

## CITY OF SPOKANE



### NOTICE

#### REGARDING CITY COUNCIL MEETINGS

Notice is hereby given that, pursuant to Governor Jay Inslee's **Ninth** Updated Proclamation **20-28.9**, dated **August 31, 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 **October 1, 2020**. **We are awaiting further direction as to whether there will be an extension of this date.**

**Until further direction is received, it is possible the below information will still apply to the October 5, 2020, City Council meeting:**

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 **October 5, 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 **1-408-418-9388** and entering the access code **966 942 097** for the 3:30 p.m. Briefing Session or \_\_\_\_\_ for the 6:00 p.m. Legislative Session when prompted; meeting password is **0320**.

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, October 5, 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, OCTOBER 5, 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. There will be an opportunity for the expression of public views during the Open Forum at the beginning and the conclusion of the Legislative Agenda on any issue not relating to the Current or Advance Agendas, pending hearing items, or initiatives or referenda in a pending election.

### 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 from the Office of the City Clerk during regular business hours (8 a.m. - 5 p.m.). The Agenda may also be accessed on the City website at [www.spokanecity.org](http://www.spokanecity.org). Agenda items are available for public review in the Office of the City Clerk during regular business hours.

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

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

**BRIEFING SESSION**

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)

(No Public Testimony Taken)

Roll Call of Council

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

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

- |    |  |         |                                 |
|----|--|---------|---------------------------------|
| 1. | Value Blanket Renewal with Atlas Copco (Arlington, WA) for compressor rentals as-needed and during scheduled/unscheduled outages at the Waste to Energy Facility from January 1, 2021, through December 31, 2021—not to exceed \$135,000 (incl. tax).<br><b>Chris Averyt</b>                                   | Approve | OPR 2016-0819<br>RFQ 5119-19    |
| 2. | Purchase from Evergreen Tractor (Spokane) of feedbelt pulleys and rollers for the Waste to Energy Facility—not to exceed \$110,000 (excl. tax).<br><b>Chris Averyt</b>   | Approve | OPR 2020-0727<br>RFQ 5323-20    |
| 3. | Contract with Shamrock Paving, Inc. (Spokane), for road construction services at the Waste to Energy Facility from October 1, 2020, through June 1, 2021—\$106,066 (incl. tax). An administrative reserve of \$10,606.60, which is 10% of the contract price, will be set aside.<br><b>Chris Averyt</b>        | Approve | OPR 2020-0728<br>PW ITB 5322-20 |
| 4. | Contract Extension No. 4 of 4 with Hydrotech Generator Repair Plus, Inc. (Spokane Valley) for the off-site rebuilding of hydraulic and pneumatic cylinders throughout the Waste to Energy Facility from January 1, 2021, through December 31, 2021—not to exceed \$100,000 (incl. tax).<br><b>Chris Averyt</b> | Approve | OPR 2016-0913<br>RFP 4303-16    |

- |     |   |                |                                 |
|-----|---|----------------|---------------------------------|
| 5.  | Contract Renewals Nos. 1 of 4 for the Waste to Energy Facility from January 1, 2021, through December 31, 2021, with:   | Approve<br>All |                                 |
|     | a. Big Sky Industrial (Spokane) for vacuum support services—not to exceed \$110,000 (incl. tax).  |                | OPR 2019-0956<br>PW ITB 5098-19 |
|     | b. Bay Valve Service, LLC (Longview, WA) for onsite valve repair services—not to exceed \$300,000 (incl. tax).  |                | OPR 2019-0957<br>PW ITB 5133-19 |
|     | <b>Chris Averyt</b>   |                |                                 |
| 6.  | Acceptance of fiscal year 2019 Continuum of Care Program Grant Award from the U.S. Department of Housing and Urban Development and approval to enter into sub recipient agreements with the awarded grantees.   | Approve        | OPR 2020-0729                   |
|     | <b>Heather Newell</b>   |                |                                 |
| 7.  | Grant Acceptance from the Washington Traffic Safety Commission for federal funding provided by the U.S. Department of Transportation's National Highway Safety Administration Grant Project for DUI Enforcement from October 1, 2020, through September 30, 2021. | Approve        | OPR 2020-0730                   |
|     | <b>Eric Olsen</b>   |                |                                 |
| 8.  | Contract Renewal No. 2 of 2 for bacteriological and chemical analysis of ground and drinking water on an as-needed basis for the Solid Waste and Water Departments from October 1, 2020, to September 30, 2021, with:   | Approve<br>All |                                 |
|     | a. Anatek Labs, Inc. (Spokane)—not to exceed \$58,575 (incl. tax).  |                | OPR 2016-0784<br>RFP 4259-16    |
|     | b. Edge Analytical, Inc. (Burlington, WA)—not to exceed \$58,575 (incl. tax).   |                | OPR 2016-0795<br>RFP 4259-16    |
|     | <b>Doug Greenlund</b>   |                |                                 |
| 9.  | Contract Renewal No. 1 of 2 with ALS Canada LTD. (Burlington, Ontario, CA) for specialized testing of wastewater and stormwater, which fulfills the Department of Ecology issued discharge permit—\$55,930 (plus tax).  | Approve        | OPR 2017-0770<br>RFP 4372-17    |
|     | <b>Mike Cannon</b>  |                |                                 |
| 10. | Contract with Transmap Corporation (Columbus, OH) for condition assessment of the City's Arterial Street System—not to exceed \$65,000 (incl. tax).   | Approve        | OPR 2020-0731<br>IRFP 5318-20   |
|     | <b>Clint Harris</b>   |                |                                 |
| 11. | Three-year Contract with Lexipol for Law Enforcement Policy Manual upgrade and subscription—\$138,571.  | Approve        | OPR 2020-0736                   |
|     | <b>Shawna Ernst</b>   |                |                                 |



# NO BOARDS AND COMMISSIONS APPOINTMENTS

## ADMINISTRATIVE REPORT

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### COUNCIL COMMITTEE REPORTS

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

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### OPEN FORUM

**May not be held pending extension of October 1, 2020, date.**

This is an opportunity for citizens to discuss items of interest not relating to the Current or Advance Agendas, pending hearing items, or initiatives or referenda in a pending election. This Forum shall be for a period of time not to exceed thirty (30) minutes. After all the matters on the Agenda have been acted on, unless it is 10:00 p.m. or later, the open forum shall continue for a period of time not to exceed fifteen (15) minutes. Each speaker will be limited to three minutes, unless otherwise deemed by the Chair. If you wish to speak at the forum, please sign up on the sign-up sheet located in the Chase Gallery.

**Note:** No person shall be permitted to speak at 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 open forum in that meeting. (Council Rule 2.2.E)

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## LEGISLATIVE AGENDA

### SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinance C35949 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:

**Various Funds**

**FROM:** Various Accounts, \$3,243,903;

**TO:** Various Accounts, same amount.

(This action provides funding for City operational costs incurred due to the COVID-19 public health emergency during the period of March 1, 2020, thru November 30, 2020, and budgets for \$614,742 in FEMA and \$2,629,161 in City CARES Act Funding.)  
(Council Sponsor: Council Member Mumm)

**Paul Ingiosi**

### NO EMERGENCY ORDINANCES

## **NO RESOLUTIONS**

## **NO FINAL READING ORDINANCES**

## **NO FIRST READING ORDINANCES**

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## **NO SPECIAL CONSIDERATIONS**

## **NO HEARINGS**

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**Motion to Approve Advance Agenda for October 5, 2020**  
(per Council Rule 2.1.2)

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## **OPEN FORUM (CONTINUED)**

**May not be held pending extension of October 1, 2020, date.**

This is an opportunity for citizens to discuss items of interest not relating to the Current or Advance Agendas, pending hearing items, or initiatives or referenda in a pending election. After all the matters on the Agenda have been acted on, unless it is 10:00 p.m. or later, the open forum shall continue for a period of time not to exceed fifteen (15) minutes. Each speaker will be limited to three minutes, unless otherwise deemed by the Chair. If you wish to speak at the forum, please sign up on the sign-up sheet located in the Chase Gallery.

**Note:** 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. (Counsel Rule 2.2.E)

## **ADJOURNMENT**

The October 5, 2020, Regular Legislative Session of the City Council is adjourned to October 12, 2020.

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## **NOTES**



**Agenda Sheet for City Council Meeting of:**  
10/05/2020

<b>Date Rec'd</b>	9/17/2020
<b>Clerk's File #</b>	OPR 2016-0819
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	RFQ 5119-19
<b>Requisition #</b>	VALUE BLANKET

<b>Submitting Dept</b>	SOLID WASTE DISPOSAL
<b>Contact Name/Phone</b>	CHRIS AVERYT 625-6540
<b>Contact E-Mail</b>	CAVERYT@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Purchase w/o Contract
<b>Agenda Item Name</b>	4490 VALUE BLANKET RENEWAL FOR COMPRESSOR RENTALS AT WTE

**Agenda Wording**

Renewal of value blanket with Atlas Copco of Arlington, WA, for compressor rentals as-needed and during scheduled/unscheduled outages at the WTE, from Jan. 1, 2021 through Dec. 31, 2021 for a total cost not to exceed \$135,000.00 including tax.

**Summary (Background)**

Compressor rentals are required for the WTE to support maintenance operations during scheduled/unscheduled outages; as well as support operations in the event of a compressor failure. Atlas Copco was issued a value blanket based on their response to RFQ 5119-19 for these rentals. The initial value blanket, VB301099-000, was from Jan. 1, 2020 thru Dec. 31, 2020 with the option of four (4) additional one-year renewals. This will be the first of the four (4) renewals. Rates are to remain unchanged.

<b><u>Fiscal Impact</u></b>	Grant related? NO Public Works? NO	<b><u>Budget Account</u></b>	
Expense	\$ 135,000.00	#	4490-44100-37148-54501-34002
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	AVERYT, CHRIS	<b><u>Study Session\Other</u></b>	PIES 9/28/20
<b><u>Division Director</u></b>	SIMMONS, SCOTT M.	<b><u>Council Sponsor</u></b>	CP Beggs
<b><u>Finance</u></b>	ALBIN-MOORE, ANGELA	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	ODLE, MARI	mdorgan@spokanecity.org	
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL	jsalstrom@spokanecity.org	
<b><u>Additional Approvals</u></b>		tprince@spokanecity.org	
<b><u>Purchasing</u></b>	PRINCE, THEA	rrinderle@spokanecity.org	

## Briefing Paper

### Public Infrastructure, Environment and Sustainability Committee

<b>Division &amp; Department:</b>	Public Works Division; Solid Waste Disposal
<b>Subject:</b>	Value Blanket for Compressor Rentals at the WTE
<b>Date:</b>	September 28, 2020
<b>Contact (email &amp; phone):</b>	Chris Averyt, caveryt@spokanecity.org, 625-6540
<b>City Council Sponsor:</b>	Breean Beggs, City Council President
<b>Executive Sponsor:</b>	Scott Simmons, Public Works Director
<b>Committee(s) Impacted:</b>	Public Infrastructure, Environment and Sustainability Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	Sustainable Resources- Sustainable Practices; Innovative Infrastructure-Affordable Services
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Council approval of the value blanket in order to perform outage related maintenance.
<b>Background/History:</b> Compressor rentals are required for the WTE to support maintenance operations during scheduled/unscheduled outages; as well as support operations in the event of a compressor failure.  RFQ 5119-19 was issued for these rental services and closed to bidding on September 30, 2019. Atlas Copco of Arlington, WA was the only response received and was determined to be a responsive and responsible bidder.  The initial value blanket was from January 1, 2020 spanning thru December 31, 2020 with the option of four (4) additional one-year renewals. This will be the first of those renewals, from January 1, 2021 through December 31, 2021 for an annual cost not to exceed \$135,000.00 including taxes.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>Compressor rentals are required for maintenance operations during scheduled/unscheduled outages.</li> <li>Atlas Copco was the only response received for RFQ 5119-19 for the rental of 100% Oil Free Compressors, Dryers, Associated Hoses and Fittings on a Flat Bed Trailer.</li> <li>Value Blanket Renewal #1 of 4 from Jan. 1, 2021 through Dec. 31, 2021.</li> <li>Total annual cost not to exceed \$135,000.00 including taxes.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input 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.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	



# 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:** Solid Waste Disposal

**Approving Supervisor:** Chris Averyt

**Amount of Proposed Expenditure:** \$135,000.00

**Funding Source:** SWD Budget: 4490-44100-37148-54501-34002

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

**Why is this expenditure necessary now?**

The Waste to Energy Facility has two planned maintenance outages each year. Compressor rentals are required to support maintenance operations during these outages or in the event of a compressor failure.

**What are the impacts if expenses are deferred?**

Without the ability to quickly have backup compressors on site during scheduled and unscheduled maintenance, costly failures that could result in extended periods of down time are possible.

**What alternative resources have been considered?**

The only alternative would be to purchase additional compressors, but that would result in a greater up-front cost than renting.

**Description of the goods or service and any additional information?**

This is for the first of four (4) one-year renewals of Value Blanket 301099 with Atlas Copco, for the rental of oil free compressors, dryers and associated hoses and fittings. It would commence on January 1, 2021 and run through December 31, 2021. It is an annual reoccurring expenditure that was budgeted for in 2021.

**Person Submitting Form/Contact:** Michelle Dorgan X6555

**FINANCE SIGNATURE:**

DocuSigned By:

Tonya Wallace

CBC812B631244E9...

**CITY ADMINISTRATOR SIGNATURE:**

DocuSigned By:

[Signature]

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

10/05/2020

<u>Date Rec'd</u>	9/23/2020
<u>Clerk's File #</u>	OPR 2020-0727
<u>Renews #</u>	

Submitting Dept	SOLID WASTE DISPOSAL	Cross Ref #	
Contact Name/Phone	CHRIS AVERYT 625-6540	Project #	
Contact E-Mail	CAVERYT@SPOKANECITY.ORG	Bid #	RFQ 5323-20
Agenda Item Type	Purchase w/o Contract	Requisition #	RE 19641
Agenda Item Name	4490 PURCHASE OF FEEDBELT PULLEYS AND ROLLERS FOR THE WTE		

Agenda Wording

Purchase of feedbelt pulleys and rollers from Evergreen Tractor of Spokane, WA, for the Waste to Energy Facility. Total cost not to exceed \$110,000.00 excluding tax.

Summary (Background)

Due to the corrosive nature of the ash generated at the Waste to Energy Facility, the building where it is collected is in need of extensive repairs that cannot be completed while the facility is operational. In an effort to continue uninterrupted operations during these repairs, a bypass system is being constructed so the ash can be temporarily collected in a different location. Pulleys and rollers are needed as components of the new conveyor system for this bypass.

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

Expense	\$ \$110,000.00	# 4490-44900-94000-56203
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	AVERYT, CHRIS	<u>Study Session\Other</u>	PIES 9/28/20
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Council Sponsor</u>	CP Beggs
<u>Finance</u>	ALBIN-MOORE, ANGELA	Distribution List	
<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	rrinderle@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

OPR 2020-0727

Summary (Background)

On September 8, 2020 bidding closed on RFQ 5323-20 for these Feedbelt Pulleys and Rollers. There were five (5) responses and Evergreen Tractor of Seattle, WA, was the low cost, responsive and responsible bidder. The cost for the purchase is \$110,000.00 excluding tax.

Fiscal Impact

Budget Account

\$

#

\$

#

Distribution List


## Briefing Paper

### Public Infrastructure, Environment and Sustainability Committee

<b>Division &amp; Department:</b>	Public Works Division; Solid Waste Disposal
<b>Subject:</b>	Purchase of Feedbelt Pulleys and Rollers for the WTE
<b>Date:</b>	September 28, 2020
<b>Contact (email &amp; phone):</b>	Chris Averyt, caveryt@spokanecity.org, 625-6540
<b>City Council Sponsor:</b>	Breean Beggs, City Council President
<b>Executive Sponsor:</b>	Scott Simmons, Public Works Director
<b>Committee(s) Impacted:</b>	Public Infrastructure, Environment and Sustainability Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	Innovative Infrastructure-Sustainability of the WTE Operations
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Council approval to purchase the needed pulley's and rollers for the ash bypass building to allow for uninterrupted operations during the repair of the ash house at the WTE.

Background/History:

Due to the corrosive nature of the ash generated at the Waste to Energy Facility, the building where it is collected is in need of extensive repairs that cannot be completed while the facility is operational. In an effort to continue uninterrupted operations during these repairs, a bypass system is being constructed so the ash can be temporarily collected in a different location. Pulley's and rollers are needed as components of the new conveyor system for this bypass.

On September 8, 2020 bidding closed on RFQ 5323-20 for these Feedbelt Pulleys and Rollers. There were five (5) responses and Evergreen Tractor of Seattle, WA, was the low cost, responsive and responsible bidder. The cost for the purchase is \$110,000.00 excluding tax.

Executive Summary:

- Purchase of feedbelt pulley's and rollers for the ash bypass system needed during repairs to the ash building at the WTE.
- Evergreen Tractor, Seattle, WA, was the low cost, responsive and responsible bidder of the five (5) responses received.
- Cost for the purchase is \$110,000.00 excluding tax.

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:** 8/25/2020

**Type of expenditure:**

Goods



Services



**Department:** Solid Waste Disposal

**Approving Supervisor:** Chris Averyt

**Amount of Proposed Expenditure:** \$80,000.00

**Funding Source:** SWD Budget: 4490-44900-94000-56203

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

**Why is this expenditure necessary now?**

The ash house at the Waste to Energy Facility is in need of extensive repairs that will not be able to be performed while operational. As a result, a bypass system is being constructed that will allow us to continue operations uninterrupted. These pulleys and rollers are components of the new conveyor system as part of the ash bypass system.

**What are the impacts if expenses are deferred?**

If the facility is unable to process the ash coming out of the boilers, they will need shut down, which could result in costly repairs and a significant loss in electrical revenues.

**What alternative resources have been considered?**

There are no known alternative resources.

**Description of the goods or service and any additional information?**

This is for the purchase of feedbelt rollers and pulleys that are a part of the ash bypass system at the WTE. It is a part of the ash house refurbishment project that was planned and budgeted for in the 2020 and 2021 Capital Plan.

**Person Submitting Form/Contact:** Michelle Dorgan

**FINANCE SIGNATURE:**

DocuSigned by:

*Tonya Wallace*

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**CITY ADMINISTRATOR SIGNATURE:**



# Agenda Sheet for City Council Meeting of: 10/05/2020

<b><u>Date Rec'd</u></b>	9/23/2020
<b><u>Clerk's File #</u></b>	OPR 2020-0728
<b><u>Renews #</u></b>	
<b><u>Cross Ref #</u></b>	
<b><u>Project #</u></b>	
<b><u>Bid #</u></b>	PW ITB 5322-20
<b><u>Requisition #</u></b>	RE 19642

<b><u>Submitting Dept</u></b>	SOLID WASTE DISPOSAL
<b><u>Contact Name/Phone</u></b>	CHRIS AVERYT 625-6540
<b><u>Contact E-Mail</u></b>	CAVERYT@SPOKANECITY.ORG
<b><u>Agenda Item Type</u></b>	Contract Item
<b><u>Agenda Item Name</u></b>	4490 CONTRACT FOR ROAD CONSTRUCTION SERVICES AT THE WTE

## **Agenda Wording**

Contract with Shamrock Paving, Inc. of Spokane, WA, for road construction services at the Waste to Energy Facility. The cost of the contract is \$106,066.00 including tax with a 10% administrative reserve from Oct. 1, 2020 through Jun. 1, 2021.

## **Summary (Background)**

Due to the corrosive nature of the ash generated at the WTE, the building where it is collected is in need of extensive repairs that cannot be completed while the facility is operational. In an effort to continue uninterrupted operations during these repairs, a bypass system is being constructed so the ash can be temporarily collected in a different location. In order for vehicles and equipment to access the bypass building, a new asphalt approach to the building will need constructed.

<b><u>Fiscal Impact</u></b>	Grant related? NO Public Works? YES	<b><u>Budget Account</u></b>
Expense	\$ 106,066.00	# 4490-44100-94000-56301
Select	\$	#
Select	\$	#
Select	\$	#
<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>
<b><u>Dept Head</u></b>	AVERYT, CHRIS	<b><u>Study Session\Other</u></b> PIES 9/28/20
<b><u>Division Director</u></b>	SIMMONS, SCOTT M.	<b><u>Council Sponsor</u></b> CP Beggs
<b><u>Finance</u></b>	ALBIN-MOORE, ANGELA	<b><u>Distribution List</u></b>
<b><u>Legal</u></b>	ODLE, MARI	mdorgan@spokanecity.org
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL	jsalstrom@spokanecity.org
<b><u>Additional Approvals</u></b>		tprince@spokanecity.org
<b><u>Purchasing</u></b>	PRINCE, THEA	rrinderle@spokanecity.org
		chuckg@shamrockpaving.us



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

OPR 2020-0728

Summary (Background)

On September 11, 2020, bidding closed for PW ITB 5322-20 for Road Construction Services-Spokane Solid Waste Disposal. Responses were received from Shamrock Paving and AM Landshaper. Shamrock Paving of Spokane, WA was the low cost, responsive and responsible bidder.

Fiscal Impact

Select      \$

Budget Account

#

Select      \$

#

Distribution List


## Briefing Paper

### Public Infrastructure, Environment and Sustainability Committee

<b>Division &amp; Department:</b>	Public Works Division; Solid Waste Disposal
<b>Subject:</b>	Contract for Road Construction Services at the WTE
<b>Date:</b>	September 28, 2020
<b>Contact (email &amp; phone):</b>	Chris Averyt, caveryt@spokanecity.org, 625-6540
<b>City Council Sponsor:</b>	Breean Beggs, City Council President
<b>Executive Sponsor:</b>	Scott Simmons, Public Works Director
<b>Committee(s) Impacted:</b>	Public Infrastructure, Environment and Sustainability Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	Innovative Infrastructure-Sustainability of the WTE Operations
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Council approval of the contract to construct an asphalt approach for the ash bypass building to allow for uninterrupted operations during the repair of the ash house at the WTE.

Background/History:

Due to the corrosive nature of the ash generated at the Waste to Energy Facility, the building where it is collected is in need of extensive repairs that cannot be completed while the facility is operational. In an effort to continue uninterrupted operations during these repairs, a bypass system is being constructed so the ash can be temporarily collected in a different location. In order for vehicles and equipment to get into and out of the bypass building to haul the ash, a new asphalt approach to the building will need constructed.

On September 11, 2020, bidding closed for PW ITB 5322-20 for Road Construction Services-Spokane Solid Waste Disposal. There were two (2) responses received and Shamrock Paving of Spokane, WA was the low cost, responsive and responsible bidder. The cost of the contract will be \$106,066.00 with a 10% administrative reserve of \$10,606.60 and will span from October 1, 2020 through June 1, 2021.

Executive Summary:

- Construction of an asphalt approach to the new ash bypass building needed during repairs to the ash building at the WTE.
- Shamrock Paving, Spokane, WA, was the low cost, responsive and responsible bidder of the two (2) responses received.
- Cost of the contract is \$106,066.00 plus a 10% administrative reserve of \$10,606.60
- Term of contract is from October 1, 2020 through June 1, 2021.

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:** 8/18/2020

**Type of expenditure:**

Goods ☐

Services ☒

**Department:** Solid Waste Disposal

**Approving Supervisor:** Chris Averyt

**Amount of Proposed Expenditure:** \$132,500.00

**Funding Source:** SWD Budget: 4490-44100-94000-56301

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

**Why is this expenditure necessary now?**

Construction is getting ready to begin on a new ash bypass building at the Waste to Energy Facility. There will need to be an asphalt approach installed so that vehicles and equipment can get into and out of the building to haul the ash once construction is completed.

**What are the impacts if expenses are deferred?**

If deferred, there will be no mode of entry for vehicles into the newly constructed ash bypass building. If ash is not collected and hauled away then the facility will need to shut the boilers down which would result in a significant loss in electrical revenues.

**What alternative resources have been considered?**

There are no known alternative resources.

**Description of the goods or service and any additional information?**

The installation of an asphalt approach to the new ash bypass building being constructed at the Waste to Energy Facility is needed. This expense is in the capital plan for 2020.

**Person Submitting Form/Contact:** Michelle Dorgan

**FINANCE SIGNATURE:**

DocuSigned by:

*Tonya Wallace*

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**CITY ADMINISTRATOR SIGNATURE:**

DocuSigned by:

*[Signature]*

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**City of Spokane**

**PUBLIC WORKS CONTRACT**

Title: **ROAD CONSTRUCTION SERVICES**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **SHAMROCK PAVING, INC.**, whose address is 110 North Hayford Road, Spokane, WA 99224 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **PERFORMANCE/SCOPE OF WORK.**

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 work described in the specifications entitled Road Construction Services Solid Waste Disposal, selected via PW ITB 5322-20.

2. **CONTRACT DOCUMENTS.**

The Contract Documents are this Contract, the Contractor's completed bid proposal form, the contract provisions, contract plans, standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any), including Contractor's Scope of Work (Exhibit B). These contract documents are on file in the Asset Management Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, federal and state requirements supersede this Contract, and this Contract supersedes the other contract documents.

3. **TERM.**

The term of this Contract begins on October 1, 2020 and ends on June 1, 2021, unless amended by written agreement or terminated earlier under the provisions.

4. **TERMINATION.**

Either party may terminate this Contract by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.

5. **COMPENSATION/PAYMENT.**

A. **COMPENSATION.** Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **ONE HUNDRED SIX THOUSAND SIXTY SIX AND NO/100 DOLLARS (\$106,066.00)**, including sales tax if applicable, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 1 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

B. PAYMENT. The Contractor will send its applications for payment to the Spokane Solid Waste Disposal, Administration Office, 2900 South Geiger Blvd, Spokane, Washington 99224. 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 Company's application except as provided by state law. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

6. 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 the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

7. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED. The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the State Department of Labor and Industries; and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

8. BONDS. The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a payment/performance bond on the form attached, each equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.

9. 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.

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

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

B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include

contractual liability coverage for the indemnity provided under this Contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under this Contract;

i. Acceptable supplementary Umbrella insurance coverage combined with Company's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverage limits required in this Contract; and

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

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

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

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

12. CONTRACTOR'S WARRANTY. The Contractor's warranty for all work, labor and materials shall be in accordance with the contract documents.

13. SUBCONTRACTOR RESPONSIBILITY.

A. 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).

C. All Contractors and subcontractors are required to comply with the Spokane Municipal Code (SMC). In accordance with Article X, 7.06 SMC, Public Works Apprentice Program, for public works construction projects as defined in RCW 39.04.010 with an estimated cost of six hundred thousand dollars (\$600,000.00) or more, at least fifteen (15%) percent of the total contract labor project (all contractor and subcontractor hours) shall be performed by apprentices enrolled in a state-approved apprenticeship program.

1. The utilization percentage requirement of apprenticeship labor for public works construction contracts shall also apply to all subcontracts which value exceeds one hundred thousand dollars (\$100,000), provided there is a state-approved apprenticeship program for the trade for which a subcontract is issued (see, SMC 7.06.510).
2. Each subcontractor which this chapter applies is required to execute a form, provided by the city, acknowledging that the requirements of Article X 07.06 SMC are applicable to the labor hours for the project.
3. Each subcontractor is required to submit by the 15th of each month, a City of Spokane Statement of Apprentice/Journeyman Participation form for worked performed the previous month.

14. **NONDISCRIMINATION.** No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status,

familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Contractor.

15. EXECUTIVE ORDER 11246.

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The Contractor will send each labor union, or representative of workers with which it has a collective bargaining contract or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, HOWEVER, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as the result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

16. 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.

17. LIQUIDATED DAMAGES. Liquidated damages shall be in accordance with the contract documents.

18. ASSIGNMENTS. The Contractor may not assign, transfer or sublet any part of the work under this Contract, or assign any monies due, without the written approval of the City, except as may be required by law. In the event of assignment of accounts or monies due under this Contract, the Contractor specifically agrees to give immediate written notice to the City Administrator, no later than five (5) business days after the assignment.

