00	0.00	500.00	3,000.00

<i>Project Number:</i> 2017156			<i>Engineer's Estimate</i>		Halme Construction Inc		LaRiviere Inc		Red Diamond Construction Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est. Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> STREET					Sales tax shall be included in unit prices					
189	CEMENT CONC. SIDEWALK	1577 SY	80.00	126,160.00	64.51	101,732.27	79.00	124,583.00	76.00	119,852.00
190	RAMP DETECTABLE WARNING	216 SF	25.00	5,400.00	21.61	4,667.76	24.00	5,184.00	26.00	5,616.00
191	SIGNING, PERMANENT - CONTRACTOR MANUFACTURED SIGNS	1 LS	*****	14,000.00	*****	11,261.37	*****	11,500.00	*****	12,000.00
192	REMOVAL OF EXISTING PAVEMENT MARKINGS	287 SF	4.50	1,291.50	3.38	970.06	3.50	1,004.50	7.00	2,009.00
193	PAVEMENT MARKING - DURABLE HEAT APPLIED	731 SF	10.00	7,310.00	10.19	7,448.89	10.00	7,310.00	14.00	10,234.00
194	TEMPORARY PAVEMENT MARKING	1 LS	*****	4,000.00	*****	3,378.41	*****	3,500.00	*****	1,500.00
195	GRAVITY BLOCK WALL	240 SF	100.00	24,000.00	15.20	3,648.00	46.00	11,040.00	40.00	9,600.00
196	REINFORCED DOWELED CURB	1354 LF	30.00	40,620.00	18.28	24,751.12	30.00	40,620.00	24.00	32,496.00
197	CONCRETE TRAFFIC ISLAND 24 IN. WIDE	150 LF	35.00	5,250.00	64.19	9,628.50	66.00	9,900.00	56.00	8,400.00
198	TRAFFIC ISLAND CONCRETE	430 SY	55.00	23,650.00	79.96	34,382.80	56.00	24,080.00	64.00	27,520.00
<i>Schedule Totals</i>				2,313,775.53		1,788,406.01		2,086,707.35		2,379,507.23

<i>Project Number:</i> 2017156			<i>Engineer's Estimate</i>		Halme Construction Inc		LaRiviere Inc		Red Diamond Construction Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est. Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 03</i> WATER AND SEWER					Sales tax shall NOT be included in unit prices					
301	RAILROAD SURVEYING	1 LS	*****	25,000.00	*****	7,882.96	*****	9,200.00	*****	20,000.00
302	POTHOLING	55 EA	400.00	22,000.00	385.78	21,217.90	730.00	40,150.00	600.00	33,000.00
303	REMOVE MANHOLE, CATCH BASIN, OR DRYWELL	6 EA	500.00	3,000.00	191.65	1,149.90	1,000.00	6,000.00	500.00	3,000.00
304	REMOVE EXISTING <12 IN. DIA. PIPE	903 LF	8.00	7,224.00	5.51	4,975.53	14.00	12,642.00	8.00	7,224.00
305	REMOVE EXISTING >12 IN. TO < 30 IN. DIA. PIPE	83 LF	14.00	1,162.00	6.77	561.91	28.00	2,324.00	12.00	996.00
306	REMOVE EXISTING >30 IN. TO <42 IN. DIA. PIPE	1458 LF	25.00	36,450.00	6.77	9,870.66	35.00	51,030.00	15.00	21,870.00
307	ABANDON EXISTING MANHOLE, CATCH BASIN OR DRYWELL	1 EA	1,500.00	1,500.00	260.76	260.76	810.00	810.00	800.00	800.00
308	MANHOLE 48 IN.	5 EA	5,000.00	25,000.00	3,922.30	19,611.50	3,300.00	16,500.00	3,400.00	17,000.00
309	MANHOLE 60IN. DOGHOUSE	1 EA	9,000.00	9,000.00	10,383.41	10,383.41	6,400.00	6,400.00	9,400.00	9,400.00
310	MANHOLE ADDITIONAL HEIGHT 48 IN. DIA.	6 VF	200.00	1,200.00	162.11	972.66	130.00	780.00	100.00	600.00
311	MANHOLE ADDITIONAL HEIGHT 60 IN. DIA.	1 VF	400.00	400.00	314.13	314.13	190.00	190.00	200.00	200.00
312	RECONSTRUCT 48 IN. MH INVERT	2 EA	2,000.00	4,000.00	1,446.67	2,893.34	2,100.00	4,200.00	2,000.00	4,000.00
313	MANHOLE TEST	2 EA	800.00	1,600.00	641.59	1,283.18	940.00	1,880.00	450.00	900.00
314	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - TRENCHES	20 CY	250.00	5,000.00	100.60	2,012.00	420.00	8,400.00	100.00	2,000.00
315	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	350 CY	50.00	17,500.00	15.29	5,351.50	24.00	8,400.00	15.00	5,250.00
316	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	350 CY	40.00	14,000.00	1.00	350.00	45.00	15,750.00	35.00	12,250.00
317	IMPORTED BACKFILL	120 CY	30.00	3,600.00	1.00	120.00	34.00	4,080.00	30.00	3,600.00
318	TRENCH SAFETY SYSTEM	1 LS	*****	3,000.00	*****	20,000.00	*****	9,600.00	*****	4,800.00

<i>Project Number:</i> 2017156			<i>Engineer's Estimate</i>		Halme Construction Inc		LaRiviere Inc		Red Diamond Construction Inc	
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<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 03</i> WATER AND SEWER					Sales tax shall NOT be included in unit prices					
319	RECONNECT SIDE SEWER	200LF	50.00	10,000.00	39.63	7,926.00	58.00	11,600.00	70.00	14,000.00
320	CONNECT 4 IN. DIA. SEWER PIPE TO EXISTING SEWER PIPE	2 EA	500.00	1,000.00	1,388.35	2,776.70	2,800.00	5,600.00	1,500.00	3,000.00
321	CONNECT 8 IN. DIA. SEWER PIPE TO EXISTING SEWER PIPE	2 EA	750.00	1,500.00	1,020.44	2,040.88	2,500.00	5,000.00	2,400.00	4,800.00
322	CONNECT 12 IN. DIA. SEWER PIPE TO EXISTING SEWER PIPE	1 EA	1,000.00	1,000.00	1,145.02	1,145.02	2,500.00	2,500.00	2,800.00	2,800.00
323	PLUGGING EXISTING PIPE	5 EA	2,000.00	10,000.00	241.11	1,205.55	280.00	1,400.00	150.00	750.00
324	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	15,000.00	*****	25,000.00	*****	4,800.00	*****	67,000.00
325	ENCASE WATER/SEWER AT CROSSINGS	8 EA	1,500.00	12,000.00	2,002.51	16,020.08	2,000.00	16,000.00	1,500.00	12,000.00
326	CLEANING EXISTING SANITARY SEWERS	18 EA	400.00	7,200.00	337.84	6,081.12	860.00	15,480.00	650.00	11,700.00
327	EXCAVATION AND SUPPORT FOR TRENCHLESS	1 LS	*****	160,000.00	*****	25,000.00	*****	100,000.00	*****	141,000.00
328	STEEL CASING PIPE 48 IN. DIAM, TRENCHLESS	124 LF	2,000.00	248,000.00	904.29	112,131.96	4,200.00	520,800.00	4,316.00	535,184.00
329	STEEL CASING PIPE 54 IN. DIAM, TRENCHLESS	124 LF	2,500.00	310,000.00	904.29	112,131.96	4,600.00	570,400.00	5,012.00	621,488.00
330	STEEL CASING PIPE 48 IN. DIAM, OPEN CUT	261 LF	600.00	156,600.00	904.29	236,019.69	870.00	227,070.00	830.00	216,630.00
331	STEEL CASING PIPE 54 IN. DIAM, OPEN CUT	261 LF	900.00	234,900.00	904.29	236,019.69	1,100.00	287,100.00	1,080.00	281,880.00
332	D.I. CARRIER PIPE FOR WATER MAIN 8 IN. DIA.	225 LF	85.00	19,125.00	40.10	9,022.50	52.00	11,700.00	75.00	16,875.00
333	D.I. CARRIER PIPE FOR WATER MAIN 30 IN. DIA.	610 LF	550.00	335,500.00	266.11	162,327.10	170.00	103,700.00	445.00	271,450.00
334	D.I. CARRIER PIPE FOR WATER MAIN 36 IN. DIA.	385 LF	700.00	269,500.00	221.02	85,092.70	220.00	84,700.00	492.00	189,420.00
335	DI PIPE FOR WATER MAIN 6 IN. DIA.	20 LF	65.00	1,300.00	201.12	4,022.40	110.00	2,200.00	80.00	1,600.00
336	DI PIPE FOR WATER MAIN 8 IN. DIA.	275 LF	85.00	23,375.00	126.77	34,861.75	150.00	41,250.00	98.00	26,950.00
337	DI PIPE FOR WATER MAIN 12 IN. DIA.	61 LF	105.00	6,405.00	385.66	23,525.26	160.00	9,760.00	100.00	6,100.00

<i>Project Number:</i> 2017156			<i>Engineer's Estimate</i>		Halme Construction Inc		LaRiviere Inc		Red Diamond Construction Inc	
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<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 03</i> WATER AND SEWER					Sales tax shall NOT be included in unit prices					
338	DI PIPE FOR WATER MAIN 30 IN. DIA.	4206 LF	400.00	1,682,400.00	156.77	659,374.62	300.00	1,261,800.00	318.00	1,337,508.00
339	DI PIPE FOR WATER MAIN 36 IN. DIA.	1527 LF	550.00	839,850.00	207.14	316,302.78	390.00	595,530.00	378.00	577,206.00
340	BLOWOFF ASSEMBLY (Y-103)	3 EA	8,000.00	24,000.00	5,002.04	15,006.12	9,000.00	27,000.00	12,000.00	36,000.00
341	SHARED BLOWOFF PIPING (4 INCH)	2 EA	4,000.00	8,000.00	6,019.22	12,038.44	8,900.00	17,800.00	6,400.00	12,800.00
342	ABANDON EXISTING 2 IN WATER PIPE	14 EA	150.00	2,100.00	1,308.31	18,316.34	430.00	6,020.00	200.00	2,800.00
343	ABANDON EXISTING 6 IN WATER PIPE	641 LF	40.00	25,640.00	60.78	38,959.98	1.60	1,025.60	16.00	10,256.00
344	ABANDON EXISTING 24 IN WATER PIPE	81 LF	100.00	8,100.00	125.14	10,136.34	51.00	4,131.00	60.00	4,860.00
345	ABANDON EXISTING 30 IN WATER PIPE	215 LF	160.00	34,400.00	65.86	14,159.90	53.00	11,395.00	55.00	11,825.00
346	ABANDON EXISTING 36 IN WATER PIPE	138 LF	200.00	27,600.00	121.95	16,829.10	87.00	12,006.00	58.00	8,004.00
347	GATE VALVE 12 IN.	1 EA	3,000.00	3,000.00	2,715.99	2,715.99	2,900.00	2,900.00	3,200.00	3,200.00
348	COMB. AIR RELEASE/AIR VAC. VALVE ASSEMBLY	9 EA	3,000.00	27,000.00	2,939.69	26,457.21	4,600.00	41,400.00	6,800.00	61,200.00
349	SANITARY SEWER PIPE 8 IN. DIA.	82 LF	75.00	6,150.00	121.89	9,994.98	65.00	5,330.00	70.00	5,740.00
350	SANITARY SEWER PIPE 12 IN. DIA.	814 LF	100.00	81,400.00	74.00	60,236.00	77.00	62,678.00	122.00	99,308.00
351	ABANDON EXISTING 12 IN SANITARY SEWER PIPE	321 LF	300.00	96,300.00	75.40	24,203.40	11.00	3,531.00	30.00	9,630.00
352	SIDE SEWER PIPE 4IN. DIA.	65 LF	40.00	2,600.00	39.66	2,577.90	41.00	2,665.00	70.00	4,550.00
353	SIDE SEWER PERMIT	2 EA	40.00	80.00	45.05	90.10	46.00	92.00	350.00	700.00
<i>Schedule Totals</i>				4,871,661.00		2,438,960.90		4,274,699.60		4,757,104.00

Project Number 2017156 NSC - Cleveland, Greene, Grace, Jackson, Ralph

	SCHEDULE SUMMARY								
	Sched 1	Sched 2	Sched 3	Sched 4	Sched 5	Sched 6	Sched 7	Sched 8	Total
Engineer's Est	2,313,775.53	0.00	4,871,661.00	0.00	0.00	0.00	0.00	0.00	7,185,436.53
Halme Construction Inc	1,788,406.01	0.00	2,438,960.90	0.00	0.00	0.00	0.00	0.00	4,227,366.91
LaRiviere Inc	2,086,707.35	0.00	4,274,699.60	0.00	0.00	0.00	0.00	0.00	6,361,406.95
Red Diamond Construc	2,379,507.23	0.00	4,757,104.00	0.00	0.00	0.00	0.00	0.00	7,136,611.23

Low Bid Contractor: Halme Construction Inc

	Contractor's Bid	Engineer's Estimate	% Variance	
Schedule 01	\$1,788,406.01	\$2,313,775.53	22.71	% Under Estimate
Schedule 03	\$2,656,028.41	\$5,305,238.81	49.94	% Under Estimate
Bid Totals	\$4,444,434.42	\$7,619,014.34	41.67	% Under Estimate

Briefing Paper

PIES

Division & Department:	Engineering Services; Public Works
Subject:	Cleveland, Green, Grace, Jackson & Ralph – North South Corridor
Date:	May 18, 2020
Contact (email & phone):	Dan Buller (dbuller@spokanecity.org , 625-6391)
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	This project is necessitated by WS-DOT's North South Corridor (NSC) project.
Strategic Initiative:	Innovative Infrastructure
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of construction contract (once bids are opened and recommendation to award submitted to council for approval)

Background/History:

As part of WS-DOT's NSC project, DOT is requiring most existing utilities which cross the future freeway to be removed or consolidated into a limited number of crossing points since DOT (and the City) want to minimize utilities beneath the future freeway. The City has had/will have multiple NSC related utility relocation projects over the past/next couple years, funded mostly by WS-DOT. Where the City desires upgrades beyond what currently exists, the City is responsible for those upgrade costs.

Executive Summary:

- This project focuses on the utility crossings and reroutes in the vicinity of Cleveland, Grace and Jackson Avenues at Greene & Market Streets.
- The project includes water & sewer work as shown on the attached exhibit.
- WSDOT is paying the entire cost of the project except the 30" water main on Regal St. and the utility work west of Market on Cleveland which are not required for WSDOT's NSC project and are therefore funded by the City.
- Major utility crossings on the Market/Greene arterial at Cleveland and at Jackson. These crossings will be constructed half at a time such that one lane each direction will remain open on the Market/Greene arterial. That work is expected to last approximately 4 weeks. In addition, there is required utility tie in at Ralph and Upriver which will require closure of Upriver at Ralph for approximately one week.

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

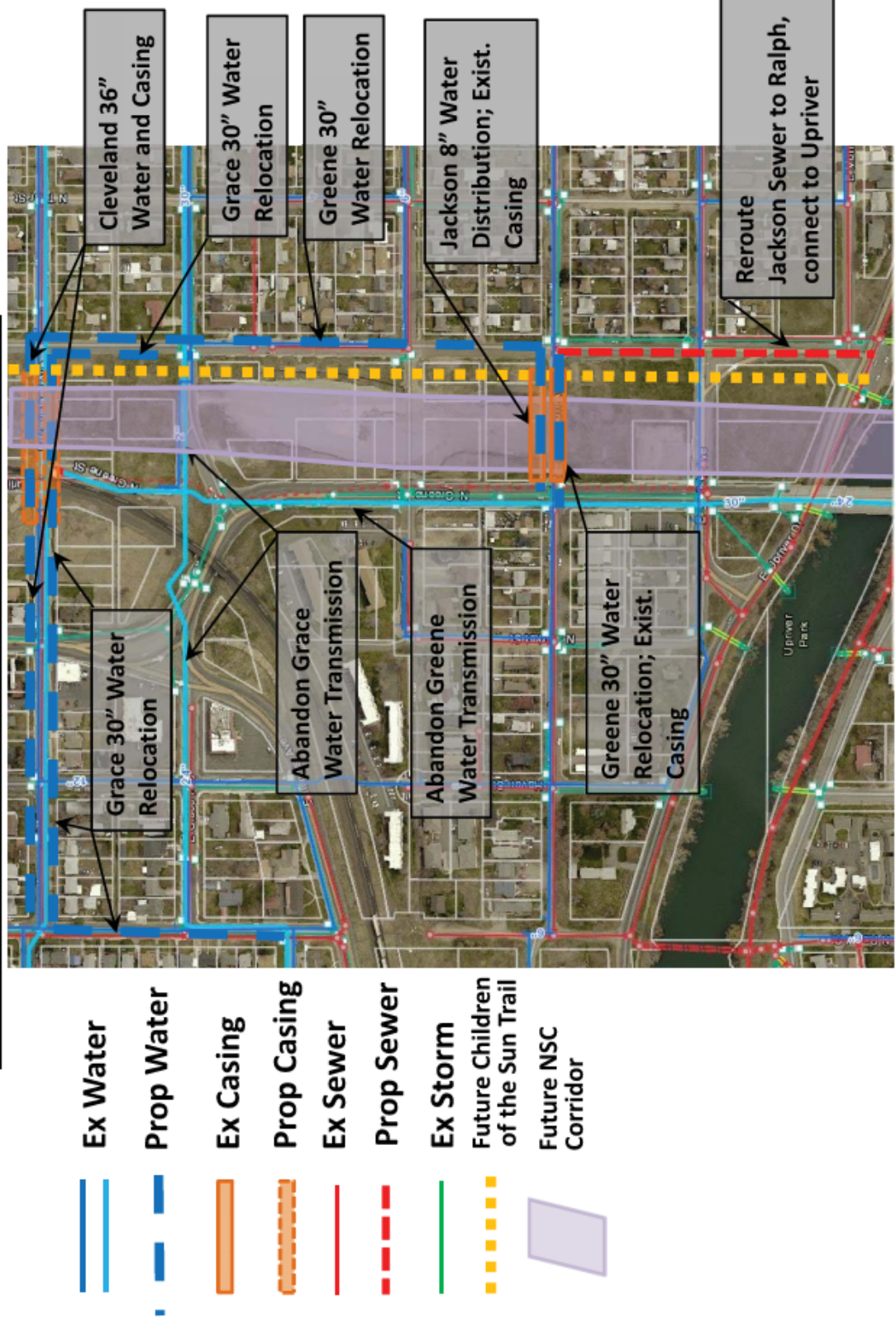
Requires change in current operations/policy? ☐ Yes ☒ No ☐ N/A

Specify changes required:

Known challenges/barriers:

NSC – Cleveland, Grace, Greene, Jackson, Ralph Water &

Sewer Replacements and Casings





Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date:

Type of expenditure:

Goods

☐

Services

☐

Department:

Approving Supervisor:

Amount of Proposed Expenditure:

Funding Source:

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

What are the impacts if expenses are deferred?

What alternative resources have been considered?

Description of the goods or service and any additional information?

Person Submitting Form/Contact:

FINANCE SIGNATURE:

CITY ADMINISTRATOR SIGNATURE:

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

06/29/2020

<u>Date Rec'd</u>	6/17/2020
<u>Clerk's File #</u>	PRO 2017-0018
<u>Renews #</u>	

<u>Submitting Dept</u>	ENGINEERING SERVICES	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	DAN BULLER 625-6391	<u>Project #</u>	2016133
<u>Contact E-Mail</u>	DBULLER@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	CR 21783
<u>Agenda Item Name</u>	0370 - MURRAYSMITH, INC. CONTRACT EXTENSION - CENTRAL AVE WELL		

Agenda Wording

Contract extension with MurraySmith, Inc. for the Central Ave. Well #2 project.

Summary (Background)

Construction on Central Ave. Well #2 is nearly complete. During the course of construction, several issues arose through no fault of MurraySmith that required additional time beyond the expectations of the original contract. Engineering Services proposes to increase the budget by \$6,000 and extend the contract expiration date to July 31, 2020

<u>Fiscal Impact</u>	Grant related? NO Public Works? YES	<u>Budget Account</u>
Expense \$ 6,000.00		# 4250-42300-94340-56501-15729
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>	<u>Council Notifications</u>	
<u>Dept Head</u>	TWOHIG, KYLE	<u>Study Session\Other</u> PIES 5/18/20
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Council Sponsor</u> BEGGS
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>
<u>Legal</u>	ODLE, MARI	eraea@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	publicworksaccounting@spokanecity.org
<u>Additional Approvals</u>		kgoodman@spokanecity.org
<u>Purchasing</u>		aduffey@spokanecity.org
		joe.foote@msp-ep.com

Briefing Paper

PIES

Division & Department:	Engineering Services, Public Works
Subject:	Central Avenue Well #2 MurraySmith Construction Phase Assistance Budget Increase
Date:	5-18-20
Contact (email & phone):	Dan Buller, dbuller@spokanecity.org , 625-6391
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	This project is in the 6 year water plan
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of consultant contract amendment
Background/History: <ul style="list-style-type: none"> Central Avenue Well #2 is located at the intersection of Normandy and Central Avenue (a couple blocks southeast of Division & Francis). Engineering Services' CM office has a contract with MurraySmith and its subconsultants (architect, structural & geotechnical engineer) to provide construction phase support services for Central Avenue Well #2 construction. 	
Executive Summary: <ul style="list-style-type: none"> Construction on Central Ave. Well #2 is nearly complete. During the course of construction, several issues arose through no fault of MurraySmith that required additional time beyond the expectations of the original contract. Engineering Services proposes to increase the budget by \$6,000 and extend the contract expiration date to 7-31-20. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	



City of Spokane

CONTRACT EXTENSION WITH COST

Title: Central Avenue Well #2 Pump Station
Replacement

THIS AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and MURRAYSMITH, INC., whose address is 421 West Riverside Avenue, Suite 762, Spokane, Washington 99201, as "Consultant". Individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Consultant agreed to PLANNING THE REPLACEMENT OF ONE OF THE TWO WELL PUMP STATIONS AT THE CENTRAL AVENUE SITE; and

WHEREAS, additional work has been requested; -- Now, Therefore,

The parties agree as follows:

1. **CONTRACT DOCUMENTS.** The Contract dated June 5, 2017, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.
2. **EFFECTIVE DATE.** This Contract Extension shall become effective January 1, 2020.
3. **ADDITIONAL WORK.** The scope of work of the original Contract is expanded to include the following:

Complexity of work required additional time.

