

## CITY OF SPOKANE



### REGARDING CITY COUNCIL MEETINGS

Notice is hereby given that City Council has resumed in-person meetings. City Council's standing committee meetings, Briefing Sessions, Legislative Sessions and study sessions are held in City Council Chambers – Lower Level of City Hall, 808 W. Spokane Falls Blvd.

City Council Members, City staff, presenters and members of the public will still have the option to participate virtually via WebEx during all meetings, with the exception of Executive Sessions which are closed to the public. Call in information for the May 8, 2023, meetings is below. All meetings will continue to be streamed live on Channel 5 and online at <https://my.spokanecity.org/citycable5/live> and <https://www.facebook.com/spokanecitycouncil>.

#### **WebEx call in information for the week of May 8, 2023:**

3:30 p.m. Briefing Session: 1-408-418-9388; access code: 2497 452 1932; password: 0320

6:00 p.m. Legislative Session: 1-408-418-9388; access code: 2482 844 1652; password: 0320

Thursday Study Session: 1-408-418-9388; access code: 2490 239 4174; password: 0320

#### **To participate in public comment (including Open Forum):**

Testimony sign up is open from 5:00-6:00 p.m. on Monday, May 8, 2023. You must sign up by 6:00 p.m. to be called on to testify. Those wishing to give testimony virtually can sign up between 5:00-6:00 p.m. at <https://forms.gle/Vd7n381x3seaL1NW6>. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) Instructions for participation are provided on the form when you sign up.

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 of interest not relating to 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.

**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 public testimony on legislative items (two minutes for open forum)!**

**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**

- A. At the 6:00 p.m. legislative session, prior to the consideration of consent or legislative items, the Council shall hold an open forum unless a majority of Council Members vote otherwise. The open forum shall have 15 (fifteen) spaces of two minutes each available and members of the public who have not spoken during open forum during that calendar month will be prioritized for spaces ahead of those who have spoken during that calendar month.
- B. Members of the public can sign up for open forum in the hour preceding the legislative session, or at the conclusion of the briefing session, whichever is later, via the virtual testimony form linked in the meeting packet or in person outside Council Chambers. Each speaker must sign themselves using their true first and last name. Members of the public who are unable to sign up during the sign up period or who attempt to sign up late will not be added to the list of speakers. The order of the speakers will be determined at the discretion of the chair. Each speaker shall be limited to no more than two minutes unless a majority of the Council Members in attendance vote on an alternate time limit.
- C. No action, other than a statement of Council Members' intent to address the matter in the future, points of order, or points of information will be taken by Council Members during an open forum.
- D. The open forum is a limited public forum and all matters discussed in the open forum shall relate to the affairs of the City. No person shall be permitted to speak in open forum regarding items on that week's current agenda or the next week's advanced agenda, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during open forum shall address their comments to the Council President and shall maintain decorum as laid out in Rule 2.15(E). Legal or personal matters between private parties that do not impact the governance of the City of Spokane are not a permissible topic of open forum testimony.

**Rule 2.7 SERVICE ANIMALS AT CITY COUNCIL MEETINGS**

- A. For purposes of these Rules, only dogs that are individually trained to do work or perform tasks for a person with a disability are recognized as service animals. Dogs or other animals whose sole function is to provide comfort or emotional support do not qualify as service animals under these Rules. Service animals are permitted to accompany people with disabilities in City Council meetings, as well as all areas where members of the public are allowed to go.
- 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 2.15 PARTICIPATION OF MEMBERS OF THE PUBLIC IN COUNCIL MEETINGS**

- A. Members of the public may address the Council regarding the following items during the Council's legislative session: the consent agenda as a whole, all first reading ordinances together (with the exception of first reading ordinances associated with Hearings, which shall be taken separately), final readings of regular and special budget ordinances, emergency ordinances, special consideration items, hearing items, and other items before the City Council requiring Council action, except those that are adjudicatory or solely administrative in nature. This rule shall not limit the public's right to speak on issues that are not part of the current or advanced agendas during 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. Council Members must be recognized by the chair for the purpose of obtaining the floor.

- C. Each person speaking in a public Council meeting shall verbally identify themselves by true first and last 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 obscene speech, physically pounding the dais or other furniture, yelling, or personal comments or verbal insults about any individual will be permitted.
- F. A speaker asserting a statement of fact may be asked by a Council Member 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, shall refrain from remarks directed personally to any Council Member or any other individual, and shall confine remarks to the matters that are specifically before the Council at that time.
- H. City employees may participate in public comment, including open forum, providing they are in compliance with the City of Spokane Code of Ethics and they do the following:
  1. Announce at the beginning of their testimony that they are there in their personal capacity or their capacity as a member of a relevant board, commission, committee or community group;
  2. Protect confidential information, including, but not limited to, confidential financial information and attorney-client communications;
  3. Do not use, or be perceived to use, City funds, including giving testimony during paid work time or while in uniform; or City property, including using a City-issued computer or cell phone, in giving testimony.
- I. 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 and avoiding unlawful harassment 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's Director of Policy and Government Relations 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. All persons attending City Council Meetings or City Council sponsored meetings shall refrain from unlawfully harassing other attendees or risk being removed and/or prohibited from attending future meetings.

**Rule 2.16 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS – TIME LIMITS**

- A. Members of the public can sign up to give testimony in the hour preceding the legislative session, or at the conclusion of the briefing session, whichever is later, via the virtual testimony form linked in the meeting packet or in person outside Council Chambers. Each speaker must sign themselves using their true first and last name. Members of the public who are unable to sign up during the sign up period or who attempt to sign up late will not be added to the list of speakers. The order of the speakers shall be determined at the discretion of the chair.
- B. The City Council shall take public testimony on all matters included on its legislative agenda as described at Rule 2.15(A), with those exceptions stated in Rule 2.16(B). Public testimony shall be limited to the final Council action, except that public testimony shall be allowed at the first reading of ordinances. Public testimony shall be limited to three (3) minutes per speaker unless the time limit is adjusted by a majority vote of the Council. The chair may allow additional time if the speaker is asked to respond to questions from the Council. Public testimony and consideration of an item may be extended to a subsequent meeting by a majority vote of the Council.
- C. No public testimony shall be taken on amendments to consent or legislative agenda items, votes to override a Mayoral veto, or solely procedural, parliamentary, or administrative matters of the Council.
- D. Public testimony will be taken on consent and legislative items that are moved to Council's regular briefing session or study session unless a majority of Council votes otherwise during the meeting in which the items are moved.
- E. For legislative or hearing items that may affect an identifiable individual, association, or group, the following procedure may be implemented at the discretion of the Council President:

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 may 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 may be granted to the designated representative for each side, the proponents speaking first, the opponents speaking second.
  2. In the event the party or parties representing one side of an issue has a designated representative and the other side does not, the chair shall publicly ask the unrepresented side if they wish to designate one or more persons to utilize the time allotted for the designated representative. If no such designation is made, each person wishing to speak on behalf of the unrepresented side shall be granted three (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.
  4. In the event that the side for which individuals wish to speak is not identified, those wishing to give testimony shall be granted three (3) minutes to present their position after all sides have made their initial presentations and before each side's rebuttal period.
- F. The time taken for staff or Council Member questions and responses thereto shall be in addition to the time allotted for any individual or designated representative's testimony.
- G. Testimony may also be submitted by mail to City Council Office, Spokane City Hall, 808 W. Spokane Falls Blvd., Spokane, WA, 99201, by email to all Council Members, or via the Contact form on the Council's website.

# THE CITY OF SPOKANE



## ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, MAY 8, 2023

### **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 JONATHAN BINGLE**

**COUNCIL MEMBER LORI KINNEAR**

**COUNCIL MEMBER BETSY WILKERSON**

**COUNCIL MEMBER MICHAEL CATHCART**

**COUNCIL MEMBER KAREN STRATTON**

**COUNCIL MEMBER ZACK ZAPPONE**

**CITY COUNCIL CHAMBERS  
CITY HALL**

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

## **LAND ACKNOWLEDGEMENT**

We acknowledge that we are on the unceded land of the Spokane people. And that these lands were once the major trading center for the Spokanes as they shared this place and welcomed other area tribes through their relations, history, trade, and ceremony. We also want to acknowledge that the land holds the spirit of the place, through its knowledge, culture, and all the original peoples Since Time Immemorial.

As we take a moment to consider the impacts of colonization may we also acknowledge the strengths and resiliency of the Spokanes and their relatives. As we work together making decisions that benefit all, may we do so as one heart, one mind, and one spirit.

We are grateful to be on the shared lands of the Spokane people and ask for the support of their ancestors and all relations. We ask that you recognize these injustices that forever changed the lives of the Spokane people and all their relatives.

We agree to work together to stop all acts of continued injustices towards Native Americans and all our relatives. It is time for reconciliation. We must act upon the truths and take actions that will create restorative justice for all people.

Adopted by Spokane City Council on the 22nd day of March, 2021  
*via Resolution 2021-0019*

## BRIEFING AND LEGISLATIVE SESSIONS

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. Pursuant to Council Rule 2.16.C, public testimony will be taken on consent and legislative items that are moved to Council's regular Briefing Session unless a majority of Council votes otherwise during the meeting in which the items are moved. The Legislative Session is also open to the public and public comment will be taken on Legislative Session items, except those that are adjudicatory or solely administrative in nature. Following the conclusion of the Legislative Agenda, an Open Forum will be held unless a majority of Council Members vote otherwise. Please see additional Open Forum information that appears at the end of the City Council agenda.

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.

### 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. Council Members must be recognized by the chair for the purpose of obtaining the floor.
- Each person speaking at the public microphone shall verbally identify themselves by their true first and last name, city of residency and, if appropriate, representative capacity.
- 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. (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.
- When addressing the Council, members of the public shall direct all remarks to the Council President, shall refrain from remarks directed personally to any Council Member or any other individual, and shall continue to the matters that are specifically before the Council at that time.
- City staff may participate in public comment, including open forum, providing they are in compliance with the City of Spokane Code of Ethics and they follow the steps outlined in the City Council Rules of Procedure.

**SPEAKING TIME LIMITS:** Unless the time limit is adjusted by a majority vote of the Council, each person addressing the Council shall be limited to a two-minute speaking time during Open Forum and a three-minute speaking time for other matters. The chair may allow additional time if the speaker is asked to respond to questions from the Council. Public testimony and consideration of an item may be extended to a subsequent meeting by a majority vote of the Council. Note: No public testimony shall be taken on amendments to consent or legislative agenda items, or solely procedural, parliamentary, or administrative matters of the Council, including veto overrides.

**CITY COUNCIL AGENDA:** The City Council Advance and Current Agendas may be obtained prior to Council Meetings by accessing the City website at <https://my.spokanecity.org>.

# **BRIEFING SESSION**

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)  
(No Public Testimony Taken)

**ROLL CALL OF COUNCIL**

**INTERVIEWS OF NOMINEES TO BOARDS AND COMMISSIONS**

**COUNCIL OR STAFF REPORTS OF MATTERS OF INTEREST**

**ADVANCE AGENDA REVIEW (Staff or Council Member briefings and discussion)**

**APPROVAL BY MOTION OF THE ADVANCE AGENDA**

**CURRENT AGENDA REVIEW (Presentation of any new background information and discussion of any adjustments)**

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# **EXECUTIVE SESSION**

(Closed Session of Council)

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

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# **LEGISLATIVE SESSION**

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

**PLEDGE OF ALLEGIANCE**

**WORDS OF INSPIRATION AND SPECIAL INTRODUCTIONS**

**ROLL CALL OF COUNCIL**

**COUNCIL AND COMMITTEE REPORTS**

(Committee Reports for City Council Standing Committees and other Boards and Commissions)

**PROCLAMATIONS AND SALUTATIONS**

**REPORTS FROM NEIGHBORHOOD COUNCILS AND/OR OTHER CITY-SPONSORED  
COMMUNITY ORGANIZATIONS**

**ANNOUNCEMENTS**

(Announcements regarding Changes to the City Council Agenda)



# NO BOARDS AND COMMISSIONS APPOINTMENTS

## ADMINISTRATIVE REPORTS

### OPEN FORUM

At each meeting, before the consideration of the Consent Agenda, the Council shall hold an open public comment period for up to 15 (fifteen) speakers. Each speaker is limited to no more than two minutes. In order to participate in Open Forum, you must sign up by 6:00 p.m. If more than 15 (fifteen) speakers wish to participate in Open Forum, members of the public who have not spoken during that calendar month will be prioritized. A sign-up form will be available on the day of the meeting from 5:00-6:00 p.m. outside of Council Chambers for in-person attendees. Virtual sign up is open between 5:00-6:00 p.m. at <https://forms.gle/Vd7n381x3seaL1NW6>. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) Instructions for virtual participation are provided on the form when you sign up. 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 of interest not relating to 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.

## CONSENT AGENDA

### REPORTS, CONTRACTS AND CLAIMS

### RECOMMENDATION

- |    |  |         |                              |
|----|--|---------|------------------------------|
| 1. | Five-year Value Blanket with Allied Envelope (Spokane) for the purchase of envelopes for multiple City departments from May 15, 2023, through May 14, 2028—\$100,000 annually (plus tax.) (Council Sponsor: Council Member Bingle)<br><b>Brian Coddington</b>  | Approve | OPR 2023-0462<br>RFQ 5862-23 |
| 2. | Purchase of traffic paint for the Street Department utilizing Washington State Contract No. 02817 and Pierce County Contract No. SC-109061—\$150,000. (Council Sponsor: Council Member Kinnear)<br><b>Clint Harris</b>   | Approve | OPR 2023-0463                |
| 3. | Amendment to previously-authorized Purchase from Salt Distributors, Inc. (Spokane Valley, WA) for additional road salt for the Street Department utilizing Washington State Contract No. 11021 due to unanticipated winter conditions—additional \$42,255.27. Total purchase amount: \$182,255.27. (Council Sponsors: Council Members Kinnear and Bingle)<br><b>Clint Harris</b> | Approve | OPR 2022-0899                |
| 4. | Amendment to Value Blanket with GMCO (formerly Roadwise) for additional liquid deicer for the Street   | Approve | OPR 2022-0165                |

Department utilizing pricing on Washington State Contract No. 02714 due to unanticipated winter conditions—additional \$172,644.76. Total purchase amount: \$1,672,644.76. (Council Sponsors: Council Members Kinnear and Bingle)

**Clint Harris**

- |                      |  |         |                               |
|----------------------|--|---------|-------------------------------|
| 5.                   | Purchase from Dobbs Peterbilt (Liberty Lake, WA) of three rear load truck chassis and Labrie rear load bodies for the Solid Waste Collection Department utilizing Sourcewell Contract Crane Carrier Company #060920 - Labrie #091219LEG—estimated expenditure \$1,500,000. (Council Sponsors: Council Members Kinnear and Bingle)          | Approve | OPR 2023-0464                 |
| <b>Rick Giddings</b> |  |         |                               |
| 6.                   | Three-year Contract with Maas Energy Works (Redding, CA) to supply renewable natural gas for use in our Solid Waste Collections Fleet and to assist the City in receiving associated alternative fuel credits—\$230,000 estimated revenue annually. (Council Sponsors: Council Members Kinnear and Bingle)                                 | Approve | OPR 2023-0465<br>RFP 5849-23  |
| <b>Rick Giddings</b> |  |         |                               |
| 7.                   | Five-year Value Blanket with Two Rivers Terminal, LLC (Pasco, WA) for the purchase of Citric Acid 50% solution for the Riverside Park Water Reclamation Facility on an as-needed basis from May 8, 2023, through May 7, 2028—\$987,812.50. (Council Sponsor: Council Member Kinnear)   | Approve | OPR 2023-0466<br>ITB 5869-23  |
| <b>Mike Cannon</b>   |  |         |                               |
| 8.                   | Fleet Services request to amend OPR 2022-0572 to change which vehicles are to be purchased as follows: purchase up to 46 Ford K8 Police Interceptors, ordering primarily the electric hybrid model over the standard internal combustion model as manufacturing constraints allow. (Council Sponsors: Council Members Cathcart and Bingle) | Approve | OPR 2022-0572                 |
| <b>Thea Prince</b>   |  |         |                               |
| 9.                   | Master Contract Renewal 2 of 2 with F.A. Bartlett Tree Expert Company (Spokane Valley, WA) for arborist on-call services for multiple City departments from May 1, 2023, through April 30, 2024—not to exceed \$250,000. (Council Sponsor: Council Member Wilkerson)   | Approve | OPR 2020-0359<br>IRFP 5239-20 |
| <b>Thea Prince</b>   |  |         |                               |
| 10.                  | Amendment to Consultant Agreement with HDR Engineering, Inc. (Spokane) for On-Call Civil Engineering Services for 2021-2023 non-federal aid projects from August 16, 2021, through July 31, 2023—additional \$300,000. Total contract  | Approve | OPR 2021-0528<br>ENG 2021090  |

amount: \$700,000. (Council Sponsor: Council Member Kinnear)

**Dan Buller**

- |     |   |         |                              |
|-----|---|---------|------------------------------|
| 11. | <p><u>Low Bid of (to be determined at bid opening to be held on May 1, 2023) (City, ST) for Garland Avenue Pathway, Shaw Middle School project—\$_____.</u> An administrative reserve of \$_____, which is 10% of the contract price, will be set aside. (Hillyard Neighborhood) (Council Sponsor: Council Member Kinnear)</p> <p><b>Dan Buller</b></p> | Approve | OPR 2023-0467<br>ENG 2021084 |
| 12. | <p><u>Low Bid of (to be determined at bid opening to be held on 5/1/23) (City, ST) for High System Additional Reservoir project—\$_____.</u> An administrative reserve of \$_____, which is 10% of the contract price, will be set aside. (Southgate Neighborhood) (Council Sponsor: Council Member Kinnear)</p> <p><b>Dan Buller</b></p>               | Approve | OPR 2023-0468<br>ENG 2017108 |
| 13. | <p>Special Counsel Contract Amendment No. 2 with Craig Trueblood of the Law Firm K&amp;L Gates, LLP (Spokane) for outside counsel services regarding the appeal of the City’s NPDES permit—additional \$100,000. Total contract amount: \$250,000. (Council Sponsor: Council Member Kinnear)</p> <p><b>Lynden Smithson / Elizabeth Schoedel</b></p>     | Approve | OPR 2022-0644                |
| 14. | <p>Value Blanket with CompuNet for the purchase of Cisco hardware products and license subscriptions without bringing each purchase over the City purchase limit of \$50,000 to City Council for approval—\$450,000 (incl. tax). (Council Sponsor: Council Member Bingle)</p> <p><b>Michael Sloon</b></p>   | Approve | OPR 2023-0469                |
| 15. | <p>Contract with Journal Technologies, Inc. (JTI) (Logan, UT) for annual maintenance &amp; support of City's Legal Case Management System (eSeries) from March 1, 2023, through February 28, 2024—\$150,719.62 (plus tax). JTI was deemed a Sole Source provider. (Council Sponsor: Council Member Bingle)</p> <p><b>Michael Sloon</b></p>              | Approve | OPR 2023-0470                |
| 16. | <p>Contract Renewal with Carahsoft, Inc. (Reston, VA) for Salesforce licenses including annual maintenance and support from May 1, 2023, through April 30, 2024—\$122,633.11 (plus tax). (Council Sponsor: Council Member Bingle)</p> <p><b>Michael Sloon</b></p>   | Approve | OPR 2019-0293<br>RFP 4481-18 |
| 17. | <p>Memorandum of Understanding and Agreement with Spokane Neighborhood Action Programs to establish and manage a program for applicant qualification verification services to provide transparent and fair utility bill cost relief to City customers from May 1, 2023,</p>   | Approve | OPR 2023-0471                |

through April 30, 2026—\$352,000. (Council Sponsor: Council Member Kinnear)

**Corin Morse**

- |                        |  |                     |               |
|------------------------|--|---------------------|---------------|
| 18.                    | Assistance Awards in accordance with the approved Tranche 3 of ARPA Allocations Small Business Assistance Awards to 28 additional local small businesses due to extension of Round 1—additional \$710,479.43. Total Round 1 awards: \$2,061,806.60. (Council Sponsors: Council Members Stratton and Wilkerson) | Approve             | OPR 2023-0078 |
| <b>Michelle Murray</b> |  |                     |               |
| 19.                    | New Access Agreement allowing for the continuation of access to an existing cell tower near the Dwight Merkel Sports Complex. (Council Sponsor: Council Member Stratton)   | Approve             | OPR 2023-0472 |
| <b>Dave Steele</b>     |  |                     |               |
| 20.                    | Report of the Mayor of pending:  | Approve & Authorize |               |
|                        | a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2023, total \$ _____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$ _____.  | Payments            | CPR 2023-0002 |
|                        | Payroll claims of previously approved obligations through _____, 2023: \$ _____.   |                     | CPR 2023-0003 |
| 21.                    | City Council Meeting Minutes: _____, 2023.   | Approve All         | CPR 2023-0013 |

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## LEGISLATIVE AGENDA

### SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinance C36381 amending Ordinance No. C36345 passed by the City Council December 12, 2022, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2023, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2023, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

Real Estate Excise Tax Fund

- 1) Increase appropriation by \$1,000,000.

A) Of the increased appropriation, \$1,000,000 is provided solely as an operating transfer-out to the Capital Facilities Fund.

(and)

**Capital Facilities Fund**

1) Increase revenue by \$1,000,000.

A) Of the increased revenue, \$1,000,000 is provided solely as an operating transfer-in from the Real Estate Excise Tax Fund.

2) Increase appropriation by \$1,000,000.

A) Of the increased appropriation, \$1,000,000 is provided solely for capital expenditures related to the permanent construction of restroom and shower facilities at TRAC.

(This action arises from the need to make capital improvements at TRAC for eventual cost savings.) (Council Sponsors: Council Members Stratton and Kinnear)

**Kim McCollim**

**NO EMERGENCY ORDINANCES**

**RESOLUTIONS**

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2022-0035 Reducing the speed limit on certain arterials to a seasonal Playground 20 miles per hour, as identified in Exhibit A attached to the resolution. (Council Sponsors: Council Members Kinnear and Bingle)

**Clint Harris**

RES 2022-0036 Reducing the speed limit on Belt Street, from 30 miles per hour (mph) to a year-round Playground 20 miles per hour (mph), from 30 feet south of Rockwell Avenue to Wellesley Avenue. (Council Sponsors: Council Members Kinnear and Bingle)

**Clint Harris**

**NO FINAL READING ORDINANCES**

**FIRST READING ORDINANCES**

ORD C36383 Relating to Water; amending SMC section 13.04.2025 of chapter 13.04 of the Spokane Municipal Code; and setting an effective date. (Council Sponsors: Council President Beggs and Council Members Kinnear and Bingle)

**Katherine Miller**

**FURTHER ACTION DEFERRED**

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## SPECIAL CONSIDERATIONS

### RECOMMENDATION

- |     |  |         |               |
|-----|--|---------|---------------|
| S1. | City Council letter to Michelle Weatherly at the Washington State Department of Health regarding the Spokane Regional Health District’s proposed relocation of the Opioid Treatment Center. (Deferred from April 24, 2023, Agenda) (Council Sponsors: Council President Beggs and Council Member Wilkerson)<br><b>Chris Wright</b> | Approve | CPR 2023-0016 |
|-----|--|---------|---------------|

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## NO HEARINGS

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**Motion to Approve Advance Agenda for May 8, 2023**  
(per Council Rule 2.1.2)

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### ADJOURNMENT

The May 8, 2023, Regular Legislative Session of the City Council is adjourned to May 15, 2023.

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

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## NOTES



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

05/08/2023

<b>Date Rec'd</b>	4/26/2023
<b>Clerk's File #</b>	OPR 2023-0462
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	RFQ 5862-23
<b>Requisition #</b>	VALUE BLANKET

<b>Submitting Dept</b>	COMMUNICATIONS & MARKETING
<b>Contact Name/Phone</b>	BRIAN 625-6740 CODDINGTON
<b>Contact E-Mail</b>	BCODDINGTON@SPOAKNECITY.ORG
<b>Agenda Item Type</b>	Purchase w/o Contract
<b>Agenda Item Name</b>	5400 - CITY WIDE ALLIED ENVELOPE VALUE BLANKET

**Agenda Wording**

Value Blanket with Allied Envelope for the purchase of envelopes for the City. Value Blanket term will be 5 years beginning 5/15/2023 - 5/14/2028 for a total amount not to exceed \$100,000 plus sales tax annually.

**Summary (Background)**

Allied Envelope was awarded winner of RFQ 5862-23. City of Spokane requested quotes for an order of 1 million #10 envelopes with custom window and 950,000 #9 regular envelopes for the Utility Billing department. The vendor was also awarded with supplying envelopes for other City-wide department orders.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Expense	\$ 100,000 (plus sales tax) annually
Select	\$
Select	\$
Select	\$

**Budget Account**

#	Various Codes
#	
#	
#	

**Approvals**

<b>Dept Head</b>	CODDINGTON, BRIAN
<b>Division Director</b>	CODDINGTON, BRIAN
<b>Finance</b>	BUSTOS, KIM
<b>Legal</b>	HARRINGTON, MARGARET
<b>For the Mayor</b>	KIRK, JESSICA

**Council Notifications**

<b>Study Session\Other</b>	PIES Committee 4/24/2023
<b>Council Sponsor</b>	CM Bingle
<b>Distribution List</b>	Accounting - ywang@spokanecity.org
	Contract Accounting - ddaniels@spokanecity.org
	Repro - fespinoza@spokanecity.org
	Purchasing - cplascencia@spokanecity.org
	IT - itadmin@spokanecity.org
	Tax & License
	Allied - dpierce@allied-envelope.com

**Additional Approvals**

<b>Purchasing</b>	NECHANICKY, JASON

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability (PIES)

<b>Submitting Department</b>	Communications
<b>Contact Name &amp; Phone</b>	Brian Coddington, 625-6740
<b>Contact Email</b>	bcoddington@spokanecity.org
<b>Council Sponsor(s)</b>	CM Bingle
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested: 4/24/2023
<b>Agenda Item Name</b>	5400 - City Wide Allied Envelope Value Blanket
<b>Summary (Background)</b>	Value Blanket with Allied Envelope for the purchase of Envelopes throughout the year. Allied Envelope was awarded winner of RFQ 5862-23. Value Blanket term will be 5 years beginning 5/15/2023 – 5/14/2028 for a total amount not to exceed \$100,000.00 plus sales tax annually.
<b>Proposed Council Action &amp; Date:</b>	Pass Council on 5/08/2023
<p><b>Fiscal Impact:</b> \$100,000 plus sales tax annually  Total Cost: \$ \$100,000 plus sales tax annually  Approved in current year budget?    <input type="checkbox"/> Yes    <input type="checkbox"/> No    <input checked="" type="checkbox"/> N/A</p> <p>Funding Source            <input type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring  Various Accounts  Specify funding source:  Various Accounts  Expense Occurrence    <input type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring</p> <p>Other budget impacts:</p>	
<b>Operations Impacts</b>	
<p>What impacts would the proposal have on historically excluded communities?  N/A</p>	
<p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?  N/A</p>	
<p>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?  N/A</p>	
<p>Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?  N/A</p>	





< Business Lookup

**License Information:**

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

**Entity name:** ALLIED ENVELOPE COMPANY - SPOKANE

**Business name:** ALLIED ENVELOPE CO SPOKANE

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

**UBI #:** 600-443-894

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 1515 W COLLEGE AVE  
SPOKANE WA 99201-1917

**Mailing address:** 634 N FIVE MILE RD  
BOISE ID 83713

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

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

**Endorsements**

Endorsements held at this loca	License #	Count	Details	Status	Expiration date	First issuance c
<a href="#">Spokane General Business</a>	T12016503BUS			Active	Oct-31-2023	Oct-15-2012

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

Governing people	Title
BETTINSON, KENNETH	
KIRBY, SHARI	

The Business Lookup information is updated nightly. Search date and time: 4/25/2023 1:09:52 PM



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

05/08/2023

<b>Date Rec'd</b>	4/5/2023
<b>Clerk's File #</b>	OPR 2023-0463
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	VALUE BLANKET

<b>Submitting Dept</b>	STREETS
<b>Contact Name/Phone</b>	CLINT HARRIS 625-7744
<b>Contact E-Mail</b>	CEHARRIS@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Purchase w/o Contract
<b>Agenda Item Name</b>	1100- STREET DEPARTMENT TRAFFIC PAINT

**Agenda Wording**

The Street Department is seeking approval to purchase Traffic Paint at a cost not to exceed \$150,000.00 using pricing on WA State Contract 02817 and Pierce County Contract SC-109061.

**Summary (Background)**

Traffic paint is used for lane lines, marked crossings, and other pavement markings essential to roadway safety.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Expense \$ 150,000.00

Select \$

Select \$

Select \$

**Budget Account**

# 1100-21400-42640-53210-99999

#

#

#

**Approvals****Dept Head** HARRIS, CLINT E.**Division Director** FEIST, MARLENE**Finance** BUSTOS, KIM**Legal** HARRINGTON,  
MARGARET**For the Mayor** PERKINS, JOHNNIE**Council Notifications****Study Session\Other** PIES 4/24/23**Council Sponsor** Kinnear**Distribution List**

ceharris@spokanecity.org

tprince@spokanecity.org

jwthomas@spokanecity.org

meveland@spokanecity.org

jklapp@spokanecity.org

tbrazington@spokanecity.org

rlynch@spokanecity.org

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Submitting Department</b>	Streets
<b>Contact Name</b>	Clint Harris
<b>Contact Email &amp; Phone</b>	<a href="mailto:ceharris@spokanecity.org">ceharris@spokanecity.org</a> 509-625-7744
<b>Council Sponsor(s)</b>	Lori Kinnear
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	1100 – Streets Dept. Traffic Paint Purchasing
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>The Street Department is seeking approval to purchase Traffic Paint at a cost not to exceed \$150,000.00 using pricing on WA State Contract 02817 and Pierce County Contract SC-109061.</p> <p>Traffic paint is used for lane lines, marked crossings, and other pavement markings essential to roadway safety.</p>
<b>Proposed Council Action</b>	PIES Consent Approval 3/27/23
<p><b>Fiscal Impact</b>            Total Cost: <u>\$150,000.00</u>            Approved in current year budget?    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Funding Source    <input type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring            Specify funding source: Street Dept. Budget</p> <p>Expense Occurrence    <input type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities?	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?	