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

20. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.

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

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

23. AUDIT / RECORDS. The Contractor and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Contractor and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.

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

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

26. MODIFICATIONS. The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the Director of Engineering Services, and the Contract time and compensation will be adjusted accordingly.

27. **INTEGRATION.** This Contract, including any and all exhibits and schedules referred to herein or therein set forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.

28. **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.

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

**SHAMROCK PAVING, INC.**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

**Attachments that are part of this Contract:**  
Payment/Performance Bond  
Exhibit A - Certification Regarding Debarment  
Exhibit B – Scope of Work



**PAYMENT / PERFORMANCE BOND**

We, Shamrock Paving, Inc., as principal, and \_\_\_\_\_, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **ONE HUNDRED SIX THOUSAND SIXTY SIX AND NO/100 DOLLARS (\$106,066.00)**, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the entitled Road Construction Services Solid Waste Disposal, selected via PW ITB 5322-20. If the principal shall:

- A. promptly and faithfully perform the Contract and any contractual guaranty, and indemnify and hold harmless the City from all loss, damage, or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors; and
- B. comply with all federal, state and local laws and regulations; and
- C. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors, and pay all taxes and contributions, increases and penalties as authorized by law;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the contract or this bond, shall be conclusive against the principal and the Surety, as to the amount of damages, and liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on \_\_\_\_\_.

SHAMROCK PAVING, INC.,  
AS PRINCIPAL

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

A valid POWER OF ATTORNEY  
for the Surety's agent must  
accompany this bond.

\_\_\_\_\_  
AS SURETY

By: \_\_\_\_\_  
Its Attorney in Fact

STATE OF WASHINGTON                    )  
  ) ss.  
County of \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
\_\_\_\_\_ signed this document; on oath stated that he/she was authorized to  
sign the document and acknowledged it as the agent or representative of the named surety company  
which is authorized to do business in the State of Washington, for the uses and purposes therein  
mentioned.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

My appointment expires \_\_\_\_\_

Approved as to form:

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

## EXHIBIT A

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

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

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

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

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

## EXHIBIT B

**Bid Response Summary**

**Bid Number** PW ITB 5322-20  
**Bid Title** Road construction Services Spokane Solid Waste Disposal  
**Due Date** Friday, September 11, 2020 9:00:00 AM [(UTC-08:00) Pacific Time (US & Canada)]  
**Bid Status** Closed to Bidding  
**Company** chuckg@shamrockpaving.us  
**Submitted By** chuckg@shamrockpaving.us chuckg@shamrockpaving.us - Friday, September 11, 2020 8:40:18 AM [(UTC-08:00) Pacific Time (US & Canada)]  
**Comments** chuckg@shamrockpaving.us

**Question Responses**

Group	Reference Number	Question	Response
MANDATORY Pre-Bid Walk Through			
	1.	PRE-BID CONFERENCE. A MANDATORY pre-bid conference will be held on Thursday, September 3, 2020 at 10:00 a.m. The location will be at the Waste to Energy Facility (WTEF) Admin Offices, 2900 S Geiger Blvd., Spokane WA.	I acknowledge
	2.	Bidder realizes if it did not attend the Mandatory Pre Bid on Thursday, September 3, 2020 at 10:00 a.m., it will be non-responsive, and therefore, cannot submit a bid.	I acknowledge
	3.	Did Bidder attend the Mandatory Pre Bid on Thursday, September 3, 2020?	Yes
Default Item Group			
	Addenda	Indicated how many Addenda Contractor acknowledges receipt of.	1
	Addenda	Bidder Has Reviewed "Addendum 1, PW ITB 5322-20" located in "Documents Tab", that was posted Sep 3, 2020 after the Mandatory pre-bid.	I acknowledge
	Addenda	Download "Addendum 1 PW ITB 5322-20" From The Bid Documents Tab, Enter Company and Sign, and Upload Here	Addenda 1.pdf
	BID SECURITY	BID BOND/BID SECURITY. The bid shall be accompanied by a copy of bid bond/bid security payable to the order of the City of Spokane, in an amount of not less than five percent (5%) of the estimated contract. Bid bonds must be by a surety company authorized to do business as a surety in Washington State.	I acknowledge
	BID SECURITY	Upload Bid Bond / Bid Security Here	BOND Shamrock.pdf
	Retainage	For contracts up to \$150,000.00 including tax, the Contractor may request for ten percent (10%) retainage in lieu of bond. Do you request 10% retainage in lieu of Bond?	No
	BACKGROUND	The City of Spokane Solid Waste Disposal, Waste to Energy Facility (WTEF), located at 2900 S Geiger Blvd, Spokane, WA 99224-5400, operates a 24-hour/365 day per year environment and works under aggressive deadlines and schedules that require suppliers to provide high service levels, is initiating this Public Works Invitation To Bid to solicit Bids from Firms interested in performing spec'd paving work requirements.	I acknowledge
	CONTRACTOR'S REPRESENTATION	The Contractor by making its Bid represents that it has read and understands the specifications; and has visited the site and familiarized itself with the local conditions under which the Work is to be performed. Bidder further warrants through this representation, it is capable of fully performing and executing the type of Work being solicited via this City Request for Bids.	I acknowledge

CONFIRMATION OF CAPACITY	Prior to the award of Contract, the Bidder shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the Work, unless waived by the City.	I acknowledge
AWARD OF CONTRACT	Award of Contract, when made by the City, will be to low responsive responsible Bidder based on the work outlined in the Scope of Work and Bid Proposal. Unsuccessful Bidders will not automatically be notified of results. The City reserves the right to accept either the base bid per plans and specifications or alternative proposals when in the best interest of the City.	I acknowledge
EXECUTION OF CONTRACT	Within ten (10) days of Contract award, the Contractor shall sign and return to the City an executed copy of the Contract and payment/performance bonds and approved evidence of insurance unless otherwise mutually agreed by the City and Contractor.	I acknowledge
GUARANTEE	The Contractor guarantees all work, labor and materials for one (1) year following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply to work which has been abused or neglected by the City.	I acknowledge
PAYMENT	Payment will be made via direct deposit/ACH after receipt of the Contractor's application except as provided by state law. A completed ACH application is required before a City Order will be issued. If the City objects to all or any portion of the invoice, it shall notify the Contractor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.	I acknowledge
REJECTION OF BIDS	The City reserves the right to reject any or all Bids, to waive minor deviations from the specifications, to waive minor informalities in Bid process whenever it is in the City's best interest, and to accept or reject all or part of this Request for Bids, at the prices shown.	I acknowledge
CONTRACTOR REGISTRATION	The Contractor shall be a Washington State registered or licensed contractor at time of Bid submittal.	I acknowledge
RECIPROCAL PREFERENCE FOR RESIDENT CONTRACTORS	A. In accordance with RCW 39.04.380 effective March 30, 2012 the City of Spokane is enforcing a Reciprocal Preference for Resident Contractors. Any public works bid received from a nonresident Contractor from a state that provides an in-state percentage bidding preference, a comparable percentage disadvantage must be applied to the bid of that nonresident Contractor. A nonresident Contractor from a state that provides a percentage bid preference means a Contractor that: a) is from a state that provides a percentage bid preference to its resident Contractors bidding on public works Contracts; and b) at the time of bidding on a public works project, does not have a physical office located in Washington.	I acknowledge
RECIPROCAL PREFERENCE FOR RESIDENT CONTRACTORS	B. The state of residence for a nonresident Contractor is the state in which the Contractor was incorporated or, if not a corporation, the state where the Contractor's business entity was formed. All nonresident Contractors will be evaluated for out of state Bidder preference. If the state of the nonresident Contractor provides an in-state Contractor preference, a comparable percentage disadvantage will be applied to their bid prior to Contract award.	I acknowledge

RECIPROCAL PREFERENCE FOR RESIDENT CONTRACTORS	C. This section does not apply to public works procured pursuant to RCW 39.04.155, 39.04.280, or any other procurement exempt from competitive bidding.	I acknowledge
LIQUIDATED DAMAGES	If the Work is not completed within the stated completion time, the Contractor agrees to pay to the City Liquidated Damages (LD's) in the amount of ZERO (\$0.00) for each and every day the Work remains uncompleted.	I acknowledge
CONTRACTOR CONTACT INFORMATION	Please indicate Name, Telephone Number and E-Mail address for person submitting this bid response.	Chuck Green (509) 244-2800, x408 chuckg@shamrockpaving.us
ADDITIONAL INFORMATION	If you have additional information/documents to submit, upload them here.	
INSURANCE	During the term of the contract, the Contractor shall maintain in force at its own expense, the below insurance coverage(s):	I acknowledge
a.	Worker's Compensation Insurance in compliance with RCW 51.12.020 which requires subject employers to provide worker's compensation coverage for their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.00;	I acknowledge
a.	General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000.00 for bodily injury and property damage. It shall include premise and operations, independent contractors, products and completed operations, personal injury liability, and contractual liability coverage for the indemnity provided under the contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under the contract;	I acknowledge
a. i.	Acceptable supplementary Umbrella insurance coverage, combined with the Contractor's General Liability Insurance policy must be a minimum of \$1,500,000.00 in order to meet the insurance coverages required under this Contract.	I acknowledge
c.	Property Insurance if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of the improvement. Hazard or XCU (Explosion, Collapse, Underground) Insurance should be provided if any hazard exists; and	I acknowledge
c.	Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000.00 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.	I acknowledge
INSURANCE	There shall be no cancellation, material change, reduction of limits or intent not to renew insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. The Contractor shall furnish acceptable Certificate(s) of Insurance to the City upon award determination. The certificate shall specify the City of Spokane as "additional insured" and all parties who are additional insured; as well as applicable policy endorsements and the deduction or retention level. Insuring companies or entities are subject to City acceptance.	I acknowledge
Terms & Conditions	Bidder accepts the Terms & Conditions of in accordance with the document so named in the 'Documents' tab. If bidder elects not to accept the Terms and Conditions as written and attached, the City may deem you non-responsive.	I acknowledge

PUBLIC WORKS REQUIREMENTS		
A.	The Scope of Work for this project constitutes a Public Work under state law. Contractors are warned to take into consideration statutory legal requirements, particularly, the payment of prevailing wages, payment/performance bonds and sales tax implications in making their bids. A BID BOND AND A PERFORMANCE BOND IS REQUIRED	I acknowledge
1	The Contractor shall furnish, at its sole expense, a performance and payment bond equal to one hundred percent (100%) of the contract price. The bond shall insure faithful and complete performance of the contract and payment of all obligations to laborers and material men arising from the Project. The bond shall be executed by a Surety company authorized to do business in Washington State, and shall remain in effect for one (1) year following final acceptance of the Work. Unless approved by the City, the Surety's name shall appear on the United States Treasury Department's list of authorized Sureties - Circular 570. On contracts of \$150,000 or less, in lieu of a surety bond, at the request of the Contractor, the City may retain ten percent (10%) of the contract price for a minimum of forty five (45) days following final acceptance, or until receipt of all releases and settlement of liens, whichever is later, in accord with RCW 39.08.010. Acknowledged	I acknowledge
B.	Prevailing Wage	Yes
1.	The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries (L & I).	I acknowledge



2.	<p>The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries:  <a href="https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx">https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx</a>.          Prevailing wages for all work performed pursuant to each work order must be the prevailing wage rates in effect at the beginning date for each contract year. On call contracts must have prevailing wage rates updated annually. Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of the unit priced contract. (RCW 35.22.620)          Upon the anniversary date of the contract, labor rates may be adjusted according to the revised prevailing wages adopted by the Department of Labor and Industries at that time. In order to calculate the change in prevailing wages due to the Contractor, the Contractor shall provide to the City of Spokane a breakdown of the fully loaded labor rates for each classification of labor including hourly wage rates, fringe benefits, overhead and profit. The City of Spokane shall not pay for any price escalation for overhead, profit, equipment, material, or any other costs except for changes in the prevailing wages. The revised prevailing wages shall be effective for any Work issued after the anniversary date of the contract. The basis of modified prevailing wage rates applicable for the contract shall be calculated and issued in writing by the City of Spokane, but such changes shall not be included in a change order. To the extent that the contract sum changes, a change order will be issued as appropriate.</p>	I acknowledge
C.	Apprenticeship	Yes
1.	If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid State prevailing journeyman wages.	I acknowledge
D.	Statement of Intent	Yes
1.	The Contractor and subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any work or payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Prior to payment of funds held under RCW 39.12.040, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician annually for all work completed within the previous twelve-month period of the unit priced contract (RCW 35.22.620).	I acknowledge
E.	Filing Fees	Yes
1.	The fee for the approval of 1) "Statements of Intent to Pay Prevailing Wages" and 2) "Affidavits of Wages Paid" is twenty dollars (\$20) for each form. The Contractor is responsible for payment of these fees and shall make all applications directly to L & I.	I acknowledge
F.	Department of Labor and Industries' Public Works and Prevailing Wage Training	Yes

1.	As of July 1, 2019 contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020 - indicate whether you are exempt, have taken the training or have not taken the training.	Exempt
BIDDER RESPONSIBILITY CRITERIA (MANDATORY).		
A	Before award, the Bidder must meet the following mandatory bidder responsibility criteria to be considered a responsible Bidder. The Bidder may be required by the Owner to submit documentation demonstrating compliance with the criteria. The Bidder must:	Yes
1	Have a current certificate of registration as a Contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of Bid submittal;	I acknowledge
2	Have a current Washington Unified Business Identifier (UBI) number;	I acknowledge
3	If applicable: Have Industrial Insurance (workers' compensation) coverage for the Bidder's employees working in Washington, as required in title 51 RCW;	I acknowledge
4	If applicable: Have a Washington Employment Security Department number, as required in title 50 RCW;	I acknowledge
5	If applicable: Have a Washington Department of Revenue state excise tax registration number, as required in title 82 RCW.	I acknowledge
6	Not be disqualified from bidding on any public works Contract under RCW 39.06.010 or 39.12.065(3).	I acknowledge
7	Before award of a public works Contract, the bidder under consideration for award of a public works project must submit to the public agency a sworn statement that they have not willfully violated wage payment laws within the past three years in order to be considered a responsible bidder. (See RCW 39.04.350 as modified by SSB 5301, Laws of 2017, ch. 258.). This form is titled "Certification of Compliance with Wage Payment Statutes". This form must be submitted upon request by City.	I acknowledge
8	Shall affirm and certify that they will not violate any local, state, or federal labor laws or standards during the course of performing work under the City Contract.	I acknowledge
9	Shall affirm and certify that the bidder will comply with and notify its principals and subcontractors of the provisions of the Spokane Fair Elections Code, chapter 01.07, SMC.	I acknowledge
BIDDER RESPONSIBILITY CRITERIA (SUPPLEMENTAL)		
1	Supplemental Bidder Responsibility Criteria will apply to this requirement. Bidder must meet the mandatory bidder responsibility criteria called out in City of Spokane Supplemental Bidder Responsibility Criteria Form to be considered a responsible bidder.	I acknowledge
2	Download "Supplemental Bidder Responsibility Criteria Form Work Experience Form" From The Bids Documents Tab, Complete And Upload Here	Supplemental Bidder Criteria.pdf
PROPRIETARY INFORMATION/PUBLIC DISCLOSURE		

1	All materials submitted to the City in response to this competitive procurement shall become the property of the City.	I Acknowledge
2	All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received or produced by a governmental entity are presumptively public records, and there are few exemptions. RCW Ch. 41.56.	I Acknowledge
3	When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as "PROPRIETARY INFORMATION." If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records.	I Acknowledge
4	The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response.	I acknowledge
CONTRACTOR RESPONSIBILITY		
#1	Provide Washington State Contractor's Registration No.	SHAMRPCO99LM
#2	Provide Contractor's U.B.I. Number	328-031-141
#3	Provide Contractor's Washington Employment Security Department Number	166243 00 2
#4	Provide Contractor's Washington Excise Tax Registration Number	91-0598512
#5	Provide Contractor's City of Spokane Business Registration Number	T12008193BUS
TECHNICAL REQUIREMENTS		
Performance	Unless otherwise stated, the Contractor shall obtain all required permits and will be responsible for the furnishing of labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary for the proper performance and completion of the described Work. The apparent silence or omission as to any detail of any Work to be done or materials to be furnished and required for the proper performance of the Work, shall be regarded as meaning that the best general practice is to prevail, and that material and workmanship of the best quality are to be used, and interpretation of the scope of work shall be made upon this basis.	I acknowledge
Scope of Work General	The Spokane Solid Waste Disposal, Waste To Energy Facility (WTEF) operates a 24-hour/365 day per year environment and works under aggressive deadlines and schedules that require suppliers to provide high service levels.	I acknowledge
Scope of Work General	The WTEF's Gates are open to Commercial Truck at 6:00A.M enabling access Commercial Scales. At 7:30A.M. access to "residential road" is granted the General Public enabling access to residential scales. The Commercial and Residential Scales Close at 5:00P.M. and the WTEF Gates Close at 5:30P.M.	No
Scope of Work General	The WTEF Administration Building Staff's office closes at 5:00P.M, and opens around 7:00A.M.	I acknowledge

Scope of Work General	WTEF Plant Personnel Shift Change Over takes place around 4:30A.M. to 6:30A.M. and at 4:30P.M. to 6:30P.M. Provided there is one access lane, be the entrance lane to WEFT or the exit lane from WTEF, that one access lane would be utilized for shift change.	I acknowledge
Scope of Work	Road construction: Includes but not limited to: saw cutting and excavation to the depth of materials to be placed as noted, subbase compaction, and sealing of the joints around the repair areas. Raising inbound and outbound road so that runoff is drained into new ash building. Curbing to be installed on east side of road to contain runoff. Fill to be added and compacted (Approx. 24 inches). Finished road is to have a 1% slope into the new ash building at both entry road and exit road. Total length of sloped road both entry and exit shall be 60 foot minimum. Entry road to be constructed will be approx. 20 feet by 160 feet. Exit road to be constructed will be approx. 35 feet by 100 feet.	I acknowledge
Scope of Work	Location: Entrance/Exit road to new ash building	I acknowledge
Scope of Work	Buildup and compaction to raise entry and exit road approximately 24 inches with 2" CSTC & 4" Hot-Mix Asphalt (HMA) Requirement for this location spans 20 feet wide and approx. 160 feet long on inbound road and about 35 feet wide by 100 feet long on exit end of new ash building.	I acknowledge
Scope of Work	Approx. 6700sf of new road	I acknowledge
Service Completion Timeline	Specify the standard number of calendar days required to complete projects from Notice to Proceed	30
Scope of Work	Start date: Estimated start would be around October 15, 2020. As building is now being constructed the final asphalt and approach shall be finished once all excavation is completed.	I acknowledge
Scope of Work	Traffic Control Labor: See General information above regarding hours when WTEF is open and closed	I acknowledge
Scope of Work Performance Hours	To enable cost effective determination to be made in regards performance times and Traffic Control Labor; Contractors' quotes shall provide two options if work was performed during normal day time operations, Monday through Friday, then after-hour operations (implied after 5:00PM), Monday Through Friday.	I acknowledge
BID		
BID PROPOSAL	Download the "BID PROPOSAL" from the bids Documents Tab, Complete And Upload Here.	Bid Proposal.pdf
Bid Offer	The price(s) listed on the pricing page of this project is tendered as an offer to furnish all labor, materials, equipment and supervision required to complete the proposed project in strict accordance with the contract documents.	I acknowledge
Withdrawal of Bid	The Contractor agrees that its Bid will NOT be withdrawn for a minimum of sixty (60) calendar days after the stated submittal date.	I acknowledge
Subcontractors	Download and complete the Subcontractor List in the "Documents" tab and upload it.	Subcontractor List under \$1M (3).docx
CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUS		

#1

The Contractor hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the contractor is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction. I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

I acknowledge

September 3, 2020

**ADDENDUM NO. 1  
PW ITB 5322-20**

**Road construction Services Spokane Solid Waste Disposal**

**MADATORY PRE-BID CONFERENCE.** A **mandatory** pre-bid conference was conducted on Thursday, September 3, 2020, at 10:00 AM, Pacific Local Time, at the Spokane Solid Waste Disposal, Waste To Energy Facility's Admin Office, 2900 S Geiger Blvd., Spokane WA, 99224

This Addendum is to distribute copy of the "sign-in sheet" as depicted below, and answer questions that were asked. A walk-down was also conducted.

**QUESTIONS,** The following questions were asked:

- 1) Question: When is the expected completion date?  
**Response: March 2021**
- 2) Question: When is the start date?  
**Response: Estimated Oct 1, 2020**
- 3) Question: Is an existing annual bid bond acceptable to City of Spokane for bond required?  
**Response: Yes that is acceptable. Upload existing annual bond in ProcureWare.**
- 4) Question: Will sprinkler piping need to be put back for watering purposes or just torn out?  
**Response: Sprinklers will need to be put back into service and fully functional.**
- 5) Question: Is there a main line for sprinklers or just lateral lines?  
**Response: Unknown.**
- 6) Question: What are approximate measurements for paving?  
**Response:**
  - Entry road to be constructed will be approx. 20 feet by 160 feet.
  - Ext road to be constructed will be approx. 35 feet by 100 feet.
  - Approximately 24 inches compacted fill.
- 7) Question: What are the specifications for the asphalt?  
**Response: 64H-28 CL 1/2" 100 Jiro**
- 8) Question: What are the specs for the crushed surface base course?  
**Response: 8" CSBC with 4" asphalt.**
- 9) Question: Will a protection barrier need to be placed around fire hose cabinet on the south end?  
**Response: Yes.**

It was reiterated that all communication between the Bidder and the City shall be via the "Clarification Tab" within ProcureWare. Any other communication will be considered unofficial and non-binding on the City, and the Clarification Deadline is 9/4/2020 by 5:00 PM

*Rick Rinderle*

Rick Rinderle  
Procurement Specialist

PLEASE NOTE: A SIGNED COPY OF THIS ADDENDUM MUST BE SUBMITTED WITH YOUR BID, OR THE BID MAY BE CONSIDERED NON-RESPONSIVE.

The undersigned acknowledges receipt of this Addendum.

Shamrock Paving, Inc.  
Company

*[Signature]*  
Signature

Copy of Sign In Sheet

PW ITB 5322-20 Road Construction Services Spokane Solid Waste Disposal			Sept 3, 2020 10:00AM Local Pacific Local Time
Company Name	Individual's Printed Name	Signature	Email address
COS WTE	Forrest McKinney	<i>[Signature]</i>	FMckinney@spokaneCity.org
Red Diamond	Kim Long	<i>[Signature]</i>	KimL@diamondacp.com
NNAC	Greg Ramiger	<i>[Signature]</i>	greg.ramiger@nnacinc.com
AM Landscaper	Justin Lorr	<i>[Signature]</i>	Justin@amlandscaper.com
" "	Tye Mcbee	<i>[Signature]</i>	tye@amlandscaper.com
SHAMROCK PAVING	CHUCK GREEN	<i>[Signature]</i>	CHUCK@SHAMROCKPAVING.US

## ATTACHMENT A – SUPPLEMENTAL RESPONSIBLE BIDDER CRITERIA

Project Name: <b>Road construction Services Spokane Solid Waste Disposal</b>	
Project # PW ITB 5322-20	
<b>Part A: General Company Information</b>	
Company Name Shamrock Paving, Inc.	
Address PO Box 19263, Spokane, WA 99219	
Contact Name and Title Chuck Green, Chief Estimator	
Contact Phone 509 244-2800	Contact E-mail chuckg@shamrockpaving.us
Years in business as a Prime Contractor 36	Years in business as a sub-contractor 36
Years in business under present Name 36	
List any former company names under which the company, its owners, and/or its principals has operated in the past five (5) years	
Explain reason for name change(s) in the past five (5) years	
<b>Part B: Work Experience</b>	
If the request for bids has project specific criteria, including work experience, list at least the requested number of projects completed within the required time frame on the attached Project Experience form which are similar in type, size and scope of work required for this project	
<b>Part C: Performance Evaluation</b>	
Under past or present names does the bidder have a history of receiving "deficient" or "inadequate" evaluations on two (2) or more contracts from the City or other municipalities or another governmental agency on a public works project within the last five (5) years?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes" attach a separate, signed / dated statement listing the projects and an explanation.	
<b>Part D: Record of Debarment / Disqualification</b>	
Has the bidder (including the primary contractor, any firm with which any of the primary contractor's owners, officers, or partners was associated) been debarred, disqualified, removed or has been otherwise prevented from bidding on, or completing any governmental agency or public works projects, including debarment by the federal, state or other municipal government during the last five (5) years?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes", attach a separate signed / dated statement listing any debarments, disqualifications, removal, etc. from any governmental public works project and the basis for the action.	
<b>Part E: Safety</b>	
In the last five (5) years, has the bidder received willful or repeat violations of safety or health regulations by the OSHA or other agencies responsible for safety oversight?	
The Contractor shall submit safety records for the past three (3) years including OSHA 300A logs, recordable incidents, lost time accident statistics, EMR rating, OSHA type violations and NAICS code. The Contractor shall submit a list of any work activities previously performed at the City of Spokane WTEF. It is expected the contractor will have an EMR rating <1, OSHA recordable rate below industry average and no OSHA Violations for the past 3 years.	



<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p>If "Yes," attach a separate signed /dated statement describing each willful or repeat violation, including information about the dates and nature of the violations, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed and a decision has been issued, state the case number and the date of the decision.</p>
<p><b>Part F: Environmental</b></p>
<p>In the last five (5) years, has the bidder received serious citations from government environmental enforcement agencies on projects for which the bidder was the contractor?</p>
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p>If "Yes," attach a separate signed / dated statement describing each serious citation, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed and a decision has been issued, state the case number and the date of the decision.</p>
<p><b>Part G: Discrimination</b></p>
<p>Has the bidder or any of its owners, officers or partners been found guilty of violating or failing to comply with discrimination laws in contracting, employment or provision of public services?</p>
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p>If "Yes", attach a separate signed / dated statement identifying the type of violation, who was involved, the name of the public agency, year of the investigation, the resolution in court or administrative process, and the grounds for the findings.</p>
<p><b>Part H: Litigation</b></p>
<p>Has the bidder been involved in lawsuits (or arbitrations for those instances where arbitration is completed in lieu of a lawsuit) with judgments entered against the bidder for failure to meet terms on contracts in the previous five (5) years?</p>
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p>If "Yes", attach a list of lawsuits and/or arbitrations with judgments / arbitration awards entered against the bidder along with a written explanation of the circumstances surrounding each lawsuit and/or arbitration. The City will evaluate the explanations to determine whether the lawsuits and/or arbitrations demonstrate a pattern of failing to meeting terms of conditions of contracts, unless there are extenuating circumstances acceptable to the City in its sole discretion.</p>
<p><b>Part I: Delinquent State Taxes</b></p>
<p>Does the bidder owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department before the date of contract award?</p>
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p>If "Yes", attach a separate signed / dated statement describing the circumstances and stating that the bidder is not on the Washington State Department of Revenue's "Delinquent Taxpayer List".</p>
<p><b>Part J: Subcontractor Responsibility</b></p>
<p>Does the bidder's standard subcontract form include the subcontractor language required by RCW 39.06.020? Does the bidder have an established procedure which it uses to validate the responsibility of</p>

each of its subcontractor? Does the subcontract form require that each of the bidder's subcontractors have and document a similar procedure for sub-tier subcontractors?

☒ Yes      ☐ No

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

**Part K:**

☐ Yes      ☐ No

**Signature**

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

9/11/2020

Signature of Authorized Representative

Date

Scott Willms

General Manager

Printed Name of Authorized Representative

Title

## BID PROPOSAL

**PROJECT:** PW ITB 5322-20 Road Construction Services Spokane Solid Waste Disposal

### BIDDER'S DECLARATION.

The undersigned firm has read and understands the specifications for the above project and proposes to do the described work.