4. **EXTENSION.** The contract documents are hereby extended and shall run through July 31, 2020.
5. **COMPENSATION.** The City shall pay SIX THOUSAND NO/100 DOLLARS, (\$6,000.00) for everything furnished and done under this Contract Extension.

MURRAYSMITH, INC.	CITY OF SPOKANE:
By: _____ (signature)	By: _____ (signature)
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
Email: _____	

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

Attachments that are part of this Contract Extension:

n/a

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

06/29/2020

<u>Date Rec'd</u>	6/17/2020
<u>Clerk's File #</u>	OPR 2018-0424
<u>Renews #</u>	

<u>Submitting Dept</u>	WASTEWATER MANAGEMENT	<u>Cross Ref #</u>	RES 2018-0062
<u>Contact Name/Phone</u>	MIKE LOWDON 625-7909	<u>Project #</u>	
<u>Contact E-Mail</u>	MLOWDON@SPOKANECITY.ORG	<u>Bid #</u>	SOLE SOURCE
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	RE 19587/VB
<u>Agenda Item Name</u>	4310 SUBSITE VIDEO PIPELINE INSPECTION SYSTEMS		

Agenda Wording

Renewal of existing contract and value blanket with Western Systems & Fabrication (Spokane Valley, WA) for as-needed purchases of equipment and replacement parts, as well as repair services not to exceed \$130,000.00 annually including tax.

Summary (Background)

A 5 year sole source for Subsite equipment was awarded to Western Systems & Fabrication in 2018. A corresponding repair contract and parts/equipment value blanket were established, with optional renewals up to a total term of 5 years. Wastewater Maintenance has been using this equipment (previously from RS Technical) for more than 30 years and is seeking approval for a second renewal on a 3 year term for both the contract and the value blanket. This renewal will align with the balance of the

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Expense \$ 90,000.00		# 4310-43115-35148-54803-99999
Expense \$ 40,000.00		# 4310-43115-35148-53210-99999
Select \$		#
Select \$		#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	GENNETT, RAYLENE	<u>Study Session\Other</u> PIES 6/22/2020
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Council Sponsor</u> PRESIDENT BEGGS
<u>Finance</u>	ALBIN-MOORE, ANGELA	<u>Distribution List</u>
<u>Legal</u>	ODLE, MARI	Scott Smits - scottsmits@westernsystem.com
<u>For the Mayor</u>	ORMSBY, MICHAEL	sjohnson@spokanecity.org
<u>Additional Approvals</u>		mldowdon@spokanecity.org
<u>Purchasing</u>	PRINCE, THEA	rgennett@spokanecity.org
		seweraccounting@spokanecity.org
		aduffey@spokanecity.org
		Tax & Licenses

Briefing Paper

Public Infrastructure, Environment, & Sustainability Committee

Division & Department:	Public Works, 4310 Wastewater Maintenance
Subject:	Subsite Video Pipeline Inspection Systems
Date:	22 June 2020
Author (email & phone):	Mike Lowdon, mldowd@spokanecity.org , x7909
City Council Sponsor:	Breean Beggs, Council President
Executive Sponsor:	Scott Simmons, Director – Public Works
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Funding for these expenses is included in the annual Wastewater Maintenance department budget.
Strategic Initiative:	Innovative Infrastructure
Deadline:	Ongoing repairs and replacement parts on Subsite products are needed to support efficient service of the Wastewater system.
Outcome: (deliverables, delivery duties, milestones to meet)	This action supports procurement of equipment, replacement parts, and repair services for this vital equipment.
<p><u>Background/History:</u> A five year sole source for purchases and repairs of Subsite equipment was awarded to Western Systems & Fabrication in 2018. A corresponding repair contract and parts/equipment value blanket were established, with optional annual renewals up to a total term of five years. The Wastewater Maintenance department has been using this equipment (previously from RS Technical) for more than 30 years and is seeking approval for a second renewal on a three-year term for both the repair contract and the parts/equipment value blanket. This renewal will align with the balance of the existing sole source agreement and lock in the hourly labor rate for repair services over that term. The sole source would need to be renewed (or the business competed) to continue this business beyond the next three years.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> • Award Recommended to Western Systems & Fabrication (Spokane Valley, WA) for: <ul style="list-style-type: none"> ○ \$40,000.00 annually including tax for as-needed purchases of equipment and replacement parts ○ \$90,000.00 annually including tax for as-needed equipment repair • Renewal through 15 July 2023 • Supported by Sole Source Resolution RES 2018-0062 	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If new, specify funding source: N/A</p> <p>Other budget impacts: N/A</p>	
<p><u>Operations Impact:</u></p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Specify changes required: None</p> <p>Known challenges/barriers: None</p>	



City of Spokane

CONTRACT RENEWAL: 2nd & FINAL

**Title: Subsite Electronics Inspection
Equipment – As Needed Repair Services**

This Contract Renewal is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **Western Systems & Fabrication, Inc.**, whose address is 911 North Thierman Road, Spokane, Washington 99212, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Company agreed to provide as-needed repair services for Subsite Electronics video pipeline inspection equipment for the City; and

WHEREAS, the initial contract provided for 4 one-year renewals, with this being the 2nd of those renewals; and

WHEREAS, it is the agreement of the parties that this Renewal document cover the remainder of the available renewals;

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

1. CONTRACT DOCUMENTS.

The original Contract, dated August 2, 2018 and August 8, 2018, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE TERM.

This Contract Renewal shall become effective on July 16, 2020 and shall run through July 15, 2023.

3. COMPENSATION.

The City shall pay a maximum annual cost not to exceed **NINETY THOUSAND AND NO/100 (\$90,000.00)** per year, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

4. DEBARMENT AND SUSPENSION.

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

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

WESTERN SYSTEMS & FABRICATION, 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

20-099

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

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

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

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

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

Washington State Department of Revenue

[Services](#)[Business Lookup](#)[WESTERN SYSTEMS & FABRICATION](#)

License Information:

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

Entity name: WSF, LLC

Business name: WESTERN SYSTEMS & FABRICATION

Entity type: [Limited Liability Company](#)

UBI #: 603-174-070

Business ID: 001

Location ID: 0001

Location: Active

Location address: 911 N THIERMAN RD
SPOKANE VALLEY WA 99212-1180

Mailing address: PO BOX 13369
SPOKANE VALLEY WA 99213-3369

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

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

Endorsements

<i>Filter</i>						
Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance
Centralia General Business - Non-Resident	9931			Active	Jan-31-2021	Mar-03-2014
Longview General Business - Non-Resident	867843			Active	Jan-31-2021	Jan-14-2013
Motor Vehicle Dealer	01174	3	View Plates (#1174)	Active	Jan-31-2021	Jun-13-2012
Olympia General Business - Non-Resident	24596			Active	Jan-31-2021	Sep-18-2012
Richland Retail & Wholesale Business	C13			Active	Jan-31-2021	Dec-01-2014
Sedro Woolley General Business - Non-Resident				Active	Jan-31-2021	Dec-03-2012
Sequim General Business - Non-Resident				Active	Jan-31-2021	Dec-10-2014
Spokane General Business - Non-Resident	T13107374BUS			Active	Jan-31-2021	Oct-15-2012
Spokane Valley General Business				Active	Jan-31-2021	Feb-09-2012
Sunnyside General Business - Non-Resident				Active	Jan-31-2021	Nov-01-2017

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

Governing people	Title
TORRE, HEATHER D	
TORRE, MARC	

Registered Trade Names

Registered trade names	Status		First issued
WESTERN SYSTEMS & FABRICATION	Active		Jan-27-2012
WESTERN SYSTEMS AND FABRICATION	Active		Dec-08-2017

The Business Lookup information is updated nightly. Search date and time: 6/16/2020 3:13:23 PM

Working together to fund Washington's future

Expenditure Control Form



1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date: 6/8/2020

Type of expenditure: Goods ☐ Services ☒

Department: 4310 Wastewater Maintenance

Approving Supervisor: Raylene Gennett, Wastewater Director

Amount of Proposed Expenditure: \$130,000.00 annually

Funding Source: Wastewater Inspection Services Budget

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

Renewal of OPR 2018-0424 for existing service contract and equipment value blanket with Western Systems & Fabrication to support maintenance and replacement of existing Subsite Electronics video pipeline inspection systems used in service of the City's pipe conditions. Existing agreement expires 7/15/2020. See supporting documentation below (note existing sole source resolution RES 2018-0062 through July 2023).

What are the impacts if expenses are deferred?

This equipment is vital to the department's ability to maintain City pipelines and this agreement supports efficient procurement of maintenance services. Failure to renew would result in decreased efficiencies in the department, increased timelines and costs on equipment maintenance, or some combination thereof.

What alternative resources have been considered?

Alternative products have been discussed extensively, but any change would require transitioning this business to another proprietary system, which would essentially render useless the financial and experience investments the department has made in Subsite products over the last 30+ years. The department has reduced their annual funding request from \$195,000.00 out of sensitivity to the current budgetary situation (will repair rather than replace existing equipment).

Description of the goods or service and any additional information?

Subsite Electronics proprietary video pipeline inspection systems - equipment, replacement parts, and maintenance/repair services.

Person Submitting Form/Contact: Mike Lowdon

FINANCE SIGNATURE:

Tonya Wallace

CBC812B631244E9...

CITY ADMINISTRATOR SIGNATURE:

[Signature]

9C36E3376992442...


Agenda Sheet for City Council Meeting of:

09/16/2019

Date Rec'd

8/30/2019

Clerk's File #

OPR 2018-0424

Renews #**Submitting Dept**

WASTEWATER MANAGEMENT

Cross Ref #

RES 2018-0062

Contact Name/Phone

RAYLENE 625-7909

Project #**Contact E-Mail**

RGENNETT@SPOKANECITY.ORG

Bid #

SOLE SOURCE

Agenda Item Type

Contract Item

Requisition #

CR 20892/VB

Agenda Item Name

4310 - SUBSITE VIDEO PIPELINE INSPECTION SYSTEMS

Agenda Wording

Renewal of existing contract and value blanket with Western Systems & Fabrication (Spokane Valley, WA) for as-needed purchases of equipment and replacement parts and equipment repair not to exceed \$195,000.00 including tax.

Summary (Background)

A five year sole source for purchases and repairs of Subsite equipment was awarded to Western Systems & Fabrication in 2018. A corresponding repair contract and parts/equipment value blanket were established with optional annual renewals. The Wastewater Maintenance department has been using this equipment for more than 30 years and is seeking approval for the first annual renewal option on both the contract and the value blanket, with three renewal options remaining.

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Expense \$ 195,000.00

4310-43115-35148-54803-99999

Select \$

#

Select \$

#

Select \$

#

Approvals
Dept Head

KEGLEY, DANIEL

Division Director

SIMMONS, SCOTT M.

Finance

ALBIN-MOORE, ANGELA

Legal

DALTON, PAT

For the Mayor

ORMSBY, MICHAEL

Additional Approvals
Purchasing

PRINCE, THEA

Council Notifications
Study Session**Other**

URBAN 9/9/2019

Distribution List

Scott Smits - scottsmits@westernsystem.com

sjohnson@spokanecity.org

rgennett@spokanecity.org

seweraccounting@spokanecity.org

Tax & Licenses

aduffey@spokanecity.org

mlund@spokanecity.org

Approved by Spokane City Council
on: 9-16-2019

DocuSigned by:

Laurie Farnsworth

3028CB9513C34B8
Acting City Clerk

Briefing Paper

Urban Experience Committee

Division & Department:	Public Works, 4310 Wastewater Maintenance
Subject:	Subsite Video Pipeline Inspection Systems
Date:	9 September 2019
Author (email & phone):	Raylene Gennett, rgennett@spokanecity.org , x7909
City Council Sponsor:	
Executive Sponsor:	Scott Simmons, Director – Public Works
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Funding for these expenses is included in the annual Wastewater Maintenance department budget.
Strategic Initiative:	Innovative Infrastructure
Deadline:	Ongoing repairs and replacement parts on Subsite products are needed to support efficient service of the Wastewater system.
Outcome: (deliverables, delivery duties, milestones to meet)	This action supports procurement of equipment, replacement parts, and repair services for this vital equipment.
Background/History: <i>A five year sole source for purchases and repairs of Subsite equipment was awarded to Western Systems & Fabrication in 2018. A corresponding repair contract and parts/equipment value blanket were established, with optional annual renewals up to a total term of five years. The Wastewater Maintenance department has been using this equipment (previously from RS Technical) for more than 30 years and is seeking approval for the first annual renewal option on both the repair contract and the parts/equipment value blanket, with three renewal options remaining.</i>	
Executive Summary: <ul style="list-style-type: none"> • Award Recommended to Western Systems & Fabrication (Spokane Valley, WA) for: <ul style="list-style-type: none"> ○ \$105,000.00 including tax for as-needed purchases of equipment and replacement parts ○ \$90,000.00 including tax for as-needed equipment repair • Supported by Sole Source Resolution RES 2018-0062 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: N/A Other budget impacts: N/A	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: None Known challenges/barriers: None	

City Clerk's No. 2018-0062

RESOLUTION

A SOLE SOURCE RESOLUTION declaring Western Systems & Fabrication a sole source provider and authorizing the purchase of new equipment and replacement parts, as well as repair services from Subsite Electronics over a five (5) year period without public bidding.

WHEREAS, the City of Spokane's Wastewater Maintenance Department is in need of video pipeline inspection systems and has used this equipment for 30 years to inspect pipe conditions; this sole source supports the purchase of proprietary equipment and replacement parts, along with the maintenance and repair; and

WHEREAS, Subsite Electronics has provided a June 3, 2018 letter delineating the only authorized supplier and service provider of Subsite Electronics products and parts in the State of Washington as Western Systems & Fabrication, which is located at 911 Thierman Road, Spokane Valley, WA 99212; and

WHEREAS, Western Systems & Fabrication is therefore the only source for service and replacement Subsite Electronics video pipeline inspection systems; and

WHEREAS, failure to approve future purchases would drastically reduce the efficiency of maintenance/replacement efforts, which would influence the department's ability to execute their duties in service to the public; and

WHEREAS, if this sole source resolution is not approved and existing equipment cannot be repaired the cost to the City to procure new equipment would be unduly burdensome; and

WHEREAS, the anticipated cost of equipment, replacement parts, and repair services exceeds the 2018 public bid limit of \$50,000 for the purchase of goods and services;

-- Now, Therefore,

BE IT RESOLVED by the City Council for the City of Spokane that it hereby declares Subsite Electronics for the Wastewater Maintenance Department a sole source purchase; and

BE IT FURTHER RESOLVED that the City Council authorizes the purchase of Subsite Electronics from Western Systems & Fabrication over a five (5) year period without public bidding.

ADOPTED BY THE CITY COUNCIL ON July 16, 2018


City Clerk

Approved as to form:


Assistant City Attorney

18-108

City Clerk's No. OPR 2018-0424

City of Spokane

CONTRACT RENEWAL #1 OF 4

Title: Subsite Electronics Inspection Equipment – As-Needed Repair Services

This Contract Renewal is made and entered into by and between the City of Spokane as ("City"), a Washington municipal corporation, and Western Systems & Fabrication, Inc. whose address is 911 North Thierman Road, Spokane, Washington 99212, as ("Company"). Individually hereafter referenced as a "party" and together as the "parties."

WHEREAS, the original Contract supported as-needed repair services in accordance with Sole Source Resolution RES 2018-0064; and

WHEREAS, the original Contract allowed for four (4) additional one-year renewals upon mutual acceptance of the parties, therefore, this contract needs to be formally renewed by this written Contract Renewal document; and

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

1. CONTRACT DOCUMENTS.

The original Contract, dated August 2, 2018 and August 8, 2018, any previous amendments, renewals and/or extensions thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Renewal shall become effective on July 16, 2019 and shall end on July 15, 2020.

3. COMPENSATION.

The City shall pay an annual amount not to exceed **NINETY THOUSAND AND 00/100 DOLLARS (\$90,000.00)** including applicable tax for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

4. DEBARMENT AND SUSPENSION.

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

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

WESTERN SYSTEMS & FABRICATION, INC.

DocuSigned by:
By Scott Smits Date 10/2/2019
Signature 92674E922F044C6...
Scott Smits
Type or Print Name
General Manager
Title



CITY OF SPOKANE

DocuSigned by:
By David Condon Date 10/4/2019
Signature 979BFFBA6D094F4...
David Condon
Type or Print Name
Mayor
Title

Approved as to form:

DocuSigned by:
Pat Dalton
Assistant City Attorney 9A4B030C0574E5...

Attest:

DocuSigned by:
Lavie Faraworth
City Clerk (Acting) 9D230E9513C34B8...

Attachments that are part of this Agreement:

Attachment A: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

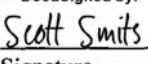
ATTACHMENT A

**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.

Name of Subrecipient / Contractor / Consultant (Type or Print)	Program Title (Type or Print)
Scott Smits Name of Certifying Official (Type or Print) General Manager Title of Certifying Official (Type or Print)	DocuSigned by:  Signature 10/2/2019 Date (Type or Print)

Washington State Department of Revenue

[Services](#) [Business Lookup](#) **WESTERN SYSTEMS & FABRICATION**

License Information:

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

Entity name: WSF, LLC

Business name: WESTERN SYSTEMS & FABRICATION

Entity type: [Limited Liability Company](#)

UBI #: 603-174-070

Business ID: 001

Location ID: 0001

Location: Active

Location address: 911 N THIERMAN RD
SPOKANE VALLEY WA 99212-1180

Mailing address: PO BOX 13369
SPOKANE VALLEY WA 99213-3369

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

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

Endorsements

<i>Filter</i>						
Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance
Centralia General Business - Non-Resident	9931			Active	Jan-31-2020	Mar-03-2014
Cheney General Business - Non-Resident	BUS2012-069			Active	Dec-31-2019	Jan-15-2019
Longview General Business - Non-Resident	867843			Active	Jan-31-2020	Jan-14-2013
Motor Vehicle Dealer	1174	3	View Plates (#1174)	Active	Jan-31-2020	Jun-13-2012
Olympia General Business - Non-Resident	24596			Active	Jan-31-2020	Sep-18-2012
Richland Retail & Wholesale Business	C13			Active	Jan-31-2020	Dec-01-2014
Sedro Woolley General Business - Non-Resident				Active	Jan-31-2020	Dec-03-2012
Sequim General Business - Non-Resident				Active	Jan-31-2020	Dec-10-2014
Spokane General Business - Non-Resident	T13107374BUS			Active	Jan-31-2020	Oct-15-2012
Spokane Valley General Business				Active	Jan-31-2020	Feb-09-2012
Sunnyside General Business - Non-Resident				Active	Jan-31-2020	Nov-01-2017

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

Governing people	Title
TORRE, HEATHER D	

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

Governing people

Title

TORRE, MARC

Registered Trade Names

Registered trade names	Status	First issued
WESTERN SYSTEMS & FABRICATION	Active	Jan-27-2012
WESTERN SYSTEMS AND FABRICATION	Active	Dec-08-2017

The Business Lookup information is updated nightly. Search date and time: 8/28/2019 2:59:19 PM

Working together to fund Washington's future

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

06/29/2020

<u>Date Rec'd</u>	6/18/2020
<u>Clerk's File #</u>	OPR 2013-0460
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	3918-13
<u>Requisition #</u>	CR 21774

<u>Submitting Dept</u>	NEIGHBORHOOD & BUSINESS SERVICES
<u>Contact Name/Phone</u>	KRIS BECKER X6392
<u>Contact E-Mail</u>	KBECKER@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	OPR 2013-0460 DUNCAN LIBERTY METER SERVICE PROCESSING & SUPPORT FOR PARKING

Agenda Wording

One year contract extension with Duncan Parking Technologies, Inc. (DPT) a subsidiary of CivicSmart, Inc. in Milwaukee, WI. Support and services for DPT Duncan Liberty meters for Parking Services.

Summary (Background)

Initial contract was 5 years, we did an additional two year extension/amendment with Duncan Parking Technologies, Inc. (DPT) a subsidiary of CivicSmart, Inc. which allowed Parking Services to put out a Paid Parking RFP. This one year extension allows the City to keep the current Duncan Liberty meters operating, while we finalize the new contracts and begin rolling out new parking payment devices.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Expense \$ 48,000		# 1460-21200-21710-54201
Select \$		#
Select \$		#
Select \$		#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	BECKER, KRIS	<u>Study Session\Other</u>	6/22/20 Public Infrastructure & Environmental Sustainability; June 29th Council Meeting; July 13th Council Meeting.
<u>Division Director</u>	CORTRIGHT, CARLY	<u>Council Sponsor</u>	Lori Kinnear and Karen Stratton
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	ODLE, MARI	Christopher Wheeler-cwheeler@spokanecity.org; Jen Largent-jlargent@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	Kim Orlob-korlob@spokanecity.org; Jacque West-jwest@spokanecity.org	

<u>Additional Approvals</u>		Kris Becker-kbecker@spokanecity.org; Teresa Kruger-tkruger@spokanecity.org
<u>Purchasing</u>	WAHL, CONNIE	Jesten Ray-jray@spokanecity.org; Mike Nickolaus-Mnickolaus@civicsmart.com
		Laura Aga-laga@spokanecity.org; Amie Blain-ablain@spokanecity.org



City of Spokane

CONTRACT EXTENSION

Title: **DUNCAN LIBERTY METER SERVICE,
PROCESSING AND SUPPORT**

This Contract Extension is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **DUNCAN PARKING TECHNOLOGIES, INC. A SUBSIDIARY OF CIVICSMART, INC.**, whose address is 316 N Milwaukee Street, Suite 202, Milwaukee, WI 53202, as "DPT", individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein DPT agreed to provide the parking meter wireless service, credit card processing, and support For Duncan Liberty Meters for the city; and

WHEREAS, the Contract time for performance needs to be extended, thus the original Contract needs to be formally extended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract, dated June 24, 2013, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE TERM.

This Contract Extension shall become effective on June 24, 2020 and shall end on June 24, 2021.