**Contract 02817 - Waterborne Traffic Marking Paint - Pricing & Ordering - Version 1**

Pricing Effective Date		August 1, 2022						August 1, 2022						December 1, 2021					
Paint Type	Item	Description	Commodity Code	Delivery Qty	SS/Poly Tote (250/275 gal)	55-Gal Drum	5-Gal Pail	Description	Commodity Code	Delivery Qty	SS/Poly Tote (250/275 gal)	55-Gal Drum	5-Gal Pail	Description	Commodity Code	Delivery Qty	Bottle/Cage (275 gal)	55-Gal Drum	5-Gal Pail
Standard 1	White	Ennis-Flint, Inc. Formula #: 983711 Resin (3427)	630-66-68-605	Truckload (>2,650)	\$14.50	\$16.04	\$17.57	Ennis-Flint, Inc. Formula #: 983711-B2 Resin (DT211)	630-66-68-607	Truckload (>2,650)	\$14.66	\$16.19	\$17.73	Ozark Materials Formula #: 14244 Resin (3427)	630-66-68-700	Truckload	\$ 13.21	\$ 13.57	\$ 14.09
				Less-Than-Truckload	\$16.04	\$17.57	\$19.11			Less-Than-Truckload	\$16.19	\$17.73	\$19.26			Less-Than-Truckload	\$ 15.83	\$ 16.20	\$ 16.71
	Yellow	Ennis-Flint, Inc. Formula #: 983712 Resin (3427)	636-66-68-606	Truckload (>2,650)	\$14.50	\$16.04	\$17.57	Ennis-Flint, Inc. Formula #: 983712-B2 Resin (DT211)	630-66-68-608	Truckload (>2,650)	\$14.66	\$16.19	\$17.73	Ozark Materials Formula #: 24244 Resin (3427)	630-66-68-701	Truckload	\$ 13.21	\$ 13.57	\$ 14.09
				Less-Than-Truckload	\$16.04	\$17.57	\$19.11			Less-Than-Truckload	\$16.19	\$17.73	\$19.26			Less-Than-Truckload	\$ 15.83	\$ 16.20	\$ 16.71
Standard 2	White	Ennis-Flint, Inc. Formula #: 980201 Resin (5408)	630-66-68-610	Truckload (>2,650)	\$26.91	\$28.45	\$29.98	Ennis-Flint, Inc. Formula #: 980201-B2 Resin (XSR)	630-66-68-612	Truckload (>2,650)	\$25.38	\$26.91	\$28.45	Ozark Materials Formula #: 14244A Resin (5408)	630-66-68-706	Truckload	\$ 13.21	\$ 13.57	\$ 14.09
				Less-Than-Truckload	\$28.45	\$29.98	\$31.52			Less-Than-Truckload	\$26.91	\$28.45	\$29.98			Less-Than-Truckload	\$ 15.83	\$ 16.20	\$ 16.71
	Yellow	Ennis-Flint, Inc. Formula #: 983712 Resin (5408)	630-66-68-611	Truckload (>2,650)	\$26.50	\$28.03	\$29.57	Ennis-Flint, Inc. Formula #: 983712-B2 Resin (XSR)	630-66-68-613	Truckload (>2,650)	\$24.96	\$26.50	\$28.03	Ozark Materials Formula #: 24244A Resin (5408)	630-66-68-707	Truckload	\$ 13.21	\$ 13.57	\$ 14.09
				Less-Than-Truckload	\$28.03	\$29.57	\$31.10			Less-Than-Truckload	\$26.50	\$28.03	\$29.57			Less-Than-Truckload	\$ 15.83	\$ 16.20	\$ 16.71

**Ennis-Flint, Inc. (State Agencies)**  
 Ann Selby - aselby@ennisflint.com (336) 308-3767  
 Don Vermeer - don@ennisflint.com (214) 874-7226  
 Jeremy Crow - jcrow@ennisflint.com (336) 477-8296  
**Alpine Products (Other than State Agencies)**  
 Joe Chanes - joe@alpinemarkings.com (253) 351-9828

**Ennis-Flint, Inc.**  
 Ann Selby - aselby@ennisflint.com (336) 308-3767  
 Don Vermeer - don@ennisflint.com (214) 874-7226  
 Jeremy Crow - jcrow@ennisflint.com (336) 477-8296  
**Alpine Products (Other than State Agencies)**  
 Joe Chanes - joe@alpinemarkings.com (253) 351-9828

**Ozark Materials LLC**  
 Julia Brys - Julia@ozarkmaterials.net (334) 371-2309

Truckload Quantities  
 >3,025 Gal. for Totes  
 >3,080 Gal. for Drums  
 >2,880 Gal. for Pails

Pricing Effective Date		August 1, 2022						August 1, 2022						December 1, 2021					
Paint Type	Item	Description	Commodity Code	Delivery Qty	SS/Poly Tote (250/275 gal)	55-Gal Drum	5-Gal Pail	Description	Commodity Code	Delivery Qty	SS/Poly Tote (250/275 gal)	55-Gal Drum	5-Gal Pail	Description	Commodity Code	Delivery Qty	Bottle/Cage (275 gal)	55-Gal Drum	5-Gal Pail
Standard 3	White	Ennis-Flint, Inc. Formula #: 984701 Resin (3427)	630-66-68-616	Truckload (>2,650)	\$15.26	\$16.79	\$18.33	Ennis-Flint, Inc. Formula #: 984701-B2 Resin (DT211)	630-66-68-618	Truckload (>2,650)	\$ 15.41	\$ 16.94	\$ 18.48	Ozark Materials Formula #: 15244 Resin (3427)	630-66-68-712	Truckload	\$ 13.73	\$ 14.10	\$ 14.61
				Less-Than-Truckload	\$16.79	\$18.33	\$19.86			Less-Than-Truckload	\$ 16.94	\$ 18.48	\$ 20.02			Less-Than-Truckload	\$ 16.35	\$ 16.72	\$ 17.23
	Yellow	Ennis-Flint, Inc. Formula #: 984702 Resin (3427)	630-66-68-617	Truckload (>2,650)	\$15.26	\$16.79	\$18.33	Ennis-Flint, Inc. Formula #: 984702-B2 Resin (DT211)	630-66-68-619	Truckload (>2,650)	\$15.41	\$16.94	\$18.48	Ozark Materials Formula #: 25244 Resin (3427)	630-66-68-713	Truckload	\$ 13.73	\$ 14.10	\$ 14.61
				Less-Than-Truckload	\$16.79	\$18.33	\$19.86			Less-Than-Truckload	\$16.94	\$18.48	\$20.02			Less-Than-Truckload	\$ 16.35	\$ 16.72	\$ 17.23
Standard 4	White	Ennis-Flint, Inc. Formula #: 984421 Resin (HD21A)	630-66-68-622	Truckload (>2,650)	\$17.68	\$19.22	\$20.75	Ennis-Flint, Inc. Formula #: 984421-B2	630-66-68-624	Truckload (>2,650)	\$ 15.04	\$ 16.58	\$ 18.11	Ozark Materials Formula #: 16244 Resin (HD21A)	630-66-68-718	Truckload	\$ 13.99	\$ 14.36	\$ 14.87
				Less-Than-Truckload	\$19.22	\$20.75	\$22.29			Less-Than-Truckload	\$ 16.58	\$ 18.11	\$ 19.65			Less-Than-Truckload	\$ 16.61	\$ 16.98	\$ 17.49
	Yellow	Ennis-Flint, Inc. Formula #: 984422 Resin (HD21A)	630-66-68-623	Truckload (>2,650)	\$15.70	\$17.24	\$18.77	Ennis-Flint, Inc. Formula #: 984422-B2	630-66-68-625	Truckload (>2,650)	\$15.04	\$16.58	\$18.11	Ozark Materials Formula #: 26244 Resin (HD21A)	630-66-68-719	Truckload	\$ 13.99	\$ 14.36	\$ 14.87
				Less-Than-Truckload	\$17.24	\$18.77	\$20.31			Less-Than-Truckload	\$16.58	\$18.11	\$19.65			Less-Than-Truckload	\$ 16.61	\$ 16.98	\$ 17.49
Standard 5	White	Ennis-Flint, Inc. Formula #: 985351 Resin (XSR)	630-66-68-628	Truckload (>2,650)	\$16.78	\$18.31	\$19.85	Ennis-Flint, Inc. Formula #: 985351-B2X Resin (DT211)	630-66-68-630	Truckload (>2,650)	\$ 15.04	\$ 16.58	\$ 18.11	Ozark Materials Formula #: 17244 Resin (5408)	630-66-68-724	Truckload	\$ 13.71	\$ 13.67	\$ 14.54
				Less-Than-Truckload	\$18.31	\$19.85	\$21.38			Less-Than-Truckload	\$ 16.58	\$ 18.11	\$ 19.65			Less-Than-Truckload	\$ 13.63	\$ 13.67	\$ 14.54
	Yellow	Ennis-Flint, Inc. Formula #: 985352 Resin (XSR)	630-66-68-629	Truckload (>2,650)	\$16.87	\$18.40	\$19.94	Ennis-Flint, Inc. Formula #: 985352-B2X Resin (DT211)	630-66-68-631	Truckload (>2,650)	\$15.04	\$16.58	\$18.11	Ozark Materials Formula #: 27244 Resin (5408)	630-66-68-725	Truckload	\$ 13.78	\$ 13.74	\$ 14.64
				Less-Than-Truckload	\$18.40	\$19.94	\$21.48			Less-Than-Truckload	\$16.58	\$18.11	\$19.65			Less-Than-Truckload	\$ 13.78	\$ 13.74	\$ 14.64

Pricing Effective Date		August 1, 2022						August 1, 2022						December 1, 2021												
Paint Type	Item	Description	Commodity Code	Delivery Qty	SS/Poly Tote (250/275 gal)	55-Gal Drum	5-Gal Pail	Description	Commodity Code	Delivery Qty	SS/Poly Tote (250/275 gal)	55-Gal Drum	5-Gal Pail	Description	Commodity Code	Delivery Qty	Bottle/Cage (275 gal)	55-Gal Drum	5-Gal Pail							
Standard 6	White	Ennis-Flint, Inc. Formula #: 98351 Resin (XSR)	630-66-68-634	Truckload (>2,650)	\$27.14	\$28.68	\$30.21																			
				Less-Than-Truckload	\$28.68	\$30.21	\$31.75																			
	Yellow	Ennis-Flint, Inc. Formula #: 98352 Resin (XSR)	630-66-68-635	Truckload (>2,650)	\$27.23	\$28.77	\$30.31														Ozark Materials Formula #: 18244 Resin (5408)	630-66-68-730	Truckload	\$ 13.71	\$ 13.67	\$ 14.54
				Less-Than-Truckload	\$28.77	\$30.31	\$31.84																Less-Than-Truckload	\$ 13.63	\$ 13.67	\$ 14.54
														Ozark Materials Formula #: 28244 Resin (5408)	630-66-68-731	Truckload	\$ 13.78	\$ 13.74	\$ 14.64							
														Less-Than-Truckload	\$ 13.78	\$ 13.74	\$ 14.64									

The Sherwin-Williams Company  
 Inside Sales - hwyinsidesales@sherwin.com  
 (800) 597-2929

December 1, 2021

Description	Commodity Code	Delivery Qty	Bottle/Cage (275 gal)	55-Gal Drum	5-Gal Pail
Sherinw-Williams Formula #: TM2600 Resin (3427)	630-66-68-800	Truckload (>2,650)	\$ 13.25	\$ 13.72	\$ 14.43
		Less-Than-Truckload	\$ 14.03	\$ 14.49	\$ 15.21
Sherinw-Williams Formula #: TM2601 Resin (3427)	630-66-68-801	Truckload (>2,650)	\$ 11.72	\$ 11.90	\$ 12.77
		Less-Than-Truckload	\$ 12.50	\$ 12.68	\$ 13.75



The Sherwin-Williams Company  
Inside Sales - hwyinsidesales@sherwin.com  
(800) 597-2929

**December 1, 2021**

Description	Commodity Code	Delivery Qty	Bottle/Cage (275 gal)	55-Gal Drum	5-Gal Pail
Sherwin-Williams Formula #: TM2602 Resin (3427)	630-66-68-812	Truckload (>2,650)	\$ 13.30	\$ 13.88	\$ 14.93
		Less-Than-Truckload	\$ 14.09	\$ 14.66	\$ 15.39
Sherwin-Williams Formula #: TM2603 Resin (3427)	630-66-68-813	Truckload (>2,650)	\$ 12.04	\$ 13.01	\$ 13.63
		Less-Than-Truckload	\$ 12.82	\$ 13.79	\$ 14.93

The Sherwin-Williams Company  
Inside Sales - hwyinsidesales@sherwin.com  
(800) 597-2929

**December 1, 2021**

Description	Commodity Code	Delivery Qty	Bottle/Cage (275 gal)	55-Gal Drum	5-Gal Pail



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

05/08/2023

<b>Date Rec'd</b>	4/24/2023
<b>Clerk's File #</b>	OPR 2022-0899
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	VB

<b>Submitting Dept</b>	STREETS
<b>Contact Name/Phone</b>	CLINT HARRIS 7744
<b>Contact E-Mail</b>	CEHARRIS@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Purchase w/o Contract
<b>Agenda Item Name</b>	1100 - STREET DEPARTMENT ROAD SALT PURCHASING

**Agenda Wording**

The Street Department is requesting approval to add \$42,555.27 to the purchasing allocation for Road Salt due to larger than anticipated purchasing needs prompted by the Winter season

**Summary (Background)**

The purchase of Salt from Salt Distributors Inc. was previously approved by Council, however the weather conditions of this season required a larger than anticipated volume of purchasing. The Street Department is requesting an increase of \$42,555.27 to fulfill the purchasing obligations for product used during the 22'-23' Winter season

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Expense	\$ 42,255.27
Select	\$
Select	\$
Select	\$

**Budget Account**

#	1100-21800-42660-53210-99999
#	
#	
#	

**Approvals**

<b>Dept Head</b>	HARRIS, CLINT E.
<b>Division Director</b>	FEIST, MARLENE
<b>Finance</b>	ORLOB, KIMBERLY
<b>Legal</b>	HARRINGTON, MARGARET
<b>For the Mayor</b>	KIRK, JESSICA

**Council Notifications**

<b>Study Session\Other</b>	PIES 4/24/23
<b>Council Sponsor</b>	Kinnear & Bingle
<b>Distribution List</b>	
	ceharris@spokanecity.org
	jwthomas@spokanecity.org
<b>Additional Approvals</b>	jdykes@spokanecity.org
<b>Purchasing</b>	tprince@spokanecity.org
	tbrazington@spokanecity.org
	jklapp@spokanecity.org

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Submitting Department</b>	Streets
<b>Contact Name</b>	Clint Harris
<b>Contact Email &amp; Phone</b>	<a href="mailto:ceharris@spokanecity.org">ceharris@spokanecity.org</a>
<b>Council Sponsor(s)</b>	Kinnear
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	1100 – Street Department Road Salt Purchasing
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	The purchase of Salt from Salt Distributors Inc. was previously approved by Council, however the weather conditions of this season required a larger than anticipated volume of purchasing. The Street Department is requesting an increase of \$42,555.27 to fulfill the purchasing obligations for product used during the 22’-23’ Winter season
<b>Proposed Council Action</b>	PIES Consent Agenda Approval 4/24/23
<b>Fiscal Impact</b>	
Total Cost: <u>\$42,555.27</u>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Specify funding source: Street Department Budget	
Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities?	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?	

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

05/08/2023

**Date Rec'd**

4/24/2023

**Clerk's File #**

OPR 2022-0165

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

STREETS

**Cross Ref #****Contact Name/Phone**

CLINT HARRIS 625-7744

**Project #****Contact E-Mail**

CEHARRIS@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Purchase w/o Contract

**Requisition #**

RE20295

**Agenda Item Name**

1100 - STREET DEPARTMENT LIQUID DEICER

**Agenda Wording**

The Street Department is requesting approval to add \$172,644.76 to the purchasing allocation for Liquid Deicer due to larger than anticipated purchasing needs prompted by the Winter season

**Summary (Background)**

The purchase of Liquid Deicer from GMCO Corporation was previously approved by Council, however the weather conditions of this season required a larger than anticipated volume of purchasing. The Street Department is requesting an increase of \$172,644.76 to fulfill the purchasing obligations for product used during the 22'-23' Winter season

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact****Budget Account**

Expense \$ 172,644.76

# 1100-21800-42660-53210-99999

Select \$

#

Select \$

#

Select \$

#

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

HARRIS, CLINT E.

**Study Session\Other**

PIES 4/24/23

**Division Director**

FEIST, MARLENE

**Council Sponsor**

Kinnear &amp; Bingle

**Finance**

ORLOB, KIMBERLY

**Distribution List****Legal**HARRINGTON,  
MARGARET

ceharris@spokanecity.org

**For the Mayor**

KIRK, JESSICA

jwthomas@spokanecity.org

**Additional Approvals**

jdykes@spokanecity.org

**Purchasing**

tprince@spokanecity.org

tbrazington@spokanecity.org

jklapp@spokanecity.org

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Submitting Department</b>	Streets
<b>Contact Name</b>	Clint Harris
<b>Contact Email &amp; Phone</b>	<a href="mailto:ceharris@spokanecity.org">ceharris@spokanecity.org</a>
<b>Council Sponsor(s)</b>	Kinnear
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	1100 – Street Department Road Salt
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	The purchase of Liquid Deicer from GMCO Corporation was previously approved by Council, however the weather conditions of this season required a larger than anticipated volume of purchasing. The Street Department is requesting an increase of \$172,644.76 to fulfill the purchasing obligations for product used during the 22’-23’ Winter season
<b>Proposed Council Action</b>	PIES Consent Agenda Approval 4/24/23
<b>Fiscal Impact</b>	
Total Cost: <u>\$172,644.76</u>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Specify funding source: Street Department Budget	
Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities?	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?	



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

05/08/2023

<b>Date Rec'd</b>	4/25/2023
<b>Clerk's File #</b>	OPR 2023-0464
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	SOURCEWELL CONTRACT
<b>Requisition #</b>	BT

<b>Submitting Dept</b>	FLEET SERVICES
<b>Contact Name/Phone</b>	RICK GIDDINGS 625-7706
<b>Contact E-Mail</b>	RGIDDINGS@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Purchase w/o Contract
<b>Agenda Item Name</b>	5100 - PURCHASE OF THREE (3) REAR LOADERS

**Agenda Wording**

Fleet Services would like to purchase three (3) Rear Load Truck Chassis and Labrie Rear Load Bodies for the Solid Waste Collection Department - \$1,500,000.00 estimated expenditure.

**Summary (Background)**

These will be purchased from Dobbs Peterbilt, Liberty Lake, WA accessing Sourcewell Contract Crane Carrier Company #060920 - Labrie #091219LEG.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Expense \$ 1,500,000.00

Select \$

Select \$

Select \$

**Budget Account**

# BT

#

#

#

**Approvals**

<b>Dept Head</b>	GIDDINGS, RICHARD
<b>Division Director</b>	WALLACE, TONYA
<b>Finance</b>	ALBIN-MOORE, ANGELA
<b>Legal</b>	HARRINGTON, MARGARET
<b>For the Mayor</b>	SMITHSON, LYNDEN

**Council Notifications**

<b>Study Session\Other</b>	4/24/23 PIES
<b>Council Sponsor</b>	CM Kinnear & CM Bingle
<b>Distribution List</b>	tprince

**Additional Approvals**

<b>Purchasing</b>	PRINCE, THEA

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Submitting Department</b>	Fleet Services
<b>Contact Name</b>	Rick Giddings
<b>Contact Email &amp; Phone</b>	<a href="mailto:rgiddings@spokanecity.org">rgiddings@spokanecity.org</a> 625-7706
<b>Council Sponsor(s)</b>	CM Kinnear
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	5100 – Purchase of three (3) Rear Load Truck Chassis & Labrie Rear Load Bodies
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	Fleet Services would like to purchase three (3) Rear Load Truck Chassis and Labrie Rear Load Bodies for the Solid Waste Collection Department. These will be purchased from Dobbs Peterbilt, Liberty Lake, WA accessing Sourcewell Contract Crane Carrier Company #060920 – Labrie #091219LEG.
<b>Proposed Council Action</b>	Approve Purchase
<b>Fiscal Impact</b> Total Cost: <u>\$1,800,000.00</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: SOLID WASTE COLLECTION BUDGET  Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities? Refuse collection provides equal benefit to all residents without regard to social or economic factors.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? This data will not be collected.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Fleet Services collects data relating to maintenance, repair, and fuel cost for comparison with similar equipment to aid in future purchasing decisions.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Aligns with Centralized Fleet Policy and Capital Improvement Program.	





**Agenda Sheet for City Council Meeting of:**  
05/08/2023

<b>Date Rec'd</b>	4/25/2023
<b>Clerk's File #</b>	OPR 2023-0465
<b>Renews #</b>	

<b>Submitting Dept</b>	FLEET SERVICES	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	RICK GIDDINGS 625-7706	<b>Project #</b>	
<b>Contact E-Mail</b>	RGIDDINGS@SPOKANECITY.ORG	<b>Bid #</b>	RFP #5849-23
<b>Agenda Item Type</b>	Contract Item	<b>Requisition #</b>	REVENUE
<b>Agenda Item Name</b>	5100 - CONTRACT WITH MAAS ENERGY WORKS		

**Agenda Wording**

Approve a three (3) year Contract with Maas Energy Works (Redding, CA) to supply the City of Spokane Renewable Natural Gas for use in our Solid Waste Collections Fleet and to assist the City in receiving associated alternative fuel credits \$230,000

**Summary (Background)**

An RFP was issued on March 2, 2023 to select a vendor to supply the City of Spokane renewable natural gas for use in the Solid Waste Collections Fleet and to assist the City in receiving the maximum benefit from the associated alternative fuel credits. Two proposals were received, and an evaluation committee has determined that award should be made to Maas Energy Works.

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

Revenue	\$ 230,000.00	# tbd
Select	\$	#
Select	\$	#
Select	\$	#

<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	GIDDINGS, RICHARD	<b>Study Session\Other</b>	PIES 4/24/23
<b>Division Director</b>	WALLACE, TONYA	<b>Council Sponsor</b>	CM Kinnear & CM Bingle
<b>Finance</b>	ORLOB, KIMBERLY	<b>Distribution List</b>	
<b>Legal</b>	HARRINGTON,	tprince	
<b>For the Mayor</b>	KIRK, JESSICA	daryl@maasenergy.com	
<b>Additional Approvals</b>		Fleetservicesaccounting@spokanecity.org	
<b>Purchasing</b>	PRINCE, THEA		



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

### **Agenda Wording**

estimated revenue annually.

### **Summary (Background)**

<b>Fiscal Impact</b>	<b>Budget Account</b>
Select \$	#
Select \$	#

### **Distribution List**


## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Submitting Department</b>	Fleet Services Department
<b>Contact Name</b>	Rick Giddings
<b>Contact Email &amp; Phone</b>	<a href="mailto:rgiddings@spokanecity.org">rgiddings@spokanecity.org</a> 625-7706
<b>Council Sponsor(s)</b>	CM Kinnear
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 10 min
<b>Agenda Item Name</b>	5100 –Contract for Renewable Natural Gas and Clean Fuel Standard Implementation
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	An RFP was issued on March 2, 2023 to select a vendor to supply the City Renewable Natural Gas for use in our Solid Waste Collections Fleet and to assist the City in receiving the maximum benefit from the associated Alternative Fuel credits. Two proposals were received, and an evaluation committee has determined that award should be made to Maas Energy Works (Redding, CA).
<b>Proposed Council Action</b>	Approve Contract
<b>Fiscal Impact</b> Total Cost: \$0 Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Solid Waste Collection Budget  Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.) Revenue Generating	
<b>Operations Impacts</b> (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? No impact identified.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Data will not be collected.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Data will not be collected.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Aligns with the Centralized Fleet Policy.	



**City of Spokane**  
**PERSONAL SERVICE AGREEMENT**  
Title: **RENEWABLE NATURAL GAS AND CLEAN FUEL STANDARD IMPLEMENTATION**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **MAAS ENERGY WORKS**, whose address is 1730 South Street, Redding California 96001 as (“Company”), individually hereafter referenced as a “party”, and together as the “parties”.

The parties agree as follows:

**1. PERFORMANCE.**

The Company shall perform **Renewable Natural Gas And Clean Fuel Standard Implementation**, in accordance with RFP No. 5849-23, and Company’s March 27, 2023, which is attached as Exhibit B. In the event of a conflict between these documents and this City Contract, the terms of this contract will control.

**2. TERM OF AGREEMENT.**

The term of this Agreement begins on June 1, 2023, and shall run through May 31, 2026, unless amended by written agreement or terminated earlier under the provisions of this Agreement. This Contract may be renewed on an annual basis by written agreement of the parties not to exceed two (2) one (1) year renewals.

**3. COMPENSATION / PAYMENT.**

The City estimates approximately **TWO HUNDRED THIRTY THOUSAND AND NO/100 DOLLARS (\$230,000.00)** as annual revenue from the Company from the Renewable Natural Gas and Clean Fuel Standard Implementation. Any fees due to Company will be taken from revenue proceeds. The Company shall submit payment on a monthly basis to the City of Spokane, Fleet Services Department, 915 N Nelson Street, Spokane, Washington, 99202.

**4. TAXES, FEES AND LICENSES.**

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

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

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

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

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

## **7. INDEMNIFICATION.**

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

## **8. INSURANCE.**

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

- A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide

that the City, its officers and employees are additional insureds but only with respect to the Company's services to be provided under this Agreement;

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 Agreement; and

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the forty-five (45) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

#### **10. DEBARMENT AND SUSPENSION.**

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

#### **11. AUDIT.**

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

#### **12. ASSIGNMENT AND SUBCONTRACTING.**

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

#### **13. TERMINATION.**

Either party may terminate this Agreement, with or without cause, by sixty (60) days written notice to the other party. In the event of such termination, the City shall pay the Company for all work previously authorized and performed prior to the termination date.

#### **14. STANDARD OF PERFORMANCE.**

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

#### **15. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.**

Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the City. All records submitted by the City to the Company shall be safeguarded by the Company. The Company shall make such data, documents and files available to the City upon the City's request. If the City's use of the Company's records or data is not related to this project, it shall be without liability or legal exposure to the Company.

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

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

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

#### **17. MISCELLANEOUS PROVISIONS.**

- A. **Amendments/Modifications:** This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.
- B. The Company, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Company shall comply with the requirements of this Section.
- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Neither the acceptance by the City of any performance by the Company after the time the same shall have become due nor payment to the Company for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the

Company. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.

H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

**MAAS ENERGY WORKS**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

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

Exhibit A – Certificate Regarding debarment

Exhibit B – Company’s Response to RFP dated March 27, 2023

23-072



**EXHIBIT A**

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

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

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

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

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

**EXHIBIT B**

## Bid Response Summary

**Bid Number** RFP 5849-23  
**Bid Title** Renewable Natural Gas and Clean Fuel Standard Implementation  
**Due Date** Monday, March 27, 2023 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]  
**Bid Status** Closed to Bidding  
**Company** Maas Energy Works  
**Submitted By** Daryl Maas - Monday, March 27, 2023 12:52:16 PM [(UTC-08:00) Pacific Time (US & Canada)]  
 david.canales@maasenergy.com 530-710-8545

### Comments

### Question Responses

Group	Reference Number	Question	Response
MANDATORY Pre-Bid Meeting			
	1	A MANDATORY pre-bid conference will be held on Tuesday, January 31st, 2023: Starting at 8:00 A.M. at the Waste to Energy Facility (WTE), Administration Office, 2900 S Geiger Blvd, Spokane WA 99224, and then continuing at the Valley Transfer Station at 11:00 A.M., and then continuing at the Colbert Transfer Station at 2:00 P.M. This meeting is MANDATORY only bidders who attended would be able to submit a proposal.	AGREED AND ACKNOWLEDGED
	2	Bidder realize if it did not attend the Mandatory Pre-Bid Meeting, it will be non-responsive, and therefore, cannot submit a bid.	AGREED AND ACKNOWLEDGED
PROPOSER ACKNOWLEDGMENTS:			
	1	Proposer Acknowledges receipt of Addenda by entering quantity of Addenda here (enter 0 if none have been issued):	0
	2	Proposer agrees and acknowledges that Request for Proposal document(s) and all related information has been read and understood.	AGREED AND ACKNOWLEDGED
	3	Proposer agrees and acknowledges compliance with Terms and Conditions in Informal Request for Proposal document(s). If answer is " AGREED WITH EXCEPTION IDENTIFIED", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.	AGREED AND ACKNOWLEDGED

4	Proposer acknowledges and agrees with Paragraph 4.4 Award/Rejection of Proposal/Contract.	AGREED AND ACKNOWLEDGED
5	Proposer agrees and acknowledges that proprietary information must be included in Proposal submittal on separate page(s) and clearly identified as "Proprietary". See "Proprietary Information/Public Disclosure" Paragraph in the Terms & Conditions for public record requirements.	AGREED AND ACKNOWLEDGED
6	Proposer has included Cover Letter with Proposal combined into one document per Section 3 "Proposal Content" instructions.	YES
7	Provide the name, phone number and email address for point of contact person regarding this Proposal.	Name: David Canales (Director of Sales (RNG) Email: david.canales@maasenergy.com
8	Provide the name, phone number, and email address for the person in your Firm that would potentially sign a contract through the DocuSign process used by the City.	Name: Daryl Maas (CEO) Email: daryl@maasenergy.com
DOCUMENTS TO UPLOAD:		
1	Upload Request for Proposal Response (your Firm's Proposal). Combine documents as needed. Only one document can be uploaded in this line item.	City of Spokane - Official RNG Proposal.pdf
2	Upload Addenda documents if applicable and if not combined with uploaded Proposal response. Combine documents as needed. Only one document can be uploaded in this line item.	No Addenda Documents.pdf
3	Upload any other information required or desired. Combine documents as needed. Only one document can be uploaded in this line item.	
4	Upload any other information required or desired. Combine documents as needed. Only one document can be uploaded in this line item.	



# **MAAS**

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# **ENERGY WORKS**

*Renewable Energy That Works*

**City of Spokane**

**Renewable Natural Gas and Clean  
Fuel Standard Implementation  
RFP # 5849-23**

**Daryl Maas**  
CEO  
210.527.7631  
[daryl@maasenergy.com](mailto:daryl@maasenergy.com)

March 27, 2023





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## Section 1: Letter of Submittal

March 27, 2023

Thea Prince - Sr. Procurement Specialist  
City of Spokane  
915 N Nelson St.  
Spokane, WA 99202  
Phone (509) 625-6403  
Email: tprince@spokanecity.org

**Re: Renewable Natural Gas and Clean Fuel Standard Implementation (RFP) 5849-23**

Maas Energy Works (MEW) appreciates the opportunity to submit the enclosed Renewable Natural Gas (RNG) proposal to the City of Spokane. This proposal includes two service offerings: 1). RNG Fuel Supply and 2). Clean Fuel Standard credit management. The services provided in this proposal will guarantee non-interrupted RNG Supply that will allow the City of Spokane to reduce its greenhouse gas emissions (GHG) of your fleet operations while generating maximum revenue for the use of 100% dairy gas, with negative CI scores.