To enable cost effective determination to be made in regards performance times and Traffic Control Labor; Contractors' quotes shall provide two options if work was performed during normal day time operations, Monday through Friday, then after-hour operations (implied after 5:00PM), Monday Through Friday.

### BID OFFER.

The price(s) listed in this bid proposal is tendered as an offer to obtain all required permits and will be responsible for the furnishing of labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs required to complete the proposed project in strict accordance with the contract documents. The bidder proposes to do the project at the following price:

#### Option 1A. Labor Cost (Normal day time operations, Monday through Friday)

Bid Item No.	Description	Est # of Hours	Labor Class	Hourly Rate for time frames work must be performed	# of People	Total Labor
1	<b>Road construction:</b> Location: New Entrance/Exit road to new ash building WTE plant	433	Laborers Operators Teamsters	\$60.00	8	\$25,980.00
Contractor's Hours Comprising Normal Day Time Operations				7:00 AM to 5:00 PM		

#### Option 1B. Labor Cost After-hour operations (implied after 5:00PM), Monday through Friday.

Bid Item No.	Description	Est # of Hours	Labor Class	Hourly Rate for time frames work must be performed	# of People	Total Labor
1	<b>Road construction:</b> Location: New Entrance/Exit road to new ash building WTE plant	433	Laborers Operators Teamsters	\$90.00	8	\$38,970.00
Contractor's Hours Comprising After Hour Operations				5:00PM to ____ M		

## 2. Bill of Material plus Cost

Contractor must provide a materials price breakdown on an item by item basis

Bid Item No.	Description	SY & LF Quantity	Unit Price	Extended Price
Fill Material	<b>Road construction:</b> Location: New Entrance/Exit road to new ash building WTE plant	<u>890</u> SY	\$ <u>40.73</u> SY	\$36,249.70
New Asphalt	<b>Road construction:</b> Location: New Entrance/Exit road to new ash building WTE plant	<u>7,200</u> SF	\$ <u>4.19</u> SF	\$30,168.00

## 3. Mobilization

\$ 5,000.00

### Normal Operation Hours Option

<b>Extended Not To Exceed Total Based On Normal Day Time Operations</b> ***All-inclusive cost***	
<b>Contractor's Hours Comprising Normal Day Time Operations:</b>	<u>7:00</u> A.M to <u>5:00</u> P.M.
Total Labor Cost Normal Operation Hours	25,980.00
Total Extended Material Cost	66,417.70
Total Mobilization Cost	5,000.00
Sub Total	97,397.70
Applicable Tax (Rate 8.9%)	8,668.40
<b>Overall Extended Total Normal Operations</b>	106,066.10

### After Normal Operation Hours Option

<b>Extended Not To Exceed Total Based On After Normal Hours</b> (Implied After 5:00P.M.) *** All Inclusive Cost***	
<b>Contractor's Hours Comprising Normal Day Time Operations:</b>	5:00P.M. to <u>7:00</u> A.M.
Total Labor Cost After Normal Operation Hours	38,970.00
Total Extended Material Cost	66,417.70
Total Mobilization Cost	5,000.00
Sub Total	110,387.70
Applicable Tax (Rate 8.9%)	9,824.51
<b>Overall Extended Total After Normal Operations</b>	120,212.21

**ADDENDA.**

The undersigned acknowledges receipt of addenda number(s) 1 and agrees that their requirements have been included in this bid proposal.

**BIDDER RESPONSIBILITY.**

Washington State Contractor's Registration No. SHAMRPCO99LM  
(must be in effect at time of bid submittal)

U.B.I. Number 328-031-141

Washington Employment Security Department Number 166243 00 2

Washington Excise Tax Registration Number 91-0598512

City of Spokane Business License Number T12008193BUS  
(The successful bidder and all subcontractors shall be licensed or have applied for a license to do business in the City of Spokane prior to proceeding with the proposed project.)

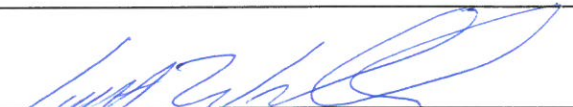
**BID SECURITY.**

A bid security in the amount of FIVE PERCENT (5%) of the total project bid as indicated above, is attached to this bid proposal. If the bidder is awarded the contract and fails to enter into a construction contract and/or furnish payment / performance bond(s) and proof of insurance within the required time period, the bid security shall be forfeited to the City of Spokane.

**NON-COLLUSION.**

The undersigned authorized representative of the undersigned firm, being first sworn on oath, certifies that the firm has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this bid proposal is submitted.

Name of Bidder: Shamrock Paving, Inc.

  
\_\_\_\_\_  
Signature of Bidder's Authorized Representative

Scott Willms, General Manager  
\_\_\_\_\_  
Title

PO Box 19263, Spokane, WA 99219  
\_\_\_\_\_  
Address

509 244-2800  
\_\_\_\_\_  
Phone

**IF INDIVIDUAL**

Signed and Sworn To (or Affirmed) Before Me On \_\_\_\_\_



date

(Seal Or Stamp)

\_\_\_\_\_  
*Signature of Notary Public*

My appointment expires \_\_\_\_\_

**IF PARTNERSHIP**

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the partner(s) of the bidder, a partnership, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

Signed and Sworn To (or Affirmed) Before Me On \_\_\_\_\_  
date

(Seal Or Stamp)

\_\_\_\_\_  
*Signature of Notary Public*

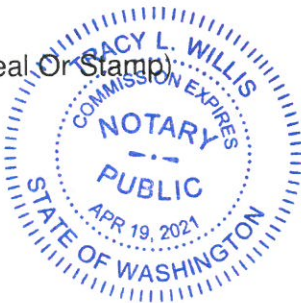
My appointment expires \_\_\_\_\_

**IF CORPORATION**

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the representative of the bidder, a corporation, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

Signed and Sworn To (or Affirmed) Before Me On 9/11/2020  
date

(Seal Or Stamp)



*Tracy Willis*  
\_\_\_\_\_  
*Signature of Notary Public*

My appointment expires 4/19/2021

ANNUAL BID BOND

WE, Shamrock Paving, Inc. as principal and Liberty Mutual Insurance Company, as surety, are held and firmly bound unto the CITY OF SPOKANE, a Washington State municipal corporation, in the sum of THREE MILLION AND NO/100 DOLLARS (\$3,000,000.00), for the payment of which we jointly and severally bind ourselves, and our assigns, successors, and legal representatives.

## THE CONDITIONS OF THE OBLIGATION ARE:

The Principal may be submitting bids/proposals for furnishing supplies, material, equipment and/or work to the City of Spokane; and desires that its submitted bids be covered by an annual bid bond instead of a separate bid bond for each bid.

If the City of Spokane makes timely award to the Principal according to the terms of the Principal's bid/proposal; and the Principal, within the specified time, executes the proposed agreement and furnishes performance and payment bond(s), as required, then this obligation shall be null and void.

If the Principal fails to execute the proposed agreement and furnish the required bond(s) within the specified time, the Principal, or the Surety if the Principal is unable to perform, shall pay to the City of Spokane the bid bond sum shown in the individual bid as liquidated damages; provided, that the liability of the Surety is limited to no more than \$3,000,000.00 under this bond at any one time.

This bond shall take effect on January 1, 2020 and run for a term of one (1) year thereafter.

SIGNED AND SEALED on December 6, 2019

Shamrock Paving, Inc.,  
As Principal

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

\*A valid POWER OF ATTORNEY for the surety's agent must accompany this bond.

Liberty Mutual Insurance Company,  
As Surety\*

By: \_\_\_\_\_  
Its Attorney in Fact      Jamie L. Marques

STATE OF WASHINGTON )

) SS.

County of Pierce )

I certify that I know or have satisfactory evidence that Jamie L. Marques, Attorney-in-Fact  
 signed this document; on oath stated that he/she was  
authorized to sign the document and acknowledged it as the agent or representative of the  
named surety company which is authorized to do business in the State of Washington, for  
the uses and purposes mentioned in this document.

Dated on December 6, 2019

Carley J. Espiritu  
Notary Public in and for the State of  
Washington, residing in Bonney Lake

My appointment expires 04/30/2022

Approved as to form:

Assistant City Attorney



ANNUAL BID BOND

WE, Shamrock Paving, Inc. as principal and Liberty Mutual Insurance Company, as surety, are held and firmly bound unto the CITY OF SPOKANE, a Washington State municipal corporation, in the sum of THREE MILLION AND NO/100 DOLLARS (\$3,000,000.00), for the payment of which we jointly and severally bind ourselves, and our assigns, successors, and legal representatives.

## THE CONDITIONS OF THE OBLIGATION ARE:

The Principal may be submitting bids/proposals for furnishing supplies, material, equipment and/or work to the City of Spokane; and desires that its submitted bids be covered by an annual bid bond instead of a separate bid bond for each bid.


If the City of Spokane makes timely award to the Principal according to the terms of the Principal's bid/proposal; and the Principal, within the specified time, executes the proposed agreement and furnishes performance and payment bond(s), as required, then this obligation shall be null and void.

If the Principal fails to execute the proposed agreement and furnish the required bond(s) within the specified time, the Principal, or the Surety if the Principal is unable to perform, shall pay to the City of Spokane the bid bond sum shown in the individual bid as liquidated damages; provided, that the liability of the Surety is limited to no more than \$3,000,000.00 under this bond at any one time.

This bond shall take effect on January 1, 2020 and run for a term of one (1) year thereafter.

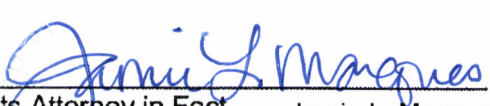
SIGNED AND SEALED on December 6, 2019

Shamrock Paving, Inc.  
As Principal

By:   
Title: GENERAL MANAGER

\*A valid POWER OF ATTORNEY for the surety's agent must accompany this bond.

Liberty Mutual Insurance Company  
As Surety\*

By:   
Its Attorney in Fact Jamie L. Marques

STATE OF WASHINGTON )

) SS.

County of Pierce )

I certify that I know or have satisfactory evidence that Jamie L. Marques, Attorney-in-Fact  
\_\_\_\_\_ signed this document; on oath stated that he/she was  
authorized to sign the document and acknowledged it as the agent or representative of the  
named surety company which is authorized to do business in the State of Washington, for  
the uses and purposes mentioned in this document.

Dated on December 6, 2019

Carley J. Espiritu  
Notary Public in and for the State of  
Washington, residing in Bonney Lake

My appointment expires 04/30/2022

Approved as to form:

  
Assistant City Attorney





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: **8200930-023049**

## POWER OF ATTORNEY

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Holli Albers, Heather L. Allen, James B. Binder, Brandon K. Bush, Carley Espiritu, Jacob T. Haddock, Diane M. Harding, Brent E. Heilesen, Kyle Joseph Howat, Cynthia L. Jay, Aliceon A. Keltner, Christopher Kinyon, Michael S. Mansfield, Jamie L. Marques, Erica E. Mosley, Annelies M. Richie, Sara Sophie Sellin, Donald Percell Shanklin, Jr., Karen C. Swanson, Misti M. Webb, Eric A. Zimmerman

all of the city of Tacoma state of Washington each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

**IN WITNESS WHEREOF,** this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 17th day of April, 2019.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 17th day of April, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**IN WITNESS WHEREOF,** I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

### ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and affixed the seals of said Companies this 6th day of December, 2019.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

## SUBCONTRACTOR LIST

PROJECT NAME: Shamrock Paving, Inc.

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

**CONTRACTOR/SUPPLIER** None

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

AMOUNT \_\_\_\_\_

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

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

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

AMOUNT \_\_\_\_\_

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

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

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

AMOUNT \_\_\_\_\_

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

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

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

AMOUNT \_\_\_\_\_

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

\_\_\_\_\_ NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT



**Agenda Sheet for City Council Meeting of:**  
10/05/2020

<b>Date Rec'd</b>	9/23/2020
<b>Clerk's File #</b>	OPR 2016-0913
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	RFP 4303-16
<b>Requisition #</b>	CR 21961

<b>Submitting Dept</b>	SOLID WASTE DISPOSAL
<b>Contact Name/Phone</b>	CHRIS AVERYT 625-6540
<b>Contact E-Mail</b>	CAVERYT@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	4490 CONTRACT FOR OFFSITE REBUILD OF HYDRAULIC/PNEUMATIC CYLINDERS

**Agenda Wording**

Contract extension with cost for Hydrotech Generator Repair Plus, Inc. of Spokane Valley, WA, for the off-site rebuilding of hydraulic and pneumatic cylinders from Jan. 1, 2021 through Dec. 31, 2021 with a cost not to exceed \$100,000.00 incl. tax.

**Summary (Background)**

The WTE uses various hydraulic and pneumatic cylinders throughout the facility. Rebuilding these cylinders with OEM parts extends their life and is more cost effective than purchasing all new cylinders. On Pctpber pf 2016, the contract for these services was awarded to Hydrotech Generator Repair Plus, Inc. dba Hydraulics Plus. The initial term was for one year with the option to extend for four (4) additional one-year periods. This is the last of those extensions. Rates to remain unchanged.

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

Expense	\$ 100,000.00	# 4490-44100-37148-54803-34002
Select	\$	#
Select	\$	#
Select	\$	#

**Approvals**

<b><u>Dept Head</u></b>	AVERYT, CHRIS	<b><u>Study Session\Other</u></b>	PIES 9/28/20
<b><u>Division Director</u></b>	SIMMONS, SCOTT M.	<b><u>Council Sponsor</u></b>	CP Beggs
<b><u>Finance</u></b>	ALBIN-MOORE, ANGELA	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	ODLE, MARI		mdorgan@spokanecity.org
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL		jsalstrom@spokanecity.org
<b><u>Additional Approvals</u></b>			tprince@spokanecity.org
<b><u>Purchasing</u></b>	PRINCE, THEA		rrinderle@spokanecity.org
			lroberts@spokanecity.org Loretta Roberts, President

## Briefing Paper

### Public Infrastructure, Environment and Sustainability Committee

<b>Division &amp; Department:</b>	Public Works Division; Solid Waste Disposal
<b>Subject:</b>	Extension to Contract for Offsite Hydraulic and Pneumatic Cylinder Rebuilding.
<b>Date:</b>	September 28, 2020
<b>Contact (email &amp; phone):</b>	Chris Averyt, caveryt@spokanecity.org, 625-6540
<b>City Council Sponsor:</b>	Breean Beggs, City Council President
<b>Executive Sponsor:</b>	Scott Simmons, Public Works Director
<b>Committee(s) Impacted:</b>	Public Infrastructure, Environment and Sustainability Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	Innovative Infrastructure-Sustainability of the WTE Operations
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Council approval to extend the contract for cylinder rebuilding to allow the WTE Facility to continue uninterrupted operations at a lower cost than replacing the cylinders.
<b>Background/History:</b> <p>The WTE uses various hydraulic and pneumatic cylinders throughout the facility. Rebuilding these cylinders with OEM parts extends their life and is more cost effective than purchasing all new cylinders.</p> <p>In October of 2016, RFP #4303-16 responses were received for these services and Hydrotech Generator Repair Plus, Inc., dba Hydraulics Plus, of Spokane Valley, was awarded the contract. The initial term was one year with the option to extend for four (4) additional one-year periods. This will be the third of those extensions. The contract term will be from January 1, 2020 to December 31, 2020 with an annual cost of \$100,000.00 including taxes.</p>	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>Extension #4 of 4 for rebuilding of hydraulic and pneumatic cylinders at the WTE Facility.</li> <li>Repairs done off-site with OEM parts only.</li> <li>Contract term from January 1, 2021 through December 31, 2021.</li> <li>Annual cost not to exceed \$100,000.00 including taxes.</li> <li>Pricing to remain unchanged for the 2021 extension.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input 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.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

# 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:** Solid Waste Disposal

**Approving Supervisor:** Chris Averyt

**Amount of Proposed Expenditure:** \$100,000.00

**Funding Source:** SWD Budget: 4490-44100-37148-54803-34002

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

**Why is this expenditure necessary now?**

The WTE uses various hydraulic and pneumatic cylinders throughout the facility. Having the ability to rebuild them with OEM parts extends their life and is more cost effective than purchasing new cylinders.

**What are the impacts if expenses are deferred?**

If deferred, not only would more costly replacement cylinders need purchased, but unplanned failures could result as well.

**What alternative resources have been considered?**

The only alternative would be to purchase new cylinders, rather than rebuilding the existing ones. This would result in significant up front costs but less maintenance costs initially.

**Description of the goods or service and any additional information?**

This is for the last of four (4) one-year renewals of OPR 2016-0913 with Hydrotech Generator Repair Plus, Inc. dba Hydraulics Plus. It would commence on January 1, 2021 and run through December 31, 2021. It is an annual reoccurring expenditure that was budgeted for in 2021.

**Person Submitting Form/Contact:** Michelle Dorgan X6555

**FINANCE SIGNATURE:**

DocuSigned by:

Tonya Wallace

CBC812B631244E9...

**CITY ADMINISTRATOR SIGNATURE:**

DocuSigned by:

[Signature]

9C36E3376992442...





**City of Spokane**

**CONTRACT EXTENSION 4 OF 4  
WITH COST**

**Title: OFF-SITE REBUILD OF  
HYDRAULIC AND PNEUMATIC CYLINDERS**

This Contract Extension including additional compensation is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **HYDROTECH GENERATOR REPAIR PLUS, INC. (d/b/a HYDRAULICS PLUS, INC.)**, whose address is 5507 East Broadway Avenue, 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 for the City **Off-Site Rebuild Of Hydraulic and Pneumatic Cylinders with OEM Parts Only**; and*

*WHEREAS, the initial contract provided for 4 additional one-year extensions, with this being the 4<sup>th</sup> of those extensions.*

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

**1. CONTRACT DOCUMENTS.**

The Contract, dated December 22, 2016, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Extension shall become effective on January 1, 2021.

**3. EXTENSION.**

The contract documents are hereby extended and shall run through December 31, 2021.

**4. COMPENSATION.**

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



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

**HYDROTECH GENERATOR REPAIR PLUS, INC.    CITY OF SPOKANE**  
**(d/b/a HYDRAULICS PLUS, INC.)**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

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

Approved as to form:

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



**Agenda Sheet for City Council Meeting of:**  
10/05/2020

<b>Date Rec'd</b>	9/23/2020
<b>Clerk's File #</b>	OPR 2019-0956
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	PW ITB 5098-19
<b>Requisition #</b>	CR 21959

<b>Submitting Dept</b>	SOLID WASTE DISPOSAL
<b>Contact Name/Phone</b>	CHRIS AVERYT 625-6540
<b>Contact E-Mail</b>	CAVERYT@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	4490 CONTRACT RENEWAL FOR VACUUM SUPPORT SERVICES AT THE WTE

**Agenda Wording**

Contract Renewal with Big Sky Industrial of Spokane, WA, for vacuum support services at the Waste to Energy Facility. Renewal term beginning on Jan. 1, 2021 through Dec. 31, 2021 for a cost not to exceed \$110,000.00 including tax.

**Summary (Background)**

During maintenance outages at the WTE, sandblasting is done throughout the boilers to clean the surface of the tubes. Vacuum services are needed for removal of the sandblast sand. Big Sky Industrial was the only response received to PW ITB 5098-19 for these services and was awarded an initial contract from Jan. 1, 2020 through Dec. 31, 2020 for \$110,000.00 with the option of four (4) additional one year renewals. This is the first of those renewals. Rates to remain unchanged.

<b><u>Fiscal Impact</u></b>	Grant related? NO Public Works? YES	<b><u>Budget Account</u></b>
Expense	\$ \$110,000.00	# 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 9/28/20
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Council Sponsor</u>	CP 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	rrinderle@spokanecity.org	
		perry@bigsky.pro, Perry Skogstad, Vice President	

## Briefing Paper

### Public Infrastructure, Environment and Sustainability Committee

<b>Division &amp; Department:</b>	Public Works Division; Solid Waste Disposal
<b>Subject:</b>	Contract for Vacuum Support Services at the WTE
<b>Date:</b>	
<b>Contact (email &amp; phone):</b>	Chris Averyt, caveryt@spokanecity.org, 625-6540
<b>City Council Sponsor:</b>	Breean Beggs, City Council President
<b>Executive Sponsor:</b>	Scott Simmons, Public Works Director
<b>Committee(s) Impacted:</b>	Public Infrastructure, Environment and Sustainability Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b>	
<b>Strategic Initiative:</b>	Innovative Infrastructure-Sustainability of the WTE Operations
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Council approval of contract with Big Sky Industrial for vacuuming services that will allow maintenance work to be completed in a clean and environmentally conscious manner.
<b>Background/History:</b> <p>During maintenance outages at the WTE Facility, sandblasting is done throughout the boiler to clean the surface of the tubes. Vacuum support services are needed for vacuuming the sandblast sand and cleanup of various levels after sandblasting is complete.</p> <p>Also required is the vacuuming of sump and water jet transfer line in the ash house and vacuuming of the carbon room and overflow areas, as well as water wash of air cooled condensers. All work must be done with no vacuum exhaust being released outside the building. All vacuum materials will be disposed on site at the Waste to Energy facility.</p> <p>On September 30, 2019 bidding closed on PW ITB 5098-19 for these services and Big Sky Industrial of Spokane, WA was the only response received. The initial contract was from January 1, 2020 through December 31, 2020 with the option of four (4) additional one-year renewals. This will be the first of those renewals from January 1, 2021 through December 31, 2021 with an annual cost not to exceed \$110,000.00 including tax.</p>	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>Contract renewal #1 of 4 with Big Sky Industrial for Vacuum Support Services at the WTE per their response to PW ITB 5098-19.</li> <li>Includes vacuuming of sandblast material, sump and water jet transfer lines, overflow areas and water washing of air cooled condensers.</li> <li>Annual estimated cost of the renewal is \$110,000.00.</li> <li>Term of the extension will run from January 1, 2021 through December 31, 2021.</li> <li>Rates to remain the same for this renewal.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input 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.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

# Expenditure Control Form



1. All requests being made must be accompanied by this form.
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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:** Solid Waste Disposal

**Approving Supervisor:** Chris Averyt

**Amount of Proposed Expenditure:** \$110,000.00

**Funding Source:** SWD Budget: 4490-44100-37148-54803-34002

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

**Why is this expenditure necessary now?**

Vacuum support services are required to clean up sandblasting material and other vacuuming needs during scheduled maintenance outages at the WTE facility which occur semi-annually in the spring and fall.

**What are the impacts if expenses are deferred?**

Without scheduled maintenance at the facility, unplanned outages will occur and will result in costly repairs and a loss in electrical revenues.

**What alternative resources have been considered?**

There are no known alternative resources as it requires specialized, trailer-mounted equipment that the City does not possess.

**Description of the goods or service and any additional information?**

This is for the first of four (4) one-year renewals of OPR 2019-0956 with Big Sky Industrial for vacuum support services. It would commence on January 1, 2021 and run through December 31, 2021. It is an annual reoccurring expenditure that was budgeted for in 2021.

**Person Submitting Form/Contact:** Michelle Dorgan

**FINANCE SIGNATURE:**

DocuSigned by:

*Tonya Wallace*

CBC812B631244E9...

**CITY ADMINISTRATOR SIGNATURE:**

DocuSigned by:

*[Signature]*

9090E0070092442...



**City of Spokane**  
**CONTRACT RENEWAL**  
**1 OF 4**  
**Title: VACUUM SUPPORT SERVICES**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **WWSS ASSOCIATES, INC. d/b/a BIG SKY INDUSTRIAL**, whose address is 9711 West Euclid Road, Spokane, Washington 99224 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein the Contractor agreed to perform Vacuum Support Services for the City; and*

*WHEREAS, the original Contract provided for 4 additional one-year renewals, with this being the 1st of those renewals; and*

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

**1. CONTRACT DOCUMENTS.**

The original Contract, dated November 25, 2019, 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 January 1, 2021 and shall run through December 31, 2021.

**3. COMPENSATION.**

The City shall pay an estimated maximum annual cost not to exceed **ONE HUNDRED TEN THOUSAND AND 00/100 (\$110,000.00)** for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

**4. DEBARMENT AND SUSPENSION.**

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

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

**WWSS ASSOCIATES, INC.**  
**d/b/a BIG SKY INDUSTRIAL**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

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

Approved as to form:

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

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

20-151

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

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

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

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

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



# Agenda Sheet for City Council Meeting of: 10/05/2020

<b>Date Rec'd</b>	9/23/2020
<b>Clerk's File #</b>	OPR 2019-0957
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	PW ITB 5133-19
<b>Requisition #</b>	CR 21958

<b>Submitting Dept</b>	SOLID WASTE DISPOSAL
<b>Contact Name/Phone</b>	CHRIS AVERYT 625-6540
<b>Contact E-Mail</b>	CAVERYT@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	4490 CONTRACT RENEWAL FOR ONSITE VALVE REPAIRS AT THE WTE

## **Agenda Wording**

Contract Renewal with Bay Valve Service, LLC, of Longview, WA, for onsite valve repair services at the Waste to Energy Facility. Renewal will span from January 1, 2021 through December 31, 2021 with a cost not to exceed \$300,000.00 including tax.

## **Summary (Background)**

The WTE Facility has many valves that are critical to the operation of the plant. On-site maintenance is required for safe and efficient operation. A valve failure could result in a plant shutdown. In 2019 Bay Valve Service, LLC was the only response received to PW ITB 5133-19 for these services. The initial contract was from Jan.1, 2020 through Dec. 31, 2020 for \$300,000.00 with the option of four (4) additional one year renewals. This is the first of those renewals. Rates to remain unchanged.

<b>Fiscal Impact</b>	Grant related? NO	<b>Budget Account</b>
	Public Works? YES	
Expense	\$ \$300,000.00	# 4490-44100-37148-54803-34002
Select	\$	#
Select	\$	#
Select	\$	#

<b>Approvals</b>	<b>Council Notifications</b>
<b>Dept Head</b>	<b>Study Session\Other</b>
AVERYT, CHRIS	PIES 9/28/20
<b>Division Director</b>	<b>Council Sponsor</b>
SIMMONS, SCOTT M.	CP Beggs
<b>Finance</b>	<b>Distribution List</b>
ALBIN-MOORE, ANGELA	
<b>Legal</b>	mdorgan@spokanecity.org
ODLE, MARI	
<b>For the Mayor</b>	jsalstrom@spokanecity.org
ORMSBY, MICHAEL	
<b>Additional Approvals</b>	tprince@spokanecity.org
<b>Purchasing</b>	rrinderle@spokanecity.org
PRINCE, THEA	
	mdombek@iss-na.com, Mike Dombek, Branch Mgr.



## Briefing Paper

### Public Infrastructure, Environment and Sustainability Committee

<b>Division &amp; Department:</b>	Public Works Division; Solid Waste Disposal
<b>Subject:</b>	On-site Valve Repair Services at the WTE
<b>Date:</b>	September 28, 2020
<b>Contact (email &amp; phone):</b>	Chris Averyt, caveryt@spokanecity.org, 625-6540
<b>City Council Sponsor:</b>	Breean Beggs, City Council President
<b>Executive Sponsor:</b>	Scott Simmons, Public Works Director
<b>Committee(s) Impacted:</b>	Public Infrastructure, Environment and Sustainability Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	Innovative Infrastructure-Sustainability of the WTE Operations
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Council approval for on-site valve repairs; without which the WTE facility would not be able to continue uninterrupted operations.

**Background/History:**

The Waste to Energy Facility has many types of valves which are critical to the operation of the plant. On-site maintenance is required for safe and efficient operation. Any number of valve failures could result in a plant shutdown.