3. COMPENSATION.

The City shall pay the amounts shown in the DPT final negotiated price quote, attached as Exhibit A. These are the maximum amounts to be paid under this extension with cost, and shall not be exceeded without prior written authorization of the city, memorialized with the same formality as the previous contracts 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 Extension by having legally-binding representatives affix their signatures below.

DUNCAN PARKING TECHNOLOGIES, INC.
A SUBSIDIARY OF CIVICSMART, 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

20-098

Comprehensive Smart Parking Quote

Duncan Parking Technologies, Inc.



Prepared for: Spokane
Quote ID: 18 12 11 500b
Sales Rep: House

Ship-to Region: WA
Prepared Date: 12/17/2018
Expiry Date: 1/16/2019

Product ID	Description	Unit Price	Qty	Extended Price
1. Single Space Meter Spare Parts				
58883	Spare Rechargeable Battery for Liberty Meter	\$ 59.00	1	\$ 59.00
8907	Single Battery Charger for Liberty Meter Battery	\$ 35.00	1	\$ 35.00
8880	Liberty Collection Card	\$ 10.00	1	\$ 10.00
8881	Liberty Technician Card	\$ 10.00	1	\$ 10.00
Subtotal				

2. Monthly Fees				Monthly Total
SSM - CC - WIRE	Monthly communications fee and PEMS license - does not include Credit Card Merchant Processing Fees. Price is per Liberty meter per month. Quantity dependent on number of active meters as agreed by the parties.	\$ 5.50	1	\$ 5.50
Subtotal: Monthly Fees				

3. Transaction and Recurring Fees				
CC - GTWY	Meter Credit Card Gateway Fees (per transaction fee). Merchant processing fees deducted from proceeds separately.	\$0.03 Per Credit Card Transaction		

4. Meter Repairs				
RMA - LIB	Repair of Liberty Meter out of warranty or not eligible for warranty repair.	\$100.00 per mechanism plus actual parts used for the repair and shipping.		

5. Additional Requirements				
Sales Tax, if applicable, has not been included.				
Equipment is covered by a 1-year standard manufacturer's warranty.				
Shipping Terms FOB Origin. Shipping/Freight not included. Freight and handling will be prepaid and added to the invoice.				
Payment terms: Net 30 Days.				
Customer will be invoiced monthly in advance for recurring service fees.				
Additional service and transaction processing costs apply from third parties, including credit card merchant processing fees. Customer is responsible for setting up merchant processing arrangement.				

Continued on next page

Comprehensive Smart Parking Quote

Duncan Parking Technologies, Inc.



Prepared for: Spokane
Quote ID: 18 12 11 500b
Sales Rep: House

Ship-to Region: WA
Prepared Date: 12/17/2018
Expiry Date: 1/16/2019

Product ID	Description	Unit Price	Qty	Extended Price
	Please Send Purchase Order To: Duncan Parking Technologies, Inc. Attn: Meigan Lindholm PO BOX 2081 Milwaukee, WI 53201-2081 Ph: (414) 534-8066 Fax: (870) 741-6806 mlindholm@civicsmart.com			

I hereby certify that the products and services referenced above have been requested and that by signing below I am confirming the order and agree to the

Authorized Signature

Date

Print or Type Name

Print or Type Title

Email Address

Phone Number

Bill To Address:

Ship To Address:

Ship To Phone Number:

Programming Contact Information Required:

Contact Name

Contact Phone Number

Contact Email

License Information:

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

Entity name: DUNCAN PARKING TECHNOLOGIES, INC.

Business name: DUNCAN PARKING TECHNOLOGIES

Entity type: [Profit Corporation](#)

UBI #: 602-323-797

Business ID: 001

Location ID: 0003

Location: Active

Location address: 316 N MILWAUKEE ST STE 202
MILWAUKEE WI 53202-5888

Mailing address: 316 N MILWAUKEE ST STE 202
MILWAUKEE WI 53202-5888

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

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

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance
Leavenworth General Business - Non-Resident				Active	Jan-31-2021	Feb-03-2020
Spokane General Business - Non-Resident	T13040651BUS			Active	Dec-31-2020	Oct-15-2012



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
07/23/2019

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

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

PRODUCER Aon Risk Services Central, Inc. Milwaukee WI Office 10700 Research Drive Suite 450 Milwaukee WI 53226 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext.): (414) 271-6420	FAX (A/C. No.): (414) 271-4103
INSURED Civic Smart, Inc. Duncan Parking Technologies Inc. 316 N. Milwaukee Street Suite 202 Milwaukee WI 53202 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: The Phoenix Insurance Company	25623
	INSURER B: The Travelers Indemnity Co.	25658
	INSURER C: Travelers Property Cas Co of America	25674
INSURER D:		
INSURER E:		
INSURER F:		

Holder Identifier :

COVERAGES**CERTIFICATE NUMBER:** 570077589065**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.

Limits shown are as requested

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			ZLP15T85592	07/30/2019	07/30/2020	EACH OCCURRENCE	\$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$2,000,000
	OTHER:							
B	AUTOMOBILE LIABILITY			BA2N538633	07/30/2019	07/30/2020	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	
	<input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB						EACH OCCURRENCE	
	EXCESS LIAB						AGGREGATE	
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION							
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB7K772233	07/30/2019	07/30/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

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

Certificate Holder is included as an Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER**CANCELLATION**

City of Spokane 808 W. Spokane Falls Blvd. Spokane WA 99201 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>

Certificate No : 570077589065

Expenditure Control Form



1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date: 6-16-2020

Type of expenditure: Goods ☐ Services ☒

Department: Neighborhood & Business Services

Approving Supervisor: Kris Becker

Amount of Proposed Expenditure: \$48,000

Funding Source: 1460-21200-21710-54201

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

Initial contract was 5 years, we did an additional two year extension/amendment with Duncan Parking Technologies, Inc. (DPT) a subsidiary of CivicSmart, Inc. which allowed Parking Services to put out a Paid Parking RFP. This one year extension allows the City to keep the current Duncan Liberty meters operating, while we finalize the new contracts and begin rolling out new parking payment devices.

What are the impacts if expenses are deferred?

If we do not pay for the service (autoTRAX) the parking hardware would not submit payment information, and the meters would not process credit cards. The devices would only take coin if we did not pay our invoice.

What alternative resources have been considered?

We are working on contracts for new parking payment devices which were selected from the recent Parking Equipment RFP 5207-19.

Description of the goods or service and any additional information?

- DPT provides wireless services, credit card processing and support for on-street DPT Liberty meters.
- Continued data and reports from DPT's Parking Enterprise Management System (PEMS).

Person Submitting Form/Contact: Jesten Ray

FINANCE SIGNATURE:

DocuSigned by:

Tonya Wallace

CBC812B631244E9...

CITY ADMINISTRATOR SIGNATURE:

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

06/29/2020

<u>Date Rec'd</u>	6/17/2020
<u>Clerk's File #</u>	OPR 2020-0548
<u>Renews #</u>	

<u>Submitting Dept</u>	INTEGRATED CAPITAL	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	MARCIA DAVIS 625-6398	<u>Project #</u>	2017125
<u>Contact E-Mail</u>	MDAVIS@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	
<u>Agenda Item Name</u>	4250-HRA CONTRACT WASTEWATER COLLECTIONS SCADA		

Agenda Wording

Six Year Wastewater Program; Integrated Clean Water Plan; Wastewater and Stormwater Collection System SCADA Master Plan.

Summary (Background)

HDR was selected to provide support with the Wastewater Collection SCADA project which will provide a centralized control system for secure, real-time monitoring and control (RTMC) of the City's combined sewer overflows (CSOs) and pump stations.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? YES	
Expense	\$ 298,893.35	# 00
Select	\$	#
Select	\$	#
Select	\$	#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	MILLER, KATHERINE E	<u>Study Session\Other</u> PIES 06/22/20
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Council Sponsor</u>
<u>Finance</u>	ALBIN-MOORE, ANGELA	Distribution List
<u>Legal</u>	ODLE, MARI	eraea@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	publicworksaccounting@spokanecity.org
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Briefing Paper

Public Infrastructure, Environment, and Sustainability

Civision D Cepartment:	Public Works Division / Integrated Capital Management
Subject:	Wastewater Collections SCADA
Cate:	06/22/2020
Aut(or Email D p(one):	Marcia Davis (mdavis@spokanecity.org & 625-6398)
xity xouncil Sponsor:	
Edecutive Sponsor:	
xommitteehs) Impacte&:	PIES
Type of Agen&a item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Six Year Wastewater Program; Integrated Clean Water Plan; Wastewater and Stormwater Collection System SCADA Master Plan
Strategic Initiative:	
Cea&line:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of Contract with HDR

Background/History.

The City has long recognized the potential for improved performance of the collection system through the implementation of supervisory control and data acquisition (SCADA) for the collection system. The *Wastewater and Stormwater Collections System SCADA Master Plan* implementation will allow for increased monitoring and alarming, improved data management, and the potential application of real-time control (RTC) at combined sewer overflow (CSO) control facilities and interceptor protection tanks (IPTs). These improvements could result in reduced CSOs, reduced risk of sanitary sewer overflows (SSOs), more efficient operations and maintenance (O&M), and an increased understanding of how the system operates.

The City has purchased a server and some software to begin this work. The next step is to develop the software and human machine interface (HMI) to connect the server to the collection system control, monitoring, and alarming locations. HDR was selected through the City's no-cost request for proposal process to complete this next step.

Executive Summary:

- *The Wastewater Collection SCADA project will provide a centralized control system for secure, real-time monitoring and control (RTMC) of the City's combined sewer overflows (CSOs) and pump stations.*
- *Contract amount is \$298,893.35*
- *Work is expected to be completed by summer 2021*

Budget Impact:

Approved in current year budget? ☒ Yes ☐ No

Annual/Reoccurring expenditure? ☐ Yes ☒ No

If new, specify funding source:

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

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No

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

Specify changes required:

Known challenges/barriers:

DRAFT

City of Spokane

Wastewater Collection SCADA Project Support Services

Exhibit A: Scope of Services

May 19, 2020



835 N Post Street

Suite 100

Spokane, WA 99201

(509) 343-8500

Project Understanding

The City of Spokane (City) existing Wastewater and SCADA Master Plan documents the assessment and planning phases leading to this project. The same document serves as the foundation for this Wastewater Collection and Stormwater Supervisory Control and Data Acquisition (SCADA) project.

The Wastewater Collection SCADA project will provide a centralized control system for secure, real-time monitoring and control (RTMC) of the City's combined sewer overflows (CSOs) and pump stations.

As part of this project, HDR Engineering, Inc. (Consultant) will provide services to support the following elements:

- Development of scalable human-machine interface (HMI) and network standards
- Hardware installation
- HMI screen development
- Construction support
- Commissioning
- Training

General Assumptions

The Wastewater Collection SCADA project will be performed according to the following assumptions:

- Deliverables will be provided in electronic format and delivered via email.
- Documents/drawings will be provided in Portable Document Format (PDF) and native format for review.
- Project duration is 14 months from Notice to Proceed.
- Expenses and labor related to travel to/from the site will be charged to the project.
- All direct expenses (travel, hotels) will be charged to their respective tasks.
- Project-related expenses (printing, etc) will be tracked under the Project Administration task (Task 1).
- Workshops and meetings will be held online without in-person attendance until the COVID-19-related travel restrictions are lifted.
- City staff will be responsible for communicating the City's guidelines related to current health and safety protocols.
- When working with the City, the Consultant's staff will adhere to the City's health and safety protocols.

Scope of Services

Task 1. Project Administration

Objective. The purpose of Task 1 is to manage and coordinate project technical resources to a level of service and responsiveness consistent with the project schedule, scope and budget.

Approach. A designated Consultant project manager will prepare, monitor, and update the work plan throughout the project. The Consultant project manager will participate in monthly conference calls with the City and provide a brief cost and schedule status report for each task. The status report will include a description of progress to date, actual costs for each task, and any potential cost variances.

The Consultant project manager will coordinate team activities with the City in relation to scheduling site visits and meetings with City staff. The Consultant project manager will also supervise the engineering team and review monthly invoices and project budget.

Consultant Services. The following subtasks will be performed:

- 1.1 Project Management Plan:** Prepare a Project Management Plan (PMP) following Notice to Proceed (NTP). The PMP shall identify the project scope; individual work elements; budget for each element; and responsible individuals for each work element, staffing plan, and schedule. The PMP will be updated periodically when significant events impact the scope and/or schedule of the project.
- 1.2 Project Schedule:** Develop a project schedule. Identify deliverables as milestones. Identify City input activities. Update the schedule monthly to define status and earned value of each activity.
- 1.3 Project Initiation Management Review:** Conduct a business review with senior management at project commencement.
- 1.4 Project Management Meetings:** The Consultant shall schedule project meetings every month, via conference call. Participants in the project meetings will include the City project manager and the Consultant project manager. The purpose of this meeting is to track time and budget, work elements accomplished, work items planned for the next period, staffing needs, and scope issues.
- 1.5 Invoices and Status Reports:** Prepare monthly project status reports that compare work accomplished with scheduled activities, provide support documentation for the invoices, compare expenditures with task budgets, and describe changes to the scope that have occurred. Reports shall be submitted to the City with the monthly invoices.
- 1.6 Engineering Team Management:** Supervise the design team over the course of the project, and review the technical content of work products. The Consultant project manager will monitor the team's work in terms of product, quality, schedule, and budget.

- 1.7 Contract Closeout:** Close out the project on Consultant accounting systems and archive project files per Consultant policies.

Assumptions. Assumptions for Task 1 are as follows:

1. Project management duration will be 14 months.
2. A single monthly invoice including labor costs and expenses for each task will be sent to the City for review and payment.
3. The Consultant will coordinate with the City to schedule one conference call every month at mutually agreeable dates and times. The duration for the meeting is 1 hour.
4. Review of meeting minutes will be completed within 4 days. After 4 days, the meeting minutes will be finalized and archived as part of the project record.

City Responsibilities. City responsibilities for Task 1 are as follows:

1. Attend project coordination meetings
2. Provide comments on meeting agenda and meeting minutes
3. Review and approve monthly invoices and authorize payment

Deliverables. The deliverable products from Task 1 are as follows:

1. Monthly project status report (PDF format)
2. Monthly invoice (PDF format)
3. Meeting notes and action log (PDF format)

Task 2. Quality Assurance and Quality Control

Objective. The purpose of Task 2 is to prepare a Quality Assurance/Quality Control (QA/QC) Plan and to implement the plan during the course of the project.

Approach. The Consultant will perform internal QC review on all deliverables identified in this Scope of Services before they are submitted to the City. The Consultant will assign a QA/QC task leader to check that all products are reviewed and comments are incorporated prior to distribution to the City. A senior engineer employed by the Consultant, but not involved directly in this project, will provide a QC review of each deliverable product. The task lead/project engineer will coordinate with the reviewer to implement the QC review process. Individual QC reviews will be conducted under the discipline budgets.

Consultant Services. The following subtasks will be performed:

- 2.1 Quality Assurance/Quality Control Plan.** The Consultant will develop a QA/QC Plan prior to commencing work. Documentation of QC review will be provided to the City if requested.
- 2.2 Quality Assurance Review:** The Consultant will conduct a QA review at project commencement to discuss the technical approach, team resources, other available firm resources, and project management approach. Review will be provided by a senior wastewater engineer not associated with the project.
- 2.3 Network/Software Standards Quality Control Review:** The Consultant will engage a senior engineer, not otherwise involved in the project, who will perform a QC review of the documents prior to submittal to the City.
- 2.4 HMI Screen Development Quality Control Review:** The Consultant will engage a senior engineer/programmer, not otherwise involved in the project, who will perform a QC review of the HMI screens and software configuration prior to submittal to the City.

Assumptions. Assumptions for Task 2 are as follows:

- 1. None identified

City Responsibilities. City responsibilities for Task 2 are as follows:

- 1. None identified

Deliverables. The deliverable products from Task 2 are as follows:

- 1. None identified

Task 3. Software Standards Review

Objective. Review and offer comments on Jacobs SCADA standards to promote scalability, flexibility, and consistency for this and future SCADA-related projects.

Consultant Services. The following subtasks will be performed:

- 3.1 WS-01—Project Kickoff:** Workshop including all project stakeholders to establish a common understanding of the scope, deliverables, and schedule for this project.
- 3.2 Review Existing HMI:** Review existing HMI and FactoryTalk configuration.
- 3.3 Review PLC Standards:** Review Programmable Logic Controller (PLC) Standards developed by others in relation to this project. Propose any edits to the existing PLC Standards.
- 3.4 Review HMI Standards:** Review and comment on DRAFT version of the HMI Standards.
- 3.5 Review Network/Communications Standards:** Review and comment on DRAFT version of the Network/Communications Standards.
- 3.6 WS-02—DRAFT Software Standards Review Workshop:** This combined workshop will collaboratively work with the City to provide feedback on the HMI and Network/Communications Standards.
- 3.7**

City Responsibilities. City responsibilities for Task 3 are as follows:

- Define key stakeholders to include in the project kickoff workshop.
- Define key stakeholders to include in deliverable workshops/review sessions for each deliverable.
- Provide access to facilities as needed.
- Provide City staff to escort the Consultant to selected sites after the kickoff meeting and after the review workshop.
- Attend workshops and review sessions.
- Serve as interface between Jacobs and HDR.

Assumptions. Assumptions for Task 3 are as follows:

- Key stakeholders will be identified by the City prior to the kickoff meeting.
- The kickoff meeting will include all key stakeholders.
- The kickoff meeting is limited to 2 hours.
- An initial site visit to capture field conditions will immediately follow the kickoff meeting and will be limited to 4 hours.
- The review workshop is limited to 4 hours total.
- Jacobs currently has draft versions of both HMI and Communications standards.
- A single review workshop will cover HDR's comments on both the HMI Standards and the Communication Standards as provided by Jacobs.

- All participants will have completed the review of both standards prior to the workshop.
- If desired, the selected participants may vary for each submittal review topic.
- Two review cycles for each deliverable are sufficient to capture the City's comments. Additional review cycles will require adjustments to scope, schedule, and budget. The City will provide the Consultant with consolidated City staff comments.
- Existing PLC standards have been reviewed and accepted by the City.
- Any edits to the existing PLC standards will be minimal and will include ONLY items that clarify the relationship between these standards and the tasks within this Scope of Services.
- Any edits to the existing HMI standards will be minimal and will include ONLY items that clarify the relationship between these standards and the tasks within this Scope of Services.
- Any edits to the existing Network/Communications standards will be minimal and will include ONLY items that clarify the relationship between these standards and the tasks within this Scope of Services.
- QA/QC includes only the Consultant's products and will follow the Consultant's standard QA/QC plan.

Deliverables. The deliverable products from Task 3 are as follows:

- Kickoff meeting agenda
- Kickoff meeting minutes
- Suggested coordination edits to HMI Standards
- Suggested coordination edits to Network/Communications Standards
- Suggested coordination edits to PLC Standards

Task 4. SCADA System Installation, Setup, and Configuration Assistance

Objective. Collaboratively work with City staff to install, set up, and configure the SCADA system (Rockwell's FactoryTalk includes Asset Centre).

Consultant Services. The following subtasks will be performed:

- 4.1 Review Existing FactoryTalk Installation:** Review existing software making note of the City's norms, practices, and libraries. Document findings with a brief bullet list of key findings.
- 4.2 DRAFT and FINAL Standard Operating Procedures (SOPs) for Installation and Setup of SCADA Software:** Prepare DRAFT and FINAL version of the SOPs for installation and setup of SCADA software. This includes step-by-step instructions on how to install and set up FactoryTalk.
- 4.3 DRAFT and FINAL SOPs for Configuration of SCADA Software:** Prepare DRAFT and FINAL version of the SOPs for restoring the configuration of the FactoryTalk. This includes step-by-step instructions on how to restore the working HMI system from the most recent system backup.
- 4.4 Historian Requirements Summary:** Develop and configure Historian to meet the City's process management and regulatory data needs.
- 4.5 Define Cybersecurity Parameters/Requirements:** Work with the City IT department to define process control system cybersecurity parameters and develop a list of technical solutions that work within those parameters to allow secure data sharing from the SCADA network.

City Responsibilities. City responsibilities for Task 4 are as follows:

- Provide full development access to existing SCADA software.
- Provide review and comments to Installation and Setup SOPs within 10 working days.
- Provide review and comments to Configuration SOPs within 10 working days.
- Define key IT personnel.
- Facilitate a meeting with IT personnel.
- Attend workshops and review sessions.

Assumptions. Assumptions for Task 4 are as follows:

- Development access to the City's existing SCADA system is available and possible within the City's policies.
- Current SCADA system findings will be documented in an Excel spreadsheet that includes brief notes on each site including (but not limited to) configuration, colors, settings, security, and screen structures.
- The City will identify key IT personnel prior to the development of SOPs.
- Both SOPs will be limited to 1 page and will be a bullet list of steps to achieve the stated goal.

- City staff has general knowledge of FactoryTalk installation, configuration, and programming.
- In-depth training in the installation and use of FactoryTalk is not included in this Scope of Services.
- The Historian requirements summary will be limited to 1 page and will include a bullet list of requirements. Requirements will be limited to those identified by the City during this and previous tasks.
- Documentation of the existing SCADA system assessment will be limited to 1 page; it will consist of an introductory paragraph and a bullet list of findings.
- The technical memorandum (TM) documenting the City's cybersecurity parameters will be limited to 2 pages; it will compare the City's current practices with the current industry best practices and will include recommendations to improve the City's current practices relative to the SCADA system only.
- Cybersecurity requirements will not include an exhaustive cybersecurity assessment and will provide only sufficient guidance to allow SCADA data sharing.
- The cybersecurity TM will include a brief summary of technical options to address the City's needs related to this project only.
- The SOP review meeting will be held via Webex and will be limited to a total of 2 hours.

Deliverables. The deliverable products from Task 4 are as follows:

- Brief assessment of existing SCADA software system
- DRAFT and FINAL versions of SCADA Installation and Setup SOPs
- DRAFT and FINAL versions of SCADA Configuration SOPs
- Emailed description of understanding of requirements for the Historian
- Installation and configuration of the Historian
- Summary of cybersecurity requirements and technical solutions

Task 5. HMI Development

Objective. Develop and test the HMI for later implementation into the field and apply HMI standards to develop SCADA screens for the City's wastewater collections system. Develop an Alarm Management Plan to provide programmers guidance for current and future integration projects.

Approach. Develop HMI based on HMI standards.