MEW is a family-owned company and certified by the California and federal governments as a Disabled Veteran Owned Small Business. Founder Daryl Maas is originally from Mount Vernon, Washington and began building digesters in Washington in 2007. MEW owns and operates its RNG assets in 7 states. Purchasing RNG directly from MEW means you are buying from the RNG generator and eliminating the middle person (supplier, wholesaler, or third-party vendor). Thus, you are avoiding those extra expenses by purchasing directly from the generator (MEW)



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and adding much greater certainty of delivery by removing counterparty risks to ensure the highest degree of reliability and quality for your CNG refuse trucks.

Provided below are the key benefits that the City of Spokane will obtain by partnering with MEW:

- **RNG Team Experts.** MEW has built a dedicated team of 120 full-time professionals that develop and operate dairy RNG projects. Our sixteen years of experience in the biogas field gives us access to a network of strategic partnerships that have a familiar, collaborative working relationship, enabling RNG projects to move rapidly, and provide a high-quality and reliable outcome. We are not a broker, or aggregator. We develop, own, and/or operate all the facilities whose biogas we propose to deliver. All 57 dairy digester projects developed by Maas Energy Works remain in operation today. MEW's history of timely operational performance is unparalleled in delivering its RNG. Our team will ensure that the City of Spokane meets all compliance obligations under the Clean Fuel Act (CAA) and RFS (Renewable Fuel Standard) program.
- **Dairy RNG Supply.** MEW owns and operates the largest fleet of RNG dairy digesters in California. We have developed over 57 new dairy digester facilities that currently produce RNG, making the company the most experienced dairy digester developer in the nation. In addition, we operate the highest quality equipment to produce the cleanest source of RNG.
- **RNG Producer.** MEW is the direct source of RNG Supply. Our approach is focused on reliably delivering RNG directly to our customers from facilities that we operate



ourselves. Today, we continue to develop, build, operate, and improve biogas projects across the state allowing us to produce the most valuable RNG in California.

This proposal shall remain valid for 120 days from the date of submittal. Should you require further clarifications during the period of the proposal evaluation please do not hesitate to contact:

Name: Daryl Maas – (CEO)  
Company Name: Maas Energy Works  
Address: 1730 South Street, Redding, CA 96001  
Phone Number: 714.461.9559  
Email Address: [Daryl@maasenergy.com](mailto:Daryl@maasenergy.com)

Name: David Canales - Director of Sales (RNG)  
Company Name: Maas Energy Works  
Address: 1730 South Street, Redding, CA 96001  
Phone Number: 714.461.9559  
Email Address: [David.Canales@maasenergy.com](mailto:David.Canales@maasenergy.com)

We acknowledge that MEW will comply with all the terms and conditions outlined in this RFP and it has not employed any current or former employees from the City of Spokane during the previous (12) months.

We look forward to serving the City of Spokane in this new capacity!

Sincerely,

A handwritten signature in cursive script that reads "Daryl Maas".

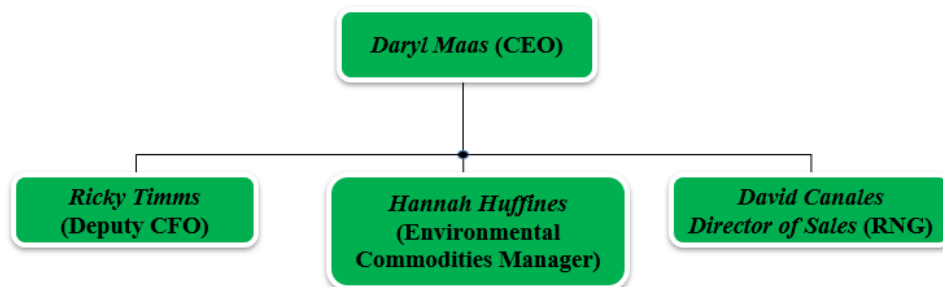
Daryl Maas  
CEO



## Section 2: Technical Proposal

### *Project Team & Organization*

#### Project Organization Chart



- **Daryl Maas, Chief Executive Officer (CEO):** Daryl will serve as the project manager and have the prime responsibility of overseeing the RNG Supply Agreement for City of Spokane.
- **David Canales, Director of Sales (RNG):** David will be the main point of contact during the evaluation process and will serve to support the RNG Supply Agreement for the duration of the contract.
- **Hannah Huffines, Environmental Commodities Manager:** Hannah will be managing the City of Spokane Clean Fuel Standard credit management program to ensure the City of Spokane is in compliance with all applicable state regulations.

- **Ricky Timms, (*Deputy CFO*):** Ricky manages all of MEW’s finances and will be overseeing the City of Spokane LCFS credit generation to ensure the City of Spokane receives its highest value for its RNG.

### ***Comprehensive Work Plan***

The comprehensive work plan below illustrates how MEW will satisfy all requirements indicated in this RFP. MEW will manage the complexities of the regulatory requirements under the Clean Fuel Standard program. We will ensure the City of Spokane receives its highest value for its RNG starting May 1, 2023, by ensuring a seamless procurement process. MEW guarantees a non-interrupted and reliable source of RNG Supply. Below are the steps required for the successful completion of the scope of services that will be employed by (MEW) to supply, track, and monetize the RNG credits as your service provider:

**Week 1:** Register the City of Spokane with the State of Washington for the Purchase of Natural Gas under the Clean Air Act (CCA) for the following: 1). RNG Fuel Supply and 2). Clean Fuel Standard (CFS) credit management program.

**Week 2:** Track daily RNG usage and report all low carbon fuel consumption on a monthly basis.

**Week 3:** Generate RNG credits on a monthly basis for the fuel volumes submitted and maintain fuel consumption records for audit purposes.

**Week 4:** Sell RNG credits on the open market to obligated parties (at the highest value) and reconcile all volumes delivered vs. credits sold and reported for settlement purposes.

If selected, MEW will be the (first) regulated party on behalf of the City of Spokane and will manage all regulatory and reporting requirements. MEW's ongoing CFS credit management for the City of Spokane includes all compliance requirements as constituted under the Washington state laws. There is no City involvement required. MEW will keep the City of Spokane informed of any market regulatory changes and responds to any project scope changes.

### *Scope of Services to Monitor and Supply (RNG)*

MEW will act as an Energy Service Provider (ESP) broker on behalf of Avista. MEW will guarantee its RNG Fuel Supply via the Avista interstate pipeline. The City of Spokane will not be required to make any changes to their existing "Energy Service Provider" (ESP) Avista. By continuing your ESP services with Avista. We will streamline the process by fulfilling the specified tasks below:

- Daily monitoring of renewable natural gas (RNG) usage.
- Daily balancing as required by RNG producer.
- Billing services include issuing: invoices, RNG credits such as the generation of RFS credits (monthly) and Clean Fuel Standard credits (quarterly) when they become available.
- Provide natural gas (RNG) information and consulting services when needed.

- We will handle all RNG Supply and delivery arrangements via the public utility company, Avista.
- Monitor gas infrastructure issues such as RNG Supply to ensure reliability and maintain an auditable “paper trail.” and paper/digital copies.
- We will act as an advocate on relevant issues before the department of Ecology and the EPA.
- Provide the City of Spokane with monthly invoices for natural gas (RNG) costs with a summary breakdown of usage and cost per therms by meter.

***Project Schedule & Deliverables***

MEW will ensure it fulfills all the registration requirements before the start of the contract of the Clean Fuel Standard & Renewable Fuel Standard (RFS) program. The following schedule is a projected timeline for the delivery of RNG, including all monthly RIN payouts to the City of Spokane. If selected, the RNG Supply contract will become effective from May 1, 2023, to May 1, 2026, with two (2) year option terms. CFS will be paid on a quarterly basis and RIN will be paid on a monthly basis. There will be no subcontractors providing services. MEW will serve as your prime contractor; MEW will ensure that the scope of work of RNG Fuel Supply and CFS Credit Management are met within the requirements of this RFP.

<b>SCHEDULED TIMELINE</b>	<b>START DATE</b>	<b>END DATE</b>
<b>Clean Fuel Standard Registration</b>	<b>03/31/23</b>	<b>04/14/23</b>
<b>Avista Utility (ESP) Registration</b>	<b>04/15/23</b>	<b>04/28/23</b>
<b>Initial Term</b>	<b>05/01/23</b>	<b>05/01/26</b>
<b>Two-Year Option Term</b>	<b>05/01/26</b>	<b>07/31/28</b>

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*Compliance Obligations Overseen by MEW*

- a) **Credit Generation.** Apart from raw data logs of natural gas volume and methane content, the following data is procured for the purposes of monthly Renewable Fuel Standard (RFS) and quarterly Clean Fuel Standard (CFS) carbon credit generations: quarterly affidavits as required by the RFS Quality Assurance Plan (QAP) program, Renewable Identification Number (RIN) Generation Separation files as provided by a third-party verification body, monthly natural gas utility injection statements, all associated monthly and quarterly product transfer documents (PTDs), monthly dispensing allocation files, and associated compressed natural gas (CNG) utility station injection statements.
- b) **RIN Generation.** RINs are generated monthly for each month prior's dispensing volume. For each RIN generation, a natural gas utility injection statement, nomination PTD, and dispensing allocation file are submitted to a third-party Verification Body. Once the submitted data is validated, the third-party Verification Body will provide a RIN Generation Separation file. The RIN Generation Separation file is uploaded to a project's CDX EMTS account, where the Environmental Protection Agency (EPA) automatically processes the transaction and separated RINs generate within minutes of file submittal. CFS Credit Generation. CFS credits are generated quarterly for each quarter prior's dispensing volume. For CFS credit generation, natural gas utility injection statements, a dispensing allocation file, and CNG station utility injection statements are utilized as supporting documents for production of CFS Quarterly Reports, due by midnight the last day of each quarter. The California Air Resources Board (CARB) typically processes CFS

Quarterly Reports for carbon credit generation within the two weeks following each quarter's close.

- c) **Monetization.** RINs and CFS will be sold by MEW. We will electronically transfer the batch of RINs and/or CFS credits to the broker or direct end user. RINs are transferred in the CDX EMTS online portal. CFS credits are transferred in the LCFS LRT online portal. Copies of any associated invoices are filed by the MEW internally for a minimum of 10 years.

**Reporting.** MEW will handle of the reporting for the City of Spokane. An CFS Annual Fuel Pathway (AFP) report detailing a project's scope, carbon intensity, and production will be submitted by March 31<sup>st</sup> every year for the prior year's data. Subsequently, a third-party Verification Body must successfully audit the AFP report and submit any final determinations to CARB by the following August 31<sup>st</sup>.

*All transactions and compliance reporting abide by the Renewable Fuel Standard and Low Carbon Fuel Standard (as detailed in Low Carbon Fuel Standard Sub article*

For contracting purposes, MEW will utilize the "Base Contract for Sale and Purchase of Natural Gas" which is the standardized binding contract by the (North American Energy Standards Board) NAESB and two Transactions Confirmations. This will allow MEW to provide the following services: 1) RNG Fuel Supply and 2) the Clean Fuel Standard credit management.



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## Section 3: Management Proposal

### *Qualifications and Related Experience*

A) Founder Daryl Maas began building digesters in his home state of Washington in 2007. In May of 2010, Daryl moved to Redding, California and created Maas Energy Works to develop projects inside of California. The company's services include design, engineering, financing, permitting, construction management, commissioning, operations, equipment packaging, and credit generation services. In short, we are a one-stop biogas developer-owner-operator. Some of our 57 operational projects are owned by dairy farmers with MEW as the operator, other projects we own ourselves, and still others are joint ventures. Our total developed and operational plants have an installed capital cost of approximately \$400,000,000.

MEW's home office is in Redding California where we employ approximately 75 full time personnel. We also have another 40 full time personnel in field offices in Visalia, California, Riverdale, California, Merced, California, Lancaster, Pennsylvania, Dumas, Texas, and Buckeye, Arizona, bring our total employees to 115. We have two sister companies Goose Works LLC and Energy Innovations LLC, with another 35 full time employees that fabricate biogas handling and controls equipment in Redding, California, ensuring vertical integration and local parts sourcing. MEW is organized as a Delaware LLC. We are family-owned company with 100% of common stock owned by Daryl and Christianna Maas, husband, and wife. Some senior employees have been become partners with profit-only equity interests.



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MEW has installed approximately \$400,000,000 in capital equipment, with another \$350,000,000 in active development and construction. The company has never declared bankruptcy, had assets foreclosed upon, or any other significant negative financial action. All other assets, including all other digesters, are held debt free.

Maas Energy Works is responsible for generating approximately half of all dairy biogas in the LCFS. We actively manage 26 dairy biogas projects with certified LCFS pathways, and another 26 dairy biogas projects that have been issued temporary fuel pathway codes pending certification. See Exhibit A on (pg. 12) for a list of all certified dairy biogas CNG projects in the county projects where MEW is the developer, owner, or operator. The project team ensured that all projects shown in Exhibit A were successful in securing registrations for carbon credit generation and other environmental commodities. Through about 2018, all projects were registered under the California Air Resource Board (CARB) Livestock Offset Protocol to create California Carbon Offsets for generation and sale under the state's Cap and Trade program. Beginning with digesters shown on the Project List as online in 2019, the Project Team registered all new RNG projects with CARB's Low Carbon Fuel Standard program and with the US Environmental Protection Agency's Renewable Fuels Standard to create Renewable Information Numbers (RINS). These projects included the Calgren Dairy Fuels cluster of dairy digesters, the first dairy RNG project in California, which later received numerous industry awards (see Daryl Maas resume). Furthermore, Maas Energy Works was the first company to register dairy digesters to create LCFS credits via charging





of electric vehicles, achieving CI scores below -700, which at the time was the lowest score ever achieved in the LCFS program.

For all projects shown in the Project List, Daryl Maas was the active CEO and lead project developer. Stephen Hatley was the CFO responsible for financial management of offtake including carbon credits and other energy commodities. From 2010 to 2021, Daryl Maas handled registration of carbon credits, LCFS pathways, and other renewable credits. Beginning in 2021, Hannah Huffines worked with Daryl and gradually replaced him as Director of Environmental commodities. She now leads a staff 5 other full-time personnel involved in the registration, generation, maintenance, and compliance of environmental commodities. Hannah’s team actively manages 12 RIN generation pathways, and 52 LCFS pathways (certified or temporary).

***Project List – Approved RFS and LCFS Pathways***

**Exhibit A. Project List: Approved RFS and LCFS Pathways**

<b>Approved RFS Pathways</b>	
<b>Project</b>	<b>Location</b>
Greengasco, LLC 1 (G1)	Dumas, TX
Greengasco, LLC 2 (G2)	Dumas, TX
Greengasco, LLC 3 (G3)	Dumas, TX
Lakeside Pipeline, LLC (LS)	Hanford, CA
Five Points Pipeline, LLC (FP)	Riverdale, CA
Merced Pipeline, LLC (MR)	Merced, CA
Still Water Power, LLC (SW)	Hanford, CA
Lone Oak Energy, LLC (LO)	Fresno, CA
FM Jerseys Dairy Biogas LLC (FM)	Tipton, CA
FC Jerseys Energy, LLC (FC)	Dalhart, TX
Oak Valley Energy, LLC (OV)	Burley, ID
Calgren Dairy Fuels, LLC (CG)	Tipton, CA

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## *Resumes for Staff Members*

**Daryl R. Maas**

**(210) 527-7631**

[daryl@maasenergy.com](mailto:daryl@maasenergy.com)

### **Qualifications:**

#### *Industry:*

Starting as a one-man project developer and building a 100+ employee company, Daryl Maas possesses as much direct experience as a dairy digester developer-owner-operator as anyone in the US biogas industry. Over a biogas career spanning 15 years, he has overseen development of 49 successful digester projects, 48 of which remain in operation. Daryl's work products include the largest combined dairy digester cluster in the world, the first dairy biogas pipeline injection facility in California, the first Calrecycle licensed food waste co-digestion facility, and numerous successful restarts of previously abandoned third party digesters.



#### *Environmental:*

As an officer and owner responsible for facility regulatory compliance, Daryl has procured digester air permits in nine separate air permitting districts in six states. He ensures continuous compliance with a multitude of water quality, solid waste, zoning, and other regulations. He has worked with multiple regulatory agencies and state legislatures to design, evaluate, and modify digesters in order to comply with all environmental guidelines.

#### *Financial:*

The aforementioned biogas facilities leveraged over \$400,000,000 in private capital, grant funding, and government guaranteed loans. Daryl has monetized over five million tons of greenhouse gas reductions (aka "Carbon Credits"), Daryl has intricate knowledge of biogas facility finance and an excellent capacity to analyze the financial and operation feasibility of new digester projects.

### **Professional Experience**



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*2010-Present: Founder and CEO of Maas Energy Works LLC*

Maas Energy Works is a California-based renewable energy project development, construction management, and operations company, specializing in anaerobic digestion. Directs all new project development and existing project operations, including design, permitting, regulatory compliance, remote management, project finance, and personnel. Overseas Maas Motor Works engine and automation fabrication facility with over \$7,000,000 in fulfilled orders. Oversees 102 employees in the operation of 43 renewable energy digester facilities and the active development of 50 other biogas facilities in 8 eight states. Interacts directly and actively with multiple California air, water, and utility jurisdictions regarding multiple digester designs active and under development.

*2007- 2017: Co-Founder and CEO of Farm Power Northwest LLC*

A Washington and Oregon based renewable energy project development and operations company specializing in anaerobic digestion or agriculture and organic waste. Led new project development including design, permitting, and construction management. Oversaw all operations at five renewable energy facilities with a combined electrical capacity of 4.25MW; processing manure from 17 dairy farms and dozens of organic waste sources. Directed eight employees and contractors in all operations, improvements, and regulatory compliance. Coordinated operations with utilities, farmers, investors, community groups, and regulatory agencies.

*2008- 2017: Intelligence Officer (O-4), Washington Air National Guard, United States Air Force*

Assigned to Washington Air National Guard Western Air Defense Sector, McChord Field, Washington. Provides intelligence support to homeland defense of US airspace and surge capacity directing two intelligence officers in 24-hour operations in times of national emergency.

*2005-2007: Branch Chief and Officer in Charge (O-3), Effects-Based Targeting Division, Air Force*

Intelligence Analysis Agency, Lackland AFB, TX. Supervised nine military personnel and seven contractor analysts in the production of web-based intelligence materials. Served as Officer in Charge of 70-member intelligence analysis division, responsible for unit military duties and alternate division chief in absence of program manager and deputy. Project manager for unit's first ever installation of classified communication connectivity to new, off-base intelligence facility.

*2003-2005: Chief of Intelligence (O-3), 8<sup>th</sup> Special Operations Squadron, Duke Field, FL.*

Supervised staff of three and ensured readiness of all intelligence personnel and information systems supporting over 100 squadron members. Served two combat deployments as detachment of chief of intelligence, supervising staff of two supporting combat operations in support of Operation ENDURING FREEDOM actions in Afghanistan. Provided all aircrew mission intelligence and force protection intelligence support to the commander. Served an interpreter and liaison with Latin American delegations.

*2002-2003: Intelligence Officer (O-2), 8<sup>th</sup> Special Operations Squadron, Duke Field, FL.*

Provided training and mission intelligence to over 100 squadron members. Briefed Operation IRAQI FREEDOM current intelligence to squadron and wing leadership. Served one combat deployment as detachment of chief of intelligence, supervising staff of two supporting combat operations in as part of Operation ENDURING FREEDOM actions in Afghanistan.

### **Education and Training**

2005: AF Squadron Officer School (Commandant's Award for Outstanding Graduate)

2003: AF Special Operations Command Intelligence Formal Training Unit (Distinguished Graduate) 2002: Air Force Intelligence Officer Training (Distinguished Graduate)

2002: Master of Arts, University of Texas at Austin

2000: Bachelor of Sciences, United States Air Force Academy (Distinguished Graduate)

1998: Certificate, American Institute of Political and Economic Systems, Georgetown University

### **Academic Awards**

2000 Air Force Historical Association Annual Air Force Academy Award

2000 US Air Force Academy Bong Award for the Outstanding Graduate in Military History 2000 USAF Academy Wolfe Fellowship for the Outstanding Graduate in Humanities Division



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**Professional Awards**

2021 US Dairy Sustainability Award for Outstanding Community Impact (Calgren Dairy Fuels Developer)

2018 Ground Breaker of the Year Award, Biomass Magazine (Calgren Dairy Fuels Project Developer) 2017 Air Force Meritorious Service Medal

2015 California Energy Commission awarded the Leadership Award in Waste Management from Green Technology for the Pixley Biogas Anaerobic Digester Project – Developed by Maas Energy Works

2009 Northwest Business Monthly Business of the Year (Co-Founder) 2007 Air Force Commendation Medal

2006 HQ Air Intelligence Agency Company Grade Officer of the Quarter

2005 Air Force Squadron Officer's School, Class 2005-01, Commandant's Leadership Award

2005 Air Force Squadron Officer School, Flight B-24, Outstanding Contributor Award

2004 Air Force Special Operations Command selectee, National Military Intelligence Association, MG Jack E. Thomas Award for Outstanding Active-Duty Intelligence Professional

**Foreign Languages** Spanish (fluent) French (limited)

## Hannah Huffines

(864) 353-1105 / hannah.huffines@maasenergy.com

Hannah Huffines offers valuable experience to the dairy industry, both on and off the farm. With respectful roots on a farm herself, Hannah continued her passion for the industry by pursuing biological and animal sciences at Clemson University. Her developed analytical, technical, and business development skills are well utilized in her current role, where she leads a team of environmental analysts in maintaining project compliance and discovering new endeavors by which dairy digesters can feasibly reduce greenhouse gas emissions.



### SELECT EXPERIENCE

Maas Energy Works - Environmental Commodities Manager

MARCH 2021 - PRESENT

- Maintains monthly, quarterly, and annual compliance reports as outlined by the Environmental Protection Agency (EPA) and California Air Resources Board (CARB) for a growing portfolio of 90+ dairy projects.
- Generator of Renewable Identification Numbers (RINs) and Low Carbon Fuel Standard (LCFS) credits; additionally manages the monetization of RINs and LCFS credits to brokerage and end user companies.
- Upholds relationships with offtake partners to organize monthly compressed natural gas (CNG) dispensing schedules and storage capacity needs.
- Successfully develops and maintains approval of Renewable Fuels Standard (RFS) and LCFS applications for a growing portfolio of 90+ dairy projects.
- Manages low carbon intensity Renewable Energy Certificate (REC) generation and sell to brokerage and end user companies for 10 generator projects.
- Regularly projects carbon intensity scores to ensure adequate project development.
- Developed and currently oversees a team of five environmental analysts.

## **Ricky Timms, CPA**

(704) 618-0889 [ricky@maasenergy.com](mailto:ricky@maasenergy.com)

### **PROFESSIONAL EXPERIENCE**

#### **Maas Energy Works LLC January 2022 – Present**

Deputy CFO *Redding, CA*

- Assist the CFO in running all aspects of the Finance department.
- Responsible for maintaining a high-level overview of construction project budgets, review and approve budget change requests, and problem-solve budget overages.
- Responsible for setting accounting policies and procedures and managing federal and state tax filings.
- Develop banking relationships and financing options for projects as needed.
- Communicate with existing and potential equity partners to maintain and develop relationships as needed.

#### **MUFG Union Bank, N.A. August 2018 – January 2022 Vice President – FP&A Manager/Management Reporting Systems & Operations *Remote***

- Responsible for managing month-end close of financial data in OFSAA and Hyperion/Essbase to provide accurate and timely data for analysis and decision support.
- Grew the MRSO offshore operations, by increasing the team from 6 to 16 people, transitioning 95% of monthly production offshore, and driving the implementation of validations to improve data accuracy.
  - Improved governance by remediating audit issues, through implementing additional internal controls, documenting procedures, developing metrics/KPIs, and eliminating single points of failure.
  - Improved actuals/budget reporting through development of system rules, and other system enhancements.
  - Coordinated daily calls between system production and offshore teams, to determine required processing and remediate issues real time, resulting in improved deadlines and data availability and reliability.



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**PricewaterhouseCoopers LLP September 2014 – August 2018** Tax Manager – Financial Services *Charlotte, NC*

- Responsible for managing client tax engagements from start to finish. Responsibilities include budgeting and staffing appropriately, ensuring deadlines are met – project management, evaluating staff, and building client relationships.
- Preparing and reviewing tax compliance and consulting deliverables for Asset Management clients ranging from small fund of funds to a client with over \$200 billion assets under management.
- Involved in change management across the firm as a new PwC proprietary software was rolled out in the U.S. Tasks include training users in different markets, providing feedback to developers, offshoring tasks, and finding efficiencies/process improvements.

**DH Scott & Company LLP October 2013 – August 2014** Staff Accountant *Redding, CA*

- Performed accounting, tax, audit, and attestation services for individuals, small to medium sized businesses, and local government organizations.

**Deloitte LLP May – August 2012** Partnership Solutions Group Intern *New York City, NY*

- Responsible for executing business analyst tasks for a group developing an Internet-based partnership tax compliance and allocation software for funds using Subchapter K.

**CERTIFICATION**

- Certified Public Accountant, Virginia Board of Accountancy
- Lean Six Sigma Green Belt

**EDUCATION**

**Bachelor of Science in Accounting – Summa Cum Laude May 2013**

Palm Beach Atlantic University *West Palm Beach, FL*

- 4.0 Cumulative GPA and 4.0 Major GPA
- Rinker School of Business Outstanding Graduate Spring 2013
- Frederick M. Suppers Honors Program

**ADDITIONAL COMPETENCIES**

- Microsoft Office Suite, OFSAA, Hyperion/Essbase, OBIEE, SQL (basic), several tax products





### **Professional Profile**

David is the Director of Sales (RNG) for Maas Energy Works (MEW). He is responsible for educating the public and building partnerships with organizations to support sustainability efforts. He serves customers within the Renewable Natural Gas (RNG) sector, including speaking at transportation conferences to create a transparent view of the value of RNG. Additionally, David provides oversight for Maas Energy in building customer relationships to facilitate the settlement process for the distribution of (RNG). He supports the Low Carbon Fuel Standard (LCFS) credit programs under the California Air Resources Board (CARB) and supporting public policy initiatives that promote (RNG).

Before joining Maas Energy, David worked at Clean Energy where he managed a portfolio of RNG customer accounts. David also served as the main sales contact during his tenure at Nikkiso. He sold industrial equipment for crude oil & natural gas and supported over (12) domestic and international service centers for aftermarket spare parts.

Furthermore, during his time at Schlumberger Technology Corporation, he worked with various departments ranging from sales, production, and engineering to collaborate on downstream applications for oilfield well reservoirs. Overall, David has increased business growth, company relationships, and partnerships within the Oil & Gas and RNG space. His strong work ethic, diverse background in the industry, and high-level of commitment has allowed him to meet customers' expectations throughout the industry.

### **Professional Experience**

#### **Director of Sales (RNG)**

Maas Energy Works, March 2023 – Present

#### **Business Development Manager**

Clean Energy Fuels, July 2021 – March 2023

#### **Sales & Business Development**

Nikkiso Clean Energy & Industrial Gasses, May 2017 - July 2021

#### **Sales Account Manager**

Schlumberger Technology Corporation, June 2013 - April 2017

### **Education**

Brigham Young University - B.S Business Administration and Entrepreneurship

A.S. Aviation Management

begin reporting credit generation. In the event that the CFS is not operational on the first day of the contract, we will only generate RINS until it is fully operational.

This proforma is to be used for illustration purposes only as market pricing is subject to change month-over-month. We have held RINs at \$1.92 and LCFS at \$68.00, respectively. Our model assumes that the City of Spokane will consume a minimum of 330,000 annual DGE's.

### **CFS Carbon Intensity (“CI”)**

The City of Spokane will receive revenues based on a contractual fixed CI of -250 gCO<sub>2</sub>e/MJ, for financial settlement purposes only. The actual CI for RNG delivered will vary per quarter but and may be lower (more negative). Maas Energy delivers all its RNG from its dairy digesters. As a result, you will be receiving the highest value for your RNG while providing you with some of the lowest dairy CI available in the industry.

### **Cost Savings Analysis**

On a yearly basis, the City of Spokane can benefit from reducing its carbon emissions and gain additional revenue in year 1 of a new 5-year contract of \$261,933 (RNG Supply). The incremental value over a 5-year contract is over \$1.3M in RNG Value. This cost-saving analysis is to be used for illustration purposes only as market pricing of the CFS/RIN credits is subject to change month-over-month.



CITY OF SPOKANE -  
PURCHASING  
915 N Nelson St.  
Spokane, Washington  
99202

# REQUEST FOR PROPOSALS

<p><b>RFP NUMBER: 5849-23</b>  <b>RFP TITLE: RENEWABLE NATURAL GAS AND CLEAN FUEL STANDARD IMPLEMENTATION</b></p> <p><b>RFP COORDINATOR: Thea Prince, City of Spokane Purchasing Department</b></p> <p><b>PRE-SUBMITTAL MEETING:</b> There will be an optional Pre-Submittal Meeting via Teams on Thursday, March 16, 2023 at 1:00 pm. The link for the teams meeting is in this RFP.</p> <p><b>QUESTION DEADLINE: MARCH 17, 2023 AT 3:00 PM</b></p>	<p><b>PROPOSAL DUE DATE: MARCH 27, 2023</b>  <b>TIME: 1:00 PM</b></p> <p><b>Proposal Submittal:</b>  All Proposals shall be submitted electronically through the ProcureWare online procurement system portal: <a href="https://spokane.procureware.com">https://spokane.procureware.com</a> before the due date and time.</p>
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**Pre-Submittal Meeting:** There is an optional Pre-submittal meeting on Thursday, March 16, 2023 at 1:00 pm. This meeting will be via Teams - Join on your computer, mobile app or room device

[Click here to join the meeting](#)

**Meeting ID: 294 341 031 529**

**Passcode: oCGUgS**

## 1. GENERAL INFORMATION

### 1.1 COMMUNICATION

All communication between the Proposer and the City shall be with the RFP Coordinator and submitted through the 'Clarifications' tab in the City of Spokane's online procurement system portal: <https://spokane.procurement.com>. Any communication directed to other parties is prohibited.

### 1.2 BACKGROUND AND PURPOSE

The City of Spokane, through its Fleet Services Department (hereinafter "City") is initiating this Request for Proposals (RFP) to solicit Proposals from Firms interested in providing the City with 100% Renewable Natural Gas for our fleet of CNG Refuse trucks. Natural Gas for transportation fueling purposes have averaged approximately 330,000 (DGE) per year. It is expected to increase year over year in future years. The City's goal is to reduce its energy costs and greenhouse gas emissions (by the way of rebates) while maintaining the highest degree of reliability and quality in its natural gas to ensure the our vehicles can be fueled and operated every day of the year.

