

CITY OF SPOKANE



NOTICE

REGARDING CITY COUNCIL MEETINGS

Notice is hereby given that, pursuant to Governor Jay Inslee's **Fifteenth** Updated Proclamation **20-28.15**, dated **January 19, 2021**, 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in RCW 42.30.030 has been suspended until termination of the state of emergency pursuant to RCW 43.06.210, or until rescinded, whichever occurs first.

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 **February 8, 2021**.

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 **146 396 3105** for the 3:30 p.m. Briefing Session or **146 388 2919** 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, February 8, 2021, 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.

To participate in Open Forum:

Open Forum will take place at the end of the City Council Legislative Session unless the meeting lasts past 9:00 p.m. Open Forum 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. The forum is limited to 3 minutes per person, with a maximum of 10 participants per night. Per Council Rules, each person may only participate in Open Forum once per calendar month. In order to participate in Open Forum, you must sign up here: <https://forms.gle/WtfGZ3HqQuXCipcX9>. The form will **open at 5:00 p.m. on Monday, February 8, and will close at 6:00 p.m. or when the spaces have filled**. Instructions for participating are the same as above under virtual public comment and are also available on the form.

**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, FEBRUARY 8, 2021

MISSION STATEMENT

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

MAYOR NADINE WOODWARD

COUNCIL PRESIDENT BREEAN BEGGS

COUNCIL MEMBER KATE BURKE

COUNCIL MEMBER LORI KINNEAR

COUNCIL MEMBER KAREN STRATTON

COUNCIL MEMBER MICHAEL CATHCART

COUNCIL MEMBER CANDACE MUMM

COUNCIL MEMBER BETSY WILKERSON

CITY COUNCIL CHAMBERS
CITY HALL

808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201

CITY COUNCIL BRIEFING SESSION

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

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

The Briefing Session is open to the public, but will be a workshop meeting. Discussion will be limited to Council Members and appropriate Staff and Counsel.

ADDRESSING THE COUNCIL

- No member of the public may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide their city of residence as a condition of recognition.
- Each person speaking at the public microphone shall verbally identify themselves by name, city of residency and, if appropriate, representative capacity.
- If you are submitting letters or documents to the Council Members, please provide a minimum of ten copies via the City Clerk. The City Clerk is responsible for officially filing and distributing your submittal.
- In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, no modes of expression including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language or personal insults will be permitted.
- A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.

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

CITY COUNCIL AGENDA: The City Council Advance and Current Agendas may be obtained prior to Council Meetings by accessing the City website at www.spokanecity.org.

BRIEFING SESSION

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)

(No Public Testimony Taken)

Roll Call of Council

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

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

- | | | |
|---|---------|---------------------------------|
| 1. Value Blanket with Valmont Industries for traffic signal and luminaire standards—\$140,180.
Clint Harris | Approve | OPR 2021-0078
ITB 5362-20 |
| 2. Subcontract to Spokane County from the City of Spokane Police Department for Coronavirus Emergency Supplemental Funding-FY20 Department of Justice Edward Byrne Funds for the term January 20, 2020, through January 30, 2022—\$83,000.
Jennifer Hammond | Approve | OPR 2021-0079 |
| 3. Contract Renewal No. 3 of 3 with Loomis for armored car service from January 1, 2021, through December 31, 2021—\$54,000.
Jake Hensley | Approve | OPR 2017-0197 |
| 4. Contract with Sulzer Pump Services (Santa Fe Springs, CA) for the on and off-site service of the boiler feed water pumps at the Waste to Energy Facility from March 15, 2021, through March 15, 2022—not to exceed \$100,000 (incl. tax).
Chris Averyt | Approve | OPR 2021-0080
PW ITB 5368-21 |
| 5. Request for Recreational Trail Easement between Spokane Club and the City for park and recreational trail purposes (South Gorge Trail Project).
Kyle Twohig | Approve | OPR 2021-0081
ENG 2018097 |

- | | | | |
|----|--|------------------------------------|------------------------------|
| 6. | Accepting Guaranteed Maximum Price component of contract between Spokane Public Schools and Bouten Construction for buildout of the Engineering Construction Management Office, under agreement with Spokane Public Schools related to the relocation of City offices for the new SPS middle school—not to exceed \$2,000,000.
Kyle Twohig | Approve | OPR 2021-0082
ENG 2020098 |
| 7. | Contract with East Central Community Organization for the Rose Apartments Recommission Project. (1813 E. 4 th Avenue)
Rebekah Tuno | Approve &
Authorize
Contract | OPR 2021-0083 |
| 8. | Contract to receive funding from the Department of Treasury to provide rental and utility assistance to citizens—\$6,695,536.90 revenue. (Relates to First Reading Ordinance C36008)
Sally Stopher | Approve | OPR 2021-0020 |
| 9. | Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2021, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____. | Approve &
Authorize
Payments | CPR 2020-0002 |
| 10 | City Council Meeting Minutes: _____, 2021. | Approve
All | CPR 2020-0013 |

EXECUTIVE SESSION

(Closed Session of Council)

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

CITY COUNCIL SESSION

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

(Council Briefing Center)

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

LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

APPOINTMENTS

RECOMMENDATION

Plan Commission: One Reappointment

Confirm

CPR 1981-0295

ADMINISTRATIVE REPORT

COUNCIL COMMITTEE REPORTS

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

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinance C36007 carrying over from the 2020 fiscal year and re-appropriating various funds for the use of certain departments and divisions of the City government and the budgeting of various outstanding grants, both revenues and expenses, of the City of Spokane, and thereby amending Ordinance No. C-35971, passed by the City Council December 14, 2020, and entitled "An ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage", and declaring an emergency.

(This action carries over budget authority for 2020 obligated budget items that were not completed at year-end and appropriates various outstanding grants and capital expenditures, thereby amending Ordinance C35971, passed December 14, 2020.)
(Council Sponsor: Council Member Mumm)

Paul Ingiosi

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2021-0002 Adopting various amendments to the City Council's Rules of Procedure. (Deferred from January 11, 2021, Agenda) (Council Sponsor: Council President Beggs)
Council President Beggs
- RES 2021-0010 Adopting the allocations and project prioritization from the 2021-2022 Two Year Residential Street Maintenance Program utilizing Transportation Benefit District Funding. (Council Sponsor: Council President Beggs)
Shauna Harshman

FIRST READING ORDINANCES

(No Public Testimony Will Be Taken)

- ORD C36008 Relating to the creation of an Emergency Rental Assistance Fund; adopting a new section 7.08.154 to chapter 7.08 of the Spokane Municipal Code. (Relates to Consent Agenda Item No. 8) (Council Sponsor: Council Member Mumm)
Michelle Hughes
- ORD C36009 Amending Ordinance C16202 vacating Third Avenue in the City of Spokane, from the west line of "A" Street to the east line of Audubon Street, and vacating Tenth Avenue from the west line of Julia Street to the east line of Rebecca Street (to release unnecessary easements that encumber property).
Eldon Brown
- ORD C36010 Amending Ordinance C22392 vacating Cochran Street from a point 270 feet south of the south line of Sixteenth Avenue, City and County of Spokane, Washington (to release unnecessary easements that encumber property).
Eldon Brown
- ORD C36011 Amending Ordinance C22393 vacating Cochran Street from a point 270 feet south of the south line of Sixteenth Avenue to the north line of Seventeenth Avenue AND of Seventeenth Avenue from the easterly right of way line of the Burlington Northern Inc. (formerly Spokane, Portland, & Seattle Railway) to the westerly right of way line of the Union Pacific Railroad (formerly the Oregon, Washington Railway & Navigation Co.), City and County of Spokane, Washington (to release unnecessary easements that encumber property).
Eldon Brown

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

NO HEARINGS

Motion to Approve Advance Agenda for February 8, 2021 (per Council Rule 2.1.2)

OPEN FORUM

Open Forum will take place at the end of the City Council Legislative Session unless the meeting lasts past 9:00 p.m. The forum is limited to 3 minutes per person, with a maximum of 10 participants per night. Per Council Rules, each person may only participate in Open Forum once per calendar month. In order to participate in Open Forum, you must sign up here: <https://forms.gle/WtfGZ3HqQuXCipcX9>. The form will open at 5:00 p.m. on Monday, January 11, and will close at 6:00 p.m. or when the spaces have filled. Instructions for participating are available on the form. Open Forum 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.

ADJOURNMENT

The February 8, 2021, Regular Legislative Session of the City Council will be held and is adjourned to February 22, 2021.

NOTE: The regularly scheduled City Council meeting for Monday, February 15, 2021, has been canceled (in recognition of President's Day).

NOTES

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

02/08/2021

<u>Date Rec'd</u>	1/27/2021
<u>Clerk's File #</u>	OPR 2021-0078
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	ITB 5362-20
<u>Requisition #</u>	

<u>Submitting Dept</u>	STREETS
<u>Contact Name/Phone</u>	CLINT HARRIS X7744
<u>Contact E-Mail</u>	CEHARRIS@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	1100 - STREET DEPARTMENT SIGNAL STANDARDS CONTRACT

Agenda Wording

The Street Department is seeking approval for a value blanket contract to be used for the ordering of traffic signal and luminaire standards.

Summary (Background)

Following the expiration of the previous contract, this Value Blanket contract was recently put out for bid and was awarded to Valmont Industries. Valmont Industries has been a reliable supplier of this material, meeting delivery timelines in the previous iteration of this contract. The use of this Value Blanket provides an efficient and timely means of acquiring needed standards.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Expense	\$ 140,180.00	# Various
Select	\$	#
Select	\$	#
Select	\$	#

Budget Account**Approvals**

<u>Dept Head</u>	HARRIS, CLINT E.
<u>Division Director</u>	SIMMONS, SCOTT M.
<u>Finance</u>	ORLOB, KIMBERLY
<u>Legal</u>	ODLE, MARI
<u>For the Mayor</u>	ORMSBY, MICHAEL

Council Notifications

<u>Study Session\Other</u>	PIES Committee 1/25/20
<u>Council Sponsor</u>	

Distribution List

<u>Additional Approvals</u>	jlargent@spokanecity.org
<u>Purchasing</u>	tprince@spokanecity.org
	jklapp@spokanecity.org



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:

Tonya Wallace

CITY ADMINISTRATOR SIGNATURE:

Seth Simma

Briefing Paper

Public Infrastructure & Environmental Sustainability

Division & Department:	Street Department
Subject:	Value Blanket Order Contract for Traffic Signal Standards and Luminaire Standards
Date:	1/12/2021
Contact (email & phone):	gokihara@spokanecity.org 232-8842
City Council Sponsor:	
Executive Sponsor:	Clint Harris
Committee(s) Impacted:	Public Infrastructure & Environmental Sustainability
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	6 year Street Plan
Strategic Initiative:	
Deadline:	Current Contract expired 12/31/2020
Outcome: (deliverables, delivery duties, milestones to meet)	Provides a timely way to order signal standards for street projects and maintenance replacements.
<u>Background/History:</u>	
<p>This is a Value Blanket recently put out for bid. Valmont industries was awarded the Value Blanket as a result of that bid process and has been selected as the vendor.</p>	
<u>Executive Summary:</u>	
<ul style="list-style-type: none"> <i>Valmont Industries has been a reliable supplier of this material meeting delivery timelines in the previous iteration of this Value Blanket that expired at the end of 2020</i> <i>Allows the ordering of signal standard up to a cumulative amount of \$140,180.00</i> <i>Signal Standards are paid for by project dollars or street maintenance dollars already budgeted.</i> 	
<u>Budget Impact:</u>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<u>Operations Impact:</u>	
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:	

BUY AMERICA:

In accordance with Buy America requirements contained in 23 CFR 635.410, the major quantities of steel and iron construction materials that is permanently incorporated into the project shall consist of American-made materials only. Buy America does not apply to temporary steel items, e.g., temporary sheet piling, temporary bridged, steel scaffolding and falsework.

Minor amounts of foreign steel and iron may be utilized in this project provided the cost of the foreign material used does not exceed one-tenth of one percent of the total contract cost of \$2,500.00, whichever is greater.

American-made material is defined as material having all manufacturing processes occurring domestically. To further define the coverage, a domestic product is a manufactured steel material that was produced in one of the 50 States, the District of Columbia, Puerto Rico, or in the territories and possessions of the United States.

If domestically produced steel billets or iron ingots are exported outside of the area of coverage, as defined above, for any manufacturing process then the resulting product does not conform to the Buy America requirements. Additionally, products manufactured domestically from foreign source steel billets or iron ingots do not conform to the Buy America requirements because the initial melting and mixing of alloys to create the material occurred in a foreign country.

Manufacturing begins with the initial melting and mixing, and continues through the coating stage. Any process, which modifies the chemical content, the physical size or shape, or the final finish, is considered a manufacturing process. The processes include rolling, extruding, machining, bending, grinding, drilling, welding, and coating. The action of applying a coating to steel or iron is deemed a manufacturing process. Coating includes epoxy coating, galvanizing, aluminizing, painting, and any other coating that protects or enhances the value of steel or iron. Any process from the original reduction from ore to the finished product constitutes a manufacturing process for iron.

Due to a nationwide waiver, Buy America does not apply to raw materials (iron ore and alloys), scrap (recycled steel or iron), and pig iron or processed, pelletized, and reduced iron ore.

The following are considered to be steel manufacturing processes:

1. Production of steel by any of the following processes:
 - a. Open hearth furnace.
 - b. Basic oxygen.
 - c. Electric furnace.
 - d. Direct reduction.
2. Rolling, heat treating, and any other similar processing.
3. Fabrication of the products.
 - a. Spinning wire into cable or strand.
 - b. Corrugating and rolling into culverts.
 - c. Shop fabrication.

Matthew T. Burke

INITIAL IN THIS TABLE TO ACKNOWLEDGE COMPLIANCE AND UPLOAD IN THE SPACE PROVIDED IN THE "QUESTIONS" TAB OF THIS PROJECT.

Bid Response Summary

Bid Number ITB 5362-20
Bid Title Traffic Signal Standards and Luminaire Standards
Due Date Monday, December 14, 2020 3:30:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company matthew.burke@valmont.com
Submitted By matthew.burke@valmont.com matthew.burke@valmont.com - Monday, December 14, 2020 9:57:27 AM [(UTC-08:00) Pacific Time (US & Canada)]
Comments matthew.burke@valmont.com

Question Responses

Group	Reference Number	Question	Response
BID SUBMISSION			
	#1.	Bid Responses shall be submitted electronically through the City of Spokane's bidding portal: https://spokane.procureware.com on or before the Due Date and time mentioned above. Hard, e-mailed or faxed copies and/or late bids shall not be accepted.	I acknowledge
	#2.	The City of Spokane is not responsible for bids electronically submitted late. It is the responsibility of the Bidder to be sure the bids are electronically submitted sufficiently ahead of time to be received no later than 3:30 p.m. Pacific Local Time, on the bid opening date.	I acknowledge
CONTACT INFORMATION			
	#1	Please provide Name, Telephone Number & e-mail address of person who is preparing the response to this Invitation to Bid.	Matthew Burke, 402.720.0218, mtb@Valmont.com https://valmontbrandstore.geigershops.com/VBS/bags
TERMS AND CONDITIONS			
	#1	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
PERCENTAGE OFF DISCOUNT			
	#1	Percentage discount off retail price to be provided by vendor for additional Traffic Signal Standards & Luminaires not identified.	there is no "retail" price, additional items will need to be formally quoted.

SALES TAX		
#1.	The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should not be included in respondent's pricing. All submissions shall be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.	I acknowledge
PAYMENT TERMS		
#1	Supplier acknowledges that unless agreeing to payment by credit card with no additional fee, payment shall be made via direct deposit/ACH (except as provided by state law) after receipt of the goods/services ordered. A completed ACH application is required before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediately make every effort to settle the disputed amount.	I acknowledge
#2	Supplier agrees to accept payment by Credit Card with no additional charges/fees	I acknowledge
DELIVERY - F.O.B. Delivery Point		
#1	City of Spokane Street Department - Signals & Lighting Section, 901 N Nelson Street, Spokane WA 99202 for ANCHOR BOLTS Delivery, TRAFFIC SIGNAL & LUMINAIRE STANDARD Delivery	I acknowledge
#2	We (I) will deliver complete _____ days after receipt of order:	91
#3	I understand that all FREIGHT CHARGES are the responsibility of the winning supplier.	I acknowledge
#4	Risk of Loss. Regardless of F.O.B. point, Vendor agrees to bear all risks of loss, injury or destruction of items ordered herein which occur prior to delivery; such loss, injury or destruction shall not release Vendor from any obligation hereunder	I acknowledge
CITY OF SPOKANE BUSINESS REGISTRATION REQUIREMENT		

#1	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 Bidder 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 Bidder 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.	I acknowledge
#2	City of Spokane Business Registration Number	N/A
ADDITIONAL ITEMS		
#1	The City of Spokane reserves the right to purchase additional items at the quoted price. Supplier agrees to sell at the same price, terms and conditions.	I acknowledge
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

MINORITY BUSINESS ENTERPRISE		
#1	Vendor (is ____, is not ____) a Minority Business Enterprise. A Minority Business Enterprise is defined as a "business, privately or publicly owned, at least 51% of which is owned by minority group members." For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women.	IS NOT
SMALL BUSINESS		
#1	Vendor (is ____, is not ____) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration).	IS NOT
NON-COLLUSION		
#1	The Bidder certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this RFQ	I certify
INTERLOCAL PURCHASE AGREEMENTS		
#1	The City of Spokane has entered into Interlocal Purchase Agreements with other public Agencies pursuant to chapter 39.34 RCW. In submitting a response, the Proposer agrees to provide its services to other public Agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the Firm's review and approval at the time of a requested contract. The Firm's right to refuse to enter into a contract with another public Agency at the time of request shall be absolute.	Yes
ACCEPTANCE PERIOD		
#1	Bids must provide sixty (60) days for acceptance by the City from the due date for receipt of Bids.	I acknowledge
CONTRACT PERIOD		

#1	The contract shall begin upon signing by both parties and terminate one year from signing date. Renewals or extensions are applicable on termination date.	I acknowledge
RENEWAL		
#1	Contract renewals or extensions shall be initiated at the discretion of the City and subject to mutual agreement. The contract may be extended for four (4) additional one-year contract periods with the total contract period not to exceed five (5) years.	I acknowledge
PRICING - FIRM PRICE		
#1	Pricing submitted on bid must be a firm price per unit and remain firm for first year of the original contract term. Upon renewal or the anniversary date the vendor can request price changes with adequate justification.	I acknowledge
PRICING DECREASES		
#1	During the contract period and any renewals thereof, price decreases at manufacturer's and wholesaler's levels shall be reflected in a contract price reduction to the Purchaser retroactive to the Vendor's effective date.	I acknowledge
DELIVERY DEFAULT		
#1	A. The acceptance of late performance by the Purchaser shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligations remaining to be performed by Vendor. B. When items ordered are not delivered within the terms and time frame established by the contract, Purchaser may procure comparable units from another source and Vendor will be required to pay any differences in cost.	I acknowledge
PCB CERTIFICATION		
#1	In accordance with SMC 7.06.172(A), the Bidder certifies that the products bid and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCB's). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful bidder to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.	Yes

#2	As far as you know has this type product been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?	No
#3	If so were PCBs found at a measureable level?	Don't Know
#4	As far as you know has this actual product been tested for PCBs by a WA State accredited lab using EPA Method 1668 (or equivalent as updated)?	No
#5	If so attach the results or note from whom the results can be obtained.	
#6	Do you have reason to believe the product contains measureable levels of PCBs?	No
#7	Do you have reason to believe the product packaging contains measurable levels of PCBs?	No
GENERAL INSTRUCTIONS		
#1	The items to be furnished by the Bidder on this Quote must be of the latest possible design and production.	I acknowledge
#2	Time is of the essence in the performance of this contract.	I acknowledge
#3	Successful bidder will designate a representative who will be available during regular City business hours to serve as a primary contact for the City in the implementation of this supply agreement and if any issues arise regarding the product.	I acknowledge
#4	The City of Spokane reserves the right to accept or reject any variance from the published specifications and to award the Quote in a manner that is most advantageous to the continued efficient operation of the City.	I acknowledge
#5	The City reserves the right to accept or reject any part of or all Quotes and to accept the Quote deemed to be in the best interest of the City.	I acknowledge
#6	The City of Spokane reserves the option of awarding this purchase by item grouping or by any manner most advantageous for the City.	I acknowledge
#7	Bidder should be aware that Quotes may be rejected if all questions are not completely and correctly answered.	I acknowledge
#8	Safety Data Sheets (SDS) must be included with Bid Proposal forms if applicable.	I acknowledge
#8.1	Upload Safety Data Sheets here if applicable	

#9	References are to be included with Bid Proposal forms. Bidder shall furnish names, addresses, telephone numbers, and email addresses of representatives of at least three companies/municipalities which have been continually using the product being bid for at least two years. If no references are completely applicable, provide two references which most nearly apply. References must be located in similar climates.	1) City of Spokane, previously accepted contracts 2) State of Utah, Phillip Pettersson, ppettersson@utah.gov 3) Ada County Idaho, Greg Fullerton, 208.860.6655, gfullerton@achdidaho.org
SPECIAL INSTRUCTIONS - GENERAL		
#1	Any questions regarding this Invitation to Bid must be submitted through the "Clarifications" tab.	I acknowledge
#2	Supplier or freight line must give 48 hours notice before delivery to Byron Vasecka (509) 232-8801 to arrange for unloading.	I acknowledge
#3	The traffic signal standards and luminaires must be bid in accordance with the specifications following in "Technical Specifications" section including all attached drawings.	I acknowledge
#4	If the product differs from the provisions contained herein, these differences must be explained in detail.	I acknowledge
#5	If the product differs from the provisions contained herein, these differences must be explained in detail.	I acknowledge
#6	Suppliers found to have "overstated" the true ability of their product shall reimburse the City for all costs incurred with remanufacturing or replacement of units until all criteria has been satisfied. These costs shall also include legal, rentals, travel, etc.	I acknowledge
#7.	Any references herein to a particular make or model number are intended not to be restrictive, but to set forth an acceptable level of quality and design.	I acknowledge
#8	The omission of any standard feature described herein shall not void the bidder's responsibility to furnish a complete unit with all standard equipment of the manufacturer's latest model and design. Equipment to be furnished shall be new and unused unless a demo unit is specified.	I acknowledge
#9	Successful bidder shall furnish standard warranty as well as any other warranty required in the Quote specifications.	I acknowledge
#10	Federal and State laws governing this product and its final certification must be satisfied.	I acknowledge
#11	It shall be the Supplier's responsibility to conform to all Federal Standards for certification.	I acknowledge

#12	Delivery time shall be a consideration of awarding this contract. Therefore the City requests a completed delivery date as soon as possible after receipt of the purchase order.	I acknowledge
#13	Any technical specifications and general provisions listed are the minimum acceptable requirements and failure to comply may be used as a basis for rejection of the Quote.	Acknowledged:
TECHNICAL SPECIFICATIONS		
#1	It is the intent of these specifications to describe Traffic Signal Standards and Luminaire Standards for the City of Spokane Street Department - Signal & Lighting Section. Note attached Standard Plans J-104, J-105, J-105A, J-105B, J-105C, J105D, J-120 and J-301A. These attached plans are in the Documents tab of this project and are hereby included in this bid by reference. The City of Spokane will determine if items bid meet minimum specifications and are acceptable based on evaluation of items bid and, if requested, samples or pictures. Failure to comply may be used as a basis for rejection of the bid.	I acknowledge
A.	Pole manufactures shall be pre-approved by WSDOT.	To Be Supplied
#A.a	If you indicated exceptions to the above specification - describe here the exceptions.	no exceptions!
B.	Pole manufacturers shall provide certified testing per AASHTO, Full-penetration groove welds shall be used for pole and arm sections joined by circumferential welds, and all welds shall be inspected. Inspection may be performed by nondestructive methods of radiography or ultrasonics.	To Be Supplied
#B.a	If you indicated exceptions to the above specification - describe here the exceptions.	
C.	One hundred percent of full-penetration groove welds and a random 25 percent of partial-penetration groove welds of longitudinal seams shall be inspected. Partial penetration groove welds may be inspected by magnetic particle. The signed inspection cards shall be included in paperwork presented with the delivery of the structures.	To Be Supplied
#C.a	If you indicated exceptions to the above specification - describe here the exceptions.	
D.	Pole manufacturers shall provide full mill certification package upon delivery.	To Be Supplied
#D.a	If you indicated exceptions to the above specification - describe here the exceptions.	

E.	Traffic signal standards shall be supplied with mast arms, luminaire arm(s), anchor bolts and required bolts, nuts, and washers as shown on the Traffic Signal Standard Plans.	To Be Supplied
#E.a	If you indicated exceptions to the above specification - describe here the exceptions.	
F.	Standards shall be fabricated from sheet steel conforming to the specifications of ASTM designation A572, Grade 50 or better. Base plates for signal standards shall conform to ASTM A 36.	To Be Supplied
#F.a	If you indicated exceptions to the above specification - describe here the exceptions.	
G.	Silicon content of pole shaft shall be equal to or less than 0.06%.	To Be Supplied
#G.a	If you indicated exceptions to the above specification - describe here the exceptions.	
H.	Poles shall be designed to meet 1994 AASHTO criteria and an 80 MPH sustainable wind loading.	To Be Supplied
#H.a	If you indicated exceptions to the above specification - describe here the exceptions.	
I.	The pole shaft shall be formed into a continuously tapered round shaft with a continuous uniform taper of approximately 0.14 inches per foot, with only one longitudinal welded seam, and no more than three (3) transverse welds for 30 foot poles.	To Be Supplied
#I.a	If you indicated exceptions to the above specification - describe here the exceptions.	
J.	Standards with an outside diameter greater than 12 inches shall be round in shape but may be constructed as a multisided standard. Multisided standards shall have a minimum of 12 sides which shall be convex and shall have a minimum bend radius of 4 inches.	To Be Supplied
#J.a	If you indicated exceptions to the above specification - describe here the exceptions.	
K.	The pole shaft shall be straight with a permissive not to exceed one (1) inch measured at the midpoint in place and unloaded.	To Be Supplied
#K.a	If you indicated exceptions to the above specification - describe here the exceptions.	
L.	A maximum theoretical angular rotation of 1 degree, 40 minutes without wind load, will be permitted for poles and shall be measured with all signal heads, mast arms and luminaires in place.	To Be Supplied
#L.a	If you indicated exceptions to the above specification - describe here the exceptions.	

M.	Poles shall be hot dip galvanized after fabrication to conform to Specifications of ASTM designation A123.	To Be Supplied
#M.a	If you indicated exceptions to the above specification - describe here the exceptions.	
N.	The pole shaft shall contain a handhole with a reinforcing frame and cover.	To Be Supplied
#N.a	If you indicated exceptions to the above specification - describe here the exceptions.	
O.	A second handhold shall be installed above the mast arm connection. See Standard Plan J-105B.	To Be Supplied
#O.a	If you indicated exceptions to the above specification - describe here the exceptions.	
P.	The lower half of the hand hole's (at the base) reinforcing frame shall contain a 9/16 inch diameter hole tapped, with a stainless steel bolt and a stainless steel binding washer for connection of the grounding lug, for grounding purposes.	To Be Supplied
#P.a	If you indicated exceptions to the above specification - describe here the exceptions.	
Q.	The pole shaft, mast arm(s) shall be designed to support 3-section traffic signal heads weighing 60 pounds and having 9.2 square feet of wind area, and to support 5-section heads weighing 75 pounds and having 13.9 square feet of wind area, and to support two signs: first sign weighing 9 pounds and having 5.0 square feet of wind area, second sign weighing 43 pounds and having 24.0 square feet of wind area, and to support a video camera and Opticom pre-emption equipment. The pole shaft, luminaire arm(s) shall be designed to support luminaires weighing 35 pounds and having 2.5 square feet of wind area. See attached Standard Plans J-105A & J-105B.	To Be Supplied
#Q.a	If you indicated exceptions to the above specification - describe here the exceptions.	
R.	The location of the design load(s) are shown on the Traffic Signal Standard Plans J series.	To Be Supplied
#R.a	If you indicated exceptions to the above specification - describe here the exceptions.	
S.	Signal Mast arm shall have an end cup.	To Be Supplied
#S.a	If you indicated exceptions to the above specification - describe here the exceptions.	
T.	Signal Mast arms shall be formed into a continuously tapered round shaft.	To Be Supplied

#T.a	If you indicated exceptions to the above specification - describe here the exceptions.	
U.	Signal Mast arms 50 feet and less in length shall be one piece.	To Be Supplied
#U.a	If you indicated exceptions to the above specification - describe here the exceptions.	
V.	Full base covers shall be provided.	To Be Supplied
#V.a	If you indicated exceptions to the above specification - describe here the exceptions.	
W.	Luminaire arms shall have a 2 inch tip tenon.	To Be Supplied
#W.a	If you indicated exceptions to the above specification - describe here the exceptions.	
X.	Anchor bolts shall be furnished with two nuts and two washers.	To Be Supplied
#X.a	If you indicated exceptions to the above specification - describe here the exceptions.	
Y.	Anchor bolts shall be hot-dipped galvanized for their entire length.	To Be Supplied
#Y.a	If you indicated exceptions to the above specification - describe here the exceptions.	
Z.	Bolts shall be designed in accordance with ASTM designation F1554 for bolts less than 1.75 inches in diameter and ASTM designation A449 for bolts equal to or greater than 1.75 inches.	To Be Supplied
#Z.a	If you indicated exceptions to the above specification - describe here the exceptions.	
AA.	Supplier shall furnish shop drawings and design calculations for approval by the City of Spokane except Type 1 Standards.	To Be Supplied
#AA.a	If you indicated exceptions to the above specification - describe here the exceptions.	
BB.	Anchor bolts for signal standards shall be delivered within thirty (30) days after receipt of order.	To Be Supplied
#BB.a	If you indicated exceptions to the above specification - describe here the exceptions.	
CC.	Acknowledge receipt and review of the following attached file: City of Spokane Standard Plan J-104.	I acknowledge
DD.	Acknowledge receipt and review of the following attached file: City of Spokane Standard Plan J-105.	I acknowledge
EE.	Acknowledge receipt and review of the following attached file: City of Spokane Standard Plan J-105A.	I acknowledge
FF.	Acknowledge receipt and review of the following attached file: City of Spokane Standard Plan J-105B.	I acknowledge

GG.	Acknowledge receipt and review of the following attached file: City of Spokane Standard Plan J-105C.	I acknowledge
HH.	Acknowledge receipt and review of the following attached file: City of Spokane Standard Plan J-105D.	I acknowledge
II.	Acknowledge receipt and review of the following attached file: City of Spokane Standard Plan J-120.	I acknowledge
JJ.	Acknowledge receipt and review of the following attached file: City of Spokane Standard Plan J-301A.	I acknowledge
KK.	BUY AMERICA - Print out, sign or initial the Buy America document in the Documents tab and upload here.	ITB 5362-20 Buy America-Signed.pdf
INTERPRETATION		
#1.	If the Bidder discovers any errors, discrepancies or omissions in the Bid specifications, or has any questions about the specifications, the Bidder must notify Purchasing in writing. Any addenda issued by the Purchaser will be incorporated into the contract or purchase order.	I acknowledge
WITHDRAWAL OF BIDS		
#1.	Bidders may make written request to Purchasing for withdrawal of a sealed Bid prior to the scheduled Bid opening. Unless otherwise specified, no Bids may be withdrawn for a minimum of sixty (60) calendar days after the opening date.	I acknowledge
EVALUATION OF BIDS		
#1.	Evaluation of Bids shall be based upon the following criteria, where applicable:	Yes
#a.	The price, including sales tax and the effect of discounts. Price may be determined by life cycle costing or total cost quoting, when advantageous to the Purchaser.	Yes
#b.	The quality of the items bid, their conformity to specifications and the purpose for which they are required.	Yes
#c.	The Bidder's ability to provide prompt and efficient service and/or delivery.	Yes
#d.	The character, integrity, reputation, judgment, experience and efficiency of the Bidder	Yes
#e.	The quality of performance of previous contracts or services.	Yes
#f.	The previous and existing compliance by the Bidder with the laws relating to the contract or services.	Yes
#g.	Uniformity or interchangeability.	Yes
#h.	The energy efficiency of the product throughout its life.	Yes

#i.	Any other information having a bearing on the decision to award the contract.	Yes
#i.	Any other information having a bearing on the decision to award the contract.	Yes
BIDDING ERRORS		
#1.	Unit pricing will prevail in the circumstance of unit and extension pricing discrepancies. When, after the opening and tabulation of Bids, a Bidder claims error, and requests to be relieved of award, he will be required to promptly present certified work sheets. The Purchaser will review the work sheets and if the Purchaser is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Bidder may be relieved of his Bid.	I acknowledge
BIDDER PREQUALIFICATION		
#1.	The Purchaser reserves the right to reject any or all Bids; to waive minor deviations from the specifications, to waive any informality in Bids received, whenever it is in the Purchaser's best interest, and to accept or reject all or part of this Bid at prices shown.	I acknowledge
REJECTION OF BIDS		
#1.	The Purchaser reserves the right to reject any or all Bids; to waive minor deviations from the specifications, to waive any informality in Bids received, whenever it is in the Purchaser's best interest, and to accept or reject all or part of this Bid at prices shown.	I acknowledge
AWARD OF CONTRACT		
#1.	Award of contract or purchase, when made, will be to the Bidder whose Bid is the most favorable to the Purchaser, taking into consideration price and the other evaluation factors. STATE CONTRACTS WHERE APPLICABLE WILL BE CONSIDERED AS A BID. The City Council shall make the award of contract or purchase. Unsuccessful Bidders will not automatically be notified of Bid results.	I acknowledge
ADDITIONAL DOCUMENTS BIDDER WOULD LIKE TO UPLOAD		

#1

Should Bidder Want To Upload Any Additional Document(s)
Please Do So Here. ***Please Note: Should Bidder Want To Add
More Than One Document, ensure all documents are combined ITB 5362-20 Buy America-Signed.pdf
into a single document prior to uploading as bidder would only
be able to upload one document here.