Consultant Services. The following subtasks will be performed:

- 5.1 50 Percent HMI Development:** Develop HMI application to a 50 percent level. This includes the development of the HMI road map, symbol library, and tag database.
- 5.2 WS-03—HMI Review Workshop:** Workshop to review the 50 percent HMI application with the City. This workshop will include review of the screen navigation, HMI symbols, tag database, and alarm management.
- 5.3 100 Percent HMI Development:** Develop HMI application to a 100 percent level prior to installation/implementation in the field.
- 5.4 HMI In-office Testing:** Test the HMI application on the server. Facilitate a witnessed demonstration of the HMI screens.
- 5.5 Update Software/HMI Standards:** Update HMI standards based on the final implementation of the developed HMI software application.

City Responsibilities. City responsibilities for Task 5 are as follows:

- Provide full development access to SCADA software
- Provide review and comments to the HMI screens road map within 10 working days
- Provide review and comments to the Alarm Management Plan within 10 working days
- Provide review and comments to the symbol library within 10 working days
- Maintain and upgrade software licenses
- Attend the Factory Acceptance Test (FAT)
- Attend workshops and review sessions
- Assign the primary City contact for guidance on HMI screen development

Assumptions. Assumptions for Task 5 are as follows:

- The HMI road map will include a visual representation of the various screens to be developed/integrated.
- The HMI road map will depict the relationships of the screens to each other to indicate the ways an operator would navigate through the screens.
- HMI Alarm Management Plan will include:
 - A general statement of the City's alarm philosophy
 - A prioritized list of alarms and events with corresponding anticipated operator response
 - Alarm change management procedures

- HMI screens are limited to a maximum of 27 screens that will include:
 - System Overview
 - Communications Overview
 - System Architecture
 - Alarm Summary (plus alarm display banner on each screen)
 - Two CSO Facility Overview screens plus a maximum of seven Facility Detail screens per facility including:
 - CSO overview
 - Flow control
 - Gas detection
 - Pump overview
 - Pump controls
 - Alarm status
 - Trend screen
 - One Monitoring Location Overview screen plus a maximum of four Monitoring Location Detail screens including:
 - Monitoring location overview (all locations overlaid on a map)
 - Location overview
 - Alarm status
 - Trend screen
 - One Lift Station Overview screen plus a maximum of five Lift Station Detail screens including:
 - Station overview
 - Pump control
 - Generator details
 - Alarm status
 - Trend screen
- SCADA screens are limited to an average maximum of 10 SCADA tags per screen.
- Each SCADA tag will require 1 hour to integrate into screens and each screen will require 4 hours to develop.
- The HMI screen review workshop is limited to 4 hours.
- HMI will be designed with a well-documented, open architecture to facilitate future screen additions and modifications.
- The symbol library will be developed using standard, vendor-provided symbols.
- The SCADA tag database will not exceed the City's current licensing limitations.
- Additional software licenses are the responsibility of the City.

- Software standards will be updated once if required during the initial development of the HMI screens and will be limited to a maximum of 16 hours of Consultant staff time.
- Software standards will be updated once if required after the 50 percent HMI review workshop and will be limited to a maximum of 16 hours of Consultant staff time.
- The in-office demonstration will be held in the Consultant's Spokane office.
- The City will receive an electronic version of the agenda, testing plan, and related documentation 10 working days in advance of the in-office demonstration.
- The in-office demonstration is limited to 4 hours.

Deliverables. The deliverable products from Task 5 are as follows:

- DRAFT and FINAL versions of the HMI screen road map
- DRAFT and FINAL versions of the Alarm Management Plan
- HMI Tag Database Report
- Updated Historian database
- HMI screens
- 50 percent HMI review workshop agenda and minutes
- DRAFT and FINAL In-Office Demonstration Plan, Agenda, and Documentation

Task 6. Construction Support

Objective. Provide SCADA-related guidance during construction activities. Work collaboratively with the City and the contractor to make sure that the network, communications, and security comply with the design and standards that were developed earlier.

Consultant Services. The following subtasks will be performed:

- 6.1 Define Installation Parameters for Network Devices**
- 6.2 Assist the City's Staff with Setup and Configuration of a "Demilitarized Zone" (DMZ) to Allow Approved Devices Secured Access to SCADA Data**
- 6.3 Assist the City's Staff with Setup and Configuration of SCADA Alarm Call-out**
- 6.4 Coordinate with Stakeholders on SCADA Network Access**

City Responsibilities. City responsibilities for Task 6 are as follows:

- Provide full access to network resources as needed
- Facilitate any required interactions between the Consultant and IT
- Facilitate any required interactions between the Consultant and contractor

Assumptions. Assumptions for Task 6 are as follows:

- The Consultant is not responsible for the contractors' work products.
- The Consultant is assisting City staff and will not be responsible for unintended consequences of changing network settings/access points.
- The term "network" applies ONLY to SCADA-related networks. The City's IT network will not be modified as part of this project.
- Network device installation parameters will be a bulleted list from which related devices' network parameters can be set. This will include only network devices from the four facilities that are part of this Scope of Services.
- DMZ configuration notes will be limited to 1 page of bullet list items to provide information for City staff.
- SCADA alarm call-out notes will be limited to a report produced within the alarm call-out program including engineer notes embedded within the report.
- Prior approval from the City is required for Consultant to charge more than the estimated 180 hours provided for this task.
- Meetings with City staff are limited to a maximum of 12 total hours; meetings will be attended by one of the Consultant's engineers.
- Meetings including action items and decisions reached will be documented by the Consultant staff; meeting notes will be provided to attendees after the meeting. Unless there is a significant error or omission, the notes will be added to the project memory without a review cycle.

Deliverables. The deliverable products from Task 6 are as follows:

- Network device installation parameters listing
- DMZ configuration notes

- SCADA alarm call-out notes
- Meeting notes

Task 7. Commissioning

Objective. Consultant will provide staff to support commissioning. Consultant will review the contractor's Commissioning Plan and suggest improvements. Consultant will attend commissioning sessions and provide oversight support as the City's representative. Consultant will coordinate all commissioning activities with the City, contractor, and programmers.

Consultant Services. The following subtasks will be performed:

7.1 Communications Infrastructure Commissioning Support:

- Review and suggest edits to the contractor's Commissioning Plan and proposed test forms for documenting testing activities and results.
- Attend commissioning activities
- Prepare daily field notes to document witnessed commissioning activities.
 - Including all issues that arise during commissioning in field notes, documenting resolution and "as left" status of resolution.

7.2 HMI Commissioning Support:

- Develop HMI Commissioning Plan
- Attend commissioning activities
- Prepare daily field notes to document witnessed commissioning activities.
 - Include all issues that arise during Commissioning in field notes, including resolution and "as left" status of resolution.

City Responsibilities. City responsibilities for Task 7 are as follows:

- Identify key stakeholders to receive commissioning field notes
- Provide input to the Consultant support staff where required
- Facilitate any required interactions between the Consultant and IT
- Facilitate any required interactions between the Consultant and contractor
- Attend commissioning activities
- Lead coordination between PLC and HMI commissioning.

Assumptions. Assumptions for Task 7 are as follows:

- Modifications to communications infrastructure required to complete commissioning will be provided by the Contractor and/or the City. Consultant support for these modifications is limited to recommendations and documentation only.
- Commissioning activities will take place at the City facilities where commissioned equipment, software or other items are located.
- The Consultant is not responsible for the contractors' work products.
- The Consultant is assisting City staff and will not be responsible for unintended consequences of changing network settings/access points.
- Prior approval from the City is required for Consultant to charge more than the estimated 176 hours provided for this task.

- Assistance on-site limited to eight days for a single person from the Consultant team broken up as two four-day trips.
- Field notes will provide daily updates to document commissioning progress.
- Field notes will be delivered to key stakeholders via email at the end of each day.
- Field notes will track progress relative to the Commissioning Plan.

Deliverables. The deliverable products from Task 7 are as follows:

- Commissioning Plan suggested edits
- Engineering labor hours
- Field notes

Task 8. Training

Objective. Provide HMI-related training sessions throughout the life of the project.

Consultant Services. The following subtasks will be performed:

- 8.1 **DRAFT Training Plan**
- 8.2 **FINAL Training Plan**
- 8.3 **WS-04—Training Workshop**
- 8.4 **WS-05—HMI Development Training Workshop**
- 8.5 **WS-06—HMI Usage Training Workshop**

City Responsibilities. City responsibilities for Task 8 are as follows:

- Identify staff to attend training workshops
- Attend training workshops

Assumptions. Assumptions for Task 8 are as follows:

- The initial Training Plan workshop is intended to define the Training Plan for the project including the City's unique needs.
- The Training Plan workshop is limited to 2 hours. Two members of the Consultant team will attend the workshop.
- Where possible, training will be incorporated into other activities and fieldwork.
- The HMI development training workshop will include ONLY development activities related to the City's SCADA system. This workshop will not include an in-depth training into the usage of the selected SCADA HMI platform. Attendees will have a working knowledge of how to develop screen objects and tag databases.
- The HMI development training workshop is limited to 8 hours. Two members of the Consultant team will attend the workshop.
- HMI usage training workshop will briefly step through all the features of the screens and allow operators to gain a level of comfort with the system by guiding them through a hands-on demonstration.
- The HMI usage training workshop is limited to 2 hours. Two members of the Consultant team will attend the workshop.
- Attendance is limited to six students for each training workshop.
- Vendor training is not included in the project scope.

Deliverables. The deliverable products from Task 8 are as follows:

- DRAFT and FINAL versions of the Training Plan
- Training Plan review workshop agenda and minutes
- HMI development workshop plan and materials
- HMI usage workshop plan and materials

Fee Proposal

HDR's total compensation for services provided pursuant to this amendment, including labor and overhead costs and expenses (currently assumes there are no subconsultants), shall not exceed \$298,893.35 without written authorization by the City.

Task #	Task Description	Total Labor	Total Escalation	Total Expenses	Total From Spreadsheet
1	Task 1: Project Administration	\$31,074.56	\$435.04	\$2,253.65	\$33,763.25
2	Task 2: Quality Assurance/Quality Control	\$20,491.30	\$286.88	\$325.60	\$21,103.78
3	Task 3: Software Standards Development	\$24,718.77	\$346.06	\$5,083.50	\$30,148.33
4	Task 4: SCADA System Installation and Configuration	\$19,803.24	\$277.25	\$10,327.20	\$30,407.69
5	Task 5: HMI Development	\$89,927.62	\$1,258.99	\$2,634.40	\$93,821.01
6	Task 6: Construction Support	\$34,090.16	\$477.26	\$8,286.80	\$42,854.22
7	Task 7: Commissioning	\$29,219.22	\$409.07	\$651.20	\$30,279.49
8	Task 8: Training	\$16,002.94	\$224.04	\$288.60	\$16,515.58
Total					\$298,893.35



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/19/2020

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

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

PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
INSURED HDR Engineering, Inc. 1917 South 67th Street Omaha, NE 68106	INSURER(S) AFFORDING COVERAGE INSURER A: Liberty Mutual Fire Insurance Company	NAIC # 23035
	INSURER B: Ohio Casualty Insurance Company	24074
	INSURER C: Liberty Insurance Corporation	42404
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: W16482081

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						EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input checked="" type="checkbox"/> Contractual Liability	Y	Y	TB2-641-444950-030	06/01/2020	06/01/2021	MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						GENERAL AGGREGATE \$ 4,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS	Y	Y	AS2-641-444950-040	06/01/2020	06/01/2021	BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> AUTOS ONLY						\$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR						EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	Y	Y	EUO (21) 57919363	06/01/2020	06/01/2021	AGGREGATE \$ 5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 0						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	No	N/A	WA7-64D-444950-010	06/01/2020	06/01/2021	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000


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

Re: UNIVERSITY DISTRICT SOUTH STORMWATER FEATURES SITE SUITABILITY ASSESSMENT.

Certificate Holder is named as Additional Insured on General Liability, Automobile Liability and Umbrella/Excess Liability on a Primary, Non-contributory basis where required by written contract. Waiver of Subrogation applies on General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation where required by written contract and as permitted by law. Umbrella/Excess policy is Follow Form over General Liability, Auto Liability and

CERTIFICATE HOLDER

CANCELLATION

City of Spokane Attn: Marcia Davis 808 West Spokane Falls Boulevard Spokane, WA 99201	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> 
--	---

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Midwest, Inc.		NAMED INSURED HDR Engineering, Inc. 1917 South 67th Street Omaha, NE 68106	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

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

Employers Liability.

Employers Liability for the Monopolistic States of ND, OH, WA & WY is provided in the Workers Compensation policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Location(s):

All locations owned by or rented to the Named Insured

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

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which can be attributed only to operations at a single designated "location" shown in the Schedule above:
- 1.** A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - 2.** The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a.** Insureds;
 - b.** Claims made or "suits" brought; or
 - c.** Persons or organizations making claims or bringing "suits".
 - 3.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.
 - 4.** The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:
1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Location General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.
- D.** For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:
- "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- E.** The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

All construction projects not located at premises owned, leased or rented by a Named Insured

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

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
- 1.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 - 2.** Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

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

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

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

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

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

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

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization with whom you have agreed, through written contract, agreement or permit to provide additional insured coverage.	Any location where you have agreed, through written contract, agreement or permit, to provide additional insured coverage
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization to whom or to which you are required to provide additional insured status in a written contract, agreement or permit except where such contract or agreement is prohibited.	Any location where you have agreed, through written, contract, agreement or permit, to provide additional insured coverage for completed operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

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

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

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

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Policy Number TB2-641-444950-030

Issued by Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE AMENDMENT – SCHEDULED ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

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

Schedule

Person or Organization: Where required by written contract.
--

If you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for any person or organization shown in the Schedule of this endorsement that qualifies as an additional insured on this policy, this policy will apply solely on the basis required by such written agreement and Paragraph 4. Other Insurance of Section IV - Conditions will not apply. If the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Paragraph 4. Other Insurance of Section IV - Conditions will govern. However, this insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name Of Person(s) Or Organization(s):
As required by written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

Policy Number: AS2-641-444950-040
Issued by: Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
TRUCKERS COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

Schedule

Name of Person(s) or Organizations(s):

Any person or organization where the Named Insured has agreed by written contract to include such person or organization

Regarding Designated Contract or Project:

Any

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the **Other Insurance Condition:**

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization: As required by written contract or agreement

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

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

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

SCHEDULE

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

Any person or organization for whom you perform work under a written contract of the contract requires you to obtain this agreement from us but only if the contract is executed prior to the injury or damage occurring.

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

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by contract or written agreement prior to loss.

Issued by:Liberty Insurance Corporation

For attachment to Policy No WA7-64D-444950-010
\$

Effective Date 06/01/2020

Premium

Issued to:HDR Engineering, Inc.

Policy Number TB2-641-444950-030
Issued by Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR MATERIAL REDUCTION IN COVERAGE TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Per Schedule on File		30

- A. If we cancel this policy for any reason other than nonpayment of premium, or make a material reduction in coverage, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation or material reduction of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

Q3uel by siberdy L udut I Mre Qa3urt ace F omnt ay

NOTICE OF CANCELLATION OR MATERIAL REDUCTION IN COVERAGE TO THIRD PARTIES

Cpi3 eal or3emeadmol ilie3 ia3urt ace nrof il el ual er qe hollov iawg

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RAVARS FEOSVARS PAVC
CVUFGSVT FEOSVARS PAVC
SKFSTT AUCEL E: GS sA: GCX NYSL NCX FEOSVARS PAVC
TSsMONTUVSY CVUFGSV SKFSTT sA: GCX FEOSVARS PAVC
FEL L SVFAs RSNSVAs sA: GCX FEOSVARS PAVC
SKFSTT FEL L SVFAs RSNSVAs sA: GCX FEOSVARS PAVC
PVEYUFCTFEL PsSCSY EPSVACENT sA: GCX FEOSVARS PAVC
sU UEV sA: GCX FEOSVARS PAVC
FEL L SVFAs sA: GCX QUL: VSsA FEOSVARS MEVL

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Schedule		
Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Per Tcpele ule oa Mle		-5

- A. On ve ct acel phi3 nolicy for t ay ret 3oa ofper phi t a aoant ymead ohnremium, or mt ke t mt derit l rel ucdoa ia cofert we, v e v ill aodhy phi ner3oa3 or orwt aitz doa3 3pov a ia phi Tcpele ule t bof e. We v ill 3eal aodce phi emt il or mt iliawt l l re33 li3del t bof e t dlet 3d45 l t y3, or phi aumber ohl t y3 li3del t bof e, iht ay, before phi ct acellt doa become3 elhedf e. A ao ef ead l oe3 phi aodce phi phi r l nt rdy excee l phi aodce phi phi hr3d at mel ia3ure l .

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ct acellt doa ohphe nolicy.

All other terms total coal idoa3 ohp3 nolicy remt ia uacpt awel .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF MATERIAL CHANGE

We will not make changes that reduce the insurance afforded by this policy until written notice of such reduction has been delivered to those scheduled below at least 30 days before the effective date of the material change to the insurance afforded by this policy.

Our failure to provide notice under this endorsement will not affect the validity of the changes except as it relates to the person or organization listed below.

NAME

ADDRESS

As required by written contract or written agreement

In no event will the notification be less than the minimum days required for notification by state statute. Notification will be provided to all parties in a manner as required by state statute, if any.

This endorsement is executed by the Liberty Insurance Corporation Premium:

Effective Date: 06/01/2020 Expiration Date 06/01/2021 For

attachment to Policy No: WA7-64D-444950-010

Countersigned by _____
Authorized Representative End.

Serial No.

WC 99 20 15

Page 1 of 1 Ed.
09/01/2010

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NOTICE OF CANCELLATION TO THIRD PARTIES

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below by email as soon as practical after notifying the first Named Insured.
- B. This advance email notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

	Schedule
Name of Other Person(s) / Organization(s):	
As required by written contract or agreement	30 Days

All other terms and conditions of this policy remain unchanged.

Issued by Liberty Insurance Corporation

For attachment to Policy No. WA7-64D-444950-010 Effective Date

06/01/2020 Premium \$

Issued to HDR Engineering, Inc.

Expenditure Control Form



1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date: May 27, 2021 **Type of expenditure:** Goods ☐ Services ☒

Department: Integrated Capital Management

Approving Supervisor: Katherine Miller

Amount of Proposed Expenditure: \$298,893

Funding Source: Utility Rates

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

SCADA for sewer pump stations is important to detect problems. Control of CSO systems may limit overflows and protect the interceptor system.

What are the impacts if expenses are deferred?

Unplanned and unbudgeted expenses could occur for required repairs and associated clean up activities, or fines for overflows.

What alternative resources have been considered?

City staff were been considered for this work, but the staff that can build software systems do not have the time to devote to this project.

Description of the goods or service and any additional information?

The Wastewater Collection SCADA project will provide a centralized control system for secure, real-time monitoring and control (RTMC) of the City's combined sewer overflows (CSOs) and pump stations.

Person Submitting Form/Contact: Marcia Davis

FINANCE SIGNATURE:

DocuSigned by:

CBC812B631244E9...

CITY ADMINISTRATOR SIGNATURE:

DocuSigned by:

9C38E3376992442...

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

06/29/2020

Date Rec'd

6/18/2020

Clerk's File #

OPR 2020-0549

Renews #Submitting Dept

GRANTS & CONTRACT MGMT

Cross Ref #Contact Name/Phone

SALLY STOPHER X 6032

Project #Contact E-Mail

SSTOPHER@SPOKANECITY.ORG

Bid #Agenda Item Type

Contract Item

Requisition #Agenda Item Name

0430 - GRANTS - DEPARTMENT OF COMMERCE CARES ACT CONTRACT

Agenda Wording

Contract to receive \$6,660,000 in revenue for reimbursement of eligible expenditures related to the COVID Response.

Summary (Background)

Contract to receive \$6,660,000 in revenue for reimbursement of eligible expenditures related to the COVID response.

Fiscal Impact

Grant related? YES

Budget Account

Public Works? NO

Revenue \$ 6,660,000

Various

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

WALLACE, TONYA

Study Session\OtherFinance Committee
6/15/20Division Director

WALLACE, TONYA

Council Sponsor

Candace Mumm

Finance

BUSTOS, KIM

Distribution ListLegal

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For the Mayor

ORMSBY, MICHAEL

ablain@spokanecity.org

Additional Approvals

sbrown@spokanecity.org

Purchasing

rkokot@spokanecity.org

GRANTS &
CONTRACT MGMT

STOPHER, SALLY

kbustos@spokanecity.org

Briefing Paper

Finance and Administration

Division & Department:	Finance
Subject:	Department of Commerce CARES ACT contract
Date:	06/8/2019
Contact (email & phone):	Sally Stopher sstopher@spokanecity.org 625-6032
City Council Sponsor:	Candace Mumm
Executive Sponsor:	
Committee(s) Impacted:	Finance Committee
Type of Agenda item:	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Contract to receive \$6,600,000 in revenue for reimbursement of eligible expenditures related to COVID response
Executive Summary:	
Contract to receive \$6,600,000 in revenue for reimbursement of eligible expenditures related to COVID response	
Budget Impact:	
Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Transfer of budget capacity from ITSD to Purchasing Other budget impacts: (revenue generating, match requirements, etc.) None	
Operations Impact:	
Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	



Interagency Agreement with

City of Spokane

through

the Coronavirus Relief Fund for Local Governments

For

Costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) during the period of March 1, 2020 thru October 31, 2020.