On September 30, 2019 bidding closed to PW ITB 5133-19 for these valve repair services and Bay Valve Service, LLC of Longview, WA was the only response received. The initial contract was from January 1, 2020 through December 31, 2020 with a cost not to exceed \$300,000.00 with the option of four (4) additional one-year contract periods. This will be the first renewal spanning from January 1, 2021 through December 31, 2021 for a total cost not to exceed \$300,000.00.

**Executive Summary:**

- Contract renewal 1 of 4 for on-site valve repairs, which are critical to the operation of the WTE Facility.
- PW ITB 5133-19 for these services was issued and Bay Valve Service, LLC. was the only response received.
- Contract renewal term from January 1, 2021 through December 31, 2021.
- Annual cost not to exceed \$300,000.00 including tax.
- Rates to remain unchanged from original bid in 2021.

**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:

Type of expenditure:

Goods



Services



Department: Solid Waste Disposal

Approving Supervisor: Chris Averyt

Amount of Proposed Expenditure: \$300,000.00

Funding Source: SWD Budget: 4490-44100-37148-54803-34002

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

**Why is this expenditure necessary now?**

This is for as-needed valve repair services at the Waste to Energy Facility. The ability to respond quickly to needed repairs is necessary to keep the facility running without interruption.

**What are the impacts if expenses are deferred?**

If deferred, needed maintenance and repairs on the valves would not be possible and would likely result in an unplanned shutdown of the plant, incurring even more costly repairs and the loss of electrical revenues.

**What alternative resources have been considered?**

Basic maintenance and operation of the valves is performed by WTE staff, but the more complex repairs needs done by a specialized crew. There are no known alternative resources for this service.

**Description of the goods or service and any additional information?**

This is for the first of four (4) one-year renewals of OPR 2019-0957 with Bay Valve Services that supports any as-needed valve repairs and maintenance required at the WTE Facility. It would commence on January 1, 2021 and run through December 31, 2021. It is an annual reoccurring expenditure that was budgeted for in 2021.

Person Submitting Form/Contact: Michelle Dorgan X6555

FINANCE SIGNATURE:

DocuSigned by:

Tonya Wallace

CBC812B631244E9...

CITY ADMINISTRATOR SIGNATURE:

DocuSigned by:

[Signature]

9C36E3376992442...



**City of Spokane**  
**CONTRACT RENEWAL**  
**1 OF 4**  
**Title: ON-SITE VALVE REPAIR SERVICES**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **BAY VALVE SERVICE, LLC**, whose address is 213 Douglas Street, Longview, Washington 98632 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein the Contractor agreed to perform On-Site Valve Repair Services for the City; and*

*WHEREAS, the original Contract provided for 4 additional one-year renewals, with this being the 1st of those renewals; and*

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

**1. CONTRACT DOCUMENTS.**

The original Contract, dated November 7, 2019 and November 20, 2019, 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 January 1, 2021 and shall run through December 31, 2021.

**3. COMPENSATION.**

The City shall pay an estimated maximum annual cost not to exceed **THREE HUNDRED THOUSAND AND 00/100 (\$300,000.00)** for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

**4. DEBARMENT AND SUSPENSION.**

The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or

ineligible from participation in Federal Assistance Programs under Executive Order 12549 and “Debarment and Suspension”, codified at 29 CFR part 98.

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

**BAY VALVE SERVICE, LLC**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

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

20-150

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

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

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

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

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

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

10/05/2020

<u>Date Rec'd</u>	9/21/2020
<u>Clerk's File #</u>	OPR 2020-0729
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	
<u>Agenda Item Name</u>	1680 - FY 2019 CONTINUUM OF CARE PROGRAM (COC) GRANT AGREEMENTS

**Agenda Wording**

CHHS seeks acceptance of the fiscal year 2019 CoC Program awards from U.S. Department of Housing and Urban Development (HUD) and approval to enter into subrecipient agreements with the awarded grantees.

**Summary (Background)**

Each year CHHS competes nationally through the HUD Continuum of Care Program for renewal funding for HUD funded projects that support housing and services for persons experiencing homelessness. Continuums are required to review and rank renewal and new projects submitted for funding through the local competition process. See attached briefing paper for further detail.

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

Select	\$	#
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<b><u>Dept Head</u></b>	SIGLER, TIMOTHY	<b><u>Study Session\Other</u></b>	PS & CH - 5.4.20
<b><u>Division Director</u></b>	CORTRIGHT, CARLY	<b><u>Council Sponsor</u></b>	
<b><u>Finance</u></b>	HUGHES, MICHELLE	<u>Distribution List</u>	
<b><u>Legal</u></b>	PICCOLO, MIKE	hnewell@spokanecity.org	
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL	dcato@spokanecity.org	
Additional Approvals		tdanzig@spokanecity.org	
<b><u>Purchasing</u></b>		tsigler@spokanecity.org	
<b><u>GRANTS &amp; CONTRACT MGMT</u></b>	BROWN, SKYLER	chhsgrants@spokanecity.org	
		chhsaccounting@spokanecity.org	
		hmis@spokanecity.org	

## Briefing Paper

### (Public Safety & Community Health Committee)

<b>Division &amp; Department:</b>	Neighborhood & Business Services – Community, Housing & Human Services
<b>Subject:</b>	FY 2019 Continuum of Care (CoC) Program Awards
<b>Date:</b>	April 22, 2020
<b>Author (email &amp; phone):</b>	Rebekah Tuno, <a href="mailto:rtuno@spokanecity.org">rtuno@spokanecity.org</a> , x6321
<b>City Council Sponsor:</b>	N/A
<b>Executive Sponsor:</b>	Tim Sigler
<b>Committee(s) Impacted:</b>	Public Safety & Community Health
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	2020-2024 Strategic Plan to End Homelessness; 2015-2020 Consolidated Community Development and Housing Plan
<b>Strategic Initiative:</b>	Reduce Homelessness
<b>Deadline:</b>	45 days from satisfying all issues and conditions to execute grant agreement with HUD
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	The department seeks acceptance of the CoC Program Award of \$4,085,440 from Housing and Urban Development and enter into contract with the awarded projects once appropriate documents are received from HUD.
<p><b>Background/History:</b> <i>Provide brief history e.g. this is the 3<sup>rd</sup> and final 5 year extension of the contract which was put in place in 2007.</i></p> <p>Each year the CHHS Department competes nationally through the HUD Continuum of Care Program for renewal funding for HUD funded projects that support housing and services for persons experiencing homelessness. Continuums are required to review and rank renewal and new projects submitted for funding through the local competition process. For the two new project applications, one serving chronic homeless and the other intending to serve victims of domestic violence, applicant agencies presented their new project request to CoC subcommittee members to determine community prioritization for these two projects. For each new and renewal project, staff reviewed their respective policies and procedures submitted. The CoC RFP &amp; Evaluation committee, assembled to review project level performance to determine the initial ranking of each renewal project into Tier 1 and Tier 2. The committee took into consideration the following factors: initial ranking, project scores, populations served, cost per household and each project's contribution to our systematic plan to address the goals of ending: Veteran Homelessness, Chronic Homelessness, Family and Youth Homelessness as defined in the FY 2019 CoC Competition NOFA. The CoC Board utilized the initial ranking list recommendations and recommendations regarding prioritization for new projects to create the final ranking list submitted to HUD.</p>	
<p><b>Executive Summary:</b></p> <ul style="list-style-type: none"> <li>• HUD released their Notice of Funding Availability (NOFA) on July 11, 2019 and awards were announced on March 13, 2020.</li> <li>• Tier 1 awards provide \$3,628,704 for 17 renewal projects.</li> <li>• Tier 2 awards provide \$236,644 for 2 renewal projects.</li> <li>• One Tier 2 project was not funded. This project is:               <ul style="list-style-type: none"> <li>○ WA0127 (\$22,555) serves youth 13-17 years old to provide case management support to</li> </ul> </li> </ul>	

youth in need of emergency shelter services. The agency holding this project will operate through its current project term (FY 2018 cycle) which ends 6/30/20. CHHS staff is working with agency staff to determine the ramp down of this project.

- One project, WA0332 (\$177,491), was intentionally reallocated in collaboration with the agency holding the project to utilize a portion of the project's funds to support their new project application that will support VOA's new Hope House PSH project.
- The CoC applied for one new PSH project to serve chronically homeless under the PSH Bonus funds available under the NOFA for a new project and through reallocating one PSH project for a net gain of 40 PSH units (\$182,201). We also applied to expand the Homeless Families Coordinated Entry (HFCA) project to expanded staff (2) to provide increased coordinated entry satellite site services and to provide trauma-information services for victims fleeing domestic violence (\$180,000).
- The CoC Planning Grant retained by the City of Spokane as the Collaborative Applicant was awarded at \$110,046. The City of Spokane was award Unified Funding Agency (UFA) designation which allows for greater budgetary flexibility to shift funds between projects as needed to ensure all funds are fully expended. The UFA designation provides an additional \$110,046 to cover the administrative cost associated with this higher fiduciary and monitoring responsibilities. These totals are provided by HUD based on CoC funding award allocations from the previous year. These projects is not required to be ranked.
- Total funding increased slightly from \$3,778,347 to \$4,085,440 due to the award of two new projects and UFA award, despite the loss of 2 projects. The CoC Program portfolio in total increased by \$307,093.
- The FY 2019 Priority List is attached.
- The full HUD listing of both new and renewal project allocations is attached. Variance in awards versus ARD amounts provided in the final priority list is due to FMR increases.
- HUD Renewal Projects Award Letter is attached.
- The grant agreement with HUD is still pending. CHHS is requesting approval to move forward with subgranting funds to sponsors once the grant agreement is received and processed. This will avoid any delay in subcontracting funds.
- The award letter for new projects is pending.
- The CoC Project Review, Scoring & Ranking Procedures are available upon request.

**Budget Impact:**

Approved in current year budget? ☒ Yes ☐ No

Annual/Reoccurring expenditure? ☒ Yes ☐ No

If new, specify funding source: HUD Continuum of Care Program

Other budget impacts: (revenue generating, match requirements, etc.): all projects require 25% match of all expenditures excluding leasing.

**Operations Impact:**

Consistent with current operations/policy? ☒ Yes ☐ No

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

Specify changes required: N/A

Known challenges/barriers: N/A



## FY 2019 CoC Final Priority List

Population	Project	Intervention	Committee Average	Staff	Total	ARD			
CE DV Expansion	NEW	CE		96.25	96.25	\$ 180,000			
NEW PSH (VOA)	NEW	PSH		90.4	90.4	\$ 183,410			
Chronic	WA0418	PSH		96.21	96.21	\$ 110,270			
Families & Singles	WA0420	RRH		93.94	93.94	\$ 282,140			
System	WA0330	CE	52.4	39.38	91.78	\$ 148,000			
System	WA0373	CE	47.5	43.88	91.38	\$ 80,000			
Families	WA0288 C	RRH	44.71	43.5	88.21	\$ 457,876			
Chronic	WA0130	PSH	47.4	43.49	90.89	\$ 216,226			
Families	WA0109	TH	48	41.92	89.92	\$ 64,529			
Chronic	WA0218	PSH	45.58	43.49	89.07	\$ 136,888			
Chronic	WA0111	PSH	45.4	43.49	88.89	\$ 299,844			
Families	WA0353	RRH	44.8	43.5	88.3	\$ 315,747			
Chronic	WA0374 C	PSH	45.1	43.29	88.39	\$ 347,186			
Chronic	WA0128	PSH	43.4	43.49	86.89	\$ 55,655			
Women	WA0125	SSO - SO	43.25	42.75	86	\$ 21,861			
Singles	WA0331	RRH	45.6	40.31	85.91	\$ 216,655			
Chronic	WA0129	PSH	41.6	43.49	85.09	\$ 302,655			
Singles	WA0119	RRH	44.1	40.31	84.41	\$ 159,964	\$ 3,578,906	\$ (107,259)	67%
Pregnant & Parenting Youth	WA0126	TH	41.8	35.11	76.91	\$ 75,144	\$ 3,474,050	\$ (2,403)	3%
Youth	WA0127	SSO - ES	44.8	33.95	78.75	\$ 22,555			
Chronic	WA0332	PSH	39.3	43.49	82.79	\$ 177,491			
Total						\$ 3,854,096			
HMIS	WA0329	System	N/A	N/A	N/A	\$ 177,489			
City CoC Planning	N/A	System	N/A	N/A	N/A	110,046			
City UFA	N/A	System	N/A	N/A	N/A	110,046			
						4,251,677			

NEW Project Applications - Community Presentation Ranking							
Bonus Type	Amount Available	Community Presentation Ranking	Intervention Type & Target Population		Score	Total	Total Requested
DV	\$ 238,852	2	CE Expansion (DV Survivors)		96.25	96.25	\$ 180,000
		3	VOA PSH (chronic)		90.4	90.4	\$ 183,410
PH	\$ 183,410	4	PHS PSH (chronic)		45.98	45.98	\$ 183,410
		1	TH-RRH (Young Adults)		81.42	81.42	\$ 183,410

### The Funding & RFP Committee Recommends:

- Include the CE DV expansion & one new PH bonus project at the top of the ranking list.
- Trading WA0332 for the new VOA PSH Bonus project for an overall gain of 50 PSH beds to the system.
- WA0126 & WA0127 should move above WA0332 (final year these projects will be potentially be saved by the committee). The Committee expects these projects to improve performance on the Housing First Assessment and overall project performance. These projects may need to consider funding sources that are a better fit over the next 12 mos.
- WA0126 will move above WA0127 due to a lack of funding available for TH for pregnant and parenting youth 16-20 yrs. With only 3% (\$2,403) of the budget landing below the Tier 1 threshold, HUD would likely consider funding it a full or reduce the budget by this amount. If HUD reduced the budget, the project could still operate with the reduced budget.

### Results of this scenario with the DV Bonus project pulled out\* of ranking by HUD:

\*Definition: If the DV bonus project is awarded under the DV bonus option, all projects below it will move up one ranking. This would allow projects that would otherwise be in Tier 2 to move up one ranking into Tier 1, no longer being at-risk.

- WA0126 will straddle the Tier 1/Tier 2 line with 3% of its budget spilling over threshold line (served 15). This project serves pregnant & parenting youth (ages 16-20).
- WA0127 & WA0332 land in Tier 2 putting projects at risk of not being renewed.

### Results of this scenario with the DV Bonus project NOT pulled out\*\* of ranking by HUD:

\*\*Definition: If the DV bonus project is NOT pulled out of the ranking, this means that the DV bonus project would not be awarded under the DV bonus option and would remain within the priority listing as is.

- WA0126, WA0127, & WA0332 land in Tier 2 putting projects at risk of not being renewed.
- WA0119 straddles Tier1/Tier2 line with 67% of the project budget spilling over threshold line (served 52). This project serves HH w/out children. If lost this would hit the system significantly.

Tier 1 \$ 3,471,647

		At-Risk
DV bonus included:	-----	\$ 435,154
DV bonus pulled out:	-----	\$ 200,046

## FY 2019 HUD CoC Award Allocations

### WA-502 - Spokane City & County CoC

City of Spokane CoC Planning FY 2019	CoC	\$110,046
City of Spokane UFA Costs FY 2019	CoC	\$110,046
VOA Hope House 2.0 PSH (New)	CoC	\$182,201
WA0109 Catholic Charities SMS TH CoC 19	CoCR	\$64,529
WA0111 VOA PSH Off Site CoC 2019	CoCR	\$305,244
WA0119 SNAP Small Cities Rapid Rehousing CoC 2019	CoCR	\$57,031
WA0119 SNAP Small Cities Rapid Rehousing CoC 2019	CoCR	\$104,469
WA0125 Transitions / Women's Hearth CoC 2019	CoCR	\$21,861
WA0126 VOA Alexandria's House CoC 2019	CoCR	\$75,144
WA0128 VOA Hope House CoC 2019	CoCR	\$56,422
WA0129 VOA Off-Site PSH CoC 2019	CoCR	\$307,838
WA0130 VOA / Samaritan 05-06 CoC 2019	CoCR	\$219,557
WA0218 VOA Samaritan III CoC 2019	CoCR	\$139,477
WA0285 CCEW PSH Consolidation CoC 2019	CoCR	\$347,186
WA0288 CCEW RRH for Families Consolidation CoC 2019	CoCR	\$462,964
WA0329 City of Spokane HMIS Project CoC 2019	CoCR	\$177,489
WA0330 Coordinated Assessment – SHCA CoC 2019	CoCR	\$148,000
WA0331 Rapid Rehousing for Households without Children CoC 2019	CoCR	\$219,835
WA0353 Rapid Rehousing for Households with Children CoC 2019	CoCR	\$319,563
WA0373 CCEW DV Expansion (New)	CoC	\$180,000
WA0373 Homeless Families Coordinated Assessment (HFCA) CoC 2019	CoCR	\$80,000
WA0418 CCEW PSH II	CoCR	\$110,270
WA0420 YWCA RRH for Survivors of DV	CoCR	\$286,268
<b>WA-502 Total :</b>		<b>\$4,085,440</b>



# 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:** 9/21/2020

**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. 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:**

---

**Grant Number: WA0001U0T021901**  
**Tax ID No.: 91-6001280**  
**DUNS No.: 115528189**

**CONTINUUM OF CARE PROGRAM (CDFA#14.267)**  
**GRANT AGREEMENT**

This Grant Agreement (“this Agreement”) is made by and between the United States Department of Housing and Urban Development (“HUD”) and the City of Spokane (the “Recipient”).

This Agreement is governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the “Act”); the Continuum of Care Program rule (the “Rule”), as amended from time to time; and the Notice of Funds Availability for the fiscal year competition in which the funds were awarded.

The terms “Grant” or “Grant Funds” mean the funds that are provided under this Agreement. The term “Application” means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, technical submission documents, and any information or documentation required to meet any grant award condition. All other terms shall have the meanings given in the Rule.

The Application is incorporated herein as part of this Agreement, except that only the project (those projects) listed below are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

(Check one)

- ☒ The Recipient is a Unified Funding Agency (UFA).  
☐ The Recipient is the sole recipient designated by the applicable Continuum of Care.  
☐ The Recipient is not the only recipient designated by the applicable Continuum of Care.

**If the Recipient is a UFA or sole recipient these provisions apply:**

HUD’s total funding obligation for this grant is \$ 3,436,627.00 allocated as follows:

a. Continuum of Care Planning Activities	<u>\$110,046</u>
b. UFA Costs	<u>\$110,046</u>
c. Leasing	<u>\$407,149</u>
d. Rental assistance	<u>\$934,301</u>
e. Supportive services	<u>\$1,283,181</u>

f. Operating costs	<u>\$180,616</u>
g. Homeless Management Information System	<u>\$186,468</u>
h. Administrative costs	<u>\$224,820</u>

The funds an individual project will receive are as shown in the Application on the final approved Summary Budget for the project. Grant funds are provided for the projects listed below to be used during the stated performance period.

**Renewal projects:**

<u>Project No.</u> (# for each project)	<u>Amount</u> (insert total \$)	<u>Performance Period</u> (insert start and end dates)
WA0455U0T021900	<u>\$ 110,046.00</u>	1/1/2020 - 7/31/2021
WA0456U0T021900	<u>\$ 110,046.00</u>	1/1/2020 - 7/31/2021
WA0288U0T021906	<u>\$ 501,544.00</u>	7/1/2020 - 7/31/2021
WA0373U0T021903	<u>\$ 281,667.00</u>	7/1/2020 - 7/31/2021
WA0125U0T021912	<u>\$ 23,683.00</u>	7/1/2020 - 7/31/2021
WA0329U0T021904	<u>\$ 192,280.00</u>	7/1/2020 - 7/31/2021
WA0109U0T021912	<u>\$ 69,906.00</u>	7/1/2020 - 7/31/2021
WA0111U0T021912	<u>\$ 305,244.00</u>	8/1/2020 - 7/31/2021
WA0130U0T021912	<u>\$ 201,261.00</u>	9/1/2020 - 7/31/2021
WA0420U0T021901	<u>\$ 262,412.00</u>	9/1/2020 - 7/31/2021
WA0374U0T021903	<u>\$ 318,254.00</u>	9/1/2020 - 7/31/2021
WA0129U0T021912	<u>\$ 256,532.00</u>	10/1/2020 - 7/31/2021
WA0128U0T021912	<u>\$ 47,018.00</u>	10/1/2020 - 7/31/2021
WA0331U0T021904	<u>\$ 146,557.00</u>	12/1/2020 - 7/31/2021
WA0218U0T021909	<u>\$ 92,985.00</u>	12/1/2020 - 7/31/2021
WA0418U0T021901	<u>\$ 73,513.00</u>	12/1/2020 - 7/31/2021
WA0126U0T021912	<u>\$ 50,096.00</u>	12/1/2020 - 7/31/2021
WA0353U0T021904	<u>\$ 213,042.00</u>	12/1/2020 - 7/31/2021
WA0119U0T021912	<u>\$ 94,208.00</u>	1/1/2021 - 7/31/2021
WA0330U0T021904	<u>\$ 86,333.00</u>	1/1/2021 - 7/31/2021

Any default by Recipient under this Agreement shall constitute a default by Recipient under any other grant agreement executed in accordance with 24 CFR 578.23(b)(3) by HUD and the Recipient for awards selected in the same fiscal year Continuum of Care program competition.

If the Recipient reallocates funds from one project during the term of this Agreement to create a new project(s), then no funds may be drawn down by the Recipient for that project(s) until HUD has approved site control.

HUD's total funding obligation for this grant is \$3,436,627 allocated between the projects listed below and, within those projects, between budget line items, as shown below.

**These provisions apply to all Recipients:**

If any new projects funded under this Agreement are for project-based rental assistance for a term of fifteen (15) years, the funding provided under this Agreement is for the performance period stated herein only. Additional funding is subject to the availability of annual appropriations.

The performance period of renewal projects funded by this Agreement will begin immediately at the end of the under the grant agreement being renewed. Eligible costs incurred between the end of Recipient's final operating year under the grant agreement being renewed and the date of this Agreement is executed by both parties may be reimbursed with funds from the first operating year of this Agreement. No funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.

For any transition project funded under this Agreement the performance period of the transition project(s) will begin immediately at the end of the Recipient's final operating year under the grant being transitioned. Eligible costs, as defined by the Act and the Rule incurred between the end of Recipient's final operating year under the grant being renewed and the execution of this Agreement may be paid with funds from the first operating year of this Agreement.

HUD designations of Continuums of Care as High-performing Communities (HPCS) are published in the HUD Exchange in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for the grant was designated an HPC for the applicable fiscal year.

The Recipient must complete the attached "Indirect Cost Rate Schedule" and return it to HUD with this Agreement. The Recipient must provide HUD with a revised schedule when any change is made to the rate(s) included in the schedule. The schedule and any revisions HUD receives from the Recipient will be incorporated into and made part of this Agreement, provided that each rate included satisfies the applicable requirements under 2 CFR part 200 (including appendices).

This Agreement shall remain in effect until the earlier of 1) written agreement by the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the performance periods for all projects funded under this Agreement; or 4) upon the expiration

of the period of availability of funds for all projects funded under this Agreement.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless the Recipient changes the address and key contacts in e-snaps. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Agreement constitutes the entire agreement between the parties, and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,  
Secretary of Housing and Urban Development**

BY: John W. Peters  
(Signature)

John W. Peters, Director, Office of Community Planning and Development  
(Typed Name and Title)

09/21/2020  
(Date)

**RECIPIENT**

City of Spokane  
(Name of Organization)

BY: \_\_\_\_\_  
(Signature of Authorized Official)

\_\_\_\_\_  
(Typed Name and Title of Authorized Official)

\_\_\_\_\_  
(Date)

## INDIRECT COST RATE SCHEDULE

<u>Agency/Dept./Major Function</u>	<u>Indirect cost rate</u>	<u>Direct Cost Base</u>
<u>Community, Housing, and Human Services</u>	<u>85.07</u> %	<u>Salaries &amp; Benefits</u>
<u>_____</u>	<u>_____</u> %	<u>_____</u>
<u>_____</u>	<u>_____</u> %	<u>_____</u>
<u>_____</u>	<u>_____</u> %	<u>_____</u>

This schedule must include each indirect cost rate that will be used to calculate the Recipient's indirect costs under the grant. The schedule must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department 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), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR §200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Base Allocation Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

To learn more about the indirect cost requirements, see 24 CFR 578.63; 2 CFR part 200, subpart E; Appendix IV to Part 200 (for nonprofit organizations); and Appendix VII to Part 200 (for state and local governments).



**Grant Number: WA9004U0T021900**  
**Tax ID No.: 91-6001280**  
**DUNS No.: 115528189**

CONTINUUM OF CARE PROGRAM (CDFA#14.267)  
GRANT AGREEMENT

This Grant Agreement (“this Agreement”) is made by and between the United States Department of Housing and Urban Development (“HUD”) and City of Spokane (the “Recipient”).

This Agreement is governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the “Act”); the Continuum of Care Program rule (the “Rule”), as amended from time to time; and the Notice of Funds Availability for the fiscal year competition in which the funds were awarded.

The terms “Grant” or “Grant Funds” mean the funds that are provided under this Agreement. The term “Application” means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, technical submission documents, and any information or documentation required to meet any grant award condition. All other terms shall have the meanings given in the Rule.

The Application is incorporated herein as part of this Agreement, except that only the project (those projects) listed below are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

(Check one)

- ☒ The Recipient is a Unified Funding Agency (UFA).  
☐ The Recipient is the sole recipient designated by the applicable Continuum of Care.  
☐ The Recipient is not the only recipient designated by the applicable Continuum of Care.

**If the Recipient is a UFA or sole recipient these provisions apply:**

HUD’s total funding obligation for this grant is  
\$ 182,201.00 allocated as follows:

a. Operating	<u>\$31, 875.00</u>
b. Supportive Services	<u>\$133, 819.00</u>
c. Administrative Costs	<u>\$16, 507.00</u>

The funds an individual project will receive are as shown in the Application on the final approved Summary Budget for the project. Grant funds are provided for the projects listed below to be used during the stated performance period.

**New Projects:**

<u><b>Project No.</b></u> (# for each project)	<u><b>Amount</b></u> (insert total \$)	<u><b>Performance Period</b></u> (insert start and end dates)
WA9004U0T021900	\$182,201.00	04/01/2021 – 07/31/2022

Any default by Recipient under this Agreement shall constitute a default by Recipient under any other grant agreement executed in accordance with 24 CFR 578.23(b)(3) by HUD and the Recipient for awards selected in the same fiscal year Continuum of Care program competition.

If the Recipient reallocates funds from one project during the term of this Agreement to create a new project(s), then no funds may be drawn down by the Recipient for that project(s) until HUD has approved site control.

HUD's total funding obligation for this grant is \$182,201.00, allocated between the projects listed below and, within those projects, between budget line items, as shown below.

**These provisions apply to all Recipients:**

If any new projects funded under this Agreement are for project-based rental assistance for a term of fifteen (15) years, the funding provided under this Agreement is for the performance period stated herein only. Additional funding is subject to the availability of annual appropriations.

The performance period of renewal projects funded by this Agreement will begin immediately at the end of the under the grant agreement being renewed. Eligible costs incurred between the end of Recipient's final operating year under the grant agreement being renewed and the date of this Agreement is executed by both parties may be reimbursed with funds from the first operating year of this Agreement. No funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.

For any transition project funded under this Agreement the performance period of the transition project(s) will begin immediately at the end of the Recipient's final operating year under the grant being transitioned. Eligible costs, as defined by the Act and the Rule incurred between the end of Recipient's final operating year under the grant being renewed and the execution of this Agreement may be paid with funds from the first operating year of this Agreement.

HUD designations of Continuums of Care as High-performing Communities (HPCS) are published in the HUD Exchange in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for the grant was designated an HPC for the applicable fiscal year.