Pricing Responses

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment
PRODUCT - QUANTITIES ARE ALL ESTIMATES ONLY BASED ON ANNUAL USAGE FOR EVALUATION PURPOSES. ORDERS WILL BE PLACED ON AN "AS NEEDED" BASIS DURING THE CONTRACT PERIOD. MAST ARM LENGTHS MAY CHANGE AFTER FINAL SIGNAL DESIGN.								
	1.	Traffic signal Standard, Type I, 10' Vertical Pole, 4: 3/4" bolt size, 8.5" bolt circle diameter, as specified in Attachment J-104	Base	ea	4.00	\$555.00	\$2,220.00	
	2.	Traffic signal Standard, Type 2, 20' Vertical Pole, 20' Signal Mast Arm, 4: 1-1/2" bolt size, 17.5" bolt circle diameter, as specified in Attachment J-105A	Base	ea	2.00	\$3,500.00	\$7,000.00	
	3.	Traffic signal Standard, Type 2, 25' Vertical Pole, 20' Signal Mast Arm, 4: 1-1/2" bolt size, 17.5" bolt circle diameter, as specified in Attachment J-105A	Base	ea	4.00	\$3,635.00	\$14,540.00	
	4.	Traffic signal Standard, Type 2, 30' Vertical Pole, 20' Signal Mast Arm, 4: 1-1/2" bolt size, 17.5" bolt circle diameter, as specified in Attachment J-105A	Base	ea	2.00	\$3,855.00	\$7,710.00	
	5.	Traffic signal Standard, Type 2, 20' Vertical Pole, 35' Signal Mast Arm, 4: 1-3/4" bolt size, 22" bolt circle diameter, as specified in Attachment J-105A	Base	ea	2.00	\$4,825.00	\$9,650.00	

6.	Traffic signal Standard, Type 2, 20' Vertical Pole, 40' Signal Mast Arm, 4: 1-3/4" bolt size, 22" bolt circle diameter, as specified in Attachment J-105A	Base	ea	0.00	\$6,310.00	\$0.00
7.	Traffic signal Standard, Type 2, 20' Vertical Pole, 45' Signal Mast Arm, 4: 1-3/4" bolt size, 22" bolt circle diameter, as specified in Attachment J-105A	Base	ea	1.00	\$6,510.00	\$6,510.00
8.	Traffic signal Standard, Type 2, 20' Vertical Pole, 50' Signal Mast Arm, 4: 1-3/4" bolt size, 22" bolt circle diameter, as specified in Attachment J-105A	Base	ea	0.00	\$7,200.00	\$0.00
9.	Traffic signal Standard, Type 2, 20' Vertical Pole, 55' Signal Mast Arm, 4: 1-3/4" bolt size, 22" bolt circle diameter, as specified in Attachment J-105A	Base	ea	0.00	\$7,750.00	\$0.00
10.	Traffic signal & Luminaire Standard, Type 3, 2.8.5' Vertical Pole, 20' Signal Mast Arm, 20' Luminaire Mast Arm, 4: 1-1/2" bolt size, 17.5" bolt circle diameter, as specified in Attachment J-105B	Base	ea	1.00	\$4,480.00	\$4,480.00
11.	Traffic signal & Luminaire Standard, Type 3, 2.8.5' Vertical Pole, 25' Signal Mast Arm, 20' Luminaire Mast Arm, 4: 1-1/2" bolt size, 17.5" bolt circle diameter, as specified in Attachment J-105B	Base	ea	4.00	\$4,550.00	\$18,200.00
12.	Traffic signal & Luminaire Standard, Type 3, 2.8.5' Vertical Pole, 30' Signal Mast Arm, 20' Luminaire Mast Arm, 4: 1-1/2" bolt size, 17.5" bolt circle diameter, as specified in Attachment J-105B	Base	ea	4.00	\$4,700.00	\$18,800.00
13.	Traffic signal & Luminaire Standard, Type 3, 2.8.5' Vertical Pole, 35' Signal Mast Arm, 20' Luminaire Mast Arm, 4: 1-3/4" bolt size, 22" bolt circle diameter, as specified in Attachment J-105B	Base	ea	2.00	\$6,600.00	\$13,200.00
14.	Traffic Signal & Luminaire Standard, Type 3, 2.8.5' Vertical Pole, 40' Signal Mast Arm, 20' Luminaire Mast Arm, 4: 1-3/4" bolt size, 22" bolt circle diameter, as specified in Attachment J-105B	Base	ea	2.00	\$7,205.00	\$14,410.00
15.	Traffic Signal & Luminaire Standard, Type 3, 2.8.5' Vertical Pole, 45' Signal Mast Arm, 20' Luminaire Mast Arm, 4: 1-3/4" bolt size, 22" bolt circle diameter, as specified in Attachment J-105B	Base	ea	0.00	\$7,410.00	\$0.00
16.	Traffic Signal & Luminaire Standard, Type 3, 2.8.5' Vertical Pole, 50' Signal Mast Arm, 20' Luminaire Mast Arm, 4: 1-3/4" bolt size, 22" bolt circle diameter, as specified in Attachment J-105B	Base	ea	0.00	\$8,100.00	\$0.00

17.	Traffic Signal & Luminaire Standard, Type 3, 2.8.5' Vertical Pole, 55' Signal Mast Arm, 20' Luminaire Mast Arm, 4: 1-3/4" bolt size, 22" bolt circle diameter, as specified in Attachment J-105B	Base	ea	0.00	\$8,695.00	\$0.00
18.	Traffic Signal & Luminaire Standard, Type 3, 2.8.5' Vertical Pole, 60' Signal Mast Arm, 20' Luminaire Mast Arm, 4: 1-3/4" bolt size, 22" bolt circle diameter, as specified in Attachment J-105B	Base	ea	0.00	\$9,085.00	\$0.00
19.	Traffic Signal & Luminaire Standard, Type 4, 2.8.5' Vertical Pole with option of a 10', 15' or 20' Luminaire Mast Arm, 4: 1-1/2" bolt size, 17.5" bolt circle diameter, as specified in Attachment J-105	Base	ea	4.00	\$2,085.00	\$8,340.00
20.	Traffic Luminaire Standard, 2.8.5' Vertical Pole with option of a 10', 15' or 20' Luminaire Mast Arm, 4: " bolt size, 11-0" to 11.5" bolt circle diameter, as specified in Attachment J-105C	Base	ea	4.00	\$1,760.00	\$7,040.00
21.	Traffic RRFB/Speed Sign - Aerial Power Standard, 22.5' Vertical Pole 4: 1-1/4 " bolt size, 12.5" bolt circle diameter, as specified in Attachment J-301A	Base	ea	8.00	\$1,010.00	\$8,080.00
Total Base Bid		\$140,180.00				

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

02/08/2021

Date Rec'd

1/27/2021

Clerk's File #

OPR 2021-0079

Renews #**Submitting Dept**

POLICE

Cross Ref #**Contact Name/Phone**

JENNIFER HAMMOND 5096254056

Project #**Contact E-Mail**

JHAMMOND@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

0680-COVID JAG FY 20-SUB CONTRACT TO SPOKANE COUNTY

Agenda Wording

Approve Subcontract to Spokane County from the City of Spokane Police Dept. for CORONA VIRUS EMERGENCY SUPPLEMENTAL FUNDING-FY20 Department of Justice Edward Byrne Funds in the total of \$83,000 for the term JAN 20,2020-JAN 30, 2022.

Summary (Background)

To approve a contract from the City of Spokane Police Department to the Spokane County Jail in the amount of \$83,000 for the purposes of providing Corona Virus emergency relief in the terms of supplies and equipment. The contract is backdated to mid January 2020 and at the time that the grant was written in May, approx 80% of the funds were already spent by the Jail. Their costs were included in the writing of the grant and anticipation of more funds needed to supplement Spokane County.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact

Neutral \$ 83,000

Select \$

Select \$

Select \$

Budget Account

1620-91781-21250-54201-68172

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Approvals**Dept Head**

HAMMOND, JENNIFER

Division Director

HAMMOND, JENNIFER

Finance

SCHMITT, KEVIN

Legal

PICCOLO, MIKE

For the Mayor

ORMSBY, MICHAEL

Council Notifications**Study Session\Other**

8/3/2020

Council Sponsor

Kinnear

Distribution List

emccowan@spokanepolice.org

kgrytdal@spokanecounty.org

spdfinance

Additional Approvals**Purchasing****GRANTS,
CONTRACTS &
PURCHASING**

BROWN, SKYLER

Briefing Paper

Public Safety & Community Health Committee

Division & Department:	Spokane Police Department
Subject:	Subrecipient Agreement w/Spokane county-JAG 20-COVID
Date:	August 3, 2020
Contact (email & phone):	Jennifer Hammond-625-4056, JHammond@spokanepolice.org
City Council Sponsor:	
Executive Sponsor:	Craig Meidl
Committee(s) Impacted:	Public Safety & Community Health Community
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan and Comprehensive Plan (CFU 1.9)
Strategic Initiative:	Advance Public Safety and Build Sustainable Resources
Deadline:	August 3, 2020
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of Subrecipient agreement with Spokane County-JAG20COVID
Background/History: <p>The City of Spokane was recently awarded the Department of Justice (DOJ) COVID JAG award in the amount of \$391,333. This application was written to enhance overall resources to the region in order to keep the community safe while engaging in their daily jobs in Public Safety and in the County Jail system. Written into the application was a Sub-Contract to the Spokane County Jail system in the amount of \$83,000.</p> <p>The COUNTY will have \$83,000 to utilize for their approved projects. Total costs incurred to date at time of application included categories containing Coveralls, Gloves, Masks, Sanitization, Thermometers and Minor Equipment. To date, the actual totals for these items are as follows: Coveralls-\$7,374, Gloves-\$29,306, Masks-\$6,158, Sanitization Supplies-24,633, Thermometers-4,111, Equipment-5,663 for a total of \$77,245. The City would like to allow for an increase of ordering similar items from these categories and increase the amount to include an additional 5,755 for a total of \$83,000 for the subcontract.</p>	
Executive Summary: <ul style="list-style-type: none"> • Approval for the contract with Spokane County towards the Edward Byrnes-JAG FY2020 Grant • Total Grant-\$391,333: City-\$308,333 & County-\$83,000 • Supports Strategic Plan in Advancing Public Safety and developing Sustainable Resources by relying upon efficient funding from the DOJ. • The City of Spokane would like to support the region by awarding a sub award to Spokane County's local detention centers. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source:	

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

Operations Impact:

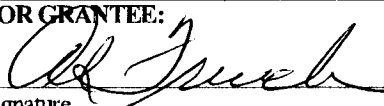
Consistent with current operations/policy? ☒ Yes ☐ No ☐ N/A

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

Specify changes required:

Known challenges/barriers:

**AGREEMENT BETWEEN CITY OF SPOKANE POLICE DEPARTMENT AND
SPOKANE COUNTY IN CONJUNCTION WITH FY 20 CORONAVIRUS
EMERGENCY SUPPLEMENTAL FUNDING PROGRAM**

1. Grantee Spokane County 1116 W. Broadway Spokane, WA 99260		2. Contract Amount <p align="center">\$83,000</p>	3. Tax ID# 91-60001370
5. Grantee Representative Kari Grytdal Office of Financial Assistance 1116 W. Broadway Spokane, WA 99260 (509) 477-7273 kgrytdal@spokanecounty.org		6. City's Representative Jennifer Hammond Spokane Police Department 1100 W. Mallon Spokane, WA 99260 (509) 625-4056 jhammond@spokanepolice.org	
7. Grantor ID #	8. Original Grant ID# 2020-VD-BX-1699	9. Start Date 1/20/2020	10. End Date 1/30/2022
11. Funding Source: <div style="display: flex; justify-content: space-around;"> <input checked="" type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Other </div>			
12. Federal Funds (as applicable)	CFDA # 16.034	Federal Agency: U.S. Department of Justice	
13. Contractor Selection Process: (check all that apply or qualify) <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E Services <input type="checkbox"/> Competitive Bidding <input checked="" type="checkbox"/> Pre-approved by Funder		14. Contractor Type: (check all that apply) <input type="checkbox"/> Private Organization/Individual <input checked="" type="checkbox"/> Public Organization/ Individual <input type="checkbox"/> Vendor <input checked="" type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Non – Profit <input type="checkbox"/> For-Profit	
15. Grant Purpose: To support local law enforcement efforts to prevent or reduce crime and violence.			
16. CITY and the GRANTEE, as identified above, acknowledge and accept the terms of this AGREEMENT and attachments and have executed this AGREEMENT on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this AGREEMENT are governed by this AGREEMENT and the following other documents incorporated by reference: (1) General Terms and Conditions, (2) Attachment "A" Scope of Work, (3) Attachment "B" Budget, (4) Attachment "C" Statement of Assurances, (5) Attachment "D" Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, (6) Attachment "E" FFATA, (7) Attachment "F" Restrictions and Certifications Regarding Non-Disclosure Agreements, (8) Attachment "G" National Environmental Policy Act, (9) Attachment "H" Acknowledgement of Allowable and Unallowable Costs, (10) Attachment "I" Equal Employment Opportunity Plan Certification Form, and (11) Attachment "J" CCR Registration of Sub-Recipient DUNS Numbers .			
FOR THE CITY:		FOR GRANTEE:	
Signature _____	Date _____	 Signature _____	12-28-2020 Date _____
Name _____		Al French Name _____	
Title _____		Chair Title _____	

(FACE SHEET)

GENERAL TERMS AND CONDITIONS

SECTION NO. 1: SERVICES

GRANTEE shall provide those services set forth in the Scope of Work attached hereto as Attachment "A" and incorporated herein by reference.

SECTION NO. 2: COMPENSATION

CITY shall reimburse GRANTEE an amount not to exceed the amount set forth in Attachment "B", attached hereto and incorporated herein by reference for the performance of all things necessary for or incidental to the performance of Scope of Work as set forth in Attachment "A". Grantee's reimbursement for services set forth in Attachment "A" shall be in accordance with the terms and conditions set forth in the Budget attached hereto as Attachment "B" and incorporated herein by reference. Invoices must be submitted with appropriate supporting documentation, including copies of receipts and a brief narrative on the work program performed and progress achieved and how any items purchased are being used to further the work program, as directed by the CITY's representative designated hereinafter. Requests for reimbursement by GRANTEE shall be made on or before the 20th of each month for the previous month's expenditures. In conjunction with each reimbursement request, GRANTEE shall certify that services to be performed under this AGREEMENT do not duplicate any services to be charged against any other grant, subgrant, or other funding source. Requests for reimbursement should not be submitted more than monthly. Reimbursement voucher is provided and required for requests for payment. Final request for reimbursement for all expenses is January 31, 2022.

Requests for reimbursement shall be submitted electronically to:

**Spokane Police Department
Attn: Erika McCowan
Senior Accountant
1100 W. Mallon Ave
Spokane, WA 99260
emccowan@spokanecity.org**

Payment shall be considered timely if made by CITY within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the GRANTEE.

SECTION NO. 3: TERM

The term of this AGREEMENT shall commence as of the date on the FACE SHEET and shall terminate on the date on the FACE SHEET.

SECTION NO. 4: RELATIONSHIP OF THE PARTIES

The PARTIES intend that an independent contractor relationship will be created by this AGREEMENT. The CITY is interested only in the results that can be achieved, and the conduct and control of the activities as set forth in Section No. 1 and described in Attachment "A" will be solely with GRANTEE. No agent, employee, servant or otherwise of GRANTEE shall be deemed to be an employee, agent, servant, or otherwise of the CITY for any purpose, and the employees of GRANTEE are not entitled to

any of the benefits that the CITY provides for CITY employees. GRANTEE will be solely and entirely responsible for its acts and the acts of its agents, employees, servants, and subcontractors or otherwise, during the performance of this AGREEMENT.

SECTION NO. 5: VENUE STIPULATION

This AGREEMENT has and shall be construed as having been made and delivered in the State of Washington and the laws of the State of Washington shall be applicable to its construction and enforcement. Any action at law, suit in equity or judicial proceeding for the enforcement of this AGREEMENT or any provision hereto shall be instituted only in courts of competent jurisdiction within Spokane CITY, Washington.

SECTION NO. 6: COMPLIANCE WITH LAWS

The PARTIES specifically agree to observe all federal, state and local laws, ordinances and regulations and policies to the extent that they may have any bearing on meeting their respective obligations under the terms of this AGREEMENT, including, but not limited to the following:

- A. Audits – 2 CFR Part 200;
- B. Labor and Safety Standards – Convict Labor 18 U.S.C. 751, 752, 4081, 4082; Drug-Free Workplace Act of 1988, 41 USC 701 et seq.; Federal Fair Labor Standards Act 29 U.S.C. 201 et seq.; Work Hours and Safety Act of 1962 40 U.S.C. 327-330 and Department of Labor Regulations, 29 CFR Part 5;
- C. Laws Against Discrimination – Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101-07, 45 CFR Part 90 Nondiscrimination in Federally Assisted Programs; Americans with Disabilities Act of 1990 Public Law 101-336; Equal Employment Opportunity, Executive Order 11246, as amended by Executive Order 11375 and supplemented in U.S. Department of Labor Regulations, 41 CFR Chapter 60; Executive Order 11246, as amended by EO 11375, 11478, 12086 and 12102; Employment under Federal Contracts, Rehabilitation Act of 1973, Section 503, 29 U.S.C. 793; Nondiscrimination under Federal Grants, Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794; Minority Business Enterprises, Executive Order 11625, 15 U.S.C. 631; Minority Business Enterprise Development, Executive Order 12432, 48 CFR 32551; Nondiscrimination and Equal Opportunity, 24 CFR 5.105(a); Nondiscrimination in benefits, Title VI of the Civil Rights Act of 1964, Public Law 88-352, 42 U.S.C. 2002d et seq, 24 CFR Part 1; Nondiscrimination in employment, Title VII of the Civil Rights Act of 1964, Public Law 88-352; Nondiscrimination in Federally Assisted Construction Contracts, Executive Order 11246, 42 U.S.C. 2000e, as amended by Executive Order 11375, 41 CFR Chapter 60; Section 3, Housing and Urban Development Act of 1968, 12 U.S.C. 1701u (See 24 CFR 570.607(b));
- D. Office of Management and Budget Circulars – 2 CFR Parts 200;
Other – Anti-Kickback Act, 18 U.S.C. 874; 40 U.S.C. 276b, 276c; 41 U.S.C. 51-54; Governmental Guidance for New Restrictions on Lobbying: Interim Final Guidance, Federal Register 1, Vol. 54, No. 243\Wednesday, December 20, 1989; Hatch Political Activity Act, 5 U.S.C. 1501-8; Lobbying and Disclosure, 42 U.S.C. 3537a and 3545 and 31 U.S.C. 1352 (Byrd Anti-Lobbying Amendment); Non-Supplantation, 28 CFR Sec. 90, 18; Section 8 Housing Assistance Payments Program; and

E. Privacy – Privacy Act of 1974, 5 U.S.C. 552a.

Washington State Laws and Regulations

- A. Affirmative action, RCW 41.06.020 (11);
- B. Boards of directors or officers of non-profit corporations – Liability – Limitations, RCW 4.24.264;
- C. Disclosure-campaign finances-lobbying, Chapter 42.17 RCW;
- D. Discrimination-human rights commission, Chapter 49.60 RCW;
- E. Ethics in public service, Chapter 42.52 RCW;
- F. Office of minority and women’s business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC;
- G. Open public meetings act, Chapter 42.30 RCW;
- H. Public records act, Chapter 42.56 RCW; and
- I. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.

SECTION NO. 7: **AUDIT**

A. General Requirements

- 1. GRANTEE shall procure audit services based on the following guidelines.
- 2. The GRANTEE shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Subcontractors also maintain auditable records.
- 3. The GRANTEE is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.
- 4. The CITY reserves the right to recover from the GRANTEE all disallowed costs resulting from the audit.
- 5. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The GRANTEE must respond to the CITY requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

B. Federal Funds Requirement – 2 CFR Part 200

- 1. GRANTEE expending \$750,000 or more in a fiscal year in federal funds from all sources, direct and indirect, are required to have an audit conducted in accordance with 2 CFR Part 200. When state funds are also to be paid under this AGREEMENT a Schedule of State Financial Assistance as well as the required schedule of Federal Expenditure must be included. Both schedules include:
 - a. Grantor agency name;
 - b. Federal agency;
 - c. Federal program income;

- d. Other identifying contract numbers;
 - e. Catalog of Federal Domestic Assistance (CFDA) number (if applicable);
 - f. Grantor contract number;
 - g. Total award amount including amendments (total grant award); and
 - h. Current year expenditures.
2. If the GRANTEE is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the GRANTEE in accordance with 2 CFR Part 200.
 3. The GRANTEE shall include the above audit requirements in any subcontracts.
 4. In any case, the GRANTEE's financial records must be available for review by the CITY and the Department of Justice.

C. Documentation Requirements

1. GRANTEE must send a copy of the audit report described above no later than sixty (60) days after the completion of the audit to the CITY representative identified in Section No. 5 COMPENSATION.
2. In addition to sending a copy of the audit, when applicable, GRANTEE must include:
 - a. Corrective action plan for audit findings within three (3) months of the audit being received by the CITY.
 - b. Copy of the Management Letter.

SECTION NO. 8: REPORTING REQUIREMENTS

- A. The GRANTEE will use the BJA Performance Metric (PMT) at www.bjaperformancetools.org (or any other performance metric device the Department of Justice institutes during the lifetime of the grant) to submit quarterly financial status reports, semi-annual progress report, final financial and progress reports and if applicable an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions.
- B. The GRANTEE shall also comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete and return to CITY the FFATA Form which is incorporated by reference and made a part of this AGREEMENT.

SECTION NO. 9: AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336

The GRANTEE must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

SECTION NO. 10: NON-DISCRIMINATION

The PARTIES hereto specifically agree that no person shall, on the grounds of race, creed, color, sex, sexual orientation, national origin, marital status, age or the presence of any sensory, mental, or physical disability or Vietnam era or disabled veterans status be excluded from full employment rights and participation in, or be denied the benefits of, or be otherwise subject to, discrimination in conjunction with any Services which GRANTEE will receive payment under the provisions of this AGREEMENT.

SECTION NO. 11: NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this AGREEMENT, the GRANTEE shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the GRANTEE's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this AGREEMENT may be rescinded, canceled or terminated in whole or in part. The GRANTEE shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

SECTION NO. 12: NOTIFICATION OF FINDINGS OF DISCRIMINATION OR NON-COMPLIANCE

In the event a state or federal court or a state or federal administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, age, disability, or sex against the GRANTEE, the GRANTEE will forward a copy of the finding to the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights (OCR), and the CITY.

The GRANTEE shall include a statement clearly stating whether or not the funding is related to any grant activity supported with a grant in which U.S. Department of Justice Funds are involved, and identify all open grants utilizing U.S. Department of Justice funding, by Contract number and program title.

The GRANTEE is required to ensure compliance with this requirement.

SECTION NO. 13: NEW CIVIL RIGHTS PROVISION

The GRANTEE shall comply with the Violence Against Women Reauthorization Act of 2013 provision that prohibits recipients from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by this AGREEMENT.

SECTION NO. 14: LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)

GRANTEE must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive

Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. Department of Homeland Security (DHS) published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768 (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. Assistance and information regarding language access obligations can be accessed at DHS Recipient Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

SECTION NO. 15: EQUAL EMPLOYMENT OPPORTUNITY PROGRAM (EEOP)

The GRANTEE will determine whether it is required to formulate an Equal Employment Opportunity Program (EEOP), in accordance with 28 C.F.R. 42.301 et. seq. If the GRANTEE is not required to formulate an EEOP, it will submit a certificate form to the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights (OCR), and the CITY indicating that it is not required to develop an EEOP.

If the GRANTEE is required to develop an EEOP but not required to submit the EEOP to the OCR, the GRANTEE will submit a certification to the OCR and the CITY certifying that it has an EEOP on file which meets the applicable requirements. If the GRANTEE is awarded a grant of \$500,000 or more and has 50 or more employees, it will submit a copy of its EEOP to the OCR. Non-profit organizations, federally recognized Indian Tribes, and medical and education institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. A copy of the certification form will also be submitted to the CITY. Information about civil rights obligations of grantees can be found at <http://www.opj.usdoj.gov/ocr/>.

SECTION NO. 16: NON-SUPPLANTING CERTIFICATION

No grant funds will be used to supplant existing state, local, or other nonfederal funding already in place to support current services. Grant funds will be used to increase the total amount of funds used to prevent or reduce crime and violence. Violation of the non-supplanting requirement can result in a range of penalties, including suspension of future funds under this grant, recoupment of monies provided under this grant, and civil and/or criminal penalties.

If GRANTEE currently has other active awards of federal funds, or if GRANTEE receives any other award of federal funds during the period of performance for this award, GRANTEE promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, GRANTEE must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and if so requested by DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

SECTION NO. 17: APPLICANT DUTY TO ENSURE SUB-RECIPIENT COMPLIANCE

The applicant is required to ensure compliance with this requirement by any program partner or participant receiving funding under this grant.

SECTION NO. 18: INDEMNIFICATION

The CITY shall protect, defend, indemnify, and hold harmless the GRANTEE, its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property). The CITY will not be required to indemnify, defend, or save harmless the GRANTEE if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the GRANTEE. Where such claims, suits, or actions result from the concurrent negligence of both Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.

The GRANTEE agrees to protect, defend, indemnify, and hold harmless the CITY, its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments and/or awards of damages (both to persons and/or property). The GRANTEE will not be required to indemnify, defend, or save harmless the CITY if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the CITY. Where such claims, suits, or actions result from the concurrent negligence of both Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.

The CITY and GRANTEE agree that its obligations under this section extend to any claim, demand and/or cause of action brought by, or on behalf of, any CITY or GRANTEE employees or agents while performing work authorized under this AGREEMENT. For this purpose, the CITY and GRANTEE, by mutual negotiation, hereby waives any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions of chapter 51.12 RCW.

These indemnifications and waiver shall survive the termination of this AGREEMENT.

No officer or employee of the GRANTEE or the CITY shall be personally liable for any act, or failure to act, in connection with this AGREEMENT, it is understood that in such matters they are acting solely as agents of their respective agencies.

SECTION NO. 19: INSURANCE

The GRANTEE is self-insured. A letter from the GRANTEE's Risk Manager can be provided upon request.

SECTION NO. 20: MAINTENANCE OF RECORDS

The GRANTEE shall maintain all books, records, documents, data and other evidence relating to this AGREEMENT and performance of the Services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this AGREEMENT.

GRANTEE shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the AGREEMENT, shall be subject at all reasonable times to inspection, review or audit by the CITY, personnel duly authorized by the CITY, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved and an additional 3 years beyond resolution.

SECTION NO. 21: TERMINATION FOR CAUSE / SUSPENSION

In the event CITY determines that the GRANTEE failed to comply with any term or condition of this AGREEMENT, CITY may terminate the AGREEMENT in whole or in part upon written notice to the GRANTEE. Such termination shall be deemed "Termination for Cause." Termination shall take effect on the date specified in the notice.

In the alternative, CITY upon written notice may allow the GRANTEE a specific period of time in which to correct the non-compliance. During the corrective-action time period, CITY may suspend further payment to the GRANTEE in whole or in part, or may restrict the GRANTEE's right to perform duties under this AGREEMENT. Failure by the GRANTEE to take timely corrective action shall allow CITY to terminate the AGREEMENT upon written notice to the GRANTEE.

"Termination for Cause" shall be deemed a "Termination for Convenience" when CITY determines that the GRANTEE did not fail to comply with the terms of the AGREEMENT or when CITY determines the failure was not caused by the GRANTEE's actions or negligence. If the AGREEMENT is terminated for cause, the GRANTEE shall be liable for damages as authorized by law, including, but not limited to, any cost difference between the original agreement and the replacement agreement, as well as all costs associated with entering into the replacement agreement (i.e., competitive bidding, mailing, advertising, and staff time).

SECTION NO. 22: TERMINATION FOR CONVENIENCE

Except as otherwise provided in this AGREEMENT, CITY may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this AGREEMENT, in whole or in part. If this AGREEMENT is so terminated, the CITY shall be liable only for payment required under the terms of this AGREEMENT for services rendered prior to the effective date of termination.

SECTION NO. 23: TERMINATION PROCEDURES

After receipt of a Notice of Termination, except as otherwise directed by CITY, the GRANTEE shall:

- A. Stop work under the AGREEMENT on the date, and to the extent specified, in the notice;
- C. Place no further orders for materials, services, or facilities related to the AGREEMENT;
- D. Assign to CITY all of the rights, title, and interest of the GRANTEE under the orders and subcontracts so terminated, in which case CITY has the right, at its discretion, to settle or pay

any or all claims arising out of the termination of such orders and subcontracts. Any attempt by the GRANTEE to settle such claims must have the prior written approval of CITY; and

- E. Preserve and transfer any materials, AGREEMENT deliverables and/or CITY property in the GRANTEES' possession as directed by CITY.

Upon termination of the AGREEMENT, CITY shall pay the GRANTEE for any service provided by the GRANTEE under the AGREEMENT prior to the date of termination. CITY may withhold any amount due as CITY reasonably determines is necessary to protect CITY against potential loss or liability resulting from the termination. CITY shall pay any withheld amount to the GRANTEE if CITY later determines that loss or liability will not occur.

The rights and remedies of CITY under this Section are in addition to any other rights and remedies provided under this AGREEMENT or otherwise provided under law. Provided, further, in the event that the GRANTEE fails to perform this AGREEMENT in accordance with state laws, federal laws, and/or the provisions of this AGREEMENT, CITY reserves the right to recapture funds in an amount to compensate CITY for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the GRANTEE of funds under this recapture provision shall occur within the time period specified by CITY. In the alternative, CITY may recapture such funds from payments due under this AGREEMENT.