### 1.3 MINIMUM QUALIFICATIONS

The Firm must be licensed to do business in the State of Washington. The Firm must have 5 years of experience in sourcing Renewable Natural Gas market to meet the City's fuel requirements.

### 1.4 CONTRACT PERIOD

Any contract resulting from this RFP will be three (3) years with two (2) 2 year extension optional renewals. Contract is renewable upon mutual agreement.

### 1.5 ADDENDA

It is the responsibility of Proposers to check the City of Spokane's online procurement system <https://spokane.procurement.com> for Addenda or other additional information that may be posted regarding this Request for Proposals.

### 1.6 TERMS AND CONDITIONS

Terms and Conditions applicable to this RFP are included herein by reference and attached to this RFP as Attachment 1.

### 1.7 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Question and answer period	March 2 – March 10, 2023
Proposals due	Monday, March 20, 2023
Evaluation, Negotiation and Contract Award	March 20 – March 31, 2023
Begin contract work	May 1, 2023

The City reserves the right to revise the above schedule.

## 1.8 DEFINITIONS

Definitions for the purposes of this RFP include:

**City** – The City of Spokane, a Washington State municipal corporation, the agency issuing this RFP.

**Firm or Consultant** – Individual or company whose Proposal has been accepted by the City and is awarded a fully executed, written contract.

**Proposal** – A formal offer submitted in response to this solicitation.

**Proposer** - Individual or Firm submitting a Proposal in order to attain a contract with the City.

**Request for Proposals (RFP)** – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFP is to permit the consultant community to suggest various approaches to meet the City’s needs at a given price.

## 2. SCOPE OF SERVICES

The City is seeking qualified firms or producers of RNG to provide revenue shares of RNG production based upon offtake consumption by the City. It is the City’s goal to reduce GHG emissions (by way of rebates) while maintaining the highest possible degree of reliability and quality in its natural gas supply to ensure vehicles can be fueled and operated everyday of the year. Clean Fuel Standard Implementation through the Washington State Low Carbon Fuel Standard through the Department of Commerce. Firm to provide guidelines, roles and support between the City and Commerce. The firm is responsible for all regulatory aspects of registering the City’s fueling station. The City is seeking information regarding other offsets/rebates available as well. The City has attached the historical purchases of CNG (in DGE) to the Firm (Attached).

## 3. PROPOSAL CONTENTS

### 3.1 PREPARATION OF PROPOSAL

Proposals shall be clear, concise, in order and titled as: Letter of Submittal, Technical Proposal, Management Proposal and Cost Proposal.

### 3.2 LETTER OF SUBMITTAL

The Letter of Submittal shall be signed and dated by a person authorized to legally bind the Firm to a contractual relationship. Include the following information about the Firm and any proposed sub-consultants:

- A. Name, address, principal place of business, telephone number, and e-mail address of legal entity or individual with whom contract would be written;
- B. Legal status of the Firm (sole proprietorship, partnership, corporation, etc.) and location of the facility from which the Firm would operate;
- C. Identification of any current or former employees from the participating Agencies employed by or on the Firm’s governing board as of the date of the Proposal or during the previous twelve (12) months; and

D. Acknowledgement that the Firm will comply with all terms and conditions set forth in the Request for Proposals, unless otherwise agreed by the Agencies.

### **3.3 TECHNICAL PROPOSAL**

Proposal content for this section shall include an understanding of the City's requirements and a proposed approach, methodology and comprehensive work plan.

A. Demonstrate a clear and concise understanding of the project requirements along with a proposed approach and methodology for management and successful completion of the scope of services. Provide details describing project team, lines of authority, responsibilities and person within the Firm that will have prime responsibility and authority for the work. The Firm may also present any creative approaches that may be appropriate and may provide any pertinent supporting documentation.

B. Provide a detailed description of all of the proposed tasks, services, activities, etc. necessary to accomplish the scope of the project as described in the Scope of Services section. This will include team assignments, allocations of resources and a project schedule with completion dates for elements of work and deliverables. If applicable, provide name and address of any sub-consultant and what services they may provide. Describe how Firm will respond proactively to issues and project scope changes. Include any required involvement by City staff.

### **3.4 MANAGEMENT PROPOSAL**

Proposal content for this section shall include experience, capabilities and qualifications to convey the ability to perform the scope of services.

A. Indicate the experience the Firm, staff and any sub-consultants have relevant to the scope of services. Provide name, title, brief description of duties, responsibilities, qualifications, and years of pertinent experience. Indicate availability for each staff member assigned to the project and include percentage of time each will be assigned to the project. Resumes may be included limited to 2 pages per person. The Firm shall commit that staff identified in its Proposal will actually perform the assigned work. Any staff substitution must have the prior approval of the City.

B. Include a list of contracts the Firm has had during the last three (3) years that relate to the Firm's ability to perform the services needed under this RFP. Provide contract period, contact names, phone numbers and e-mail addresses. Identify three (3) specific references from this list and briefly describe the work accomplished. Do not include City staff as references. The Firm grants permission to the City to contact the list provided.

C. If the Firm has had a contract terminated for default in the last five (5) years, describe the incident. Termination for default is defined as notice to stop performance due to the Firm's non-performance or poor performance and if the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default. Provide other party's name, address, phone number and email address. If no such termination for default has been experienced by the Firm in the past five (5) years, so indicate.

### **3.5 COST PROPOSAL**

The Cost Proposal shall identify all costs to be charged including any expenses necessary to accomplish the tasks and to produce the deliverables under the contract. Submit as a fully detailed budget with a total cost. Firms are required to collect and pay Washington state sales tax, if applicable. Do not include Washington state sales tax in Proposal.

## 4. PROPOSAL SUBMISSION AND EVALUATION

### 4.1 SUBMISSION OF PROPOSALS

Proposals shall be submitted with most favorable terms that can be proposed. There will be no best and final offer procedure. Proposals shall be submitted electronically through the City of Spokane's online procurement system portal: <https://spokane.procureware.com> before the due date and time.

**Hard paper, e-mailed or faxed copies will not be accepted. Late Proposals shall not be accepted.**

Proposers must register if they have not done so previously and follow the steps below to enter and submit the electronic Proposal:

1. Click on "Bids" located on the left hand column.
2. Find the applicable project and click the "Project Number".
3. Click on the "Response" tab.
4. In the "Questions" tab, **answer questions and** upload required documents into the bid portal by clicking on "Browse" for each item. Note that only one document can be uploaded per question line item so combine if necessary.
5. Click on the "Pricing" tab and enter pricing as requested. If there are no lines in the "Pricing" Tab, skip tab. Cost shall be included in Proposal document submitted. A "Comment" field is available if needed.
6. Once the Questions have been entered, the yellow "Question Response" information message will change from incomplete to complete. Then the "Submit" button will become available.
7. Click the "Submit Bid" button and review the terms and conditions, pop-up window that appears. If you agree to the terms and conditions, click the "I Accept and Submit this Bid" button.
8. If you want to remove your Proposal, click the red "Withdraw Bid" button in the "Response" tab for the applicable Proposal.

### 4.2 EVALUATION PROCEDURE

Responsive Proposals will be evaluated in accordance with the requirements stated in this solicitation and any addenda issued. The City, at its sole discretion, may elect to select the top-scoring Firms as finalists for an oral presentation and evaluation. The RFP Coordinator may contact the Firm for clarification of any portion of the Firm's Proposal.

### 4.3 EVALUATION SCORING

The Proposal will be evaluated as follows:

<b>TECHNICAL PROPOSAL – 20%</b> Project Approach/Methodology/Understanding Work Plan/Schedule/Deliverables	20 points (Maximum)	20 points
<b>MANAGEMENT PROPOSAL - 20%</b> Firm and Staff Experience/Capabilities/Qualifications	20 Points (Maximum)	20 points
<b>COST PROPOSAL – 60%</b>	60 Points (Maximum)	60 points
<b>GRAND TOTAL FOR WRITTEN PROPOSAL</b>		<b>100 POINTS</b>

#### 4.4 AWARD/REJECTION OF PROPOSAL/CONTRACT

This RFP does not obligate the City to award a contract. Any contract awarded as a result of this procurement is contingent upon the availability of funding.

The City of Spokane reserves the option of awarding this contract in any manner most advantageous for the City and without further discussion of submitted Proposal. Failure to comply with any part of the RFP may result in rejection of Proposal as non-responsive. The City also reserves the right, at its sole discretion, to waive minor irregularities, reject any and all Proposals received without penalty and to not issue a contract from this RFP. More than one contract may be awarded. Contract negotiations may incorporate some or all of the Proposal.

Award of contract, when and if made, will be to the proposer whose Proposal is the most favorable to the City including consideration the evaluation criteria. Interlocal agreements accessing other agency contracts where applicable may be considered as a Proposal. Contract is optional (non-exclusive) use.

### 5. RFP ATTACHMENTS

Attached to this RFP and incorporated herein by reference are the following background documents:

2019 Quantity (DGE)		2020 Quantity (DGE)		2021 Quantity (DGE)		2022 Quantity (DGE)	
Jan	20,007.140	Jan	19,268.935	Jan	27,922.765	Jan	26,004.725
Feb	18,251.639	Feb	20,852.744	Feb	23,678.351	Feb	26,654.636
Mar	19,275.900	Mar	19,603.165	Mar	26,959.434	Mar	24,067.788
Apr	24,182.593	Apr	19,078.388	Apr	27,792.263	Apr	24,134.237
May	21,495.885	May	19,684.349	May	27,126.680	May	26,698.331
Jun	21,736.000	Jun	21,732.895	Jun	27,319.506	Jun	28,788.597
Jul	22,469.124	Jul	24,964.349	Jul	27,091.738	Jul	26,815.605
Aug	21,785.050	Aug	23,237.637	Aug	26,057.223	Aug	30,734.214
Sep	22,586.705	Sep	26,240.921	Sep	25,738.988	Sep	30,396.505
Oct	17,963.214	Oct	25,834.597	Oct	26,506.079	Oct	27,847.442
Nov	24,868.230	Nov	23,843.334	Nov	27,577.220	Nov	29,961.061
Dec	21,387.165	Dec	30,962.947	Dec	27,438.237	Dec	25,359.954
	256,008.645		275,304.261		321,208.484		327,463.095





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

05/08/2023

<b>Date Rec'd</b>	4/25/2023
<b>Clerk's File #</b>	OPR 2023-0466
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	ITB - 5869-23
<b>Requisition #</b>	VALUE BLANKET

<b>Submitting Dept</b>	WASTEWATER MANAGEMENT
<b>Contact Name/Phone</b>	MIKE CANNON 625-4642
<b>Contact E-Mail</b>	MCANNON@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Purchase w/o Contract
<b>Agenda Item Name</b>	4320 VALUE BLANKET TO TWO RIVERS TERMINAL, LLC TO SUPPLY CITRIC ACID

**Agenda Wording**  
 ITB 5869-23 was issued to enable us to procure this necessary product on an as needed basis. The contract shall be with Two Rivers Terminal, LLC. for a five-year period beginning approximately May 8th, 2023 and terminating on May 7th, 2028.

**Summary (Background)**  
 Citric Acid 50% will be used with the new membrane facility, which is responsible for removing Phosphorus from water from the Riverside Park Water Reclamation Facility that is discharged to the Spokane River. RPWRF is required, by its discharge permit, to chemically remove Phosphorus from its effluent flow. This chemical will be used to maintain the membranes, so we can achieve the extremely low phosphorus levels in accordance with the NPDES permit and DO TMDL.

Lease? NO	Grant related? NO	Public Works? NO
<b>Fiscal Impact</b>		<b>Budget Account</b>
Expense	\$ \$987,812.50	# 4320-43260-35148-53203
Select	\$	#
Select	\$	#
Select	\$	#

<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	ARRINGTON, KYLE	<b>Study Session\Other</b>	PIES 4/24/23
<b>Division Director</b>	FEIST, MARLENE	<b>Council Sponsor</b>	CM Kinnear
<b>Finance</b>	ALBIN-MOORE, ANGELA	<b>Distribution List</b>	
<b>Legal</b>	HARRINGTON, MARGARET	hbarnhart@spokanecity.org	
<b>For the Mayor</b>	SMITHSON, LYNDEN	kkeck@spokanecity.org	
<b>Additional Approvals</b>		mmurray@spokanecity.org	
<b>Purchasing</b>	PRINCE, THEA	Tax & Licenses	
		rrinderle@spokanecity.org	

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Submitting Department</b>	RPWRF
<b>Contact Name</b>	Mike Cannon
<b>Contact Email &amp; Phone</b>	<a href="mailto:mcannon@spokanecity.org">mcannon@spokanecity.org</a>
<b>Council Sponsor(s)</b>	CM Kinnear
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Consent to award five (5) year value blanket contract to supply Citric Acid 50% solution to Two Rivers Terminal, LLC.
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>ITB 5869-23 was issued to enable us to procure this necessary product on an as needed basis.</p> <p>Citric Acid 50% will be used with the new membrane facility, which is responsible for removing Phosphorus from water from the Riverside Park Water Reclamation Facility that is discharged to the Spokane River. RPWRF is required, by its discharge permit, to chemically remove Phosphorus from its effluent flow. This chemical will be used to maintain the membranes, so we can achieve the extremely low phosphorus levels in accordance with the NPDES permit and DO TMDL.</p> <p>The contract shall be with Two Rivers Terminal, LLC. for a five-year period beginning approximately May 8<sup>th</sup>, 2023 and terminating on May 7<sup>th</sup>, 2028.</p>
<b>Proposed Council Action</b>	Council consent agenda, May 8 <sup>th</sup> , 2023
<b>Fiscal Impact</b>	
Total Cost: <u>\$987,812.50</u>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Specify funding source: Department	
Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities?	
There will be no disproportionate impacts to historically excluded communities.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
N/A: The proposed expenditure is for critical utility infrastructure and our NPDES permit.	

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

N/A: The proposed expenditure is for critical wastewater treatment.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This aligns with our current Purchasing Policy guidelines. ITB 5869-23 was issued and Two Rivers Terminal, LLC. was the lowest responsive, responsible bidder.



CITY OF SPOKANE  
 Nelson Purchasing Team  
 SPOKANE, WA  
 PHONE 509 625 6527

ITB 5869-23 Citric Acid 50%, As Needed

Annual Quantities shown on "Pricing Tab" are estimates only and are not to be construed as firm or guaranteed. Quantities are estimates only and are given for the purpose of comparing bids on a uniform basis. Unit Pricing SHOULD NOT include tax.

VENDOR		Brenntag		NorthStar Chemical, Inc		Thornton, Musso, and Bellemin, Inc.		Two Rivers	
Item	Annual Estimated Quantity, More Or Less	Unit Price Per Gallon	Extended Price	Unit Price Per Pound	Extended Price	Unit Price Per Pound	Extended Price	Unit Price Per Pound	Extended Price
Citric Acid 50%. Unit Price Per Gallon is inclusive of all Freight Transport, Delivery, Handling, and Demurrage Charges. Unit Price Should Not Include Tax. Pricing would be firm throughout the first year of contract. Pricing Adjustments can be requested on the anniversary of the award with justification.	25,000 Gallons	\$8.60	\$215,000	\$15.75	\$393,750	\$16.25	\$406,250	\$7.25	\$181,250
<b>Table 1 Subtotal</b>		\$215,000.00		\$393,750.00		\$406,250.00		\$181,250.00	
<b>Table 1 Tax</b>		\$19,350.00		\$35,437.50		\$36,562.50		\$16,312.50	
<b>Table 1 Extended Total</b>		\$234,350.00		\$429,187.50		\$442,812.50		\$197,562.50	
<b>EMERGENCY DELIVERY:</b> Additional Freight Cost per gallon for Emergency Deliveries ONLY. Cost Should Not Include Tax.		<b>Cannot Deliver within 24 hours</b>				\$0.00		\$7.25	
<b>EMERGENCY DELIVERY:</b> Flat Rate Fee Per Emergency Delivery				\$800					

**Bid Response Summary**

**Bid Number** ITB 5869-23  
**Bid Title** Citric Acid 50%, As Needed  
**Due Date** Monday, April 10, 2023 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]  
**Bid Status** Closed to Bidding  
**Company** Two Rivers Terminal, LLC  
**Submitted By** Efrain Alvarez - Friday, April 7, 2023 2:02:42 PM [(UTC-08:00) Pacific Time (US & Canada)]  
efraina@tworiversterminal.com 509-547-7776

**Comments****Question Responses**

Group	Reference Number	Question	Response
SUBMISSION OF BIDS			
	#1	Bid Responses shall be submitted electronically through the City of Spokane's bidding portal: <a href="https://spokane.procureware.com">https://spokane.procureware.com</a> 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 agree and 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 1:00 p.m. Pacific Local Time, on the bid opening date.	I agree and 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	I agree and I acknowledge
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 agree and 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 ninety (90) calendar days after the opening date.	I agree and I acknowledge

GRANT FUNDING			
	#1	NO Grant money will be used – Department operating budget will be used.	I agree and I acknowledge
DEFINITIONS			
	Bidder	One who submits a Bid	I agree and I acknowledge
	Vendor	Bidder to whom contract or purchase order is awarded.	I agree and I acknowledge
	Purchaser	City of Spokane and other government agencies (Pursuant to RCW 39.34).	I agree and I acknowledge
	Until Further Notice	Any time in excess of ninety (90) days from date of opening.	I agree and I acknowledge
	Cost	Total cost of ownership based on the best available information.	I agree and I acknowledge
Contact Information:			
	1	Please indicate the appropriate point of contact (including phone number and email) regarding this Bid and placement of orders if awarded. If these actions will not be managed by the same person, please explicitly specify all relevant contacts.	Efrain Alvarez at Two Rivers Terminal, LLC 509-760-8426 or 509-547-7776 Efraina@tworiversterminal.com
	1.1	Person confirms Company will confirm compliance with all instructions, terms, and conditions of this Request for Bids, to furnish items at the prices stated	I agree and I acknowledge
	2	How many Addenda do you acknowledge receipt of?	I am familiar with two Clarifications regarding the Bid.
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 Bid invitation.	Certifies No Agreement Has Been Entered
Delivery:			
	1	Normal Delivery: Supplier agrees to deliver product to the FOB Delivery Point in accordance with the following timeline: Delivery Within seven (7) Business Days ARO.	Yes
	2	EMERGENCY Delivery: Supplier agrees to deliver product to the FOB Delivery Point in accordance with the following timeline: Delivery Within TWENTY-FOUR (24) Hours ARO.	Yes
	3	These items will be purchases on an "As Needed" basis by the Riverside Park Water Reclamation Facility Department.	Yes

4	F.O.B. Delivery Point: Transferred to storage tanks at the Riverside Park Water Reclamation Facility, 4401 North Aubrey L. White Pkway, Spokane, Washington, 99205.	I acknowledge and I understand
Term of Value Blanket Order:		
1	The Value Blanket Order resulting from this ITB will be for a five year period, beginning approximately JUNE 15, 2023, and terminate on June 14, 2028.	I acknowledge and I understand
Payment Terms:		
1	Payment shall be made via direct deposit/ACH (except as provided by state law) according to net30 terms 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 and I understand
Additional Items:		
1	The City of Spokane reserves the right to purchase additional quantities of these items at the quoted price. Supplier agrees to sell at the same price, terms, and conditions. If Yes, prices are good until further written notice.	Yes
Business Registration:		
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 and being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The supplier shall be responsible for contacting the State of Washington Business License Services at <a href="http://bls.dor.wa.gov">http://bls.dor.wa.gov</a> or 1-800-451-7985 to obtain a business registration. If the supplier 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 and I understand

2	<p>Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The supplier shall be responsible for contacting the State of Washington Business License Services at <a href="http://bls.dor.wa.gov">http://bls.dor.wa.gov</a> or 1-800-451-7985 to obtain a business registration. If the supplier 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.</p>	<p>Business Name:TWO RIVERS TERMINAL, LLCUBI Number:602 341 599 Business Type:WA LIMITED LIABILITY COMPANYBusiness Status:ACTIVE Principal Office Street Address:3300 N GLADE RD, PASCO, WA, 99301, UNITED STATESPrincipal Office Mailing Address:PO BOX 2327, PASCO, WA, 99302-2327, UNITED STATES Expiration Date:11/30/2023 Jurisdiction:UNITED STATES, WASHINGTON Formation/ Registration Date:11/24/2003Period of Duration:PERPETUAL Inactive Date:Nature of Business: WHOLESALE TRADE Registered Agent Name:STEVE PEOT Street Address:3300 N GLADE RD, PASCO, WA, 99302-0000, UNITED STATES Mailing Address:PO BOX 2327, PASCO, WA, 99302-0000, UNITED STATES</p>
Special Instructions:		
1	<p>The CITRIC ACID 50% shall be transported in DOT approved tanker trucks.</p>	<p>I acknowledge and I understand</p>
2	<p>Quantities shown are estimates only and are not guaranteed. Actual usage may be more or less. Orders will be placed as needed throughout contract term with a blanket order process. Payment would only be made for actual orders placed, delivered, and accepted.</p>	<p>I acknowledge and I understand</p>
3	<p>Bidders must UPLOAD HERE, a cover letter stating qualifications for supplying specified product on contract with the City of Spokane.</p>	<p>Cover Letter for ITB-5869-23.docx</p>



4	<p>The Citric Acid 50% shall be transported in DOT approved tanker trucks and transferred to storage tanks at the Riverside Park Water Reclamation Facility, 4401 North Aubrey L. White Pkway, Spokane, Washington, 99205. Method and equipment for delivery shall be compatible with the RPWRF site and with receiving and storage equipment available at the site. Deliveries are to be made from 7:30 a.m. to 2:00 p.m. Monday through Thursday, as required. (NOTE: DELIVERIES SHOULD BE COMPLETE BY 2:00 P.M.) Deliveries made outside these hours may be arranged occasionally on a case by case basis; notification must be made at least 1 hour prior to delivery. All vendors will be held responsible to comply with the established receiving program. Deliveries that would extend beyond 2:00 p.m. may be required to delay unloading until the following acceptable business day. All Citric Acid is to be delivered (F.O.B.) to the storage tanks at the RPWRF. The City of Spokane also reserves the right to add delivery locations, if needed, within the city limits.</p>	I acknowledge and I understand
5	<p>Bidder must provide a typical analysis sheet of their product analyzing for the parameters listed in the quote. Upload Here.</p>	50% Citric Acid (Form).docx
6	<p>Any Citric Acid 50% delivered that does not meet specifications will not be acceptable. If the bidder's product is unsatisfactory but was inadvertently placed into the facilities system prior to rejection and subsequently causes physical damage or extra cleanup labor, the City will be reimbursed for any associated costs, and at the City's option, a new vendor will be used. Any equipment damage, down time, labor charges, fines, or any other costs caused by material that does not meet specifications or was not delivered on time, will be assumed by the vendor.</p>	I acknowledge and I understand
7	<p>All of the Citric Acid 50% will be delivered to Riverside Park Water Reclamation Facility, 4401 North Aubrey L. White Parkway, Spokane WA 99205.</p>	I acknowledge and I understand
8	<p>The awarded vendor may be subject to grab analyses to determine integrity of the quality of the product. Grabs will be taken by Plant Personnel at the time of product delivery. Product performance will additionally be evaluated as to its performance in previous years.</p>	I acknowledge and I understand

9	Upon delivery of non-conforming product, the vendor will be penalized \$500.00 per delivery. Two such non-conforming deliveries within a four week period will constitute breach of contract by non-performance, and the City reserves the right to cancel the contract. The vendor will be liable for the cost difference to the City of purchasing the product on the open market until such time as a new bid is awarded, not to exceed 45 days.	I acknowledge and I understand
10	Certificate of Analysis: Upon delivery, the City shall be provided with a certificate of analysis which details the percent of Citric Acid and the Specific Gravity. The certificate shall include gross, tare and net delivery weights.	I acknowledge and I understand
11	Vendors 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 and I understand
12	Brochures to be included with Bid.	I acknowledge and I understand
13	The City of Spokane reserves the right to accept or reject any variance from the published specifications and to award the bid in a manner that is most advantageous to the continued efficient operation of the RPWRF.	I acknowledge and I understand
14	The Vendor must have an adequate supply within a 25 mile distance, or 24-hour response/delivery of the City of Spokane.	I acknowledge and I understand
15	Delivery time shall be a consideration of awarding this contract. Therefore the City requests a completed delivery date as soon as possible within 7 days ARO.	I acknowledge and I understand
16	Successful Bidder shall furnish standard warranty as well as any other warranty required in the Bid specifications.	I acknowledge and I understand
17	Federal and State laws governing this product must be satisfied.	I acknowledge and I understand
18	It shall be the Vendor's responsibility to conform to all Federal Standards for certification.	I acknowledge and I understand
19	SAFETY DATA SHEETS must be uploaded here for the product you are bidding on.	Citric Acid Solution 50 SDS TRT.pdf
20	References are to be uploaded here. Bidder must furnish names, addresses, telephone numbers and e-mail addresses of representatives of at least three (3) companies/municipalities which have been continually using the product being bid for at least two years. If no references are completely applicable, provide two (2) references which most nearly apply. References must be located in similar climates.	ITB 5869 References.docx

21	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.	I acknowledge and I understand
Technical Specifications:		
1	The following technical specifications are the minimum acceptable specifications and failure to comply may be used as a basis for rejection of the Bid.	I acknowledge and I understand
2	Citric Acid Solution 50% to be shipped in truckload quantities (Approximately 2000 gallons per load).	To be supplied
3	Capacity of tankers shall comply with DOT specifications	To be supplied
3.1	If you took exception to #3 above, explain in detail.	
4	Deliveries shall be made to the two (2) 2,200 gallon storage tanks at Riverside Park Water Reclamation Facility.	To be supplied
4.1	If you took exception to #4 above, explain in detail.	
5	Delivery method is to be compatible with unloading equipment at delivery point - Riverside Park Water Reclamation Facility.	To be supplied
5.1	If you took exception to #5 above, explain in detail.	N/A
6	Deliveries shall be made between 7:30 a.m. and 2:00 p.m. Monday through THURSDAY with the exception of recognized holidays unless arranged in advance. Deliveries to be in accordance with special instructions above.	To be supplied
6.1	If you took exception to #6 above, explain in detail.	
7	Emergency deliveries to be made within 24 hours of request. Purchaser will endeavor to keep emergency deliveries to a minimum.	To be supplied
7.1	If you took exception to #7 above, explain in detail.	
Minimum Specifications:		
1	Citric Acid, liquid, 50%, Technical Grade	I agree and I acknowledge
1.1	CAS number: 77-92-9	I agree and I acknowledge
1.2	Appearance: Clear Liquid	I agree and I acknowledge
1.3	Citric Acid Content as %W/W: 45.0 to 55.0	I agree and I acknowledge
1.4	Specific Gravity: 1.236 to 1.247	I agree and I acknowledge
2	If the product differs from the provisions contained herein, these differences must be explained in detail.	N/A
Terms and Conditions:		
1	All freight charges shall be the responsibility of the winning supplier.	I agree and I acknowledge

2	The City reserves the right to accept or reject any variance from the noted specifications and to award this business in a manner that is most advantageous to the continued efficient operation of the City. This quote may be split and awarded to multiple suppliers.	I agree and I acknowledge
3	Delivery time shall be a consideration of awarding this business. Therefore, the City requires an ETA at time of quote.	I agree and I acknowledge
4	The respondent 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 Quote invitation.	I agree and I acknowledge
5	Bidders must provide a minimum of sixty (60) days for acceptance by the City from the bid due date.	I agree and I acknowledge
6	Supplier (____ 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
7	Supplier (____ 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
8	The items to be furnished by the Bidder on this Bib must be of the latest possible design and production.	I acknowledge and I understand
9	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
10	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 agree and I acknowledge

11	<p>Bid Errors: When, after the opening and tabulation of Bids, a Bidder claims error, and requests to be relieved of award, Bidder 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 Bidder's Quote.</p>	I acknowledge and I understand
12	<p>Rejection of Bids: 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.</p>	I acknowledge and I understand
13	<p>AWARD OF CONTRACT: 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. The City reserves the right to award to more than one contract.</p>	I acknowledge and I understand
14	<p>ORGANIZATION Proposal of an ( ) individual ( ) partnership ( ) corporation organized and existing under the Laws of the State of _____</p>	Partnership and existing under the Laws of the State of Washington.
15	<p>INTERLOCAL PURCHASE AGREEMENTS The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to RCW 39.34. In submitting a response the Vendor agrees to sell additional items at the Bid price, terms and conditions to the City of Spokane and other public agencies contingent upon the seller's review and approval at the time of a requested sale. Any price de-escalation/escalation provisions of this Bid Proposal shall apply in the case of a sale of additional items. Seller's right to refuse to sell additional items at the time of request shall be absolute.</p>	Yes
16	<p>Bidder accepts has read and acknowledges compliance with Terms and Conditions, located in "Documents Tab". If answer is "I don't agree and I don't acknowledge", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.</p>	I agree and 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 agree and 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 agree and 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 agree and 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 agree and I acknowledge
INSURANCE		
1	Awarded Supplier must provide Certificate of Insurance, at its own expense, prior to performing deliver for the below insurance coverage(s):	I agree and I acknowledge
2	a. Worker's Compensation Insurance in compliance with RCW 51.12.020 which requires subject employers to provide worker's compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.00.	I agree and I acknowledge

<p>3</p>	<p>b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000.00 for bodily injury and property damage. It shall include 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 \$1,500,000.00 in order to meet the insurance coverages required under this Contract.</p>	<p>I agree and I acknowledge</p>
<p>4</p>	<p>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 or the completed value of the improvement. Hazard or XCU (Explosion, Collapse, Underground) Insurance should be provided if any hazard exists; and</p>	<p>I agree and I acknowledge</p>
<p>5</p>	<p>d. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000.0 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.</p>	<p>I agree and I acknowledge</p>
<p>6</p>	<p>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.</p>	<p>I agree and I acknowledge</p>

Evaluation of Quotes:

1	Evaluation of Quotes Shall be based upon the following criteria, where applicable: 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. B. The quality of the items quoted, their conformity to specifications and the purpose for which they are required. C. The Bidder's ability to provide prompt and efficient service and/or delivery. D. The character, integrity, reputation, judgment, experience and efficiency of the Bidder. E. The quality of performance of previous contracts or services. F. The previous and existing compliance by the Bidder with the laws relating to the contract or services. G. Uniformity or interchangeability. H. The energy efficiency of the product throughout its life. J. Any other information having a bearing on the decision to award the contract.	I acknowledge and I understand
Polychlorinated Biphenyls (PCBs):		
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
1.1	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)?	Don't Know
1.2	If so were PCBs found at a measurable level?	Don't Know
1.3	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)?	Don't Know
1.4	If so attach the results or note from whom the results can be obtained.	
1.5	Do you have reason to believe the product contains measurable levels of PCBs?	No
1.6	Do you have reason to believe the product packaging contains measurable levels of PCBs?	No
PRICING		



1	FREIGHT TRANSPORTATION CHARGES will be the responsibility of the winning Vendor.	I agree and I acknowledge
2	Unit Price Per Gallon is inclusive of all Freight Transport, Delivery, Handling, and Demurrage Charges. Invoices are to be billed by gallon.	I agree and I acknowledge
3	Does Vendor intend on charging a Tariff/Freight Surcharge per each delivery?	No
3.1	If intending on charging a Tariff/Freight Surcharge per delivery, state how surcharge is calculated, and provide a calculated example.	n/a
4	If intending on charging additional fees or cost for Emergency Deliveries, state fees or cost, and how fees or cost are calculated, and provide a calculated example.	n/a
5	Sales Tax: 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 bidder's unit pricing. All submissions shall be tabulated by the City who with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.	I agree and I acknowledge
6	The Vendor's prices shall be firm throughout the first year of the contract period.	I agree and I acknowledge
6.1	Bidder has entered Pricing on the Pricing Form. Unit Pricing Did Not Include Tax.	I agree and I acknowledge
7	PRICING ADJUSTMENTS: Pricing can be requested on the anniversary of the award with justification.	I agree and I acknowledge
7.1	Back up documentation from manufacturer and/or other sources must be included to justify request. The United States published indices such as the Producer Price Index (PPI), or other government data, may be referenced to help substantiate the Vendor's documentation.	I agree and I acknowledge
7.2	All price adjustments must be agreed on by both parties. Vendor must request pricing adjustment in writing, and cannot be applied retroactively to orders already placed with the Vendor. Price increases must apply to all or broad classes of customers and shall in no way single out the Purchaser.	I agree and I acknowledge
7.3	The City of Spokane reserves the right to cancel the contract if the escalation of price is not advantageous to the City.	I agree and I acknowledge
8	PRICE DECREASES: During the contract period, any price decreases obtained by Contractor shall be reflected in a contract price reduction to the Purchaser retroactive to the Contractor's effective date.	I agree and 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 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
Annual Quantities shown on "Pricing Tab" are estimates only and are not to be construed as firm or guaranteed. Quantities are estimates only and are given for the purpose of comparing bids on a uniform basis. Unit Pricing SHOULD NOT include tax.								
	PRODUCT	Citric Acid 50%. Unit Price Per Gallon is inclusive of all Freight Transport, Delivery, Handling, and Demurrage Charges. Unit Price Should Not Include Tax. Pricing would be firm throughout the first year of contract. Pricing Adjustments can be requested on the anniversary of the award with justification.	Base	Per Gallon	25,000.00	\$7.25	\$181,250.00	
EMERGENCY DELIVERY								
	EMERGENCY DELIVERY	Additional Freight Cost per GALLON for Emergency Deliveries ONLY. Cost Should Not Include Tax.	Base	Per Gallon	1.00	\$7.25	\$7.25	
<b>Total Base Bid</b>	\$181,257.25							



Phone (509) 547-7776 Fax (509) 546-9508

3300 C Glade North Road, Pasco, WA 99301

Two Rivers Terminal is a chemical manufacturer and distributor located in Pasco, Washington. Two Rivers Terminal is named after the Pasco region, which is where the Snake and the Columbia Rivers meet. The company maintains facilities located north in Pasco, Wa, Moses Lake, WA, and Umatilla, Oregon. These facilities have bulk storage capabilities of storing over 10,000 tons of liquid and dry products. In addition, Two Rivers Terminal maintains two chemical warehouses used for the storage of packaged specialty chemicals.