The Recipient must complete the attached "Indirect Cost Rate Schedule" and return it to HUD with this Agreement. The Recipient must provide HUD with a revised schedule when any change is made to the rate(s) included in the schedule. The schedule and any revisions HUD receives from the Recipient will be incorporated into and made part of this Agreement, provided that each rate included satisfies the applicable requirements under 2 CFR part 200 (including appendices).

This Agreement shall remain in effect until the earlier of 1) written agreement by the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the performance periods for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of funds for all projects funded under this Agreement.

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The Agreement constitutes the entire agreement between the parties, and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,  
Department of Housing and Urban Development**

BY: \_\_\_\_\_  
(Signature)

John W. Peters  
Director,  
Office of Community Planning  
and Development

\_\_\_\_\_  
(Typed Name and Title)

\_\_\_\_\_  
(Date)

**RECIPIENT**

City of Spokane

\_\_\_\_\_  
(Name of Organization)

BY: \_\_\_\_\_  
(Signature of Authorized Official)

\_\_\_\_\_  
(Typed Name and Title of Authorized Official)

\_\_\_\_\_  
(Date)

## INDIRECT COST RATE SCHEDULE

<u>Agency/Dept./Major Function</u>	<u>Indirect cost rate</u>	<u>Direct Cost Base</u>
<u>Community, Housing, and Human Services</u>	<u>85.07</u> %	<u>Salaries and Benefits</u>
<u>_____</u>	<u>_____</u> %	<u>_____</u>
<u>_____</u>	<u>_____</u> %	<u>_____</u>
	%	

This schedule must include each indirect cost rate that will be used to calculate the Recipient's indirect costs under the grant. The schedule must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department 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), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR §200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Base Allocation Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

To learn more about the indirect cost requirements, see 24 CFR 578.63; 2 CFR part 200, subpart E; Appendix IV to Part 200 (for nonprofit organizations); and Appendix VII to Part 200 (for state and local governments).



**Agenda Sheet for City Council Meeting of:**  
10/05/2020

<b>Date Rec'd</b>	9/23/2020
<b>Clerk's File #</b>	OPR 2020-0730
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	POLICE	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	ERIC OLSEN 835-4505	<b>Project #</b>	
<b>Contact E-Mail</b>	EOLSEN@SPOKANEPOLICE.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	Contract Item	<b>Requisition #</b>	
<b>Agenda Item Name</b>	1620 - SPD DUI ENFORCEMENT GRANT FY2021		

**Agenda Wording**

To accept funding from the Washington Traffic Safety Commission(WTSC) for federal funding provided by US Dept. of Transportation's National Highway Safety Administration-Grant Project CFDA#20.600/20.608 2021-AG-4035-Spokane PD DUI Enforcement

**Summary (Background)**

Funding will be used to support a full time position dedicated to DUI enforcement in the departments continued effort to reduce instances of DUI serious injury and fatality collisions in Spokane. SPD will provide a position as a match to allow for seven day per week coverage of dedicated DUI patrols. Part of the funding will be dedicated for educating the publics via PSAs. Grant term is 10/01/2020 through 09/30/2021.

<u>Fiscal Impact</u>		Grant related?	YES	<u>Budget Account</u>	
		Public Works?	NO		
Revenue	\$ 155,024			#	1620-91133-21700-33320-68174
Expense	\$ 155,024			#	1620-91133-21700-VARIOUS-68174
Select	\$			#	
Select	\$			#	
<u>Approvals</u>			<u>Council Notifications</u>		
<u>Dept Head</u>		HAMMOND, JENNIFER		<u>Study Session\Other</u>	PSCHC Meeting
<u>Division Director</u>		HAMMOND, JENNIFER		<u>Council Sponsor</u>	Councilmember Kinnear
<u>Finance</u>		SCHMITT, KEVIN		<u>Distribution List</u>	
<u>Legal</u>		PICCOLO, MIKE		spdfinance	
<u>For the Mayor</u>		ORMSBY, MICHAEL		jgoldman	
<u>Additional Approvals</u>			jgriffin		
<u>Purchasing</u>					
<u>GRANTS &amp;</u>		STOPHER, SALLY			

## Agenda/Briefing Paper

### City Council Meeting September 2020

<b>Division &amp; Department:</b>	Spokane Police Department
<b>Subject:</b>	DUI AG-1942 WTSC Enforcement Grant
<b>Date:</b>	8/12/20
<b>Contact (email &amp; phone):</b>	Sgt. John Griffin 835-4587
<b>City Council Sponsor:</b>	CW Kinnear
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Public Safety
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	9/30/20
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	<p><b><u>Action</u></b></p> <p>FY20-21 WTSC grant. The performance period runs from 10/1/20 to 9/30/21.</p> <p><b><u>Funding</u></b></p> <p>50% of approved budget will come from the grant. The grant requires a 50% match that will be paid out of the general fund through reassignment of an existing FTE. The grant amount for the F/T Officer dedicated to DUI Enforcement is approximately \$140,024.00 and PSA/Contract Services grant amount is approximately \$15,000.00</p>
<b><u>Background/History:</u></b>	
<p>The Spokane Police Department applied for and received a grant with WTSC-DUI AG-1942 in FY2018-FY2020 &amp; will continue in FY20-21. This is a continued effort to reduce instances of DUI serious injury and fatality collisions in the City of Spokane. The grant requests funding to pay for one full-time officer's salary, benefits and anticipated job related overtime for the purpose of dedicated enforcement of DUI laws that pursue Target Zero goals and objectives. Upon acceptance of the grant, the Spokane Police Department will provide an additional full time officer that is also dedicated to DUI enforcement. Two officers will allow for 7 day per week coverage of dedicated DUI patrols. The grant also includes grant funding for PSA/Contract Services.</p>	

**Executive Summary:**

Washington Traffic Safety Commission grant focused on DUI enforcement pursuing Target Zero goals and objectives.

The goal of the grant is to reduce instances of DUI serious injury and fatality collisions in the City of Spokane. These DUI officers will provide 7 day per week coverage of dedicated DUI patrols. The increased presence and enforcement will reduce the number of DUI serious injury and fatality collisions in the City of Spokane.

**Budget Impact:**

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

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

If new, specify funding source: Federal Funding – Department of Justice

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:** 9/21/2020

**Type of expenditure:** Goods ☐ Services ☒

**Department:** Police

**Approving Supervisor:** Kevin Schmitt

**Amount of Proposed Expenditure:** Net Zero w/ reimbursement

**Funding Source:** Grant Funding

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

**Why is this expenditure necessary now?**

Grant funds awarded to fund 1 FTE dedicated to DUI enforcement activity through SPD's Traffic Unit.

**What are the impacts if expenses are deferred?**

Grant activity cannot commence until grant awarded has been officially accept by the City of Spokane

**What alternative resources have been considered?**

N/A

**Description of the goods or service and any additional information?**

SPD will provide 1 additional DUI enforcement officer as matching funds towards grant activity.

**Person Submitting Form/Contact:** Kevin Schmitt x4087

**FINANCE SIGNATURE:**

---

**CITY ADMINISTRATOR SIGNATURE:**

---



## **INTERAGENCY AGREEMENT**

### **BETWEEN THE**

**Washington Traffic Safety Commission**

### **AND**

**Spokane Police Department**

THIS AGREEMENT is made and entered into by and between the Washington Traffic Safety Commission, hereinafter referred to as "WTSC," and Spokane Police Department, hereinafter referred to as "SUB-RECIPIENT."

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties mutually agree as follows:

#### **1. PURPOSE OF THE AGREEMENT:**

The purpose of this Agreement is to provide funding, provided by the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA) and allowed under the Assistance Listing/Catalog of Federal Domestic Assistance (CFDA) # 20.600 and 20.608, for traffic safety grant project 2021-AG-4035-Spokane PD DUI Enforcement.

#### **2. PERIOD OF PERFORMANCE**

The period of performance of this Agreement shall commence upon the date of execution by both parties, but not earlier than October 1, 2020, and remain in effect until September 30, 2021 unless terminated sooner, as provided herein.

#### **3. STATEMENT OF WORK**

The SUB-RECIPIENT shall carry out the provisions of the traffic safety project described here as the Statement of Work (SOW). If the SUB-RECIPIENT is unable to fulfill the SOW in any manner on this project, the SUB-RECIPIENT must contact the WTSC program manager immediately and discuss a potential amendment. All Federal and State regulations will apply.

#### **Problem Statement:**

With the support of WTSC funding, SPD has maintained full time DUI enforcement since October 2017. During this time, the dedicated DUI officers average 31 DUI related arrests each month in addition to conducting roll call training, SFST refresher training and community engagement activities. In addition to these officers, the total DUI arrests for the Spokane Police department has gone from 291 in 2016 to an average of 641 per year. As a leading cause in fatal and serious injury collisions, the data shows the need to continue full time DUI enforcement in Spokane.

#### **Project Goals:**

The goal of this project is to remove impaired drivers from roadways in the city of Spokane and reduce the number of impaired driving related crashes. Through full time, dedicated enforcement of DUI laws in pursuing Target Zero goals and objectives, we aim to reduce fatal and serious injury collisions by 10% by 09/30/2021.

### **Project Strategies, Objectives, and Performance Measures:**

Strategy 1: Conduct sustained impaired driving traffic enforcement in Spokane with a goal of 150 DUI related arrests during the performance period.

- Objective: Assign an officer to conduct sustained impaired driving enforcement who is a trained and current Drug Recognition Expert (DRE).
- Objective: Establish a monthly and quarterly DUI goal by extrapolating the hourly contact goal, with consideration for limiting factors such as leave and holidays.
- Objective: Identify and Conduct patrols in areas with a high concentration of DUI related collisions.
- Objective: Support surrounding jurisdictions who request DRE assistance.
- Measure: Number of DUI arrests by officer per month
- Measure: Number of DRE evaluations or consultations by officer per month
- Measure: Number of blood search warrants written by officer
- Measure: Number of DUI arrests in high DUI collision locations in the Spokane area.

Strategy 2: Conduct a Public Awareness and education campaign that influences driver behavior and community norms surrounding impaired driving. Collaborate with the Spokane media to maximize your reach and effectiveness.

- Objective: Create a media PSA and other education materials in collaboration with the WTSC that will deter impaired driving and grow bystander intervention. Materials must be designed for the target populations.
- Objective: Create and disseminate news releases detailing the program to local media and providing periodic updates on the progress of the program.
- Objective: Invite media to ride along with program officers.
- Objective: Purchase media strategically to distribute messages through channels that will reach the target audiences.
- Objective: Conduct outreach with diverse community groups and education institutions by making presentations when requested.
- Measure: Number of PSAs purchased and aired
- Measure: Number of earned media opportunities reported by local media
- Measure: Number of presentations and education opportunities conducted by officers

Strategy 3: Train new recruits on DUI arrests and processes so that they will be proficient in recognizing impaired driving and a greater understanding of the DUI arrest process.

- Objective: Provide mentoring to New officers/recruits through all means necessary including ride alongs to increase their proficiency in the DUI arrest process so that they can reliably make one DUI arrest per shift when patrolling on their own.
- Objective: Provide instruction to new recruits on the blood search warrant and reporting process during ride alongs such that they are proficient at the process and are capable of carrying it out when they are patrolling on their own.
- Measure: Number of ride alongs conducted with new recruits

- Measure: Number of DUI arrests made by new recruits after training
- Measure: Number of blood search warrants written by new recruits after training
- Measure: Number of mentored recruits that are making a DUI arrest every shift following their training.

#### Strategy 4: Support City of Spokane DUI Court

- Objective: Attend one training that supports and furthers the goals of City of Spokane DUI Court
- Objective: Attend team meetings as determined necessary by the DUI Court Team
- Objective: Conduct home visits as determined necessary by the DUI Court team
- Measure: Number of Officers who attended training
- Measure: Number of site visits performed

#### Strategy 5: Increase DUI Training to SPD Patrol Officers.

- Objective: Continue using and training officers on the established standardized Process on Electronic DUI Package.
- Objective: Conduct Roll Call Training for all patrol teams at least yearly
- Measure: Number of roll call trainings done
- Measure: Number of officers trained at roll call
- Measure: Number of DUI arrests made by patrol after training

### 3.2. MILESTONES AND DELIVERABLES

Milestone OR Deliverable Description	Completed Date
Assign an officer to conduct sustained impaired driving enforcement who is a trained and current Drug Recognition Expert (DRE). (OBJ1)	09/30/2020
Establish a monthly and quarterly DUI goal and identify and conduct patrols in areas with a high concentration of DUI related collisions - Oct-Dec (OBJ1)	09/30/2020
Create communications plan and begin communications implementation. (OBJ2)	12/31/2020
Establish a monthly and quarterly DUI goal and identify and conduct patrols in areas with a high concentration of DUI related collisions - Jan-Mar (OBJ1)	12/31/2020
Establish a monthly and quarterly DUI goal and identify and conduct patrols in areas with a high concentration of DUI related collisions - April-June (OBJ1)	03/31/2021
Purchase media strategically to distribute messages through channels that will reach the target audiences.	03/31/2021
Establish a monthly and quarterly DUI goal and identify and conduct patrols in areas with a high concentration of DUI related collisions - July-Sept (OBJ1)	06/30/2021

Create and disseminate news releases detailing the program to local media and providing periodic updates on the progress of the program. Invite media to ride along with program officers. (OBJ2)	09/30/2021
Support surrounding jurisdictions who request DRE assistance (OBJ1)	09/30/2021
Conduct outreach with diverse community groups and education institutions by making presentations when requested (OBJ2)	09/30/2021
The DUI enforcement officer will provide mentoring to new officers/recruits through all means necessary including ride alongs to increase their proficiency in the DUI arrest process so that they can reliably make one DUI arrest per shift when patrolling on their own.(OBJ3)	09/30/2021
The DUI enforcement officer will provide instruction to new recruits on the blood search warrant and reporting process during ride alongs such that they are proficient at the process and are capable of carrying it out when they are patrolling on their own. (OBJ3)	09/30/2021
Attend team meetings as determined necessary by the DUI Court Team (OBJ4)	09/30/2021
Conduct home visits as determined necessary by the DUI Court team (OBJ4)	09/30/2021

### 3.3. COMPENSATION

3.3.1. Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34. The cost of accomplishing the work described in the SOW will not exceed \$155,024.00. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount in a written Amendment to this Agreement executed by both parties.

3.3.2. If the SUB-RECIPIENT intends to charge indirect costs, an Indirect Cost Rate must be established in accordance with WTSC policies, and a federally-approved cost allocation plan may be required to be submitted to the WTSC before any performance is conducted under this Agreement.

3.3.3 The SUB-RECIPIENT must submit a travel authorization form (A-40) to request approval for any travel not defined in the scope of work and for all travel outside of the continental United States. State travel policies (SAAM Chapter 10) would apply.

3.3.4. If WTSC makes travel arrangements on behalf of the SUB-RECIPIENT, state travel policies must be followed. See Washington State Administrative & Accounting Manual (SAAM) Chapter 10.

3.3.5. WTSC will reimburse travel related expenses consistent with the written travel policies of the SUB-RECIPIENT. If no written policy exists, state travel policies (SAAM Chapter 10) apply.

3.3.6. WTSC will only reimburse the SUB-RECIPIENT for travel related expenses for travel defined in the scope of work and budget or for which approval was expressly granted. The SUB-RECIPIENT must provide appropriate documentation (receipts) to support reimbursement requests, including the A-40 Travel

### 3.4. SUMMARY OF PROJECT COSTS

SUMMARY OF COSTS	AMOUNT
Employee salaries and benefits	\$140,024.00
Travel	\$0.00
Contract Services	\$15,000.00
Equipment (listed in the table below)	\$0.00
Goods or other expenses	\$0.00
Indirect Costs	\$0.00
TOTAL	\$155,024.00

Employees' Salaries and Benefits: \$140,024.00

Grant funds will be used to reimburse the Spokane Police Department the cost of a full time officer's activity. The officer's activity paid for by grant funds will be dedicated to full time enforcement of DUI laws in pursuing Target Zero goals and objectives. The grant will fund approximately 2,080 hours of an officer's time to find and remove impaired drivers from the roads within the jurisdiction of the Spokane Police Department. The officer chosen for this must be proficient in DUI enforcement and should understand and work to advance the larger goals of the Washington Traffic Safety Commission. A portion of these funds may be used for overtime expenses if the DUI officer participates in traffic safety related overtime activities.

The Spokane Police Department agrees to provide a second officer paid for by the Spokane Police Department. The second officer will also be dedicated to full time DUI enforcement. The use of a "matching officer" allows for a 7 day per week sustained enforcement effort covering nighttime hours, weekends, significant holidays and local events that have the potential to increase the number of impaired drivers on the roadways. This comprehensive coverage will allow the Spokane Police Department to reduce fatal and serious injury collisions by 10% by the projects end date of 09-30-2021.

Contract Services: \$15,000

Grant funds will be used to develop a public information campaign based on Target Zero goals and objectives that address the dangers of impaired driving, specially alcohol impaired driving. Additionally, grant funds will be used to purchase air time (paid advertising) for previously made PSAs as well as additional messaging materials that further the objectives and mission of the grant such as coasters, posters, etc. Paid advertising or PSA development will be done using a WTSC contracted media services provider. Local procurement processes will be observed if the grantee purchases media services. Grant funds will be used to support the grantee's efforts to increase awareness of impaired driving laws, perceptions, and knowledge of this project. The communications plan for this project will determine the approaches used.

Note: this grant is funded out of FAST ACT 402 and 164 Transfer Funds. This project is split 50/50 with \$77,512 allocated out of each fund.

Total grant award \$155,024.00

## APPLICABLE STATE AND FEDERAL TERMS AND CONDITIONS:

### **4. ACTIVITY REPORTS**

The SUB-RECIPIENT will submit progress reports on the activity of this project in the form provided by the WTSC using the WTSC Enterprise Management System (WEMS) Progress Reporting process or other alternate means pre-approved by WTSC. The SUB-RECIPIENT will include copies of publications, training reports, and any statistical data generated in project execution in the reports. The final report will be submitted to WTSC within 30 days of termination of this Agreement. WTSC reserves the right to delay the processing of invoices until activity reports are received and approved.

### **5. ADVANCE PAYMENTS PROHIBITED**

No payments in advance of or in anticipation of goods or services to be provided under this Agreement shall be made by the WTSC.

### **6. AGREEMENT ALTERATIONS AND AMENDMENTS**

This Agreement may be amended by mutual agreement of the parties in the form of a written Amendment to this Agreement. Such amendments shall only be binding if they are in writing and signed by personnel authorized to bind each of the parties.

### **7. ALL WRITINGS CONTAINED HEREIN**

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

### **8. ASSIGNMENT**

The SUB-RECIPIENT may not assign the work to be provided under this Agreement, in whole or in part, without the express prior written consent of the WTSC, which consent shall not be unreasonably withheld. The SUB-RECIPIENT shall provide the WTSC a copy of all third-party contracts and agreements entered into for purposes of fulfilling the SOW. Such third-party contracts and agreements must follow applicable federal, state, and local law, including but not limited to procurement law, rules, and procedures. If any of the funds provided under this Agreement include funds from NHTSA, such third-party contracts and agreements must include the federal provisions set forth in this Agreement in sections 32 through 40.

### **9. ATTORNEYS' FEES**

In the event of litigation or other action brought to enforce the Agreement terms, each party agrees to bear its own attorney fees and costs.

## **10. BILLING PROCEDURE**

The SUB-RECIPIENT shall submit monthly invoices for reimbursement to WTSC with supporting documentation as WTSC shall require. All invoices for reimbursement shall be submitted through the WEMS invoicing process, or via alternate method if approved by WTSC. Payment to the SUB-RECIPIENT for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of such properly documented invoices acceptable to WTSC. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Agreement. All invoices for goods received or services performed on or prior to June 30, 2021, must be received by WTSC no later than August 10, 2021. All invoices for goods received or services performed between July 1, 2021, and September 30, 2021, must be received by WTSC no later than November 15, 2021. WTSC reserves the right to delay the processing of invoices until activity reports required by Section 4 of this agreement, are received and approved.

## **11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

The SUB-RECIPIENT shall not use or disclose any information concerning the WTSC, or information which may be classified as confidential, for any purpose not directly connected with the administration of this Agreement, except with prior written consent of the WTSC, or as may be required by law.

## **12. COST PRINCIPLES**

Costs incurred under this Agreement shall adhere to provisions of 2 CFR Part 200 Subpart E.

## **13. COVENANT AGAINST CONTINGENT FEES**

The SUB-RECIPIENT warrants that it has not paid, and agrees not to pay, any bonus, commission, brokerage, or contingent fee to solicit or secure this Agreement or to obtain approval of any application for federal financial assistance for this Agreement. The WTSC shall have the right, in the event of breach of this section by the SUB-RECIPIENT, to annul this Agreement without liability.

## **14. DISPUTES**

14.1. Disputes arising in the performance of this Agreement, which are not resolved by agreement of the parties, shall be decided in writing by the WTSC Deputy Director or designee. This decision shall be final and conclusive, unless within 10 days from the date of the SUB-RECIPIENT's receipt of WTSC's written decision, the SUB-RECIPIENT furnishes a written appeal to the WTSC Director. The SUB-RECIPIENT's appeal shall be decided in writing by the Director or designee within 30 days of receipt of the appeal by the Director. The decision shall be binding upon the SUB-RECIPIENT and the SUB-RECIPIENT shall abide by the decision.

14.2. Performance During Dispute. Unless otherwise directed by WTSC, the SUB-RECIPIENT shall continue performance under this Agreement while matters in dispute are being resolved.

## **15. GOVERNANCE**

15.1. This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

15.2. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:



- 15.2.1. Applicable federal and state statutes and rules
- 15.2.2. Terms and Conditions of this Agreement
- 15.2.3. Any Amendment executed under this Agreement
- 15.2.4. Any SOW executed under this Agreement
- 15.2.5. Any other provisions of the Agreement, including materials incorporated by reference

## **16. INCOME**

Any income earned by the SUB-RECIPIENT from the conduct of the SOW (e.g., sale of publications, registration fees, or service charges) must be accounted for, reported to WTSC, and that income must be applied to project purposes or used to reduce project costs.

## **17. INDEMNIFICATION**

17.1. To the fullest extent permitted by law, the SUB-RECIPIENT shall indemnify and hold harmless the WTSC, its officers, employees, and agents, and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs of whatsoever kind ("claims") brought against WTSC arising out of or in connection with this Agreement and/or the SUB-RECIPIENT's performance or failure to perform any aspect of the Agreement. This indemnity provision applies to all claims against WTSC, its officers, employees, and agents arising out of, in connection with, or incident to the acts or omissions of the SUB-RECIPIENT, its officers, employees, agents, contractors, and subcontractors. Provided, however, that nothing herein shall require the SUB-RECIPIENT to indemnify and hold harmless or defend the WTSC, its agents, employees, or officers to the extent that claims are caused by the negligent acts or omissions of the WTSC, its officers, employees or agents; and provided further that if such claims result from the concurrent negligence of (a) the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors, and (b) the WTSC, its officers, employees, or agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors.

17.2. The SUB-RECIPIENT waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the WTSC, its officers, employees, or agents.

17.3. The indemnification and hold harmless provision shall survive termination of this Agreement.

## **18. INDEPENDENT CAPACITY**

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

## **19. INSURANCE COVERAGE**

19.1. The SUB-RECIPIENT shall comply with the provisions of Title 51 RCW, Industrial Insurance, if required by law.

19.2. If the SUB-RECIPIENT is not required to maintain insurance in accordance with Title 51 RCW, prior to the start of any performance of work under this Agreement, the SUB-RECIPIENT shall provide WTSC with proof of insurance coverage (e.g., vehicle liability insurance, private property liability insurance, or commercial

property liability insurance), as determined appropriate by WTSC, which protects the SUB-RECIPIENT and WTSC from risks associated with executing the SOW associated with this Agreement.

## **20. LICENSING, ACCREDITATION, AND REGISTRATION**

The SUB-RECIPIENT shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of this Agreement. The SUB-RECIPIENT shall complete registration with the Washington State Department of Revenue, if required, and be responsible for payment of all taxes due on payments made under this Agreement.

## **21. RECORDS MAINTENANCE**

21.1. During the term of this Agreement and for six years thereafter, the SUB-RECIPIENT shall maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended in the performance of the services described herein. These records shall be subject to inspection, review, or audit by authorized personnel of the WTSC, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration. The Office of the State Auditor, federal auditors, the WTSC, and any duly authorized representatives shall have full access and the right to examine any of these materials during this period.

21.2. Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving them a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

## **22. RIGHT OF INSPECTION**

The SUB-RECIPIENT shall provide right of access to its facilities to the WTSC or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement. The SUB-RECIPIENT shall make available information necessary for WTSC to comply with the right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The SUB-RECIPIENT shall upon request make available to the WTSC and the United States Secretary of the Department of Health and Human Services all internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this Agreement.

## **23. RIGHTS IN DATA**

23.1. WTSC and SUB-RECIPIENT agree that all data and work products (collectively called "Work Product") pursuant to this Agreement shall be considered works made for hire under the U.S. Copyright Act, 17 USC §101 et seq., and shall be owned by the state of Washington. Work Product includes, but is not limited to, reports, documents, pamphlets, advertisement, books, magazines, surveys, studies, computer programs, films, tapes, sound reproductions, designs, plans, diagrams, drawings, software, and/or databases to the extent provided by law. Ownership includes the right to copyright, register the copyright, distribute, prepare derivative

works, publicly perform, publicly display, and the ability to otherwise use and transfer these rights.

23.2. If for any reason the Work Product would not be considered a work made for hire under applicable law, the SUB-RECIPIENT assigns and transfers to WTSC the entire right, title, and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

23.3. The SUB-RECIPIENT may publish, at its own expense, the results of project activities without prior review by the WTSC, provided that any publications (written, visual, or sound) contain acknowledgment of the support provided by NHTSA and the WTSC. Any discovery or invention derived from work performed under this project shall be referred to the WTSC, who will determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other actions required to protect the public interest.

#### **24. 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 Agreement and prior to completion of the SOW under this Agreement, the WTSC may terminate the Agreement under the "TERMINATION FOR CONVENIENCE" clause, without the 30 day notice requirement. The Agreement is subject to renegotiation at the WTSC's discretion under any new funding limitations or conditions.

#### **25. SEVERABILITY**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

#### **26. SITE SECURITY**

While on WTSC premises, the SUB-RECIPIENT, its agents, employees, or sub-contractors shall conform in all respects with all WTSC physical, fire, or other security policies and applicable regulations.

#### **27. TAXES**

All payments of payroll taxes, unemployment contributions, any other taxes, insurance, or other such expenses for the SUB-RECIPIENT or its staff shall be the sole responsibility of the SUB-RECIPIENT.

#### **28. TERMINATION FOR CAUSE**

If the SUB-RECIPIENT does not fulfill in a timely and proper manner its obligations under this Agreement or violates any of these terms and conditions, the WTSC will give the SUB-RECIPIENT written notice of such failure or violation, and may terminate this Agreement immediately. At the WTSC's discretion, the SUB-RECIPIENT may be given 15 days to correct the violation or failure. In the event that the SUB-RECIPIENT is given the opportunity to correct the violation and the violation is not corrected within the 15-day period, this Agreement may be terminated at the end of that period by written notice of the WTSC.

#### **29. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Agreement, either party may terminate this Agreement, without cause or reason, with 30 days written notice to the other party. If this Agreement is so terminated, the WTSC shall be

liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

### **30. TREATMENT OF ASSETS**

30.1. Title to all property furnished by the WTSC shall remain property of the WTSC. Title to all property furnished by the SUB-RECIPIENT for the cost of which the SUB-RECIPIENT is entitled to be reimbursed as a direct item of cost under this Agreement shall pass to and vest in the WTSC upon delivery of such property by the SUB-RECIPIENT. Title to other property, the cost of which is reimbursable to the SUB-RECIPIENT under this Agreement, shall pass to and vest in the WTSC upon (i) issuance for use of such property in the performance of this Agreement, or (ii) commencement of use of such property in the performance of this Agreement, or (iii) reimbursement of the cost thereof by the WTSC in whole or in part, whichever first occurs.