SECTION NO. 24: DISPUTE RESOLUTION

Any dispute between the PARTIES which cannot be resolved between the PARTIES shall be subject to arbitration. Except as provided for to the contrary herein, such dispute shall first be reduced to writing. If the CITY and GRANTEE representatives cannot resolve the dispute it will be submitted to arbitration. The provisions of chapter 7.04A RCW shall be applicable to any arbitration proceeding.

The CITY and the GRANTEE shall have the right to designate one person each to act as an arbitrator. The two selected arbitrators shall then jointly select a third arbitrator. The decision of the arbitration panel shall be binding on the PARTIES and shall be subject to judicial review as provided for in chapter 7.04A RCW.

The costs of the arbitration panel shall be equally split between the PARTIES.

SECTION NO. 25: CITY REPRESENTATIVE

The CITY hereby appoints and GRANTEE hereby accepts the CITY's representative or her designee as identified on the FACE SHEET as the CITY'S liaison for the purpose of administering this AGREEMENT. GRANTEE hereby appoints and CITY hereby accepts GRANTEE's representative or his/her designee as identified on the FACE SHEET as GRANTEE's liaison for the purpose of administering this AGREEMENT.

SECTION NO. 26: WAIVER

No officer, employee, agent or otherwise of the CITY has the power, right or authority to waive any of the conditions or provisions to this AGREEMENT. No waiver of any breach of this AGREEMENT shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this AGREEMENT or at law, shall be taken and construed as cumulative that is, in addition to every other

remedy provided herein or by law. Failure of the CITY to enforce at any time any of the provisions of this AGREEMENT, or to require at any time performance by GRANTEE of any provision hereof, shall in no way be construed to be a waiver of such provisions, nor in any way effect the validity of this AGREEMENT of any part hereof, or the right of the CITY to hereafter enforce each and every such provision.

SECTION NO. 27: MODIFICATION

No modification or amendment of this AGREEMENT shall be valid until the same is reduced to writing and executed with the same formalities as this present AGREEMENT.

SECTION NO. 28: NO THIRD-PARTY BENEFICIARIES

Nothing in this AGREEMENT is intended to give, or shall give, whether directly or indirectly, any benefit or right, greater than that enjoyed by the general public, to third persons.

SECTION NO. 29: NOTICES

Except as provided to the contrary herein, all notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by first class delivery, postage prepaid addressed to the CITY or GRANTEE at the address set forth on the FACE SHEET for such party, or at such other address as either party shall from time-to-time designate by notice in writing to the other Party.

SECTION NO. 30: SURVIVAL

Any Sections of this AGREEMENT which, by their sense and context, are intended to survive shall survive the termination of this AGREEMENT.

SECTION NO. 31: SEVERABILITY

It is understood and agreed between the PARTIES that if any parts, terms, or provisions of this AGREEMENT are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the PARTIES shall not be affected in regard to the remainder of the AGREEMENT. If it should appear that any part, term or provision of this AGREEMENT is in conflict with any statutory provisions of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this AGREEMENT shall be deemed modify to conform to such statutory provision.

SECTION NO. 32: EXECUTION AND APPROVAL

The PARTIES warrant that the officers/individuals executing below have been duly authorized to act for and on behalf of the party for purposes of confirming this AGREEMENT.

SECTION NO. 33: ACCESS TO DATA

In compliance with RCW 39.26.180, the GRANTEE shall provide access to data generated under this AGREEMENT to the CITY, Department of Justice, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the GRANTEE's reports, including computer models and the methodology for those models.

SECTION NO. 34: ACKNOWLEDGEMENT OF FEDERAL FUNDING

The GRANTEE shall submit to the CITY, for re-submission to the Bureau of Justice Assistance, one copy of all reports and proposed publications resulting from this grant twenty (20) days prior to public release. Any written, visual, or audio publications, with the exception of press releases, whether published at the GRANTEE's or government's expense, shall contain the following statements:

"This project was supported by Grant No. **2020-VD-BX-1699** awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the United States Department of Justice Office of Justice Programs, which also includes the National Institute of Justice, the Bureau of Justice Statistics, the Office of Juvenile Justice and Delinquency Prevention and the Office of Victims of Crime. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the United States Department of Justice."

SECTION NO. 35: 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. GRANTEE has read and understands all of this AGREEMENT and now states that no representation, promise or condition not expressed in this AGREEMENT has been made to induce GRANTEE to execute the same.

SECTION NO. 36: ANTI-KICKBACK

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

SECTION NO. 37: ASSIGNMENT

Neither this AGREEMENT, nor any claim arising under this AGREEMENT, shall be transferred or assigned by the GRANTEE without prior written consent of CITY.

SECTION NO. 38: ATTORNEYS' FEES

Unless expressly permitted under another provision of the AGREEMENT, in the event of litigation or other action brought to enforce the terms of the AGREEMENT, each party agrees to bear its own attorneys' fees and costs.

SECTION NO. 39: AUTHORITY TO OBLIGATE AWARD FUNDS CONTINGENT ON NONINTERFERENCE (WITHIN THE FUNDED "PROGRAM OR ACTIVITY") WITH FEDERAL LAW ENFORCEMENT (8 U.S.C. 1373 AND 1644); UNALLOWABLE COSTS; NOTIFICATION

- A. If the GRANTEE is a "State," a local government, or a "public" institution of higher education:
1. The GRANTEE may not obligate AGREEMENT funds if, at the time of the obligation, the "program or activity" of the GRANTEE (or of any subcontractor at any tier that is a State, a local government, or a public institution of higher education) that is funded in whole or in part with AGREEMENT funds is subject to any "information-communication restriction".
 2. In addition, with respect to any project costs it incurs "at risk," the GRANTEE may not obligate award funds to reimburse itself if, at the time it incurs such costs, the program or activity of the GRANTEE (or of any subcontractor at any tier that is a State, a local government, or a public institution of higher education) that would be reimbursed in whole or in part with award funds was subject to any information-communication restriction.
 3. Any drawdown of award funds by the GRANTEE shall be considered, for all purposes, to be a material representation by the GRANTEE to OJP that, as of the date the GRANTEE requests the drawdown, the GRANTEE and each subcontractor (regardless of tier) that is a State, local government, or public institution of higher education, is in compliance with the award condition entitled "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance."
 4. The GRANTEE must promptly notify the CITY (in writing) if the GRANTEE, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the GRANTEE, or of any subrecipient at any tier that is either a State or a local government or a public institution of higher education, may be subject to any information-communication restriction. In addition, any subcontract (at any tier) to a subcontractor that is a State, a local government, or a public institution of higher education must require prompt notification to the CITY, should the subcontractor have such credible evidence regarding an information-communication restriction.
- B. Any AGREEMENT, at any tier, to a subcontractor that is a State, a local government, or a public institution of higher education must provide that the subcontractor may not obligate award funds if, at the time of the obligation, the program or activity of the subcontractor (or of any further such subcontractor at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.
- C. Absent an express written determination by the CITY or DOJ to the contrary, based upon a finding by the CITY or DOJ of compelling circumstances (e.g., a small amount of AGREEMENT funds obligated by the GRANTEE at the time of a subcontractor's minor and transitory non-compliance, which was unknown to the GRANTEE despite diligent monitoring), any obligations of AGREEMENT funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, the CITY or DOJ will give great

weight to evidence submitted by the GRANTEE that demonstrates diligent monitoring of subcontractors compliance with the requirements set out in the "Noninterference ... 8 U.S.C. 1373 and 1644 and ongoing compliance" AGREEMENT condition.

D. Rules of Construction

1. For purposes of this condition "information-communication restriction" has the meaning set out in the "Noninterference ... 8 U.S.C. 1373 and 1644 and ongoing compliance" condition; and
2. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference ... 8 U.S.C. 1373 and 1644 and ongoing compliance" condition are incorporated by reference as though set forth here in full.

SECTION NO. 40: CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION – PRIMARY AND LOWER TIER COVERED TRANSACTION

- A. The GRANTEE, defined as the primary participant and its principal, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 2. Have not within a three-year period preceding this AGREEMENT, been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or state antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state, or local) with commission of any of the offenses enumerated in paragraph (A)(2) of this section; and
 4. Have not within a three-year period preceding the signing of this AGREEMENT had one or more public transactions (Federal, state, or local) terminated for cause of default.
- F. Where the GRANTEE is unable to certify to any of the statements in this AGREEMENT, the GRANTEE shall attach an explanation to this AGREEMENT.
- G. The GRANTEE agrees by signing this AGREEMENT that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the CITY.
- H. The GRANTEE further agrees by signing this AGREEMENT that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

1. The lower tier grantee certifies, by signing this AGREEMENT 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 grantee is unable to certify to any of the statements in this AGREEMENT, such grantee shall attach an explanation to this AGREEMENT.
- I. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the CITY for assistance in obtaining a copy of these regulations.

SECTION NO. 41: CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

1. All material provided to the GRANTEE by CITY that is designated as "confidential" by CITY;
2. All material produced by the GRANTEE that is designated as "confidential" by CITY; and
3. All personal information in the possession of the GRANTEE that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

The GRANTEE shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE and any subgrantee at any tier, must comply with all confidentiality requirements of 34 U.S.C. section 10231 and 28 C.F.R. Part 22, that are applicable to collection, use, and revelation of data or information. The GRANTEE agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with the requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23. shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of CITY or as may be required by law. The GRANTEE shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the GRANTEE shall provide CITY with its policies and procedures on confidentiality. CITY may require changes to such policies and procedures as they apply to this Grant whenever CITY reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by CITY. Upon request, the GRANTEE shall immediately return to CITY any Confidential Information that CITY reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.

- J. Unauthorized Use or Disclosure. The GRANTEE shall notify CITY within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

SECTION NO. 42: CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the CITY may, in its sole discretion, by written notice to the GRANTEE terminate this AGREEMENT if it is found after due notice and examination by the CITY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the GRANTEE in the procurement of, or performance under this AGREEMENT.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The GRANTEE and their subgrantees(s) must identify any state of Washington employees or former state employees employed or on the firm's governing board during the past 24 months, identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by the CITY that a conflict of interest exists, the GRANTEE may be disqualified from further consideration for the award of a contract.

In the event this AGREEMENT is terminated as provided above, the CITY shall be entitled to pursue the same remedies against the GRANTEE as it could pursue in the event of a breach of the AGREEMENT by the GRANTEE. The rights and remedies of the CITY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the CITY makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this AGREEMENT.

SECTION NO. 43: COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by CITY. CITY shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the GRANTEE hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to CITY effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the GRANTEE hereby grants to CITY a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The GRANTEE warrants and represents that the GRANTEE has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to CITY.

The GRANTEE shall exert all reasonable effort to advise CITY, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any

portion of such document which was not produced in the performance of this Grant. The GRANTEE shall provide CITY with prompt written notice of each notice or claim of infringement received by the GRANTEE with respect to any Materials delivered under this Grant. CITY shall have the right to modify or remove any restrictive markings placed upon the Materials by the GRANTEE.

The GRANTEE understands and agrees that any training or training materials developed or delivered with funding provided through this AGREEMENT must adhere to the OJP Training Principles for Grantees and Subgrantees. The principles are available at <http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>.

SECTION NO. 44: COUNTERPARTS

This AGREEMENT may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

SECTION NO. 45: EXPENDITURES PROHIBITED WITHOUT WAIVER

No funds under this AGREEMENT may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

SECTION NO. 46: HEADINGS

The Section headings in this AGREEMENT have been inserted solely for the purpose of convenience and ready-reference. In no way do they purport to, and shall not be deemed to, define, limit or extend the scope or intent of the Sections to which they appertain.

SECTION NO. 47: LICENSING, ACCREDITATION, AND REGISTRATION

The GRANTEE shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Grant.

SECTION NO. 48: LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this AGREEMENT. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this AGREEMENT is not effective or binding unless made in writing and signed by the Authorized Representative.

SECTION NO. 49: LOSS OF FUNDING

In the event funding from state, federal, or other sources which is the source of funding by the CITY for this AGREEMENT is withdrawn, reduced, or limited in any way after the effective date of this AGREEMENT, and prior to normal completion, CITY may terminate the AGREEMENT under the

"Termination for Convenience" clause, without the ten (10) business day notice requirement. In lieu of termination, the AGREEMENT may be amended to reflect the new funding limitations and conditions.

SECTION NO. 50: NON-INTERFERENCE (WITHIN THE FUNDED "PROGRAM OR ACTIVITY") WITH FEDERAL LAW ENFORCEMENT: 8 U.S.C. 1373 AND 1644; ONGOING COMPLIANCE

- A. With respect to the "program or activity" funded in whole or part under this AGREEMENT, including any such program or activity of any subcontractor at any tier, throughout the period of performance, no State or local government entity, agency, or official may prohibit or in any way restrict: (1) any government entity or official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or (2) a government entity or agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in either 8 U.S.C. 1373(b) or 1644. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.
- B. Certifications from subrecipients. The GRANTEE may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains a certification of compliance with 8 U.S.C. 1373 and 1644, properly executed by the chief legal officer of the government or educational institution that would receive the subaward, using the appropriate form available at <https://ojp.gov/funding/Explore-SampleCertifications-8USC1373.htm>. Also, the GRANTEE must require that no subrecipient (at any tier) may make a further subaward to a State, a local government, or a public institution of higher education, unless it first obtains a certification of compliance with 8 U.S.C. 1373 and 1644, properly executed by the chief legal officer of the government or institution that would receive the further subaward, using the appropriate OJP form.
- C. The GRANTEE's monitoring responsibilities include monitoring of subcontractors compliance with the requirements of this condition.
- D. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the GRANTEE, or any subcontractor at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.
- E. Rules of Construction
 - 1. For purposes of this condition:
 - a. State and local government include any agency or other entity thereof, but not any institution of higher education or any Indian tribe;
 - b. A public institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.");
 - c. Program or activity means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a);

- d. Immigration status means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa; and
 - e. Pursuant to the provisions set out at (or referenced in) 8 U.S.C. 1551 note ("Abolition ... and Transfer of Functions"), references to the "Immigration and Naturalization Service" in 8 U.S.C. 1373 and 1644 are to be read as references to particular components of the DHS.
2. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.
 3. IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

SECTION NO. 51: NON-INTERFERENCE (WITHIN THE FUNDED "PROGRAM OR ACTIVITY") WITH FEDERAL LAW ENFORCEMENT: INTERROGATION OF CERTAIN ALIENS

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by this award, as of the date the GRANTEE accepts this award, and throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).

- A. Noninterference with statutory law enforcement access to correctional facilities. Consonant with federal law enforcement statutes and regulations, including 8 U.S.C. 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," and 8 C.F.R. 287.5(a), under which that power may be exercised "anywhere in or outside the United States" within the funded program or activity, no State or local government entity, agency, or official may interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose "interrogating any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."
- B. Monitoring. The GRANTEE's monitoring responsibilities include monitoring of subcontractors compliance with this condition.
- C. Allowable costs. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.
- D. Rules of construction
 1. For purposes of this condition:
 - a. The term "alien" means what it means under section 101 of the Immigration and Nationality Act (INA) (see 8 U.S.C. 1101(a)(3));

- b. The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (see 34 U.S.C. 10251(a)(7));
 - c. The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that: (1) is designed to prevent or to significantly delay or complicate; or (2) has the effect of preventing or of significantly delaying or complicating.
2. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.

SECTION NO. 52: NON-INTERFERENCE (WITHIN THE FUNDED "PROGRAM OR ACTIVITY") WITH FEDERAL LAW ENFORCEMENT: NO PUBLIC DISCLOSURE OF CERTAIN LAW ENFORCEMENT SENSITIVE INFORMATION

SCOPE: This condition applies with respect to the "program or activity" that is funded (in whole or in part) by this AGREEMENT, as of the date the GRANTEE accepts this AGREEMENT, and throughout the remainder of the period of performance. Its provisions must be among those included in any subcontracts (at any tier).

- A. Noninterference: No public disclosure of federal law enforcement information, in order to conceal, harbor, or shield. Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no public disclosure may be made of any federal law enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).
- B. Monitoring. The GRANTEE's monitoring responsibilities include monitoring of subcontractors compliance with this condition.
- C. Allowable costs. To the extent that such costs are not reimbursed under any other federal program, AGREEMENT funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.
- D. Rules of construction:
 - 1. For purposes of this condition:
 - a. The term "alien" means what it means under section 101 of the INA (see 8 U.S.C. 1101(a)(3));
 - b. The term "federal law enforcement information" means law enforcement sensitive information communicated or made available, by the federal government, to a State or local government entity, agency, or official, through any means, including, without limitation: (1) through any database; (2) in

- connection with any law enforcement partnership or task-force; (3) in connection with any request for law enforcement assistance or cooperation; or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;
 - c. The term "law enforcement sensitive information" means records or information compiled for any law enforcement purpose; and
 - d. The term "public disclosure" means any communication or release other than one: (a) within the GRANTEE; or (b) to any subcontractor (at any tier) that is a government entity.
2. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.

SECTION NO. 53: NON-INTERFERENCE (WITHIN THE FUNDED "PROGRAM OR ACTIVITY") WITH FEDERAL LAW ENFORCEMENT: NOTICE OF SCHEDULED RELEASE

SCOPE: This condition applies with respect to the "program or activity" that is funded (in whole or in part) by this AGREEMENT, as of the date the GRANTEE accepts the AGREEMENT, and throughout the remainder of the period of performance. Its provisions must be among those included in any subcontract at any tier.

- A. Noninterference with "removal" process: Notice of scheduled release date and time. Consonant with federal law enforcement statutes including: 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a ninety (90) day removal period during which the federal government shall detain and then "shall" remove an alien from the U.S. begins no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual DOJ report to Congress on "the number of illegal alien[felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- within the funded program or activity, no State or local government entity, agency, or official (including a government-contracted correctional facility) may interfere with the removal process by failing to provide, as early as practicable (see para. 4.C. below), advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.
- B. Monitoring: The GRANTEE's monitoring responsibilities include monitoring of subrecipient compliance with this condition.
- C. Allowable costs: To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

D. Rules of construction:

1. For purposes of this condition:
 - a. The term "alien" means what it means under section 101 of the INA (see 8 U.S.C. 1101(a)(3)).
 - b. The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (see 34 U.S.C. 10251(a)(7)).
2. Nothing in this condition shall be understood to authorize or require any GRANTEE, any subcontractor at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.
3. Applicability:
 - a. Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as practicable.
 - b. Current DHS practice is to use the same form for a second, distinct purpose, to request that an individual be detained for up to forty-eight (48) hours after the scheduled release. This condition does not encompass such DHS requests for detention.
4. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award conditions are incorporated by reference as though set forth here in full.

SECTION NO. 54: ORDER OF PRECEDENCE:

In the event of an inconsistency between the provisions in AGREEMENT, the inconsistency shall be resolved by giving precedence in the following order:

- A. Applicable federal and State of Washington statutes and regulations;
- F. Face Sheet;
- G. Attachment "A"-Scope of Work; and
- H. Attachment "B"-Budget.
- I. Attachment "C"-SUBSEQUENT EVENTS-COVID 19-MEMO M-20-15 & M-20-17.

SECTION NO. 55: POLITICAL ACTIVITIES

Political activity of GRANTEE employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17 RCW and the Federal Hatch Act, 5 USC 1501-1508.

No funds may be used under this AGREEMENT for working for or against ballot measures or for or against the candidacy of any person for public office.

SECTION NO. 56: PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The assistance provided under this AGREEMENT shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this AGREEMENT provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

SECTION NO. 57: PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS

A GRANTEE which is a local government or Indian Tribal government must establish procurement policies and procedures in accordance with 2 CFR Part 200, for all purchases funded by this AGREEMENT.

The GRANTEE's procurement system should include at least the following:

- A. A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of Grants using federal funds.
- J. Procedures that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.
- K. Minimum procedural requirements, as follows:
 - 1. Follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items;
 - 2. Solicitations shall be based upon a clear and accurate description of the technical requirements of the procured items;
 - 3. Positive efforts shall be made to use small and minority-owned businesses;
 - 4. The type of procuring instrument (fixed price, cost reimbursement) shall be determined by the GRANTEE, but must be appropriate for the particular procurement and for promoting the best interest of the program involved;
 - 5. Subgrants shall be made only with reasonable Subgrantees who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement;
 - 6. Some form of price or cost analysis should be performed in connection with every procurement action;
 - 7. Procurement records and files for purchases shall include all of the following:

- a. GRANTEE's selection or rejection;
- b. The basis for the cost or price; and
- c. Justification for lack of competitive bids if offers are not obtained.
- d. a system for Grant administrator to ensure GRANTEE conformance with terms, conditions and specifications of this AGREEMENT, and to ensure adequate and timely follow-up of all purchases.
- e. GRANTEE and subgrantees must receive prior approval from the CITY for using funds from this AGREEMENT to enter into a sole source contract or a contract where only one bid or proposal is received when value of this AGREEMENT is expected to exceed \$5,000.

Prior approval requests shall include a copy of proposed Grants and any related procurement documents and justification for non-competitive procurement, if applicable.

SECTION NO. 58: PUBLICITY

The GRANTEE agrees not to publish or use any advertising or publicity materials in which the CITY's name is mentioned, or language used from which the connection with the CITY's name may reasonably be inferred or implied, without the prior written consent of the CITY.

SECTION NO. 59: RECLASSIFICATION OF VARIOUS STATUTORY PROVISIONS TO A NEW TITLE 34 OF THE UNITED STATES CODE

On September 1, 2018, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective September 1, 2018, any reference in this AGREEMENT to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in material incorporated by reference through conditions, and references set out in other requirements.

SECTION NO. 60: REMEDIES FOR NON-COMPLIANCE OR FOR MATERIALLY FALSE STATEMENTS

Failure to comply with any one or more of these AGREEMENT requirements – whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period – may result in the CITY or OJP taking appropriate action with respect to the GRANTEE and the agreement. Among other things, the CITY may withhold funds, disallow costs, or suspend or terminate this AGREEMENT. The CITY may also take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this AGREEMENT (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may

lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

SECTION NO. 61: REQUIREMENTS OF THE AWARD

The conditions of this AGREEMENT are material requirements of the AGREEMENT. Compliance with any certifications or assurances submitted by or on behalf of the GRANTEE that relate to conduct during the period of performance also is a material requirement of this AGREEMENT.

SECTION NO. 62: REQUIREMENT TO COLLECT CERTAIN INFORMATION FROM SUBCONTRACTORS

The GRANTEE may not make a subcontract to a State, a local government, or a "public" institution of higher education, unless it first obtains from the proposed subcontractor responses to the questions identified in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)." All subcontractor responses must be collected and maintained by the GRANTEE, consistent with regular document retention requirements, and must be made available to the CITY or DOJ upon request. Responses to these questions are not required from subcontractors that are either a tribal government/organization, a nonprofit organization, or a private institution of higher education.

SECTION NO. 63: REQUIREMENT TO DISCLOSE WHETHER RECIPIENT IS DESIGNATED "HIGH RISK" BY A FEDERAL GRANT-MAKING AGENCY OUTSIDE OF DOJ

If the GRANTEE is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the GRANTEE must disclose that fact and certain related information to the CITY and DOJ by email at EMCCOWAN@spokanecity.org and OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the GRANTEE's past performance, or other programmatic or financial concerns with the GRANTEE. The GRANTEE's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk; 2. The date the recipient was designated high risk; 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address); and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

SECTION NO. 64: REQUIREMENT TO REPORT ACTUAL OR IMMINENT BREACH OF PERSONALLY IDENTIFIABLE INFORMATION (PII)

The GRANTEE, and any subcontractor at any tier, must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient): 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of Personally Identifiable Information (PII) (2 CFR 200.79) within the scope of an OJP grant-funded program or activity; or 2) uses or operates a Federal information system (OMB Circular A-130). The GRANTEE's breach procedures must include a requirement to report actual or imminent breach of PII to the CITY's Program

Manager no later than twenty-four (24) hours after an occurrence of an actual breach, or the detection of an imminent breach.

SECTION NO. 65: RIGHT OF INSPECTION

The GRANTEE shall provide right of access to its facilities to the CITY, or any of its officers, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this AGREEMENT.

SECTION NO. 66: SITE SECURITY

While on CITY premises, the GRANTEE, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

SECTION NO. 67: SPECIAL PROVISIONS

Applicable and attached and incorporated by reference to this AGREEMENT is the following: Attachment "C" Statement of Assurances; Attachment "D" Certification Regarding Debarment, Suspension, Ineligibility; Attachment "E" FFATA; Attachment "F" Restrictions and Certifications Regarding Non-Disclosure Agreements; Attachment "G" National Environmental Policy Act; Attachment "H" Acknowledgment of Allowable and Unallowable Costs; Attachment "I" Equal Employment Opportunity Plan Certification Form; Attachment "J" CCR Registration of Sub-Recipient DUNS Numbers, and Washington State Department of Commerce Justice Assistance Grant Subrecipient Compliance Verification.

SECTION NO. 68: SUBCONTRACTORS

GRANTEE shall seek and whenever appropriate will receive approval from the CITY for all subcontracts under this AGREEMENT. All subcontractors employed or used by GRANTEE to provide the services under the terms of this AGREEMENT agree to comply with Section Nos. 5, 16, 25, 29, and 38 of this AGREEMENT. GRANTEE shall notify the CITY's representative of any subcontractor and certify that the subcontractor has been advised of the above provisions and has satisfied the Insurance provisions prior to providing any subcontracting services.

SECTION NO. 69: SUBMISSION OF ELIGIBLE RECORDS RELEVANT TO THE NATIONAL INSTANT BACKGROUND CHECK SYSTEM

Consonant with federal statutes that pertain to firearms and background checks, including 18 U.S.C. 922 and 34 U.S.C. ch. 409, if the GRANTEE, or any subrecipient at any tier, uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the GRANTEE (or subcontractor, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS

are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the GRANTEE may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

SECTION NO. 70: TAXES

If this AGREEMENT applies to GRANTEE staff, all payments accrued on account of payroll taxes, unemployment contributions, the GRANTEE income or gross receipts, any other taxes, insurance or expenses for the GRANTEE or its staff shall be the sole responsibility of the GRANTEE.

ATTACHMENT “A”
SCOPE OF WORK

The AGREEMENT is to clearly identify the roles and responsibilities of the GRANTEE as they relate to the **BJA FY 20 Coronavirus Emergency Supplemental Funding Program**.

The AGREEMENT is to clearly identify the roles and responsibilities of the GRANTEE as they relate to the BJA FY 20 Coronavirus Emergency Supplemental Funding Program Grant.

The term of this AGREEMENT is the period within which the project responsibilities of this AGREEMENT shall be performed. The term commences January 20, 2020 and terminates January 31, 2022. The principal purpose of this grant is to provide funding that must be utilized to prevent, prepare for and respond for the coronavirus. Allowable projects and purchases include, but are limited to overtime, equipment (including law enforcement and medical personal protective equipment), hiring, supplies (such as gloves, masks, sanitizer), training, travel expenses (particularly related to the distribution of resources to the most impacted areas) and addressing the medical needs of inmates in state, local and tribal prisons, jails and detention centers.

There are no specific prohibitions under the Coronavirus Emergency Supplemental Funding Program other than the unallowable costs that are identified in the DOJ Grants Financial Guide, however, if an individual item costs more than \$500,000 or if the funding is to be used for unmanned aerial system, unmanned aircraft and/or unmanned aerial vehicles prior approval is needed by BJA.

ATTACHMENT "B"

BUDGET

<u>Funding Category</u>	<u>Computation</u>	<u>Amount</u>
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SPOKANE COUNTY JAIL

Coveralls, Gloves, Masks, Sanitization, Thermometers and Minor Equipment and other related COVID-19 supplies

Total Budget		\$83,000
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Approved expenditures for the program as set forth in Attachment "A" (Scope of Work) must be itemized. Payment will be on a cost reimbursement basis only and documentation must be provided to support the billings. Transfer of funds between Project categories must be approved by the CITY'S representative listed on the face sheet to this AGREEMENT. Any amendments to the budget must be made in writing and approved by the CITY'S representative listed on the face sheet to this AGREEMENT.

The GRANTEE shall obligate all grant funds prior to January 31, 2022. Any portion of the grant funds which remain un-obligated or not expended at the end of this period will be available for use by the CITY.

The GRANTEE and any subcontractor at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this award appear in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

Spokane CITY INVOICE VOUCHER

Subrecipient Number	Award Number	Award Name

AGENCY NAME
Spokane City Spokane Police Dept. 1100 W. Mallon Spokane, WA 99260
CLAIMANT (Warrant is to be payable to)
Spokane County Office of Financial Assistance Grants & Contracts Specialist 1116 W Broadway Spokane, WA 99260

AGENCY NAME
Spokane City Spokane Police Dept. 1100 W. Mallon Spokane, WA 99260
CLAIMANT (Warrant is to be payable to)
Spokane County Office of Financial Assistance Grants & Contracts Specialist 1116 W Broadway Spokane, WA 99260

CLAIMANT (Warrant is to be payable to)

**Spokane County
Office of Financial Assistance
Grants & Contracts Specialist
1116 W Broadway
Spokane, WA 99260**

CLAIMANT (Warrant is to be payable to)

**Spokane County
Office of Financial Assistance
Grants & Contracts Specialist
1116 W Broadway
Spokane, WA 99260**

INSTRUCTIONS TO CLAIMANT: *Submit this form to claim payment for materials, merchandise or services. Show complete detail for each item.*

Claimant's Certificate: I hereby certify under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished to Spokane CITY, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion, or Vietnam era or disabled veterans status and all expenses claimed will not be charged to any other grant, subgrant or funding source.

BY	(SIGN IN INK)	
	(TITLE)	(DATE)

BY	(SIGN IN INK)	
	(TITLE)	(DATE)

BY	(SIGN IN INK)	
	(TITLE)	(DATE)

BY	(SIGN IN INK)	
	(TITLE)	(DATE)

FEDERAL I.D. NO. OR SOCIAL SECURITY NO. (For reporting Personal Services Contract Payments to I.R.S.)

RECEIVED BY _____

DATE RECEIVED

[illegible]

ATTACHMENT "C"

SUBSEQUENT EVENTS-COVID 19-MEMO M-20-15 & M-20-17

ATTACHMENT "D"
STATEMENT OF ASSURANCES

The GRANTEE:

1. GRANTEE and any subcontractor at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that, for purposes of federal grants administrative requirements, OJP considers a "subaward" (and therefore does not consider a procurement "contract"). The details of the requirement for authorization of any subaward are posted on the OJP web site at (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.
2. Has sufficient fiscal and management controls to implement and maintain the program in accordance with this application and program requirements. The GRANTEE has sufficient monetary resources to implement and maintain program operations in accordance with this application.
3. Agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.
4. Will not use any grant funds to supplant local funds, but will use such grant funds to increase the amounts of funds that would, in the absence of federal funds, be made available for program activities.
5. GRANTEE and any subcontract at any tier, must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant. GRANTEE also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712. Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this AGREEMENT, the GRANTEE is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.
6. Will comply with the financial and administrative requirements as set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide. In addition to the financial and administrative requirements, will conform to the grant program requirements as stated in BJA program guidance. Agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.
7. GRANTEE and any subcontractor must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award: 1) submitted a claim that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct. Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by: 1) mail direct to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or 2) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499

(phone) or (202) 616-9881 (fax). Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

8. Agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this 2016 award from the Office of Justice Programs (OJP) and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if recipient does not satisfactorily and promptly address outstanding audit issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.
9. Understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.
10. Will follow the "Federal Leadership on Reducing Text Messaging While Driving", 74 Federal Regulation 51225. The Department of Justice encourages recipients and sub-recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant and to establish workplace safety policies and conduct education, awareness and other outreach to decrease crashes caused by distracted drivers.
11. Understands and agrees that (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
12. Must verify its Point of Contact (POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.
13. Agrees to comply with DOJ's Global Justice Information Sharing Initiative guidelines. The GRANTEE and any subgrantee at any tier, must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The GRANTEE and any subgrantee at any tier must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.
14. Agrees to comply with OJP grant monitoring of this award pursuant to OJP's guidelines, protocols, procedures and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including those related to desk reviews and/or site visits. The GRANTEE agrees to provide to OJP all documentation necessary to complete monitoring tasks, including documentation related to the GRANTEE's AGREEMENT. Further the GRANTEE agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in sanctions affecting the GRANTEE's DOJ awards, including, but not

limited to: withholdings and/or other restrictions on the GRANTEE's access to grant funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee, or termination of an award(s).