In Pasco, Two Rivers Terminal utilizes a series of chemical reactors to custom manufacture specialized chemicals for their customers. Along with these reactors, the company has invested in several additional pieces of equipment that are used to improve the quality, safety, efficiency, and consistency of both our products and systems. This equipment includes heat exchanging devices, scales and measurement equipment, and filtration equipment.

Two Rivers Terminal is a division of Land View Fertilizer based out of Minidoka, Idaho. Land View has been in business since 1982.

The traditional focus of the company has been based on agricultural chemicals and fertilizers. However, in recent years the company has found several different industrial applications for the products they handle and produce. Currently Two Rivers sells chemicals to mining operations, concrete accelerator manufacturers, pulp mills, feed mills, incinerators, municipalities, and ground remediation applications.

Manufacturing focuses are centered on liquid products that contain calcium, magnesium, sulfur, nitrogen, phosphorous, and potassium. The ingredients and final products include acids, caustics, and neutral PH chemicals. Products are sold primarily in bulk truckload quantities; however, drummed and toted options are available.

Two Rivers Terminal aims to deliver and meet the expectations of our customers. Currently, Two Rivers is serving the Citric Acid 50% needs of the City of Spokane.

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Efrain Alvarez  
Cell (509) 760-8426  
Efraina@tworiversterminal.com

# Two Rivers Terminal

PO Box 2327 - Pasco, WA 99302 - Ph: (509) 547-7776

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

Certificate of Analysis

## Citric Acid

Citric Acid, liquid, 50%, Technical Grade

Date/Time: [Click here to enter text.](#)  
Certified By: [Click here to enter text.](#)  
Bill of Lading: [Click here to enter text.](#)

	<u>Specification</u>	<u>Result</u>
Concentration:	45.0 – 55.0	50% as % W/W
Specific Gravity:	Record	<a href="#">Click here to enter text.</a>
Temperature:	Record	<a href="#">Click here to enter text.</a>
Appearance:	Record	<a href="#">Click here to enter text.</a>

**TWO RIVERS  
TERMINAL, LLC**



## SECTION 1: Identification of the substance/mixture and of the company/undertaking

### 1.1. Product identifier

Product form : Mixture  
Trade name : Citric Acid 50%  
CAS No : 77-92-9

### 1.2. Relevant identified uses of the substance or mixture and uses advised against

Use of the substance/mixture : Food industry: additive  
Industrial use

### 1.3. Details of the supplier of the safety data sheet

Two Rivers Terminal  
3300 North Glade Road  
Pasco, Wa. 99302 - USA  
T 509-547-7776 - F 509-546-9508  
[www.tworiversterminal.com](http://www.tworiversterminal.com)

### 1.4. Emergency telephone number

Emergency number : 24 Hour Emergency HAZMAT Response: (800) 229-5252; EPA National Response Center  
(800) 424-8802

## SECTION 2: Hazards identification

### 2.1. Classification of the substance or mixture

#### GHS-US classification

Not classified

### 2.2. Label elements

#### GHS-US labelling

Precautionary statements (GHS-US) : P202 - Do not handle until all safety precautions have been read and understood  
P308+P311 - If exposed or concerned: Call a doctor

### 2.3. Other hazards

No additional information available

### 2.4. Unknown acute toxicity (GHS US)

Not applicable

## SECTION 3: Composition/information on ingredients

### 3.1. Substance

Not applicable

### 3.2. Mixture

Full text of H-phrases: see section 16

## SECTION 4: First aid measures

### 4.1. Description of first aid measures

First-aid measures after inhalation : Remove person to fresh air and keep comfortable for breathing.  
First-aid measures after skin contact : Wash skin with plenty of water.  
First-aid measures after eye contact : Rinse eyes with water as a precaution.

### 4.2. Most important symptoms and effects, both acute and delayed

Symptoms/injuries : Irritation of the eye tissue.  
Symptoms/injuries after inhalation : Irritation of the nasal mucous membranes.  
Symptoms/injuries after skin contact : Itching. Irritation.  
Symptoms/injuries after eye contact : May cause slight irritation. Redness of the eye tissue.  
Symptoms/injuries after ingestion : Irritation of the oral mucous membranes. Irritation of the gastric/intestinal mucosa.

### 4.3. Indication of any immediate medical attention and special treatment needed

Treat symptomatically.

# Citric Acid 50%

## Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

### SECTION 5: Firefighting measures

#### 5.1. Extinguishing media

Suitable extinguishing media : Water spray. Dry powder. Foam. Carbon dioxide.

#### 5.2. Special hazards arising from the substance or mixture

Reactivity : The product is non-reactive under normal conditions of use, storage and transport.

#### 5.3. Advice for firefighters

Protection during firefighting : Do not attempt to take action without suitable protective equipment. Self-contained breathing apparatus. Complete protective clothing.

### SECTION 6: Accidental release measures

#### 6.1. Personal precautions, protective equipment and emergency procedures

##### 6.1.1. For non-emergency personnel

Emergency procedures : Ventilate spillage area.

##### 6.1.2. For emergency responders

Protective equipment : Do not attempt to take action without suitable protective equipment. For further information refer to section 8: "Exposure controls/personal protection".

#### 6.2. Environmental precautions

Avoid release to the environment.

#### 6.3. Methods and material for containment and cleaning up

Methods for cleaning up : Take up liquid spill into absorbent material.

Other information : Dispose of materials or solid residues at an authorized site.

#### 6.4. Reference to other sections

For further information refer to section 13.

### SECTION 7: Handling and storage

#### 7.1. Precautions for safe handling

Precautions for safe handling : Ensure good ventilation of the work station. Wear personal protective equipment.

Hygiene measures : Do not eat, drink or smoke when using this product. Always wash hands after handling the product.

#### 7.2. Conditions for safe storage, including any incompatibilities

Storage conditions : Store in a well-ventilated place. Keep cool.

Incompatible products : Oxidizing agent. Strong bases.

Prohibitions on mixed storage : (strong) bases.

#### 7.3. Specific end use(s)

No additional information available

### SECTION 8: Exposure controls/personal protection

#### 8.1. Control parameters

Citric Acid 50% (77-92-9)	
ACGIH	Not applicable
OSHA	Not applicable

#### 8.2. Exposure controls

Appropriate engineering controls : Ensure good ventilation of the work station.

Hand protection : Protective gloves.

Eye protection : Safety glasses.

Skin and body protection : Wear suitable protective clothing.

Respiratory protection : In case of insufficient ventilation, wear suitable respiratory equipment.

Environmental exposure controls : Avoid release to the environment.

# Citric Acid 50%

## Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

### SECTION 9: Physical and chemical properties

#### 9.1. Information on basic physical and chemical properties

Physical state	: Liquid
Colour	: Mixture contains one or more component(s) which have the following colour(s): Colourless to white
Odour	: There may be no odour warning properties, odour is subjective and inadequate to warn of overexposure. Mixture contains one or more component(s) which have the following odour(s): Odourless
Odour threshold	: No data available
pH	: 2.2 2%
pH solution	: 2 %
Melting point	: Not applicable
Freezing point	: No data available
Boiling point	: ≈ 100 °C
Flash point	: No data available
Relative evaporation rate (butylacetate=1)	: No data available
Flammability (solid, gas)	: No data available
Explosive limits	: No data available
Explosive properties	: No data available
Oxidising properties	: No data available
Vapour pressure	: No data available
Relative density	: No data available
Relative vapour density at 20 °C	: No data available
Density	: 1.2 - 1.3
Solubility	: Water: Solubility in water of component(s) of the mixture : • citric acid: 59 g/100ml
Log Pow	: No data available
Log Kow	: No data available
Auto-ignition temperature	: No data available
Decomposition temperature	: No data available
Viscosity	: No data available
Viscosity, kinematic	: No data available
Viscosity, dynamic	: No data available

#### 9.2. Other information

No additional information available

### SECTION 10: Stability and reactivity

#### 10.1. Reactivity

The product is non-reactive under normal conditions of use, storage and transport.

#### 10.2. Chemical stability

Stable under normal conditions.

#### 10.3. Possibility of hazardous reactions

No dangerous reactions known under normal conditions of use.

#### 10.4. Conditions to avoid

None under recommended storage and handling conditions (see section 7).

#### 10.5. Incompatible materials

No additional information available

#### 10.6. Hazardous decomposition products

No additional information available

# Citric Acid 50%

## Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

### SECTION 11: Toxicological information

#### 11.1. Information on toxicological effects

Acute toxicity	: Not classified
Skin corrosion/irritation	: Not classified pH: 2.2 2%
Serious eye damage/irritation	: Not classified pH: 2.2 2%
Respiratory or skin sensitisation	: Not classified
Germ cell mutagenicity	: Not classified
Carcinogenicity	: Not classified
Reproductive toxicity	: Not classified
Specific target organ toxicity (single exposure)	: Not classified
Specific target organ toxicity (repeated exposure)	: Not classified
Aspiration hazard	: Not classified
Symptoms/injuries after inhalation	: Irritation of the nasal mucous membranes.
Symptoms/injuries after skin contact	: Itching. Irritation.
Symptoms/injuries after eye contact	: May cause slight irritation. Redness of the eye tissue.
Symptoms/injuries after ingestion	: Irritation of the oral mucous membranes. Irritation of the gastric/intestinal mucosa.

### SECTION 12: Ecological information

#### 12.1. Toxicity

Ecology - general	: The product is not considered harmful to aquatic organisms nor to cause long-term adverse effects in the environment.
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#### 12.2. Persistence and degradability

No additional information available

#### 12.3. Bioaccumulative potential

No additional information available

#### 12.4. Mobility in soil

No additional information available

#### 12.5. Other adverse effects

Effect on the global warming	: No known ecological damage caused by this product.
------------------------------	--

### SECTION 13: Disposal considerations

#### 13.1. Waste treatment methods

No additional information available

### SECTION 14: Transport information

#### Department of Transportation (DOT)

In accordance with DOT  
Not regulated for transport

#### Additional information

Other information	: No supplementary information available.
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#### ADR

No additional information available

#### Transport by sea

No additional information available



# Citric Acid 50%

## Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

### Air transport

No additional information available

## SECTION 15: Regulatory information

### 15.1. US Federal regulations

#### Citric Acid 50% (77-92-9)

Listed on the United States TSCA (Toxic Substances Control Act) inventory

### 15.2. International regulations

#### CANADA

No additional information available

#### EU-Regulations

No additional information available

#### Classification according to Regulation (EC) No. 1272/2008 [CLP]

No additional information available

#### Classification according to Directive 67/548/EEC [DSD] or 1999/45/EC [DPD]

Not classified

#### National regulations

No additional information available

### 15.3. US State regulations

## SECTION 16: Other information

NFPA health hazard

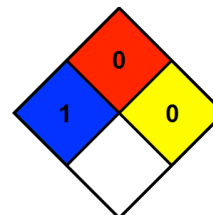
: 1 - Exposure could cause irritation but only minor residual injury even if no treatment is given.

NFPA fire hazard

: 0 - Materials that will not burn.

NFPA reactivity

: 0 - Normally stable, even under fire exposure conditions, and are not reactive with water.



SDS US (GHS HazCom 2012)

*All information contained in this Safety Data Sheet is furnished free of charge and is intended for your evaluation. In our opinion the information is, as of the date of this Safety Data Sheet, reliable, however, it is your responsibility to determine the suitability of the information for your use. You are advised not to construe the information as absolutely complete since additional information may be necessary or desirable when particular, exceptional or variable conditions or circumstances exist or because of applicable laws or government regulations. Therefore, you should use this information only as a supplement to other information gathered by you, and you must make independent determinations of the suitability and completeness of the information from all sources to assure both proper use of the material described herein and the safety and health of employees. Accordingly, no guarantee is expressed or implied as to the results to be obtained based upon your use of the information.*

**ITB 5869-23**

**TITLE**

**Citric Acid 50%, As Needed**

**References**

Spokane County Public Works – Wastewater System Division

12107 E Empire Ave

Spokane Valley, WA 99206

509.477.1984

Martha Verduzco Ramos

[mverduzcoramos@spokanecounty.org](mailto:mverduzcoramos@spokanecounty.org)

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WASTEWATER MANAGEMENT DEPT.

CITY OF SPOKANE

N 4401 A.L. WHITE PARKWAY

SPOKANE WA 99205

Heather Barnhart

O: 509.625.4606 [hbarnhart@spokanecity.org](mailto:hbarnhart@spokanecity.org)

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Mercer International - Celgar

Brent Heaven

Purchasing Specialist, Chemical Procurement

T: +1-250-365-4258 [brent.heaven@mercerint.com](mailto:brent.heaven@mercerint.com)

P.O Box 1000, 1921 Arrow Lakes Drive, Castlegar, BC V1N 3H9, Canada



**Agenda Sheet for City Council Meeting of:**  
05/08/2023

<b>Date Rec'd</b>	4/25/2023
<b>Clerk's File #</b>	OPR 2022-0572
<b>Renews #</b>	

<b>Submitting Dept</b>	FLEET SERVICES	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	RICK GIDDINGS 625-7706	<b>Project #</b>	
<b>Contact E-Mail</b>	RGIDDINGS@SPOKANECITY.ORG	<b>Bid #</b>	WA STATE
<b>Agenda Item Type</b>	Purchase w/o Contract	<b>Requisition #</b>	PO #201833
<b>Agenda Item Name</b>	5100 - FLEET AMENDMENT TO POLICE VEHICLE PURCHASE OPR		

**Agenda Wording**

Fleet would like to amend OPR 2022-0572 to change which vehicles are to be purchased as follows: Fleet Services would like to purchase up to 46 Ford K8 Police Interceptors, ordering primarily the electric hybrid model over the standard internal

**Summary (Background)**

Fleet has been informed that Ford is over production capacity for Ford Interceptor K8 Hybrids and will not be able to fill all current orders. They will likely be offering an option to substitute any cancelled hybrid orders for standard non-hybrid K8 models. Given the urgent and critical need for Police vehicles and knowing that Ford will likely cancel some of our K8 Hybrid orders, Fleet Services is in favor of this substitution. The non-hybrid K8 models will likely be less expensive or equal

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Revenue	\$ tbd
Select	\$
Select	\$
Select	\$

**Budget Account**

# tbd
#
#
#

**Approvals**

<b>Dept Head</b>	GIDDINGS, RICHARD
<b>Division Director</b>	WALLACE, TONYA
<b>Finance</b>	ORLOB, KIMBERLY
<b>Legal</b>	HARRINGTON,
<b>For the Mayor</b>	SMITHSON, LYNDEN

**Council Notifications**

<b>Study Session\Other</b>	F&A 4/17/23
<b>Council Sponsor</b>	CM Cathcart & CM
<b>Distribution List</b>	tprince@spokanecity.org

**Additional Approvals**

<b>Purchasing</b>	PRINCE, THEA



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

### **Agenda Wording**

combustion model as manufacturing constraints allow.

### **Summary (Background)**

in cost.

### **Fiscal Impact**

Select \$

Select \$


### **Budget Account**

#

#

### **Distribution List**


## Supporting Document

	<b>Agenda Sheet for City Council Meeting of:</b>		<b>Date Rec'd</b>	8/1/2022	
	08/01/2022		<b>Clerk's File #</b>	OPR 2022-0572	
			<b>Renews #</b>		
<b>Submitting Dept</b>	CITY COUNCIL		<b>Cross Ref #</b>	ORD C36249	
<b>Contact Name/Phone</b>	MIKE MCNAB	835-4514	<b>Project #</b>		
<b>Contact E-Mail</b>	MMCNAB@SPOKANEPOLICE.ORG		<b>Bid #</b>		
<b>Agenda Item Type</b>	Purchase w/o Contract		<b>Requisition #</b>		
<b>Agenda Item Name</b>	0320 - PRE-PURCHASE AUTHORITY FOR SPD VEHICLES				
<b>Agenda Wording</b>					
Fleet services would like to purchase an additional forty-six (46) Ford K8 Electric Hybrid Models when the 2022 ordering window opens.					
<b>Summary (Background)</b>					
On May 2, 2022, Council approved ORD C36201 allocating funding for police to purchase 25 Ford K8 Electric Hybrid vehicles. Due to a national vehicle shortage, supply chain delays, and a restrictive annual vehicle ordering window, police are requesting an allocation of \$3,128,000 to order an additional 46 Ford Electric Hybrids when the 2022 ordering window opens. With an order fulfillment delay of 12 to 24 months, this order would replace vehicles through 2023.					
Lease?	NO	Grant related?	NO	Public Works?	NO
<b>Fiscal Impact</b>			<b>Budget Account</b>		
Expense	\$ \$3,128,000		#	Unallocated Reserves	
Select	\$		#		
Select	\$		#		
Select	\$		#		
<b>Approvals</b>			<b>Council Notifications</b>		
<b>Dept Head</b>	ALLERS, HANNAHLEE		<b>Study Session\Other</b>	7/25 PIES Committee	
<b>Division Director</b>			<b>Council Sponsor</b>	CP Beggs, CM Kinnear, CM Bingle	
<b>Finance</b>			<b>Distribution List</b>		
<b>Legal</b>			mmcnab@spokanepolice.org		
<b>For the Mayor</b>			rgiddings@spokanecity.org		
<b>Additional Approvals</b>					
<b>Purchasing</b>					

Approved by Spokane City Council on: 08/01/2022

  
Terri Pfister (Aug 4, 2022 11:55 PDT)

City Clerk

**Committee Agenda Sheet**  
**Public Infrastructure, Sustainability and Environment**  
**July 25, 2022**

<b>Submitting Department</b>	FLEET SERVICES
<b>Contact Name &amp; Phone</b>	Rick Giddings 509-625-7706
<b>Contact Email</b>	rgiddings@spokanecity.org
<b>Council Sponsor(s)</b>	CP Beggs, CM Kinnear, CM Bingle
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Purchase of Forty-Six (46) Ford K8 Hybrid or Mach-e Models
<b>Summary (Background)</b>	Fleet services would like to purchase an additional forty-six (46) Ford K8 Electric Hybrid or Ford Mach-e Models when the 2022 ordering window opens. Due to a national vehicle shortage, supply chain delays and a restrictive annual vehicle ordering window – placing this order which will have a fulfillment delay of 12 to 24 months, will replace vehicles through 2023.
<b>Proposed Council Action &amp; Date:</b>	August 1, 2022, Approval.
<b>Fiscal Impact:</b> Total Cost: <u>\$3,128,000</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: General Fund  Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b>	
What impacts would the proposal have on historically excluded communities? n/a	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? n/a	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? We will be accessing a Wa State Contract.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? n/a	






# OPR 2022-0572 - 8-1-2022 - PURCHASE - MULTIPLE - 8-1-2022 - APPROVED - PREAPPROVAL TO PURCHASE 46 FORD K8 ELECTRIC HYBRID MODELS POLICE DEPARTMENT SPONSORS BEGGS KINNEAR BINGLE

Final Audit Report

2022-08-04

Created:	2022-08-04
By:	Jillann Hansen (jehansen@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAd9qv2CjtZOXbyeT_q0fTTzHxL1dpAYH0

## "OPR 2022-0572 - 8-1-2022 - PURCHASE - MULTIPLE - 8-1-2022 - APPROVED - PREAPPROVAL TO PURCHASE 46 FORD K8 ELECTRIC HYBRID MODELS POLICE DEPARTMENT SPONSORS BEGGS KINNEAR BINGLE" History

-  Document created by Jillann Hansen (jehansen@spokanecity.org)  
2022-08-04 - 6:27:50 PM GMT- IP address: 198.1.39.252
-  Document emailed to Terri Pfister (tpfister@spokanecity.org) for signature  
2022-08-04 - 6:28:58 PM GMT
-  Email viewed by Terri Pfister (tpfister@spokanecity.org)  
2022-08-04 - 6:55:28 PM GMT- IP address: 198.1.39.252
-  Document e-signed by Terri Pfister (tpfister@spokanecity.org)  
Signature Date: 2022-08-04 - 6:55:39 PM GMT - Time Source: server- IP address: 198.1.39.252
-  Agreement completed.  
2022-08-04 - 6:55:39 PM GMT



**CITY OF SPOKANE  
PURCHASING**  
808 W. SPOKANE FALLS BLVD.  
SPOKANE, WA 99201-3316  
TELEPHONE (509) 625-6400  
FAX (509) 625-6413

Purchase Order Number

**PO-201833-000**

This number must appear on all invoices, papers and shipments

**Vendor:** BUD CLARY CHEVROLET JEEP EAGLE  
1030 COMMERCE  
LONGVIEW WA 98632

**Ship To:** FLEET SERVICES DEPARTMENT  
CITY OF SPOKANE  
915 N. NELSON ST.  
SPOKANE WA 99202

BUYER		BUYER PHONE #	TERMS	F.O.B.	DELIVERY DATE
THEA PRINCE		509-625-6403	NET 30 DAYS	DESTINATION	--
Quantity	U/M	Part Number/ Description		Unit Price	Total
		PURCHASE USING WA STATE CONTRACT 05916, AS APPROVED BY CITY COUNCIL ON 08/01/2022.			
7	EA	2023 K8 INTERCEPTOR INCLUDING TAXES, QUOTE 2022-08-449		65,430.24	458,011.68
16	EA	2023 K8 INTERCEPTOR INCLUDING TAXES, QUOTE 2022-8-456		72,626.92	1,162,030.66
23	EA	2023 K8 INTERCEPTOR INCLUDING TAXES, QUOTE 2022-8-464		68,329.94	1,571,588.62
<b>ORDER TO INCLUDE "MATERIAL SAFETY DATA SHEETS" IF REQUIRED</b>				<b>Total</b>	<b>3,191,630.96</b>

AUTHORIZED SIGNATURE

**STANDARD TERMS & CONDITIONS**

1. **TAXES:** Unless otherwise indicated, the City agrees to pay all State of Washington sales taxes or use taxes. The City is exempt from federal excise taxes. Business, occupational and personal property taxes are the sole responsibility of the Seller.
2. **CHANGES:**
  - A. No alteration in any of the terms, conditions, delivery, price, quantity or specifications of items ordered will be effective without the written consent of the Purchasing Director or above-named buyer.
  - B. In no event will the City agree to any disclaimer of warranties.
  - C. Any response to the City's order which does not contain the words "counteroffer and not acceptance" prominently will be treated as an acceptance of this purchase order on its terms.
3. **FREIGHT TERMS:**
  - A. Unless otherwise specified, all items are to be shipped prepaid F.O.B. Destination.
  - B. Packing lists shall be enclosed in every box or package.
  - C. Regardless of F.O.B. point, Seller agrees to bear all risk of loss, injury or destruction of items ordered while in transit.
4. **ORDERING POLICY:**
  - A. Items shall not be shipped to the City unless a purchase order is received or an authorized purchase order number is given over the phone.
  - B. Items received without an authorized purchase order number will be returned to the Seller at the Seller's expense.