30.2. Any property of the WTSC furnished to the SUB-RECIPIENT shall, unless otherwise provided herein or approved by the WTSC, be used only for the performance of this Agreement.

30.3. The SUB-RECIPIENT shall be responsible for any loss or damage to property of the WTSC which results from the negligence of the SUB-RECIPIENT or which results from the failure on the part of the SUB-RECIPIENT to maintain and administer that property in accordance with sound management practices.

30.4. If any WTSC property is lost, destroyed, or damaged, the SUB-RECIPIENT shall immediately notify the WTSC and shall take all reasonable steps to protect the property from further damage.

30.5. The SUB-RECIPIENT shall surrender to the WTSC all property of the WTSC upon completion, termination, or cancellation of this Agreement.

30.6. All reference to the SUB-RECIPIENT under this clause shall also include SUB-RECIPIENT's employees, agents, or sub-contractors.

### **31. WAIVER**

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement.

APPLICABLE CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS (23 CFR PART 1300 APPENDIX A):

### **32. BUY AMERICA ACT**

The SUB-RECIPIENT will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using federal funds. Buy America requires the SUB-RECIPIENT to purchase only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use federal funds to purchase foreign produced items, the WTSC must submit a waiver request that provides an adequate basis and justification, and which is approved by the Secretary of Transportation.

### **33. DEBARMENT AND SUSPENSION**

33.1. By signing this Agreement, the SUB-RECIPIENT (hereinafter in this section referred to as the “lower tier participant”) is providing the certification set out below and agrees to comply with the requirements of 2 CFR part 180 and 23 CFR part 1300.

33.2. The certification in this section is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

33.3. The lower tier participant shall provide immediate written notice to the WTSC if at any time the lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

33.4. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Covered Transactions sections of 2 CFR part 180.

33.5. The lower tier participant agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.

33.6. The lower tier participant further agrees by signing this Agreement that it will include the clause titled “Instructions for Lower Tier Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions, and will require lower tier participants to comply with 2 CFR part 180 and 23 CFR part 1300.

33.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of parties Excluded from Federal Procurement and Non-procurement Programs.

33.8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

33.9. Except for transactions authorized under paragraph 33.5. of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for

debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

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

33.10. The lower tier participant certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

33.11. Where the lower tier participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Agreement.

### **34. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)**

34.1. The SUB-RECIPIENT shall:

34.1.1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace, and shall specify the actions that will be taken against employees for violation of such prohibition.

34.1.2. Establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the SUB-RECIPIENT's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations occurring in the workplace.

34.1.3. Make it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph 34.1.1. of this section.

34.1.4. Notify the employee in the statement required by paragraph 34.1.1. of this section that, as a condition of employment under the grant, the employee will abide by the terms of the statement, notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction, and notify the WTSC within 10 days after receiving notice from an employee or otherwise receiving actual notice of such conviction.

34.1.5. Take one of the following actions within 30 days of receiving notice under paragraph 34.1.3. of this section, with respect to any employee who is so convicted: take appropriate personnel action against such an employee, up to and including termination, and/or require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

34.1.6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

### **35. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)**

In accordance with FFATA, the SUB-RECIPIENT shall, upon request, provide WTSC the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

### **36. FEDERAL LOBBYING**

36.1. The undersigned certifies, to the best of his or her knowledge and belief, that:

36.1.1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

36.1.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

36.1.3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grant, loans, and cooperative agreements), and that all sub-recipients shall certify and disclose accordingly.

36.2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### **37. NONDISCRIMINATION (Title VI, 42 U.S.C. § 2000d et seq.)**

37.1. During the performance of this Agreement, the SUB-RECIPIENT agrees:

37.1.1. To comply with all federal nondiscrimination laws and regulations, as may be amended from time to time.

37.1.2. Not to participate directly or indirectly in the discrimination prohibited by any federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein.

37.1.3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the WTSC, USDOT, or NHTSA.

37.1.4. That, in the event a contractor/funding recipient fails to comply with any nondiscrimination provisions in

this contract/funding Agreement, the WTSC will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies, and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.

37.1.5. To insert this clause, including all paragraphs, in every sub-contract and sub-agreement and in every solicitation for a sub-contract or sub-agreement that receives federal funds under this program.

**38. POLITICAL ACTIVITY (HATCH ACT)**

The SUB-RECIPIENT will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

**39. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE**

The SUB-RECIPIENT will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists. This Agreement does not include any aspects or elements of helmet usage or checkpoints, and so fully complies with this requirement.

**40. STATE LOBBYING**

None of the funds under this Agreement will be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., “grassroots”) lobbying activities, with one exception. This does not preclude a state official whose salary is supported with NHTSA funds from engaging in direct communications with state or local legislative officials, in accordance with customary state practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

**41. DESIGNATED CONTACTS**

The following named individuals will serve as designated contacts for each of the parties for all communications, notices, and reimbursements regarding this Agreement:

The Contact for the SUB-RECIPIENT is:	The Contact for WTSC is:
John Griffin jgriffin@spokanepolice.org 509-835-4587	Jerry Noviello jnoviello@wtsc.wa.gov 360-725-9897 ext.

**42. AUTHORITY TO SIGN**

The undersigned acknowledge that they are authorized to execute this Agreement and bind their respective agencies or entities to the obligations set forth herein.

**IN WITNESS WHEREOF, the parties have executed this Agreement.**

**Spokane Police Department**





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Name : Justin Lundgren

Title : Assistant Chief

Email : jclundgren@spokanepolice.org

## **WASHINGTON TRAFFIC SAFETY COMMISSION**



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Name : Pam Pannkuk

Title : Acting Director

# Audit Trail

# SIGNORITY

Document Title: Interagency Agreement-2021-AG-4035-Spokane PD DUI Enforcement(23563904)\_202008251842  
Document GUID: d9058932-a6fe-414c-adc9-88b15d8a939c  
Document ID: 637792  
Signing with: Legally-binding eSignatures  
Document Status: Completed

## SIGNER(S)



Name: Justin Lundgren  
Role: Signer  
Sequence: 1  
Email: jclundgren@spokanepolice.org  
Signing Status: Finalized  
Authentication: None



Name: Pam Pannkuk  
Role: Signer  
Sequence: 2  
Email: ppannkuk@wtsc.wa.gov  
Signing Status: Finalized  
Authentication: None

# Audit Trail

# SIGNORITY

**Document Title:** Interagency Agreement-2021-AG-4035-Spokane PD DUI Enforcement(23563904)\_202008251842  
**Document GUID:** d9058932-a6fe-414c-adc9-88b15d8a939c  
**Document ID:** 637792  
**Signing with:** Legally-binding eSignatures  
**Document Status:** Completed

## HISTORY

Timestamp	Name	Action	Email	IP Address	Notes
2020-08-25 18:42:33	wtsc-com2	Document created by	signority@smartsimple.com	34.197.142.38	
2020-09-08 17:59:15	Justin Lundgren	Terms of Service accepted by	jclundgren@spokane police.org	198.1.39.252	
2020-09-08 17:59:15	Justin Lundgren	Document viewed by	jclundgren@spokane police.org	198.1.39.252	
2020-09-08 18:00:05	Justin Lundgren	Document signed by	jclundgren@spokane police.org	198.1.39.252	
2020-09-08 18:00:20	Justin Lundgren	Document downloaded by	jclundgren@spokane police.org	198.1.39.252	
2020-09-08 18:07:05	Pam Pannkuk	Terms of Service accepted by	ppannkuk@wtsc.wa.gov	198.239.155.108	
2020-09-08 18:07:05	Pam Pannkuk	Document viewed by	ppannkuk@wtsc.wa.gov	198.239.155.108	
2020-09-08 18:30:05	Pam Pannkuk	Document signed by	ppannkuk@wtsc.wa.gov	198.239.155.108	

This audit trail report provides a detailed record of the online activity and events recorded for this contract.



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**Agenda Sheet for City Council Meeting of:**  
10/05/2020

<b><u>Date Rec'd</u></b>	9/23/2020
<b><u>Clerk's File #</u></b>	OPR 2016-0784
<b><u>Renews #</u></b>	
<b><u>Cross Ref #</u></b>	
<b><u>Project #</u></b>	
<b><u>Bid #</u></b>	4259-16
<b><u>Requisition #</u></b>	RE 019650

<b><u>Submitting Dept</u></b>	PUBLIC WORKS
<b><u>Contact Name/Phone</u></b>	DOUG GREENLUND 742-8166
<b><u>Contact E-Mail</u></b>	DGREENLUND@SPOKANECITY.ORG
<b><u>Agenda Item Type</u></b>	Contract Item
<b><u>Agenda Item Name</u></b>	4360 LABORATORY ANALYSIS SERVICES - ANATEK

**Agenda Wording**

Renewal of existing contract with Anatek Labs, Inc. (Spokane, WA) for bacteriological and chemical analysis of ground and drinking water on an as-needed basis for the Solid Waste and Water Departments not to exceed \$58,575.00 including tax.

**Summary (Background)**

Final annual renewal option in accordance with original RFP #4259-16.

<b><u>Fiscal Impact</u></b>		Grant related? NO	<b><u>Budget Account</u></b>
		Public Works? NO	
Expense	\$ 17,800.00		# 4530-44850-53748-53201-99999
Expense	\$ 15,400.00		# 4530-44800-53748-54201-99999
Expense	\$ 15,100.00		# 4100-42460-34148-54201-99999
Expense	\$ 8,700.00		# 4530-45600-53748-54201-99999
<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	SIMMONS, SCOTT M.	<b><u>Study Session\Other</u></b>	PIES 9/28/2020
<b><u>Division Director</u></b>	SIMMONS, SCOTT M.	<b><u>Council Sponsor</u></b>	PRESIDENT BEGGS
<b><u>Finance</u></b>	ALBIN-MOORE, ANGELA	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	ODLE, MARI	Anatek Signatory: Kathy Sattler - kathys@anateklabs.com	
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL	dgreenlund@spokanecity.org	
<b><u>Additional Approvals</u></b>		tprince@spokanecity.org	
<b><u>Purchasing</u></b>	PRINCE, THEA	sjohnson@spokanecity.org	
		wateraccounting@spokanecity.org	



**Continuation of Wording, Summary, Budget, and Distribution**

**Agenda Wording**

OPR 2016-0784

**Summary (Background)**

**Fiscal Impact**

Expense     \$ 1,575.00

Select       \$

**Budget Account**

# 4490-44100-37148-54201-99999

#

**Distribution List**


## Briefing Paper

### Public Infrastructure, Environment & Sustainability Committee

<b>Division &amp; Department:</b>	Water Department
<b>Subject:</b>	Contract Extension for Bacteriological and Chemical Analysis
<b>Date:</b>	September 14, 2020
<b>Contact (email &amp; phone):</b>	Doug Greenlund dgreenlund@spokanecity.org 742-8166
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons
<b>Committee(s) Impacted:</b>	PIES
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b>	Strategic Plan
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	Current contracts expire Sept 30 <sup>th</sup> 2020
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Continuity of contracts to provide required bacteriological and chemical analysis for solid waste disposal and the Water Department.

#### Background/History:

On June 25<sup>th</sup>, 2016, the City distributed Request for Proposal 4259-16 Bacteriological and Chemical Analysis of Water by email to 145 firms. Only July 18<sup>th</sup>, 2016 the City received three (3) proposals. In accordance with city policy an evaluation committee met and evaluated the proposals, The committee unanimously recommended an optional use contract with both Anatek and Edge. These contracts were in effect for three years and expired September 30<sup>th</sup> 2019. These contracts are for Solid Waste disposal; Northside landfill, Southside landfill, and Waste to Energy, and for the Water Department. The first contract extension option was utilized in September of 2019.

Approval of the second and final of two one-year contract extensions as provided in the contracts.

#### Executive Summary:

- One (1) year contract extensions with Anatek Labs Inc., and with Edge Analytical to provide chemical and bacteriological analysis for Northside landfill, Southside landfill, WTE and Water Department.

#### 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:** 7/1/2020

**Type of expenditure:** Goods ☐ Services ☒

**Department:** Water Department and Solid Waste Disposal

**Approving Supervisor:** Jim Sakamoto for water Chris Averyt for S

**Amount of Proposed Expenditure:** \$58,575

**Funding Source:** utility rates (Water Department) & Solid Waste De

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

**Why is this expenditure necessary now?**

This funding covers required ongoing bacteriological and chemical analysis for the Solid Waste department and Water department to comply with state and federal requirements. These cover required testing for the Northside landfill, the Southside landfill, Waste to Energy, and the Water Department.

**What are the impacts if expenses are deferred?**

This is required testing to meet regulatory requirements. Failure to complete required testing can result in agency enforcement actions and possible penalties.

**What alternative resources have been considered?**

The analytical labs were selected with competitive bidding in accordance with city policy. The labs are required to be certified to perform the testing.

**Description of the goods or service and any additional information?**

This is a one year extension of optional use contracts OPR 2016-0784 and OPR 2016-0795. The original contracts were approved by the City council in 2016. The funds are included in the current budgets of the respective departments.

**Person Submitting Form/Contact:** Doug Greenlund

**FINANCE SIGNATURE:**

DocuSigned by:

*Tonya Wallace*

CBC812B631244E9...

**CITY ADMINISTRATOR SIGNATURE:**

DocuSigned by:

*[Signature]*

9C36E3376992442...



**City of Spokane**

**CONTRACT RENEWAL (NO. 2 of 2)  
WITH COST**

**Title: CHEMICAL AND/OR BACTERIAL  
ANALYSIS OF WATER SAMPLES**

This Contract Renewal (No. 2 of 2), with additional cost, 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 **Anatek Labs, Inc.**, whose address is 504 East Sprague Avenue, Suite D, Spokane, Washington, 99202, as ("Company"), individually hereafter referenced as a "Party" and together as the "Parties".

*WHEREAS, the City of Spokane desires to renew its agreement with Anatek Labs, Inc. to continue to receive laboratory analysis services for an additional one (1) year term, as provided for in the original agreement;*

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

**1. CONTRACT DOCUMENTS.**

The Contract, dated October 1, 2016, 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 DATES.**

This Contract Extension shall become effective October 1, 2020 and renewed for an additional one year term until September 30, 2021.

**3. COMPENSATION.**

The City shall pay an estimated maximum annual cost not to exceed **FIFTY EIGHT THOUSAND FIVE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$58,575.00)** for everything furnished and done under this *optional use* 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.

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.

**ANATEK LABS, 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

Washington State Department of Revenue

< Business Lookup

License Information:

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

**Entity name:** ANATEK LABS, INC.

**Business name:** ANATEK LABS, INC.

**Entity type:** [Profit Corporation](#)

**UBI #:** 601-768-854

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 504 E SPRAGUE AVE  
SPOKANE WA 99202-1508

**Mailing address:** 504 E SPRAGUE AVE  
SPOKANE WA 99202-1508

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

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

Endorsements

Endorsements held	License #	Count	Details	Status	Expiration	First issued
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Endorsements held	License #	Count	Details	Status	Expiration	First issued
Spokane General Business	T12023452BU			Active	Jan-31-21	Oct-15-20

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

Governing people	Title
PEARSON, MICHAEL	
SATTLER, KATHLEEN	

The Business Lookup information is updated nightly. Search date and time: 9/18/2020 2:51:59 PM

**Contact us**

How are we doing?  
**Take our survey!**





**Agenda Sheet for City Council Meeting of:**  
10/05/2020

<b>Date Rec'd</b>	9/18/2020
<b>Clerk's File #</b>	OPR 2016-0795
<b>Renews #</b>	

<b>Submitting Dept</b>	PUBLIC WORKS	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	DOUG 742-8166	<b>Project #</b>	
<b>Contact E-Mail</b>	DGREENLUND@SPOKANECITY.ORG	<b>Bid #</b>	4259-16
<b>Agenda Item Type</b>	Contract Item	<b>Requisition #</b>	RE 019651
<b>Agenda Item Name</b>	4360 LABORATORY ANALYSIS SERVICES - EDGE ANALYTICAL		

**Agenda Wording**

Renewal of existing contract with Edge Analytical, Inc. (Burlington, WA) for bacteriological and chemical analysis of ground and drinking water on an as-needed basis for the Solid Waste and Water Departments not to exceed \$58,575.00 including tax.

**Summary (Background)**

Final annual renewal option in accordance with original RFP #4259-16.

<b><u>Fiscal Impact</u></b>		Grant related? NO	<b><u>Budget Account</u></b>
		Public Works? NO	
Expense	\$ 17,800.00		# 4530-44850-53748-53201-99999
Expense	\$ 15,400.00		# 4530-44800-53748-54201-99999
Expense	\$ 15,100.00		# 4100-42460-34148-54201-99999
Expense	\$ 8,700.00		# 4530-45600-53748-54201-99999
<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	SIMMONS, SCOTT M.	<b><u>Study Session\Other</u></b>	PIES 9/28/2020
<b><u>Division Director</u></b>	SIMMONS, SCOTT M.	<b><u>Council Sponsor</u></b>	PRESIDENT BEGGS
<b><u>Finance</u></b>	ALBIN-MOORE, ANGELA	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	ODLE, MARI	Edge Signatory: Larry Henderson -	
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL	dgreenlund@spokanecity.org	
<b><u>Additional Approvals</u></b>		tprince@spokanecity.org	
<b><u>Purchasing</u></b>	PRINCE, THEA	sjohnson@spokanecity.org	
		wateraccounting@spokanecity.org	

## Briefing Paper

### Public Infrastructure, Environment & Sustainability Committee

<b>Division &amp; Department:</b>	Water Department
<b>Subject:</b>	Contract Extension for Bacteriological and Chemical Analysis
<b>Date:</b>	September 14, 2020
<b>Contact (email &amp; phone):</b>	Doug Greenlund ( <a href="mailto:dgreenlund@spokanecity.org">dgreenlund@spokanecity.org</a> 742-8166)
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons
<b>Committee(s) Impacted:</b>	PIES
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b>	Strategic Plan
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	Current contracts expire Sept 30 <sup>th</sup> 2020
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Continuity of contracts to provide required bacteriological and chemical analysis for solid waste disposal and the Water Department.

#### Background/History:

On June 25<sup>th</sup>, 2016, the City distributed Request for Proposal 4259-16 Bacteriological and Chemical Analysis of Water by email to 145 firms. Only July 18<sup>th</sup>, 2016 the City received three (3) proposals. In accordance with city policy an evaluation committee met and evaluated the proposals, The committee unanimously recommended an optional use contract with both Anatek and Edge. These contracts were in effect for three years and expired September 30<sup>th</sup> 2019. These contracts are for Solid Waste disposal; Northside landfill, Southside landfill, and Waste to Energy, and for the Water Department. The first contract extension option was utilized in September of 2019.

Approval of the second and final of two one-year contract extensions as provided in the contracts.

#### Executive Summary:

- One (1) year contract extensions with Anatek Labs Inc., and with Edge Analytical to provide chemical and bacteriological analysis for Northside landfill, Southside landfill, WTE and Water Department.

#### Budget Impact:

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

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

If new, specify funding source:

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

#### Operations Impact:

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

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

Specify changes required:

Known challenges/barriers:



**City of Spokane**

**CONTRACT EXTENSION (No. 2) WITH COST**

Title: **CHEMICAL AND/OR BACTERIAL  
ANALYSIS OF WATER SAMPLES**

This Contract Extension with Cost is made and entered into by and between the **City of Spokane** whose address is West 808 Spokane Falls Blvd., Spokane, Washington, 99201, as ("City") and **Edge Analytical, Inc.**, whose address is 1620 South Walnut Street, Burlington, Washington, 98223, as ("Company").

*WHEREAS, the parties entered into an Agreement wherein the "Company" provided chemical and bacterial analysis of water samples for the City of Spokane; and,*

*WHEREAS, that original agreement provided for two (2), one (1) year extensions of which this is the second;*

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

**1. CONTRACT DOCUMENTS.**

The original Contract, dated September 28, 2016, 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 DATES.**

This Contract Extension shall become effective on October 1, 2020 and end September 30, 2021.

**3. COMPENSATION.**

A The City shall pay an estimated maximum annual cost not to exceed **FIFTY EIGHT THOUSAND FIVE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$58,575.00)** for everything furnished and done under this *optional use* 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 Extension 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.

**EDGE ANALYTICAL, 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

# 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:** 7/1/2020

**Type of expenditure:** Goods ☐ Services ☒

**Department:** Water Department and Solid Waste Disposal

**Approving Supervisor:** Jim Sakamoto for water Chris Averyt for S

**Amount of Proposed Expenditure:** \$58,575

**Funding Source:** utility rates (Water Department) & Solid Waste De

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

**Why is this expenditure necessary now?**

This funding covers required ongoing bacteriological and chemical analysis for the Solid Waste department and Water department to comply with state and federal requirements. These cover required testing for the Northside landfill, the Southside landfill, Waste to Energy, and the Water Department.

**What are the impacts if expenses are deferred?**

This is required testing to meet regulatory requirements. Failure to complete required testing can result in agency enforcement actions and possible penalties.

**What alternative resources have been considered?**

The analytical labs were selected with competitive bidding in accordance with city policy. The labs are required to be certified to perform the testing.

**Description of the goods or service and any additional information?**

This is a one year extension of optional use contracts OPR 2016-0784 and OPR 2016-0795. The original contracts were approved by the City council in 2016. The funds are included in the current budgets of the respective departments.

**Person Submitting Form/Contact:** Doug Greenlund

**FINANCE SIGNATURE:**

DocuSigned by:

*Tonya Wallace*

CBC812B631244E9...

**CITY ADMINISTRATOR SIGNATURE:**

DocuSigned by:

*[Signature]*

9C36E3376992442...



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

10/05/2020

**Date Rec'd**

9/17/2020

**Clerk's File #**

OPR 2017-0770

**Renews #****Submitting Dept**

WASTEWATER MANAGEMENT

**Contact Name/Phone**

MIKE CANNON 625-4642

**Contact E-Mail**

MCANNON@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Agenda Item Name**

4320 - CONTRACT WITH ALS FOR SPECIALIZED TESTING OF WASTEWATER

**Cross Ref #****Project #****Bid #**

RFP 4372-17

**Requisition #****Agenda Wording**

Contract renewal with ALS Canada LTD., for specialized testing of wastewater and stormwater, which fulfills the Department of Ecology issued discharge permit. This is the first of two renewals for a total cost of \$55,930 + applicable tax.

**Summary (Background)**

As part of the current NPDES discharge permit, The Riverside Park Water Reclamation Facility (RPWRF) is required by the Department of Ecology to monitor wastewater for three toxic pollutants, PCBs (polychlorinated biphenyls), PBDEs (polybrominated diphenyl ethers), and 2,3,7,8-TCDD (2,3,7,8-tetrachlorodibenzo-p-dioxin). PCB testing is also a component of the City's stormwater permit. This is the first of two renewals of RFP #4372-17, beginning October 1, 2020 and ending on September 30, 2021.

**Fiscal Impact**

Grant related? NO

Public Works? NO

**Budget Account**

Expense \$ 55,930.00

# 4320.43260.35148.54950

Select \$

#

Select \$

#

Select \$

#

**Approvals****Dept Head**

COSTER, MICHAEL

**Division Director**

SIMMONS, SCOTT M.

**Finance**

ALBIN-MOORE, ANGELA

**Legal**

ODLE, MARI

**For the Mayor**

ORMSBY, MICHAEL

**Council Notifications****Study Session\Other**

PIES 9/28/20

**Council Sponsor****Distribution List**

hbarnhart@spokanecity.org

kkeck@spokanecity.org

mhughes@spokanecity.org

**Additional Approvals****Purchasing**

PRINCE, THEA

Tax &amp; Licenses

# Briefing Paper

## Public Infrastructure, Environment, and Sustainability

<b>Division &amp; Department:</b>	Public Works – Riverside Park Water Reclamation Facility
<b>Subject:</b>	Contract renewal for specialized testing of wastewater and stormwater, which fulfills the Department of Ecology issued discharge permit requirements to the City of Spokane.
<b>Date:</b>	September 28 <sup>th</sup> , 2020
<b>Contact (email &amp; phone):</b>	Michael Cannon, Assistant Plant Manager 625-4642 <a href="mailto:mcannon@spokanecity.org">mcannon@spokanecity.org</a>
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	PIES
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b>	
<b>Strategic Initiative:</b>	Innovative Infrastructure – Affordable Utility Rates
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Council approval to renew contract with ALS Environmental to provide specialized testing of wastewater and stormwater, at a yearly cost of \$55,930 plus applicable taxes.
<p><u>Background/History:</u> As part of the current NPDES discharge permit, The Riverside Park Water Reclamation Facility (RPWRF) is required by the Department of Ecology to monitor wastewater for three toxic pollutants, PCBs (polychlorinated biphenyls), PBDEs (polybrominated diphenyl ethers), and 2,3,7,8-TCDD (2,3,7,8-tetrachlorodibenzo-p-dioxin). PCB testing is also a component of the City's stormwater permit.</p> <p>This is the first of two, one-year renewals of RFP #4372-17, beginning October 1, 2020 and ending on September 30, 2021. The total contract period is five years.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> <li><u>Impact</u> – approval of specialized testing contract renewal will allow the facility to remain in regulatory compliance.</li> <li><u>Action</u> – RPWRF is seeking Council approval to authorize the first of two renewals.</li> <li><u>Funding</u> – Funding for this purchase is in the Wastewater Management budget and revenue is derived from sewer rates.</li> </ul>	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>If new, specify funding source: Department</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><u>Operations Impact:</u></p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	



City of Spokane

**CONTRACT RENEWAL  
1 OF 2**

**Title: HRGC/HRMS ANALYSIS OF  
ENVIRONMENTAL SAMPLES**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **ALS CANADA LTD.**, whose address is 1435 Norjohn Court, Burlington, Ontario, Canada L7L 0E6 as ("Firm"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein the Firm agreed to test wastewater samples using three High Resolution GC/MS methods: PCB Congeners by EPA Method 1668C, PBDE Congeners by EPA Method 1614, and 2,3,7,8-TCDD by EPA Method 1613; and*

*WHEREAS, the initial contract provided for 2 additional one-year renewals, with this being the 1st of those renewals.*

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

**1. CONTRACT DOCUMENTS.**

The original Contract executed by the parties on October 11, 2017, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. RENEWAL TERM.**

This Contract Renewal shall become effective on October 1, 2020 and run through September 3, 2021, unless terminates sooner.

**3. COMPENSATION.**

The City shall pay an estimated maximum amount not to exceed **FIFTY FIVE THOUSAND NINE HUNDRED THIRTY AND NO/100 (\$55,930.00)**, not including tax, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

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.

**ALS CANADA LTD.**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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



# 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:** 09/08/20

**Type of expenditure:** Goods ☐ Services ☒

**Department:** RPWRF

**Approving Supervisor:** Mike Cannon

**Amount of Proposed Expenditure:** \$55,930.00

**Funding Source:** Department/Sewer Rates

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

**Why is this expenditure necessary now?**

As part of the current NPDES discharge permit, The Riverside Park Water Reclamation Facility (RPWRF) is required by the Department of Ecology to monitor wastewater for three toxic pollutants, PCBs (polychlorinated biphenyls), PBDEs (polybrominated diphenyl ethers), and 2,3,7,8-TCDD (2,3,7,8-tetrachlorodibenzo-p-dioxin). PCB testing is also a component of the City's stormwater permit.

**What are the impacts if expenses are deferred?**

The facility will no longer be in regulatory compliance with Department of Ecology.

**What alternative resources have been considered?**

This was the lowest response for RFP #4372-17 and is the first of two renewals.