Start date: March 1, 2020

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FACE SHEET

Contract Number: 20-6541C-328

**Washington State Department of Commerce
Local Government Division
Community Capital Facilities Unit
Coronavirus Relief Fund for Local Governments**

1. Contractor City of Spokane 801 W Spokane Falls Blvd Spokane, Washington 99201		2. Contractor Doing Business As (optional) 	
3. Contractor Representative Sally Stopher Director of Grants, Contracts and Purchasing (509) 625-6032 sstopher@spokanecity.org		4. COMMERCE Representative Katrina Perez Project Manager (360) 688-6127 Fax 360-586-5880 Katrina.Perez@commerce.wa.gov <div style="float: right; text-align: right;"> P.O. Box 42525 1011 Plum Street SE Olympia, WA 98504-2525 </div>	
5. Contract Amount \$6,660,000.00	6. Funding Source Federal: X State: Other: N/A:	7. Start Date March 1, 2020	8. End Date October 31, 2020
9. Federal Funds (as applicable) \$6,660,000.00	Federal Agency: US Dept. of the Treasury	CFDA Number: 21.019	Indirect Rate (if applicable): 10.00%
10. Tax ID # XXXXXXXXXXXXXXXX	11. SWV # SWV0003387-09	12. UBI # 999999999	13. DUNS # N/A
14. Contract Purpose To provide funds for costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) during the period of March 1, 2020 thru October 31, 2020. Final invoices must be received by November 15, 2020.			
15. Signing Statement COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents hereby incorporated by reference: Attachment "A" – Scope of Work, Attachment "B" – Budget & Invoicing, Attachment "C" – A-19 Certification, Attachment "D" – A-19 Activity Report			
FOR CONTRACTOR <hr/> Nadine Woodward, Mayor <hr/> Date		FOR COMMERCE <hr/> Mark K. Barkley, Assistant Director, Local Government Division <hr/> Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 05-01-2020. APPROVAL ON FILE.	

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW.

2. ACKNOWLEDGMENT OF FEDERAL FUNDS

Funds under the Contract are made available and are subject to Section 601(a) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), and Title V and VI of the CARES Act.

The Contractor agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Contractor describing programs or projects funded in whole or in part with federal funds under this Contract, shall contain the following statements:

“This project was supported by a grant awarded by US Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the US Department of the Treasury. Grant funds are administered by the Local Government Coronavirus Relief Fund thru the Washington State Department of Commerce.”

3. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

4. COMPENSATION

COMMERCE shall pay an amount not to exceed the contract amount listed on the Face Sheet for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work (Attachment A).

5. EXPENSES

Contractor shall receive reimbursement for allowable expenses as identified in the Scope of Work (Attachment A) or as authorized in advance by COMMERCE as reimbursable.

Travel expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current state travel reimbursement rates.

6. INDIRECT COSTS

Contractor shall provide their indirect cost rate that has been negotiated between their entity and the federal government. If no such rate exists a *de minimis* indirect cost rate of 10% of modified total direct costs (MTDC) will be used.

7. BILLING PROCEDURES AND PAYMENT

COMMERCE shall reimburse the Contractor for eligible Project expenditures, up to the maximum payable under this Contract. When requesting reimbursement for expenditures made, Contractor shall submit all Invoice Vouchers and any required documentation electronically through COMMERCE's Contracts Management System (CMS), which is available through the Secure Access Washington (SAW) portal. If the Contractor has constraints preventing access to COMMERCE's online A-19 portal, a hard copy A-19 form may be provided by the COMMERCE Project Manager upon request.

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

The voucher must be certified by an official of the Contractor with authority to bind the Contractor. The final voucher shall be submitted to COMMERCE no later than November 15, 2020.

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly.

The invoices shall describe and document, to COMMERCE's satisfaction, reimbursable expenditures as set forth under the Scope of Work (Attachment A) and Budget & Invoicing (Attachment B). The invoice shall include the Contract Number as stated on the Face Sheet.

Each voucher must be accompanied by an A-19 Certification (Attachment C) and A-19 Activity Report (Attachment D). The A-19 Certification must be certified by an authorized party of the Contractor to certify and attest all expenditures submitted on the voucher are in compliance with the United States Treasury Coronavirus Relief Fund ("Fund") Guidance for State, Territorial, Local, and Tribal Governments:

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

The A-19 Activity Report must be submitted which describes, in Excel spreadsheet and narrative form, a detailed breakdown of the expenditures within each applicable budget sub-category identified in the voucher, as well as a report of expenditures to date. COMMERCE will not release payment for any reimbursement request received unless and until the A-19 Certification and A-19 Activity Report is received. After approving the Invoice Voucher, A-19 Certification and Activity Report, COMMERCE shall promptly remit a warrant to the Contractor.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Should the Contractor be found to spent funds inconsistent with federal laws, rules, guidelines, or otherwise inappropriately, it is the responsibility of the Contractor to reimburse Commerce for any amount spent on disallowed costs.

8. AUDIT

Contractor shall maintain internal controls providing reasonable assurance it is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs; and prepare appropriate financial statements, including a schedule of expenditures of federal awards.

If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
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- A. Submit to COMMERCE the reporting package specified in OMB Super Circular 2 CFR 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
- B. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Contractor is a subrecipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Contractor shall notify COMMERCE they did not meet the single audit requirement.

The Contractor shall send all single audit documentation to auditreview@commerce.wa.gov.

9. DEBARMENT

- A. Contractor, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - ii. Have not within a three-year period preceding this Contract, been convicted of 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 or private agreement or 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;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
 - iv. Have not within a three-year period preceding the signing of this Contract had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B. Where the Contractor is unable to certify to any of the statements in this Contract, the Contractor shall attach an explanation to this Contract.
- C. The Contractor 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, unless authorized by COMMERCE.
- D. The Contractor further agrees by signing this Contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- i. 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.
 - ii. 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.
- E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

10. LAWS

The Contractor shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended, including, but not limited to:

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
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United States Laws, Regulations and Circulars (Federal)

Contractor shall comply with Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Award, 2 CFR 200, Subpart F – Audit Requirements.

Contractor shall comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation.

Contractor shall comply with Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39.

11. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget & Invoicing
- Attachment C – A-19 Certification
- Attachment D – A-19 Activity Report

**GENERAL TERMS AND CONDITIONS
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1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Contract" or "Agreement" means the entire written agreement between COMMERCE and the Contractor, including any attachments, documents, or materials incorporated by reference. E-mail or facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

3. AMENDMENTS

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

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
 - iii. All personal information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality.

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COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and any applicable federal laws, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

**GENERAL TERMS AND CONDITIONS
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9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity.

The Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

15. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they

**GENERAL TERMS AND CONDITIONS
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relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. Contractor shall incorporate 2 CFR Part 200, Subpart F audit requirements into all subcontracts. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

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

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are in addition to any other rights and remedies provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree

**GENERAL TERMS AND CONDITIONS
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with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

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

20. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Scope of Work

This funding is made available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") and Section V and VI of the CARES Act, for costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19). Under the CARES Act, the Coronavirus Relief Fund may be used to cover costs that:

- 1. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); AND**
- 2. Are not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government.**

These funds may be used to reimburse for expenditures incurred during the period of March 1, 2020 thru Oct. 31, 2020. Please note: In order to ensure all funds have been fully utilized prior to the US Treasury's December 30, 2020 end date, the State of Washington must closeout contracts by October 31, 2020. All final requests for reimbursement must be received no later than November 15, 2020.

Expenditures must be used for necessary actions taken to respond to the public health emergency. These may include expenditures incurred to allow the local government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

Payments may be used only to cover costs not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either:

1. The cost cannot lawfully be funded using a line item, allotment, or allocation within that budget; OR
2. The cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The "most recently approved" budget is the enacted budget for the relevant fiscal period for the particular government. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

Allowable expenditures include, but are not limited to:

1. Medical expenses such as:
 - a. COVID-19-related expenses of public hospitals, clinics, and similar facilities.
 - b. Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
 - c. Costs of providing COVID-19 testing, including serological testing.
 - d. Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
 - e. Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
2. Public health expenses such as:

- a. Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
 - b. Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
 - c. Expenses for disinfection of public areas and other facilities, e.g., nursing homes, in response to the COVID-19 public health emergency.
 - d. Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
 - e. Expenses for public safety measures undertaken in response to COVID-19.
 - f. Expenses for quarantining individuals.
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
 - a. Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
 - b. Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
 - c. Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
 - d. Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
 - e. COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
 - f. Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
 - a. Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
 - b. Expenditures related to a State, territorial, local, or Tribal government payroll support program.
 - c. Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Budget & Invoicing

The Contractor shall determine the appropriate budget and use of funds within the following 6 budget categories and their sub-categories:

1. Medical
2. Public Health
3. Payroll
4. Actions to Comply with Public Health Measures
5. Economic Support
6. Other Covid-19 Expenses

The Contractor shall submit invoice reimbursement requests to the Commerce Representative using the Commerce Contract Management System's (CMS) Online A-19 Portal. Each reimbursement request must include:

1. A-19 Certification form – An authorized party of the local government will certify each invoice (A19) submitted for reimbursement and attest that all incurred expenditures meet the US Treasury Department's guidance: <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>
2. A-19 Activity Report
3. A detailed breakdown of the expenditures incurred within each applicable budget sub-category on the A-19 Activity Report.

The A-19 Certification and Activity Report templates will be provided with the executed contract. The documents are included in Attachment C and Attachment D for reference.

Receipts and proof of payment for costs incurred do not need to be submitted with A-19s. All contractors are required to maintain accounting records in accordance with state and federal laws. Records must be sufficient to demonstrate the funds have been used in accordance with section 601(d) of the Social Security Act. Commerce reserves the right to audit any costs submitted for reimbursement. The Contractor shall comply with Commerce A-19 audits and provide the appropriate records upon request.



LOCAL GOVERNMENT CORONAVIRUS RELIEF FUNDS CERTIFICATION

I, **<FIRST, LAST NAME>**, am the **<TITLE>** of **<LOCAL GOVERNMENT>**, and I certify that:

1. I have the authority and approval from the governing body on behalf of the Local Government to request reimbursement from the Department of Commerce (Commerce) per contract number **<COMMERCE CONTRACT NUMBER>** from the allocation of the Coronavirus Relief Fund as created in section 5001 of H.R.748, the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") for eligible expenditures included on the corresponding A-19 invoice voucher for report period **<REPORT PERIOD FROM A-19>**.
2. I understand that as additional federal guidance becomes available, a contract amendment to the agreement between Commerce and the Local Government may become necessary.
3. I understand Commerce will rely on this certification as a material representation in processing this reimbursement.
4. I certify the use of funds submitted for reimbursement from the Coronavirus Relief Funds under this contract were used only to cover those costs that:
 - a. Are *necessary expenditures* incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
 - b. Were not accounted for in the budget most recently approved as of March 27, 2020; and
 - c. Were incurred during the period that begins on March 1, 2020, and ends on October 31, 2020.
5. I understand the use of funds pursuant to this certification must adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure. We have reviewed the guidance established by U.S. Department of the Treasury¹ and certify costs meet the required guidance. Any funds expended by the Local Government or its subcontractor(s) in any manner that does not adhere to official federal guidance shall be returned to the State of Washington.

Footnote:

1 – Guidance available at <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf> (4/30/2020)

LOCAL GOVERNMENT CORONAVIRUS RELIEF FUNDS CERTIFICATION

Page 2 of 2

6. I understand the Local Government receiving funds pursuant to this certification shall retain documentation of all uses of the funds, including but not limited to invoices and/or sales receipts in a manner consistent with §200.333 *Retention requirements for records* of 2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Such documentation shall be produced to Commerce upon request and may be subject to audit by the State Auditor.
7. I understand any funds provided pursuant to this certification cannot be used as a revenue replacement for lower than expected tax or other revenue collections.
8. I understand funds received pursuant to this certification cannot be used for expenditures for which the Local Government has received any other emergency COVID-19 supplemental funding (whether state, federal or private in nature) for that same expense.

I certify that I have read the above certification and my statements contained herein are true and correct to the best of my knowledge.

_____
Printed Name_____
Title_____
Signature_____
Date:

INSTRUCTIONS:

A completed CRF A-19 Certification and Activity Report must be submitted with each A-19 reimbursement request. The A-19 Activity Report must be submitted as an Excel spreadsheet, not a PDF. You must also include a detailed breakdown of the individual expenditures reported in **Column F** for each applicable sub-category included on the A-19 Activity Report.

There are 6 primary budget categories;

1. Medical Expenses
2. Public Health Expenses
3. Payroll expenses for public employees dedicated to COVID-19
4. Expenses to facilitate compliance with COVID-19-measures
5. Economic Supports
6. Other COVID-19 Expenses

Each primary budget category includes sub-categories and provides an option to add "other" sub-categories not listed.

Follow the below instructions when completing the A-19 Activity Report:

- 1 **REPORT PERIOD** - Enter the report period into **Cell D1** of the A-19 Activity Report.
 - a This should match the report period entered on the corresponding A-19.
 - b Report period should include MM/YY to MM/YYYY, i.e. 03/20, March 2020, 03/2020, etc.
- 2 **COLUMN E** - Enter the total amount of all previous reimbursement requests submitted to Commerce for each applicable sub-category.
- 3 **COLUMN F** - Enter the total amount being requested in the current reimbursement request for each applicable sub-category.
- 4 **COLUMN H: USE OF FUNDS** - You must include a general description of the use of the funds being requested for each applicable sub-category. Keep descriptions as concise as possible, but include adequate context to demonstrate how these funds helped address the COVID-19 emergency. If applicable, please consider:
 - a Providing a brief description of the specific activities performed.
 - b Identifying specific populations served.
 - c Identifying specific programs created or utilized.
 - d Including any known or intended outcomes, results, or community impacts.
- 5 **OTHER SUB-CATEGORIES** - Budget categories 1-5 include a placeholder to add an additional sub-category if necessary.
 - a Enter a **Title** for other expenses added within the appropriate budget category.
 - b Enter titles into **Cells: D10, D19, D27, D36, and D41**.
 - c There is only one "other" placeholder in each budget category section. Please combine multiple "other" sub-categories added to the same budget category.
- 6 **OTHER BUDGET CATEGORIES** - Budget category 6 is where you should include any eligible expenditures that don't fall under budget categories 1-5.
 - a Enter a **Title** for these "other" expenses within budget category 6.
 - b Enter titles into **Cells D44 - D48**.
 - c There are only 5 entry fields available within Budget Category 6.

Coronavirus Relief Fund
A-19 Activity Report

Report Period:

Eligible Expenditures	Previously Reported Expenditures	Current Expenditures this Invoice	Total Cumulative Expenditures	Brief Description of Use of Funds
1 Medical Expenses				
A. Public hospitals, clinics, and similar facilities	\$ -	\$ -	\$ -	
B. Temporary public medical facilities & increased capacity	\$ -	\$ -	\$ -	
C. COVID-19 testing, including serological testing	\$ -	\$ -	\$ -	
D. Emergency medical response expenses	\$ -	\$ -	\$ -	
E. Telemedicine capabilities	\$ -	\$ -	\$ -	
F. Other:	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
2 Public Health Expenses				
A. Communication and enforcement of public health measures	\$ -	\$ -	\$ -	
B. Medical and protective supplies, including sanitation and PPE	\$ -	\$ -	\$ -	
C. Disinfecting public areas and other facilities	\$ -	\$ -	\$ -	
D. Technical assistance on COVID-19 threat mitigation	\$ -	\$ -	\$ -	
E. Public safety measures undertaken	\$ -	\$ -	\$ -	
F. Quarantining individuals	\$ -	\$ -	\$ -	
G. Other:	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
3 Payroll expenses for public employees dedicated to COVID-19				
A. Public Safety	\$ -	\$ -	\$ -	
B. Public Health	\$ -	\$ -	\$ -	
C. Health Care	\$ -	\$ -	\$ -	
D. Human Services	\$ -	\$ -	\$ -	
E. Economic Development	\$ -	\$ -	\$ -	
F. Other:	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
4 Expenses to facilitate compliance with COVID-19-measures				
A. Food access and delivery to residents	\$ -	\$ -	\$ -	
B. Distance learning tied to school closings	\$ -	\$ -	\$ -	
C. Telework capabilities of public employees	\$ -	\$ -	\$ -	
D. Paid sick and paid family and medical leave to public employees	\$ -	\$ -	\$ -	
E. COVID-19-related expenses in county jails	\$ -	\$ -	\$ -	
F. Care and mitigation services for homeless populations	\$ -	\$ -	\$ -	
G. Other:	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
5 Economic Supports				
A. Small Business Grants for business interruptions	\$ -	\$ -	\$ -	
B. Payroll Support Programs	\$ -	\$ -	\$ -	
C. Other:	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
6 Other COVID-19 Expenses				
A. Other:	\$ -	\$ -	\$ -	
B. Other:	\$ -	\$ -	\$ -	
C. Other:	\$ -	\$ -	\$ -	
D. Other:	\$ -	\$ -	\$ -	
E. Other:	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
TOTAL:	\$ -	\$ -	\$ -	



Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date:

Type of expenditure:

Goods

☐

Services

☐

Department:

Approving Supervisor:

Amount of Proposed Expenditure:

Funding Source:

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

What are the impacts if expenses are deferred?

What alternative resources have been considered?

Description of the goods or service and any additional information?

Person Submitting Form/Contact:

FINANCE SIGNATURE:

CITY ADMINISTRATOR SIGNATURE:

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

06/29/2020

Date Rec'd

6/18/2020

Clerk's File #

OPR 2020-0050

Renews #Submitting Dept

HOUSING & HUMAN SERVICES

Cross Ref #Contact Name/Phone

MATT DAVIS 625-6185

Project #Contact E-Mail

MRDAVIS@SPOKANECITY.ORG

Bid #Agenda Item Type

Contract Item

Requisition #Agenda Item Name

1680 - COVID-19 SUPPLEMENTAL ESG-CV AWARD APPROVAL

Agenda Wording

CHHS is requesting permission to accept \$991,359 in Emergency Solutions Grant - Coronavirus (ESG-CV) funding from the U.S. Department of Housing and Urban Development and approval to subaward funds to eligible organizations through the COVID-19 RFP.

Summary (Background)

The CARES Act was signed on March 27, 2020 to help the support the response to the novel coronavirus outbreak. These special ESG-CV funds are to be used to prevent, prepare for, and respond to the coronavirus pandemic among individuals and families who are homeless or receiving homeless assistance; and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19. An SBO will be completed for the funding and see attached for further detail.

Fiscal Impact

Grant related? YES

Budget Account

Public Works? NO

Revenue \$ 991,359.00

1540-95588-99999-33114-99999

Expense \$ 991,359.00

1540-95588-654XX-5XXXX-99999

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

SIGLER, TIMOTHY

Study Session\Other

PIES - 6.22.20

Division Director

CORTRIGHT, CARLY

Council SponsorFinance

HUGHES, MICHELLE

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PICCOLO, MIKE

mrdavis@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

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GRANTS &
CONTRACT MGMT

STOPHER, SALLY

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chhsgrants@spokanecity.org

chhsaccounting@spokanecity.org.

COVID-19 Emergency Solutions Grant Briefing Paper

Division & Department:	Neighborhood and Business Services – Community, Housing, and Human Services
Subject:	COVID-19 Supplemental ESG Award
Date:	4/20/20
Author (email & phone):	Matt Davis (mrdavis@spokanecity.org ext. 6815)
City Council Sponsor:	N/A
Executive Sponsor:	Tim Sigler
Committee(s) Impacted:	Public Safety and Community Health
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	2020-2025 Strategic Plan to End Homelessness; Greater Spokane Comprehensive Emergency Management Plan
Strategic Initiative:	Safe & Healthy / Reduce Homelessness
Deadline:	The award letter was received on April 2, 2020. Funds are expected to be disbursed by April 27 th .
Outcome: (deliverables, delivery duties, milestones to meet)	CHHS is requesting permission to accept \$991,359 in Emergency Solutions Grant – Coronavirus (ESG-CV) funding from the U.S. Department of Housing and Urban Development to respond to the COVID-19 outbreak and approval to subaward funds to eligible organizations awarded through the ongoing COVID-19 RFP.
<p>Background/History: The CARES Act was signed on March 27, 2020 to help the support the response to the novel coronavirus outbreak. The CARES Act made available an additional \$4 billion in ESG-CV funds to supplement the Fiscal Year (FY) 2020 ESG funding. Of this amount, the Department is immediately allocating \$1 billion for ESG-CV grants based on the FY 2020 ESG formula. The rest of the funding for ESG-CV grants will be allocated directly to ESG recipients by a separate formula developed by HUD. These special ESG-CV funds are to be used to prevent, prepare for, and respond to the coronavirus pandemic among individuals and families who are homeless or receiving homeless assistance; and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19.</p>	
<p>Executive Summary:</p> <p>Given the immediate needs faced by our communities, the Department has announced the first allocation of funds, which are subject to the following flexibilities and conditions provided by the CARES Act:</p> <ul style="list-style-type: none"> • The funds may be used to cover or reimburse allowable costs incurred by the City and its subrecipients before the award of funding (including prior to the signing of the CARES Act) to prevent, prepare for, and respond to COVID-19; • The funds are not subject to the 60% spending cap on emergency shelter and outreach; • Up to 10 percent of funds may be used for administrative costs, as opposed to the typical 7.5 percent; • The funds are exempt from typical ESG match requirements; • The funds are not subject to the consultation and citizen participation requirements that otherwise apply to ESG, however the City must publish how its allocation has and will be used, at a minimum, on the City's website site or through other electronic media; • That City may deviate from applicable procurement standards when using these funds to procure goods and services to prevent, prepare for, and respond to coronavirus. <p>The funds will be allocated through the ongoing COVID-19 RFP process and are anticipated to support shelter, isolation, and sanitation, as needed.</p>	

Budget Impact:

Approved in current year budget? ☐ Yes ☒ No

Annual/Reoccurring expenditure? ☐ Yes ☒ No

If new, specify funding source: HUD

Other budget impacts: N/A

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No

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

Specify changes required: None.

Known challenges/barriers: None.