## Organization Purchase Request Details

### Organization Information

[Return to Org Requests](#)

<b>Contract #:</b> 05916 - Motor Vehicles	<b>Quote #:</b> 2022-8-449
<b>Status:</b> On Order	<b>Submit Date:</b> 08-17-2022
<b>Organization:</b> 23210 - SPOKANE, CITY OF - 23210	<b>Order Date:</b> 08-23-2022
<b>Order Contact:</b> Micaela Micaela Martinez	<b>Expected Delivery Date:</b> 01-23-2023
<b>Contact Phone:</b> 509-655-0959	<b>Delivery Date:</b>
<b>Contact Email:</b> mmartinez@spokanecity.org	<b>Cancel Date:</b>
	<b>Organization Reference #:</b> PO201833
<b>Dealer:</b> Bud Clary Ford/Hyundai - W403	<b>Organization PO #:</b> PO-201833 08/17/22
<b>Dealer Address:</b>	<b>Dealer Contact:</b> Marie Tellinghusen
	<b>Dealer Phone:</b> (360) 423-4321 Ext: 1094
	<b>Dealer Email:</b> marie.tellinghusen@budclary.com
<b>Internal Notes:</b> SPD Admin	
<b>Comments To Dealer:</b> THANK YOU	
<b>Dealer Reference #:</b> 22-0826 W110-W116	
<b>Dealer Comments:</b> 08/23/22 PO received. Revised to add #028 Pre-Wiring for Grille LED Lights, Siren and Speaker (60A)	
<b>Comments:</b> \$50.00	

### Color Options

Color Name	Quantity
Agate Black (UM)	7

Tax Exempt: N

### Vehicle Options

Order Code	Order Code Description	Qty	Unit Price	Ext. Price
2023-0521-001	2023 Ford Police Interceptor AWD Pursuit-Rated Utility/SUV (K8A/500A)	7	\$42,898.00	\$300,286.00

2023-0521-002	INFORMATION ONLY: Order-to-delivery timing remains very fluid due to the continuing global supply chain shortages, labor instability and high volume of nationwide orders being submitted. Ford Motor Company is not able to guarantee that this vehicle will be produced during the current model year production cycle. Also, due to uncontrollable increasing costs of raw materials, Ford might not be able to provide price protection for vehicles that will need to be re-ordered as 2024 model year. If Ford is unable to build this vehicle, we will contact you when we receive notification, offering the choice of order cancellation without penalty or acceptance of 24MY CARS contract pricing to re-order vehicle (and upfits if applicable) with factory expedited scheduling.	7	\$0.00	\$0.00
2023-0521-003	INFORMATION ONLY: Bud Clary Ford offers a \$300 prompt payment discount if payment is remitted within 20 days of vehicle delivery.	7	\$0.00	\$0.00
2023-0521-004	INFORMATION ONLY: Bud Clary Ford CARS Cancellation Fees: NO fee to cancel order if vehicle has not been scheduled for production and is able to be cancelled at factory. \$500 cancellation fee if vehicle has been serialized and is locked in for production by manufacturer. \$750 cancellation fee if vehicle has been delivered to customer and must be picked up by dealer and re-stocked into inventory. Absolutely NO cancellation if customer has licensed/registered vehicle. Upfits/Equipment ordered for vans, trucks, chassis cabs and police/fire vehicles will have a 10-30% re-stocking fee; custom bodies cannot be cancelled.	7	\$0.00	\$0.00
2023-0521-005	INFORMATION ONLY (2020MY): [EXTERIOR Dimensions: 198.8in Overall Length, 119.1in Wheelbase, 69.4in Height, 78.9in Width (mirrors folded), 89.3in Width (mirrors extended), Ground Clearances (7.4in w/ 3.3L HEV, 7.2in w/ 3.0L EcoBoost, 7.6in w/ 3.3L Direct-injection V6)] [INTERIOR Dimensions: Front/Rear: Head (40.7in/40.4in), Shoulder (61.8in/61.3in), Hip (59.3in/59.1in), Leg (40.9in/40.7in), Cargo Opening Height 31.9in, Cargo Opening Width 47.6in, Cargo Area Width 47.9in, Cargo Area Length 46.2in]	7	\$0.00	\$0.00
2023-0521-010	2023 Ford Police Interceptor AWD Pursuit-Rated Utility/SUV, 3.3L V6 Direct-Injection FFV (285 HP @ 6500 RPM, 260 lb.-ft. Torque @ 3000 RPM) (136-MPH Top Speed), 10-Speed Automatic Police-Calibrated Transmission (Column Shifter), 255/60R 18 All-Season BSW Tires, HD Steel Wheels, HD 80-Amp 730CCA Battery, HD 250 Amp Alternator, 21.4 Gallon Fuel Tank, 3.73 Axle Ratio, 6465# GVWR, 1670# Payload, 5000# Towing Capacity, 7.6in Ground Clearance (K8A/500A/87R/TT96) THIS IS THE BASE VEHICLE -- Please review standard specs to view complete description.	7	\$0.00	\$0.00
2023-0521-012	Alternative Hybrid (HEV) Engine System [318 HP (combined system HP), 285 HP (gas engine) @ 6500 RPM, 260 lb.-ft. Torque @ 4000 RPM) (6840# GVWR, 1670 # Payload, 5000# Towing Capacity, 7.4in Ground Clearance) [Includes 3.3L V6 Direct-Injection Hybrid Engine System, Lithium-Ion Battery Pack (does not intrude into the cargo area), police calibrated high-performance regenerative braking system, DC/DC converter 220-Amp (in lieu of alternator), H7 AGM Battery - 800 CCA / 80-Amp, 19-Gallon Fuel Tank, 8-Year/100,000-Mile Hybrid Unique	7	\$2,729.00	\$19,103.00

	Component Warranty] (Not compatible with 3.0L V6 EcoBoost option) (99W/44B)			
2023-0521-021	Side Marker LED, Sideview Mirrors (Driver side - Red / Passenger side - Blue) (Located on backside of exterior mirror housing) (LED lights only. Wiring and controller are not included.) (Must also order Pre-wiring for grille lamp, siren and speaker #60A) (63B)	7	\$289.00	\$2,023.00
2023-0521-028	Pre-Wiring for Grille LED Lights, Siren and Speaker (60A)	7	\$50.00	\$350.00
2023-0521-030	Noise Suppression Bonds (Ground Straps)(60R)	7	\$100.00	\$700.00
2023-0521-034	Dark Car Feature (courtesy lamp disable when any door is opened) (Not available with Daytime Running Lights #942) (43D)	7	\$25.00	\$175.00
2023-0521-035	Police Engine Idle Feature (when activated, allows the key to be removed from ignition while vehicle remains idling, which allows driver to leave the engine running and prevents vehicle from unauthorized use when driver is outside of the vehicle) (47A)	7	\$259.00	\$1,813.00
2023-0521-037	BLIS Blind Spot Monitoring with Cross-Traffic Alert (Includes manual fold-away heated mirrors) (55B/54Z)	7	\$543.00	\$3,801.00
2023-0521-044	Reverse Sensing System (76R)	7	\$275.00	\$1,925.00
2023-0521-048	Global Lock/Unlock Feature (Door panel switches will lock/unlock all doors and rear liftgate. Eliminates overhead console liftgate unlock switch and 45-second timer. Also eliminates the blue liftgate release button if ordered with Remote Keyless Entry System #55F) (18D)	7	\$0.00	\$0.00
2023-0521-050	Fleet Keyed Alike (Call dealer for available key codes) (Allowed to also order Remote Keyless Entry #55F) (KEY)	7	\$50.00	\$350.00
2023-0521-062	Underbody Deflector Plate (engine and transmission shield) (76D)	7	\$334.00	\$2,338.00
2023-0521-064	2nd Row Cloth Seat in lieu of Vinyl (Charcoal) (Included with Interior Upgrade Pkg #65U) (88F)	7	\$60.00	\$420.00
2023-0521-099	INFORMATION ONLY: Delayed Warranty Start, customer submits request at <a href="http://www.fordwsd.com">www.fordwsd.com</a>	7	\$0.00	\$0.00
2023-0521-200	INFORMATION ONLY: 200-299 Dealer-Installed Options	7	\$0.00	\$0.00
2023-0521-810	POLICE: (Whelen Base Package) Installed equipment includes: (2) Micron grill lights (RED driver/BLUE Pass), (2) ION dual color front corner lights (R/W driver/B/W pass), (2) ION single color rear side window lights (RED driver/BLUE pass), (2) ION single color rear hatch lights (RED driver/BLUE pass), (2) VERTEX LED inserts in backup light lenses (RED driver/BLUE pass), (2) TLI single color lights on interior bottom of hatch (RED driver/BLUE pass). CENCOM Sapphire siren package (CCSRN36 head). Console package includes Gamber Johnson computer mount ready console, cup holders, armrest, (3) 12v acc ports. Single radio prewire (antenna in roof) and power, main wiring harness. (MUST SELECT INTERIOR OR EXTERIOR WHELEN LIGHTBAR PACKAGE OPTION. Not compatible with Setina lighted push bumper PB450 or other lightbar options) (DW810)	7	\$9,102.00	\$63,714.00
2023-0521-818	POLICE: (Interior Lightbar) Installed equipment includes: Whelen DUO interior windshield lightbar package. (FRONT) Whelen XLP DUO windshield lightbar. Dual color (RED driver/BLUE pass) including full front	7	\$3,022.00	\$21,154.00

	white scene light. (REAR) Whelen RST DUO rear window lightbar (vehicle specific). Dual color (RED driver/BLUE pass) and full amber arrow. (Must order Ready for the Road Completion Package #804 or Whelen Base Package #810) (DW818)			
2023-0521-868	Interior Dome Light (Cargo): White LED dome light installed and wired to central controller switch. Light will be installed in cargo area. (requires lighting package) (DWS-DOME-2) (DW868)	7	\$142.00	\$994.00
2023-0521-895	WHELEN UPGRADE: Upgrade any Whelen Base Package (Police or Fire) to Whelen CORE system. Features OBD control and standard programming includes: auto dim, open door light disable/enable, siren park kill, lightbar park flash patterns. (MUST ORDER ANY WHELEN BASE PACKAGE AND INTERIOR/EXTERIOR LIGHTBAR, NOT COMPATIBLE WITH READY FOR THE ROAD PACKAGES) (DW895)	7	\$482.00	\$3,374.00

**Request Totals**

Total Vehicles:	<b>7</b>
Sub Total:	<b>\$422,520.00</b>
8.4 % Sales Tax:	<b>\$35,491.68</b>
Request Total:	<b>\$458,011.68</b>



## Organization Purchase Request Details

### Organization Information

[Return to Org Requests](#)

<b>Contract #:</b> 05916 - Motor Vehicles	<b>Quote #:</b> 2022-8-456
<b>Status:</b> On Order	<b>Submit Date:</b> 08-17-2022
<b>Organization:</b> 23210 - SPOKANE, CITY OF - 23210	<b>Order Date:</b> 08-23-2022
<b>Order Contact:</b> Micaela Micaela Martinez	<b>Expected Delivery Date:</b> 01-23-2023
<b>Contact Phone:</b> 509-655-0959	<b>Delivery Date:</b>
<b>Contact Email:</b> mmartinez@spokanecity.org	<b>Cancel Date:</b>
	<b>Organization Reference #:</b> PO201833
<b>Dealer:</b> Bud Clary Ford/Hyundai - W403	<b>Organization PO #:</b> PO-201833 08/17/22
<b>Dealer Address:</b>	<b>Dealer Contact:</b> Marie Tellinghiusen
	<b>Dealer Phone:</b> (360) 423-4321 Ext: 1094
	<b>Dealer Email:</b> marie.tellinghiusen@budclary.com
<b>Internal Notes:</b> SPD-Full Cage Patrol	
<b>Comments To Dealer:</b> THANK YOU.	
<b>Dealer Reference #:</b>	22-0828 W140-W154
<b>Dealer Comments:</b>	08/30/22 Revised to add #258 Setina - PB400 Push Bumper, Steel (SET110) \$676.00, delete #259 Setina - PB400 Push Bumper, Aluminum (SET111) \$676.00, delete #262 Setina - 10VS Front Partition, (SET200) \$981.00, add #263 Setina - 10VSRP (SET201) \$1,081.00. 08/23/22 PO received. Revised to add #028 Pre-Wiring for Grille LED Lights, Siren and Speaker (60A) \$50.00 8/18/22 Revised to add #810 Whelen base lighting package.

### Color Options

Color Name	Quantity
Agate Black (UM)	16

Tax Exempt: N

### Vehicle Options

Order Code	Order Code Description	Qty	Unit Price	Ext. Price
2023-0521-001	2023 Ford Police Interceptor AWD Pursuit-Rated Utility/SUV (K8A/500A)	16	\$42,898.00	\$686,368.00
2023-0521-002	INFORMATION ONLY: Order-to-delivery timing remains very fluid due to the continuing global supply chain shortages, labor instability and high volume of nationwide orders being submitted. Ford Motor Company is not able to guarantee that this vehicle will be produced during the current model year production cycle. Also, due to uncontrollable increasing costs of raw materials, Ford might not be able to provide price protection for vehicles that will need to be re-ordered as 2024 model year. If Ford is unable to build this vehicle, we will contact you when we receive notification, offering the choice of order cancellation without penalty or acceptance of 24MY CARS contract pricing to re-order vehicle (and upfits if applicable) with factory expedited scheduling.	16	\$0.00	\$0.00
2023-0521-003	INFORMATION ONLY: Bud Clary Ford offers a \$300 prompt payment discount if payment is remitted within 20 days of vehicle delivery.	16	\$0.00	\$0.00
2023-0521-004	INFORMATION ONLY: Bud Clary Ford CARS Cancellation Fees: NO fee to cancel order if vehicle has not been scheduled for production and is able to be cancelled at factory. \$500 cancellation fee if vehicle has been serialized and is locked in for production by manufacturer. \$750 cancellation fee if vehicle has been delivered to customer and must be picked up by dealer and re-stocked into inventory. Absolutely NO cancellation if customer has licensed/registered vehicle. Upfits/Equipment ordered for vans, trucks, chassis cabs and police/fire vehicles will have a 10-30% re-stocking fee; custom bodies cannot be cancelled.	16	\$0.00	\$0.00
2023-0521-005	INFORMATION ONLY (2020MY): [EXTERIOR Dimensions: 198.8in Overall Length, 119.1in Wheelbase, 69.4in Height, 78.9in Width (mirrors folded), 89.3in Width (mirrors extended), Ground Clearances (7.4in w/ 3.3L HEV, 7.2in w/ 3.0L EcoBoost, 7.6in w/ 3.3L Direct-injection V6)] [INTERIOR Dimensions: Front/Rear: Head (40.7in/40.4in), Shoulder (61.8in/61.3in), Hip (59.3in/59.1in), Leg (40.9in/40.7in), Cargo Opening Height 31.9in, Cargo Opening Width 47.6in, Cargo Area Width 47.9in, Cargo Area Length 46.2in]	16	\$0.00	\$0.00
2023-0521-010	2023 Ford Police Interceptor AWD Pursuit-Rated Utility/SUV, 3.3L V6 Direct-Injection FFV (285 HP @ 6500 RPM, 260 lb.-ft. Torque @ 3000 RPM) (136-MPH Top Speed), 10-Speed Automatic Police-Calibrated Transmission (Column Shifter), 255/60R 18 All-Season BSW Tires, HD Steel Wheels, HD 80-Amp 730CCA Battery, HD 250 Amp Alternator, 21.4 Gallon Fuel Tank, 3.73 Axle Ratio, 6465# GVWR, 1670# Payload, 5000# Towing Capacity, 7.6in Ground Clearance (K8A/500A/87R/TT96) THIS IS THE BASE VEHICLE -- Please review standard specs to view complete description.	16	\$0.00	\$0.00
2023-0521-012	Alternative Hybrid (HEV) Engine System [318 HP (combined system HP), 285 HP (gas engine) @ 6500 RPM, 260 lb.-ft. Torque @ 4000 RPM) (6840# GVWR, 1670 # Payload, 5000# Towing Capacity, 7.4in Ground Clearance) [Includes 3.3L V6 Direct-Injection Hybrid Engine System, Lithium-Ion Battery Pack (does not intrude into the cargo area), police calibrated high-performance regenerative braking system, DC/DC converter 220-Amp (in lieu of alternator), H7 AGM Battery - 800 CCA / 80-	16	\$2,729.00	\$43,664.00

	Amp, 19-Gallon Fuel Tank, 8-Year/100,000-Mile Hybrid Unique Component Warranty] (Not compatible with 3.0L V6 EcoBoost option) (99W/44B)			
2023-0521-021	Side Marker LED, Sideview Mirrors (Driver side - Red / Passenger side - Blue) (Located on backside of exterior mirror housing) (LED lights only. Wiring and controller are not included.) (Must also order Pre-wiring for grille lamp, siren and speaker #60A) (63B)	16	\$289.00	\$4,624.00
2023-0521-028	Pre-Wiring for Grille LED Lights, Siren and Speaker (60A)	16	\$50.00	\$800.00
2023-0521-030	Noise Suppression Bonds (Ground Straps)(60R)	16	\$100.00	\$1,600.00
2023-0521-034	Dark Car Feature (courtesy lamp disable when any door is opened) (Not available with Daytime Running Lights #942) (43D)	16	\$25.00	\$400.00
2023-0521-035	Police Engine Idle Feature (when activated, allows the key to be removed from ignition while vehicle remains idling, which allows driver to leave the engine running and prevents vehicle from unauthorized use when driver is outside of the vehicle) (47A)	16	\$259.00	\$4,144.00
2023-0521-037	BLIS Blind Spot Monitoring with Cross-Traffic Alert (Includes manual fold-away heated mirrors) (55B/54Z)	16	\$543.00	\$8,688.00
2023-0521-044	Reverse Sensing System (76R)	16	\$275.00	\$4,400.00
2023-0521-048	Global Lock/Unlock Feature (Door panel switches will lock/unlock all doors and rear liftgate. Eliminates overhead console liftgate unlock switch and 45-second timer. Also eliminates the blue liftgate release button if ordered with Remote Keyless Entry System #55F) (18D)	16	\$0.00	\$0.00
2023-0521-050	Fleet Keyed Alike (Call dealer for available key codes) (Allowed to also order Remote Keyless Entry #55F) (KEY)	16	\$50.00	\$800.00
2023-0521-055	Spot Lamps, LED Bulbs, Dual (Whelen) (51V)	16	\$663.00	\$10,608.00
2023-0521-062	Underbody Deflector Plate (engine and transmission shield) (76D)	16	\$334.00	\$5,344.00
2023-0521-099	INFORMATION ONLY: Delayed Warranty Start, customer submits request at <a href="http://www.fordwsd.com">www.fordwsd.com</a>	16	\$0.00	\$0.00
2023-0521-200	INFORMATION ONLY: 200-299 Dealer-Installed Options	16	\$0.00	\$0.00
2023-0521-251	Setina - PB5 HD Fender Wraps (PIT Bars) (Must also order a Push Bumper) (DLR) (SET100)	16	\$547.00	\$8,752.00
2023-0521-258	Setina - PB400 Push Bumper, Steel, includes Mar Pad (DLR) (SET110)	16	\$676.00	\$10,816.00
2023-0521-263	Setina - 10VSRP Front Partition with Lower Center Recess Panel, Horizontal Polycarbonate Sliding Window (Includes Tallman upgrade - allows additional seat recline for driver) (DLR) (SET201)	16	\$1,081.00	\$17,296.00
2023-0521-264	Setina - Front Partition XL Upgrade with center and side recess panel (Allows additional legroom for rear right-side passenger) (Must also order 10VSRP partition) (DLR) (SET202)	16	\$0.00	\$0.00
2023-0521-268	Setina - Double Weapon Mount with Small and Universal XL (Must also order RP Partition) (DLR) (SET230)	16	\$416.00	\$6,656.00
2023-0521-275	Setina HD TPO Cover-Style Rear Prisoner Transport Seat (includes center-originating seat belts with Docking Buckles on front partition)	16	\$1,091.00	\$17,456.00

	(installed over factory seat) (Must also order Rear 12VS Partition) (Setina recommends also ordering the XL Partition Upgrade) (SET301)			
2023-0521-277	Setina - TPO Door Panels, Rear Doors (Must also order Ready for the Road Package #67H, Hidden Door Lock Plunger #52P or Inoperable Rear Door Locks #68G) (DLR) (SET320)	16	\$274.00	\$4,384.00
2023-0521-279	Setina - 2nd Row Window Barriers, Steel Bars (Must also order Ready for the Road Package #67H, Hidden Door Lock Plunger #52P or Inoperable Rear Door Locks #68G) (DLR) (SET322)	16	\$281.00	\$4,496.00
2023-0521-281	Setina - 12VS Rear Partition, Polycarbonate panel (DLR) (SET400)	16	\$789.00	\$12,624.00
2023-0521-810	POLICE: (Whelen Base Package) Installed equipment includes: (2) Micron grill lights (RED driver/BLUE Pass), (2) ION dual color front corner lights (R/W driver/B/W pass), (2) ION single color rear side window lights (RED driver/BLUE pass), (2) ION single color rear hatch lights (RED driver/BLUE pass), (2) VERTEX LED inserts in backup light lenses (RED driver/BLUE pass), (2) TLI single color lights on interior bottom of hatch (RED driver/BLUE pass). CENCOM Sapphire siren package (CCSRN36 head). Console package includes Gamber Johnson computer mount ready console, cup holders, armrest, (3) 12v acc ports. Single radio prewire (antenna in roof) and power, main wiring harness. (MUST SELECT INTERIOR OR EXTERIOR WHELEN LIGHTBAR PACKAGE OPTION. Not compatible with Setina lighted push bumper PB450 or other lightbar options) (DW810)	16	\$9,102.00	\$145,632.00
2023-0521-817	POLICE: (Exterior Lightbar) Installed equipment includes: 54" Whelen WECAN Liberty 2 DUO lightbar. Split color, (RED driver/BLUE pass) also includes takedown and alley lights as well as full front white scene light and full rear amber arrow. (Must order Ready for the Road Completion Package #804 or Whelen Base Package #810) (DW817)	16	\$3,107.00	\$49,712.00
2023-0521-867	Interior Dome Light (Partition): White LED dome light installed and wired to central controller switch. Light will be installed on prisoner partition for prisoner compartment. (requires lighting package) (DWS-DOME-1) (DW867)	16	\$89.00	\$1,424.00
2023-0521-895	WHELEN UPGRADE: Upgrade any Whelen Base Package (Police or Fire) to Whelen CORE system. Features OBD control and standard programming includes: auto dim, open door light disable/enable, siren park kill, lightbar park flash patterns. (MUST ORDER ANY WHELEN BASE PACKAGE AND INTERIOR/EXTERIOR LIGHTBAR, NOT COMPATIBLE WITH READY FOR THE ROAD PACKAGES) (DW895)	16	\$482.00	\$7,712.00
2023-0521-896	WHELEN UPGRADE: Upgrade and Whelen Base Package to HOWLER low frequency siren. Installed equipment includes SINGLE low frequency speaker and amplifier wired to controller. (MUST ORDER ANY WHELEN BASE PACKAGE AND INTERIOR/EXTERIOR LIGHTBAR, NOT COMPATIBLE WITH READY FOR THE ROAD PACKAGES OR NON WHELEN PACKAGES) (DW896)	16	\$849.00	\$13,584.00

**Request Totals**

Total Vehicles:	<b>16</b>
Sub Total:	<b>\$1,071,984.00</b>



8.4 % Sales Tax: **\$90,046.66**

Request Total: **\$1,162,030.66**



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## Organization Purchase Request Details

### Organization Information

[Return to Org Requests](#)

<b>Contract #:</b> 05916 - Motor Vehicles	<b>Quote #:</b> 2022-8-464
<b>Status:</b> On Order	<b>Submit Date:</b> 08-17-2022
<b>Organization:</b> 23210 - SPOKANE, CITY OF - 23210	<b>Order Date:</b> 08-23-2022
<b>Order Contact:</b> Micaela Micaela Martinez	<b>Expected Delivery Date:</b> 01-23-2023
<b>Contact Phone:</b> 509-655-0959	<b>Delivery Date:</b>
<b>Contact Email:</b> mmartinez@spokanecity.org	<b>Cancel Date:</b>
	<b>Organization Reference #:</b> PO201833
<b>Dealer:</b> Bud Clary Ford/Hyundai - W403	<b>Organization PO #:</b> PO-201833 08/17/22
<b>Dealer Address:</b>	<b>Dealer Contact:</b> Marie Tellinghusen
	<b>Dealer Phone:</b> (360) 423-4321 Ext: 1094
	<b>Dealer Email:</b> marie.tellinghusen@budclary.com
<b>Internal Notes:</b> SPD-Sgt/Corporal	
<b>Comments To Dealer:</b> THANK YOU.	
<b>Dealer Reference #:</b> 22-0827 W117-W139	
<b>Dealer Comments:</b> 09/20/22 Revised to add #281 Setina - 12VS Rear Partition, Polycarbonate panel (DLR) (SET400) \$789.00. 08/23/22 PO received. Revised to add #028 Pre-Wiring for Grille LED Lights, Siren and Speaker (60A) \$50.00	

### Color Options

Color Name	Quantity
Agate Black (UM)	23

Tax Exempt: N

### Vehicle Options

Order Code	Order Code Description	Qty	Unit Price	Ext. Price
2023-0521-001	2023 Ford Police Interceptor AWD Pursuit-Rated Utility/SUV (K8A/500A)	23	\$42,898.00	\$986,654.00

2023-0521-002	INFORMATION ONLY: Order-to-delivery timing remains very fluid due to the continuing global supply chain shortages, labor instability and high volume of nationwide orders being submitted. Ford Motor Company is not able to guarantee that this vehicle will be produced during the current model year production cycle. Also, due to uncontrollable increasing costs of raw materials, Ford might not be able to provide price protection for vehicles that will need to be re-ordered as 2024 model year. If Ford is unable to build this vehicle, we will contact you when we receive notification, offering the choice of order cancellation without penalty or acceptance of 24MY CARS contract pricing to re-order vehicle (and upfits if applicable) with factory expedited scheduling.	23	\$0.00	\$0.00
2023-0521-003	INFORMATION ONLY: Bud Clary Ford offers a \$300 prompt payment discount if payment is remitted within 20 days of vehicle delivery.	23	\$0.00	\$0.00
2023-0521-004	INFORMATION ONLY: Bud Clary Ford CARS Cancellation Fees: NO fee to cancel order if vehicle has not been scheduled for production and is able to be cancelled at factory. \$500 cancellation fee if vehicle has been serialized and is locked in for production by manufacturer. \$750 cancellation fee if vehicle has been delivered to customer and must be picked up by dealer and re-stocked into inventory. Absolutely NO cancellation if customer has licensed/registered vehicle. Upfits/Equipment ordered for vans, trucks, chassis cabs and police/fire vehicles will have a 10-30% re-stocking fee; custom bodies cannot be cancelled.	23	\$0.00	\$0.00
2023-0521-005	INFORMATION ONLY (2020MY): [EXTERIOR Dimensions: 198.8in Overall Length, 119.1in Wheelbase, 69.4in Height, 78.9in Width (mirrors folded), 89.3in Width (mirrors extended), Ground Clearances (7.4in w/ 3.3L HEV, 7.2in w/ 3.0L EcoBoost, 7.6in w/ 3.3L Direct-injection V6)] [INTERIOR Dimensions: Front/Rear: Head (40.7in/40.4in), Shoulder (61.8in/61.3in), Hip (59.3in/59.1in), Leg (40.9in/40.7in), Cargo Opening Height 31.9in, Cargo Opening Width 47.6in, Cargo Area Width 47.9in, Cargo Area Length 46.2in]	23	\$0.00	\$0.00
2023-0521-010	2023 Ford Police Interceptor AWD Pursuit-Rated Utility/SUV, 3.3L V6 Direct-Injection FFV (285 HP @ 6500 RPM, 260 lb.-ft. Torque @ 3000 RPM) (136-MPH Top Speed), 10-Speed Automatic Police-Calibrated Transmission (Column Shifter), 255/60R 18 All-Season BSW Tires, HD Steel Wheels, HD 80-Amp 730CCA Battery, HD 250 Amp Alternator, 21.4 Gallon Fuel Tank, 3.73 Axle Ratio, 6465# GVWR, 1670# Payload, 5000# Towing Capacity, 7.6in Ground Clearance (K8A/500A/87R/TT96) THIS IS THE BASE VEHICLE -- Please review standard specs to view complete description.	23	\$0.00	\$0.00
2023-0521-012	Alternative Hybrid (HEV) Engine System [318 HP (combined system HP), 285 HP (gas engine) @ 6500 RPM, 260 lb.-ft. Torque @ 4000 RPM) (6840# GVWR, 1670 # Payload, 5000# Towing Capacity, 7.4in Ground Clearance) [Includes 3.3L V6 Direct-Injection Hybrid Engine System, Lithium-Ion Battery Pack (does not intrude into the cargo area), police calibrated high-performance regenerative braking system, DC/DC converter 220-Amp (in lieu of alternator), H7 AGM Battery - 800 CCA / 80-Amp, 19-Gallon Fuel Tank, 8-Year/100,000-Mile Hybrid Unique	23	\$2,729.00	\$62,767.00

	Component Warranty] (Not compatible with 3.0L V6 EcoBoost option) (99W/44B)			
2023-0521-021	Side Marker LED, Sideview Mirrors (Driver side - Red / Passenger side - Blue) (Located on backside of exterior mirror housing) (LED lights only. Wiring and controller are not included.) (Must also order Pre-wiring for grille lamp, siren and speaker #60A) (63B)	23	\$289.00	\$6,647.00
2023-0521-028	Pre-Wiring for Grille LED Lights, Siren and Speaker (60A)	23	\$50.00	\$1,150.00
2023-0521-030	Noise Suppression Bonds (Ground Straps)(60R)	23	\$100.00	\$2,300.00
2023-0521-034	Dark Car Feature (courtesy lamp disable when any door is opened) (Not available with Daytime Running Lights #942) (43D)	23	\$25.00	\$575.00
2023-0521-035	Police Engine Idle Feature (when activated, allows the key to be removed from ignition while vehicle remains idling, which allows driver to leave the engine running and prevents vehicle from unauthorized use when driver is outside of the vehicle) (47A)	23	\$259.00	\$5,957.00
2023-0521-037	BLIS Blind Spot Monitoring with Cross-Traffic Alert (Includes manual fold-away heated mirrors) (55B/54Z)	23	\$543.00	\$12,489.00
2023-0521-044	Reverse Sensing System (76R)	23	\$275.00	\$6,325.00
2023-0521-048	Global Lock/Unlock Feature (Door panel switches will lock/unlock all doors and rear liftgate. Eliminates overhead console liftgate unlock switch and 45-second timer. Also eliminates the blue liftgate release button if ordered with Remote Keyless Entry System #55F) (18D)	23	\$0.00	\$0.00
2023-0521-050	Fleet Keyed Alike (Call dealer for available key codes) (Allowed to also order Remote Keyless Entry #55F) (KEY)	23	\$50.00	\$1,150.00
2023-0521-055	Spot Lamps, LED Bulbs, Dual (Whelen) (51V)	23	\$663.00	\$15,249.00
2023-0521-062	Underbody Deflector Plate (engine and transmission shield) (76D)	23	\$334.00	\$7,682.00
2023-0521-064	2nd Row Cloth Seat in lieu of Vinyl (Charcoal) (Included with Interior Upgrade Pkg #65U) (88F)	23	\$60.00	\$1,380.00
2023-0521-099	INFORMATION ONLY: Delayed Warranty Start, customer submits request at <a href="http://www.fordwsd.com">www.fordwsd.com</a>	23	\$0.00	\$0.00
2023-0521-200	INFORMATION ONLY: 200-299 Dealer-Installed Options	23	\$0.00	\$0.00
2023-0521-251	Setina - PB5 HD Fender Wraps (PIT Bars) (Must also order a Push Bumper) (DLR) (SET100)	23	\$547.00	\$12,581.00
2023-0521-258	Setina - PB400 Push Bumper, Steel, includes Mar Pad (DLR) (SET110)	23	\$676.00	\$15,548.00
2023-0521-281	Setina - 12VS Rear Partition, Polycarbonate panel (DLR) (SET400)	23	\$789.00	\$18,147.00
2023-0521-810	POLICE: (Whelen Base Package) Installed equipment includes: (2) Micron grill lights (RED driver/BLUE Pass), (2) ION dual color front corner lights (R/W driver/B/W pass), (2) ION single color rear side window lights (RED driver/BLUE pass), (2) ION single color rear hatch lights (RED driver/BLUE pass), (2) VERTEX LED inserts in backup light lenses (RED driver/BLUE pass), (2) TLI single color lights on interior bottom of hatch (RED driver/BLUE pass). CENCOM Sapphire siren package (CCSRN36 head). Console package includes Gamber Johnson computer mount ready console, cup holders, armrest, (3) 12v acc ports. Single radio prewire (antenna in roof) and power, main wiring harness. (MUST SELECT	23	\$9,102.00	\$209,346.00

	INTERIOR OR EXTERIOR WHELEN LIGHTBAR PACKAGE OPTION. Not compatible with Setina lighted push bumper PB450 or other lightbar options) (DW810)			
2023-0521-818	POLICE: (Interior Lightbar) Installed equipment includes: Whelen DUO interior windshield lightbar package. (FRONT) Whelen XLP DUO windshield lightbar. Dual color (RED driver/BLUE pass) including full front white scene light. (REAR) Whelen RST DUO rear window lightbar (vehicle specific). Dual color (RED driver/BLUE pass) and full amber arrow. (Must order Ready for the Road Completion Package #804 or Whelen Base Package #810) (DW818)	23	\$3,022.00	\$69,506.00
2023-0521-868	Interior Dome Light (Cargo): White LED dome light installed and wired to central controller switch. Light will be installed in cargo area. (requires lighting package) (DWS-DOME-2) (DW868)	23	\$142.00	\$3,266.00
2023-0521-895	WHELEN UPGRADE: Upgrade any Whelen Base Package (Police or Fire) to Whelen CORE system. Features OBD control and standard programming includes: auto dim, open door light disable/enable, siren park kill, lightbar park flash patterns. (MUST ORDER ANY WHELEN BASE PACKAGE AND INTERIOR/EXTERIOR LIGHTBAR, NOT COMPATIBLE WITH READY FOR THE ROAD PACKAGES) (DW895)	23	\$482.00	\$11,086.00

**Request Totals**

Total Vehicles:	<b>23</b>
Sub Total:	<b>\$1,449,805.00</b>
8.4 % Sales Tax:	<b>\$121,783.62</b>
Request Total:	<b>\$1,571,588.62</b>



**From:** [Prince, Thea](#)  
**To:** [Giddings, Richard](#)  
**Subject:** FW: 2023 Police Interceptor HEV  
**Date:** Thursday, April 6, 2023 9:10:01 AM  
**Importance:** High

---

Here is the email from Ford!