15. Agrees to participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.
16. Will comply with Title V of the Anti-Drug Abuse Act of 1988 and regulations promulgated by the federal government to maintain a drug-free workplace.
17. Will comply with Title II of the Americans with Disabilities Act of 1990.
18. Will not undertake any prohibited political activities with these funds including, but not limited to, voter registration; partisan political activity; lobbying congress, the Legislature, or any federal or state agency for project of jurisdictionally specific activity; or campaign for any ballot measure.
19. Will comply with the provisions of Title 28, Code of Federal Regulations; Part 61, Procedures for Implementing the National Environmental Policy Act; and Part 63, Floodplain Management and Wetland Protection Procedures.
20. Guarantees in performing any contract, purchase, or other agreement, the organization shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, marital status, national origin, political affiliation, or the presence of any sensory, mental, or physical disability. The organization agrees to take affirmative action to ensure that applicants are employed and that employees are treated during the employment without discrimination because of their race, color, religion, age, sex, political affiliation, handicap or national origin. Such action shall include, but not be limited to, employment upgrading, demotion or transfer, recruitment and recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and training. This guarantee shall implement federal, state, and any local equal opportunity and non-discrimination statutes. The GRANTEE further will, without delay, bring any finding of an equal opportunity or non-discrimination violation to the attention of the Department of Justice.
21. Agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that the Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of funding may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the GRANTEE must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment.
22. The Grantee and any subgrantee at any tier, must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

23. Agrees to comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of the GRANTEE or individuals defined as employees of the GRANTEE. Details of GRANTEE's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm>.
24. Understands and agrees that award funds may not be used for items that are listed on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, without explicit written prior approval from BJA. The Controlled Expenditure List, and instructions on how to request approval for purchase or acquisitions may be accessed here: <https://www.bja.gov/funding/JAGControlledPurchaseList.pdf>
25. Understands that, pursuant to recommendation 2.1 of Executive Order 13688, law enforcement agencies that acquire controlled equipment through Federal programs must adopt robust and specific written policies and protocols governing General Policing Standards and Specific Controlled Equipment Standards. General Policing Standards includes policies on (a) Community Policing; (b) Constitutional Policing; and (c) Community Input and Impact Considerations. Specific Controlled Equipment Standards includes policies specifically related to (a) Appropriate Use of Controlled Equipment; (b) Supervision of Use; (c) Effectiveness Evaluation; (d) Auditing and Accountability; and (e) Transparency and Notice Considerations. Upon OJP's request, the recipient agrees to provide a copy of the General Policing Standards and Specific Controlled Equipment Standards, and any related policies and protocols.
26. Understands and agrees that the purchase or acquisition of any item on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, with award funds by an agency will trigger a requirement that the agency collect and retain (for at least 3 years) certain information about the use of 1) any federally-acquired Controlled Equipment in the agency's inventory, and 2) any other controlled equipment in the same category as the federally-acquired controlled equipment in the agency's inventory, regardless of source; and make that information available to BJA upon request. Details about what information must be collected and retained may be accessed here: http://www.whitehouse.gov/sites/default/files/docs/le_equipment_wg_final_report_final.pdf
27. Understands and agrees that failure to comply with conditions related to Prohibited or Controlled Expenditures may result in a prohibition from further Controlled Expenditure approval under this or other federal awards.
28. Understands and agrees that award funds may not be used for items that are listed on the Prohibited Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time. The Prohibited Expenditure List may be accessed here: <https://www.bja.gov/funding/JAGControlledPurchaseList.pdf>.
29. Understands and agrees that, notwithstanding 2 CFR 200.313, no equipment listed on the Controlled Expenditure List that is purchased under this award may be transferred or sold to a third party, except as described as follows: a. Agencies may transfer or sell any controlled equipment, except riot helmets and riot shields, to a Law Enforcement Agency (LEA) after obtaining prior written approval from BJA. As a condition of that approval, the acquiring LEA will be required to submit information and certification to BJA as if it was requesting approval to use award fund for the initial purchase of items on the Controlled Expenditure List; b. Agencies may not transfer or sell any riot helmets or riot shields purchased under this award; c. Agencies

may not transfer or sell any Controlled Equipment purchased under this award to non-LEAs, with the exception of fixed wing aircraft, rotary wing aircraft, and command and control vehicles. Before any such transfer or sale is finalized, the agency must obtain prior written approval from BJA. All law enforcement-related and other sensitive or potentially dangerous components, and all law enforcement insignias and identifying markings must be removed prior to transfer or sale. GRANTEE further understands and agrees to notify BJA prior to the disposal of any items on the Controlled Expenditure List purchased under this award, and to abide by any applicable laws and regulations in such disposal.

30. If award funds are being drawn down in advance, the GRANTEE (or subgrantee, with respect to a subaward) is required to establish a trust fund account. The GRANTEE (and subgrantee's) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The GRANTEE also agrees to obligate the grant funds in the trust fund (including any interest earned) during the period of performance for the award and expend within ninety (90) days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

Authorized Signature for the Applicant:


SIGNATURE

Gerry Gemmill
PRINTED NAME OF SIGNATURE

VALID THROUGH

12-18-20
DATE

Chief Executive Officer
TITLE

ATTACHMENT "E"

DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION
CERTIFICATION FORM

NAME Spokane County		Doing business as (DBA) <i>City of Spokane</i>	
ADDRESS 1116 W. Broadway, Spokane WA 99260	Applicable Procurement or Solicitation #, if any:	WA Uniform Business Identifier (UBI) 328040473	Federal Employer Tax Identification #: 91-6001370
This certification is submitted as part of a request to contract.			

**Instructions For Certification Regarding Debarment, Suspension, Ineligibility and Voluntary
Exclusion—Lower Tier Covered Transactions**

READ CAREFULLY BEFORE SIGNING THE CERTIFICATION. Federal regulations require contractors and bidders to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds.

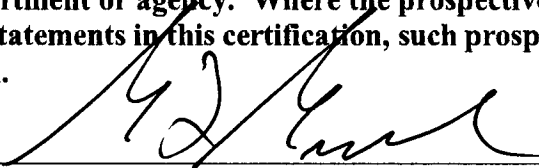
1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective 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.
3. The prospective lower tier participant shall provide immediate written notice to the department, institution or office to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable CFR, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "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.
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 applicable CFR, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, 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.

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 activity.
9. Except for transactions authorized under paragraph 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 applicable CFR, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, 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.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction

The prospective lower tier participant certifies, by submission of this proposal or 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. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this form.



SIGNATURE

12-18-20

DATE

Gerry Gemmill

PRINTED NAME OF SIGNATURE

Chief Executive Officer

TITLE

ATTACHMENT "F"
FFATA FORM

Subrecipient Agency: Spokane County		Date Completed: 12/11/2020	
Grant and Year: JAG20 - COVID		Agreement Number:	
Completed by:	<u>Gerry Gemill</u> Name	<u>CEO</u> Title	<u>(509) 477-2600</u> Telephone
STEP 1			
Is your grant agreement less than \$25,000?	YES <input type="checkbox"/>	STOP, no further analysis needed, GO to Step 6	NO <input checked="" type="checkbox"/> GO to Step 2
STEP 2			
In your preceding fiscal year, did your organization receive 80% or more of its annual gross revenues from federal funding?	YES <input type="checkbox"/>	GO to STEP 3	NO <input checked="" type="checkbox"/> STOP, no further analysis needed, GO to Step 6
STEP 3			
In your preceding fiscal year, did your organization receive \$25,000,000 or more in federal funding?	YES <input type="checkbox"/>	GO to STEP 4	NO <input type="checkbox"/> STOP, no further analysis needed, GO to Step 6
STEP 4			
Does the public have access to information about the total compensation* of senior executives in your organization?	YES <input type="checkbox"/>	STOP, no further analysis needed, GO to step 6	NO <input type="checkbox"/> GO to STEP 5
STEP 5			
Executive #1	Name:		
	Total Compensation amount: \$		
Executive #2	Name:		
	Total Compensation amount: \$		
Executive #3	Name:		
	Total Compensation amount: \$		
Executive #4	Name:		
	Total Compensation amount: \$		
Executive #5	Name:		
	Total Compensation amount: \$		
STEP 6			
If your organization does not meet these criteria, specifically identify below <u>each</u> criteria that is not met for your organization: For Example: "Our organization received less than \$25,000." Our organization did not receive more than 80% of its annual gross revenues from federal funding.			

Signature:  **Date:** 12-18-20

* Total compensation refers to:

- Salary and bonuses
- Awards of stock, stock options, and stock appreciation rights
- Other compensation including, but not limited to, severance and termination payments
- Life insurance value paid on behalf of the employee

* Additional Resources:

<http://www.whitehouse.gov/omb/open>

<http://www.hrsa.gov/grants/ffata.html>

<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf>

<http://www.grants.gov/>

ATTACHMENT "G"

**RESTRICTIONS AND CERTIFICATIONS REGARDING NON-DISCLOSURE
AGREEMENTS**

January 20, 2020 through December 31, 2022

No GRANTEE or subcontractor under this AGREEMENT, or entity that receives a contract or subcontract with any funds under this grant, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this AGREEMENT, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this AGREEMENT, the GRANTEE:
 - A. Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - L. Certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of fund funds, will provide prompt written notification to the agency making this grant, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
2. If the GRANTEE does or is authorized to make subcontracts or contracts under this AGREEMENT:
 - A. It represents that:
 1. It has determined that no other entity that the GRANTEE's application proposes may or will receive grant funds (whether through a subgrant, contract, or subcontractor) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 2. It has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
 - B. It certifies that, if it learns or is notified that any subgrantee, contractor, or subcontractor entity that received funds under this grant is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any

further obligations of grant funds to or by that entity, will provide prompt written notification to the agency making this grant, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Spokane County

Agency Name

Gerry Gemmill

Name of Authorized Official

Chief Executive Officer

Title

Signature of Authorized Official

Date

ATTACHMENT "H"

NATIONAL ENVIRONMENTAL POLICY ACT (NEPA)

The following information is required from each federal grant recipient. The GRANTEE understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or Environmental Impact Statement, as directed by BJA. The GRANTEE further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to the GRANTEE's Existing Program or Activities: For any GRANTEE or its subcontractors existing programs or activities that will be funded by this AGREEMENT, the GRANTEE, upon specific request from the CITY or BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

The GRANTEE agrees to first determine if any of the below listed activities will be funded by the project funds. Prior to obligating funds for the purpose of any of the below listed activities, the GRANTEE agrees to contact the CITY's representative who will contact the BJA for approval.

Please check one of the blanks to the left of each item below to indicate whether or not the activity described is being undertaken to support or facilitate the federally funded activity by the grant recipient or any other party.

- | Yes | | |
|--------------------------|-------------------------------------|---|
| Activity | N/A | |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 1. New Construction |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 2. Minor renovation or remodeling of a property either: |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | a. listed on or eligible for listing on the National Register of Historical Places; |
| | | or |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | b. located in an environmentally or historically sensitive area, including |
| | | properties located within a 100-year flood plain, a wetland, or habitat for |
| | | endangered species. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 3. A renovation, lease, or any proposed use of a building or facility that will either: |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | a. result in a change in its basic prior use (between industrial, office, |
| | | residential, etc.); or |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | b. significantly change its size (total structure, not program's portion thereof). |
| | | 4. Implementation of a new program involving use of chemicals other than |
| | | chemicals that are: |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | a. purchased as an incidental component of the funded activity; or |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | b. traditionally used, for example, in office, household, recreational, or |
| | | educational environments. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 5. Implementation of a program relating to clandestine methamphetamine |
| | | laboratory operations, including the identification, seizure, or closure of |
| | | clandestine methamphetamine laboratories. |

If any item above is checked, a clarification of the activity may be requested.

Response is made related to the following Justice Assistance Grant funded program/project:

Project: Spokane County Jail COVID-19 supplies

Certificate Valid Through (max of 2 years) _____

Signature:  Date: 12-18-20

Printed Name: Gerry Gemmill

Title: Chief Executive Officer

Representing: Spokane County

ATTACHMENT "I"

ACKNOWLEDGEMENT OF ALLOWABLE AND UNALLOWABLE COSTS

ALLOWABLE COSTS

Allowable uses of federal grant funds include, but are not limited to, the following as they relate to the coordination and implementation of activities performed under the goal(s), objectives, and activities of the grant as described in Attachments "A" and "B" of the AGREEMENT, including:

- Operating costs, including:
 - Approved costs of personnel (salaries and benefits, and/or overtime).
 - Overtime
 - Costs reflected in the project budget proposal (such as training fees, printing, supplies, or contractual services).
- Procurement and installation of equipment (limitations may apply for high dollar items)
- Space and utilities, to the extent utilized for the approved project.
- Travel, per diem, and lodging at the federally approved rates.
- Printing and duplication of written and visual materials.

UNALLOWABLE COSTS

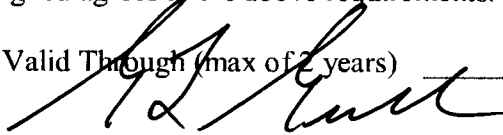
Unallowable uses of federal grant funds include:

- Body armor/protective vests
- Vehicles, vessels, and aircraft
- Construction
- Land acquisition
- Automatic and military grade weapons
- Victim compensation (direct payment)
- Food, beverages or other refreshments for meetings, conferences or training (prohibition does not include standard per diem when otherwise authorized)
- Consultant Fees (above a reasonable and consistent rate for similar services, and/or above \$650 for an eight-hour day—excluding travel and per diem)
- Losses arising from uncollected accounts
- Contributions to a contingency reserve
- Contributions or donations
- Entertainment
- Fines and penalties
- Interest and other financial costs

The undersigned agrees to the above requirements.

Certificate Valid Through (max of 2 years)

Signature:



Date:

12-18-20

Printed Name: Gerry Gemmill

Title: Chief Executive Officer

Agency: Spokane County

ATTACHMENT "J"
CERTIFICATION FORM

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three. If recipient completes Section A or C and sub-grants a single award over \$500,000, in addition, please complete Section D.

Recipient's Name: Spokane County	
Address: 1116 W. Broadway Ave, Spokane WA 99260	
Is agency a: <input type="checkbox"/> Direct or <input type="checkbox"/> Sub recipient of OJP, OVW or COPS funding? Law Enforcement Agency? <input type="checkbox"/> Yes <input type="checkbox"/> No	
DUNS Number: 010205078	Vendor Number (only if direct recipient)
Name and Title of Contact Person: Tim Hansen	
Telephone Number: 509-477-2122	E-Mail Address: tchansen@spokanecounty.org

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply.

- | | | |
|---|--|--|
| <input type="checkbox"/> Less than fifty employees. | <input type="checkbox"/> Indian Tribe | <input type="checkbox"/> Medical Institution. |
| <input type="checkbox"/> Nonprofit Organization | <input type="checkbox"/> Educational Institution | <input type="checkbox"/> Receiving a single award(s) less than \$25,000. |

I, _____ [responsible official], certify that _____ [recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R § 42.302. I further certify that _____ [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.
If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

Print or Type Name and Title	Signature	Date
------------------------------	-----------	------

Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient agency has fifty or more employees and is receiving a single award or, subaward, of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R § 42.305):

I, Tim Hansen [responsible official], certify that Spokane County [recipient], which has fifty or more employees and is receiving a single award of \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

Spokane County
[organization],
824 N. Adams St., Spokane WA 99260
[address].

Print or Type Name and Title	Signature	Date
------------------------------	-----------	------

Section C—Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award, or subaward, of \$500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.

I, _____ [responsible official], certify that _____ [recipient], which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____ [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D.

Print or Type Name and Title	Signature	Date
------------------------------	-----------	------

ATTACHMENT “K”

CCR REGISTRATION OF SUB-RECIPIENT DUNS NUMBERS

GRANTEE must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <http://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

GRANTEE also must comply with applicable restrictions on subawards (“subgrants”) to first-tier subrecipients (first-tier “subgrantees”), including restrictions on subawards to entities that do not acquire and provide (to GRANTEE) the unique entity identifier required for SAM registration.

The details of GRANTEE’s obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e. unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Failure to maintain a valid DUNS registry in the CCR system prohibits disbursement of federal funds to that agency, effective the date of the registrations lapse. Equally renewed registration clears this prohibition effective the date of the renewed registration.

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

02/08/2021

Date Rec'd

1/26/2021

Clerk's File #

OPR 2017-0197

Renews #**Submitting Dept**

ACCOUNTING

Cross Ref #**Contact Name/Phone**

JAKE HENSLEY X6074

Project #**Contact E-Mail**

JAHENSLEY@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #

MASTER

Agenda Item Name

5600-CONTRACT RENEWAL ARMORED CAR SERVICE

Agenda Wording

Contract with Loomis for armored car service expired 12-31-2020, with an option for 3 one-year renewals. This is to finalize the 3rd and final renewal period with Loomis from 1-1-2021 to 12-31-2021.

Summary (Background)

Executive Summary: * The City of Spokane's Loomis contract expired 12/31/2020. * The City issued an informal RFP for armored car services in November of 2016 with Loomis US being the apparent successful bidder. * In June of 2017, the City amended the contract to include services to the Parks Department and the Solid Waste Department. The original contract was a minor contract, and due to the increased costs of the amendment, it now exceeds the minor contract limits.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 54,000

various

Select \$

#

Select \$

#

Select \$

#

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

HUGHES, MICHELLE

Study Session\Other

Finance Committee 1-25-2021

Division Director

WALLACE, TONYA

Council Sponsor

Pending

Finance

BUSTOS, KIM

Distribution List**Legal**

ODLE, MARI

mhughes@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

jahensley@spokanecity.org

Additional Approvals

aduffey@spokanecity.org

Purchasing

ablain@spokanecity.org

Briefing Paper

FINANCE COMMITTEE

Division & Department:	Finance – Treasury																
Subject:	Loomis Term Extension Agreement																
Date:	1/25/21																
Contact (email & phone):	jahensley@spokanecity.org ; 625-6074 (Jake Hensley, Treasury Manager)																
City Council Sponsor:	Candace Mumm																
Executive Sponsor:	Tonya Wallace																
Committee(s) Impacted:	Finance Committee																
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative																
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)																	
Strategic Initiative:																	
Deadline:																	
Outcome: (deliverables, delivery duties, milestones to meet)	Finalize 1 year contract renewal period with Loomis																
Background/History:																	
<ul style="list-style-type: none"> Currently the City of Spokane's Loomis contract is expired as of 12/31/20. 																	
Executive Summary:																	
<ul style="list-style-type: none"> The City issued an informal RFP for armored car services in November of 2016 with Loomis US being the apparent successful bidder In June of 2017, the City amended the contract to include services to the Parks Department and the Solid Waste Department. The original contract was a minor contract and due to the increased costs of the amendment it now exceeds the minor contract limits. This is the 3rd of three allowed 1 year annual renewals and will be funded as follows: 																	
<table style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: left;">Department</th> <th style="text-align: right;">Estimated Cost</th> </tr> </thead> <tbody> <tr> <td>MySpokane</td> <td style="text-align: right;">7,500</td> </tr> <tr> <td>Parking</td> <td style="text-align: right;">5,000</td> </tr> <tr> <td>Parks Department</td> <td style="text-align: right;">20,000</td> </tr> <tr> <td>Municipal Court</td> <td style="text-align: right;">10,000</td> </tr> <tr> <td>SW Disposal</td> <td style="text-align: right;">6,500</td> </tr> <tr> <td>Police Records</td> <td style="text-align: right;">5,000</td> </tr> <tr> <td style="text-align: right;">Total</td> <td style="text-align: right; border-top: 1px solid black;">54,000</td> </tr> </tbody> </table>	Department	Estimated Cost	MySpokane	7,500	Parking	5,000	Parks Department	20,000	Municipal Court	10,000	SW Disposal	6,500	Police Records	5,000	Total	54,000	
Department	Estimated Cost																
MySpokane	7,500																
Parking	5,000																
Parks Department	20,000																
Municipal Court	10,000																
SW Disposal	6,500																
Police Records	5,000																
Total	54,000																
Budget Impact:																	
Approved in current year budget?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A																
Annual/Reoccurring expenditure?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A																
If new, specify funding source:																	
Other budget impacts: revenue generating																	
Operations Impact:																	
Consistent with current operations/policy?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A																
Requires change in current operations/policy?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A																
Specify changes required: n/a																	
Known challenges/barriers: n/a																	



AMENDMENT

Effective January 8, 2021 the parties hereto agree that the following paragraphs shall serve to amend the Agreement, dated January 1, 2017, by and between Loomis Armored US, LLC ("LOOMIS") and the City of Spokane ("CUSTOMER") (the "Agreement").

1. The parties agree to extend the term of the Agreement for one (1) additional year, ending on December 31, 2021.

All of the terms and conditions of the Agreement shall continue in full force and effect except as modified by the terms of this Amendment. Terms not defined herein shall be as defined in the Agreement. By executing this Amendment, the parties hereto ratify and confirm the terms of the Agreement, as modified by the terms of this Amendment. This Amendment may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument. All references in the Agreement in and/or to "this Agreement" and words of a like nature shall be deemed to refer to the Agreement, as amended and supplemented by this Amendment.

CUSTOMER DocuSigned by:

By Tonya Wallace
CBC812B631249E07
 Printed Name Tonya wallace
 Title Chief Financial officer
 Date 1/12/2021

LOOMIS DocuSigned by:

By Dan Schulberg
3AEF754A391D4F0...
 Printed Name Dan Schulberg
 Title Branch Manager
 Date 1/12/2021



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: 01/12/21

Type of expenditure: Goods ☐ Services ☒

Department: Finance - Treasury

Approving Supervisor: Tonya Wallace

Amount of Proposed Expenditure: \$54,000

Funding Source: Various Departments, see attached briefing paper

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

Why is this expenditure necessary now?

Reoccurring annual expenditure for armored truck services.

What are the impacts if expenses are deferred?

The previous extension is expired as of 12/31/20.

What alternative resources have been considered?

This is the 3rd of three allowed 1-year annual renewals.

Description of the goods or service and any additional information?

Armored transport provide for safe and secure transports of daily deposits to US Bank.

Person Submitting Form/Contact: Jake Hensley

FINANCE SIGNATURE:

Tonya Wallace

CITY ADMINISTRATOR SIGNATURE:

[Business Lookup](#)**License Information:**[New search](#) [Back to results](#)**Entity name:** LOOMIS, FARGO & CO.**Business name:** LOOMIS ARMORED US, LLC**Entity type:** [Limited Liability Company](#)**UBI #:** 578-078-890**Business ID:** 001**Location ID:** 0003**Location:** Active**Location address:** 806 E 2ND AVE
SPOKANE WA 99202-2248**Mailing address:** 2500 CITYWEST BLVD
STE 2300
HOUSTON TX 77042-9000**Excise tax and reseller permit status:** [Click here](#)**Secretary of State status:** [Click here](#)

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Spokane General Business	T12023658BUS			Active	Jul-31-2021	Oct-15-2012

Governing people	Title
ARTIZ, LARREA	
OTERO, PATRICK	

Registered Trade Names

Registered trade names	Status	First issued
LOOMIS	Active	May-23-2019



The Business Lookup information is updated nightly. Search date and time: 1/15/2021 1:16:03 PM

Contact us

How are we doing?

Take our survey!

Don't see what you expected?

Check if your browser is supported



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

02/08/2021

Date Rec'd

1/27/2021

Clerk's File #

OPR 2021-0080

Renews #**Submitting Dept**

SOLID WASTE DISPOSAL

Cross Ref #**Contact Name/Phone**

CHRIS AVERYT 625-6540

Project #**Contact E-Mail**

CAVERYT@SPOKANECITY.ORG

Bid #

PW ITB 5368-21

Agenda Item Type

Contract Item

Requisition #

RE 19733

Agenda Item Name

4490 CONTRACT FOR SERVICE OF BOILER FEED WATER PUMPS AT THE WTE

Agenda Wording

Contract with Sulzer Pump Services (Santa Fe Springs, CA) for the on and off-site service of the boiler feed water pumps at the Waste to Energy Facility from 3/15/21-3/15/22 with a cost not to exceed \$100,000.00 including tax.

Summary (Background)

The Waste to Energy Facility utilizes Sulzer Pumps in its operation of the facility to supply water to the boilers to be converted into high pressure steam. On December 31, 2020, bidding closed on PW ITB 5368-21 for on and off-site repairs of these pumps. Sulzer Pump Services, Inc. of Santa Fe Springs, CA, was the only response received. The initial contract will be for one (1) year with the possibility of four (4) additional one-year periods and will span from March 15, 2021 to March 14, 2022.

Lease? NO

Grant related? NO

Public Works? YES

Fiscal Impact**Budget Account**

Expense \$ 100,000.00

4490-44100-37148-54803-34002

Select \$

#

Select \$

#

Select \$

#

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

AVERYT, CHRIS

Study Session\Other

PIES 1/25/21

Division Director

SIMMONS, SCOTT M.

Council Sponsor

CP Beggs

Finance

ALBIN-MOORE, ANGELA

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Purchasing

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rrinderle@spokanecity.org

DocuSigner-abdul.hamidi@sulzer.com

jim.tombrink@sulzer.com

Briefing Paper

Public Safety and Community Health Committee

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	Contract for On-Site and Off-Site "As-Needed" Pump Repairs at the WTE
Date:	January 25, 2021
Contact (email & phone):	Chris Averyt, caveryt@spokanecity.org , 625-6540
City Council Sponsor:	Breean Beggs, City Council President
Executive Sponsor:	Scott Simmons, Public Works Director
Committee(s) Impacted:	Public Safety and Community Health Committee/Public Infrastructure, Environment and Sustainability Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Sustainable Resources: Maintaining our assets – Innovative Infrastructure: Managing our assets
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval of contract in order to maintain operation of the Waste to Energy Facility's many pumps, without which the Facility would not be able to operate.

Background/History

The Waste to Energy Facility utilizes Sulzer Pumps in its operation of the facility to supply water to the boilers to be converted into high pressure steam. On December 31, 2020, bidding closed on PW ITB 5368-21 for on and off-site repairs of these pumps. Sulzer Pump Services, Inc. of Santa Fe Springs, CA, was the only response received.

The initial contract will be for one (1) year with the possibility of four (4) additional one-year periods and will span from March 15, 2021 to March 14, 2022 with an annual cost not to exceed \$100,000.00 including tax.

Executive Summary:

- Contract Per PW ITB 5368-21 for on and off-site pump repairs and maintenance for the Waste to Energy Facility.
- Sulzer Pump Services, Inc. of Santa Fe Springs, CA, was the only response received.
- The contract awarded will be for one (1) year with the possibility of four (4) additional one-year periods from Mar. 15, 2021 through Mar. 14, 2022.
- The annual cost of the contract not to exceed \$100,000.00 including 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: 12/4/20

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 Waste to Energy Facility utilizes Sulzer Pumps in its operation of the facility to supply water to the boilers to be converted into high pressure steam. A qualified contractor will need to be available quickly in the event that any repairs or maintenance are needed.

What are the impacts if expenses are deferred?

If deferred, and repairs/maintenance are not done on these pumps, an unplanned outage could occur resulting in costly repairs and loss of electrical generation revenue.

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 a new bid for as-needed, off-site repair and maintenance of Sulzer Pumps for the Waste to Energy Facility. The resulting contract would run from 3/15/2021-3/14/2022. It is an annual reoccurring expenditure that was planned for in the 2021 budget.

Person Submitting Form/Contact: Michelle Dorgan X6555

FINANCE SIGNATURE:

DocuSigned by:

Tonya Wallace

CBC812B631244E9...

CITY ADMINISTRATOR SIGNATURE:

DocuSigned by:

Scott Simmons

E2AAB6F5A12B489...



City of Spokane

PUBLIC WORKS CONTRACT

Title: **ON-SITE AND OFF-SITE "AS NEEDED" SERVICE
OF SULZER BOILER FEED WATER PUMPS**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **SULZER PUMP SERVICES (US), INC.**, whose address is Los Angeles Service Center, 9856 Jordan Circle, Santa Fe Springs, California 90670 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 ON-SITE AND OFF-SITE "AS NEEDED" SERVICE OF SULZER BOILER FEED WATER PUMPS, selected via PW ITB 5368-21.
2. **CONTRACT DOCUMENTS.** The Contract Documents are this Contract, the Contractor's completed bid proposal form, Sulzer's Terms and Conditions, the contract provisions, contract plans, standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any). These contract documents are on file in the Solid Waste 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 March 15, 2021, and ends on March 14, 2022, unless amended by written agreement or terminated earlier under the provisions.
4. **TERMINATION.** Either party may terminate this Contract by ten (15) 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 various use, as needed Contract shall be a maximum amount not to exceed **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)**, excluding sales tax if applicable, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this under this various use, as needed 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.

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. RETAINAGE IN LIEU OF BOND. The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. In lieu of a one hundred percent (100%) payment/performance bond, in accord with RCW 39.08.010, the City shall retain ten percent (10%) of the contract sum for thirty (30) days after date of final acceptance or until receipt of required releases and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

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.

SULZER PUMP SERVICES (US), INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract:

Exhibit A - Scope of Work

Exhibit B – Certification Regarding Debarment

EXHIBIT B

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

<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)



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/23/2020

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

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

PRODUCER Aon Risk Services South, Inc. Charlotte NC Office 1111 Metropolitan Avenue, Suite 400 Charlotte NC 28204 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Sulzer Pump Services (US) Inc. 1255 Enclave Parkway Suite 300 Houston TX 77077 USA	INSURER A: XL Insurance America Inc	24554
	INSURER B: Travelers Property Cas Co of America	25674
	INSURER C: The Travelers Indemnity Co.	25658
	INSURER D:	
	INSURER E:	
	INSURER F:	

Holder Identifier :

COVERAGES**CERTIFICATE NUMBER:** 570082454281**REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			US00010299LT20A	07/01/2020	07/01/2021	EACH OCCURRENCE	\$5,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$5,000,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$5,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$5,000,000
	OTHER:							
B	AUTOMOBILE LIABILITY			TC2J-CAP-9D895220-20	07/01/2020	07/01/2021	COMBINED SINGLE LIMIT (Ea accident)	\$5,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB						EACH OCCURRENCE	
	EXCESS LIAB						AGGREGATE	
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION							
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB6N6649872051K AOS UB7N8514192051R AZ	07/01/2020 07/01/2020	07/01/2021 07/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT	\$5,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	\$5,000,000
							E.L. DISEASE-POLICY LIMIT	\$5,000,000

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

All parties required by the written contract with insured are included as Additional Insureds under General Liability as per ISO forms CG 20 10 04 13 and CG 20 37 04 13 to the extent required by the contract. Parties are also Additional Insureds under the Auto Liability to the extent required by the contract. If required by written contract, waiver of subrogation applies in accordance with the policy provisions of the General Liability, Auto Liability, and Workers Compensation policies. General Liability and Auto Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions.

CERTIFICATE HOLDER**CANCELLATION**

City of Spokane 2900 S. Geiger Blvd. Spokane WA 99224 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services South Inc.</i>

Certificate No : 570082454281

Dear customer,

Sulzer's Risk Management department in our corporate headquarters in Switzerland, in connection with our new insurance broker, AON, as of 1 July 2017 has restructured the insurance program with regard to the Umbrella/Excess Liability Coverage.

Previously, our insurance program maintained a limit of \$5M for General Liability, \$5M for Auto Liability, and \$5M for Employers Liability. The auto liability portion was made up of a \$1M primary policy and a \$4M excess policy for a total auto liability limit of \$5M.

As of 07/01/17, Sulzer still maintains a limit of \$5M for General Liability, \$5M for Auto Liability and \$5M for Employers Liability. However, the primary auto liability policy is now \$5M, eliminating the need for an excess liability policy.