Funding Approval/Agreement

Emergency Solutions Grants Program – CARES Act Funding
Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act,
42 U.S.C. 11371 et seq., and the CARES Act, Public Law 116-136
CFDA Number 14.231

U.S. Department of Housing and Urban
Development
Office of Community Planning and Development

1. Recipient Name and Address City Of Spokane 808 West Spokane Falls Boulevard R00M 250 Spokane, WA 99201-3333		2. Unique Federal Award Identification Number: E-20-MW-53-0006
		3. Tax Identification Number: 916001280
		4. Unique Entity Identifier (DUNS): 115528189
5. Fiscal Year (yyyy): 2020 (Supplemental CARES Act funding)		
6. Previous Obligation (Enter "0" for initial CARES Act allocation)	\$ 0	
7. Amount of Funds Obligated or Deobligated by This Action (+ or -)	\$991,359	
8. Total Amount of Federal Funds Obligated	\$991,359	
9. Total Required Match: \$ 0		
10. Period of Performance Start Date (the date listed in Box 16) (mm/dd/yyyy) 05/29/2020		11. Period of Performance End Date (24 months after the date listed in Box 16) (mm/dd/yyyy) 05/29/2022
12. Type of Agreement (check applicable box) <input type="checkbox"/> Initial Agreement (Purpose #1 – Initial CARES Act allocation) <input type="checkbox"/> Amendment (Purpose #2 – Deobligation of funds) <input type="checkbox"/> Amendment (Purpose #3 – Obligation of additional funds)		13. Special Conditions and Requirements <input type="checkbox"/> Not applicable <input checked="" type="checkbox"/> Attached

General Terms and Conditions: This Agreement between the U.S. Department of Housing and Urban Development (HUD) and the Recipient is made pursuant to the authority provided under the "Homeless Assistance Grants" heading of title XII of Division B of the CARES Act (Public Law 116-136) and Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371 et seq.). Subject to the CARES Act and any waivers or alternative requirements HUD shall make as provided by that Act, the Recipient's Consolidated Plan submissions (including the Recipient's approved annual Action Plan and any amendments), the Emergency Solutions Grants Program regulations at 24 CFR Part 576 (as now in effect and as may be amended from time to time), and this Agreement, including any special conditions and requirements attached to this Agreement, constitute part of this Agreement. Subject to the terms and conditions of this Agreement, HUD will make the funds available to the Recipient upon execution of this Agreement by the Recipient and HUD. The funds may be used for costs incurred by a State or locality before the Period of Performance, provided the costs are otherwise allowable and were incurred to prevent, prepare for, and respond to coronavirus. The Recipient agrees to assume all of the responsibilities with respect to environmental review, decision making, and action required under the HUD regulations at 24 CFR Part 58, subject to the exception the CARES Act provides for temporary emergency shelters. Nothing in this Agreement shall be construed as creating or justifying any claim against the federal government or the Recipient by any third party. Without the Recipient's execution of an amendment or other consent, HUD may amend this Agreement either to provide additional funds to the Recipient under the CARES Act or to deobligate funds under this Agreement in accordance with applicable law.

14. For the U.S. Department of HUD (Name, Title, and Contact Information of Authorized Official) Jack Peters CPD Director	15. Signature X Jack Peters	16. Federal Award Date (mm/dd/yyyy) 05/29/2020
17. For the Recipient (Name and Title of Authorized Official)	18. Signature X	19. Date (mm/dd/yyyy) / /

Funding Information (HUD Accounting Use Only):

PAS Code: HAEV
Appropriation: 00192
Appro Symbol: F

Region: 10
Office: (Seattle)

Program Code: E19
Allotment: 868

Special Conditions and Requirements for CARES Act funding for ESG

Indirect Cost Rate

The Recipient shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Agreement that is returned to HUD. The Recipient shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Recipient shall be incorporated herein and made a part of this Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E.

Instructions: The Recipient must identify each agency or department of the Recipient that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for subrecipients.

<u>Recipient Department/Agency</u>	<u>Indirect cost rate</u>	<u>Direct Cost Base</u>
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____

Special Conditions and Requirements for CARES Act funding for ESG

Serving Youth Who Lack 3rd Party Documentation or Live in Unsafe Situations

Notwithstanding any contrary requirements under the McKinney-Vento Homeless Assistance Act or 24 CFR part 576, youth aged 24 and under who seek assistance (including shelter, services or rental assistance) shall not be required to provide third-party documentation that they meet the homeless definition in 24 CFR 578.3 as a condition for receiving assistance; and unaccompanied youth aged 24 and under (or families headed by youth aged 24 and under) who have an unsafe primary nighttime residence and no safe alternative to that residence shall be considered homeless for purposes of assistance provided by any private nonprofit organization whose primary mission is to provide services to youth aged 24 and under and families headed by youth aged 24 and under.

Special Conditions and Requirements for CARES Act funding for ESG

Recipient Integrity and Performance Matters

(applicable if the amount in Box 8 of the Agreement is greater than \$500,000)

The Recipient shall comply with the requirements in Appendix XII to 2 CFR part 200—Award Term and Condition for Recipient Integrity and Performance Matters.

Special Conditions and Requirements for CARES Act funding for ESG

Restriction on CARES Act Funds

The funds under this Agreement may only be used to prevent, prepare for, and respond to coronavirus, among individuals and families who are homeless or receiving homeless assistance, and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts created by coronavirus.

People experiencing homelessness shall not be required to receive treatment or perform any other prerequisite activities as a condition for receiving assistance.



Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date: 6/17/2020

Type of expenditure: Goods ☐ Services ☒

Department: CHHS

Approving Supervisor: Tim Sigler

Amount of Proposed Expenditure: N/A - Grant Revenue Item

Funding Source: U.S. Department of Housing and Urban Development

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

This item is for the approval of a grant award (revenue) - form is included as a required attachment.

What are the impacts if expenses are deferred?

What alternative resources have been considered?

Description of the goods or service and any additional information?

Person Submitting Form/Contact:

FINANCE SIGNATURE:

CITY ADMINISTRATOR SIGNATURE:

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

06/29/2020

<u>Date Rec'd</u>	6/15/2020
<u>Clerk's File #</u>	OPR 2020-0551
<u>Renews #</u>	
<u>Cross Ref #</u>	ORD C35917
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	POLICE	<u>Cross Ref #</u>	ORD C35917
<u>Contact Name/Phone</u>	JENNIFER 625-4056	<u>Project #</u>	
<u>Contact E-Mail</u>	JHAMMOND@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0680-POLICE-COVID19-DEPT. OF JUSTICE- JAG AWARD ACCEPTANCE		

Agenda Wording

Department of Justice award acceptance to the Spokane Police Department regarding special COVID19 funding.

Summary (Background)

The Spokane Police Department is requesting the acceptance of grant Award 2020-VD-BX-1699 from the Department of Justice regarding COVID 19 expenses. Expenses are able to be back dated to January 20,2020 and grant continues to January 31,2022. Expenses cover overtime for coverage on COVID related overtime and benefits. Supplies and Equipment and technology contracts were also authorized along with a subcontract to Spokane County Jails for \$83,000 for related supplies.

<u>Fiscal Impact</u>	Grant related? YES Public Works? NO	<u>Budget Account</u>
Revenue \$ 391,333		# 1620917812125033116
Expense \$ 65,078		# 1620917812125051215
Expense \$ 4,831		# 1620917812125051640
Expense \$ 73,621		# 1620917812125053502
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	MEIDL, CRAIG	<u>Study Session\Other</u> 5/4/2020
<u>Division Director</u>	HAMMOND, JENNIFER	<u>Council Sponsor</u> CM Kinnear
<u>Finance</u>	SCHMITT, KEVIN	<u>Distribution List</u>
<u>Legal</u>	PICCOLO, MIKE	emccowan@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	kgrytdal@spokanecounty.org
<u>Additional Approvals</u>		spdfinance
<u>Purchasing</u>		
<u>GRANTS &</u>	STOPHER, SALLY	

Budget Summary

Note: Any errors detected on this page should be fixed on the corresponding Budget Detail tab.

Budget Category	Year 1		Year 2 (if needed)		Year 3 (if needed)		Year 4 (if needed)		Year 5 (if needed)		Total(s)
	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	
A. Personnel	\$65,078	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$65,078
B. Fringe Benefits	\$4,831	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,831
C. Travel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
D. Equipment	\$73,621	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$73,621
E. Supplies	\$45,870	\$0	\$30,181	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$76,051
F. Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
G. Subawards (Subgrants)	\$83,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$83,000
H. Procurement Contracts	\$32,290	\$0	\$20,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$52,290
I. Other	\$22,062	\$0	\$14,400	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$36,462
Total Direct Costs	\$326,752	\$0	\$64,581	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$391,333
J. Indirect Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Project Costs	\$326,752	\$0	\$64,581	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$391,333
Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N											
No											



Department of Justice (DOJ)

Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

June 5, 2020

The Honorable Nadine Woodward
City of Spokane
1100 W. Mallon Avenue
Spokane, WA 99260-2043

Dear Mayor Woodward:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), has approved the application by City of Spokane for an award under the OJP funding opportunity entitled "BJA FY 20 Coronavirus Emergency Supplemental Funding Program." The approved award amount is \$391,333. These funds are for the project entitled City of Spokane - COVID-19 Response.

The award document, including award conditions, is enclosed. The entire document is to be reviewed carefully before any decision to accept the award. Also, the webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm) is to be consulted prior to an acceptance. Through that "Legal Notices" webpage, OJP sets out -- by funding opportunity -- certain special circumstances that may or will affect the applicability of one or more award requirements. Any such legal notice pertaining to award requirements that is posted through that webpage is incorporated by reference into the award.

Please note that award requirements include not only award conditions, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. Because these requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds), it is vital that all key staff know the award requirements, and receive the award conditions and the assurances and certifications, as well as the application as approved by OJP. (Information on all pertinent award requirements also must be provided to any subrecipient of the award.)

Should City of Spokane accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Please direct questions regarding this award as follows:

- For program questions, contact Jeffrey S. Felten-Green, Program Manager at (202) 514-8874; and
- For financial questions, contact the Customer Service Center of OJP's Office of the Chief Financial Officer at (800) 458-0786, or at ask.ocfo@usdoj.gov.

We look forward to working with you.

Sincerely,

A handwritten signature in blue ink, appearing to read "K. Sullivan", is located below the word "Sincerely,".

Katharine T. Sullivan
Principal Deputy Assistant Attorney General

Encl.



Department of Justice (DOJ)

Office of Justice Programs

Office of Civil Rights

Washington, DC 20531

June 5, 2020

The Honorable Nadine P. Woodward
City of Spokane
1100 W. Mallon Avenue
Spokane, WA 99260-2043

Dear Mayor Woodward:

Congratulations on your recent award. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5). Please submit information about any adverse finding to the OCR at the above address.

We at the OCR are available to help you and your organization meet the civil rights requirements that are associated with OJP and other DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to let us know.

Sincerely,

A handwritten signature in black ink, reading "Michael L. Alston".

Michael L. Alston
Director


cc: Grant Manager
Financial Analyst



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

Grant

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1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Spokane 1100 W. Mallon Avenue Spokane, WA 99260-2043		4. AWARD NUMBER: 2020-VD-BX-1699	
		5. PROJECT PERIOD: FROM 01/20/2020 TO 01/31/2022 BUDGET PERIOD: FROM 01/20/2020 TO 01/31/2022	
		6. AWARD DATE 06/05/2020	7. ACTION Initial
2a. GRANTEE IRS/VENDOR NO. 916001302	8. SUPPLEMENT NUMBER 00		
2b. GRANTEE DUNS NO. 938132271	9. PREVIOUS AWARD AMOUNT \$ 0		
3. PROJECT TITLE City of Spokane - COVID-19 Response		10. AMOUNT OF THIS AWARD \$ 391,333	
		11. TOTAL AWARD \$ 391,333	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY20(BJA - CESF) Pub. L. No. 116-136, Div. B; 28 U.S.C. 530C			
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.034 - Coronavirus Emergency Supplemental Funding Program			
15. METHOD OF PAYMENT GPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Katharine T. Sullivan Principal Deputy Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Nadine P. Woodward Mayor	
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	19A. DATE
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL FUND BUD. DIV. YEAR CODE ACT. OFC. REG. SUB. POMS AMOUNT X B VD 80 00 00 391333		21. VVDUGT1604	

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
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Grant**

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PROJECT NUMBER 2020-VD-BX-1699

AWARD DATE 06/05/2020

SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
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PROJECT NUMBER 2020-VD-BX-1699

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SPECIAL CONDITIONS

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2020 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2020 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2020 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.



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Office of Justice Programs
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**AWARD CONTINUATION
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PROJECT NUMBER 2020-VD-BX-1699

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SPECIAL CONDITIONS

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
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PROJECT NUMBER 2020-VD-BX-1699

AWARD DATE 06/05/2020

SPECIAL CONDITIONS

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
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PROJECT NUMBER 2020-VD-BX-1699

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SPECIAL CONDITIONS

9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or



Department of Justice (DOJ)
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SPECIAL CONDITIONS

any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.



Department of Justice (DOJ)
Office of Justice Programs
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**AWARD CONTINUATION
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PROJECT NUMBER 2020-VD-BX-1699

AWARD DATE 06/05/2020

SPECIAL CONDITIONS

13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

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PROJECT NUMBER 2020-VD-BX-1699

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SPECIAL CONDITIONS

14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.



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SPECIAL CONDITIONS

19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



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SPECIAL CONDITIONS

24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020) The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.



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27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



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28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

31. Signing Authority

This award must be signed by an authorized official of the applicant State, local, or tribal government, on behalf of that applicant State, unit of local government, or Tribe, unless the applicant designates an organizational unit to apply on its behalf. For example, if designated by a unit of local government, a Police Department or Sheriff's Office (or similar agency) may apply on behalf of the applicant jurisdiction, as long as the department, office, or agency is listed as the organizational unit on the SF-424. In that case, the head of the designated organizational unit (such as a Police Chief or Sheriff) may sign the award. Documentation of the designation by the appropriate governing body must be retained by the grant recipient.

32. The "Emergency Appropriations for Coronavirus Health Response and Agency Operations" law (Public Law 116-136) includes definitions, reporting requirements, and certain other provisions that apply (whether in whole or in part) to this award. In addition, consistent with the CESF Program's purposes, which involve preparing for, preventing, and responding to the coronavirus national emergency, OJP will provide notice of any additional CESF program-specific grants administrative requirements on an award page, accessible at <https://www.ojp.gov/funding/explore/CESF-program-specific-condition>, that is incorporated by reference here.



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33. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

34. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

35. Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

36. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

37. Justice Information Sharing

Recipients are encouraged to comply any information-sharing projects funded under this award with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) is encouraged to conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information.

38. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity.



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39. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA. The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are: a. New construction; b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places; c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories. The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/ or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at [https:// bja.gov/ Funding/ nepa.html](https://bja.gov/Funding/nepa.html), for programs relating to methamphetamine laboratory operations. Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

40. Establishment of interest-bearing account

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish an interest-bearing account dedicated specifically to this award. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The award funds, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Coronavirus Emergency Supplemental Funding (CESF) program. The recipient also agrees to obligate the award funds in the account (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

41. Expenditures requiring prior approval

No funds under this award may be expended on individual items costing \$500,000 or more, or to purchase Unmanned Aerial Systems (UAS), Unmanned Aircraft (UA), and/or Unmanned Aerial Vehicles (UAV) without prior written approval from BJA. Prior approval must be obtained post-award, through the submission and approval of a Grant Adjustment Notice (GAN) through OJP's Grant Management System (GMS).



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42. Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after January 20, 2020

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (January 20, 2020), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Nothing in this condition shall be understood to authorize the recipient (or any subrecipient at any tier) to use award funds to "supplant" State or local funds.

43. Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

44. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.



Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Categorical Exclusion for City of Spokane

The Coronavirus Emergency Supplemental Funding (CESF) Program allows eligible states, local units of government, and tribes to support a broad range of activities including preventing, preparing for, and responding to the coronavirus.

All recipients of CESF funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a sub-grantee or third party.

BJA's expectation is that none of the following activities will be conducted whether under this federal award or a related third party action:

- (1) New construction
- (2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species
- (3) A renovation that will change the basic prior use of a facility or significantly change its size
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment
- (5) Implementation of a program involving the use of chemicals (including the identification, seizure, or closure of clandestine methamphetamine laboratories) other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments.

Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

If, however, award funds are proposed to be used for any of the enumerated projects or activities above, grant recipients must contact their grant manager, and receive written approval prior to commencing that project or activity.

Questions about this determination may be directed to your grant manager or Orbin Terry, Environmental Coordinator for BJA.



Department of Justice (DOJ)
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GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY

Grant

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This project is supported under FY20(BJA - CESF) Pub. L. No. 116-136, Div. B; 28 U.S.C. 530C

1. STAFF CONTACT (Name & telephone number)

Jeffrey S. Felten-Green
(202) 514-8874

2. PROJECT DIRECTOR (Name, address & telephone number)

Erika McCowan
Senior Accountant
808 W. Spokane Falls Boulevard
Spokane, WA 99201-3333
(509) 625-4061

3a. TITLE OF THE PROGRAM

BJA FY 20 Coronavirus Emergency Supplemental Funding Program

3b. POMS CODE (SEE INSTRUCTIONS
ON REVERSE)

4. TITLE OF PROJECT

City of Spokane - COVID-19 Response

5. NAME & ADDRESS OF GRANTEE

City of Spokane
1100 W. Mallon Avenue
Spokane, WA 99260-2043

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 01/20/2020 TO: 01/31/2022

8. BUDGET PERIOD

FROM: 01/20/2020 TO: 01/31/2022

9. AMOUNT OF AWARD

\$ 391,333

10. DATE OF AWARD

06/05/2020

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Coronavirus Emergency Supplemental Funding (CESF) Program allows States, U.S. Territories, the District of Columbia, units of local government, and federally recognized tribal governments to support a broad range of activities to prevent, prepare for, and respond to the coronavirus. Funded projects or initiatives may include, but are not limited to, overtime, equipment (including law enforcement and medical personal protective equipment), hiring, supplies (such as gloves, masks, sanitizer), training, travel expenses (particularly related to the distribution of resources to the most impacted areas), and addressing the medical needs of inmates in state, local, and tribal prisons, jails, and detention centers.

NCA/NCF

Briefing Paper

Public Safety & Community Health Committee

Division & Department:	Spokane Police Department
Subject:	JAG 2020-COVID19
Date:	May 4, 2020
Contact (email & phone):	Jennifer Hammond-625-4056, JHammond@spokanepolice.org
City Council Sponsor:	None
Executive Sponsor:	Craig Meidl
Committee(s) Impacted:	Public Safety & Community Health Community
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan and Comprehensive Plan (CFU 1.9)
Strategic Initiative:	Advance Public Safety and Build Sustainable Resources
Deadline:	May 4, 2020
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of Grant Application Submission
<u>Background/History:</u> <p>The Spokane Police Department was recently allocated \$391,333 by the Department of Justice to apply toward the use of permissible COVID-19 permissible purchases. In addition to the City allocation, the Spokane County was allocated \$57,912 and the City of Spokane Valley was allocated \$75,065. These were all direct allocations and each entity must apply on their own accord, unlike typical JAG grants that are applied for jointly.</p> <p>The City of Spokane Police Department is currently working on an application to encompass the full \$391,333 for the region.</p> <p>Estimates are currently pending at this time, but are set to include a necessary overtime, additional technology costs, additional jail costs (in the form of a sub contract to the County), necessary COVID-19 PPE, and additional cleaning and health screening costs.</p>	
<u>Executive Summary:</u> <ul style="list-style-type: none"> • Approval for application of JAG-COVID19 Funds • Supports Strategic Plan in Advancing Public Safety and developing Sustainable Resources by relying upon efficient funding from the DOJ. 	
<u>Budget Impact:</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

If new, specify funding source:

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

Operations Impact:

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

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

Specify changes required:

Known challenges/barriers:

Expenditure Control Form



1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date: 6/15/2020

Type of expenditure:

Goods



Services



Department: Police

Approving Supervisor: Justin Lundgren

Amount of Proposed Expenditure: 391,333

Funding Source: DOJ COVID-Grant Funds

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

The Dept. of Justice awarded the City of Spokane June 5, 2020 a grant award of \$391,333 for the purpose of covering COVID supplies, equipment, overtime, and contracts related to responding to the COVID 19 Pandemic.

What are the impacts if expenses are deferred?

The Dept. of Justice grant solicitation was specifically written to cover Public Safety COVID19 items. In this grant, the City of Spokane wrote the grant application to include supplies, overtime, equipment, contracts and a sub contract to the Spokane County Jail for supplies. The date of the award gets backdated to mid January of 2020.

What alternative resources have been considered?

The General Fund has already picked up most of the costs for these items already.

Description of the goods or service and any additional information?

Summary budget is Overtime-\$65,078, Benefits-\$4,831, Equipment-\$73,621, Supplies-\$76,051, Procurement Contracts-\$52,290, Subaward-\$83,000, Other-(Misc. Upgrades)-\$36,462.

Person Submitting Form/Contact: Erika McCowan

FINANCE SIGNATURE:

DocuSigned by:

CBC812B631244E9...

DocuSigned by:

9C36E3376992442...

ATOR SIGNATURE:

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

06/29/2020

<u>Date Rec'd</u>	6/17/2020
<u>Clerk's File #</u>	CPR 1991-0068
<u>Renews #</u>	

<u>Submitting Dept</u>	MAYOR	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	BRANDY COTE 625-6774	<u>Project #</u>	
<u>Contact E-Mail</u>	BCOTE@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Boards and Commissions Appointments	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0520 TWO APPOINTMENTS TO THE SPOKANE HUMAN RIGHTS COMMISSION		

Agenda Wording

Appointment of Anwar Peace to an at-large seat and appointment of Lorna Hernandez-Jarvis to the District 3 seat on the Spokane Human Rights Commission, each for a term of 6/29/20 - 12/31/22.

Summary (Background)

Appointment of Anwar Peace to an at-large seat and appointment of Lorna Hernandez-Jarvis to the District 3 seat on the Spokane Human Rights Commission, each for a term of 6/29/20 - 12/31/22.

<u>Fiscal Impact</u>	Grant related? NO Public Works? NO	<u>Budget Account</u>
Select \$		#
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>	<u>Council Notifications</u>	
<u>Dept Head</u>	COTE, BRANDY	<u>Study Session\Other</u>
<u>Division Director</u>		<u>Council Sponsor</u>
<u>Finance</u>		Distribution List
<u>Legal</u>		bcote@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	lkissler@spokanecity.org
<u>Additional Approvals</u>		
<u>Purchasing</u>		



Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date: June 17, 2020 **Type of expenditure:** Goods ☐ Services ☒

Department: 0520 Mayor's Office

Approving Supervisor: Brandy Cote

Amount of Proposed Expenditure: 0.00

Funding Source: N/A

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

No expense related to volunteer board and commission appointment.

What are the impacts if expenses are deferred?

N/A

What alternative resources have been considered?

N/A

Description of the goods or service and any additional information?

Appointments to the Spokane Human Rights Commission.

Person Submitting Form/Contact: Brandy Cote 625-6774

FINANCE SIGNATURE:

CITY ADMINISTRATOR SIGNATURE:

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

06/29/2020

Date Rec'd

6/19/2020

Clerk's File #

ORD C35916

Renews #Submitting Dept

HOUSING & HUMAN SERVICES

Cross Ref #Contact Name/Phone

TIM SIGLER 625-6055

Project #Contact E-Mail

TSIGLER@SPOKANECITY.ORG

Bid #Agenda Item Type

Special Budget Ordinance

Requisition #Agenda Item Name

1680 - SBO FOR COVID-19 SUPPLEMENTAL ESG-CV AWARD

Agenda Wording

CHHS is requesting approval of the attached SBO related to accepting Emergency Solutions Grant-Coronavirus funding from the U.S. Department of Housing and Urban Development. See SBO for details.