*Thea Prince*  
*Sr. Procurement Specialist*  
*(509) 625-6403 (desk)*  
*(509) 601-2800 (cell)*

---

**From:** ford orders <ford.orders@budclary.com>  
**Sent:** Thursday, April 6, 2023 9:09 AM  
**To:** Prince, Thea <tprince@spokanecity.org>  
**Subject:** 2023 Police Interceptor HEV  
**Importance:** High

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

Hi Thea,

We have been advised by Ford that there are more Police Interceptor Hybrid orders in the order bank than they can build. Would you like to switch to either the standard 3.3L gas or 3.0L EcoBoost gas engine to increase your chances of getting your Interceptor produced as a 2023 model?

2023-0521-010 2023 Ford Police Interceptor AWD Pursuit-Rated Utility/SUV, 3.3L V6 Direct-Injection FFV (285 HP @ 6500 RPM, 260 lb.-ft. Torque @ 3000 RPM) (136-MPH Top Speed), 10-Speed Automatic Police-Calibrated Transmission (Column Shifter), 255/60R 18 All-Season BSW Tires, HD Steel Wheels, HD 80-Amp 730CCA Battery, HD 250 Amp Alternator, 21.4 Gallon Fuel Tank, 3.73 Axle Ratio, 6465# GVWR, 1670# Payload, 5000# Towing Capacity, 7.6in Ground Clearance (K8A/500A/87R/TT96) THIS IS THE BASE VEHICLE -- Please review standard specs to view complete description. \$0.00

2023-0521-011 Alternative Engine, 3.0L V6 EcoBoost with 10-Speed Automatic Transmission, 400 HP @ 5500 RPM, 415 lb.-ft. Torque @ 3000 RPM, 6500# GVWR, 1670# Payload, 5000# Towing Capacity, 7.2in Ground Clearance, 3.31 Axle Ratio (148-MPH Top Speed) (99C/44U) \$3,644.00

<b>2022-8-463</b>	<b>PO-201832-000</b>	<b>W085-W109</b>
<b>2022-8-449</b>	<b>PO-201833-000</b>	<b>W110-W116</b>
<b>2022-8-464</b>	<b>PO-201833-000</b>	<b>W117-W139</b>
<b>2022-8-456</b>	<b>PO-201833-000</b>	<b>W140-W155</b>

**Kathleen Brennan**  
Fleet Coordinator  
Bud Clary Ford Hyundai  
p 360-423-4321 ext. 10943  
f 360-423-6056

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

05/08/2023

<b>Date Rec'd</b>	4/26/2023
<b>Clerk's File #</b>	OPR 2020-0359
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	IRFP #5239-20
<b>Requisition #</b>	MASTER CONTRACT

<b>Submitting Dept</b>	CONTRACTS & PURCHASING
<b>Contact Name/Phone</b>	THEA PRINCE 625-6403
<b>Contact E-Mail</b>	TBRINCE@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	5500- PURCHASING RENEWAL OF MASTER CONTRACT FOR ON-CALL ARBORIST SERVICES

**Agenda Wording**

Renewal of F.A. Bartlett Master Contract for On-Call Arborist Services. This contract is used by multiple City Departments as needed. This Contract is not to exceed \$250,000.00 annually.

**Summary (Background)**

In February 2020 a Public Works Invitation to Bid was issued for On-Call Arborist services. F.A. Bartlett Tree Experts Company was the lowest responsive bidder. The contract was awarded for a two-year period with two (2) one-year optional renewals. This is the second renewal.

Lease? NO Grant related? NO Public Works? YES

**Fiscal Impact**

Expense \$ 250,000.00

Select \$

Select \$

Select \$

**Budget Account**

# various

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**Approvals****Dept Head** NECHANICKY, JASON**Division Director** WALLACE, TONYA**Finance** ORLOB, KIMBERLY**Legal** PICCOLO, MIKE**For the Mayor** SMITHSON, LYNDEN**Council Notifications****Study Session\Other** F&A 4/17/23**Council Sponsor** CM Wilkerson**Distribution List**

tprince@spokanecity.org

dmarren@bartlett.com

**Additional Approvals****Purchasing** PRINCE, THEA


## Committee Agenda Sheet

### Finance & Administration Committee

<b>Submitting Department</b>	Purchasing Department
<b>Contact Name</b>	Thea Prince
<b>Contact Email &amp; Phone</b>	<a href="mailto:tprince@spokanecity.org">tprince@spokanecity.org</a>
<b>Council Sponsor(s)</b>	CM Wilkerson
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	5500 – Renewal of F.A. Bartlett Master Contract for On-Call Arborist Services
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>Renewal of F.A. Bartlett Master Contract for On-Call Arborist Services. This contract is used by multiple City Departments as needed. This Contract is not to exceed \$250,000.00 annually.</p> <p>In February 2020 a Public Works Invitation to Bid was issued for On-Call Arborist services. F.A. Bartlett Tree Experts Company was the lowest responsive bidder. The contract was awarded for a two-year period with two (2) one-year optional renewals. This is the second renewal.</p>
<b>Proposed Council Action</b>	Approve one (1) year Master Contract renewal
<b>Fiscal Impact</b> Total Cost: <u>250,000.00</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Departments Budget  Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities? N/A	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Master contracts standardize service agreement ensuring consistency of service, reduced administrative costs, and better pricing through use of economies of scale city wide.	





**City of Spokane**  
**MASTER CONTRACT RENEWAL**  
**2 of 2**  
**Title: ARBORIST ON ALL SERVICES**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **F.A. BARTLETT TREE EXPERT COMPANY**, whose address is 11120 East Empire Way, Spokane Valley, Washington 99206 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into an Agreement wherein the Contractor agreed to provide Arborist On Call Services to the City, and*

*WHEREAS, the initial contract provided for two (2) additional one (1) year renewals, with this being the second of those renewals; and*

*WHEREAS, this Renewal hereby incorporates the additional terms provided for in the April 6, 2021 Amendment for instances of work related to storm or other emergency events in which FEMA or other federal funding may be used.*

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

**1. CONTRACT DOCUMENTS.**

The original Agreement, dated April 15, 2020, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE TERM.**

This Contract Renewal shall become effective on May 1, 2023 and shall run through April 30, 2024.

**3. COMPENSATION.**

The City shall pay an additional annual amount not to exceed **TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00)** for everything furnished and done under this Contract Renewal, in accordance with the Pricing List attached. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

**4. DEBARMENT AND SUSPENSION.**

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

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

**F.A. BARTLETT TREE EXPERT COMPANY**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

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

- Certification Regarding Debarment
- Pricing List

23-063

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

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

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

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

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

**Pricing Responses**

Reference Number	Description	Type	Unit Of Measure	Quantity	Old Unit Price	Ext Base Price	Comment	Proposed New Rates Unit Price
#1	Power Line Clearance Tree Trimmer	Base	Hourly	1.00	\$91.00	\$91.00	All labor rates are port to port	\$ 100.10
#2	Fall & Bucker, chainsaw	Base	Hourly	1.00	\$73.00	\$73.00		\$ 80.30
#3	Topper	Base	Hourly	1.00	\$91.00	\$91.00		\$ 100.10
#4	Climber	Base	Hourly	1.00	\$91.00	\$91.00		\$ 100.10
#5	Choker Setter	Base	Hourly	1.00	\$73.00	\$73.00		\$ 80.30
#6	Supervisor	Base	Hourly	1.00	\$91.00	\$91.00		\$ 100.10
#7	Flagger, traffic	Base	Hourly	1.00	\$73.00	\$73.00		\$ 80.30
#8	Power Equipment Operator	Base	Hourly	1.00	\$73.00	\$73.00		\$ 80.30
#9	General Laborer	Base	Hourly	1.00	\$73.00	\$73.00		\$ 80.30
#10	Equipment Operator, large	Base	Hourly	1.00	\$73.00	\$73.00		\$ 80.30
#11	Truck Driver	Base	Hourly	1.00	\$73.00	\$73.00		\$ 80.30
#12	Stump Grinder, Operator	Base	Hourly	1.00	\$91.00	\$91.00		\$ 100.10
#13	Stump Removal, Laborer	Base	Hourly	1.00	\$73.00	\$73.00		\$ 80.30
#14	10 ton & under Boom Truck Operator	Base	Hourly	1.00	\$91.00	\$91.00		\$ 100.10
#15	Other	Base	Hourly	1.00	\$91.00	\$91.00	Air spading	\$ 100.10
#16	Other	Base	Hourly	1.00				\$ -
<b>Emergency Services</b>								
#1	Power Line Clearance Tree Trimmer	Base	Hourly	1.00	\$135.00	\$135.00	All labor rates are port to port	\$ 148.50
#2	Fall & Bucker, chainsaw	Base	Hourly	1.00	\$108.00	\$108.00		\$ 118.80
#3	Topper	Base	Hourly	1.00	\$135.00	\$135.00		\$ 148.50
#4	Climber	Base	Hourly	1.00	\$135.00	\$135.00		\$ 148.50
#5	Choker Setter	Base	Hourly	1.00	\$108.00	\$108.00		\$ 118.80
#6	Supervisor	Base	Hourly	1.00	\$135.00	\$135.00		\$ 148.50
#7	Flagger, traffic	Base	Hourly	1.00	\$108.00	\$108.00		\$ 118.80
#8	Power Equipment Operator	Base	Hourly	1.00	\$108.00	\$108.00		\$ 118.80
#9	General Laborer	Base	Hourly	1.00	\$108.00	\$108.00		\$ 118.80
#10	Equipment Operator, large	Base	Hourly	1.00	\$108.00	\$108.00		\$ 118.80
#11	Truck Driver	Base	Hourly	1.00	\$108.00	\$108.00		\$ 118.80
#12	Stump Grinder, Operator	Base	Hourly	1.00	\$135.00	\$135.00		\$ 148.50
#13	Stump Removal, Laborer	Base	Hourly	1.00	\$108.00	\$108.00		\$ 118.80
#14	10 ton & under Boom Truck Operator	Base	Hourly	1.00	\$135.00	\$135.00		\$ 148.50
#15	Other	Base	Hourly	1.00	\$135.00	\$135.00	Air spading	\$ 148.50
#16	Other	Base	Hourly	1.00	\$0.00	\$0.00		\$ -
<b>Equipment</b>								
#1	Stump Grinder	Base	Hourly	1.00	\$24.00	\$24.00	All equipment rates are port to port	\$ 26.40
#2	Chipper	Base	Hourly	1.00	\$24.00	\$24.00		\$ 26.40
#3	Boom Truck	Base	Hourly	1.00	\$47.00	\$47.00		\$ 51.70
#4	Dump Truck	Base	Hourly	1.00	\$35.00	\$35.00		\$ 38.50
#5	8-Ton Knuckle Boom Crane	Base	Hourly	1.00	\$0.00	\$0.00	this equipment is not available in Spokane WA	\$ -
#6	Mini Excavator	Base	Hourly	1.00	\$42.00	\$42.00	Also applies to skidsteer w/grapples	\$ 46.20
#7	Other	Base	Hourly	1.00	\$24.00	\$24.00	Pickup truck	\$ 26.40

#8	Other	Base Hourly	1.00	\$24.00	\$24.00	Compressor	\$	26.40
<b>Emergency Equipment Cost</b>							\$	-
#1	Stump Grinder	Base Hourly	1.00	\$24.00	\$24.00	All equipment rates are port to port	\$	26.40
#2	Chipper	Base Hourly	1.00	\$24.00	\$24.00		\$	26.40
#3	Boom Truck	Base Hourly	1.00	\$75.00	\$75.00		\$	82.50
#4	Dump Truck	Base Hourly	1.00	\$35.00	\$35.00		\$	38.50
#5	8-ton Knuckle Boom Crane	Base Hourly	1.00	\$0.00	\$0.00	see above	\$	-
#6	Mini Excavator	Base Hourly	1.00	\$42.00	\$42.00	see note above	\$	46.20
#7	Other	Base Hourly	1.00	\$24.00	\$24.00	pickup	\$	26.40
#8	Other	Base Hourly	1.00	\$24.00	\$24.00	Compressor	\$	26.40
#1	Arborist, Tree Evaluation	Base Hourly	1.00	\$125.00	\$125.00		\$	137.50
#2	Single Tree - Lump Sum, Fixed Fee	Base Lump Sum	1.00	\$375.00	\$375.00		\$	412.50
#3	Group of Trees - Lump Sum, Fixed Fee	Lump Sum Base	1.00	\$125.00	\$125.00	only done by the hour	\$	137.50
#1	Dump Fees	Base Ton	1.00	\$15.00	\$15.00	per yard	\$	16.50
#1	Traffic Control in Arterials	Base per day	1.00	\$1,600.00	\$1,600.00	this is a variable cost and should be billed as such	\$	1,760.00
<b>Total Base Bid</b>								



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

05/08/2023

<b>Date Rec'd</b>	4/25/2023
<b>Clerk's File #</b>	OPR 2021-0528
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	2021090
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	ENGINEERING SERVICES
<b>Contact Name/Phone</b>	DAN BULLER 625-6391
<b>Contact E-Mail</b>	DBULLER@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	0370 – CIVIL ENGINEERING ON-CALL CONTRACT AMENDMENT – HDR ENGINEERING

**Agenda Wording**

Amendment to consultant agreement with HDR Engineering, Inc. (Spokane, WA) for On-Call Civil Engineering Services for 2021-2023 non-federal projects. Amendment for additional \$300,000 (contract total \$700,000).

**Summary (Background)**

This amendment will add \$300,000 to the on-call civil engineering master contract. The original contract began August 16, 2021 for a period of two years with an option to extend for one year. Task Assignments shall be prepared under this Agreement and scoped for individual project needs. Funding shall be from the individual projects.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Expense \$ 300,000.00

Select \$

Select \$

Select \$

**Budget Account**

# VARIOUS

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**Approvals**

<b>Dept Head</b>	BULLER, DAN
<b>Division Director</b>	FEIST, MARLENE
<b>Finance</b>	ORLOB, KIMBERLY
<b>Legal</b>	HARRINGTON, MARGARET
<b>For the Mayor</b>	SMITHSON, LYNDEN

**Council Notifications**

<b>Study Session\Other</b>	PIES 4/24/23
<b>Council Sponsor</b>	Kinnear
<b>Distribution List</b>	eraea@spokanecity.org
	publicworksaccounting@spokanecity.org
<b>Additional Approvals</b>	kgoodman@spokanecity.org
<b>Purchasing</b>	ddaniels@spokanecity.org
	jgraff@spokanecity.org
	dbuller@spokanecity.org
	Signee: rob.berman@hdrinc.com, CC cindy.kinzer@hdrinc.com

# Committee Agenda Sheet

## PIES

<b>Submitting Department</b>	Public Works, Engineering
<b>Contact Name</b>	Dan Buller
<b>Contact Email &amp; Phone</b>	<a href="mailto:dbuller@spokanecity.org">dbuller@spokanecity.org</a> 625-6391
<b>Council Sponsor(s)</b>	Lori Kinnear
<b>Select Agenda Item Type</b>	X Consent <input type="checkbox"/> Discussion      Time Requested: _____
<b>Agenda Item Name</b>	Additional funds for general civil on-call contract with HDR
<b>Summary (Background)</b>	<ul style="list-style-type: none"> <li>Engineering Services has “on-call” contracts with various consultants for specialized engineering or related services (geotech., surveying, historic resources, electrical, real estate acquisition, landscape architect, surveying, general civil design and construction management) associated with the City’s public works projects. These firms are selected based on qualifications as required by RCW 39. These agreements typically last from 2-3 years.</li> <li>The City’s contract with HDR for general civil engineering in the amount of \$400,000 is nearly out of funds and so Engineering Services will be requesting additional funds in the amount of \$300,000.</li> <li>Funds expended under this contract are reimbursed by the public works contract for which the consultant is hired, generally state or federal loans/grants.</li> </ul>
<b>Proposed Council Action &amp; Date:</b>	For council consideration. This contract dollar increase will be placed on council agenda following consideration at PIES.
<b>Fiscal Impact:</b> Total Cost: <u>\$300,000</u> Approved in current year budget?      X Yes <input type="checkbox"/> No      N/A  Funding Source      X One-time <input type="checkbox"/> Recurring Specify funding source: Varies by project. Costs incurred under the proposed contracts will be paid as part of each public works project for which the consultant is used.  Expense Occurrence      X One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b>	
What impacts would the proposal have on historically excluded communities?  Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	

N/A – This contract supports multiple public works projects and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

The projects is consistent with our adopted six year programs as well as the annual budget and strategic initiative to advance street improvement activities.





**City of Spokane**  
**CONTRACT AMENDMENT**  
**Title: ON-CALL GENERAL CIVIL ENGINEERING  
FOR 2021-2023 NON-FEDERAL AID PROJECTS**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **HDR ENGINEERING, INC.**, whose address is 929 108<sup>th</sup> Avenue NW, Suite 1300, Bellevue, Washington 98004 as (“Consultant”), individually hereafter referenced as a “party”, and together as the “parties”.

*WHEREAS, the parties entered into a Contract wherein the Consultant agreed to provide On-Call General Civil Engineering for 2021-2023 Non-Federal Aid Projects for the City; and*

*WHEREAS, additional funds are required to continue the work for the remainder of the contract term, thus the original Contract needs to be formally amended by this written document; and*

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

**1. CONTRACT DOCUMENTS.**

The Contract, dated August 23, 2021 and September 13, 2021, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE TERM.**

This Contract Amendment shall become effective on August 16, 2021 and shall run through July 31, 2023.

**3. COMPENSATION.**

The City shall pay an additional amount not to exceed **THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00)** for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

**HDR ENGINEERING, INC.**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

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

05/08/2023

<b>Date Rec'd</b>	4/25/2023
<b>Clerk's File #</b>	OPR 2023-0467
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	2021084
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	ENGINEERING SERVICES
<b>Contact Name/Phone</b>	DAN BULLER 6391
<b>Contact E-Mail</b>	DBULLER@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	0370 – LOW BID AWARD – GARLAND AVENUE PATHWAY (2021084) – TO BE DETERMINED

**Agenda Wording**

Low Bid of (to be determined at bid opening to be held on May 1, 2023) (City, ST) for Garland Avenue Pathway, Shaw Middle School - \$\_\_\_\_\_. An administrative reserve of \$\_\_\_\_\_, which is 10% of the contract price, will be set aside. (Hillyard)

**Summary (Background)**

On May 1, 2023, bids were opened for the above project. The low bid was from (to be determined at bid opening) in the amount of \$\_\_\_\_\_, which is \$\_\_\_\_\_ or \_\_\_\_\_% (above/below) the Engineer's Estimate of \$1,510,986.00; \_\_\_\_\_ other bids were received as follows: (to be determined). All information will be provided prior to the 5/8/2023 council meeting.

Lease? NO Grant related? NO Public Works? YES

**Fiscal Impact**

Expense \$ 0

Select \$

Select \$

Select \$

**Budget Account**

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**Approvals****Dept Head** BULLER, DAN**Division Director** FEIST, MARLENE**Finance** ORLOB, KIMBERLY**Legal** HARRINGTON, MARGARET**For the Mayor** SMITHSON, LYNDEN**Council Notifications****Study Session\Other** PIES 3/27/23**Council Sponsor** Kinnear**Distribution List**

eraea@spokanecity.org

publicworksaccounting@spokanecity.org

**Additional Approvals**

kgoodman@spokanecity.org

**Purchasing**

ddaniels@spokanecity.org

jgraff@spokanecity.org

pyoung@spokanecity.org

{Contractor/Signee email}

# Committee Agenda Sheet

## PIES

<b>Submitting Department</b>	Public Works, Engineering
<b>Contact Name</b>	Dan Buller
<b>Contact Email &amp; Phone</b>	<a href="mailto:dbuller@spokanecity.org">dbuller@spokanecity.org</a> 625-6391
<b>Council Sponsor(s)</b>	Lori Kinnear
<b>Select Agenda Item Type</b>	X Consent <input checked="" type="checkbox"/> Discussion Time Requested: _____
<b>Agenda Item Name</b>	2023 Pedestrian Focused Projects
<b>Summary (Background)</b>	<ul style="list-style-type: none"> <li>• This briefing paper is an update to a briefing paper submitted for the August 2022 PIES meeting. Updated information from that briefing paper is shown in red below.</li> <li>• The City through its Integrated Capital Management Dept has secured state and federal grant funds for six pedestrian focused projects. These grant funds are sufficient to pay the large majority of the costs for each project. The projects are generally described as follows.</li> <li>• Division St. Crossings – install pedestrian signals at three locations on Division St. – see attached exhibit. <b>This project has an estimated cost of approximately \$1M is planned to advertise in May, 2023 and will be constructed fall 2023.</b></li> <li>• Garland Pathway – install 10’ shared use path connecting Shaw Middle School, Hillyard Library, NE Community Center, NewTech Skill Center and the future Children of the Sun trail – see attached exhibit. <b>This project has an estimated cost of approximately \$1.5M and planned to advertise in April, 2023 and will be constructed summer/fall 2023.</b></li> <li>• Driscoll-Alberta-Cochran – install sidewalk in the vicinity of Finch Elementary and pedestrian signal near Audubon Park – see attached exhibit. <b>This project has an estimated cost of approximately \$1.5M and is planned to advertise in April, 2023 and will be constructed summer/fall 2023.</b></li> <li>• Liberty-Bemiss – install pedestrian signal at Crestline/Courtland &amp; sidewalk on Liberty between Crestline &amp; Altamont, all near Bemiss Elementary and Andrew Rypien field – see attached exhibit. <b>This project advertised and was awarded earlier this year and will be constructed summer/fall 2023.</b></li> <li>• Nevada-Joseph – install pedestrian signal at Nevada/Joseph which is near Nevada Park and Garry Middle School – see attached exhibit. <b>This project advertised and was awarded earlier this year and will be constructed summer/fall 2023.</b></li> <li>• Greene-Carlisle – install pedestrian signal at Greene/Carlisle at what is expected to become a key crossing location following construction of the north-south freeway – see attached exhibit. <b>This project advertised and was awarded earlier this year and will be constructed summer/fall 2023.</b></li> </ul>
<b>Proposed Council Action &amp; Date:</b>	None at this time. Following bid opening, we will bring a construction contract to Council for approval. See above red text for project schedules.
<b>Fiscal Impact:</b>	Total Cost: See above red text for project by project cost.

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

Funding Source      X One-time  Recurring

Specify funding source: Varies by project. Costs incurred under the proposed contracts will be paid as part of each public works project for which the consultant is used.

Expense Occurrence      X One-time  Recurring

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

**Operations Impacts**

What impacts would the proposal have on historically excluded communities?

Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

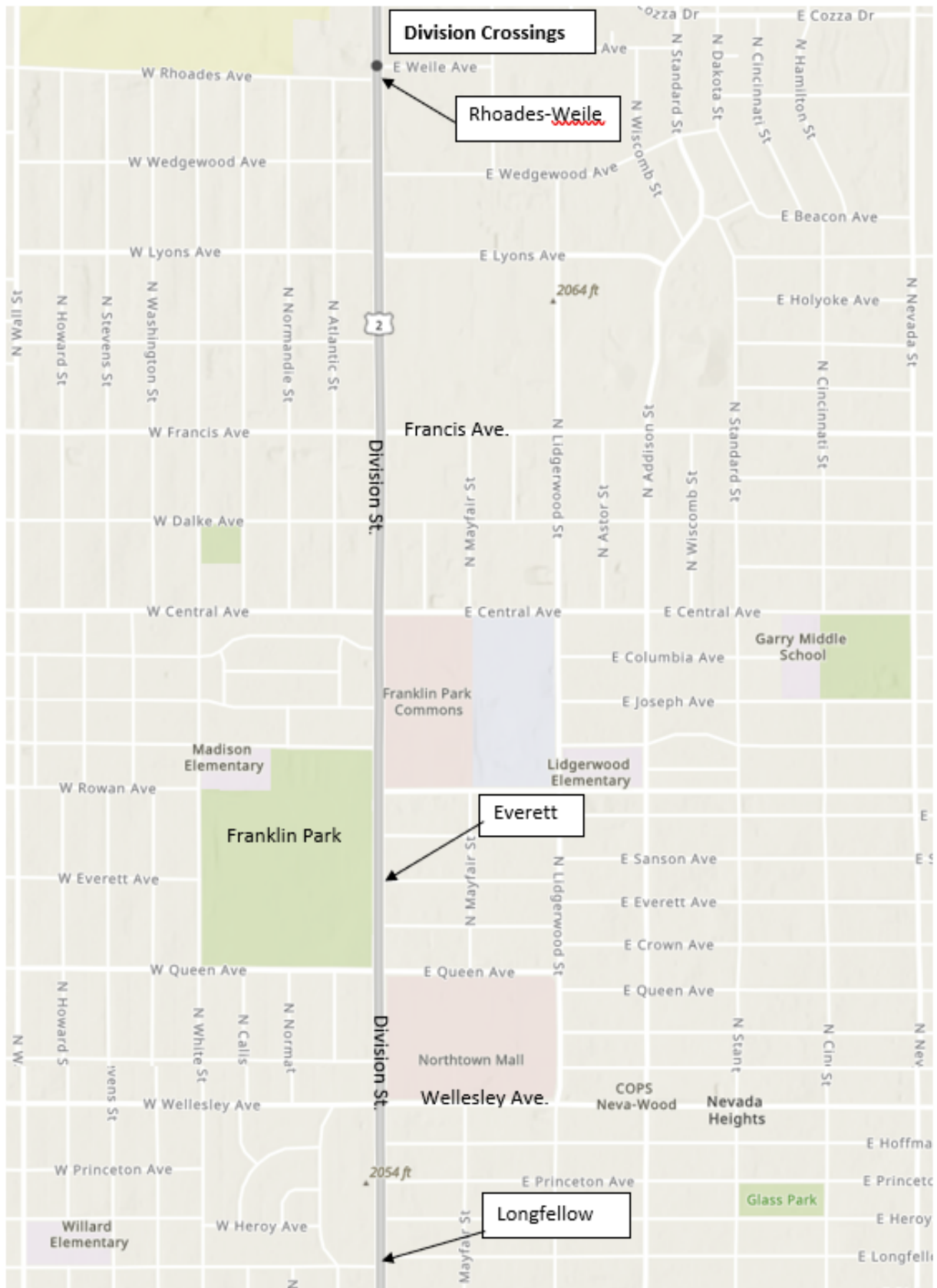
N/A – This contract supports multiple public works projects and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.