The amount of insurance shown on the Certificate of Insurance is the same, except the full \$5M limit is satisfied with primary insurance. We believe that this will be beneficial to our customers.

We respectfully request that you accept the attached certificate of insurance as meeting the coverage limits required in the contract between our companies.

Please let me know if you have any questions.

Kind Regards,
Brittany Boston

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization that you are required in a written contract or written agreement to include as an additional insured provided the "Bodily Injury" or "Property Damage" occurs subsequent to the execution of the written contract or written agreement.	As required per written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization that you are required in a written contract or written agreement to include as an additional insured provided the "Bodily Injury" or "Property Damage" occurs subsequent to the execution of the written contract or written agreement.	As required per written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: SULZER US HOLDING, INC.

Endorsement Effective Date:

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: SULZER US HOLDING, INC.

Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

ONLY THOSE PERSONS OR ORGANIZATIONS FOR WHOM YOU ARE REQUIRED TO
WAIVE YOUR RIGHTS OF RECOVERY UNDER THE TERMS OF A WRITTEN
CONTRACT.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation Of Premises (Part Leased To You): All premises leased to the Insured
Name Of Person(s) Or Organization(s) (Additional Insured): All lessor of leased premises
Additional Premium: \$ Included
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization that you are required in a written contract or written agreement to include as an additional insured provided the "Bodily Injury" or "Property Damage" occurs subsequent to the execution of the written contract or written agreement.	As required per written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization that you are required in a written contract or written agreement to include as an additional insured provided the "Bodily Injury" or "Property Damage" occurs subsequent to the execution of the written contract or written agreement.	As required per written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – VENDORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s) (Vendor)	Your Products
Any person or organization that you are required in a written contract or written agreement to include as an additional insured provided the "Bodily Injury" or "Property Damage" occurs subsequent to the execution of the written contract or written agreement.	"your products"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) (referred to throughout this endorsement as vendor) shown in the Schedule, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule which are distributed or sold in the regular course of the vendor's business.

However:

1. The insurance afforded to such vendor only applies to the extent permitted by law; and
2. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

B. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

1. The insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) The exceptions contained in Sub-paragraphs d. or f.; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

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

C. With respect to the insurance afforded to these vendors, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the vendor is required by a contract or agreement, the most we will pay on behalf of the vendor is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED POLLUTION LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Limited Pollution Liability Extension Aggregate Limit	\$ <u>5,000,000</u>
Premium \$ <u>INCLUDED</u>	

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

I. Exclusion **f.** under Section **I** – Coverage **A** is replaced by the following:

2. Exclusions

This insurance does not apply to:

f. Pollution

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

(a) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(b) Which are or were at any time transported, handled, stored, treated, disposed of or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(c) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(d) At or from a storage tank or other container, ducts or piping which is below or partially below the surface of the ground or water or which, at any time, has been buried under the surface of the ground or water and then subsequently exposed by erosion, excavation or any other means if the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" arises at or from any premises, site or location:

(i) Which is or was at any time owned or occupied by, or rented or loaned to, any insured; or

(ii) Which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor.

Subparagraph (d) does not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement issued or made pursuant to any environmental protection or environmental liability statutes or regulations that any insured test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for those sums the insured becomes legally obligated to pay as damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

II. With respect to "bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

A. The "Each Occurrence Limit" shown in the Declarations does not apply.

B. Paragraph 7. of **Limits Of Insurance** (Section III) does not apply.

C. Paragraph 1. of **Section III – Limits Of Insurance** is replaced by the following:

1. The Limits Of Insurance shown in the Schedule of this endorsement, or in the Declarations and the rules below fix the most we will pay regardless of the number of:

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

D. The following are added to **Section III – Limits Of Insurance**:

8. Subject to 2. or 3. above, whichever applies, the Limited Pollution Liability Extension Aggregate Limit shown in the Schedule is the most we will pay for the sum of:

- a. Damages under Coverage A; and
- b. Medical expenses under Coverage C because of "bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants".

9. Subject to 8. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants".

ENDORSEMENT #010

This endorsement, effective 12:01 a.m., July 1, 2020 forms a part of Policy No. US00010299LI20A issued to SULZER US HOLDING INC. by XL Insurance America, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY INSURANCE CLAUSE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART

It is agreed that to the extent that insurance is afforded to any Additional Insured under this policy, this insurance shall apply as primary and not contributing with any insurance carried by such Additional Insured, as required by written contract.

All other terms and conditions of this policy remain unchanged.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT TO WAIVE ANY RIGHT OF RECOVERY WE MAY HAVE AGAINST THE PERSON OR ORGANIZATION, PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT, OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.

Bid Response Summary

Bid Number PW ITB 5368-21
Bid Title On-site and Off-site "as needed" service of Sulzer Boiler Feed Water Pumps
Due Date Thursday, December 31, 2020 9:00:00 AM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company jim.tombrink@sulzer.com
Submitted By jim.tombrink@sulzer.com jim.tombrink@sulzer.com - Friday, December 18, 2020 11:48:22 AM [(UTC-08:00) Pacific Time (US & Canada)]
Comments jim.tombrink@sulzer.com

Question Responses

Group	Reference Number	Question	Response
Default Item Group			
	#1	ADDENDA. Indicated how many Addenda Contractor acknowledges receipt of.	Five documents total
	#2	The Contractor agrees that its Bid will NOT be withdrawn for a minimum of one-hundred (100) calendar days after the stated submittal date.	I Acknowledge
	#3	The Contractor hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction. I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.	I Acknowledge
Bid Preparation and Evaluation			
	#1	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.	I Acknowledge
	#2	QUALIFICATION. Prior to the award of contract, the Contractor shall be required to submit evidence of sufficient facilities, equipment and experience and financial ability to insure completion of the Work, unless waived by the City.	I Acknowledge
	#3	AWARD OF CONTRACT. Award of contract, when made by the City, will be to the lowest responsive-responsible contractor. Unsuccessful firms will not automatically be notified of results .	I Acknowledge
	#4	PAYMENT. Payment will be made via direct deposit/ACH after receipt of Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify Contractor and reserve 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
	#5	REJECTION OF BID. 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
	#6	REGISTERED CONTRACTOR. The Contractor shall be a Washington State registered or licensed Contractor at time of Bid submittal.	I Acknowledge
	#7	PUBLIC WORK REQUIREMENTS. The scope of work ("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 State prevailing wages, securing of a payment/performance bond form a Surety, and sales tax implications in making their Bids. 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, by either of the following: 1) Received training on the requirements related to public works and prevailing wage under chapter RCW 39.04.350 and chapter 39.12; or 2) Be certified exempt by the Department of Labor and Industries by having completed three or more public work projects and have a had a valid business license in Washington for three or more years.	I Acknowledge
	#8	CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES. 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
	#9	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 business registration. The Vendor 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 Vendor 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.	I Acknowledge
	#10.	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
	#10.1	Download "Supplemental Bidder Responsibility Criteria Form With Work Experience Form" From The Bids Documents Tab, Complete And Upload Here	Supplemental Bidder Responsibility Criteria PW ITB 5368-21.pdf
	#11	PROPRIETARY INFORMATION/PUBLIC DISCLOSURE: All materials submitted to the City in response to this competitive procurement shall become the property of the City.	I Acknowledge
	#11.1	PROPRIETARY INFORMATION/PUBLIC DISCLOSURE: All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received or produced by a governmental entity are presumptively public records, and there are few exemptions. RCW Ch. 41.56.	I Acknowledge
	#11.2	PROPRIETARY INFORMATION/PUBLIC DISCLOSURE: When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as "PROPRIETARY INFORMATION." If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records.	I Acknowledge
	#12	All travel, lodging cost per https://www.gsa.gov/travel/plan-book/gsa-lodging , per diem per https://www.gsa.gov/travel/plan-book/per-diem-rates .	I Acknowledge
	#13	The City of Spokane does not pay markup on: Lodging, Airfare, and Rental Vehicles.	I Acknowledge

#14	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
Submission of Bids		
#1	Bid Responses shall be submitted electronically through the City of Spokane's bidding portal: https://spokane.procureware.com on or before the Due Date and time mentioned above. Hard, e-mailed or faxed copies and/or late bids shall not be accepted.	I Acknowledge
#2	The City of Spokane is not responsible for bids electronically submitted late. It is the responsibility of the Bidder to be sure the bids are electronically submitted sufficiently ahead of time to be received no later than 9:00 a.m. Pacific Local Time, on the bid opening date.	I Acknowledge
#3	All communication between the Bidder and the City upon receipt of this bid shall be via the "Clarification Tab" within ProcureWare. Any other communication will be considered unofficial and non-binding on the City of Spokane.	I Acknowledge
CONTRACTOR'S REPRESENTATION		
#1	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.	I Acknowledge
Bidder Information		
#1	Company Name	Sulzer Pump Services (US) Inc.
#2	Person's Name, Title, Email Address, and Phone Number Submitting Bid	Jim Tombrink Sales Engineer Jim.Tombrink@sulzer.com (406) 252-3000
#3	State Person, Phone, Email To Be Contacted By City Concerning Items Bid	Jim Tombrink (406) 252-3000 Jim.Tombrink@sulzer.com
Background and Purpose		
#1	The City of Spokane, through its Solid Waste Disposal Department (hereinafter "City") is initiating this Public Works Invitation To Bid to solicit Proposals from to provide On-site and Off-site "as needed" service of Sulzer Feed Water Pumps utilized by the WTEF: to include but not limited to three (3) MC50-220/11 BFW: Feedwater pump label plate info: Sulzer Bingham Boiler Feed Water Pump Serial: 1D547/548, 91352/2, 2C5420 Size: 2x4x9, Type: MSNC, Capacity: 282gpm, RPM: 3560, Head: 3020 ft, Thrust Bearing: 31311 J2, Radial Bearing: NU311.	I Acknowledge
#2	The WTEF utilizes two Babcock and Wilcox refuse fired boiler units each operating at 850 psig 825 F producing up to 114000 lbs/hr of steam per hour. The flue gas flows up from the furnace and thru a 33 pendant wide 20 tube deep super heater before entering a long flow generating bank. From the generator the flue gas flows thru a two unit Kentube horizontal tube economizer. Upon exiting the economizer the gas then flows down thru a seven story high spray dyer absorber before entering the fabric filter bag houses.	I Acknowledge
General Requirements		
#1	PERIOD OF PERFORMANCE: The period of performance of any contract resulting from this PW ITB is tentatively scheduled to begin on or about March 15, 2021 and to end on March 14, 2022.	I Acknowledge
#2	Contract renewals or extensions shall be initiated at the discretion of the City and subject to mutual agreement. The contract may be extended for four (4) additional one-year contract periods with the total contract period not to exceed five (5) years.	I Acknowledge
#3	On-Site Services shall fall under Public Works Requirements.	I Acknowledge
#4	PREVAILING WAGES - LOCAL AND STATE ASSISTED CONSTRUCTION. A. 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). B. 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: https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx . Based on the Bid submittal deadline for this Project, the applicable effective date for State prevailing wages for this Project is 12/31/2020. 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
#5	PREVAILING WAGES PRICE ADJUSTMENTS: Upon the effective date of revised prevailing wage adopted by the Department of Labor and Industries at the anniversary date of the contract, the City of Spokane shall adjust the prevailing wages (hourly wage rates and fringe benefits) bid by the Contractor or subsequently adjusted by the terms of this paragraph. In order to calculate the change in prevailing wages due to the Contractor, the Contractor shall provide 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 cost except for changes in prevailing wages. The revised prevailing wages shall be effective for any Work issued after the effective date of the revised prevailing wages. 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 change order. To the extent that the contract sum changes, a change order will be issued as appropriate	I Acknowledge
#6	FILING FEES. 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
#7	WASHINGTON STATE RETAIL SALES TAX.	Yes
#7.1	The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should not be included in respondent's pricing. All submissions shall be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.	I Acknowledge
#7.2	GENERAL CONSTRUCTION. Retail sales tax, when applicable, will be paid as a separate item, and shall not be included in the Bid price. Sales tax shall be added on the amounts due the Contractor and the Contractor shall be responsible for making payment to the State. The City reserves the right to claim any exemption authorized by law.	I Acknowledge

#8	PERFORMANCE BOND. Awarded 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..	I Acknowledge
#9	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. Do you request 10% retainage in lieu of Bond?	Yes
#10	RETAINAGE. Pursuant to chapter 60.28 RCW, the City will retain five percent (5%) (or ten percent (10%) at Contractor's request) from the monies earned by the Contractor. This Retainage shall be held as a trust fund for the protection and payment: (1) to the State of taxes and fees owed by the Contractor; and (2) of any person, mechanic, subcontractor or material man who performs any labor or furnishes any supplies toward the Work. Release of Retainage will be made at a minimum of forty five (45) days following final acceptance of the Work; provided the following conditions are met:	Acknowledge
#10.1	a. The City has received from the Contractor and each subcontractor a copy of the "Statement of Intent to Pay Prevailing Wages" and an "Affidavit of Wages Paid", approved by the State Department of Labor and Industries (L & I)	I Acknowledge
#10.2	b. On contracts greater than \$35,000, the City has received releases from the State Departments of Revenue (DOR), Labor & Industries and Employment Security.	I Acknowledge
#10.3	c. No claims, as provided by law, have been filed against the Retainage. In the event a claim is filed, the Contractor shall be paid a portion of the Retainage, which is less than the amount sufficient to pay the claim and potential legal costs.	I Acknowledge
#11	GUARANTY. The Contractor guarantees all work, labor and materials for one (1) year following final acceptance of the Work. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the Work in a satisfactory condition, and 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
#12	INSURANCE. During the term of the Contract, the Contractor shall maintain in force at its own expense, the below insurance coverage(s): 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 for bodily injury and property damage. It shall include premises and operations, independent contractors, products and completed operations, personal injury liability, and contractual liability coverage for the indemnity provided under the contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under the contract; i. Acceptable supplementary Umbrella insurance coverage, combined with the Contractor's General Liability insurance policy must be a minimum of \$1,500,000, in order to meet the insurance coverages required under this Contract; 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 d. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles. There shall be no cancellation, material change, reduction of limits or intent not to renew insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. The Contractor shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns the signed Contract. The certificate shall specify the City of Spokane as "additional insured", and all of the 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
#13	Bidder Acknowledges the Contractor would be responsible for completing Contractor Safety Orientation training materials provided by the City prior to any Contractor work on site.	I Acknowledge
#14	Bidder Acknowledges the Awarded Contractor would be responsible for complying Awarded vendor must comply with On Site Safety Training requirements prior to performing and services onsite. All personnel that are to perform on-site services at the WTE Facility must watch 10-minute video that can be accessed via: https://vimeo.com/194591363/b5e0552df3 and must read and complete Contractor On-Site Declaration in addition to watching video	I Acknowledge
#15	Contractor must abide by City of Spokane's Contractor Safety and Environmental Requirements (Policy 4490-2016-38-4) located in "Documents Tab".	I Acknowledge
#16	PERMITS. The Contractor shall be responsible for obtaining at its expense all related and necessary permits required by regulatory agencies.	I Acknowledge
Technical Requirements		
#1	The 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
#2	Intent of Specifications. The apparent silence or omission in the specifications as to any detail of the Work to be done or materials to be furnished means that the region's best general practice shall prevail, and that material and workmanship of the best quality shall be used. The specifications shall be interpreted on this basis .	I Acknowledge
#3	Service Description: Perform On-site and Off-site "as needed" service of Sulzer Feedwater Pumps utilized by the WTEF: to include but not limited to three (3) MC50-220/11 BFW: Feedwater pump label plate info: Sulzer Bingham Boiler Feed Water Pump Serial: 1D547/548, 91352/2, 2C5420 Size: 2x4x9, Type: MSNC, Capacity: 282gpm, RPM: 3560, Head: 3020 ft, Thrust Bearing: 31311 J2, Radial Bearing: NU311.	I Acknowledge
#4	On-site Requirements: WTE could choose from Contractor Performing On-site Services or Contractor Providing On-Site Supervision.	I Acknowledge
#4.1	It is estimated that on-site On-site Requirements would not exceed 40 hours during a 12-month contract period.	I Acknowledge

#4.2	Contractor Performing On-site Services: Contractor must be able to perform On-site services according to manufacturer's specifications to include but not limited to: Removal Boiler Feed Water Pump; Installation Boiler Feed Water Pump; Bearing Change; Mechanical Seal Change; Balance Drum and Liner Removal and Installation; Hydraulic Performance and Vibration Testing; Machining of Parts, Disassembly and Reassembly of the Pump. The Contractor shall provide all labor, supervision, materials, tooling, and equipment required to complete the services described herein according to manufacturer's specifications, unless other arrangements are agreed upon in specific work scope.	I Acknowledge
#4.3	Contractor Providing On-site Supervision: Should WTE decide to perform associated Labor, Contractor must provide On-site Supervision ensuring WTE performs services in according to manufacturer's specifications in regards to: Removal Boiler Feed Water Pump; Installation Boiler Feed Water Pump; Bearing Change; Removal Mechanical Seal Change; Balance Drum and Liner Removal and Installation; Hydraulic Performance and Vibration Testing. Contractor must also provide use of special laser tooling.	I Acknowledge
#4.4	Contractor will be on-site at WTEF within 48 hours after being notified by WTEF. WTEF will advise the Contractor at the time of notification if the Contractor would need to Perform On-site Services or if the Contractor would need to Provide On-Site Supervision.	I Acknowledge
#4.5	On-Site Services fall under Public Works Requirements.	I Acknowledge
#4.6	The Contractor must report to WTEF Control Room prior to performing any service	I Acknowledge
#5	Off-site services, vendor's repair facility, to include but not limited to the performance of the following services according to manufacturer's specifications: Any Machining of Parts, Disassembly and Reassembly of The Pump.	I Acknowledge
#5.1	It is estimated that Off-site Services would not exceed 20 hours during a 12-month contract period.	I Acknowledge
#6	Download "Bid Proposal PW ITB 5368-21" From The Bid Documents Tab, Complete And Upload Here	Bid Proposal PW ITB 5368-21.pdf
Contractor's Responsibility		
#1	Washington State Contractor's Registration Number	1001893
#2	U.B.I. Number	603447992
#3	Washington Employee Security Department Number	NA
#4	Washington Excise Tax Registration Number	465419277
#5	City of Spokane Business Registration Number	1001893
Subcontractors List		
#1	SUBCONTRACTORS. The Contractor shall not award any portion of the Work to any subcontractor without the City's prior approval. The Contractor shall be fully responsible to the City for the acts, errors and omissions of its subcontractors. No contractual relationship shall be created between any subcontractor and the City.	I Acknowledge
#2	Does Bidder intend on using subcontractors.	No
#3	If Bidder intends on using subcontractors, Download "Subcontractor List Form", From The Bid Documents Tab, Complete And Upload Here.	
#4	If Bidder intends on using subcontractors and does not complete and upload "Subcontractor List Form" Bidder will not be considered a responsible bidder.	I Acknowledge
ADDITIONAL DOCUMENTS BIDDER WOULD LIKE TO UPLOAD		
#1	Should Bidder Want To Upload Upload Any Additional Document(s) Please Do So Here. ***Please Note: Should Bidder Want To Add More Than One Document, ensure all documents are combined into a single document prior to uploading as bidder would only be able to upload one document here.	

BID PROPOSAL

PROJECT: PW ITB 5368-21

On-site and Off-site "as needed" service of Sulzer Boiler Feed Water Pumps

Pricing To Be Valid 3/15/2021 through 3/14/2022

BIDDER'S DECLARATION.

The undersigned bidder certifies that it has examined the site, read and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations. The bidder is advised that by signature of this bid proposal it has acknowledged all bid requirements and signed all certificates contained herein. All travel, lodging cost per <https://www.gsa.gov/travel/plan-book/gsa-lodging>, per diem per <https://www.gsa.gov/travel/plan-book/per-diem-rates>. The City of Spokane does not pay markup on: Lodging, Airfare, and Rental Vehicles.

BID OFFER.

The price(s) listed in this bid proposal is tendered as an offer to furnish all labor, supervision, materials, tooling, equipment required to complete the proposed project in strict accordance with the contract documents. The bidder proposes to do the project at the following price:

Bid Item:	Contractor Performing On-site Services
Removal Boiler Feed Water Pump; "all-inclusive firm fixed price" comprised of Mobilization and Demobilization, all labor, supervision, materials, tooling, and equipment required to complete the proposed project in strict accordance with the contract documents.	\$19,229.00
<i>The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should not be included in respondent's pricing. All submissions shall be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.</i>	
Installation Boiler Feed Water Pump; "all-inclusive firm fixed price" comprised of Mobilization and Demobilization, all labor, supervision, materials, tooling, and equipment required to complete the proposed project in strict accordance with the contract documents.	\$21,846.00
<i>The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should not be included in respondent's pricing. All submissions shall be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.</i>	
Bearing Change; "all-inclusive firm fixed price" comprised of Mobilization and Demobilization, all labor, supervision, materials, tooling, and equipment required to complete the proposed project in strict accordance with the contract documents.	\$11,355.50
<i>The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should not be included in respondent's pricing. All submissions shall be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.</i>	
Mechanical Seal Change; "all-inclusive firm fixed price" comprised of Mobilization and Demobilization, all labor, supervision, materials, tooling, and equipment required to complete the proposed project in strict accordance with the contract documents.	\$11,855.50
<i>The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should not be included in respondent's pricing. All submissions shall be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.</i>	

Balance Drum and Liner Removal and Installation; "all-inclusive firm fixed price" comprised of Mobilization and Demobilization, all labor, supervision, materials, tooling, and equipment required to complete the proposed project in strict accordance with the contract documents.	\$22,420.00
<i>The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should not be included in respondent's pricing. All submissions shall be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.</i>	
Hydraulic Performance and Vibration Testing; "all-inclusive firm fixed price" comprised of Mobilization and Demobilization, all labor, supervision, materials, tooling, equipment required to complete the proposed project in strict accordance with the contract documents.	\$10,275.00
<i>The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should not be included in respondent's pricing. All submissions shall be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.</i>	

Bid Item:	Contractor Providing On-Site Supervision
Supervision of Removal Boiler Feed Water Pump; "firm fixed price" includes Mobilization and Demobilization, all supervision, and use of special laser tooling.	\$6,370.00
<i>The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should not be included in respondent's pricing. All submissions shall be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.</i>	
Supervision of Installation Boiler Feed Water Pump; "firm fixed price" includes Mobilization and Demobilization, all supervision, and use of special laser tooling.	\$8,172.50
<i>The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should not be included in respondent's pricing. All submissions shall be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.</i>	
Supervision of Bearing Change; "firm fixed price" includes Mobilization and Demobilization, all supervision, all supervision, and use of special laser tooling.	\$6,370.00
<i>The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should not be included in respondent's pricing. All submissions shall be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.</i>	
Supervision of Removal Mechanical Seal Change "firm fixed price" includes Mobilization and Demobilization, all supervision, all supervision, and use of special laser tooling.	\$6,936.93
<i>The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should not be included in respondent's pricing. All submissions shall be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.</i>	
Supervision of Balance Drum and Liner Removal and Installation; "firm fixed price" includes Mobilization and Demobilization, all supervision, all supervision, and use of special laser tooling.	\$9,348.50
<i>The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should not be included in respondent's pricing. All submissions shall be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.</i>	
Supervision of Hydraulic Performance and Vibration Testing; "firm fixed price" includes Mobilization and Demobilization, all supervision, all supervision, and use of special laser tooling.	\$10,180.00

*The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. **Sales tax should not be included in respondent's pricing.** All submissions shall be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.*

In regards to other On-Site Services that were "not listed above" that may be required:			
Vendor To Define What Constitutes "Straight Time":	Monday-Friday (non-Holidays) for first 8 hours and Stand-by		
Vendor To Define What Constitutes "Overtime" :	Saturday & after standard 8 hours, less than 12 consecutive hours		
Vendor To Define What Constitutes "Double-Time":	Sunday, Holidays (US GOVT) and after 12 consecutive hours		
Vendor's Hourly Rates For On-Site Services	Description	Description	Description
Hourly Rates & Classifications	Straight Time	Overtime	Double Time
Onsite Supervisor	\$236.00	\$354.00	\$472.00
Onsite Mechanic	\$162.00	\$243.00	\$324.00
Travel	\$150.00	\$175.00	\$200.00
Standby	\$162.00	\$	\$
(other)_____	\$	\$	\$
(other)_____	\$	\$	\$
(other)_____	\$	\$	\$
Percentage Markup For Parts / Materials Above Cost		20%	\$

Off-Site Services At Vendor's Location		(Estimated 20 labor hours during a 12-month contract period)	
Vendor To Define What Constitutes "Straight Time":	Monday-Friday (non-Holidays) for first 8 hours and Stand-by		
Vendor To Define What Constitutes "Overtime"	Saturday & after standard 8 hours, less than 12 consecutive hours		
Vendor To Define What Constitutes "Double-Time"	Sunday, Holidays (US GOVT) and after 12 consecutive hours		
Hourly Rates & Classifications	Straight Time	Overtime	Double Time
Onsite Supervisor	\$236.00	\$354.00	\$472.00
Onsite Mechanic	\$162.00	\$243.00	\$324.00
(other)_____	\$	\$	\$
(other)_____	\$	\$	\$
(other)_____	\$	\$	\$
Percentage Markup For Parts / Materials Above Cost			20%
Applicable Use Tax Rate			8.9%
Ground Freight Cost Would Be Prepay and Add		Prepay & Add	
List Any Other Cost That Would Be Incurred For Off-Site Services			
			\$

	\$
	\$
	\$
	\$

ADDENDA.

The undersigned acknowledges receipt of addenda number(s) 0 and agrees that their requirements have been included in this bid proposal.

CONTRACTOR RESPONSIBILITY.

Washington State Contractor's Registration No. 1001893
(must be in effect at time of bid submittal)

U.B.I. Number 603447992

Washington Employment Security Department Number

Washington Excise Tax Registration Number 465419277

City of Spokane Business License Number 1001893

(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.)

As of July 1, 2019, Contractor has fulfilled training requirement or is exempt from
L & I's Public Works Training Requirement under RCW 39.04.350 and RCW 39.06.020.

(X YES) (____ NO)

For contracts up to \$150,000.00 including tax, the Contractor may request for ten percent (10%) retainage in lieu of bond.

(____ YES) (X NO)

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.

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

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

Firm Name: Sulzer Pump Services (US) Inc

Firm Address: 9856 Jordan Circle Santa Fe Springs, CA 90670

Signature: Abdul Hamidi

Title: Service Center Manager

Phone: 562-903-1000

Email Address: abdul.hamidi@sulzer.com

TERMS & CONDITIONS

GENERAL TERMS AND CONDITIONS OF SUPPLY SULZER PUMP SERVICE (US) INC.

These Terms and Conditions can be found on the Internet under www.sulzer.com.

1. Definitions

- in case the Contract documents are signed by both Parties, the date of the latest signing.
- 1.1 "Applicable Export Laws" means any export control regulations and/or laws in force at the time of export in the Supplier's country of export and/or, in the case of re-export, in force at the time of re-export in the country of origin of the particular re-exported Export Item.
 - 1.2 "Change" means a change in the design, drawings, specifications, shipping instructions, shipment schedules or any other documents forming part of the Contract, including any additions, substitutions or omissions to the Scope of Supply.
 - 1.3 "Change Order" means the documents issued by authorized representatives of Purchaser and Supplier in common agreement after a Change has been requested by Purchaser or Supplier, and which document rules the modification of the Contract with respect to the Contract Price, specifications, shipment schedule, warranty, delivery time, etc.
 - 1.4 "Confidential Information" means proprietary or confidential data including pricing, terms, documents, specifications, plans or drawings that are not generally known to the public.
 - 1.5 "Contract" means the Terms and Conditions contained herein, together with (i) such additional terms as are stated within Supplier's written Quotation, (ii) such specifications, drawings or other documents as are incorporated by reference within Supplier's Quotation, (iii) any documents related to a Change Order and (iv) the Purchase Order to the extent approved in writing by Supplier.
 - 1.6 "Contract Price" means the total sum indicated in the Purchase Order or as modified in accordance with these Terms and Conditions. For Services carried out on a time basis, the Contract Price shall be determined in accordance with the hourly rates specified in the Purchase Order.
 - 1.7 "Day(s)" means calendar day(s) unless the term "working day(s)" is used.
 - 1.8 "Delivery Date" means the date or dates agreed between the Parties with regard to the performance of the Scope of Supply in the Contract or as modified in accordance with these Terms and Conditions.
 - 1.9 "Disclosing Party" means the Party disclosing Confidential Information to the other Party.
 - 1.10 "Effective Date" means the date when the Purchase Order has been accepted by the Supplier in writing or,
 - 1.11 "End-User" means the ultimate user and/or the ultimate owner of the Scope of Supply.
 - 1.12 "Export Item" means any goods or services, including but not limited to, commodities, software or technology provided by Supplier that is required to be exported or re-exported under the Contract.
 - 1.13 "Incoterms" means the version in force on the Effective Date of the document published under the name "Incoterms" by the International Chamber of Commerce.
 - 1.14 "Liquidated Damages" means an expressly stated amount in the Contract to be paid by Supplier as compensation for estimated damage that Purchaser may incur in the event of breach of Contract such as failure to meet delivery dates or performance guarantees. Such expressly stated amount is agreed by the Parties to be a pre-estimate of such damages and is not to be considered a penalty.
 - 1.15 "Party" means Purchaser or Supplier; "Parties" means Purchaser and Supplier.
 - 1.16 "Purchase Order" means the order documents issued by Purchaser for the order of the Scope of Supply in the version confirmed by Supplier in writing.
 - 1.17 "Purchaser" means the Party defined as the Purchaser in the Purchase Order or, if such definition is missing, the Party issuing the Purchase Order.
 - 1.18 "Quotation" means Supplier's written proposal for the delivery of the Scope of Supply.
 - 1.19 "Receiving Party" means the Party receiving Confidential Information of the other Party.
 - 1.20 "Sanctions" means any trade or economic sanctions (e.g. embargoes, etc.) in force at the time of export in the Supplier's country of export and/or, in the case of re-export, in force at the time of re-export in the country of origin of the particular re-exported Item.
 - 1.21 "Scope of Supply" means the Goods and/or Services to be delivered or performed under the Contract.
 - 1.22 "Services" means site services such as erection and commissioning, repairs and maintenance work.
 - 1.23 "Supplier" means the Sulzer Pumps company which accepted the Purchase Order.

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1.24 "Terms and Conditions" means these Sulzer Pumps General Terms and Conditions of Supply.

1.25 "Warranty Period" means the time period stipulated in Clause 9.2 hereof.

2. General

2.1 The Contract supersedes all previous negotiations, representations and/or contractual commitments between the Parties. Supplier hereby gives notice of its objection to and rejection of any different or additional terms, and Purchaser agrees that the terms contained in the Contract shall apply and govern to the exclusion of all others. The Parties agree that the Terms and Conditions shall be construed as if jointly drafted by the Parties and no presumption or burden of proof will arise favoring or disfavoring either Party by virtue of authorship of any of the provision of these Terms and Conditions.

An offer by Supplier in its Quotation that does not stipulate an expiration date shall not be binding unless otherwise stated in the Quotation. In this case, the Contract shall be deemed to have been entered into upon written acknowledgment of the Purchase Order by an authorized representative of Supplier, which may not be modified except in a Change Order.

2.2 In case of an inconsistency between the said documents within the Contract, the following order of priority shall apply:

- a. Documents related to Change Orders mutually agreed upon by both Parties, latest date priority, and to be clearly identified as "Change Order" to the Contract
- b. Purchase Order (version confirmed by Supplier in writing) as defined in Clause 1.16 and all documents incorporated therein by reference
- c. Supplier's Quotation and all documents incorporated therein by reference
- d. These Terms and Conditions, including Attachment 1 hereto if Services are required to be performed by Supplier
- e. Purchaser's specifications and
- f. Purchaser's terms and conditions.