Summary (Background)

The CARES Act was signed on March 27, 2020 to help the support the response to the novel coronavirus outbreak. These special ESG-CV funds are to be used to prevent, prepare for, and respond to the coronavirus pandemic among individuals and families who are homeless or receiving homeless assistance; and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19. CHHS requests budget capacity to utilize this grant award.

Fiscal Impact

Grant related? YES

Budget Account

Public Works? NO

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

SIGLER, TIMOTHY

Study Session\Other

PIES - 6.22.20

Division Director

CORTRIGHT, CARLY

Council Sponsor

CP Beggs

Finance

HUGHES, MICHELLE

Distribution ListLegal

PICCOLO, MIKE

tdanzig@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

tsigler@spokanecity.org

Additional Approvals

sstopher@spokanecity.org

Purchasing

chhsgrants@spokanecity.org

BUDGET

INGIOSI, PAUL

chhsaccounting@spokanecity.org

GRANTS &
CONTRACT MGMT

BROWN, SKYLER

COVID-19 Emergency Solutions Grant Briefing Paper

Division & Department:	Neighborhood and Business Services – Community, Housing, and Human Services
Subject:	COVID-19 Supplemental ESG Award
Date:	4/20/20
Author (email & phone):	Matt Davis (mrdavis@spokanecity.org ext. 6815)
City Council Sponsor:	N/A
Executive Sponsor:	Tim Sigler
Committee(s) Impacted:	Public Safety and Community Health
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	2020-2025 Strategic Plan to End Homelessness; Greater Spokane Comprehensive Emergency Management Plan
Strategic Initiative:	Safe & Healthy / Reduce Homelessness
Deadline:	The award letter was received on April 2, 2020. Funds are expected to be disbursed by April 27 th .
Outcome: (deliverables, delivery duties, milestones to meet)	CHHS is requesting permission to accept \$991,359 in Emergency Solutions Grant – Coronavirus (ESG-CV) funding from the U.S. Department of Housing and Urban Development to respond to the COVID-19 outbreak and approval to subaward funds to eligible organizations awarded through the ongoing COVID-19 RFP.
<p>Background/History: The CARES Act was signed on March 27, 2020 to help the support the response to the novel coronavirus outbreak. The CARES Act made available an additional \$4 billion in ESG-CV funds to supplement the Fiscal Year (FY) 2020 ESG funding. Of this amount, the Department is immediately allocating \$1 billion for ESG-CV grants based on the FY 2020 ESG formula. The rest of the funding for ESG-CV grants will be allocated directly to ESG recipients by a separate formula developed by HUD. These special ESG-CV funds are to be used to prevent, prepare for, and respond to the coronavirus pandemic among individuals and families who are homeless or receiving homeless assistance; and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19.</p>	
<p>Executive Summary:</p> <p>Given the immediate needs faced by our communities, the Department has announced the first allocation of funds, which are subject to the following flexibilities and conditions provided by the CARES Act:</p> <ul style="list-style-type: none"> • The funds may be used to cover or reimburse allowable costs incurred by the City and its subrecipients before the award of funding (including prior to the signing of the CARES Act) to prevent, prepare for, and respond to COVID-19; • The funds are not subject to the 60% spending cap on emergency shelter and outreach; • Up to 10 percent of funds may be used for administrative costs, as opposed to the typical 7.5 percent; • The funds are exempt from typical ESG match requirements; • The funds are not subject to the consultation and citizen participation requirements that otherwise apply to ESG, however the City must publish how its allocation has and will be used, at a minimum, on the City's website site or through other electronic media; • That City may deviate from applicable procurement standards when using these funds to procure goods and services to prevent, prepare for, and respond to coronavirus. <p>The funds will be allocated through the ongoing COVID-19 RFP process and are anticipated to support shelter, isolation, and sanitation, as needed.</p>	

Budget Impact:

Approved in current year budget? ☐ Yes ☒ No

Annual/Reoccurring expenditure? ☐ Yes ☒ No

If new, specify funding source: HUD

Other budget impacts: N/A

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No

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

Specify changes required: None.

Known challenges/barriers: None.

ORDINANCE NO. C35916

An ordinance amending Ordinance No. C-35857, passed by the City Council December 16, 2019, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2020, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2020, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2020 budget Ordinance No. C-35857, as above entitled, and which passed the City Council December 16, 2019, it is necessary to make changes in the appropriations of the Human Services Grant Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

FROM:	1540-95588- HUD ESG COVID-19	<u>\$ 991,359</u>
	99999-33114-99999 Contractual Services	
TO:	1540-95588- HUD ESG COVID-19	<u>\$ 866,685</u>
	65410-54201-99999 Contractual Services	
	1540-95588- HUD ESG COVID-19	<u>\$ 42,643</u>
	65430-51991-99999 Contra Salaries	
	1540-95588- HUD ESG COVID-19	<u>\$ 24,723</u>
	65430-52991-99999 Contra Benefits	
	1540-95588- HUD ESG COVID-19	<u>\$ 57,308</u>
	65430-54992-99999 Contra Other	

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to provide funding to prevent, prepare for, and respond to the coronavirus pandemic among individuals and families who are homeless or receiving homeless assistance and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date



Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date: 6/17/2020

Type of expenditure: Goods ☐ Services ☒

Department: CHHS

Approving Supervisor: Tim Sigler

Amount of Proposed Expenditure: N/A - Grant Revenue Item

Funding Source: U.S. Department of Housing and Urban Development

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

This item is for the approval of a grant award (revenue) and associated SBO - form is included as a required attachment. Expenditure control forms will be completed for all subawards issued per City policy.

What are the impacts if expenses are deferred?

What alternative resources have been considered?

Description of the goods or service and any additional information?

Person Submitting Form/Contact:

FINANCE SIGNATURE:

CITY ADMINISTRATOR SIGNATURE:

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

06/15/2020

Date Rec'd

6/5/2020

Clerk's File #

ORD C35912

Renews #Submitting Dept

FINANCE & ADMIN

Cross Ref #Contact Name/Phone

PAUL INGIOSI 625-6061

Project #Contact E-Mail

PINGIOSI@SPOKANECITY.ORG

Bid #Agenda Item Type

Special Budget Ordinance

Requisition #Agenda Item Name

0410 - SBO FOR POLICE GUILD CONTRACT

Agenda Wording

Ordinance amending Ordinance No. C-35857 passed by City Council on December 16, 2019 to make changes in the appropriations of the General Fund.

Summary (Background)

The labor agreement between the City of Spokane and the Spokane Police Guild expired December 31, 2016. The City and the Guild have reached a tentative agreement for the time period of January 1, 2017 through December 31, 2020. The SBO provides funding for employee costs retroactive to the start date of the tentative agreement in the total amount of \$6,219,000.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Revenue \$ 6,219,000

0100-99999-99999 Unappropriated Reserves

Expense \$ 6,219,000

0680-XXXXX-XXXXX Police

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

INGIOSI, PAUL

Study Session\Other

Executive Session

Division Director

STOPHER, SALLY

Council Sponsor

Lori Kinnear

Finance

HUGHES, MICHELLE

Distribution ListLegal

DALTON, PAT

pingiosi@spokanecity.org

For the Mayor

COTE, BRANDY

twallace@spokanecity.org

Additional Approvals

lwilliams@spokanecity.org

PurchasingBUDGET

INGIOSI, PAUL

ORDINANCE NO C35912

An ordinance amending Ordinance No. C-35857, passed by the City Council December 16, 2019, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2020, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2020, declaring a public emergency, and providing it shall take effect immediately upon passage under Section 16(D) of the City Charter as necessary for the immediate support of the public health, safety, and welfare of the citizens of Spokane", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2020 budget Ordinance No. C-35857, as above entitled, and which passed the City Council December 16, 2019, it is necessary to make changes in the appropriations of the various funds, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

FROM:	0100-99999	General Fund	
	99999	Unappropriated Reserves	<u>\$ 6,219,000</u>
TO:	0680-xxxxx	General Fund	
	xxxxx-09010	Police Officer	\$ 821,000
	xxxxx-09020	Sr. Police Officer	1,384,000
	xxxxx-09040	Police Officer 1 st Class	102,000
	xxxxx-09050	Detective	700,000
	xxxxx-09110	Police Corporal	245,000
	xxxxx-09150	Police Sergeant	666,000
	xxxxx-09160	Police Lieutenant	301,000
	xxxxx-09170	Police Captain	145,000
	xxxxx-08080	Police Chief	29,000
	xxxxx-09190	Police Major	50,000
	xxxxx-09200	Asst. Police Chief	27,000
	xxxxx-51215	Overtime-Uniform	531,000
	xxxxx-51220	Out of Grade	8,000
	xxxxx-51225	Standby Pay	68,000
	xxxxx-51230	Shift Differential Premium	32,000
	xxxxx-51235	Holiday Pay Extra	104,000
	xxxxx-51240	Extra Duty	24,000
	xxxxx-51250	Terminated Sick Leave Pay	51,000
	xxxxx-51260	Terminated Vacation Leave Pay	47,000
	xxxxx-51275	Annual Leave Payout	87,000
	xxxxx-51295	Education Pay	47,000
	xxxxx-51400	Specialty Pay	54,000
	xxxxx-51640	Deferred Compensation-Matching	289,000
	xxxxx-52230	Pension LEOFF II	407,000
			<u>\$ 6,219,000</u>

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to budget for prior year costs related to the recently approved Police Guild contract, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

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

06/29/2020

Date Rec'd

6/19/2020

Clerk's File #

ORD C35917

Renews #Submitting Dept

POLICE

Cross Ref #Contact Name/PhoneJENNIFER 625-4056
HAMMONDProject #Contact E-Mail

JHAMMOND@SPOKANECITY.ORG

Bid #Agenda Item Type

Special Budget Ordinance

Requisition #Agenda Item Name

0680-COVID19-JAG AWARD-SBO

Agenda Wording

Ordinance approval requested amending 2020 budget Ordinance No. C-35857 related to accepting Dept. Of Justice Grant Award to SPD.

Summary (Background)

Requesting budget for Dept. of Justice grant awarded to Spokane Police Department totaling \$391,333. Total award covers COVID 19 related Public Safety overtime, supplies, equipment, technology contracts and a Subaward to Spokane County.

Fiscal Impact

Grant related? YES

Budget Account

Public Works? NO

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

HAMMOND, JENNIFER

Study Session\Other

5/4/2020

Division Director

HAMMOND, JENNIFER

Council Sponsor

Kinnear

Finance

SCHMITT, KEVIN

Distribution ListLegal

PICCOLO, MIKE

emccowan@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

spdfinance

Additional Approvals

Jhammond

PurchasingBUDGET

STOPHER, SALLY

GRANTS &
CONTRACT MGMT

WALLACE, TONYA

ORDINANCE NO C35917

An ordinance amending Ordinance No. C-35857, passed by the City Council December 16, 2019, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2020, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2020, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2020 budget Ordinance No. C-35857, as above entitled, and which passed the City Council December 16, 2019, it is necessary to make changes in the appropriations of the Public Safety & Judicial Grants Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

FROM:	1620-91781	Public Safety & Judicial Grants -	
	21250-33116	Dept of Justice	
			<u>\$ 391,333</u>
TO:	1620-91781-		
	21250-51215	Overtime	
			65,078
	1620-91781-		
	21250-52110	FICA	
			4,831
	1620-91781-		
	21250-53502	Minor Equipment	
			73,621
	1620-91781-		
	21250-53201	Operating Supplies	
			76,051
	1620-91781-		
	21250-54201	Contractual Services	
			<u>171,752</u>
			<u>\$391,333</u>

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to create revenues and expenditure budget for acceptance of Department of Justice Grant Funds to cover COVID 19 Public Safety costs, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

Expenditure Control Form



1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date: 6/15/2020

Type of expenditure:

Goods



Services



Department: Police

Approving Supervisor: Justin Lundgren

Amount of Proposed Expenditure: 391,333

Funding Source: DOJ COVID-Grant Funds

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

The Dept. of Justice awarded the City of Spokane June 5, 2020 a grant award of \$391,333 for the purpose of covering COVID supplies, equipment, overtime, and contracts related to responding to the COVID 19 Pandemic.

What are the impacts if expenses are deferred?

The Dept. of Justice grant solicitation was specifically written to cover Public Safety COVID19 items. In this grant, the City of Spokane wrote the grant application to include supplies, overtime, equipment, contracts and a sub contract to the Spokane County Jail for supplies. The date of the award gets backdated to mid January of 2020.

What alternative resources have been considered?

The General Fund has already picked up most of the costs for these items already.

Description of the goods or service and any additional information?

Summary budget is Overtime-\$65,078, Benefits-\$4,831, Equipment-\$73,621, Supplies-\$76,051, Procurement Contracts-\$52,290, Subaward-\$83,000, Other-(Misc. Upgrades)-\$36,462.

Person Submitting Form/Contact: Erika McCowan

FINANCE SIGNATURE:

DocuSigned by:

CBC812B631244E9...

DocuSigned by:

9C36E3376992442...

ATOR SIGNATURE:

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

06/29/2020

<u>Date Rec'd</u>	6/17/2020
<u>Clerk's File #</u>	RES 2020-0024
<u>Renews #</u>	

<u>Submitting Dept</u>	SOLID WASTE DISPOSAL	<u>Cross Ref #</u>	OPR 2020-0417
<u>Contact Name/Phone</u>	CHRIS AVERYT 625-6540	<u>Project #</u>	
<u>Contact E-Mail</u>	CAVERYT@SPOKANECITY.ORG	<u>Bid #</u>	SOLE SOURCE
<u>Agenda Item Type</u>	Resolutions	<u>Requisition #</u>	RE 19484
<u>Agenda Item Name</u>	4490 SOLE SOURCE RESOLUTION AND CONTRACT WITH DRESSER RAND		

Agenda Wording

Sole source resolution and contract with Dresser Rand Company for maintenance, service and supplies for the turbine generator at the WTE from May 1, 2020 through April 30, 2021 for an estimated cost of \$100,000.00 excluding tax.

Summary (Background)

Dresser Rand Company is the OEM of the turbine generator at the WTE and are the only company that possess the design, fabrication and manufacturing information for it. Changes were made to the original contract for this item which was previously approved by council on 4/27/20. The original agreement specified a five (5) year term, which is now one (1) year with four (4) additional one-year renewals. Additional contract language regarding liability and delays due to Covid 19 was also updated.

<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>	AVERYT, CHRIS	<u>Study Session\Other</u> PIES 3/23/20
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Council Sponsor</u> Breean Beggs
<u>Finance</u>	ALBIN-MOORE, ANGELA	<u>Distribution List</u>
<u>Legal</u>	ODLE, MARI	mdorgan@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	jsalstrom@spokanecity.org
<u>Additional Approvals</u>		tprince@spokanecity.org
<u>Purchasing</u>	PRINCE, THEA	caveryt@spokanecity.org

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division : Departmentj	Public Works Division; Solid Waste Disposal
Sub(ectj	Sole Source Resolution and Contract for Turbine Generator Repairs and Maintenance at the WTE.
Datej	March 23, 2020
Contact Email : p) onexj	Chris Averyt, caveryt@spokanecity.org, 625-6540
City Council Sponsorj	Breean Beggs, City Council President
Edecutive Sponsorj	Scott Simmons, Director, Public Works
Committee(s)xImpacte&j	Public Infrastructure, Environment and Sustainability Committee
Type of Agen&a itemj	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiativej	Innovative Infrastructure – Sustainability; Sustainable Resources-Sustainable Practices
Dea&linej	
Outcomej (deliverables, delivery duties, milestones to meet)	Council approval for the sole source resolution and contract, without which the WTE Facility would be unable to keep the Turbine Generator running and producing electricity.

Background/History:

The turbine generator is an integral part of the 24hr/7 day a week operations. If it were to break down and maintenance/parts were not readily available, the City would lose revenue from power generation and incur additional costs in the form of purchased power. Dresser Rand Company of Seattle, WA is the OEM of this proprietary equipment and are the only company that possesses the design, fabrication and manufacturing information for the maintenance, service and product supplies necessary for the condensing steam turbine generator at the WTE facility. A sole source resolution and contract for five (5) years is being requested in order to keep the turbine generator operational. The estimated annual cost for these services should not exceed \$100,000.00 for a total cost of \$500,000.00 for the life of the contract from March 1, 2020 through February 28, 2025.

Executive Summary:

- Sole Source Resolution and Contract with Dresser Rand Company for maintenance, service and product supplies necessary for the condensing steam turbine generator at the WTE Facility.
- Estimated annual cost of \$100,000.00.
- The term of this contract is March 1, 2020 through February 28, 2025.
- The WTE Facility is unable to produce electricity without the turbine generator and will lose revenue and increase costs due to purchasing power instead of producing it..
- Dresser Rand is the original equipment manufacturer.

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:



Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

Today's Date: 4/13/2020

Type of expenditure:

Goods ☐

Services ☒

Department: Solid Waste Disposal

Approving Supervisor: Chris Averyt

Amount of Proposed Expenditure: 100,000.00 annually

Funding Source: 4490 SWD Budget - 4490-44100-37148-54803-3

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

This is an as-needed service contract for the turbine generator at the waste to energy facility in the event that it breaks down or requires maintenance. Without the OEM available to service this equipment, the plant would no longer be able to produce power.

What are the impacts if expenses are deferred?

In the event of a turbine generator failure, the City would lose revenue from power generation and incur additional costs in the form of purchased power to operate the waste to energy facility.

What alternative resources have been considered?

Dresser Rand Company of Seattle, WA is the OEM of this proprietary equipment and are the only company that possesses the design, fabrication and manufacturing information for the maintenance, service and product supplies necessary for the condensing steam turbine generator at the WTE facility.

Description of the goods or service and any additional information?

Sole Source Resolution/Agreement for the maintenance, service and product supplies necessary for the Condensing Steam Turbine Generator Drive Package, Serial #D0823. This will be a five (5) year agreement with an estimated cost not to exceed \$100,000.00 annually.

Person Submitting Form/Contact: Michelle Dorgan x6555

FINANCE SIGNATURE:

CITY ADMINISTRATOR SIGNATURE:

SOLE-SOURCE RESOLUTION

A RESOLUTION declaring Dresser Rand Company (Seattle, WA) a sole-source provider and authorizing the City to enter into a value blanket order for the maintenance, service and product supplies necessary for the Condensing Steam Turbine Generator Drive Package, Serial #D0823 for a five (5) year period – approximately \$100,000.00 annually without public bidding.

WHEREAS, The Waste to Energy Facility is a 24 hr/7 day a week facility and if something goes wrong with the Turbine, immediate services will be needed; and

WHEREAS, Dresser Rand Company possesses the design, fabrication and manufacturing information required to supply such maintenance, service and parts to this Turbine; and

WHEREAS, Dresser Rand Company can readily respond to maintenance requests for the Turbine. The Turbine is an integral part of the 24 hr/7 day a week operation of the Waste to Energy Facility and an interruption in service would likely cause an outage if it were to break down and maintenance/parts not be readily available; and

WHEREAS, the cost of the products and services exceeds the 2020 public bid limit of \$50,000 for goods;

-- Now, Therefore,

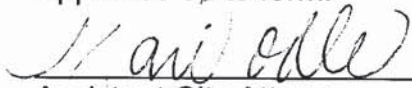
BE IT RESOLVED by the City Council for the City of Spokane that it hereby declares the purchase of the maintenance, service and parts for the Condensing Steam Turbine Generator Drive Package a sole-source purchase through Dresser Rand Company, Inc.; and

BE IT FURTHER RESOLVED that the City Council authorizes a five (5) year value blanket order for the maintenance, service and product supplies necessary for the Condensing Steam Turbine Generator Drive Package, Serial #D0823 - \$500,000, without public bidding.

ADOPTED BY THE CITY COUNCIL ON _____

City Clerk

Approved as to form:



Assistant City Attorney



CITY OF
SPOKANE
808 W Spokane
Falls Blvd
Spokane WA
99201

SOLE SOURCE JUSTIFICATION

Description of Product/Service: Parts, Maintenance, and Service of Condensing Steam Turbine Generator Drive Pac

Requisition Number: _____

Estimated amount of this purchase: \$ 100,000 annually, excluding taxes

Contract Period 2/1/2020-1/31/2024

Department: Solid Waste Disposal Contact Person: Chris Averyt Phone: (509) 625-6540

Due Date: 2/1/2020 Work must be completed by: As needed

Date Material/Equipment/Supplies must be delivered by: As needed

Location: City of Spokane Waste to Energy

Date Service must begin by: 2/1/2020

Please provide the following information in order to document justification of a sole source purchase.

1. Explain why the product/service requested is the only product/service that can satisfy your requirements, and explain why alternatives are unacceptable. Be specific with regard to specifications, features, characteristics, requirements, capabilities, and compatibility. Describe what steps have been undertaken to make this determination.

Dresser Rand is the OEM of the turbine/generator at the Waste to Energy facility. We are unable to share drawings due to City procurement policy, therefore other vendors cannot supply needed parts or have access to the technical specifications to perform repairs to spec.

2. Explain why this service provider, supplier, or manufacturer is the only practicably available source from which to obtain this product or service, and describe the efforts that were made to verify and confirm whether, or not, this is so. (Obtain and include a letter from the manufacturer confirming claims made by distributors or exclusive distributorships regarding the product or service, if that is cited as a reason for this Sole Source.)

They are the OEM of a proprietary piece of equipment. They have not released the use of their drawings to outside parties, therefore a competitor cannot bid on needed parts or have the information needed to provide repairs to manufacturers specifications.

3. Will this purchase obligate us to a particular vendor for future purchases (either in terms of maintenance that only this vendor will be able to perform and/or if we purchase this item, will we need more "like" items in the future to match this one)?

Yes, this will obligate us to this vendor to procure parts and perform service.

4. Explain why the price for this product or service is considered to be fair and reasonable.

They are the only company that can provide this service so have not been able to obtain a cost comparison from other vendors.