**Description of the goods or service and any additional information?**

Specialized testing of wastewater and stormwater, which fulfills the Department of Ecology issued discharge permit requirements to the City of Spokane.

**Person Submitting Form/Contact:** Heather Barnhart

**FINANCE SIGNATURE:**

Tonya Wallace

**CITY ADMINISTRATOR SIGNATURE:**

[Signature]

**From:** [Ron McLeod](#)  
**To:** [Donovan, Jeffery](#)  
**Cc:** [Barnhart, Heather](#); [Eckhart, Jon](#); [Claire Kocharakkal](#)  
**Subject:** RE: [EXTERNAL] - PCB/TCDD/PBDE Contract  
**Date:** Wednesday, September 2, 2020 7:26:16 AM  
**Attachments:** [image003.png](#)  
[image004.png](#)  
[image005.png](#)  
[image011.png](#)

---

**[CAUTION - EXTERNAL EMAIL - Verify Sender]**

Thanks for the enquiry. We are definitely supportive and are pleased to extend the contract under current pricing and conditions.

**Regards**

**Ron McLeod, Ph.D.**  
Director of Special Chemistries & Air Toxics, Eastern Canada  
Burlington Laboratory, Canada

**PLEASE NOTE: Our office will be closed Monday, September 7<sup>th</sup> 2020, for Labour Day.**



**T** +1 905 331 3111 **D** +1 905 340 0824  
**F** +1 905 331 4567 **M** +1 905 516 2687  
[ron.mcleod@alsglobal.com](mailto:ron.mcleod@alsglobal.com)  
1435 Norjohn Court, Unit 1  
Burlington, Ontario, Canada L7L 0E6

---

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[EnviroMail 22 – Surface Sampling and Detection for COVID-19](#)  
[EnviroMail 21 – PAH False Positive or Bias Risk from Suspended Solids in Groundwater](#)  
[EnviroMail 00 – Summary of all EnviroMails Canada](#)

---

**From:** Claire Kocharakkal  
**Sent:** Wednesday, September 2, 2020 9:46 AM  
**To:** Donovan, Jeffery <[jdonovan@spokanecity.org](mailto:jdonovan@spokanecity.org)>; Ron McLeod <[Ron.McLeod@ALSGlobal.com](mailto:Ron.McLeod@ALSGlobal.com)>  
**Cc:** Barnhart, Heather <[hbarnhart@spokanecity.org](mailto:hbarnhart@spokanecity.org)>; Eckhart, Jon <[jeckhart@spokanecity.org](mailto:jeckhart@spokanecity.org)>  
**Subject:** RE: [EXTERNAL] - PCB/TCDD/PBDE Contract

Hello Jeff,

I have included Ron on this correspondence as he usually addresses contract extensions.

**Ron**, can you please respond to Jeff regarding the below?

It looks like our contract with ALS for PCB/TCDD/PBDE monitoring expires at the end of this month (see

attached). Two 1-year contract extensions remain possible under the current agreement. Would ALS be interested in extending this contract with the City of Spokane for an additional year under current pricing/conditions?

Thank you!

**PLEASE NOTE: Our office will be closed Monday, September 7<sup>th</sup> 2020, for Labour Day.**

**Claire Kocharakkal**  
Account Manager, Environmental  
Canada



**T** +1 905 331 3111 **D** +1 905 340 0819  
**E** +1 905 331 4567  
[claire.kocharakkal@alsglobal.com](mailto:claire.kocharakkal@alsglobal.com)  
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Burlington, ON Canada, L7L 0E6

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[EnviroMail 23 - QQQ-ICPMS Lowers Ultra-Trace Metal DLs and Solves Cadmium False Positive Problem](#)  
[EnviroMail 22 - Surface Sampling and Detection for COVID-19](#)  
[EnviroMail 00 - Summary of all EnviroMails Canada](#)

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**From:** Donovan, Jeffery [<mailto:jdonovan@spokanecity.org>]  
**Sent:** Tuesday, September 01, 2020 5:48 PM  
**To:** Claire Kocharakkal <[claire.kocharakkal@ALSGlobal.com](mailto:claire.kocharakkal@ALSGlobal.com)>  
**Cc:** Barnhart, Heather <[hbarnhart@spokanecity.org](mailto:hbarnhart@spokanecity.org)>; Eckhart, Jon <[jeckhart@spokanecity.org](mailto:jeckhart@spokanecity.org)>  
**Subject:** [EXTERNAL] - PCB/TCDD/PBDE Contract

**CAUTION:** This email originated from outside of ALS. Do not click links or open attachments unless you recognize the sender and are sure content is relevant to you.

Hi Claire,

It looks like our contract with ALS for PCB/TCDD/PBDE monitoring expires at the end of this month (see attached). Two 1-year contract extensions remain possible under the current agreement. Would ALS be interested in extending this contract with the City of Spokane for an additional year under current pricing/conditions?

Thanks,

Jeff



**Jeff Donovan** | City of Spokane RPWRF | Environmental Analyst  
4401 N Aubrey L. White Parkway, Spokane, WA 99205  
(509) 625-4638 | [jdonovan@spokanecity.org](mailto:jdonovan@spokanecity.org)



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

10/05/2020

<u>Date Rec'd</u>	9/23/2020
<u>Clerk's File #</u>	OPR 2020-0731
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	5318-20
<u>Requisition #</u>	RE 019606

<u>Submitting Dept</u>	STREETS
<u>Contact Name/Phone</u>	CLINT HARRIS 625-7744
<u>Contact E-Mail</u>	CEHARRIS@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	1100 AUTOMATED PAVEMENT CONDITION SURVEY

**Agenda Wording**

Contract with Transmap Corporation (Columbus, OH) for condition assessment of the City's Arterial Street System not to exceed \$65,000.00 including tax.

**Summary (Background)**

IRFP #5318-20 closed to submissions via the City's electronic bidding portal on 8/26/20. Five (5) responses were received. The project's evaluation committee recommends award to Transmap as the firm with the best project approach at the lowest cost. Transmap will use proprietary pavement inspection vehicles with multiple sensor technologies to measure and rank pavement condition without disturbing traffic flow. This data will be used in Street department maintenance and replacement planning.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Expense	\$ 65,000.00	# 1100-21700-42300-54101-99999
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u><b>Dept Head</b></u>	HARRIS, CLINT E.	<u><b>Study Session\Other</b></u>	PIES 9/28/2020
<u><b>Division Director</b></u>	SIMMONS, SCOTT M.	<u><b>Council Sponsor</b></u>	PRESIDENT BEGGS
<u><b>Finance</b></u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u><b>Legal</b></u>	ODLE, MARI	Howard Luxhoj - hluxhoj@transmap.com	
<u><b>For the Mayor</b></u>	ORMSBY, MICHAEL	ceharris@spokanecity.org	
<u>Additional Approvals</u>		ccafaro@spokanecity.org	
<u><b>Purchasing</b></u>	PRINCE, THEA	sjohnson@spokanecity.org	

## Briefing Paper (PIES)

<b>Division &amp; Department:</b>	Public Works - Street Department
<b>Subject:</b>	TransMap Pavement Assessment
<b>Date:</b>	9/28/2020
<b>Contact (email &amp; phone):</b>	<a href="mailto:ceharris@spokanecity.org">ceharris@spokanecity.org</a> / 625-7744
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons
<b>Committee(s) Impacted:</b>	
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
<b>Strategic Initiative:</b>	Infrastructure
<b>Deadline:</b>	Before winter weather arrives
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Pavement assessment data for the City's Arterial Street system.

Background/History:

*Street pavement condition assessments have historically been completed using seasonal workers to subjectively assess pavement condition. This information was input into an outdated asset management database that the department has used for 10+ years. The department has been evaluating innovative ways to improve current processes. TransMap is a vendor that provides pavement inspection and management services and was selected thru the procurement process after RFQ's were solicited for this service. Data is collected using the vendor's proprietary pavement inspection vehicle which utilizes multiple sensor technologies to measure pavement condition and rank the condition. Using this process to gather information results in more consistent and accurate data to review and is safer to gather the information. The technology enables the vehicle to drive through the streets in normal traffic flow detecting defects in the surface and subsurface of the roadway driving at normal speeds. This information is then made available to run reports regarding the condition of the streets and provided to the City in dashboard level analysis and review.*

Executive Summary:

**Impact**

- The Street Department maintains 750 miles of Arterial Streets. Management of the pavement preservation requires accurate consistent data to be used for assessing the pavement surface.

**Action**

- Approval of the contract for pavement assessment data for the City's Arterial Street System

**Funding**

- Funding for this would come from the Arterial Street Fund

Budget Impact:

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

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

If new, specify funding source: Arterial Street Levy

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:** 6/18/2020

**Type of expenditure:**

Goods ☐

Services ☒

**Department:** Street Department

**Approving Supervisor:** Clint E. Harris

**Amount of Proposed Expenditure:** 99,000.00

**Funding Source:** Street Arterial Maintenance Funding

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

**Why is this expenditure necessary now?**

Pavement assessment is completed annually using seasonal workers. Seasonal workers for the 2020 year were not approved due to COVID-19 and a freeze placed on hiring. Completing pavement assessment using a vendor will provide a current assessment of pavement conditions.

**What are the impacts if expenses are deferred?**

Not having current information on pavement condition to use for prioritizing projects and the 6 year street maintenance plan.

**What alternative resources have been considered?**

The current process for assessing pavement condition is a manual process using seasonal workers. that is why the request is to utilize advanced technology and automated process to gather data.

**Description of the goods or service and any additional information?**

The request is to hire a Vendor for Automated data collection using a vehicle to survey arterial streets. Data would be uploaded into the Pavement Management program currently be used. This Vendor is capable of expanding the data points for additional information to be gathered in the future and also has software to provide a different Pavement Management program if there is a need to upgrade.

**Person Submitting Form/Contact:** Clint Harris 625-7744

**FINANCE SIGNATURE:**

DocuSigned by:

*Tonya Wallace*

CBC812B631244E9...

**CITY ADMINISTRATOR SIGNATURE:**

DocuSigned by:

*[Signature]*

9C36E3376992442...



September 25, 2020

Contract for OPR 2020-0731 not available at time of packet creation.

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

10/05/2020

Date Rec'd

9/25/2020

Clerk's File #

OPR 2020-0736

Renews #Submitting Dept

POLICE

Cross Ref #Contact Name/Phone

SHAWNA ERNST 625-4106

Project #Contact E-Mail

SERNST@SPOKANEPOLICE.ORG

Bid #Agenda Item Type

Contract Item

Requisition #Agenda Item Name

0680 LEXIPOL CONTRACT

Agenda Wording

Seeking approval for 3 year contract with Lexipol for Law Enforcement Policy Manual upgrade and subscription.

Summary (Background)

The Spokane Police Department seeks to enter into a contract with Lexipol LLC to receive Law Enforcement Policy Manual Updates and Daily Training Bulletins. The cost is \$44,832 for 2020, \$46,177 for 2021 and \$47,562 for 2022. The contract will expire March 31, 2023.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Expense \$ 138,571.00

# 0680-11470-21140-54904-99999

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

LUNDGREN, JUSTIN

Study Session\Other

PSC 08/31/2020

Division Director

LUNDGREN, JUSTIN

Council Sponsor

Councilmember Kinnear

Finance

SCHMITT, KEVIN

Distribution ListLegal

ODLE, MARI

For the Mayor

ORMSBY, MICHAEL

Additional ApprovalsPurchasing

## Briefing Paper

### (Public Safety & Community Health Committee)

<b>Division &amp; Department:</b>	Police
<b>Subject:</b>	3-year Lexipol agreement for Police policy manual & training bulletins
<b>Date:</b>	August 31st, 2020
<b>Contact (email &amp; phone):</b>	Dir. Jacqui MacConnell jmacconnell@spokanepolice.org
<b>City Council Sponsor:</b>	Councilmember Kinnear
<b>Executive Sponsor:</b>	Chief Craig Meidl
<b>Committee(s) Impacted:</b>	Public Safety & Community Health
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of 3-year contract for subscription to Lexipol for 24/7 access to Knowledge Management System (police policy manual) and Training Bulletins.
<b>Background/History:</b> The Spokane Police Department currently partners with Lexipol to provide continuously updated policy manual recommendations and Training Bulletins.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>• Annual subscription fees are as follows:             <ul style="list-style-type: none"> <li>○ 2020 - \$44,832</li> <li>○ 2021 - \$46,177</li> <li>○ 2022 - \$47,562</li> </ul> </li> </ul> <p>Lexipol is a private company that provides continuously updated policies for public safety and local government. They also provide on-line training and an electronic policy management platform that allows us disseminate our policies electronically through which we can also track who has accepted the updated policies. The department is able to review their updates and accept the updates that apply to our department just as we are able to personalize the policies for the Spokane Police Department.</p>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input 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.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

# 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:** 8/24/2020

**Type of expenditure:** Goods ☐ Services ☒

**Department:** Police

**Approving Supervisor:** Kevin Schmitt

**Amount of Proposed Expenditure:** \$138,571

**Funding Source:** General Fund - Fund 0680

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

**Why is this expenditure necessary now?**

Current subscription with Lexipol is expired. Total proposed amount is total after 3 years.  
Annual payments of 2020 - \$44,832 2021 - \$46,177 2022 - \$47,562

**What are the impacts if expenses are deferred?**

Annual subscription fee that is required to keep access to the system and platform.

**What alternative resources have been considered?**

Unknown.

**Description of the goods or service and any additional information?**

Lexipol is a private company that provides continuously updated policies for public safety and local government. They also provide on-line training and an electronic policy management platform that allows us disseminate our policies electronically through which we can also track who has accepted the updated policies. We are able to review their updates and accept the updates that apply to our department just as we are able to personalize the policies for the Spokane Police Department.

**Person Submitting Form/Contact:** Kevin Schmitt x4087

**FINANCE SIGNATURE:**

DocuSigned by:  
  
CBC812B631244E0...

**CITY ADMINISTRATOR SIGNATURE:**

DocuSigned by:  
  
9C36E337699244Z...



## **PERSONAL SERVICES AGREEMENT**

**TITLE: LEXIPOL, LLC FOR POLICY MANUAL UPDATE  
SUBSCRIPTION FOR THE CITY OF SPOKANE  
POLICE DEPT.**

This Agreement is made and entered into by and between the **City of Spokane** (Police Dept.), a Washington municipal corporation, whose address is West 1 100 Mallon Avenue, Spokane, Washington, 99260, as ("City") and **Lexipol, LLC.**, whose address is 2611 Internet Blvd., Suite 100, Frisco, Texas, 75034, as ("Company").

WHEREAS, the City of Spokane's Police Department desires to update its Policy Manual Subscription;

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

### **1. TERM OF AGREEMENT / RENEWAL**

The term of this Agreement is for three (3) years to begin April 1, 2020 and end March 31, 2023 unless amended by written agreement or terminated earlier under the provisions. This agreement may be renewed two (2) times at one (1) year terms upon agreement of the Parties.

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

The Company 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 Company is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Company's control.

### **3. SCOPE OF WORK.**

The General Scope of Work for this Agreement is described in Attachment C, the proposal, 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 Personal Services Agreement controls.



The Company shall provide the following services for the City:

Provide an annual law enforcement policy manual and daily training for the City of Spokane Police Dept.

The Work is subject to City review and approval. The Company 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 Company's progress.

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

Total compensation for Company's services under this Agreement shall not exceed **ONE HUNDRED THIRTY EIGHT THOUSAND, FIVE HUNDRED SEVENTY ONE AND 10/100 DOLLARS (\$138,571.00)**, including taxes, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

Payment for services will be paid yearly on the following schedule:

Year 1	\$44,832.00
Year 2	\$46,177.00
Year 3	<u>\$47,562.00</u>
	\$138,571.00

The Company shall submit its applications for payment to City of Spokane, Police Dept. West 1 100 Mallon Avenue, Spokane, Washington 99260. Payment will be made via direct deposit/ACH within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

All invoices submitted for payment should reference this Agreement's OPR Number set forth as follows: "OPR-XXXX-XXXX" for the City's accounting reference.

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

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

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

Section 8.01 .070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Company shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-4517985 to obtain a business registration. If the Company does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

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

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

## **8. INDEMNIFICATION.**

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

## **9. INSURANCE.**

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

A. Worker's Compensation Insurance in compliance with RCW 51 .12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of One Million Dollars (\$1,000,000)

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

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

D. Professional Liability Insurance with a combined single limit of not less than \$1 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

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

## **11. AUDIT.**

The Company and its sub-consultants shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The Company and its sub-consultants shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

## **12. INDEPENDENT COMPANY.**

The Company is an independent Company. This Agreement does not intend the Company to act as a City employee. The City has neither direct nor immediate control over the Company nor the right to control the manner or means by which the Company works. Neither the Company nor any Company employee shall be an employee of the City. This Agreement prohibits the Company to act as an agent or legal representative of the City. The Company 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 Company shall pay all income and other taxes as due.

## **13. KEY PERSONS.**

The Company shall not transfer or reassign any individual designated in this Agreement as essential to the

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

## **14. ASSIGNMENT AND SUBCONTRACTING.**

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

## **15. TERMINATION.**

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

## **16. STANDARD OF PERFORMANCE.**

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

**17. CERTIFICATE REGARDING DEBARMENT AND SUSPENSION.**  
**(Attachment A)**

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.

**18. ANTI KICK-BACK.**

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this 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.

**19. MISCELLANEOUS PROVISIONS.**

- A.** Amendments/Modifications: This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.
- B.** The Company, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Company shall comply with the requirements of this Section.
- C.** This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D.** Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E.** Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F.** Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Neither the acceptance by the City of any performance by the Company after the time the same shall have become due nor payment to the Company for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G** Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the

City and the Company. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.

- H** No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

**LEXIPOL, LLC.**

**CITY OF SPOKANE**

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

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

By: \_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name / Title

\_\_\_\_\_  
WA. UBI No. City of Spokane Business  
Endorsement

Attest:

Approved as to form:

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

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

Attachment A: Certificate Regarding Debarment

Attachment B: Scope of Work

2020-08-17-3



## AGREEMENT FOR USE OF SUBSCRIPTION MATERIAL

**Agency's Name:** Spokane Police Department  
**Agency's Address:** 1100 W. Mallon Ave.  
Spokane, Washington 99260  
Attention: Shawna Ernst

**Lexipol's Address:** 2611 Internet Blvd Ste 100  
Frisco, TX 75034  
Attention: Michael Renoux

**Effective Date:** April 1, 2020  
*(to be completed by Lexipol upon receipt of signed Agreement)*

The Agreement for Use of Subscription Material is between Lexipol, LLC, a Delaware limited liability company ("**Lexipol**"), and the Agency identified above. The Agreement consists of (a) this cover sheet; (b) **Exhibit A** (Subscriptions and Services Being Purchased and Related Fees) attached to this cover sheet, (c) **Exhibit B** (General Terms and Conditions) attached to this cover sheet, and (d) **Exhibit C** (Scope of Services) attached to this cover sheet. Capitalized terms that are used in Exhibit A and not defined therein shall have the respective meanings given to them in Exhibit B.

### AGENCY

### LEXIPOL, LLC

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: Van Holland  
Title: Chief Financial Officer  
Date Signed: \_\_\_\_\_

**EXHIBIT A****SUBSCRIPTIONS AND SERVICES BEING PURCHASED AND RELATED FEES**

Agency is purchasing the following:

PRODUCT	TERM	2020 Price	2021 Price	2022 Price
Annual Law Enforcement Subscription:				
Annual Law Enforcement Policy Manual and Daily Training	Annual	\$44,832	\$46,177	\$47,562
GRAND TOTAL		\$44,832	\$46,177	\$47,562

Pricing is based on

☒ Law Enforcement - No. of Authorized Sworn Officers 328  
(insert #)

☐ Custody - No. of Beds \_\_\_\_\_  
(insert #)

☐ Fire - No. of Authorized Staff \_\_\_\_\_  
(insert #)

☐ Probation - No. of Authorized Parole Officers \_\_\_\_\_  
(insert #)



## EXHIBIT B

## GENERAL TERMS AND CONDITIONS

1. **Definitions.** For purposes of this Agreement, each of the following terms will have the meaning indicated in this Section:

1.1 **Agency's Account.** "***Agency's Account***" means the account by which Agency accesses the Subscription Materials.

1.2 **Agreement.** "***Agreement***" means (a) the cover sheet to which these General Terms and Conditions are attached, (b) Exhibit A (Subscriptions and Services Being Purchased and Related Fees) attached to that cover sheet, (c) these General Terms and Conditions, and (d) Exhibit C (Scope of Services).

1.3 **Initial Term/Contract Year.** "***Initial Term***" means the twelve-month period commencing on the Effective Date and "***Contract Year***" means each twelve-month period commencing on each anniversary of the Effective Date, except as may otherwise be modified by Section 2.1 Term below.

1.4 **Derivative Work.** "***Derivative Work***" means a work that is based on the Subscription Material or any portion thereof, such as a revision, modification, abridgement, condensation, expansion, or any other form in which the Subscription Material or any portion thereof may be recast, transformed, or adapted. For purposes of this Agreement, a Derivative Work also includes any compilation that incorporates any portion of the Subscription Material. Further, "***Derivative Work***" includes any work considered a "derivative work" under United States copyright law.

1.5 **Effective Date.** "***Effective Date***" means the date specified on the cover sheet to which these General Terms and Conditions are attached.

1.6 **Subscription Materials.** "***Subscription Materials***" means the policy manuals, supplemental policy publications, daily training bulletins and other materials provided by Lexipol to Agency from time to time during the term of this Agreement under the subscriptions purchased by Agency as specified in Exhibit A.

2. **Term and Termination.**

2.1 **Term.** This Agreement is effective upon the execution and delivery of this Agreement by both Lexipol and Agency, and shall continue in effect until the expiration of the Initial Term; provided, however, that the term of this Agreement will automatically be extended for successive one-year periods thereafter (each a Contract Year), unless either party gives written notice to the other party to the contrary not less than thirty (30) days prior to the expiration of the Initial Term or the then current Contract Year, as the case may be. Notwithstanding the foregoing, however, this Agreement will be subject to termination as provided in Section 2.2 below.

2.2 **Termination.** This Agreement may be terminated by either party, effective immediately, (a) in the event that the other party fails to discharge any obligation or remedy any default under this Agreement for a period of more than thirty (30) calendar days after it has been given written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

**2.3 Effect of Expiration or Termination.** Upon the expiration or termination of this Agreement, all of the rights granted to Agency by this Agreement to the subscriptions identified on Exhibit A shall automatically terminate. The termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration. The right to terminate this Agreement pursuant to Section 2.2 above shall be in addition to, and not in lieu of, any other remedy, legal or equitable, to which the terminating party shall be entitled at law or in equity. The provisions of Sections 1 (Definitions), 4 (Copyright; Derivative Works; Lexipol's Ownership), 5 (Right to Use; Limitations on Use of Subscription Material and Derivative Works), 7 (Privacy Policy), 8 (Policy Adoption), 9 (Disclaimer of Liability), 10 (Limitation of Liability), 13 (Miscellaneous), and this Section 2.3 shall survive the expiration or termination of this Agreement for any reason whatsoever.

### **3. Subscription Fees, Etc.**

**3.1 Subscription Fee/Invoicing.** Lexipol will invoice Agency at the commencement of the Subscription Service (Initial Term) and thirty (30) days prior to the date for each Contract Year (refer to 2.1 above). Agency will pay to Lexipol the subscription fee specified on Exhibit A within thirty (30) days following Agency's receipt of the invoice for such subscription and renewal fees. All invoices will be sent to Agency at the address for Agency specified on the cover sheet to which these General Terms and Conditions are attached. All payments will be made to Lexipol at the address for Lexipol specified on the cover sheet to which these General Terms and Conditions are attached. Lexipol reserves the right to increase pricing for subsequent Contract Years.

**3.2 Taxes; Past Due Amounts.** All amounts required to be paid under this Agreement, unless otherwise stated on Exhibit A, are exclusive of all taxes and similar fees now in force or enacted in the future imposed on the subscriptions purchased by Agency under this Agreement and/or delivery by Lexipol to Agency of Subscription Material, all of which Agency will be responsible for and will pay in full, except for taxes based on Lexipol's net income. In the event any amount owed by Agency is not paid when due, and such failure is not cured within ten (10) days after written notice thereof from Lexipol, then in addition to any other amount due, Agency shall pay a late payment charge on the overdue amount at a rate equal to the lower of (a) one percent (1%) per month, or (b) the highest rate permitted by applicable law.

**4. Copyright; Derivative Works; Lexipol's Ownership.** Agency acknowledges and agrees that the Subscription Material is a proprietary product of Lexipol, protected under U.S. copyright law, and that Lexipol reserves all rights not expressly granted in this Agreement. Subject to the terms and conditions contained in this Agreement, Lexipol hereby grants Agency the right to prepare Derivative Works, except as limited by the terms of this agreement; provided, however, that Agency acknowledges and agrees that Lexipol will be the sole owner of all right, title and interest in and to all Derivative Works prepared by or for Agency, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto, and Agency hereby assigns and transfers to Lexipol all right, title and interest in and to all Derivative Works prepared by or for Agency, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto. Agency will not remove from any copies of the Subscription Material provided by Lexipol to Agency any copyright notice or other proprietary notice of Lexipol appearing thereon, and shall include such copyright and other notices at the appropriate place on each copy of the Subscription Material and each copy of any Derivative Work made by or for Agency, in any form.

**5. Right to Use; Limitations on Use of Subscription Material and Derivative Works.** Subject to the terms and conditions contained in this Agreement, Lexipol hereby grants to Agency a perpetual, personal, fully paid-up, right to use, except as limited by the terms of this agreement the Subscription Material and any Derivative Works prepared by or for Agency, solely for the Agency's internal purposes. Agency will not use, copy, republish, lend, distribute, post on servers, transmit, redistribute, display, in whole or in part, by any means or medium, electronic or mechanical, or by any

information storage and retrieval system, any Subscription Material or any Derivative Work prepared by or for Agency other than as expressly authorized by the immediately preceding sentence. Without limiting the generality of the foregoing, Agency will not import, upload, or otherwise make available any Subscription Material or any Derivative Work prepared by or for Agency into or onto any third party knowledge, document, or other content management system or service without Lexipol's prior written consent. The foregoing does not, however, prohibit or restrict Agency from providing Subscription Material or Derivative Works prepared by or for Agency pursuant to an order from a court or other governmental agency or other legal process, or Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, nor does it prohibit or restrict Agency from displaying the adopted/approved final policy document on a publicly accessible website for official Agency purposes, so long as Agency includes the appropriate copyright and other proprietary notices on such final policy document as required by Section 4 above.

**5. Account Security.** Agency is solely responsible for maintaining the confidentiality of Agency's user name(s) and password(s) and the security of Agency's Account. Agency will not permit access to Agency's Account, or use of Agency's user name(s) and/or password(s) by any person or entity other than authorized Agency personnel. Agency will immediately notify Lexipol in writing if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's Account or Agency's user name(s) and/or password(s).

**7. Privacy Policy.** Lexipol will hold all information Agency provides in confidence unless required to provide information in accordance with an order from a court or other governmental agency or other legal process such as a Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request. Lexipol will use commercially reasonable efforts to ensure the security of information provided by Agency. Lexipol's system also uses Secure Socket Layer (SSL) Protocol for browsers supported by Lexipol application(s). SSL encrypts information as it travels between the Agency and Lexipol. However, Agency acknowledges and agrees that Internet data transmission is not always 100% secure and Lexipol does not warrant or guaranty that information Agency transmits utilizing the Lexipol system or online platform is 100% secure.

Agency acknowledges that Lexipol may provide view-only access and summary information (including but not limited to, status of number of policies developed or in development, percentage of staff reviews of developed policies, and percentage of DTBs taken) to the Agency's affiliated Risk Management Authority, Insurance Pool or Group, or Sponsoring Association, if they are actively funding their member Agencies' Subscription Fees.