2.3 The Incoterms version current at the Effective Date of the Contract shall apply. If no specific Incoterms' concept has been stated in the Contract or subsequently agreed by both Parties, delivery will be made (i) ex works (Supplier's or Supplier's sub-supplier's works) for domestic deliveries (delivery within the country in which the Scope of Supply is performed), or (ii) it will be made FCA (free carrier, Supplier's or sub-supplier's works) for international transactions. Irrespective of the delivery term, for purpose of determining compliance with the Delivery Date, the delivery shall be deemed to have been made on the date the Supplier notifies the Purchaser that the Scope of Supply is ready for shipment.

3. Delivery

3.1 Supplier shall make commercially reasonable efforts to deliver the Scope of Supply on the Delivery Date.

3.2 In no event shall any period of time specified to calculate the Delivery Date commence earlier than the latest of the below dates:

- a. Effective Date or
- b. Date which is five (5) Days after receipt of Letter of Credit or advance payment from Purchaser, if such Letter of Credit or advance payment is required in the Contract or
- c. Date of receipt of approval of engineering submittals by Supplier.

3.3 The Delivery Date shall be amended if any delay is due to one or more of the following: (i) Force Majeure, (ii) Changes, (iii) Purchaser's failure to fulfill any obligation under the Contract, (iv) delay caused by End-User or any party engaged by Purchaser, (v) delay in obtaining export license, (vi) Purchaser's delay in delivery of any documentation or approvals to Supplier and (vii) delays caused by a sub-supplier where the sub-supplier was designated by Purchaser or End User.

3.4 In any event Supplier shall have no responsibility for any delay caused by a sub-supplier where such sub-supplier has been designated by Purchaser or End-User.

3.5 Except in the case of Force Majeure, Purchaser shall reimburse Supplier for costs of extra transportation, storage and/or administration fees incurred as a result of any delay resulting from reasons not attributable to Supplier.

3.6 In the event Supplier fails to meet the Delivery Date for more than two (2) calendar weeks (grace period) due to reasons for which Supplier or its sub-suppliers are directly responsible, and provided that the Purchase Order expressly provides Liquidated Damages for such failure, Purchaser shall be entitled to require Supplier to pay Liquidated Damages at the rate stated in the Purchase Order.

4. Force Majeure

4.1 Supplier shall not be liable for any non-performance, loss, damage, or delay due to war, riots, fire, flood, strikes or labor difficulty, governmental acts such as, but not limited to, trade restrictions including embargoes, acts of God, acts of the Purchaser, its customer or the End-User, delays in transportation, inability to obtain necessary labor or materials from usual sources, or other causes beyond the reasonable control of Supplier. In the event of delay in performance due to any such cause, the Delivery Date or time for completion of the Services will be extended to reflect the length of time lost by reason of such delay. Payment obligations shall not be affected by force majeure events. If the grounds for force majeure continue for more than six (6) months, either Supplier or Purchaser may terminate the Contract upon seven (7) Days written notice to the other Party.

4.2 Supplier shall be entitled to be compensated for the extra costs caused by the interruption, or, in case of termination, for the work done prior to termination, and the expenses for non-cancelable procurements.

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Purchaser shall be entitled to receive the work for which it has paid.

5. Transfer of Title and Risk

5.1 Unless otherwise required by the applicable compulsory law, title to the Scope of Supply shall be transferred to Purchaser after Supplier has received payment in full of the Contract Price.

5.2 Risk of loss or damage to the Scope of Supply shall pass to Purchaser from the Supplier upon delivery according to applicable Incoterms.

6. Price and Payment

6.1 Supplier is entitled to receive payment of the Contract Price on the dates determined in the Purchase Order or a respective Change Order, if any. For work carried out on a time basis, the prices shall be determined in accordance with Supplier's hourly rates as specified in the Purchase Order. The Contract Price and any part thereof are exclusive of sales, excise duties, VAT, sales taxes or similar taxes and duties.

6.2 All payments shall be made net, without any deductions, within thirty (30) Days after date of invoice. Payment terms shall be as specified in the Purchase Order or any respective Change Order or, if not included therein, as specified in the Quotation.

6.3 If the Purchaser does not comply with the agreed dates of payment, Purchaser shall be liable, without reminder, for interest with effect from the agreed date on which payment was due, at a rate of not more than 12% per year, depending on the normal interest conditions at the Purchaser's domicile, but not less than five percentage points (5%) above the three months' LIBOR (London Interbank Offered Rate) applicable at the due date of the delayed payment.

6.4 In case of late payment, Supplier may, after having notified the Purchaser in writing, suspend its performance of the Scope of Supply until the open and due invoices have been paid.

6.5 If Purchaser and Supplier agreed on issuing a Letter of Credit by Purchaser in favor of Supplier, such Letter of Credit shall be irrevocable, extendable and confirmed by a bank nominated by the Supplier; if no nomination is provided, then by a first class bank in the Supplier's country of domicile. Payments under such Letter of Credit shall be made on sight against presentation by Supplier of invoice together with bill of lading, airway bill or warehouse receipt, as applicable, or whatever documents as have been agreed upon between the Parties.

6.6 If the cost to the Supplier of performing its obligations under the Contract shall be increased after the date of Quotation by reason of the making of any amendment of any law, order, regulation or by-law having the force of law, the amount of such increase shall be added to the Contract Price.

6.7 Both Parties shall be entitled to set-off due amounts in accordance with the applicable law, provided however, that the party effecting a set-off shall provide prior written notification detailing the reason for the set-off to the other Party.

7. Inspection, Acceptance

7.1 The Scope of Supply shall be subject to Purchaser's final inspection upon receipt at the delivery site. Claims for damage, shortage, errors in shipping or rejection of the Scope of Supply, or portion thereof, must be made by Purchaser in writing within fourteen (14) Days following the date of receipt at the delivery site, or such other time period as agreed in the Purchase Order or provided by applicable law, or such claims are waived and the Scope of Supply is deemed to be irrevocably accepted by Purchaser. Purchaser's sole remedy for such claims is repair or replacement of the Scope of Supply by Supplier. After the expiration of the aforesaid fourteen (14) Day period, all claims for defects shall be remedied in accordance with Clause 9, Warranty herein.

7.2 Services shall be accepted or rejected upon completion of such Services.

7.3 Unless otherwise agreed in the Purchase Order, costs related to inspections or tests of the goods shall be borne by the Purchaser.

8. Changes

8.1 Purchaser and Supplier may request, in writing, Changes as defined in Clause 1.3 hereof. As promptly as practicable after receipt of a request for a Change by Supplier, Supplier will advise Purchaser what amendments to the Contract, if any, may be necessitated by such requested Changes.

8.2 The Parties shall agree on a fair and equitable adjustment of such amendments to the Contract at their earliest convenience. In case such agreement should not be possible within fifteen (15) Days after a Change has been requested by one of the Parties, Supplier shall be entitled to continue with the delivery of the Scope of Supply without the requested Change.

9. Warranty

9.1 Supplier warrants that:

- a. the Scope of Supply will be of the kind and quality as described in the Contract and
- b. will be free of defects in workmanship and material and
- c. will be free of defects in design, provided however that Supplier shall not be responsible for the design of the Scope of Supply (including but not limited to the selection of the materials) to the extent that the design and/or the selection of the materials has been undertaken or provided by Purchaser, End-User, or a third party not being a sub-supplier appointed by Supplier.

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9.2 Except in cases where the Scope of Supply is limited to Services only, the Warranty Period shall end on the earliest of the below dates:

- a. after twelve (12) months from the initial operation of the Scope of Supply or
- b. after eighteen (18) months from delivery of the Scope of Supply or
- c. in the event that delivery is delayed or impeded for reasons beyond Supplier's control, after eighteen (18) months from the date of Supplier's notification that the Scope of Supply is ready for dispatch.

Where the Scope of Supply is limited to Services only, the Warranty Period shall commence on completion of such Services and shall terminate on the end of the twelfth (12) month thereafter.

9.3 If, during the Warranty Period, the Scope of Supply fails to meet the requirements set out in this Clause 9.1, then Purchaser shall give written notification to Supplier stating the reasons therefor. Within seven (7) Days (or such longer period that is reasonable under the circumstances) of receipt of Purchaser's notification, Supplier shall commence the repair, modification or replacement of the defective part. Purchaser shall make the Scope of Supply, or the defective part thereof, available for correction. Supplier shall be liable for Supplier's own costs incurred as a result of such action only. ~~In no event shall Supplier be responsible for the cost of providing access to the Scope of Supply, or costs of disassembly, removal or re-installation of any items.~~

9.4 In the event that Supplier undertakes any repair or replacement of any part of the Scope of Supply in accordance with its obligations under Clause 9.3 then the Warranty Period of such repaired or replaced part shall commence on the date of completion thereof and shall continue for a period of six (6) months or until the end of the Warranty Period established in Clause 9.2, whichever is the later. In any event such extended warranty period shall not exceed six (6) months after the end of the Warranty Period.

9.5 The warranties contained herein shall not apply and shall terminate immediately if the faults or defects referred to herein cannot be proved to be a result of Supplier's failure under this Clause 9. Such exclusions from warranty shall include (but not be limited to) the incorrect use, faulty installation, start-up or failure to observe operating instructions, failure to carry out proper maintenance, modifications or repairs by Purchaser, End-User or third parties other than Supplier, normal wear and tear, incorrect or negligent handling, erosion or corrosion, unsuitable service products or replacement materials, unsuitable foundations, conditions more severe than those specified or deficiencies resulting from other reasons beyond Supplier's control. Warranties shall also terminate immediately if Purchaser or End-User, in case of a defect, does not immediately take all appropriate steps to mitigate damages and notify Supplier as stated herein.

9.6 Correction of nonconformities in the manner and for the period of time provided within this Clause 9 shall constitute fulfillment of all liabilities of Supplier to

Purchaser (which liabilities shall be subject to the limitations of liability contained elsewhere in the Contract, including without limitation, Clause 21), whether based on contract, negligence or otherwise, with respect to Scope of Supply including any Services performed. Supplier makes no other warranty, guarantee or representation in respect of the Scope of Supply including any Services performed other than as specified in this Clause 9. **ALL OTHER WARRANTIES, CONDITIONS AND REPRESENTATIONS, EXPRESSED OR IMPLIED BY STATUTE, COMMON LAW OR OTHERWISE, IN RELATION TO THE SUPPLY OF THE SCOPE OF SUPPLY (INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) ARE EXCLUDED TO THE EXTENT PERMITTED BY LAW.**

10. Performance Guarantee

10.1 Unless certain requirements have explicitly been specified and accepted by Supplier in a written Contract document, Supplier shall not provide performance guarantees.

10.2 If a performance guarantee has been agreed upon, it shall be fulfilled if the agreed requirements have been reached in a performance test executed in the Supplier's or its sub-supplier's factory.

11. Intellectual Property

11.1 Purchaser confirms that Purchaser is fully authorized to use or grant permission to use the technical documentation provided to Supplier for the performance of the Scope of Supply by Supplier or its sub-suppliers, respectively. In case Purchaser would not be authorized to order said performance from Supplier without violation of intellectual property rights of third parties, Purchaser shall inform Supplier without any delay. In this case, Supplier shall stop the work until the approvals needed for the performance have been obtained. Supplier shall not use technical documentation received from Purchaser for any purpose other than to fulfill the Contract.

11.2 Any know-how, inventions, patents, copyrights or the like belonging to or provided by Supplier and used for or developed in the course of the fulfillment of the Contract by Supplier shall remain Supplier's property, and no ownership shall be transferred to Purchaser, Purchaser's customer or End-User with respect to such know-how, inventions, patents and copyrights, independent of the hardware on which such know-how, inventions, patents or copyrights is made available (machinery, paper, electronic medium, etc.). However, End-User shall be granted a limited right to use such know-how, invention, patents, copyright or the like for the operation, maintenance and repair of the Scope of Supply on a non-exclusive basis, which right shall not include the use of the said intellectual property for the reproduction of the Scope of Supply or parts thereof.

11.3 Supplier shall make its best endeavors to ensure that the Scope of Supply and any part thereof, in the particular form designed and sold by Supplier, shall not

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infringe any intellectual property rights of third parties. In the event of any infringement of intellectual property rights relating to the said Scope of Supply, Supplier may, in its sole discretion, procure the right to use the Scope of Supply without impairing its suitability, or modify or replace it so that it is rendered non-infringing. The obligations of Supplier set forth herein are contingent upon (i) Supplier receiving prompt written notice from Purchaser of such infringement; (ii) Supplier receiving assistance from Purchaser in the defense and (iii) the right of Supplier to settle or defend.

11.4 The obligation of Supplier stipulated in Clause 11.3 shall not apply to (i) the Scope of Supply or part thereof which has been manufactured according to Purchaser's design, (ii) services performed using Purchaser's documentation, (iii) the use of the Scope of Supply or any part thereof in conjunction with any other product in a combination not furnished by Supplier as part of the Scope of Supply or (iv) products fabricated by using the Scope of Supply. As to any such equipment, service, product, part or use in such combination, Supplier assumes no liability whatsoever for infringement of intellectual property rights of third parties, and Purchaser shall indemnify Supplier against any respective infringement claims. Supplier shall cooperate with Purchaser in the same manner as required by Supplier under 11.3(i) to (iii) herein above.

11.5 Supplier's copyrighted material shall not be copied by Purchaser except for archiving purposes or to replace a defective copy. Purchaser's copyrighted material shall not be copied by Supplier except for archiving purposes or to replace a defective copy.

12. Termination for Cause

12.1 Purchaser shall have the right to terminate the Contract (or any portion thereof) for cause in the event that Supplier:

- a. becomes insolvent, makes an assignment for the benefit of its creditors, has a receiver or trustee appointed for the benefit of its creditors, or files for protection from creditors under any bankruptcy or insolvency laws; or
- b. substantially breaches and fails to comply with or perform its material obligations hereunder (but only with respect to a material obligation for which the Contract does not provide exclusive remedies), provided that Purchaser shall first have provided Supplier with written notice of the nature of such breach and of Purchaser's intention to terminate the Contract as a result of such breach, and Supplier shall have failed, within three weeks after receipt of such notice (or such extended period as is considered reasonable and agreed by the Parties), to either (i) commence to cure such breach and diligently thereafter to pursue such cure, or (ii) provide reasonable evidence that no such breach has occurred.

12.2 If Purchaser terminates the Contract under Clause 12.1 hereof, or any portion thereof, as provided in this Clause 12, Purchaser shall pay to Supplier that portion of the Contract price allocable to the Scope of Supply

completed and accepted by Purchaser. If the Parties cannot agree on the value for such portion of Scope of Supply so terminated, a neutral expert to be determined by both Parties shall fix the price, and this price shall be accepted by both Parties. For the determination of the price, Supplier's cost related to the partial Scope of Supply and the value said partial Scope of Supply has for the Purchaser shall be taken into consideration on a fair and true basis. In case Purchaser does not accept any part of the Scope of Supply, Purchaser shall, at Supplier's costs, return any tangible and intangible goods already delivered to Supplier, and Supplier shall reimburse the purchase price received. Supplier shall not owe any further payments.

12.3 Supplier shall have the right to terminate the Contract (or any portion thereof) for cause in the event that Purchaser:

- c. becomes insolvent, makes an assignment for the benefit of its creditors, has a receiver or trustee appointed for the benefit of its creditors, or files for protection from creditors under any bankruptcy or insolvency laws; or
- d. fails to comply with any material terms of the Contract, including but not limited to, failure to make any payment when due or to fulfill any payment conditions.

12.4 If Supplier terminates the Contract, or any portions thereof under Clause 12.3 hereof, Supplier shall be paid for all Scope of Supply completed or partially completed prior to the date of termination, plus extra costs and other damages incurred by the termination, including but not limited to cancellation costs under subcontracts and/or expenses for non-cancelable procurement.

13. Termination for Convenience

13.1 Purchaser shall have the right to terminate the Contract upon fifteen (15) Days' prior written notice to Supplier, and Supplier shall stop its performance upon the receipt of such notice except as otherwise agreed with Purchaser. If Purchaser terminates the Contract for convenience, it shall pay Supplier:

- a. the agreed unit price for Scope of Supply completed and delivered, plus
- b. additional material and labor costs incurred, and for engineering services supplied by Supplier with respect to the canceled items, which shall be charged to Purchaser at Supplier's rates in effect at the time of cancellation, but which shall not exceed the Contract Price for such items, plus
- c. six percent (6%) of the costs and expenses referred to in (b) above in lieu of profit, plus
- d. such other costs and expenses, including cancellation charges under subcontracts, storage costs, etc., as Supplier may incur in connection with such cancellation or termination or
- e. in the event a cancellation schedule is included as part of the Contract, the amount specified on such cancellation schedule.

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14. Suspension

14.1 If Purchaser decides to suspend the Contract, Supplier shall be entitled to be compensated for any proven costs caused by the suspension. If the suspension lasts for more than two (2) months, the Contract shall be deemed to be terminated for convenience in accordance with Clause 13.

14.2 In case of suspension according to Clause 14.1 or Clause 6.4, Supplier shall resume work upon written instruction from Purchaser, receipt of payments due and owing by Purchaser under the Contract, and written agreement between the Parties of Changes as may be requested, as soon as the required workshop capacity is available.

15. Confidentiality

15.1 In connection with the Contract, Supplier and Purchaser (as to information disclosed, the Disclosing Party) may each provide the other Party (as to information received, the Receiving Party) with Confidential Information. Confidential Information shall not include information which (i) is or becomes generally available to the public other than as a result of disclosure by the Receiving Party, its representatives or its affiliates, or (ii) is or becomes available to the Receiving Party or its representatives or affiliates on a non-confidential basis from a source other than the Disclosing Party when such source is not, to the best of the Receiving Party's knowledge, subject to a confidentiality obligation to the Disclosing Party, or (iii) has been or is subsequently independently developed by the Receiving Party, its representatives or affiliates, without reference to the Confidential Information, or (iv) is required to be disclosed by order of a competent court or government agency.

15.2 The Receiving Party agrees, except as otherwise required by law, (i) to use the Confidential Information only in connection with the performance of the Contract or installation, operation, maintenance and use of the Scope of Supply sold hereunder, and (ii) to take reasonable measures to prevent disclosure of the Confidential Information, except to its employees for the purpose of performance of the Contract, or installation, operation, maintenance or use of the Scope of Supply sold hereunder. Further, if disclosure of Confidential Information to a third party is required, the Receiving Party agrees to use its best efforts to require proprietary or confidential treatment of the information by such third party.

16. Export Control

16.1 Supplier shall export and/or re-export any Export Item in accordance with all Applicable Export Laws.

16.2 Purchaser expressly acknowledges and agrees that it will NOT:

- a. divert, use, export or re-export any Export Items contrary to any Applicable Export Laws and/or

- b. export, re-export, or provide any Export Items to any entity or person within any country that is subject to any Sanctions and/or

- c. export, re-export, or provide any Export Item to entities and persons that are ineligible under Applicable Export Laws.

16.3 Export License: If an export license is required, upon receipt of the Purchase Order, Supplier shall prepare an application on Purchaser's behalf and submit it to the appropriate authorities. As to any export license, Purchaser shall advise Supplier of the validity, number, date of issue and expiration date. Supplier's performance hereunder shall be subject to Supplier's prior receipt of evidence satisfactory to Supplier that an appropriate export license has been granted. Purchaser assumes all responsibility for reimbursing Supplier for all expenses incurred by Supplier with respect to any export license.

17. Indemnity

17.1 **BOTH PARTIES SHALL INDEMNIFY AND HOLD HARM-LESS THE OTHER PARTY OF DAMAGE TO THIRD PARTY TANGIBLE PROPERTY, OR FOR BODILY INJURY (INCLUDING DEATH), OR BOTH, ARISING OUT OF THE PERFORMANCE OF THE CONTRACT TO THE EXTENT THAT SUCH DAMAGE OR INJURY IS ATTRIBUTABLE TO THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFYING PARTY. ANY CLAIM OF CONTRIBUTION OR INDEMNITY BETWEEN SUPPLIER AND PURCHASER SHALL BE RESOLVED ON THE BASIS OF EACH PARTY'S PERCENTAGE OF NEGLIGENCE, AFTER RESOLUTION OF THE THIRD PARTY CLAIM ON WHICH SUCH LIABILITY IS BASED.**

18. Insurance

18.1 Supplier shall effect and/or maintain the following insurance:

- a. General and products liability insurance covering its legal liability for bodily injury and damage to third party physical property (including Purchaser's property other than the Scope of Supply), arising out of performance of this Contract. The limit of insurance shall be one million US dollars (\$ 1,000,000.00) per occurrence and two million US dollars (\$ 2,000,000.00) in the aggregate.
- b. Transport insurance in accordance with any agreed trade term, which shall be construed in accordance with the most current version of Incoterms.
- c. For all its employees engaged in performing this Contract occupational accident and disease insurance (i.e. workers compensation or similar social insurance) in accordance with the law which may apply to those employees.
- d. Automobile liability insurance in accordance with local laws or custom to the extent that Supplier's employees use owned, non-owned or rented automobiles whilst performing Services at Purchaser's site.

18.2 Whenever required by Purchaser and procurable from the respective insurance carrier/broker, Supplier shall

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furnish confirmation of any insurance which Supplier is required to effect and/or maintain under this Contract, provided that such policies shall not be primary with respect to Purchaser's, its customer's or End User's insurance policies and shall not grant waiver of subrogation to Purchaser, its customer or End User or name such parties as additional insured or co-insured party.

19. Applicable Law / Dispute Resolution

19.1 Applicable Law

The Contract is construed and shall be interpreted in accordance with the laws of the State of Texas, U.S.A. excluding its law on the conflict or choice of laws.

19.2 Dispute Resolution, Jurisdiction

Any and all disputes arising under or relating to this Contract, including any claims created by statutory law, are referred to in this paragraph as a "Dispute." Should a Dispute arise, the parties shall first seek to resolve it by informal mediation. Mediation shall be initiated by one party sending a written request for mediation, together with a description of the Dispute, to the other, and shall proceed in any manner in which the parties may agree. Any Dispute not resolved by mediation within 45 Days after written notice of the request for mediation shall be resolved in accordance with a.) or b.) below, as applicable.

- a. Any Dispute involving a Purchaser that is not incorporated, or does not have its principal offices in the U.S.A., shall be determined by arbitration administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules. The number of arbitrators shall be one (1) unless the amount in dispute exceeds the equivalent of one million U.S.A. dollars (\$1,000,000), in which event it shall be three (3). When three (3) arbitrators are involved, each Party shall have the right to nominate an arbitrator, and the chairman shall be appointed by the two arbitrators. The seat, or legal place, of arbitration shall be Houston, Texas. The arbitration shall be conducted in the English language. No punitive damages may be awarded. The decision of the arbitrator(s) shall be final and binding upon the Parties, and, to the extent permitted under the applicable law, neither Party shall seek recourse to a law court or other authorities to appeal for revisions of such decision.
- b. Any Dispute not involving a Purchaser that is not incorporated, or that does not have its principal offices, in the U.S.A., shall be brought in an appropriate court in Waller County, Texas and the Parties hereto consent to the exclusive jurisdiction of such court in respect of all such claims. Each Party hereby submits to and accepts generally and unconditionally the jurisdiction of such court.

20. Miscellaneous

20.1 Assignment

Any attempt by a Party to assign, transfer, or delegate any of the rights, duties or obligations herein to a third party without prior written consent of the other Party shall render such attempted assignment or transfer null and void. Supplier's affiliated companies shall not be considered third parties. However, such restriction shall not apply in instances where Supplier, in the course of its usual business practices, requires part of its work to be undertaken or supplied by sub- contractors or sub-suppliers.

20.2 Waiver of Rights

Supplier's or Purchaser's failure to exercise any of its rights shall not constitute or be deemed a waiver or a forfeiture of such rights.

20.3 Severability

If a provision of the Contract is determined to be void or unenforceable, this finding shall not render other provision void or unenforceable, and Supplier and Purchaser shall make their best endeavors to replace such provision by a valid one covering the original commercial intention as far as legally possible.

21 Limitation of Liability

21.1 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE CONTRACT, INCLUDING ALL DOCUMENTS MAKING PART THEREOF, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL SUPPLIER BE LIABLE TO THE PURCHASER, BY WAY OF INDEMNITY, OR BY REASON OF ANY BREACH OF CONTRACT OR OF STATUTORY DUTY OR BY REASON OF TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) FOR ANY LOSS OF PROFIT, LOSS OF CONTRACTS OR EARNINGS, DELAY DAMAGES, INTERRUPTION OR LOSS OF PRODUCTION, LOSS OF USE, LOSS OF OPPORTUNITY OR BUSINESS, INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER THAT MAY BE SUFFERED BY PURCHASER. PURCHASER FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS SUPPLIER FROM ANY CLAIM MADE BY END-USER OR PURCHASER'S CUSTOMERS FOR SUCH LOSSES. THE REMEDIES OF PURCHASER SET FORTH HEREIN ARE EXCLUSIVE, AND SUPPLIER'S LIABILITY WITH RESPECT TO ANY CONTRACT, INDEMNITY, TORT (INCLUDING NEGLIGENCE), UNDER ANY WARRANTY, STRICT LIABILITY OR OTHERWISE SHALL NOT EXCEED ONE HUNDRED PERCENT (100%) OF THE CONTRACT PRICE OR PORTION THEREOF UPON WHICH SUCH LIABILITY IS BASED, UNLESS CLAIMS ARISE FROM GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE SUPPLIER.

21.2 As used herein "gross negligence" shall mean reckless disregard of, or wanton indifference to, harmful and avoidable consequences and "willful misconduct" shall mean conduct that is committed with an intentional disregard for the safety of others and/or the safety of another's property. "Gross negligence" and/or "willful misconduct" shall not include any act or omission or any error of judgment or mistake made in good faith.

TERMS & CONDITIONS

March 29, 2016

GENERAL TERMS AND CONDITIONS OF SUPPLY

SULZER PUMP SERVICE (US) INC.

Page 8 of 9

ATTACHMENT 1

ADDITIONAL TERMS AND CONDITIONS FOR CONTRACTS INCLUDING SERVICES

A1 Parties' Representatives

A1.1 Purchaser and Supplier shall each appoint a person to act as its representative for the purposes of the Services and shall each notify the other in writing of such appointment prior to Supplier's personnel arrival at site. ("Site" means the place where the Services have to be performed.) Such person shall have full authority to act on behalf of the Purchaser or the Supplier respectively for the purposes of the Services.

A1.2 For the purposes of this Contract, Supplier's representative and other personnel shall be deemed to be agents of Supplier and nothing herein shall establish the relationship of master and servant as between the Purchaser and the Supplier's representative and other personnel.

A2 Labor Provided By Purchaser

A2.1 Where required by the Contract or where subsequently agreed between the Parties, Purchaser shall provide, at its own expense, skilled and unskilled labor sufficient in quantity and sufficiently competent to undertake the relevant identified work. Such labor shall include at least one foreman who is fluent in the English language.

A2.2 ~~Purchaser shall procure and maintain suitable Workman's and Employer's Liability Insurance as required by the applicable law for any labor provided by him under the Contract. The City is self-insured.~~

A2.3 The skilled and unskilled labor provided by the Purchaser or End-User shall remain the servants and under the control of the Purchaser or End-User, as the case may be, but shall work to the orders and instructions of the Supplier's representative. The Supplier shall not be liable for any act, omission or negligence of such labor, except to the extent that such act or omission is as a result of the proven negligence of the Supplier's representative (subject always to the limitations contained in Clause 21 of the Terms and Conditions).

A3 Facilities Provided by Purchaser

A3.1 ~~The Purchaser shall provide the following facilities at his own expense:~~

A3.1.1 ~~Adequately furnished and equipped living accommodation to European standards for use by the Supplier's personnel throughout their period at Site together with subsistence and other reasonable expenses of the Supplier's personnel.~~

A3.1.2 ~~Transportation for the Supplier's personnel between Site and place of arrival and departure and for transportation between accommodation and Site.~~

A3.1.3 ~~Any special clothing for the Supplier's personnel that may be required for the applicable Site conditions.~~

A3.1.4 Except as otherwise stated in the Contract, all tools and equipment required to perform the Services, including but not limited to, hand-tools, any special tools, heavy tools, lifting equipment, craneage, scaffolding, lighting and welding sets. All such tools and equipment shall be maintained in a safe and suitable condition by the Purchaser and, where applicable, be fully tested.

A3.1.5 All Site security, protection and watching together with implementing the correct operating and maintenance of all safety systems, procedures and equipment.

A3.1.6 ~~All suitable consumables required for the Services, including but not limited to, heating, gas, fuel, compressed air, electricity, lubrication materials and other sundry items.~~

A3.1.7 Suitable lockable storage, security and protection for all materials and equipment.

A3.1.8 ~~Arrangement for the provision of letters of invitation to enable Supplier to arrange necessary visas.~~

A3.1.9 ~~Permits, including work permits, licenses and approvals.~~

A3.2 The Purchaser shall be responsible for any loss or damage to tools, plant, equipment, materials and consumable stored or placed upon the Site and shall procure and maintain suitable insurance policy to cover all risks.

A3.3 Purchaser also undertakes to maintain the site and facilities, upon which Supplier's personnel may be required to enter, in a safe condition, and to comply with all applicable laws, statutes and regulations governing workplace health and safety, and to give Supplier's personnel all instructions necessary. Supplier shall make sure that its personnel will follow all instructions reasonably made by Purchaser.

A3.4 Purchaser's failure to comply with the obligations stated in Clauses A3.1, A3.2, and A3.3 above shall entitle Supplier to either stop rendering its services, and/or postpone the delivery and/or ask for additional charges for the lost time of its service personnel.

A4 Working Hours

A4.1 The applicable working hours shall be as stated in the Contract.

A4.2 ~~After a period of not more than sixty (60) Days, or such other period as stated in the Contract, of attendance by any of the Supplier's personnel at Site and in~~

TERMS & CONDITIONS

November 22, 2016

GENERAL TERMS AND CONDITIONS OF SUPPLY

SULZER PUMP SERVICE (US) INC.

Page 9 of 9

addition at the Christmas/New Year period, the Supplier's personnel are entitled to a return visit to their country of residence. The cost of the journey from and to Site shall be paid by the Purchaser to the Supplier.

A5 Time Sheets

- A5.1 ~~At the end of each week the Supplier's personnel shall submit time sheets to the Purchaser's representative, showing all hours worked, to whom they are chargeable and any other items that are reimbursable by the Purchaser. The Purchaser's representative shall sign such time sheets and return them to Supplier's personnel within forty eight (48) hours of receipt. Should the Purchaser's representative disagree with the content of the time sheets, he shall discuss such disagreement with Supplier's representative within such forty eight (48) hour period.~~

A6 Accidents, Sickness and Medical Facilities

- A6.1 ~~In cases of sickness or accidents to any of Supplier's personnel, Purchaser shall provide, at his own cost, suitable qualified medical and dental care including medicines. Any treatment requiring hospitalization shall be given in a private ward.~~

A7 Areas of High Risk

- A7.1 ~~In the event that, due to the location of the Site, the Supplier is unable to obtain insurance cover in respect of Employers Liability, Personal Accident and/or travel under the Supplier's present policy for the Supplier's personnel, the Purchaser shall pay any additional required premiums that the Supplier may incur to provide such special insurances. However, should it not be possible for the Supplier to obtain such suitable insurance cover or existing cover is withdrawn during the course of the Services, the Supplier is hereby relieved of its obligations under the Contract. In this event Supplier shall not be in breach of any obligations hereunder and Purchaser shall have no right of claim against Supplier either under the Contract or against any bank guarantee or surety given by Supplier.~~



Agenda Sheet for City Council Meeting of:

02/08/2021

<u>Date Rec'd</u>	1/27/2021
<u>Clerk's File #</u>	OPR 2021-0081
<u>Renews #</u>	
<u>Cross Ref #</u>	OPR 2018-0510
<u>Project #</u>	2018097
<u>Bid #</u>	
<u>Requisition #</u>	
<u>Submitting Dept</u>	ENGINEERING SERVICES
<u>Contact Name/Phone</u>	KYLE TWOHIG 625-6152
<u>Contact E-Mail</u>	KTWOHIG@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	0370 - RECREATIONAL TRAIL EASEMENT WITH SPOKANE CLUB

Agenda Wording

Recreational Trail Easement between Spokane Club and the City to request an easement and permit to enter for park and recreational trail purposes.