5. Describe the negotiation efforts, if any, that have been made with the supplier to obtain the best possible price.

N/A

6. Explain the consequence(s) to the city or public, including a dollar estimate of the financial impact, if this Sole Source is not approved.

If the turbine/generator were to go down at the Waste to Energy facility and we do not have a means of procuring parts or repair services, we would incur an estimated cost of \$3,600/day in the purchase of electricity to power the plant as well as lose an estimated \$20,000/day in electrical revenue.



City of Spokane

PUBLIC WORKS AGREEMENT

**Title: MAINTENANCE SERVICE AND SUPPLIES
FOR TURBINE GENERATOR**

This Agreement is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **Dresser-Rand Company** with principal offices located at 1200 W. Sam Houston Parkway North, Houston, Texas 77045 and **Siemens Energy Inc.**, with principal offices located at 4400 Alafaya Trail, Orlando, Florida, 32826 as ("Contractor").

WHEREAS, the purpose of this Agreement is to hire Contractor to provide maintenance, service and product supplies necessary for the Condensing Steam Turbine Generator Drive Package, Serial #D0823; and

WHEREAS, the Contractor has been deemed a Sole Source Provider.

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on May 1, 2020, and ends on April 30, 2021, unless amended by written agreement or terminated earlier under the provisions. The contract may be extended by mutual agreement for four (4) additional one-year contract periods with the total contract period not to exceed five (5) years.

2. TIME OF BEGINNING AND COMPLETION.

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

3. SCOPE OF WORK.

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

The Contractor shall provide the following Work for the City:

The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work

and costs necessary for the proper execution and completion of the maintenance, service and product supplies necessary for the Condensing Steam Turbine Generator Drive Package, Serial #D0823

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

4. COMPENSATION / PAYMENT.

Total annual compensation for Contractor's services under this various use, as needed Contract shall be a maximum amount not to exceed **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)**, per year, excluding sales tax if applicable, in accordance with Contractor's Rate Sheet, attached as Exhibit B, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this various use, as needed Contract for the work described in Article 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

The Contractor shall submit its applications for payment to Spokane Solid Waste Disposal, Administration Office, 2900 South Geiger Blvd, Spokane, Washington 99224. Payment submission contacts shall be provided to the Contractor upon project kick-off. All invoices should include the Department Contract No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided in RCW 39.76. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

5. RETAINAGE IN LIEU OF BOND.

The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. **In lieu of a one hundred percent (100%) payment / performance bond, in accord with RCW 39.08.010, the City shall retain ten percent (10%) of the contract sum** for thirty (30) days after date of final acceptance or until receipt of required releases and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

6. PUBLIC WORKS.

The following public works requirements apply to the work under this Agreement.

- A. The Contractor shall pay state prevailing wages. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages," certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by a Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the pre-filed statement or statements of intent to pay prevailing wages on file with the City. At the end of the work, the Contractor and subcontractors must submit an "Affidavit of Wages Paid," certified by the industrial statistician.

- B. **STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED.** The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the Washington State Department of Labor and Industries (L & I); and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.
- C. **PUBLIC WORKS REQUIREMENTS.** The Contractor and each subcontractor are required to fulfill the Department of Labor and Industries Public Works and Prevailing Wage Training Requirement under RCW 39.04.350. The contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify the responsibility criteria listed in RCW 39.04.350(1) for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria. This verification requirement, as well as responsibility criteria, must be included in every public works contract and subcontract of every tier.

7. TAXES, FEES AND LICENSES.

- A. Contractor shall pay and maintain in current status, all necessary licenses, fees, assessments, etc. necessary to conduct the work included under this Agreement. It is the Contractor's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. The cost of any, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.
- C. Prices and payment terms are: (i) as stated in Contractor' proposal, or if none are stated; (ii) Contractor' standard rates in effect when Contractor receives City's purchase order. If neither (i) nor (ii) apply, then Contractor' standard rates for Works shall be those in effect at the time Contractor renders the Works and Contractor' rates for Products shall be those in effect at the time of shipment.
- D. Payment – Unless stated in Contractor' proposal, all payments are due net thirty (30) days from the invoice date in United States Dollars.
- E. Credit Approval – All orders are subject to credit approval by Contractor. Contractor may modify, suspend or withdraw the credit amount or payment terms at any time. If there is doubt as to City's financial condition, Contractor may withhold manufacturing and/or shipment of Product and performance of Works, require cash payments or advance payments, or require other satisfactory financial security before manufacturing and/or shipment of Product and performance of Works.
- F. Taxes – Unless stated in writing by Contractor, Contractor' rates exclude charges for taxes, excises, fees, duties or other government charges related to the Contractor Products and Services. City will pay these amounts or reimburse Contractor. If City claims a tax or other exemption or direct payment permit, City will provide a valid exemption certificate or permit and indemnify, defend and hold Contractor harmless from

any taxes, costs and penalties arising from same. Increases, changes (including in application), adjustments or surcharges which may be incurred are for City's account.

- G. Late Payments – Late payments shall bear interest at an annual percentage rate of twelve percent (12%) or the highest rate allowed by law, whichever is lower.
- H. Disputed Invoice – If City disputes all or any portion of an invoice, it must first deliver written notice to Contractor of the disputed amount and the basis for the dispute within twenty-one (21) days of receiving the invoice. Failure of City to timely notify Contractor of any dispute constitutes a waiver of City's claim. If City only disputes a portion of the invoice City must pay the undisputed portion in accordance with Article 4. Upon resolution of the dispute in favor of Contractor, City must pay the invoice or the remainder of the invoice, plus any accrued interest on the late payment.
- I. Suspension/Termination Right – Contractor may suspend Works and manufacturing and/or shipment of Product if an undisputed invoice is more than fifteen (15) days past due. Contractor may terminate this Agreement if an undisputed invoice is more than thirty (30) days past due. Unless otherwise prohibited by law, Contractor may also terminate this Agreement immediately in the event of a material adverse change in the City's financial condition, including, but not limited to bankruptcy, insolvency, or liquidation. In both cases the payment rights included in Article 15 shall apply.
- J. Installment Shipment of Product – Where Products are delivered in shipments or only part of a shipment fails to comply with this Agreement, Contractor shall correct such defect in accordance with Article 20. City will separately pay for each shipment. If Contractor holds or stores Products for City, it shall do so at City's sole risk and expense.
- K. Shipping, Packing and Handling of Product – Unless stated in writing by Contractor, Contractor' prices exclude charges for freight, unloading, storage, insurance, taxes, excises, fees, duties or other government charges related to the Products. City will pay these amounts or reimburse Contractor. Contractor' prices include the costs of its standard domestic packing only. Any packing deviation, including U.S. Government sealed packing, will be charged to City. Increases, changes (including in application), adjustments or surcharges which may be incurred are for City's account.

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 Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with,

and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

10. INDEMNIFICATION.

Contractor and the City (each as an "Indemnitor") shall indemnify, hold harmless and defend the other ("Indemnitee") from and against all third party claims alleging bodily injury, death or damage to a third party's tangible property, but only to the extent caused by the Indemnitor or its subcontractor's negligent acts or omissions. If the injury or damage is caused by the parties' joint or contributory negligence, the loss and/or expenses shall be borne by each party in proportion to its degree of negligence. No part of City's Site or other property of City (or Site Owner) is considered third party property.

Indemnitee shall provide the Indemnitor with prompt written notice of any third-party claims covered by this Article. Indemnitor has the unrestricted right to select and hire counsel, and the exclusive right to conduct the legal defense and/or settle the claim on the Indemnitee's behalf. Indemnitee shall not make any admission(s) which might be prejudicial to Indemnitor and shall not enter into a settlement without the express permission of Indemnitor.

11. INSURANCE.

During the period of the Agreement, the Contractor shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to 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 and in the aggregate for bodily injury and third party 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 to the extent that bodily injury, death or third party property damage is caused the negligent acts or omissions of Contractor or its subcontractors;

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

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

12. 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).

13. INDEPENDENT CONTRACTOR.

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

14. ASSIGNMENT AND SUBCONTRACTING.

Neither Party shall assign or subcontract its obligations under this Agreement without the other Party's written consent, which may be granted or withheld in the other Party's sole discretion. Any subcontract made by the Contractor shall incorporate by reference this Agreement, except

as otherwise provided. The Contractor shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the Contractor from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract. Notwithstanding the foregoing, Contractor may transfer, assign or novate the Agreement or any part of it to an affiliated company, being any legal entity ("Company") which directly or indirectly is controlled by Contractor, controls Contractor or is controlled by a Company which directly or indirectly controls Contractor. In the event of a sale or other transfer of the business of Contractor or a part of the business of Contractor to a third party, Contractor shall further be entitled to assign the whole Agreement or any part of the Agreement to such a third party.

15. TERMINATION/CANCELLATION.

City may cancel this Agreement at any time on thirty (30) days written notice. City shall have no right to defer shipment of Product or performance of Works. Either party may terminate this Agreement for material breach of the other party, provided that the breaching party has not remedied the breach or commenced to cure the breach within a reasonable period, having due regard to the nature of the breach. In the event of a termination or cancellation, unless the Agreement includes a defined termination or cancellation schedule, City is liable for cancellation charges, including without limitation: (i) the full price for any completed Contractor Products and Works; (ii) the allocable portion of the price as determined by Contractor for any partially completed Contractor Product and Works, including reasonable overhead and profit, (iii) reasonable demobilization costs, and (iv) payments due to subcontractors which cannot be: (1) cancelled without any payment obligation; or (2) refunded. In the event of termination for a material breach by Contractor, as City's sole and exclusive remedy Contractor will reimburse City for its reasonable and verifiable costs to complete the Products and Services up to twenty percent (20%) of the price for such Products and items of Services under the Agreement.

16. STANDARD OF PERFORMANCE.

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

17. ANTI KICK-BACK.

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

18. CONSTRUAL.

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

19. DEBARMENT AND SUSPENSION.

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

20. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTIES.

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

The Contractor guarantees and warranties all work, labor and materials under this Agreement for twelve (12) months 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. In no case, the warranty and re-warranty obligations under this Agreement shall exceed twenty-four (24) months following final acceptance. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Agreement, subject to the terms and conditions and caps under Articles 11, 20 and 21 of this Agreement. This warranty is in addition to any manufacturers' or other warranty in the Agreement documents.

Conditions to the Warranties. The Warranties are conditioned on: (i) no repairs, modifications or alterations being made to the products, equipment and/or Works other than by Contractor or its authorized representatives; (ii) City handling, using, storing, installing, operating and maintaining the product, equipment and/or Works in compliance with any parameters or instructions in any specifications attached to, or incorporated into this Agreement, (iii) or in the absence of such conditions, parameters or instructions or to the extent not applicable, in accordance with the generally accepted industry standards applicable in the locale where the Works are being performed and having regard to the nature of the products and/or Works; (iv) City discontinuing use of the product, equipment and/or Works after it has, or should have had knowledge of any defect in the product, equipment and/or Works; (v) City providing Contractor with reasonable access to operating and maintenance data as requested by Contractor, (which may include secure broadband connection). Without expense to Contractor, City shall provide to Contractor and Contractor' subcontractors and their respective employees and agents on a twenty four (24) hours a day, seven (7) days a week basis, access to the Site, and each unit, including rights of way and easements required for safe access of such persons and equipment, as well as, to the extent applicable, online access to the Site, including to an installed remote monitoring system and to all units, as necessary to permit Contractor to perform the Services; (vi) City providing prompt written notice of any warranty claims within the Warranty Period; (vii) at Contractor' discretion, City either removing and shipping product, Equipment and/or Works or non-conforming part thereof to Contractor, at City's expense, or granting Contractor reasonable access to product, equipment or Works to assess the warranty claims; (viii) product, equipment and/or Works not having been subjected to accident (including force majeure), alteration, abuse or misuse; and (ix) City not being in default of any payment obligation. City shall provide, without cost to Contractor, access to the nonconformity by disassembling, removing, replacing and reinstalling any Equipment, materials or structures to the extent necessary to permit Contractor to perform its warranty obligations.

Exclusions from Warranty Coverage. The Warranties do not apply to (i) any product not supplied by Contractor; (ii) any Third Party Parts or equipment; or (iii) to works/services not performed by Contractor pursuant to this Agreement. Contractor will have no liability to City under any legal theory for such products, third party parts, equipment, works/services or any related assignment of warranties. Any product that is described as being experimental, developmental, prototype, or pilot is specifically excluded from the Warranties and is provided to City "as is" with no warranties of any kind. Normal wear and tear is excluded, including any expendable items that comprise part of the product (such as fuses, light bulbs and lamps). Contractor does not warrant or guarantee that any product will be secure from cyber threats,

hacking or similar malicious activity. Products that are networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by City and/or end user against unauthorized access. For all warranty work where disassembly, removal, replacement and reinstallation of equipment, materials or structures was not part of the Contractor initial scope of work under the Agreement, Contractor shall not be responsible or liable for in and out costs.

THE WARRANTIES IN THIS ARTICLE ARE CONTRACTOR'S SOLE AND EXCLUSIVE WARRANTIES AS TO CONTRACTOR PRODUCTS AND SERVICES AND ARE SUBJECT TO THE LIMITS OF LIABILITY IN ARTICLE 21 BELOW. CONTRACTOR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.

21. LIMITATION OF LIABILITY.

(A) Except for Contractor' obligation to re-perform a warranty obligation as stated in Article 20, Contractor and its subcontractors liability for damage to City's property or equipment that occurs during the performance of Works at City's site, shall be limited to the extent such damage is the direct result of the negligent acts or omissions of Contractor or for the first year of the warranty period, damage that occurs as the result of a warranted defect; and shall not exceed in the aggregate the lesser of (i) City's insurance deductible, (ii) the direct cost of repairing or replacing said property or (iii) Contractor limitation of liability cap as identified in Article 21(B). City will waive and require its property insurer to waive all rights of recovery against Contractor and its subcontractors of any tier for loss of or damage to property and equipment of City in excess of the financial obligation assumed by Contractor hereunder. In addition Contractor shall have no liability for damage to City's property as the result of Technical Field Advice.

(B) NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, CONTRACTOR IS NOT LIABLE, WHETHER BASED IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR: LOSS OF USE, REVENUE, SAVINGS, PROFIT, INTEREST, GOODWILL OR OPPORTUNITY, LOSS OF PRODUCTION, COSTS OF CAPITAL, COSTS OF REPLACEMENT OR SUBSTITUTE USE OR PERFORMANCE, LOSS OF INFORMATION AND DATA, LOSS OF POWER, VOLTAGE IRREGULARITIES OR FREQUENCY FLUCTUATION, CLAIMS ARISING FROM CITY'S THIRD PARTY CONTRACTS, OR FOR ANY TYPE OF INDIRECT, SPECIAL, LIQUIDATED, PUNITIVE, EXEMPLARY, COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE.

CONTRACTOR' MAXIMUM LIABILITY UNDER THIS AGREEMENT UNDER ANY THEORY OF RECOVERY, SHALL NOT EXCEED THE ACTUAL COMPENSATION / PAYMENT PURCHASE PRICE RECEIVED BY CONTRACTOR UNDER ARTICLE 4 OF THIS AGREEMENT.

CITY AGREES THAT THE EXCLUSIONS AND LIMITATIONS IN THIS ARTICLE 21 WILL PREVAIL OVER ANY CONFLICTING TERMS AND CONDITIONS IN THIS AGREEMENT AND MUST BE GIVEN FULL FORCE AND EFFECT WHETHER OR NOT ANY OR ALL SUCH REMEDIES ARE DETERMINED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THESE LIMITATIONS OF LIABILITY ARE EFFECTIVE EVEN IF CONTRACTOR HAS BEEN ADVISED BY CITY OF THE POSSIBILITY OF SUCH DAMAGES. THE WAIVERS AND DISCLAIMERS OF LIABILITY, RELEASES FROM LIABILITY AND LIMITATIONS ON LIABILITY EXPRESSED IN THIS ARTICLE 21 EXTEND TO CONTRACTOR' AFFILIATES, PARTNERS, PRINCIPALS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES,

SUBCONTRACTORS, AGENTS AND SUCCESSORS AND ASSIGNS OF CONTRACTOR.

IN THE EVENT THAT PHYSICAL LOSS OR DAMAGE TO THE CITY'S PROPERTY RESULTS FROM THE FAILURE OF A PORTION OF THE CONTRACTOR PRODUCTS AND SERVICES TO CONFORM TO ITS RESPECTIVE WARRANTY DURING THE APPLICABLE WARRANTY PERIOD CONTRACTOR' LIABILITY SHALL IN NO CASE EXCEED CONTRACTOR' OBLIGATION TO PERFORM THE REMEDIES SPECIFIED IN ARTICLE 20, AS APPLICABLE, WHICH CONTRACTOR WOULD HAVE HAD TO PERFORM IF SUCH REMEDY HAD BEEN CARRIED OUT IMMEDIATELY PRIOR TO THE OCCURRENCE OF THE PHYSICAL LOSS OR DAMAGE.

22. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** The Parties may modify this Agreement and make changes in the works whenever necessary or advisable, however no change shall be made unless the Parties agree in writing to the change and any resulting prices, schedule or other contractual modifications. If any change to any law, rule, regulation, order, code, standard or requirement impacts Contractor's obligations or performance under this Agreement, Contractor shall be entitled to a change order for an equitable adjustment in the price and time of performance. Contractor may request a change order for an equitable adjustment in prices and times for performance, as well as to adjust for any additional costs or any delay resulting from the failure of City, City's contractors, successors or assigns to meet these obligations or any other obligations in this Agreement.
- B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.
- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.
- I. **Confidentiality:**
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). Notwithstanding the above, City shall treat Contractor's information as exempt information under RCW 42.56.270, work to achieve the highest possible level of confidentiality for information within the confines of Washington State law, including Washington State's Uniform Trade Secrets Act (UTSA—codified at RCW 19.108), and shall promptly notify the Contractor of any PRR so that the Contractor may seek a protective order or take appropriate action as it deems appropriate.
- J. **Export/Import Compliance:** City acknowledges that Contractor is required to comply with applicable export/import laws and regulations relating to the sale, export, import, transfer, assignment, disposal and use of the products and information provided in the performance of the Works/services, including any export/import license requirements. City agrees that such goods or information shall not at any time directly or indirectly be used, exported, imported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with any export/import laws and regulations. Contractor' continuing performance hereunder is conditioned on compliance with such export/import laws and regulations at all times.
- K. **Asbestos:** The terms "Asbestos" and "Presumed Asbestos Containing Material" shall have the meanings set forth in United States Code of Federal Regulations Chapter 29 Section CFR 1926.1101 et seq., and "ACM" shall mean Asbestos and Asbestos containing materials.
- (1) The City warrants and represents that, in any areas which may be accessed by Contractor or its Suppliers, any ACM which is or is contained in thermal insulation or sprayed-on surfacing material is conspicuously and specifically marked as ACM, and any other ACM is in a lawful condition.
 - (2) Prior to Contractor' commencement of Works at any Site:
 - (a) The City shall, at City's expense remove all thermal insulation, sprayed-on surfacing material, and/or Presumed Asbestos Containing Material (any or all of the foregoing hereinafter "PACM"), and ACM which may be disturbed during or removal of which is required for the performance of the Services; and,
 - (b) The City shall ensure that any areas where any activities involving the

abatement or removal of PACM or ACM shall be conspicuously identified, posted and isolated, all as required by applicable law.

CITY EXPRESSLY ACKNOWLEDGES AND AGREES THAT, IN PERFORMING THE WORKS AND DISPATCHING EMPLOYEES TO WORK AREAS, CONTRACTOR IS RELYING UPON THE AGREEMENTS, WARRANTIES, AND REPRESENTATIONS MADE BY CITY IN THIS ARTICLE 22 K. Without limiting its other rights and remedies, Contractor (i) shall not be obligated to commence, and may stop any affected Work, unless and until it is fully satisfied that the City is in compliance with this Addendum AA, and (ii) shall be entitled to an equitable adjustment in the schedule, price and other provisions of the Agreement resulting from City's non-compliance.

- (3) In no event shall Contractor be obligated to install, disturb, handle, or remove any PACM except as specifically agreed in writing by Contractor and only after Contractor has been provided acceptable chemical analyses verifying that the same are not ACM.
- (4) Contractor makes no representation that it is licensed to abate ACM. Notwithstanding anything set forth in the Agreement, Contractor shall be obligated to handle, remove, or reinstall generator wedges, packing, or high temperature gaskets (such materials herein "GPW") only if such activities are within the scope of the Services and only then to the extent that:
 - (a) (i) such activities would be classified as Class II or Class III activity under United States Code of Federal Regulations Chapter 29 Section CFR 1926.1101 et seq., (ii) such activities do not require a permit, license, or authorization, (iii) such activities are not likely to generate airborne asbestos fibers, and (iv) all such GPW is non-friable; or,
 - (b) Contractor is provided satisfactory written evidence that such GPW is not ACM.
In all other cases, such activities shall be City's responsibility and Contractor shall be entitled to an equitable adjustment in the schedule, price and other pertinent affected provisions of the Agreement should the same not be performed in a timely manner. The disposal of any GPW or scrap or waste material resulting from its disturbance or removal shall in all cases be the City's responsibility.
- (5) City shall defend, indemnify and hold Contractor harmless against any and all claims, demands, damages, losses, liabilities, fines, penalties, costs or expenses, including without limitation any clean up or remedial measures arising out of, connected with, or resulting from the City's failure to comply with the provisions of this Article 22 K.

L. FORCE MAJEURE. Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting City, Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In

the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay. If there are force majeure delays exceeding 180 days in the aggregate, Contractor may terminate the Agreement pursuant to Article 15. Failure to pay shall not constitute a force majeure delay. The Parties acknowledge the worldwide outbreak of the coronavirus disease, which is likely to affect the execution of the Contract. The Parties agree, that Contractor shall be entitled to reasonable adjustments of the time schedule/ milestones/ delivery dates as well as to reimbursement of costs to the extent the delay and the costs are caused directly or indirectly by the outbreak of the coronavirus disease (COVID-19).

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

DRESSER-RAND COMPANY

By _____
Signature Date

Type or Print Name

Title

CITY OF SPOKANE

By _____
Signature Date

Type or Print Name

Title

SIEMENS ENERGY, INC.

By _____
Signature Date

Type or Print Name

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Attachment A – Debarment Certification

Exhibit A – Contractor’s General Scope of Work

20-047bb

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

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

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

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