**8. Policy Adoption.** Agency hereby acknowledges and agrees that any and all policies and Daily Training Bulletins (DTBs) included in the Subscription Material provided by Lexipol have been individually reviewed, customized and adopted by Agency for use by Agency. Agency further acknowledges and agrees that neither Lexipol nor any of its agents, employees or representatives shall be considered "policy makers" in any legal or other sense and that the chief executive of Agency will, for all purposes, be considered the "policy maker" with regard to each and every such policy and DTB.

**9. Disclaimer of Liability.** Agency acknowledges and agrees that Lexipol its officers, agents, managers, and employees will have no liability to Agency or any other person or entity arising from or related to the Subscription Materials, or any act or omission by Agency or its personnel pursuant to, or in reliance on, any of the Subscription Materials.

**10. Limitation of Liability.** Lexipol's cumulative liability to Agency and any other person or entity for any loss or damages resulting from any claims, demands, or actions arising out of or relating to this Agreement or the use of any Subscription Materials shall not exceed the subscription fees actually paid to Lexipol for the use of the Subscription Materials under this Agreement during the twelve-month period immediately prior to the assertion of such claim, demand or action. In no event shall Lexipol be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if Lexipol has

been advised of the possibility of such damages. The limitations set forth in this Section shall apply whether Agency's claim is based on breach of contract, tort, strict liability, product liability or any other theory or cause of action.

**11. Non-Transferability.** The subscriptions and rights to use the Subscription Material granted by this Agreement are personal to Agency and Agency shall not assign or otherwise transfer the same to any other person or entity.

**12. Confidentiality.** From time to time during the term of this Agreement, either party may be required to disclose information to the other party that is marked "confidential" or the like, or that is of such a type that the confidentiality thereof is reasonably apparent ("Confidential Information"). The receiving party will: (a) limit disclosure of any Confidential Information of the other party to the receiving party's directors, officers, employees, agents and other representatives (collectively "Representatives") who have a need to know such Confidential Information in connection with the business relationship between the parties to which this Agreement relates, and only for that purpose; (b) advise its Representatives of the confidential nature of the Confidential Information and of the obligations set forth in this Agreement and require such Representatives to keep the Confidential Information confidential and to use it only as permitted by this Agreement; (c) keep all Confidential Information confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information received by it to any third party (except as otherwise provided for herein). Notwithstanding the foregoing, however, a party may disclose Confidential Information of the other party pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request, or Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, or similar method, provided that the party proposing to make any such disclosure will promptly notify, to the extent practicable, the other party in writing of such demand for disclosure so that the other party may, at its sole expense, seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. Each party shall be responsible for any breach of this Section by any of such party's Representatives.

#### **Miscellaneous.**

**13.1 Governing Law.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of California, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

**13.2 Entire Agreement.** This Agreement embodies the entire agreement and understanding of the parties hereto and hereby expressly supersedes any and all prior written and oral agreements and understandings with respect to the subject matter hereof, including without limitation any and all agreements and understandings pertaining to the use of the Subscription Materials by Agency. No representation, promise, inducement, or statement of intention has been made by any party hereto that is not embodied in this Agreement. Terms and conditions set forth in any purchase order, or any other form or document of Agency, which are inconsistent with, or in addition to, the terms and conditions set forth in this Agreement, are hereby objected to and rejected in their entirety, regardless of when received, without further action or notification by Lexipol, and shall not be considered binding on Lexipol unless specifically agreed to in writing by it.

**13.3 Headings.** The captions and other headings contained in this Agreement are for convenience only and shall not be considered a part of or affect the construction and interpretation of any provision of this Agreement.

**13.4 Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document.

**13.5 Amendment.** No amendment, modification, or supplement to this Agreement shall be binding unless it is in writing and signed by the party sought to be bound thereby.

**13.6 Attorney's Fees.** If any action is brought by either party to this Agreement against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorneys' fees and expenses of litigation.

**13.7 General Interpretation.** The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement. No rule of strict construction will be applied against any person or entity.

**13.8 Notices.** Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given by personal delivery, by certified mail, postage prepaid, or by recognized overnight delivery service to the appropriate party at the address of such party stated on the cover sheet to which these General Terms and Conditions are attached, or such other address as such party may indicate by a notice delivered to the other party in accordance with the terms of this Section. Alternatively, electronic mail or facsimile notice is acceptable when acknowledged by the receiving party.

**13.9 Invalidity of Provisions.** Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. Further, if a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, then the parties agree that the court should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

**13.10 Waiver.** Lexipol's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

End of General Terms and Conditions



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/19/2020

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).

<b>PRODUCER</b> RBN Insurance Services 303 E Wacker Dr Ste 650 Chicago IL 60601	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 312-856-9400 <b>E-MAIL ADDRESS:</b> rdelich@rbninsurance.com	<b>FAX (A/C, No):</b> 312-856-9425
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
INSURER A: Continental Casualty Company		20443
INSURER B: Continental Insurance Company		35289
INSURER C: Hiscox Insurance Co. Inc.		10200
INSURER D: Hartford Underwriters Ins. Co.		30104
INSURER E:		
INSURER F:		

**COVERAGES****CERTIFICATE NUMBER:** 825414262**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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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:			6043284498	8/20/2020	8/20/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Excluded \$
A	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <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			6043284484	8/20/2020	8/20/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6043284520	8/20/2020	8/20/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A	83WEAH1XJT	8/20/2020	8/20/2021	<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
C	Professional Liability/ Multimedia Liability			US UUA 2688184.20	8/20/2020	8/20/2021	Each Claim/Aggregate 5,000,000

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

The City of Spokane is an Additional Insured as respects General Liability as required by a written contract or written agreement.

**CERTIFICATE HOLDER****CANCELLATION**City of Spokane Spokane Police Department  
Attn: Angie Napolitano  
1100 W Mallon  
Spokane WA 99260

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

**ATTACHMENT A**

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

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

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

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

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

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

10/05/2020

Date Rec'd

9/23/2020

Clerk's File #

ORD C35949

Renews #Submitting Dept

FINANCE &amp; 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 CITY COVID-19 RESPONSE

Agenda Wording

To provide funding for City operational costs incurred due to the COVID-19 public health emergency during the period of March 1, 2020 thru November 30, 2020.

Summary (Background)

The Washington State Department of Commerce awarded \$6,660,000 of the state's CARES Act funding to the City of Spokane. Through two previous SBOs, the City granted approximately \$4 million to community partners to provide support and mitigation for people and businesses impacted by the COVID-19 pandemic. The balance of the original Commerce award, plus costs eligible for reimbursement from FEMA, will reimburse City departments for costs incurred during the eligible time period.

Fiscal Impact

Grant related? YES

Budget Account

Public Works? NO

Revenue \$ 3,243,903

# Various Accounts

Expense \$ 3,243,903

# Various Accounts

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

INGIOSI, PAUL

Study Session\OtherFinance Committee -  
9/21Division Director

WALLACE, TONYA

Council Sponsor

CM Mumm

Finance

BUSTOS, KIM

Distribution ListLegal

PICCOLO, MIKE

For the Mayor

ORMSBY, MICHAEL

Additional ApprovalsPurchasingBUDGET

INGIOSI, PAUL

GRANTS &  
CONTRACT MGMT

STOPHER, SALLY



## Briefing Paper

### Finance and Administration

<b>Division &amp; Department:</b>	Finance
<b>Subject:</b>	SBO for City COVID-19 Response
<b>Date:</b>	09/21/2020
<b>Contact (email &amp; phone):</b>	Paul Ingiosi / pingiosi@spokanecity.org / (509) 625-6061
<b>City Council Sponsor:</b>	Council Member Mumm
<b>Executive Sponsor:</b>	Tonya Wallace
<b>Committee(s) Impacted:</b>	Finance Committee
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Budget
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	To reimburse funds for allowable City COVID-related response expenses from the Federal Emergency Management Agency and federal CARES Act funds passed through the Washington State Department of Commerce.
<b><u>Narrative:</u></b> - Revenue and expenses for City operation COVID-related costs.	
<b><u>Executive Summary:</u></b>  The SBO recognizes the balance of the original CARES Act funding made available to the City through the state's Department of Commerce in the amount of approximately \$2.6 million plus approximately \$614,000 in FEMA reimbursements to the City. Expenditures for each department represent actuals plus encumbrances for CARES and FEMA eligible costs.	
<b><u>Budget Impact:</u></b> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" 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: Transfer of budget capacity from ITSD to Purchasing Other budget impacts: (revenue generating, match requirements, etc.) None	
<b><u>Operations Impact:</u></b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	



# 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:

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CITY ADMINISTRATOR SIGNATURE:

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## ORDINANCE NO C35949

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:	0020-93529	Non-Departmental	
	99999-33311	Dept of Commerce	\$699,157
	0020-98867		
	99999-33183	FEMA	\$29,444
			<u>\$728,601</u>
TO:	0020-88100	Nondepartmental	
	18900-59951	Reserve for Budget Adjustment	\$609,618
	0030-11500	Police Ombudsman	
	57200-59951	Reserve for Budget Adjustment	\$363
	0230-30600	Civil Service	
	18100-59951	Reserve for Budget Adjustment	\$59
	0260-32100	City Clerk	
	14230-59951	Reserve for Budget Adjustment	\$368
	0300-53010	Human Services	
	65430-59951	Reserve for Budget Adjustment	\$501
	0330-37100	Public Affairs/Communications	
	18900-59951	Reserve for Budget Adjustment	\$121
	0350-57110	Community Centers	
	75500-59951	Reserve for Budget Adjustment	\$50,551
	0370-30210	Engineering Services	
	44200-59951	Reserve for Budget Adjustment	\$3,438
	0410-34100	Finance	
	14230-59951	Reserve for Budget Adjustment	\$2,068
	0500-15100	Legal	
	15300-59951	Reserve for Budget Adjustment	\$1,552

0560-13100	Municipal Court	
12500-59951	Reserve for Budget Adjustment	\$27,953
0620-31100	Human Resources	
18100-59951	Reserve for Budget Adjustment	\$1,020
0650-30210	Planning Services	
58620-59951	Reserve for Budget Adjustment	\$961
0680-11410	Police	
21250-59951	Reserve for Budget Adjustment	\$15,416
0690-16100	Probation Services	
23100-59951	Reserve for Budget Adjustment	\$1,711
0700-14100	Public Defender	
15930-59951	Reserve for Budget Adjustment	\$7,302
0860-30400	Treasury Services	
14230-59951	Reserve for Budget Adjustment	\$1,729
		<u>\$ 728,601</u>

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

FROM:	1100-93529	Street Fund	
	99999-33311	Dept of Commerce	\$9,821
	1100-98867		
	99999-33183	FEMA	\$3,827
			<u>\$13,648</u>
TO:	1100-21700	Street Fund	
	42300-59951	Reserve for Budget Adjustment	\$5,103
	1100-99999		
	99999	Unappropriated Reserves	\$8,545
			<u>\$23,783</u>

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

FROM:	1200-93529	Code Enforcement Fund	
	99999-33311	Dept of Commerce	\$8,095
	1200-98867		
	99999-33183	FEMA	\$1,246
			<u>\$9,341</u>
TO:	1200-30210	Code Enforcement Fund	
	24600-59951	Reserve for Budget Adjustment	\$1,661
	1200-99999		
	99999	Unappropriated Reserves	\$7,680
			<u>\$ 9,341</u>

Section 4. That in the budget of the Library Fund, and the budget annexed thereto with reference to the Library Fund, the following changes be made:

FROM:	1300-93529	Library Fund	
	99999-33311	Dept of Commerce	\$10,729
	1300-98867		
	99999-33183	FEMA	\$17,656
			<u>\$ 28,385</u>
TO:	1300-30210	Library Fund	
	72100-59951	Reserve for Budget Adjustment	\$24,958
	1300-99999		
	99999	Unappropriated Reserves	\$3,427
			<u>\$ 28,385</u>

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

FROM:	1400-93529	Park Fund	
	99999-33311	Dept of Commerce	\$26,690
	1400-98867		
	99999-33183	FEMA	\$6,320
			<u>\$ 33,010</u>
TO:	1400-30210	Park Fund	
	76120-59951	Reserve for Budget Adjustment	\$12,140
	1400-99999		
	99999	Unappropriated Reserves	\$20,870
			<u>\$ 33,010</u>

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

FROM:	1460-93529	Parking System Fund	
	99999-33311	Dept of Commerce	\$27,516
	1460-98867		
	99999-33183	FEMA	\$1,525
			<u>\$29,041</u>
TO:	1460-21200	Parking System Fund	
	21710-59951	Reserve for Budget Adjustment	\$2,453
	1460-99999		
	99999	Unappropriated Reserves	\$26,588
			<u>\$29,041</u>

Section 7. That in the budget of the LEIS Fund, and the budget annexed thereto with reference to the LEIS Fund, the following changes be made:

FROM:	1510-93529 99999-33311	LEIS Fund Dept of Commerce	\$11,663
			<u>\$11,663</u>
TO:	1510-99999 99999	LEIS Fund Unappropriated Reserves	\$11,663
			<u>\$11,663</u>

Section 8. That in the budget of the Human Services Grants Fund, and the budget annexed thereto with reference to the Human Services Grants Fund, the following changes be made:

FROM:	1540-95593 65410-33183	Human Services Grants Fund FEMA	\$100,000
			<u>\$ 100,000</u>
TO:	1540-95593 65430-53201 1540-95593 65410-54201	Human Services Grants Fund Operating Supplies Contractual Services	\$18,171 \$81,829
			<u>\$ 100,000</u>

Section 9. That in the budget of the Intermodal Facility Operations Fund, and the budget annexed thereto with reference to the Intermodal Facility Operations Fund, the following changes be made:

FROM:	1570-93529 99999-33311	Intermodal Facility Operations Fund Dept of Commerce	\$58,214
			<u>\$ 58,214</u>
TO:	1570-23100 18200-54920	Intermodal Facility Operations Fund Alarm/Security Services	\$58,214
			<u>\$ 58,124</u>

Section 10. That in the budget of the Public Safety Personnel Fund, and the budget annexed thereto with reference to the Public Safety Personnel Fund, the following changes be made:

FROM:	1625-93529 99999-33311 1625-98867 99999-33183	Public Safety Personnel Fund Dept of Commerce FEMA	\$5,461 \$9,674
			<u>\$ 15,135</u>
TO:	1625-99999 99999	Public Safety Personnel Fund Unappropriated Reserves	\$15,135
			<u>\$ 15,135</u>

Section 11. That in the budget of the Combined Communications Center Fund, and the budget annexed thereto with reference to the Combined Communications Center Fund, the following changes be made:

FROM:	1630-93529	Combined Communications Center Fund	
	99999-33311	Dept of Commerce	\$2,309
	1630-98867	Combined Communications Center Fund	
	99999-33183	FEMA	\$2,105
			<u>\$4,414</u>
TO:	1630-99999	Combined Communications Center Fund	
	99999	Unappropriated Reserves	\$4,414
			<u>\$4,414</u>

Section 12. That in the budget of the CD/HS Operations Fund, and the budget annexed thereto with reference to the CD/HS Operations Fund, the following changes be made:

FROM:	1680-93529	CD/HS Operations Fund	
	99999-33311	Dept of Commerce	\$1,873
			<u>\$ 1,873</u>
TO:	1680-99999	CD/HS Operations Fund	
	99999	Unappropriated Reserves	\$1,873
			<u>\$ 1,873</u>

Section 13. That in the budget of the Miscellaneous Community Development Grants Fund, and the budget annexed thereto with reference to the Miscellaneous Community Development Grants Fund, the following changes be made:

FROM:	1700-93529	Miscellaneous Community Development Grants Fund	
	99999-33311	Dept of Commerce	\$1,127,501
			<u>\$ 1,127,501</u>
TO:	1700-95590	Miscellaneous Community Development Grants Fund	
	65410-59951	Reserve for Budget Adjustment	\$1,127,501
			<u>\$ 1,127,501</u>

Section 14. That in the budget of the Emergency Medical Services Fund, and the budget annexed thereto with reference to the Emergency Medical Services Fund, the following changes be made:

FROM:	1970-93529	Emergency Medical Services Fund	
	99999-33311	Dept of Commerce	\$234,462
	1970-98867		
	99999-33183	FEMA	\$416,732
			<u>\$ 651,194</u>
TO:	1970-35121	Emergency Medical Services Fund	
	22300-59951	Reserve for Budget Adjustment	\$211,058
	1970-99999		
	99999	Unappropriated Reserves	\$440,136
			<u>\$ 651,194</u>

Section 15. That in the budget of the Water - Wastewater Fund (Water Division), and the budget annexed thereto with reference to the Water - Wastewater Fund (Water Division), the following changes be made:

FROM:	4100-93529	Water – Wastewater Fund (Water Division)	
	99999-33311	Dept of Commerce	\$107,760
	4100-98867		
	99999-33183	FEMA	\$5,069
			<u>\$ 112,829</u>
TO:	4100-42440	Water – Wastewater Fund (Water Division)	
	34148-59951	Reserve for Budget Adjustment	\$6,759
	4100-99999		
	99999	Unappropriated Reserves	\$106,070
			<u>\$ 112,829</u>

Section 16. That in the budget of the ICM Fund, and the budget annexed thereto with reference to the ICM Fund, the following changes be made:

FROM:	4250-93529	ICM Fund	
	99999-33311	Dept of Commerce	\$2,804
			<u>\$ 2,804</u>
TO:	4250-99999	ICM Fund	
	99999	Unappropriated Reserves	\$2,804
			<u>\$ 2,804</u>



Section 17. That in the budget of the Water - Wastewater Fund (Sewer Maintenance Division), and the budget annexed thereto with reference to the Water – Wastewater Fund (Sewer Maintenance Division), the following changes be made:

FROM:	4310-93529	Water – Wastewater Fund (Sewer Maintenance Division)	
	99999-33311	Dept of Commerce	\$4,935
	4310-98867		
	99999-33183	FEMA	\$2,255
			<u>\$6,650</u>
TO:	4310-43117	Water – Wastewater Fund (Sewer Maintenance Division)	
	35148-59951	Reserve for Budget Adjustment	\$3,007
	4310-99999		
	99999	Unappropriated Reserves	\$4,183
			<u>\$6,650</u>

Section 18. That in the budget of the Advanced WW Treatment Fund, and the budget annexed thereto with reference to the Advanced WW Treatment Fund, the following changes be made:

FROM:	4320-93529	Advanced WW Treatment Fund	
	99999-33311	Dept of Commerce	\$28,299
	4320-98867		
	99999-33183	FEMA	\$4,260
			<u>\$ 32,559</u>
TO:	4320-99999	Advanced WW Treatment Fund	
	99999	Unappropriated Reserves	\$26,879
	4320-30210		
	35141-59951	Reserve for Budget Adjustment	\$5,680
			<u>\$ 32,559</u>

Section 19. That in the budget of the Stormwater Fund, and the budget annexed thereto with reference to the Stormwater Fund, the following changes be made:

FROM:	4330-93529	Stormwater Fund	
	99999-33311	Dept of Commerce	\$7,067
			<u>\$7,067</u>
TO:	4330-99999	Stormwater Fund	
	99999	Unappropriated Reserves	\$7,067
			<u>\$7,067</u>

Section 20. That in the budget of the Water - Wastewater Fund (Environmental Programs), and the budget annexed thereto with reference to the Water – Wastewater Fund (Environmental Programs), the following changes be made:

FROM:	4360-93529	Water – Wastewater Fund (Environmental Programs)	
	99999-33311	Dept of Commerce	\$55
	4360-98867	Water – Wastewater Fund (Environmental Programs)	
	99999-33183	FEMA	\$165
			<u>\$220</u>
TO:	4360-43510	Water – Wastewater Fund (Environmental Programs)	
	54941-59951	Reserve for Budget Adjustment	\$220
			<u>\$ 220</u>

Section 21. That in the budget of the Solid Waste Fund (Solid Waste Disposal), and the budget annexed thereto with reference to the Solid Waste Fund (Solid Waste Disposal), the following changes be made:

FROM:	4490-93529	Solid Waste Fund (Solid Waste Disposal)	
	99999-33311	Dept of Commerce	\$3,684
	4490-98867		
	99999-33183	FEMA	\$2,442
			<u>\$ 6,126</u>
TO:	4490-30210	Solid Waste Fund (Solid Waste Disposal)	
	37141-59951	Reserve for Budget Adjustment	\$3,340
	4490-99999		
	99999	Unappropriated Reserves	\$2,786
			<u>\$ 6,126</u>

Section 22. That in the budget of the Solid Waste Fund (Solid Waste Collection), and the budget annexed thereto with reference to the Solid Waste Fund (Solid Waste Collection), the following changes be made:

FROM:	4500-93529	Solid Waste Fund (Solid Waste Collection)	
	99999-33311	Dept of Commerce	\$33,703
	4500-98867		
	99999-33183	FEMA	\$1,238
			<u>\$ 34,941</u>
TO:	4500-30210	Solid Waste Fund (Solid Waste Collection)	
	37141-59951	Reserve for Budget Adjustment	\$9,744
	4500-99999		
	99999	Unappropriated Reserves	\$25,197
			<u>\$ 34,941</u>

Section 23. That in the budget of Golf Fund, and the budget annexed thereto with reference to the Golf Fund, the following changes be made:

FROM:	4600-93529 99999-33311	Golf Fund Dept of Commerce	\$432
			<u>\$ 432</u>
TO:	4600-99999 99999	Golf Fund Unappropriated Reserves	\$432
			<u>\$ 432</u>

Section 24. That in the budget of Development Services Center Fund, and the budget annexed thereto with reference to the Development Services Center Fund, the following changes be made:

FROM:	4700-93529 99999-33311	Development Services Center Fund Dept of Commerce	\$29,477
	4700-98867 99999-33183	FEMA	\$1,000
			<u>\$ 30,477</u>
TO:	4700-30210 24100-59951	Development Services Center Fund Reserve for Budget Adjustment	\$3,315
	4700-99999 99999	Unappropriated Reserves	\$27,162
			<u>\$ 30,477</u>

Section 25. That in the budget of Fleet Services Fund, and the budget annexed thereto with reference to the Fleet Services Fund, the following changes be made:

FROM:	5100-93529 99999-33311	Fleet Services Fund Dept of Commerce	\$3,388
	5100-98867 99999-33183	FEMA	\$714
			<u>\$ 4,102</u>
TO:	5100-30210 48341-59951	Fleet Services Fund Reserve for Budget Adjustment	\$1,542
	5100-99999 99999	Unappropriated Reserves	\$2,560
			<u>\$4,102</u>

Section 26. That in the budget of Public Works and Utilities Fund, and the budget annexed thereto with reference to the Public Works and Utilities Fund, the following changes be made:

FROM:	5200-93529	Public Works and Utilities Fund	
	99999-33311	Dept of Commerce	\$14,427
	5200-98867		
	99999-33183	FEMA	\$480
			<u>\$ 14,907</u>
TO:	5200-30210	Public Works and Utilities Fund	
	38141-59951	Reserve for Budget Adjustment	\$7,470
	5200-99999		
	99999	Unappropriated Reserves	\$7,437
			<u>\$ 14,907</u>

Section 27. That in the budget of IT Fund, and the budget annexed thereto with reference to the IT Fund, the following changes be made:

FROM:	5300-93529	IT Fund	
	99999-33311	Dept of Commerce	\$35,518
	5300-98867		
	99999-33183	FEMA	\$1,015
			<u>\$ 36,533</u>
TO:	5300-30210	IT Fund	
	18810-59951	Reserve for Budget Adjustment	\$15,540
	5300-99999		
	99999	Unappropriated Reserves	\$20,993
			<u>\$36,533</u>

Section 28. That in the budget of IT Capital Replacement Fund, and the budget annexed thereto with reference to the IT Capital Replacement Fund, the following changes be made:

FROM:	5310-93529	IT Capital Replacement Fund	
	99999-33311	Dept of Commerce	\$59,243
			<u>\$ 59,243</u>
TO:	5310-73100	IT Capital Replacement Fund	
	94000-59951	Reserve for Budget Adjustment	\$59,243
			<u>\$ 59,243</u>

Section 29. That in the budget of Purchasing & Stores Fund, and the budget annexed thereto with reference to the Purchasing & Stores Fund, the following changes be made:

FROM:	5500-93529 99999-33311	Purchasing & Stores Fund Dept of Commerce	\$10,138
			<u>\$ 10,138</u>
TO:	5500-99999 99999	Purchasing & Stores Fund Unappropriated Reserves	\$10,138
			<u>\$ 10,138</u>

Section 30. That in the budget of Accounting Fund, and the budget annexed thereto with reference to the Accounting Fund, the following changes be made:

FROM:	5600-93529 99999-33311	Accounting Fund Dept of Commerce	\$12,470
	5600-98867 99999-33183	FEMA	\$280
			<u>\$ 12,750</u>
TO:	5600-30210 14230-59951	Accounting Fund Reserve for Budget Adjustment	\$11,373
	5600-99999 99999	Unappropriated Reserves	\$1,377
			<u>\$ 12,750</u>

Section 31. That in the budget of My Spokane Fund, and the budget annexed thereto with reference to the My Spokane Fund, the following changes be made:

FROM:	5700-93529 99999-33311	My Spokane Fund Dept of Commerce	\$21,300
	5700-98867 99999-33183	FEMA	\$285
			<u>\$ 21,585</u>
TO:	5700-30210 57200-59951	My Spokane Fund Reserve for Budget Adjustment	\$4,601
	5700-99999 99999	Unappropriated Reserves	\$16,984
			<u>\$ 21,585</u>

Section 32. That in the budget of Office of Performance Management Fund, and the budget annexed thereto with reference to the Office of Performance Management Fund, the following changes be made:

FROM:	5750-93529	Office of Performance Management Fund	
	99999-33311	Dept of Commerce	\$11,244
	5750-98867		
	99999-33183	FEMA	\$143
			<u>\$ 11,387</u>
TO:	5750-73250	Office of Performance Management Fund	
	18880-59951	Reserve for Budget Adjustment	\$191
	5750-99999		
	99999	Unappropriated Reserves	\$11,196
			<u>\$ 11,387</u>

Section 33. That in the budget of Workers' Compensation Fund, and the budget annexed thereto with reference to the Workers' Compensation Fund, the following changes be made:

FROM:	5810-93529	Workers' Compensation Fund	
	99999-33311	Dept of Commerce	\$11,725
	5810-98867		
	99999-33183	FEMA	\$16
			<u>\$ 11,741</u>
TO:	5810-99999	Workers' Compensation Fund	
	99999	Unappropriated Reserves	\$11,741
			<u>\$ 11,741</u>

Section 34. That in the budget of Workers' Compensation Fund, and the budget annexed thereto with reference to the Workers' Compensation Fund, the following changes be made:

FROM:	5830-93529	Employees Benefits Fund	
	99999-33311	Dept of Commerce	\$5
	5830-98867		
	99999-33183	FEMA	\$16
			<u>\$ 21</u>
TO:	5830-99999	Employees Benefits Fund	
	99999	Unappropriated Reserves	\$21
			<u>\$ 21</u>

Section 35. That in the budget of Asset Management Operations Fund, and the budget annexed thereto with reference to the Asset Management Operations Fund, the following changes be made:

FROM:	5900-93529	Asset Management Operations Fund	
	99999-33311	Dept of Commerce	\$7,998
	5900-98867		
	99999-33183	FEMA	\$7,133
			<u>\$ 15,131</u>
TO:	5900-30700	Asset Management Operations Fund	
	18300-59951	Reserve for Budget Adjustment	\$13,203
	5900-99999		
	99999	Unappropriated Reserves	\$1,928
			<u>\$ 15,131</u>

Section 36. 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 City's response to the COVID-19 pandemic, its impact on City operations, and to budget for \$614,742 in FEMA and \$2,629,161 in City CARES Act funding, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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