Summary (Background)

An easement and permit to enter between the Spokane Club and the City for the right, privilege and permit of ingress and engress over, across, and upon the hereinafter described lands as described for the duration of the project for the purpose of constructing the South Gorge Trail.

Lease? NO Grant related? NO Public Works? NO
Fiscal Impact Budget Account

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

Approvals

Dept Head TWOHIG, KYLE
Division Director SIMMONS, SCOTT M.
Finance ORLOB, KIMBERLY
Legal RICHMAN, JAMES
For the Mayor ORMSBY, MICHAEL

Council Notifications

Study Session\Other PIES 1/25/21
Council Sponsor
Distribution List
 eraea@spokanecity.org
 publicworksaccounting@spokanecity.org

Additional Approvals

Purchasing kgoodman@spokanecity.org
 ktwohig@spokanecity.org
 aduffey@spokanecity.org



WITHERSPOON • KELLEY
Attorneys & Counselors

SPOKANE | COEUR D'ALENE

Stanley M. Schwartz
Admitted in Washington & Idaho
email: sms@witherspoonkelley.com

[Date]

Via Hand Delivery

James Richman
Assistant City Attorney
City of Spokane
808 W Spokane Falls Blvd
Spokane, WA 99201

Re: Recreational Trail Easement – Spokane Club

Dear Mr. Richman:

Enclosed is the Recreational Trail Easement between Spokane Club and City of Spokane. This has been executed by our client. Please return a fully executed copy to our office at your earliest convenience.

Very Truly Yours,

WITHERSPOON • KELLEY

Karina Hammond

Legal Assistant to Stanley M. Schwartz

|kh
Enclosure

After Recording Return To:
City of Spokane
Engineering Services
808 W. Spokane Falls Blvd.
Spokane, WA 99201

RECREATIONAL TRAIL EASEMENT

This recreational trail easement ("**Easement**") is made by and between SPOKANE CLUB, a non-profit corporation, whose address is 1002 W Riverside Ave., Spokane, WA 99201, herein "**Spokane Club**" or "**Grantor**", and the CITY OF SPOKANE, a municipal corporation, whose address is 808 W. Spokane Falls Boulevard, Spokane, Washington 99201, herein "**City**" or "**Grantee**," jointly referred to as "**Parties**."

WHEREAS, the City has requested an easement for park and recreational trail purposes, and all uses incidental thereto, over, under, through, and across certain property owned by grantor situate in the City and County of Spokane Washington, and legally described as follows (the "**Property**"):

Part of Lots 11 and 12 in Block 5 of GLOVERS ADDITION to the City of Spokane Falls (now Spokane) in southwest quarter of Section 18, Township 25N, Range 43E within the City of Spokane, County of Spokane and State of Washington, as per map thereof recorded in Book "A" of Plats, page 194, in the office of the County Auditor of said County;

ALSO part of Government Lot 4 and of the SE ¼ of the SW ¼ of Section 18, Township 25 North, Range 43 E.W.M., in the City of Spokane, County of Spokane and State of Washington, all of which is more particularly described as follows:

Beginning at the point of intersection of the west line of Monroe Street with the north line of Main Avenue in the City of Spokane; thence running west along said north line of Main Avenue, 917 feet, more or less, to the west line of Lot 11 in Block 5 of said Glovers Addition; thence running north along said west line of Lot 11, 150 feet; thence running east parallel with and distant 150 feet from said north line of Main Avenue, 917 feet, more or less, to an intersection with said west line of Monroe Street; thence south along said west line of said Monroe Street, 150 feet to the place of beginning;

ALSO that part of said Lots 11 and 12 lying north of the south 150 feet of said Lots in Block 5 of said Glovers Addition.

All situated in the City of Spokane, Spokane County and currently identified as parcel# 35183.0092

WHEREAS, Grantor is willing to provide the requested easement in order to facilitate the City's plans to construct the Glover Park Trail (otherwise known as the South Gorge Trial Loop) (hereinafter referred to as the "**Recreational Trail**");

NOW THEREFORE, in consideration of mutual benefit and the terms and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Easement**. Grantor hereby grants, conveys, warrants and delivers to Grantee a perpetual non-exclusive Easement upon, over, through and across, those portions of the Property depicted in **Exhibit A** ("**Easement Area**"), which area is situated in the City of Spokane, Spokane County, Washington (collectively the foregoing shall be referred to as "**Easement Area**").

The Parties acknowledge that the Easement Area is an area depicted on a "Project Concept" drawing attached as **Exhibit A**, which shall be referred to as the "Blanket Easement." Grantee shall locate the Recreational Trail within the area depicted on Exhibit A which: (a) is jointly agreed to by the Parties such that it causes the least amount of Grantor's Property to be used and occupied by the Easement; (b) does not unreasonably interfere with Grantor's use and enjoyment of its property; and (c) upon installation of the Recreational Trail, the Easement Area shall be defined as being no larger than 15 feet on either side of the centerline of the Recreational Trail.

Grantee, at least thirty (30) days prior to installation of the Recreational Trail shall cause a legal description to be delivered to Grantor describing the Easement Area which shall be appended to this Easement. Grantee shall not construct the Recreational Trail prior to Grantor approving the legal description identifying the location of the Easement Area. Grantor's approval shall not be unreasonably withheld, conditioned, or delayed.

2. **Purposes**. The Easement is granted for the purpose of allowing Grantee to construct, maintain, improve, repair and/or replace a public and regional multi-use non-motorized recreational trail that will provide connections to existing regional multi-use non-motorized recreational trails (the "**Recreational Trail**"), and for no other purpose. This Easement does not relieve Grantee from its obligation to secure such permits and bonds as are required by the City or any other agency prior to any work being performed in the Easement Area. Grantor acknowledges that the City will record an assignment of rights in the records of Spokane County that (i) gives the State of Washington Interagency Committee for Outdoor Recreation (the "**Agency**") certain rights, which are co-held with the City, for access to the Easement Area and (ii) requires the City to consult with the Agency for any amendment of the Easement or conversion of the Easement to another use.

3. **Grantee Covenants.** Grantee, its assigns and successors in interest shall at all times exercise its rights herein in accordance with the following covenants and with all applicable statutes, orders, rules and regulations of the City of Spokane and any public authority having jurisdiction:

(a) **Construction/Maintenance.** Grantee, at its sole cost and expense, shall construct and maintain the Recreational Trail including all improvements, betterments and additions on or below the surface of the Recreational Trail and shall take all actions and precautions, in accordance with applicable standards, good engineering practices and minimum standards of applicable governmental entities, to prevent, restore, retain, and repair all land subsidence, ground failure, collapse or loss of surface elevation within the Easement Area caused by construction, repair, operation, maintenance and/or replacement of the Recreational Trail. The Parties acknowledge that Grantee's property includes large amounts of fill material. In the construction, repair, operation, maintenance, and/or replacement of the Recreational Trail, Grantee shall exercise best efforts and due care to protect and preserve Grantor's rights to physical support of its adjacent property. In addition, Grantee shall be solely responsible and shall pay all costs, expenses and fees for the installation, care and maintenance of the landscape, plant materials and improvements in that portion of the Easement Area lying outside of the newly constructed wall/fence referenced in paragraph (d) herein below.

(i) Grantee shall periodically inspect (no less than annually) the Easement Area, its improvements, structures, soil, ground condition, vegetation and facilities.

(ii) If Grantee shall fail or refuse to repair and maintain the Easement Area provided herein, and the failure or refusal continues for a period of 30 days after written notice from Grantor, a default shall have occurred; provided, that if the nature of Grantee's obligation is such that more than 30 days are reasonably required to complete the needed maintenance and/or repair (the "Cure"), Grantee shall not be in default if Grantee commences the Cure within 30 days of Grantor's written notice and thereafter diligently pursues completion and completes performance within a reasonable time. In the event of a default, Grantor may complete the Cure. Thereafter, Grantee shall be liable to Grantor for the cost of the Cure plus all related fees and expenses including all reasonable consultant fees and attorneys' fees incurred to enforce this Easement ("**Cure Expenses**"). Grantee shall pay the Cure Expenses within thirty (30) days of demand, with interest at the maximum rate allowed by law shall accruing on all delinquent and unpaid amounts.

(b) **Hold Harmless.** Grantee shall indemnify, defend, and hold the Grantor, its officers, agents, and employees harmless and free from all loss and liability for any claim by any person, or for any injury or property damage resulting from, or by reason of, Grantee's construction, maintenance, operation, repair, or use of the Recreational Trail pursuant to this Easement including the enjoyment of all privileges under this Easement, unless caused directly or indirectly by Grantor's negligence or intentional misconduct.

(c) **Hazardous Waste.** By accepting this easement, Grantee (hereafter the indemnifying party), its successors and assigns, shall indemnify and hold Grantor harmless from and against any and all losses, liabilities (including strict liability), damages,

injuries, expenses, and costs including, without limitation, reasonable attorney's fees, of any settlement or judgment and claim of any and every kind whatsoever paid, incurred or suffered by, or asserted against, Grantor, its successors and assigns by any person or entity or governmental agency, for, with respect to, or as a direct or indirect result of the escape, seepage, leakage, spillage, emission, discharge or release of any Hazardous Substance (as defined hereinbelow) resulting from Grantee's exercise of its rights and privileges granted hereunder including, without limitation, any losses, liabilities (including strict liability), damage, injuries, expenses, and costs, including, without limitation, reasonable attorney's fees, of any settlement or judgment or claims asserted or arising under, as amended, the comprehensive Environmental Responses, compensation and Liability Act, the Superfund Amendment and Reauthorization Act, the Resource Conservation Recovery Act, the Federal Water Pollution Control Act, the Federal Environmental Pesticides Act, the Clean Water Act, any so-called federal, state or local "Superfund" or "Superlien" statute, or any other statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability (including strict liability), or standards of conduct concerning any Hazardous Substance.

(d) Easement Perimeter Fence. Grantee, at its expense, will install a masonry faced wall to be approved by Grantor along the southern and eastern edge of the Easement Area. Grantee shall, upon Grantor's request, install, at Grantee's expense, an access gate with a lock that may be controlled solely by Grantor for the purpose of providing ingress and egress to the Easement Area from Grantor's adjacent property by Grantor, its members, licensees, guests and other persons designated by Grantor. The access gate shall be wide enough for pedestrian access to include construction compliant with the Americans with Disabilities Act.

(e) Security, Refuse and Camping. Grantee stipulates that the Easement Area remains private property subject to authorized use under the terms of this Easement. Grantee shall provide law enforcement patrols subject to police availability along the Easement Area to enforce laws related to criminal and/or nuisance activity in any part of the Easement Area, including its improvements. Camping, as defined in SMC 12.02.1002 and 12.02.1010, sleeping, loitering, or remaining stationary (for periods exceeding one hour) shall be prohibited on the Easement Area at all times. The City shall also ensure that graffiti, garbage, debris, feces, litter or rubbish shall be properly removed by City personnel upon request by Grantor, it being assumed that such materials have been deposited by people using the Easement Area.

(f) Signs. At the endpoints of the Easement Area and at least every 100 feet along the fence described in Section 3(d) of this easement, Grantee shall place and maintain "no trespassing" or similar signs, in a form acceptable to Grantor and Grantee, designed to notify users of the recreational trail that their use rights are confined to the boundaries of the Easement Area.

4. Insurance. Grantee shall self-insure or maintain commercial general liability insurance covering the Easement Area with a limit of liability of at least \$2,000,000.00 per occurrence. Grantor shall be named as an additional insured. The liability limits shall be reviewed by the parties and adjusted every five (5) years to reflect reasonable market conditions.

5. **Successors.** The agreements contained herein and the rights granted hereby shall run with the title to the Easement Area and shall bind and inure to the benefit of the parties hereto and their respective heirs, successors, sub-lessees and assigns.

6. **Termination.** The rights granted in this Easement shall remain in full force and effect until the earlier of (i) such time as both the City Council and the Spokane Parks Board find that the Easement is no longer needed for park purposes and authorize execution of a release of the Easement or (ii) the City no longer holds out the Easement Area as being open to the public for recreational purposes for a period of at least 180 consecutive days; provided, the Easement Area shall not be considered closed to the public for purposes of this section prior to the City's construction of a Recreational Trail in the Easement Area or during such times as said trail is being maintained, improved, repaired and/or replaced.

(a) **Removal.** Upon termination of this Easement, the City shall, within sixty (60) days of such termination, at Grantor's request, remove all improvements in the Easement Area leaving the same in the condition in which it was found, reasonable wear and tear excepted. Upon requested removal, the Easement area shall be at grade level with the adjacent Grantor property, properly filled and compacted plus landscaped in accord with City of Spokane regulations, unless otherwise requested by Grantor.

7. **Government Approval.** Grantor acknowledges that this Easement does not bind the City until it is executed by the Mayor.

8. **Attorneys' Fee.** In any action, except for mediation, brought under this Agreement, the prevailing party shall be entitled to recover in addition to any other amounts awarded, its reasonable attorney fees and costs of action as determined by a court with jurisdiction over the subject matter of the dispute. For purposes of this Agreement, the term "attorney fees and costs" shall mean the fees and expenses of legal counsel to the prevailing party hereto, which may include expert witness fees, printing, duplicating and other expenses, delivery charges, and costs awarded by statute or rule.

DATED THIS 20 DAY OF January, 2021.

SPOKANE CLUB

By: 

Its: General Manager

CITY OF SPOKANE

By: _____

Its: _____

Attest:

Approved as to form:

City Clerk

[Signature]
Assistant City Attorney

Notary for Spokane Club:

STATE OF WASHINGTON)
) ss.
County of Spokane)

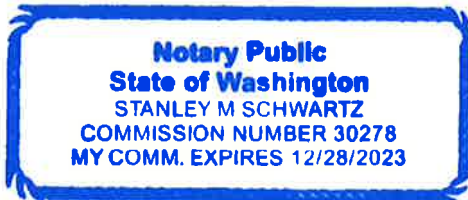
I certify that I know or have satisfactory evidence that John O'Connor signed this document, on oath stated that he/she was authorized to execute it and acknowledged it as the General Manager of Spokane Club, a WA corporation, to be the free and voluntary act of such party for the uses and purposes therein mentioned.

DATED: January 20, 2021

[Signature]
(Signature of Notary Public)

My appointment expires 12.28.23

Spokane, WA.



(Place Stamp or Seal above)

Notary for City of Spokane:
STATE OF WASHINGTON)
) ss.
County of Spokane)

I certify that I know or have satisfactory evidence that _____
and TERRI L. PFISTER are the persons who appeared before me and said persons acknowledged
that they signed this document, and on oath stated that they were authorized to sign and
acknowledged it as the _____, and the City Clerk,
respectively, of the CITY OF SPOKANE, a municipal corporation, to be the free and voluntary act of
such party for the uses and purposes therein mentioned.

DATED: _____

Notary Public in and for Washington State
Residing at _____
My appointment expires _____

(Place Stamp or Seal above)

EXHIBIT A
Project Concept Drawing

Property Address: 1002 W. Main Ave.
Parcel No.35183.0092

PERMIT TO ENTER

The Grantor(s), Spokane Club, whose address is 1002 W. Riverside Ave., Spokane, WA 99201, convey(s) to the City of Spokane, a Washington State municipal corporation, and its assignees, contractors and agents, as Grantee, the right, privilege and permit of ingress and egress over, across, and upon the hereinafter described lands as shown in the attached exhibit for the duration of the project for the purpose of constructing the South Gorge Trail. The City shall also be allowed to enter upon the property to perform a civil survey, including the placing and leaving of stakes and/or other matters reasonably related to the project.

Said lands being situated in the City of Spokane, Spokane County, State of Washington, and described as follows:

Part of Lots 11 and 12 in Block 5 of GLOVERS ADDITION to the City of Spokane Falls (now Spokane) in southwest quarter of Section 18, Township 25N, Range 43E within the City of Spokane, County of Spokane and State of Washington, as per map thereof recorded in Book "A" of Plats, page 194, in the office of the County Auditor of said County;

ALSO part of Government Lot 4 and of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 18, Township 25 North, Range 43 E.W.M., in the City of Spokane, County of Spokane and State of Washington, all of which is more particularly described as follows:

Beginning at the point of intersection of the west line of Monroe Street with the north line of Main Avenue in the City of Spokane; thence running west along said north line of Main Avenue, 917 feet, more or less, to the west line of Lot 11 in Block 5 of said Glovers Addition; thence running north along said west line of Lot 11, 150 feet; thence running east parallel with and distant 150 feet from said north line of Main Avenue, 917 feet, more or less, to an intersection with said west line of Monroe Street; thence south along said west line of said Monroe Street, 150 feet to the place of beginning;

ALSO that part of said Lots 11 and 12 lying north of the south 150 feet of said Lots in Block 5 of said Glovers Addition.

By accepting and performing work under this permit, the City agrees to perform the work in a safe and proper manner and to return the property to substantially the same condition as it was prior to the entry by the City. The City will perform its work with minimum disturbance to the property according to the project specifications.

It is understood and agreed that delivery of this permit is hereby tendered and that the terms and obligations hereof shall not become binding upon the City of Spokane unless and until accepted and approved hereon in writing for the City of Spokane, by and through its

Director of Engineering Services, its authorized agent.

DATED this 20 day of January, ~~2020~~ 2021

GRANTOR(S):



Signature

APPROVED:



Director of Engineering Services

Signature

PARCEL 35183.0092



OWNER : SPOKANE CLUB

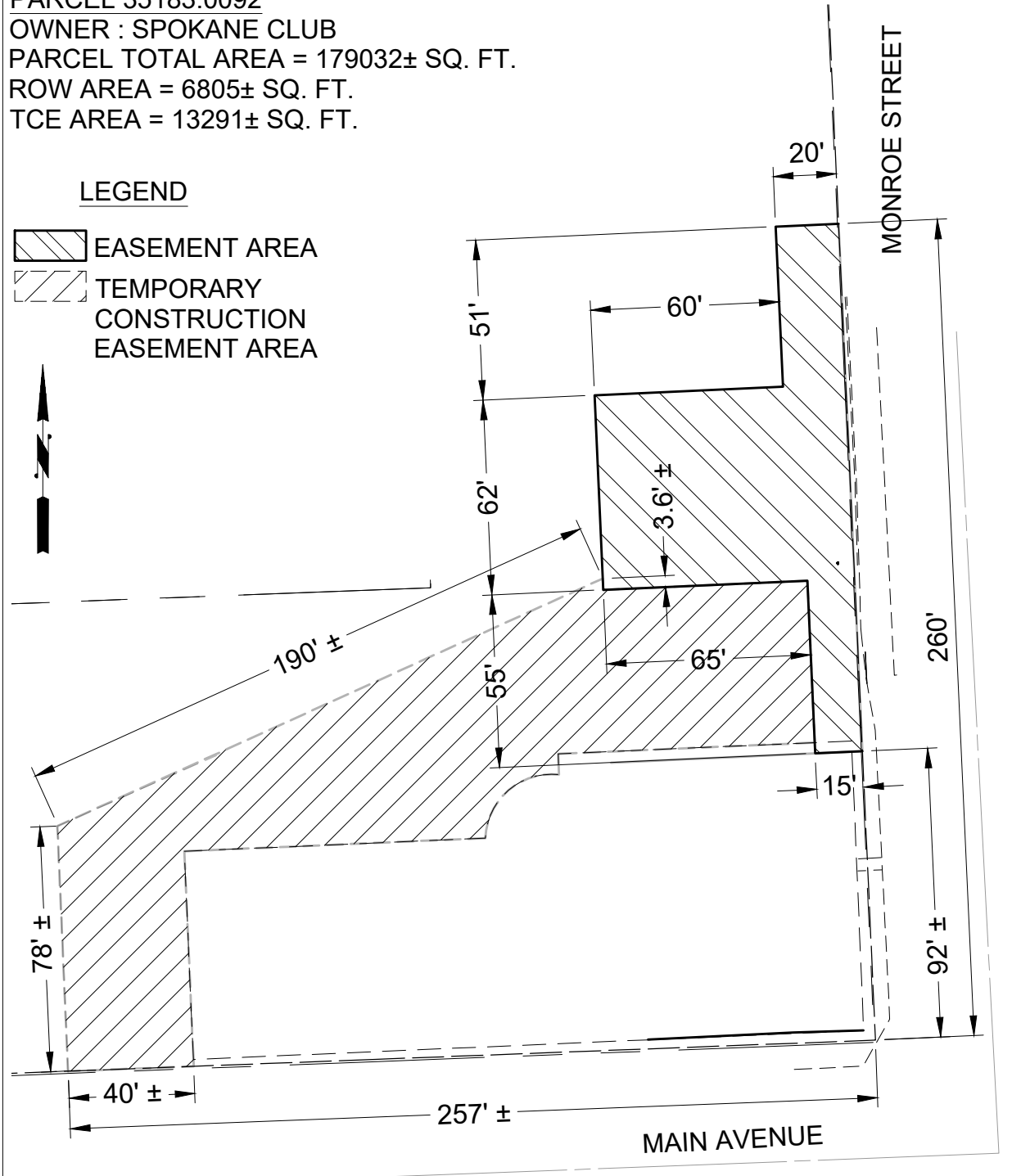
PARCEL TOTAL AREA = 179032± SQ. FT.

ROW AREA = 6805± SQ. FT.

TCE AREA = 13291± SQ. FT.

LEGEND

-  EASEMENT AREA
-  TEMPORARY
CONSTRUCTION
EASEMENT AREA



CITY OF SPOKANE PROJECT No. 2018097

DATE: 07/09/2020

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

02/08/2021

<u>Date Rec'd</u>	1/27/2021
<u>Clerk's File #</u>	OPR 2021-0082
<u>Renews #</u>	

Submitting Dept	ENGINEERING SERVICES	Cross Ref #	OPR 2020-0787
Contact Name/Phone	KYLE TWOHIG 625-6152	Project #	2020098
Contact E-Mail	KTWOHIG@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0370 - ACCEPTING GMP FOR BUILDOUT OF CONSTRUCTION MANAGEMENT		

Agenda Wording

Accepting guaranteed maximum price (GMP) component of contract between Spokane Public School and Bouten Construction for buildout of the Engineering Construction Management office, under agreement with Spokane Public Schools related to (continued)

Summary (Background)

Guaranteed Maximum Price (GMP) of not to exceed \$2M for Engineering Construction Management office relocation with Bouten Construction under agreement with Spokane Public Schools. Per previously approved Interlocal Agreement, SPS' contractor will construct the Engineering Construction Management office as an early work component under the current Gc/Cm agreement. The City will reimburse Spokane Public Schools as invoices are approved.

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

Expense	\$ 1,500,000	# 5901-79220-94000-56301-99999
---------	--------------	--------------------------------

Expense	\$ 500,000	# 0370-30210-44200-56301-99999
---------	------------	--------------------------------

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

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

ApprovalsCouncil Notifications

<u>Dept Head</u>	TWOHIG, KYLE	<u>Study Session\Other</u>	PIES 1/25/21
------------------	--------------	----------------------------	--------------

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

Council Sponsor

<u>Finance</u>	ORLOB, KIMBERLY
----------------	-----------------

Distribution List

<u>Legal</u>	PICCOLO, MIKE
--------------	---------------

eraea@spokanecity.org

<u>For the Mayor</u>	ORMSBY, MICHAEL
----------------------	-----------------

publicworksaccounting@spokanecity.org

Additional Approvals

kgoodman@spokanecity.org

Purchasing

ktwohig@spokanecity.org

aduffey@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

the relocation the City offices for the new SPS Middle School.

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

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

02/08/2021

<u>Date Rec'd</u>	1/28/2021
<u>Clerk's File #</u>	OPR 2021-0083
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	BT
<u>Agenda Item Name</u>	1680 - ECCO ROSE APARTMENTS RECOMMISSION PROJECT CONTRACT APPROVAL

Submitting Dept

HOUSING & HUMAN SERVICES

Contact Name/Phone

REBEKAH TUNO 625-6321

Contact E-Mail

RTUNO@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

1680 - ECCO ROSE APARTMENTS RECOMMISSION PROJECT CONTRACT APPROVAL

Agenda Wording

CHHS is requesting approval to enter into contract with the East Central Community Organization for the Rose Apartments Recommission Project. Contracts are in the drafting phase to be filed upon completion (after Council approval).

Summary (Background)

This HOME Investments Partnership Program funded agreement supports the final building repairs to the 8 unit historic apartment building that was recently moved to 1813 E 4th Avenue. This building provides 2 units affordable to 30% AMI renters and 6 units affordable to 50% AMI renters. See attached briefing paper for further detail.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal ImpactBudget Account

Expense \$ 133,642.00

1710-95579-51010-54201-99999

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

SIGLER, TIMOTHY

Study Session\OtherPIES Committee -
1/25/21Division Director

ALEXANDER, CUPID

Council SponsorFinance

HUGHES, MICHELLE

Distribution ListLegal

PICCOLO, MIKE

rtuno@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

gdahl@spokanecity.org

Additional Approvals

tsigler@spokanecity.org

Purchasing

chhsgrants@spokanecity.org

GRANTS,
CONTRACTS &
PURCHASING

BROWN, SKYLER

chhsaccounting@spokanecity.org

Briefing Paper

Public Infrastructure, Environment, & Sustainability Committee

Division & Department:	Community, Housing, and Human Services (CHHS)		
Subject:	HOME affordable housing contract for <i>ECCO for the Rose Apartments Recommission project</i>		
Date:	January 25, 2021		
Author (email & phone):	Becky Tuno, Program Professional rtuno@spokanecity.org 625-6321		
City Council Sponsor:			
Executive Sponsor:	Tim Sigler		
Committee(s) Impacted:	Public Infrastructure, Environment, & Sustainability (PIES)		
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative		
Alignment:	2020 – 2025 Strategic Plan to Prevent & End Homelessness 2020 – 2024 Consolidated Plan for Community Development		
Strategic Initiative:	Safe and Affordable Housing Choice		
Deadline:	2/8/2021		
Outcome:	Two projects will construct a total of 49 affordable housing units including 2 units for disabled and 23 units for homeless families.		
Background/History: The Fall 2020 CHHS HOME Multifamily RFP received three applications: ECCO Rose Apartments Recommission, Spokane Housing Ventures Vets on N Lacey, and Proclaim Liberty's Liberty Park Terrace Campus Expansion. The CHHS Board has recommended full funding for all applications. CHHS requests City Council approval to enter into contract with <i>ECCO for the Rose Apartments Recommission project</i> . Request for approval to enter into contract with the other two projects will occur at a later date.			
Executive Summary: East Central Community Organization (ECCO) Rose Apartments Recommission Project: Final building repairs to the 8 unit historic apartment building. It will provide 2 units affordable to 30% AMI renters and 6 units affordable to 50% AMI renters. Location: 1813 E 4 th Ave Anticipated Construction Start: As soon as contracts are executed Budget:			
Development Budget Sources & Uses			
Source	Amount	Application Status	Funding Uses
City of Spokane HOME	\$133,642	This Application.	Building Repairs
City CDBG Grant	\$71,815	Committed	Architect/Engineer Fees
City Urban Utility Install Grant	\$23,150	Committed	Utility Connections
STCU Loan	\$215,000	Committed	Building Repairs
WSDOT Historic Building Move Grant	\$75,000	Committed	Building Repairs
ECCO Owner's Equity	\$602,799	Committed	Building Move, Building Repairs, Project Management
Total Sources	\$800,276		

Budget Impact:

Approved in current year budget? ☒ Yes ☐ No

Annual/Reoccurring expenditure? ☐ Yes ☒ No

If new, specify funding source: N/A

Other budget impacts: None

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No

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

Specify changes required: None

Known challenges/barriers: None

[illegible]

SHEET TITLE		
PROJECT NO.		
OWNER	DATE	
DESIGNED BY	12/4/14	
CHECKED BY		
DESIGNED BY		
CHECKED BY		

ZBA
ARCHITECTURE
421 W. RIVERSIDE, SUITE 860
SPOKANE, WA 99201
T. 509.456.6236
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**Agenda Sheet for City Council Meeting of:**

02/08/2021

Date Rec'd

1/27/2021

Clerk's File #

OPR 2021-0020

Renews #**Submitting Dept**GRANTS, CONTRACTS &
PURCHASING**Cross Ref #****Contact Name/Phone**

SALLY STOPHER 625-6032

Project #**Contact E-Mail**

SSTOPHER@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

0430-DEPT OF TREASURY RENTAL ASSISTANCE

Agenda Wording

Contract to receive \$6,695,536.90 in revenue from the Department of Treasury to provide rental and utility assistance to citizens.

Summary (Background)

Contract to receive \$6,695,536.90 in revenue from the Department of Treasury to provide rental and utility assistance to citizens.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact**Budget Account**

Revenue \$ \$6,695,536.90

99999

Select \$

#

Select \$

#

Select \$

#

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

WALLACE, TONYA

Study Session\Other1-25-2021 F&A
Committee**Division Director**

WALLACE, TONYA

Council Sponsor

CM Mumm

Finance

HUGHES, MICHELLE

Distribution List**Legal**

PICCOLO, MIKE

sstopher@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

laga@spokanecity.org

Additional Approvals

ablain@spokanecity.org

Purchasing**GRANTS,
CONTRACTS &
PURCHASING**

STOPHER, SALLY

Briefing Paper

Finance and Administration

Division & Department:	Finance
Subject:	Department of Treasury Rental Assistance Contract
Date:	1/20/2019
Contact (email & phone):	Sally Stopher sstopher@spokanecity.org 625-6032
City Council Sponsor:	Candace Mumm
Executive Sponsor:	
Committee(s) Impacted:	Finance Committee
Type of Agenda item:	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Contract to receive \$6,695,536.90 in revenue from the Department of Treasury
Executive Summary:	
<p>Contract to receive \$6,695,536.90 in revenue from the Department of Treasury to provide rental and utility assistance to citizens</p>	
Budget Impact:	
Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Transfer of budget capacity from ITSD to Purchasing Other budget impacts: (revenue generating, match requirements, etc.) None	
Operations Impact:	
Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

OMB Approved No.: 1505-0266

Expiration Date: 7/31/21

U.S. DEPARTMENT OF THE TREASURY
EMERGENCY RENTAL ASSISTANCE

Recipient name and address: City of Spokane, WA 808 W Spokane Falls Blvd Spokane, WA 99201-0000	DUNS Number: 11-552-8189 Taxpayer Identification Number: 91-6001280
--	--

Section 501(a) of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) authorizes the Department of the Treasury ("Treasury") to make payments to certain recipients to be used to provide emergency rental assistance.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

DocuSigned by:

39651E7EC71D4A0...

Authorized Representative Name:

Title: Mayor

Date signed: 1/7/2021

U.S. DEPARTMENT OF THE TREASURY
EMERGENCY RENTAL ASSISTANCE

1. Use of Funds. Recipient understands and agrees that the funds disbursed under this award may only be used for the purposes set forth in Section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) (referred to herein as “Section 501”).
2. Repayment and reallocation of funds.
 - a. Recipient agrees to repay excess funds to Treasury in the amount as may be determined by Treasury pursuant to Section 501(d). Such repayment shall be made in the manner and by the date, which shall be no sooner than September 30, 2021, as may be set by Treasury.
 - b. The reallocation of funds provided by Section 501(d) shall be determined by Treasury and shall be subject to the availability of funds at such time.
3. Availability of funds.
 - a. Recipient acknowledges that, pursuant to Section 501(e), funds provided under this award shall remain available only through December 31, 2021, unless, in the case of a reallocation made by Treasury pursuant to section 501(d), Recipient requests and receives from Treasury an extension of up to 90 days.
 - b. Any such requests for extension shall be provided in the form and shall include such information as Treasury may require.
 - c. Amounts not expended by Recipient in accordance with Section 501 shall be repaid to Treasury in the manner specified by Treasury.
4. Administrative costs.
 - a. Administrative expenses of Recipient may be treated as direct costs, but Recipient may not cover indirect costs using the funds provided in this award, and Recipient may not apply its negotiated indirect cost rate to this award.
 - b. The sum of the amount of the award expended on housing stability services described in Section 501(c)(3) and the amount of the award expended on administrative expenses described in Section 501(c)(5) may not exceed 10 percent of the total award.
5. Reporting.
 - a. Recipient agrees to comply with any reporting obligations established by Treasury, including the Treasury Office of Inspector General, as relates to this award, including but not limited to: (i) reporting of information to be used by Treasury to comply with its public reporting obligations under section 501(g) and (ii) any reporting to Treasury and the Pandemic Response Accountability Committee that may be required pursuant to section 15011(b)(2) of Division B of the Coronavirus Aid, Relief, and Economic Security Act (Pub. L. No. 116-136), as amended by Section 801 of Division O of the Consolidated Appropriations Act, 2021 (Pub. L. No. 116-260). Recipient acknowledges that any such information required to be reported pursuant to this section may be publicly disclosed.
 - b. Recipient agrees to establish data privacy and security requirements as required by Section 501(g)(4).
6. Maintenance of and Access to Records

- a. Recipient shall maintain records and financial documents sufficient to support compliance with Section 501(c) regarding the eligible uses of funds.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of Section 501 and Treasury interpretive guidance regarding such requirements. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 (including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
- c. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII-IX of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
9. False Statements. Recipient understands that false statements or claims made in connection with this award may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
10. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
11. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are not repaid by Recipient as may be required by Treasury pursuant to Section 501(d) shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made. Interest, penalties, and administrative charges shall be charged on delinquent debts in accordance with 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. Treasury will refer any debt that is more than 180 days delinquent to Treasury's Bureau of the Fiscal Service for debt collection services.
 - c. Penalties on any debts shall accrue at a rate of not more than 6 percent per year or such other higher rate as authorized by law. Administrative charges, that is, the costs of processing and handling a delinquent debt, shall be determined by Treasury.
 - d. Funds for payment of a debt must not come from other federally sponsored programs.
12. Disclaimer.
- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
 - b. The acceptance of this award by Recipient does not in any way constitute an agency relationship between the United States and Recipient.

13. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; and/or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

14. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (April 8, 1997), Recipient should and should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
15. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

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

02/08/2021

Date Rec'd

1/27/2021

Clerk's File #

CPR 1981-0295

Renews #**Submitting Dept**

MAYOR

Cross Ref #**Contact Name/Phone**

BRANDY COTE 625-6774

Project #**Contact E-Mail**

BCOTE@SPOKANECITY.ORG

Bid #**Agenda Item Type**Boards and Commissions
Appointments**Requisition #****Agenda Item Name**

0520 REAPPOINTMENT TO THE PLAN COMMISSION

Agenda Wording

Reappointment of Michael Baker to a 2nd four year term on the Plan Commission, from 1/1/21 - 12/31/24.

Summary (Background)

Reappointment of Michael Baker to a 2nd four year term on the Plan Commission, from 1/1/21 - 12/31/24.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

COTE, BRANDY

Study Session\Other**Division Director****Council Sponsor****Finance****Distribution List****Legal**

bcote@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

jchurchill@spokanecity.org

Additional Approvals

lmeuler@spokanecity.org

Purchasing

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

02/08/2021

<u>Date Rec'd</u>	1/27/2021
<u>Clerk's File #</u>	ORD C36007
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	MANAGEMENT & BUDGET
<u>Contact Name/Phone</u>	PAUL INGIOSI 625-6061
<u>Contact E-Mail</u>	PINGIOSI@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Special Budget Ordinance
<u>Agenda Item Name</u>	0410 - ENCUMBRANCE CARRYOVER

Agenda Wording

An Ordinance carrying over and re-appropriating various funds from the 2020 fiscal year for use by certain departments and divisions of the City government and appropriating various outstanding grants of the City of Spokane.

Summary (Background)

This action carries over budget authority for 2020 obligated budget items that were not completed by year-end and appropriates various outstanding grants and capital expenditures, thereby amending Ordinance No. C-35971, passed by the City Council on December 14, 2020.

Lease? YES	Grant related? NO	Public Works? NO
<u>Fiscal Impact</u>		<u>Budget Account</u>
Expense \$ TBD		# Various Accounts
Select \$		#
Select \$		#
Select \$		#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	WALLACE, TONYA	<u>Study Session\Other</u>	Finance Committee - 1/25/21
<u>Division Director</u>	WALLACE, TONYA	<u>Council Sponsor</u>	Council Member Mumm
<u>Finance</u>	HUGHES, MICHELLE	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE	twallace@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	mhughes@spokanecity.org	
<u>Additional Approvals</u>		aduffey@spokanecity.org	
<u>Purchasing</u>			
<u>MANAGEMENT & BUDGET</u>	INGIOSI, PAUL		
<u>ACCOUNTING - LEASE</u>	HUGHES, MICHELLE		

ORDINANCE NO. C36007

An ordinance carrying over from the 2020 fiscal year and re-appropriating various funds for the use of certain departments and divisions of the City government and the budgeting of various outstanding grants, both revenues and expenses, of the City of Spokane, and thereby amending Ordinance No. C-35971, passed by the City Council December 14, 2020, and entitled "An ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, at the end of the 2020 fiscal year there were various unexpended appropriations for uncompleted programs, improvements in progress, unfilled orders for material, equipment and supplies and unfulfilled contracts for personal services, all properly budgeted and contracted for, and various outstanding grants, bond projects, and capital projects; and

WHEREAS, in order to complete such programs and pay such claims it is necessary that the various funds be re-appropriated in the 2021 budget; and

WHEREAS, this ordinance has been on file three days;

NOW, THEREFORE,

The City of Spokane does ordain;

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

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

Briefing Paper

FINANCE & ADMINISTRATION COMMITTEE

Division & Department:	Finance
Subject:	Annual Encumbrance Carryover Ordinance
Date:	1/25/2021
Contact (email & phone):	pingiosi@spokanecity.org; 625-6061
City Council Sponsor:	Council Member Mumm
Executive Sponsor:	Tonya Wallace
Committee(s) Impacted:	Finance and Administration Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Budget
Strategic Initiative:	N/A
Deadline:	Annually, following closure of the prior fiscal year
Outcome: (deliverables, delivery duties, milestones to meet)	Review of proposed Ordinance to carryover prior year encumbered budget for outstanding expenditures.
<p>Background/History: At the end of the 2020 fiscal year there were various unexpended appropriations for uncompleted programs, improvements in progress, unfilled orders for material, equipment, and supplies and unfulfilled contracts for personal services, all properly budgeted and contracted for, and various outstanding grants, bond projects, and capital projects; and in order to complete such programs and pay such claims it is necessary that the various funds be re-appropriated in the 2021 budget.</p>	
<p>Executive Summary:</p> <ul style="list-style-type: none"> An ordinance carrying over from 2020 fiscal year and re-appropriating various funds for the use of certain departments and divisions of the City government and appropriating various outstanding grants of the City of Spokane. This action carries over budget authority for the items noted above, budgeted for in 2020 but not completed at year-end, and appropriates various outstanding grants and capital expenditures in the current year budget, thereby amending Ordinance No. C-35971, passed December 14, 2020. 	
<p>Budget Impact:</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impact:</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>	



Agenda Sheet for City Council Meeting of:
01/11/2021

Date Rec'd	12/29/2020
Clerk's File #	RES 2021-0002
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	
Submitting Dept	CITY COUNCIL
Contact Name/Phone	BREEAN BEGGS 625-6254
Contact E-Mail	BBEGGS@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	0320 - RESOLUTION AMENDING THE CITY COUNCIL'S RULES OF PROCEDURE

Agenda Wording

A resolution adopting amended City Council Rules of Procedure.

Summary (Background)

City Council rules provide that the Council's rules of procedure can only be amended by resolution. The City Council adopts rules amendments from time to time, and normally at the beginning of the year. This resolution would adopt amended rules of procedure to govern Council business.

Lease? NO Grant related? NO Public Works? NO
Fiscal Impact **Budget Account**

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

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MCCLATCHEY, BRIAN	<u>Study Session\Other</u>	Study Session, 1/7/2021
<u>Division Director</u>		<u>Council Sponsor</u>	CP Beggs
<u>Finance</u>	WALLACE, TONYA	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE		
<u>For the Mayor</u>	ORMSBY, MICHAEL		
<u>Additional Approvals</u>			
<u>Purchasing</u>			

RESOLUTION NO. 2021-0002

A Resolution adopting various amendments to the City Council's Rules of Procedure.

WHEREAS, the City Council's Rules of Procedure may be amended by resolution and are amended from time to time, normally on an annual basis; and

WHEREAS, the City Council intends to amend its Rules of Procedure by the adoption of this resolution.

NOW THEREFORE, BE IT RESOLVED that the Spokane City Council hereby amends its City Council Rules of Procedure by adopting the attached 2021 City Council Rules of Procedure.

Passed by the City Council this ____ day of _____, 2021.

City Clerk

Approved as to form:

Assistant City Attorney

RES 2021-0002

Attachment not available at time of packet creation.

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

02/08/2021

Date Rec'd

1/27/2021

Clerk's File #

RES 2021-0010

Renews #**Submitting Dept**

CITY COUNCIL

Cross Ref #**Contact Name/Phone**SHAUNA 625-6714
HARSHMAN**Project #****Contact E-Mail**

SHARSHMAN@SPOKANECITY.RG

Bid #**Agenda Item Type**

Resolutions

Requisition #**Agenda Item Name**

0320 - ADOPTING TBD BUDGET ALLOCATIONS & PROJECTS

Agenda Wording

Adopting the allocations and project prioritization from the 2021-2022 Two Year Residential Street Maintenance Program utilizing Transportation Benefit District Funding.

Summary (Background)

The Citizen's Transportation Advisory Board (CTAB) was created in 2010 by Ordinance C-34648 to review and make recommendations for projects under consideration for TBD funding. Each year the CTAB reviews and brings forward a two-year Residential Street Maintenance Plan to better maintain the city's street system for all users.

Lease? NO

Grant related? NO

Public Works? YES

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

ALLERS, HANNAHLEE

Study Session\Other

1/11 Urban Development

Division Director**Council Sponsor**

CP Beggs

Finance

WALLACE, TONYA

Distribution List**Legal**

PICCOLO, MIKE

sharshman@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

Additional Approvals**Purchasing**

Briefing Paper

Urban Experience Committee

Division & Department:	City Council
Subject:	Citizen Transportation Advisory Board recommendations for TBD project funding in 2021 and 2022
Date:	December 29, 2020
Author (email & phone):	Shauna Harshman (sharshman@spokanecity.org) 828-0185
City Council Sponsor:	Council President Breean Beggs
Executive Sponsor:	N/A
Committee(s) Impacted:	PIES
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	The Transportation Benefit District (TBD) created by Ordinance C34648, codified in Chapter 8.16 of the Spokane Municipal Code.
Strategic Initiative:	Urban Experience
Deadline:	Will file for Council consideration following committee briefing
Outcome: (deliverables, delivery duties, milestones to meet)	Resolution to approve TBD project funding for 2021 and 2022

Background/History:

The Transportation Benefit District (TBD), created in 2010 established a \$20 annual vehicle fee to help pay for the preservation and maintenance of the City's existing transportation improvements, facilities, and programs set forth in the Six-Year Pavement Maintenance Program of the City's Comprehensive Street Program. Spokane's TBD also allocates a small portion of revenue generated, a minimum of ten percent, to implement the pedestrian program of the City's comprehensive Street Program, the Pedestrian Master Plan.

The Citizen's Transportation Advisory Board (CTAB) was created in 2010 by Ordinance C-34648 to review and make recommendations for projects under consideration for TBD funding. Each year the CTAB reviews and brings forward a two-year Residential Street Maintenance Plan to better maintain the city's street system for all users.

Executive Summary:

- Post I-976 budget overview for 2021 to 2023*
- Paving of Unpaved Roadway Program*
- Sidewalk Infill Program*
- New Residential Sidewalk Maintenance Program*
- CTAB recommendation for TBD Board approval of the 2021 and 2022 Residential Street Maintenance Plan*

Budget Impact:

Approved in current year budget? ☒ Yes ☐ No

Annual/Reoccurring expenditure? ☒ Yes ☐ No

If new, specify funding source:

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

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No

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

Specify changes required:

Known challenges/barriers: None

RESOLUTION NO. 2021-0010

A Resolution adopting the allocations and project prioritization from the 2021-2022 Two Year Residential Street Maintenance Program utilizing Transportation Benefit District Funding.

WHEREAS, pursuant to Chapter 36.73 RCW and RCW 35.21.255, which authorize cities to establish a transportation benefit district, the City of Spokane enacted Ordinance No. C- 34648 establishing the City of Spokane Transportation Benefit District (TBD) codified in Chapter 8.16 of the Spokane Municipal Code (SMC); and

WHEREAS, consistent with RCW 36.73.015, SMC 8.16.060 established that the funds generated by the Transportation Benefit District shall be used specifically for annual improvements for the operation, preservation and maintenance of the City's existing transportation improvements, facilities and programs set forth in the six year pavement maintenance program element of the City's 2018-2023 Six Year Comprehensive Street Program, including the minimum allocation of ten percent of the generated revenue to implement pedestrian programs of the 2018-2023 Six Year Comprehensive Street Program; and

WHEREAS, the CTAB has met several times over the past months to review information regarding transportation improvements applicable to the City's two year pavement maintenance program, including various street improvement procedures and methods, as well as pedestrian and bicycle elements of the 2021-2026 Six Year Comprehensive Street Program; and

WHEREAS, on November 20, 2017, the City Council adopted Ord. No. C35559 approving the use of Transportation Benefit District funding for an additional six years based upon the 2018-2023 Six Year Comprehensive Street Program; and

WHEREAS, on June 22, 2020, the City Council approved Resolution No. 2020-0043 adopting the 2021-2026 Six Year Comprehensive Street Program; and

WHEREAS, the CTAB presented its recommendations for funding and project allocation to the Spokane City Council at their January 11, 2021, Urban Development Committee meeting; and

WHEREAS, the City Council, hereby finds it to be in the best interest of the TBD to adopt budget allocations and project prioritization for 2021 consistent with the enabling provisions of state law and the Spokane Municipal Code.

NOW, THEREFORE, BE IT RESOLVED by the Spokane City Council, in its capacity at the TBD Governing Board, that:

Section 1. Approval of budget allocation and project prioritization: The budget allocation and project prioritization as set forth in Exhibit A are approved for the 2021

budget year for the applicable funds generated pursuant to Chapter 36. 73 RCW and RCW 35.21.255, Chapter 8.16 of the Spokane Municipal Code (SMC). The funds shall be allocated to the City of Spokane pursuant to the interlocal agreement entered into between the City and the City of Spokane Transportation Benefit District and allocated and expended as set forth in this resolution.

Section 2. Approved Projects. The revenue from the twenty dollar vehicle fee shall only be expended on transportation projects included within the annual improvements for the operation, preservation and maintenance of the City's existing transportation improvements, facilities and programs set forth in the six year pavement maintenance program element of the City's 2021-2026 Six Year Comprehensive Street Program as adopted pursuant to Resolution 2020-0043 and specifically allocated pursuant to this resolution and Exhibit A.

Passed by the City Council this ____ day of _____, 2021.

City Clerk

Approved as to form:

Assistant City Attorney

Exhibit A

CTAB Recommendation for TBD Board Approval of the 2021 & 2022 Residential Street Maintenance Plan



2021 Residential Project List

Reviewed and Approved at 12/16/20 CTAB Meeting

Proposed NorthEast Project List - District 1					Funding
Project Name	Work Type	Project Cost	Matrix	Source	2021
Pittsburg - Wellesley to Francis	Chip	\$281,300	4.5	TBD	\$281,300
* Wedgewood/Wiscomb/Weile	Grind	\$533,128	7.3	TBD	\$533,128
Standard/Hill N Dale	Grind	\$517,420	6.9	TBD	\$517,420
*Project has some prep work already performed					Total Cost = \$1,331,848

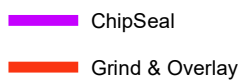
Proposed South Project List - District 2					Funding
Project Name	Work Type	Project Cost	Matrix	Source	2021
Woodland from F to Rosamand Et Al	Chip	\$318,653	6.3	TBD	\$318,653
Howard from 7th to 5th	Grind	\$160,583	11.4	TBD	\$160,583
Manito Bl - 33rd to 29th	Grind	\$241,991	10.2	TBD	\$241,991
* Manito - 22nd to Manito Pl	Grind	\$79,267	10.1	TBD	\$79,267
31st - Bernard to Division	Grind	\$182,450	9.9	TBD	\$182,450
6th Av - Wall to Washington	Grind	\$166,870	9.7	TBD	\$166,870
26th Av - Bernard to Tekoa	Grind	\$267,776	9.4	TBD	\$267,776
*Project has some prep work already performed					Total Cost = \$1,417,590

Proposed NorthWest Project List = District 3					Funding
Project Name	Work Type	Project Cost	Matrix	Source	2021
Woodside from Indian Trail to Lindeke Et Al	Chip	\$631,693	4.8	TBD	\$631,693
Sutherlin - Rowan to Bismark	Grind	\$167,143	8.4	TBD	\$167,143
Dell Dr - Woodside to Five Mile	Grind	\$301,432	8.3	TBD	\$301,432
* Pacific Park/Pamela	Grind	\$507,398	6.9	TBD	\$507,398
*Project has some prep work already performed					Total Cost = \$1,607,666

Work Type				Funding	2021
				Source	
Total Residential Chip Seal & Grind Projects					\$4,357,104
Residential Crack Seal - Misc Areas	Crack			StMt	\$400,000
Micro Overlay Pilot Program	Micro Overlay			TBD	\$200,000
Infill Sidewalk Program	Sidewalk			TBD	\$490,000
Pave Unpaved Roadway Program	Unpaved			StMt	\$700,000
Cook Street Traffic Calming Project	Calming			StMt	\$800,000
Total Program Cost					\$6,947,104
TBD Funds				TBD	\$6,000,000
Street Maintenance				StMt	\$2,000,000
Rollover from last year					\$0
TOTAL Funds Available					\$8,000,000
Rollover to next year					\$1,052,896

TBD Total: \$5,047,104
StMt Total: \$1,900,000

The information contained within this document is under constant revision as scheduling changes.



THIS IS NOT A LEGAL DOCUMENT:
The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.

2022 Residential Project List

Reviewed and Approved at 12/16/20 CTAB Meeting

Proposed NorthEast Project List - District 1					Funding
Project Name	Work Type	Project Cost	Matrix	Source	2022
Napa St from Empire to Rich Et Al	Chip	\$404,273	4.5	StMt	\$404,273
Glass/Courtland/Morton Et Al	Grind	\$478,880	6.2	StMt	\$478,880
Augusta - Ruby to Astor	Grind	\$371,733	8.7	StMt	\$371,733
Sinto - Hamilton to Superior	Grind	\$145,778	8.6	StMt	\$145,778
Sanson - Addison to Cincinnati	Grind	\$180,127	8.4	TBD	\$180,127
Total Cost =					\$1,580,791

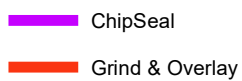
Proposed South Project List - District 2					Funding
Project Name	Work Type	Project Cost	Matrix	Source	2022
42nd Et Al	Chip	\$619,582	5.4	TBD	\$619,582
* Cedar St - 4th to Sprague	Grind	\$533,437	9.2	TBD	\$533,437
Adams - 14th to 6th	Grind	\$461,487	10.6	TBD	\$461,487
*Project has some prep work already performed					Total Cost =
					\$1,614,506

Proposed NorthWest Project List = District 3					Funding
Project Name	Work Type	Project Cost	Matrix	Source	2022
* Bismark Et Al	Grind	\$778,499	7.7	TBD	\$778,499
*Project has some prep work already performed					Total Cost =
					\$778,499

Work Type				Funding	2022
				Source	
Total Residential Chip Seal & Grind Projects					\$3,973,796
Residential Crack Seal - Misc Areas	Crack			TBD	\$400,000
Micro Overlay Pilot Program	Micro Overlay			TBD	
Infill Sidewalk Program	Sidewalk			TBD	\$550,000
Pave Unpaved Roadway Program	Unpaved			StMt	\$700,000
New Sidewalk Program	Sidewalk			TBD	\$600,000
Total Program Cost					\$6,223,796
TBD Funds				TBD	\$3,200,000
Street Maintenance				StMt	\$2,000,000
Rollover from last year					\$1,052,896
TOTAL Funds Available					\$6,252,896
Rollover to next year					\$29,100

TBD Total: **\$4,123,132**
 StMt Total: **\$2,100,664**

The information contained within this document is under constant revision as scheduling changes.



THIS IS NOT A LEGAL DOCUMENT:
The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.

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

02/08/2021

<u>Date Rec'd</u>	1/27/2021
<u>Clerk's File #</u>	ORD C36008
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	
<u>Submitting Dept</u>	ACCOUNTING
<u>Contact Name/Phone</u>	MICHELLE HUGHES X6320
<u>Contact E-Mail</u>	MHUGHES@SPOKANECITY.ORG
<u>Agenda Item Type</u>	First Reading Ordinance
<u>Agenda Item Name</u>	5600 - ORDINANCE FOR EMERGENCY RENTAL ASSISTANCE FUND

Agenda Wording

Establish a special revenue fund to be known as the "Emergency Rental Assistance Fund" into which shall be deposited funds generated from the U.S. Department of Treasury Emergency Rental Assistance Program.

Summary (Background)

Establish a special revenue fund to be known as the "Emergency Rental Assistance Fund" into which shall be deposited funds generated from the U.S. Department of Treasury Emergency Rental Assistance Program established by federal law under Section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (December 27, 2020) (the "Act") as well as other state and federal sources.

Lease? NO	Grant related? YES	Public Works? NO
<u>Fiscal Impact</u>		<u>Budget Account</u>
Neutral \$ \$0.00		# Various
Select \$		#
Select \$		#
Select \$		#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	HUGHES, MICHELLE	<u>Study Session\Other</u>	F&A Committee 1-25-2021
<u>Division Director</u>	WALLACE, TONYA	<u>Council Sponsor</u>	CM Mumm
<u>Finance</u>	HUGHES, MICHELLE	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE	mhughes@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	sstopher@spokanecity.org	
<u>Additional Approvals</u>		laga@spokanecity.org	
<u>Purchasing</u>		ablain@spokanecity.org	
<u>GRANTS, CONTRACTS & PURCHASING</u>	STOPHER, SALLY		

Briefing Paper

FINANCE AND ADMINISTRATION

Division & Department:	City Council
Subject:	Ordinance for Emergency Rental Assistance Fund
Date:	1-20-2021
Contact (email & phone):	Michelle Hughes; mhughes@spokanecity.org ; 509-625-6320
City Council Sponsor:	CM Mumm
Executive Sponsor:	Tonya Wallace
Committee(s) Impacted:	Finance and Administration
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment:	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	
<u>Background/History:</u>	
<u>Executive Summary:</u> Establish a special revenue fund to be known as the “Emergency Rental Assistance Fund” into which shall be deposited funds generated from the U.S. Department of Treasury Emergency Rental Assistance Program established by federal law under Section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (December 27, 2020) (the “Act”) as well as other state and federal sources.	
<u>Budget Impact:</u> TOTAL COST: Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<u>Operations Impact:</u> Consistent with current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

ORDINANCE NO. C36008

AN ORDINANCE relating to the creation of an Emergency Rental Assistance Fund; adopting a new section 7.08.154 to chapter 7.08 of the Spokane Municipal Code.

The City of Spokane does ordain:

Section 1. That there is adopted a new section 7.08.154 to chapter 7.08 of the Spokane Municipal Code to read as follows:

7.08.154 Emergency Rental Assistance Fund

There is established a special revenue fund to be known as the “Emergency Rental Assistance Fund” into which shall be deposited funds generated from the U.S. Department of Treasury Emergency Rental Assistance Program established by federal law under Section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (December 27, 2020) (the “Act”) as well as other state and federal sources.

The fund will be used consistent with the provisions of the Act as currently adopted or as may be subsequently amended, which includes providing assistance through existing or newly created rental assistance programs to eligible households unable to pay rent and utilities due to the COVID-19 pandemic, which shall include utility and home energy costs.

PASSED by the City Council on _____, 2021.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

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

02/08/2021

Date Rec'd

1/27/2021

Clerk's File #

ORD C36009

Renews #**Submitting Dept**DSC, CODE ENFORCEMENT &
PARKING SERVICES**Cross Ref #****Contact Name/Phone**

ELDON BROWN 6305

Project #**Contact E-Mail**

EBROWN@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

4700 – AMENDING ORDINANCE C-16202

Agenda Wording

Amending Ordinance to release unnecessary easements that encumber property.

Summary (Background)

The owner of 1008 S Julia St. is in the process of subdividing through a Short Plat and would like to release easements that are no longer necessary. Easement holders have been contacted and are on board with the release.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

BECKER, KRIS

Study Session\Other

UE 12-14-2020

Division Director

BECKER, KRIS

Council Sponsor

CM Lori Kinnear

Finance

ORLOB, KIMBERLY

Distribution List**Legal**

RICHMAN, JAMES

edjohnson@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

ebrown@spokanecity.org

Additional Approvals

kbecker@spokanecity.org

Purchasing

jwest@spokanecity.org

City of Spokane
City Clerk's Office
808 West Spokane Falls Blvd.
Spokane, WA 99201-3342
(509) 625-6350

ORDINANCE NO. C-36009

An ordinance amending Ordinance C-16202 that vacated Third Avenue in the City of Spokane, from the west line of "A" Street to the east line of Audubon Street, and vacating Tenth Avenue from the west line of Julia Street to the east line of Rebecca Street.

The City of Spokane does ordain:

Section 1. That Third Avenue, in the City of Spokane from the west line of "A" Street to the east line of Audubon Street, be, and the same is hereby vacated: Provided, however, that the city reserves to itself an easement in said vacated land for the construction, operation and maintenance of a sewer therein, together with the right at all times to enter upon said premises for the purpose of making an necessary repairs to or replacement of said sewer.

Section 2. That Tenth Avenue, in the City of Spokane, from the west line of Julia Street to the east line of Rebecca Street, be, and the same is hereby vacated: ~~((Provided, however, that the city retains an easement or the right to exercise and grant easements in respect to the vacated land for the maintenance of a telephone plant as the same now exists))~~

Section 3. That this ordinance shall take effect and be in force thirty days from and after its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to Form:

Assistant City Attorney

Mayor

Date: _____


Effective Date: _____

Easement Elimination



Vacated 10th Avenue
between Rebecca St. and Julia St.

Legend

 Vacation Ord. C-16202



Agenda Sheet for City Council Meeting

of:

02/08/2021

Date Rec'd

1/27/2021

Clerk's File #

ORD C36010

Renews #

Cross Ref #

Submitting Dept

DSC, CODE ENFORCEMENT &
PARKING SERVICES

Contact Name/Phone

ELDON BROWN 6305

Contact E-Mail

EBROWN@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Agenda Item Name

4700 – AMENDING ORDINANCES C-22392

Agenda Wording

Amending Ordinances to release unnecessary easements that encumber property.

Summary (Background)

The Developer of the Crystal Ridge Subdivision would like to release easements that are no longer are necessary. Easement holders have been contacted and are on board with the release.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Budget Account

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

Approvals

Council Notifications

Dept Head

BECKER, KRIS

Study Session\Other

UE 12-14-2020

Division Director

BECKER, KRIS

Council Sponsor

CP Betsy Wilkerson

Finance

ORLOB, KIMBERLY

Distribution List

Legal

RICHMAN, JAMES

edjohnson@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

ebrown@spokanecity.org

Additional Approvals

kbecker@spokanecity.org

Purchasing

City of Spokane
City Clerk's Office
808 West Spokane Falls Blvd.
Spokane, WA 99201-3342
(509) 625-6350

ORDINANCE NO. C-36010

An ordinance amending Ordinance C-22392 that vacated Cochran Street from a point 270 feet south of the south line of Sixteenth Avenue, City and County of Spokane, Washington.

WHEREAS, a petition for the vacation of the below described property having been filed with the City Clerk by owners of more than two-thirds of the property abutting that sought to be vacated and a hearing having been held thereon before the City Council of the City of Spokane in accordance with Law; and

WHEREAS, the City Council of the City of Spokane having found that the public use and benefit will be served; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That Cochran Street from a point 270 south of the south line of Sixteenth Avenue to the south line of Sixteenth Avenue, City and County of Spokane, Washington, be and the same is hereby vacated. ~~((,subject to the reservation of easement for existing Pacific Northwest Bell Telephone Company Facilities.))~~

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to Form:

Assistant City Attorney

Mayor

Date: _____

Effective Date: _____

Easement Elimination

W 16th Ave

S Cochran St

S Nettleton Ln

W 17th Ln



S Canyon Woods Ln

0 50 100 150 Feet



Eastments reserved under Vacation Ordinances
C-22392 & C-22392 to be released

Legend

-  Vacation Ord C-22393
-  Ordinance Ord C-22392



Agenda Sheet for City Council Meeting

of:

02/08/2021

Date Rec'd

1/27/2021

Clerk's File #

ORD C36011

Renews #

Cross Ref #

Submitting Dept

DSC, CODE ENFORCEMENT &
PARKING SERVICES

Contact Name/Phone

ELDON BROWN 6305

Contact E-Mail

EBROWN@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Agenda Item Name

4700 – AMENDING ORDINANCES C-22393

Agenda Wording

Amending Ordinances to release unnecessary easements that encumber property.

Summary (Background)

The Developer of the Crystal Ridge Subdivision would like to release easements that are no longer are necessary. Easement holders have been contacted and are on board with the release.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Budget Account

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

Approvals

Council Notifications

Dept Head

BECKER, KRIS

Study Session\Other

UE 12-14-2020

Division Director

BECKER, KRIS

Council Sponsor

CP Betsy Wilkerson

Finance

ORLOB, KIMBERLY

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Additional Approvals

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Purchasing

City of Spokane
City Clerk's Office
808 West Spokane Falls Blvd.
Spokane, WA 99201-3342
(509) 625-6350

ORDINANCE NO. C-36011

An ordinance amending Ordinance C-22393 that vacated Cochran Street from a point 270 feet south of the south line of Sixteenth Avenue to the north line of Seventeenth Avenue AND of Seventeenth Avenue from the easterly right of way line of the Burlington Northern Inc. (formerly Spokane, Portland, & Seattle Railway) to the westerly right of way line of the Union Pacific Railroad (formerly the Oregon, Washington Railway & Navigation Co.), City and County of Spokane, Washington.

WHEREAS, a petition for the vacation of the below described property having been filed with the City Clerk by owners of more than two-thirds of the property abutting that sought to be vacated and hearing having been held thereon before the City Council of the City of Spokane in accordance with law, and

WHEREAS, the City Council of the City of Spokane having found that the public use and benefit will be served, - Now, Therefore,

The City of Spokane does ordain:

Section 1. That Cochran Street from a point 270 south of the south line of Sixteenth Avenue to the north line of Seventeenth Avenue AND of Seventeenth Avenue from the easterly right of way line of the Burlington Northern Inc. (formerly Spokane, Portland, & Seattle Railway) to the westerly right of way line of the Union Pacific Railroad (formerly the Oregon, Washington Railway & Navigation Co.), City and County of Spokane, Washington, be and the same is hereby vacated. ~~((, subject to the reservation of easement for existing Pacific Northwest Bell Telephone Company facilities.))~~

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to Form:

Assistant City Attorney

Mayor

Date: _____

Effective Date: _____

Easement Elimination

W 16th Ave

S Cochran St

S Nettleton Ln

W 17th Ln



S Canyon Woods Ln

0 50 100 150 Feet



Eastments reserved under Vacation Ordinances
C-22392 & C-22392 to be released

Legend

-  Vacation Ord C-22393
-  Ordinance Ord C-22392