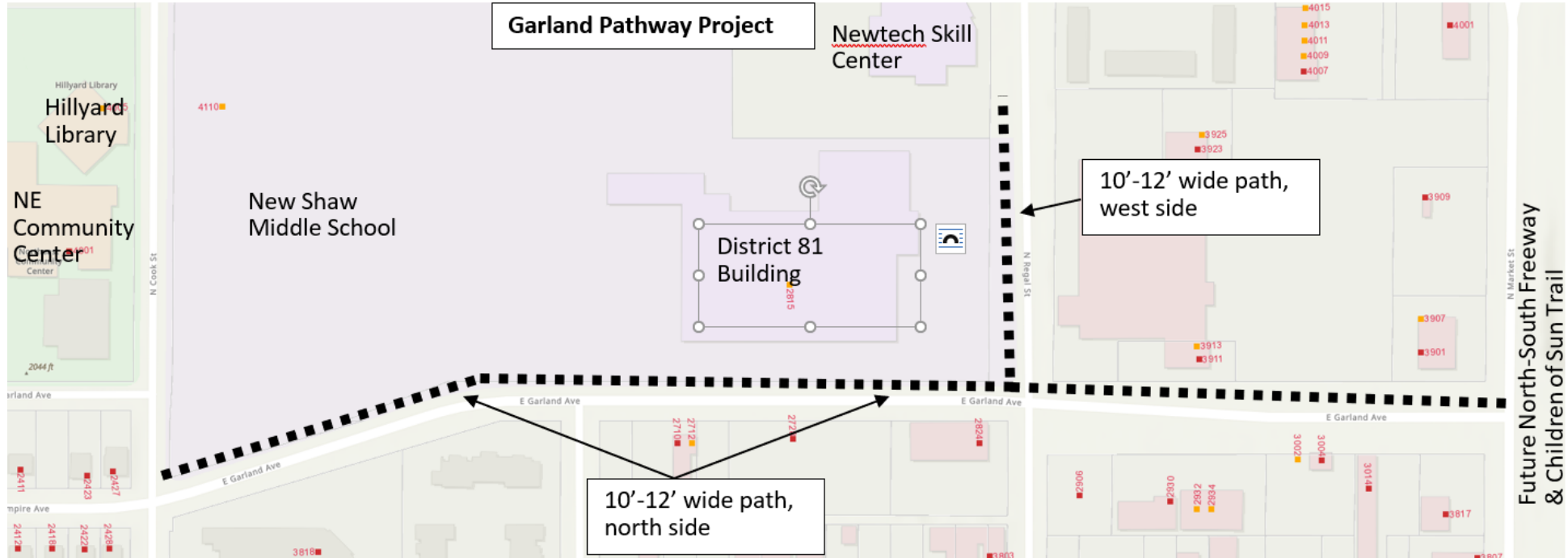
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Public Works follows the City’s established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

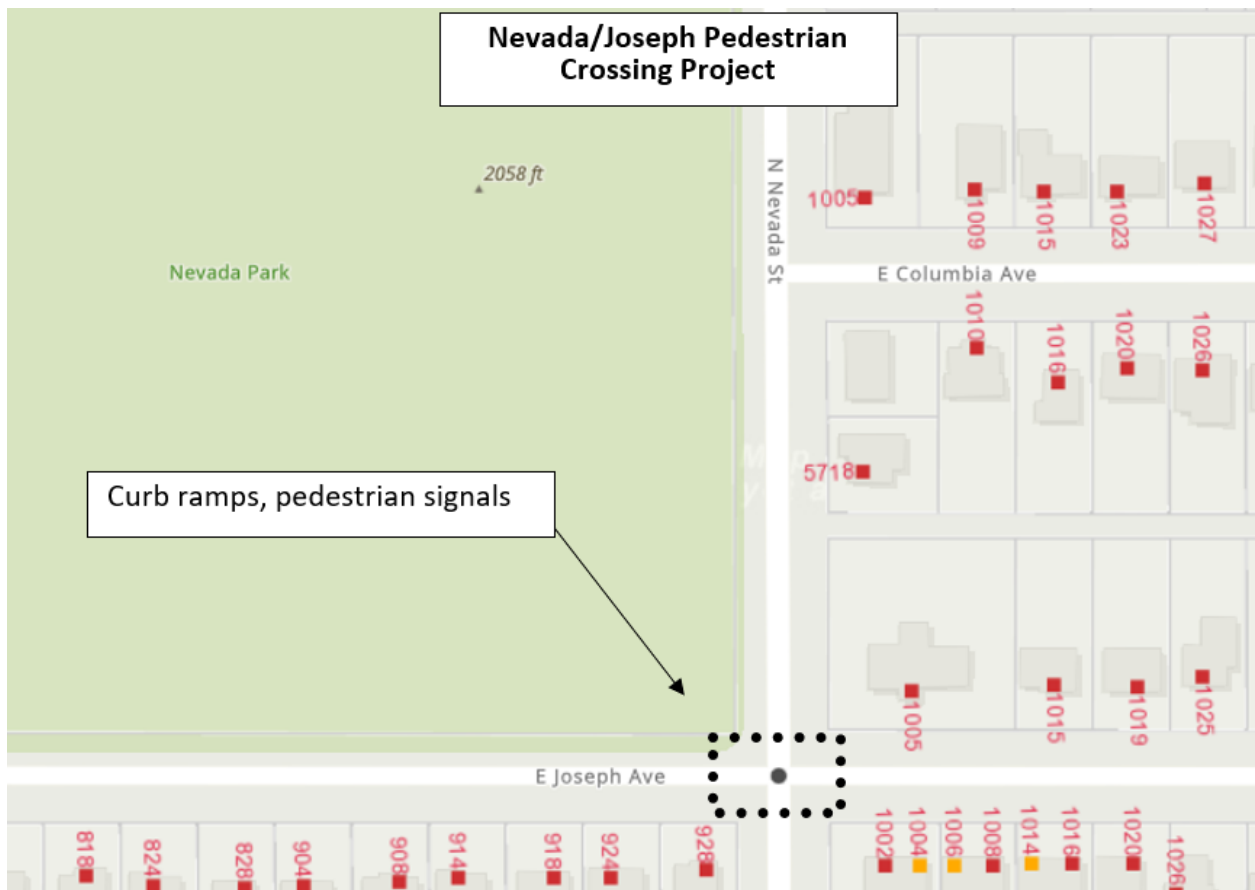
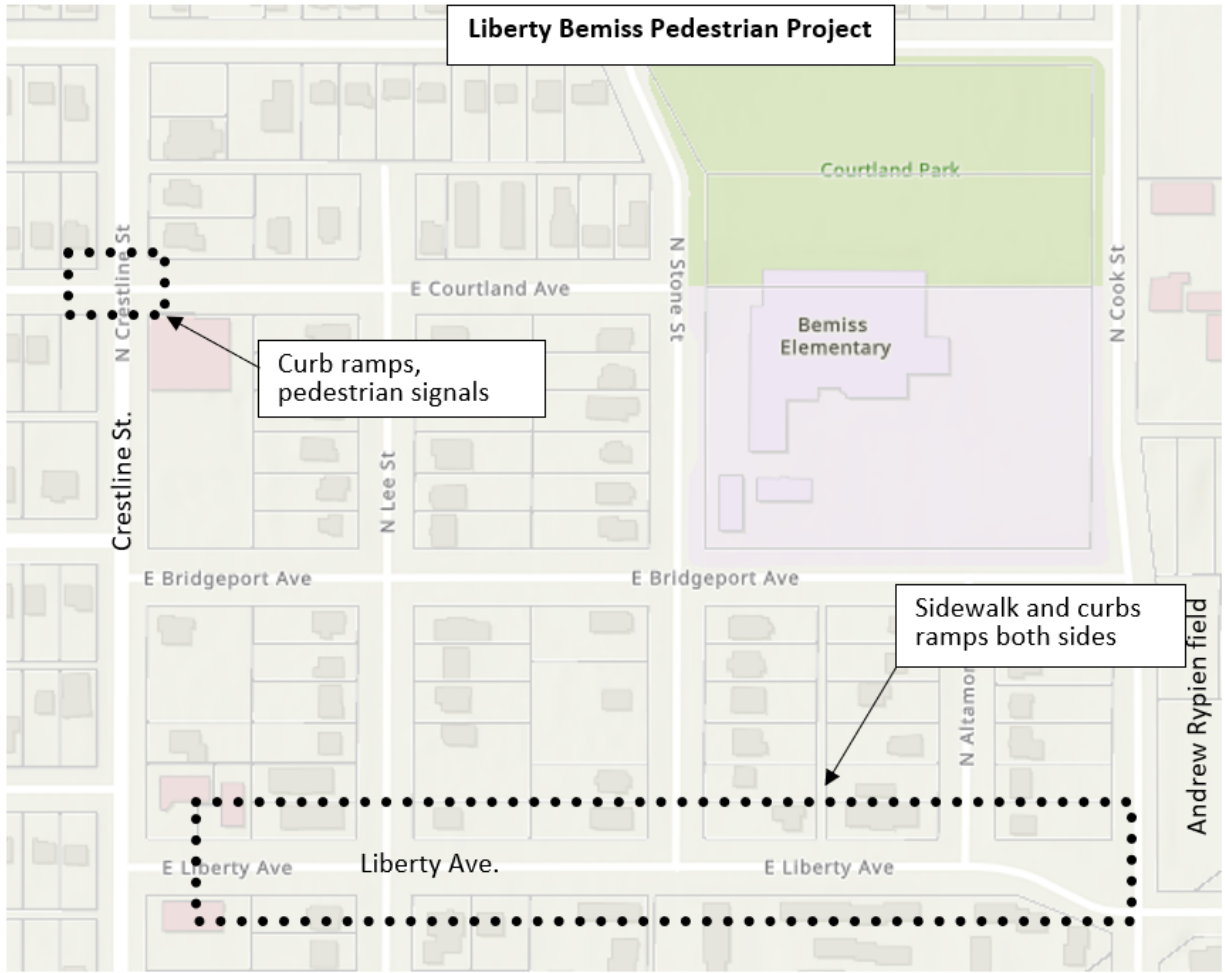
The projects is consistent with our adopted six year programs as well as the annual budget and strategic initiative to advance street improvement activities.

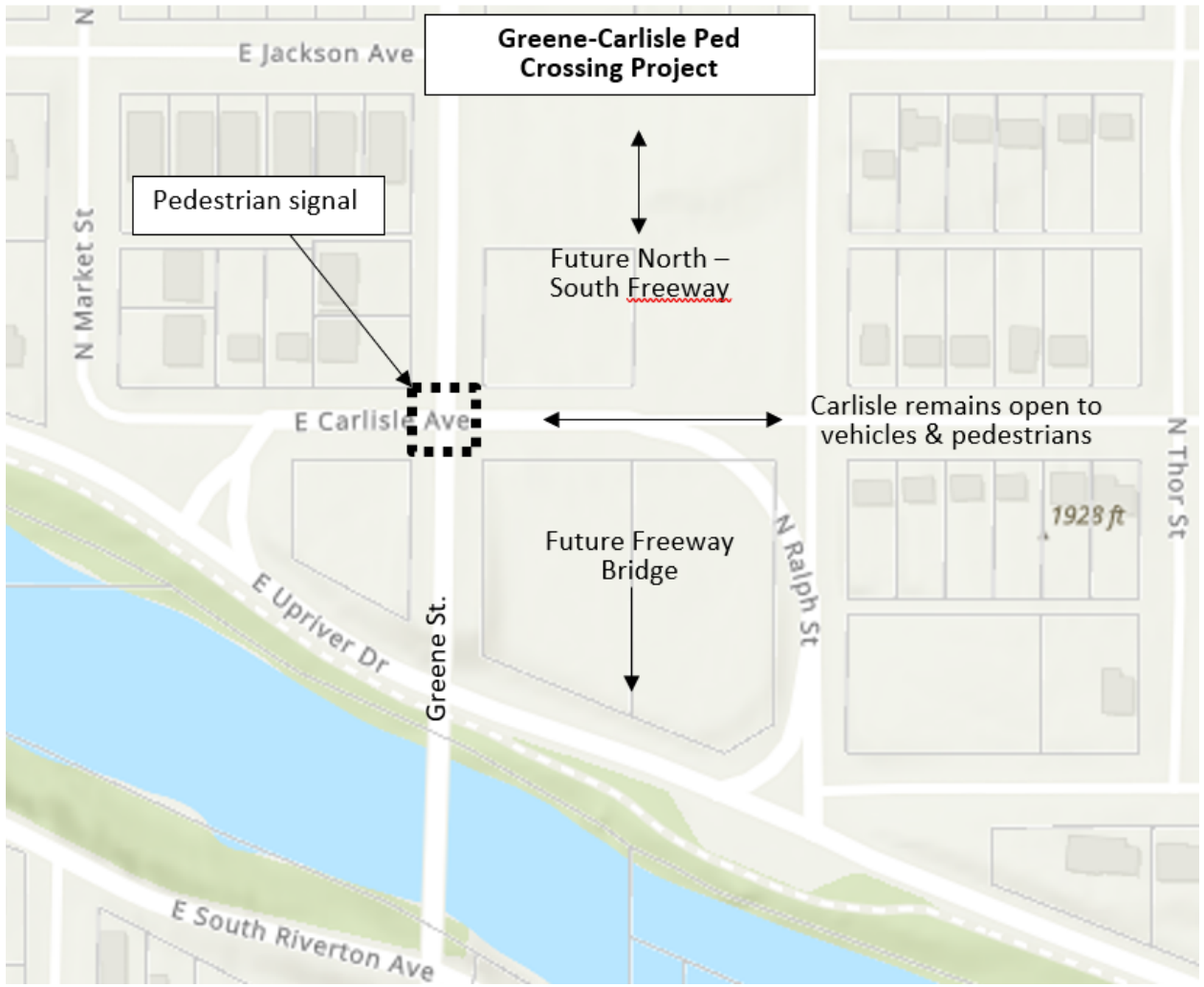














**Agenda Sheet for City Council Meeting of:**

05/08/2023

<b>Date Rec'd</b>	4/26/2023
<b>Clerk's File #</b>	OPR 2023-0468
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	2017108
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	ENGINEERING SERVICES
<b>Contact Name/Phone</b>	DAN BULLER 625-6391
<b>Contact E-Mail</b>	DBULLER@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	0370 – LOW BID AWARD – HIGH SYSTEM RESERVOIR (2017108) – TO BE DETERMINED

**Agenda Wording**

Low Bid of (to be determined at bid opening to be held on 5/1/23) (City, ST) for High System Additional Reservoir - \$ \_\_\_\_\_. An administrative reserve of \$ \_\_\_\_\_, which is 10% of the contract price, will be set aside. (Southgate Neighborhood Council)

**Summary (Background)**

On April 24, 2023 bids were opened for the above project. The low bid was from (to be determined at bid opening) in the amount of \$ \_\_\_\_\_, which is \$ \_\_\_\_\_ or \_\_\_\_\_% (above/below) the Engineer's Estimate of \$13,881,881.00; \_\_\_\_\_ other bids were received as follows: (to be determined). All information will be provided prior to the 5/8/23 council meeting.

Lease? NO Grant related? NO Public Works? YES

**Fiscal Impact**

Expense	\$ 0
Select	\$
Select	\$
Select	\$

**Budget Account**

#	4250-42300-94340-56501-15747
#	
#	
#	

**Approvals**

<b>Dept Head</b>	GRAFF, JOEL
<b>Division Director</b>	FEIST, MARLENE
<b>Finance</b>	ORLOB, KIMBERLY
<b>Legal</b>	PICCOLO, MIKE
<b>For the Mayor</b>	KIRK, JESSICA

**Council Notifications**

<b>Study Session\Other</b>	PIES 3/27/23
<b>Council Sponsor</b>	Kinnear & Bingle
<b>Distribution List</b>	
	eraea@spokanecity.org
	publicworksaccounting@spokanecity.org
	kgoodman@spokanecity.org
	ddaniels@spokanecity.org
	jgraff@spokanecity.org
	pyoung@spokanecity.org

**Additional Approvals**

<b>Purchasing</b>	

# Committee Agenda Sheet

## PIES

<b>Submitting Department</b>	Public Works, Engineering
<b>Contact Name</b>	Dan Buller 625-6391
<b>Contact Email &amp; Phone</b>	<a href="mailto:dbuller@spokanecity.org">dbuller@spokanecity.org</a>
<b>Council Sponsor(s)</b>	Lori Kinnear
<b>Select Agenda Item Type</b>	X Consent <input type="checkbox"/> Discussion      Time Requested: _____
<b>Agenda Item Name</b>	High System Water Reservoir
<b>Summary (Background)</b>	<ul style="list-style-type: none"> <li>• This briefing paper is an update to a briefing paper submitted for the November 2022 PIES meeting. Updated information from that briefing paper is shown in red below.</li> <li>• The Water Department’s water system plan, reviewed and approved by the Washington State Department of Health, has identified the need for an additional water reservoir in the high system.</li> <li>• The additional water reservoir would serve all south hill residents south of approximately 17<sup>th</sup> Ave.</li> <li>• The water surface in the proposed reservoir must match the water surface in the existing reservoirs at 37<sup>th</sup> &amp; Stone and at 33<sup>rd</sup> &amp; Lamonte.</li> <li>• Engineering Services has conducted extensive public outreach over the last two years in the process of selecting Hamblen Elementary as the preferred location for this tank.</li> <li>• Both city council and the school board were briefed on this location earlier this year and the city now has an easement from the school district to construct this tank.</li> <li>• The proposed water reservoir will be 50’-60’ diameter at its base, about 100’ diameter at the top and about 100’ high. See attached exhibit.</li> <li>• <b>While the tank construction will not close any streets, construction of the associated water main will close Crestline and the Crestline/37<sup>th</sup> intersection for several weeks during periods when school is not in session during 2024.</b></li> <li>• <b>Construction vehicle access will be via Crestline, using the existing east-west path (39<sup>th</sup> extended) and exiting on Napa St.</b></li> <li>• The construction site will be fenced as shown on the attached exhibit, including site obscuring fabric.</li> <li>• This project is locally funded.</li> </ul>
<b>Proposed Council Action &amp; Date:</b>	<ul style="list-style-type: none"> <li>• None at this time. Following bid opening, we will bring a construction contract to Council for approval. <b>This project is planned to advertise in April, 2023, begin construction in June 2023 and end construction in the spring of 2025.</b></li> </ul>
<ul style="list-style-type: none"> <li>• <b>Fiscal Impact:</b>  Total Cost: <b>The estimated cost is in the range of \$12-\$14 million.</b>  Approved in current year budget?      X Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A   Funding Source              X One-time    <input type="checkbox"/> Recurring  Specify funding source: project funds (generally street or utility funds)   Expense Occurrence      X One-time    <input type="checkbox"/> Recurring</li> </ul>	

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

**Operations Impacts**

What impacts would the proposal have on historically excluded communities?

Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A – This contract supports multiple public works projects and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Public Works follows the City’s established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

The projects which will use this on-call contract are consistent with our adopted six year programs as well as the annual budget and strategic initiative to advance street maintenance activities.

Project Location



Similarly shaped  
water reservoir in  
Post Falls



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

05/08/2023

**Date Rec'd**

4/25/2023

**Clerk's File #**

OPR 2022-0644

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

CITY ATTORNEY

**Cross Ref #****Contact Name/Phone**LYNDEN SMITHSON 6283 OR 6232  
/ ELIZABETH  
SCHOEDEL**Project #****Contact E-Mail**

LSMITHSON@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Contract Item

**Requisition #****Agenda Item Name**

0500 - CONTRACT AMENDMENT FOR OUTSIDE COUNSEL

**Agenda Wording**

Contract amendment for outside counsel Craig Trueblood of K &amp; L Gates for \$100K.

**Summary (Background)**

The matter is currently set for trial before the PCHB in September and November 2023. Additional funds are needed: We request an additional \$100K to the contract for a total of \$250K.

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact**

Expense \$ 100,000

Select \$

Select \$

Select \$

**Budget Account**

# TBD

#

#

#

**Approvals****Dept Head**

PICCOLO, MIKE

**Division Director****Finance**

ALBIN-MOORE, ANGELA

**Legal**

PICCOLO, MIKE

**For the Mayor**

SMITHSON, LYNDEN

**Additional Approvals****Purchasing****Council Notifications****Study Session\Other**

Urban Exper. 5/8/23

**Council Sponsor**

CM Kinnear

**Distribution List**

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mfeist@spokanecity.org

eschoedel@spokanecity.org

rhulvey@spokanecity.org





**City of Spokane**  
**SPECIAL COUNSEL**  
**CONTRACT AMENDMENT #2**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **CRAIG TRUEBLOOD OF THE LAW FIRM K & L GATES, LLP.**, whose address is 925 Fourth Avenue, Suite 2900, Seattle, Washington 98104-1158, as ("Firm"), Individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein the Firm agreed to provide legal services and advice to the City regarding the Appeal of the City's NPDES Permit, consistent with applicable laws and this Contract.*

*WHEREAS, additional funds are necessary, thus the original Contract needs to be formally Amended by this written document; and*

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

**1. CONTRACT DOCUMENTS.**

The original Contract, dated September 12, 2022 with an effective date of August 1, 2022, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Amendment shall become effective March 1, 2023.

**3. COMPENSATION.**

The City shall pay an additional amount not to exceed **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)** as full compensation for everything furnished and done under this Contract Amendment. The total amount under the original Contract, any subsequent amendments, and this Contract Amendment is **TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00)**.

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

**CRAIG TRUEBLOOD  
LAW FIRM K & L GATES, LLP.**

**CITY OF SPOKANE**

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

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

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

Nadine Woodward  
\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

Mayor  
\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

U2023-037

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

05/08/2023

<b>Date Rec'd</b>	4/24/2023
<b>Clerk's File #</b>	OPR 2023-0469
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	VALUE BLANKET

<b>Submitting Dept</b>	INNOVATION & TECHNOLOGY SERVICES
<b>Contact Name/Phone</b>	MICHAEL SLOON 625-6468
<b>Contact E-Mail</b>	MSLOON@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Purchase w/o Contract
<b>Agenda Item Name</b>	5300 COMPUNET CISCO VALUE BLANKET

**Agenda Wording**

Approval to purchase Cisco hardware products and license subscriptions through Compunet w/o bringing each purchase over the City Purchase Limit (\$50,000) to City Council for approval.

**Summary (Background)**

The City of Spokane makes large purchases of Cisco network hardware and services from CompuNet for the Network Re-Architecture program and other equipment upgrades. All purchases will utilize interlocal agreement with WA state contract# 05819 and/or NCPA Contract# 01-107 that include pricing advantages for government entities. Total Value Blanket amount will not exceed \$450,000 including tax. Value Blanket term will be May 15, 2023 through May 15, 2024. Previous 2023 VB total was \$350,000.00.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Expense \$ 450,000 (including tax)

Select \$

Select \$

Select \$

**Budget Account**

# Various Accounts

#

#

#

**Approvals**

**Dept Head** SLOON, MICHAEL

**Division Director** SLOON, MICHAEL

**Finance** BUSTOS, KIM

**Legal** HARRINGTON, MARGARET

**For the Mayor** KIRK, JESSICA

**Additional Approvals**

**Purchasing** NECHANICKY, JASON

**Council Notifications**

**Study Session\Other** PIES Committee  
4/24/2023

**Council Sponsor** CM Bingle

**Distribution List**

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IT - itadmin@spokanecity.org

Tax & Licenses

Dominic Casey - dcasey@compunet.biz

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability (PIES)

<b>Submitting Department</b>	Innovation and Technology Services Division
<b>Contact Name &amp; Phone</b>	Michael Sloon, 625-6468
<b>Contact Email</b>	<a href="mailto:msloon@spokanecity.org">msloon@spokanecity.org</a>
<b>Council Sponsor(s)</b>	CM Bingle
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested: 4/24/2023
<b>Agenda Item Name</b>	5300 Compunet Cisco Value Blanket
<b>Summary (Background)</b>	The City of Spokane makes large purchases of Cisco network hardware and services from CompuNet for the Network Re-Architecture program and other equipment upgrades. Upcoming purchases include upgrades to switches, identity security appliances, phone servers and firewalls. All purchases will utilize WA state contract # 05819 and/or NCPA Contract # 01-107 that include pricing advantages for government entities. Total Value Blanket funds will be \$450,000. The length of term will be May 15, 2023, to May 15, 2024.
<b>Proposed Council Action &amp; Date:</b>	Final Pass May 8, 2023
<b>Fiscal Impact: \$450,000.00</b> Total Cost: Not to exceed \$450,000 Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Various  Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b>	
<b>What impacts would the proposal have on historically excluded communities?</b>	
N/A	
<b>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?</b>	
N/A	
<b>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?</b>	
All network infrastructure performance issues and outages are routinely tracked and managed. ITSD also routinely evaluates the effectiveness of the incumbent vendor and analyzes other vendors' solutions for improvements and cost advantages over the current solution.	

**Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?**

This service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service by providing a stable, current, redundant and resilient network infrastructure.



< Business Lookup

**License Information:**

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

**Entity name:** COMPUNET, INC.

**Business name:** COMPUNET, INC.

**Entity type:** Profit Corporation

**UBI #:** 602-742-439

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 505 S FLORENCE ST  
GRANGEVILLE ID 83530-2324

**Mailing address:** 1111 S SILVERSTONE WAY  
STE 200  
MERIDIAN ID 83642-7381

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

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

Endorsements held at this locati	License #	Count	Details	Status	Expiration date	First issuance d
<a href="#">Chehalis General Business - Non-Resident</a>	14-5298			Active	Mar-31-2024	Sep-11-2014

**Endorsements**

Endorsements held at this locati	License #	Count	Details	Status	Expiration date	First issuance d
<a href="#">Non-Resident</a>						
<a href="#">Kennewick General Business - Non-Resident</a>				Active	Mar-31-2024	Oct-01-2020
<a href="#">Liberty Lake General Business - Non-Resident</a>				Active	Mar-31-2024	Jan-29-2021
<a href="#">Moses Lake General Business - Non-Resident</a>	BUS2020-0645			Active	Mar-31-2024	Sep-28-2020
<a href="#">Pasco General Business - Non-Resident</a>	36914			Active	Mar-31-2024	Oct-13-2020



Endorsements held at this locati	License #	Count	Details	Status	Expiration date	First issuance d
Richland General Business - Non-Resident				Active	Mar-31-2024	Sep-30-2020
Spokane General Business - Non-Resident				Active	Mar-31-2024	Jan-08-2021
Sumner General Business - Non-Resident				Active	Mar-31-2024	Feb-01-2021
Vancouver General Business - Non-Resident				Active	Mar-31-2024	Sep-28-2020
Walla Walla General Business - Non-Resident				Active	Mar-31-2024	Oct-10-2020
Wenatchee General Business - Non-Resident				Active	Mar-31-2024	Sep-28-2020

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

Governing people	Title
ENGSTROM, BROOKS	
MCFARLIN, TOM	
SCHOO, DAWN	
SCHOO, NOLAN B.	

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 4/4/2023 3:34:00 PM

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

05/08/2023

<b>Date Rec'd</b>	4/19/2023
<b>Clerk's File #</b>	OPR 2023-0470
<b>Renews #</b>	
<b>Cross Ref #</b>	RES 2018-0022 & RES 2017-0027
<b>Project #</b>	
<b>Bid #</b>	SOLE SOURCE
<b>Requisition #</b>	CR# 24852

<b>Submitting Dept</b>	INNOVATION & TECHNOLOGY SERVICES
<b>Contact Name/Phone</b>	MICHAEL SLOON 625-6468
<b>Contact E-Mail</b>	MSLOON@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	5300 JOURNAL TECHNOLOGIES (ESERIES) ANNUAL SOFTWARE MAINTENANCE & SUPPORT

**Agenda Wording**

Contract w/ Journal Technologies Inc(JTI) for annual maintenance & support of City's Legal Case Management System(eSeries). JTI was deemed a Sole Source provider. Term March 1, 2023 - February 28, 2024, for a total cost of \$150,719.62 plus sales tax.

**Summary (Background)**

This contract is necessary in order to obtain software upgrades for all eSeries and receive JTI's Help Desk support. JTI is the only authorized firm to provide maintenance services on the eSeries software system. This year's cost is \$150,719.62 plus tax. This is the first year for eSeries maintenance on all four agencies (Municipal Court, Spokane Prosecutor/Defender/Probation). Contract period is March 1, 2023 - February 28, 2024.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Expense \$ 150,719.62 plus tax

Select \$

Select \$

Select \$

**Budget Account**

# 5300-73300-18850-54820

#

#

#

**Approvals**

**Dept Head** FINCH, ERIC

**Division Director** FINCH, ERIC

**Finance** BUSTOS, KIM

**Legal** PICCOLO, MIKE

**For the Mayor** SMITHSON, LYNDEN

**Additional Approvals**

**Purchasing** NECHANICKY, JASON

**Council Notifications**

**Study Session\Other** PIES Committee  
3/27/2024

**Council Sponsor** CM Bingle

**Distribution List**

Accounting - ywang@spokanecity.org

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Legal - mharrington@spokanecity.org

Purchasing - cwahl@spokanecity.org

IT - itadmin@spokanecity.org

Tax & Licenses

JTI - Danny Hemnani at dhemnani@journaltech.com



## Committee Agenda Sheet

### Public Infrastructure, Environmental & Sustainability (PIES)

<b>Submitting Department</b>	Innovation and Technology Services Division
<b>Contact Name &amp; Phone</b>	Michael Sloon, 625-6468
<b>Contact Email</b>	<a href="mailto:msloon@spokanecity.org">msloon@spokanecity.org</a>
<b>Council Sponsor(s)</b>	CM Bingle
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested 3/27/2023
<b>Agenda Item Name</b>	5300 - Journal Technologies, Inc (eSeries) Annual Software Maintenance and Support
<b>Summary (Background)</b>	This contract is necessary in order to obtain software upgrades for all eSeries and receive JTI's Help Desk support. JTI is the only authorized firm to provide maintenance services on the eSeries software system. This year's cost is \$153,590.47 plus tax. This is the first year for eSeries maintenance on all four agencies. Contract period is March 1, 2023 - February 28, 2024.
<b>Proposed Council Action &amp; Date:</b>	Pass Council on April 10, 2023
<p><b>Fiscal Impact:</b> \$153,590.47 plus tax.          Total Cost: \$153,590.47 plus tax          Approved in current year budget?    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Funding Source            <input type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring – Annual</p> <p>Specify funding source: 5300 73300 18850 54820</p> <p>Expense Occurrence    <input type="checkbox"/> One-time    <input checked="" type="checkbox"/> Recurring - Annual</p> <p>Other budget impacts: NA</p>	
<b>Operations Impacts</b>	
What impacts would the proposal have on historically excluded communities?	
Not applicable – annual software maintenance	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
Not applicable – annual software maintenance	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
Not applicable – annual software maintenance	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?	
This service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service for our Legal Case Management System.	



**City of Spokane**

**CONTRACT**

**Title: eSERIES CASE MANAGEMENT SYSTEM  
LICENSING, SUPPORT AND MAINTENANCE**

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **JOURNAL TECHNOLOGIES, INC.**, whose address is 832 South 100 West, Logan, Utah 84321, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **PERFORMANCE.** The Company will provide eSERIES CASE MANAGEMENT SYSTEM LICENSING, SUPPORT AND MAINTENANCE, in accordance with Company's Quote Dated February 17, 2023, attached as Exhibit B. Company has been deemed a Sole Source Provider pursuant to RES 2018-0022. In the event of a discrepancy between the documents this City Contract controls.
2. **CONTRACT TERMS.** The Contract shall begin March 8, 2023, and run through March 7, 2024, unless amended by written agreement or terminated earlier under the provisions. This Contract may be renewed by agreement of the parties not to exceed four (4) additional one (1) year contract period. Compensation increases are limited to the annual CPI increase for the U.S. Bureau of Labor Statistics West Region, or five (5) percent, whichever is lower, per renewal period.
3. **COMPENSATION.** Total compensation under this Contract shall not exceed **ONE HUNDRED FIFTY THOUSAND SEVEN HUNDRED NINETEEN AND 62/100 DOLLARS (\$150,719.62)**, plus tax for everything furnished and done under this Contract, excluding optional extension periods. This is the maximum amount to be paid under this Contract for the work described in Section 1 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.
4. **PAYMENT.** The Company shall send its application for payment to Innovation and Technology Services Division, Administration Office, Seventh Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided by state law.
5. **COMPLIANCE WITH LAWS.** Each party shall comply with all applicable federal, state, and local laws and regulations.

6. ASSIGNMENTS. This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.

7. AMENDMENTS. This Contract may be amended at any time by mutual written agreement.

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

9. TERMINATION. Either party may terminate this Contract by thirty (30) days written notice to the other party. In the event of such termination, the City shall pay the Company for all work previously authorized and performed prior to the termination date. Following termination, City shall remove and return the Licensed Software (as defined in Exhibit C) within thirty (30) days of termination.

10. INSURANCE. During the term of the Agreement, the Company shall maintain in force at its own expense, the following insurance coverages:

- 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
- 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 the Company's General Liability insurance policy must be a *minimum* of \$1,000,000, in order to meet the insurance coverages required under this Contract;
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for hired and non-owned vehicles.

There shall be no cancellation, material change, or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Company or its insurer(s) to the City; provided, (i) that no such notice is available with respect to Company's Workers' Compensation Policy. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. **The certificate shall specify the City of Spokane as "Additional Insured"** specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. **INDEMNIFICATION.** The Company shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Company's negligence or willful misconduct under this Agreement, including reasonable attorneys' fees and litigation costs; provided that nothing herein shall require a Company to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence or willful misconduct of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Company's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Company, its agents or employees. The Company specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Company's own employees against the City except where such actions arise from City's negligence or willful misconduct and, solely for the purpose of this indemnification and defense, the Company specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Company recognizes that this waiver was specifically entered into pursuant to the provisions of 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. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS OF ANTICIPATED REVENUES (OR LIKE AMOUNTS) IN CONNECTION WITH OR ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT (INCLUDING ALL EXHIBITS). FURTHERMORE, CITY'S TOTAL LIABILITY WITH RESPECT TO CLAIMS ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT SHALL NOT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNT OF FEES PAYABLE HEREUNDER TO COMPANY. IN NO EVENT SHALL COMPANY'S TOTAL LIABILITY WITH RESPECT TO CLAIMS ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNT OF FEES PAID HEREUNDER TO COMPANY FOR THE FIRST THREE YEARS OF THE LICENSE TERM.

13. **CONTROL OF DEFENSE.** All indemnification obligations under this Agreement are conditioned upon (i) written notice by the indemnified party to the indemnifying party within thirty (30) days of the indemnified party's receipt of any claim for which indemnification is sought, (ii) tender of control over the defense and settlement to the indemnifying party and (iii) such reasonable cooperation by the indemnified party in the defense as the indemnifying party may request; provided, however, the indemnifying party shall not, without the prior written consent of the indemnified party, settle, compromise or consent to the entry of any judgment with respect to any pending or threatened claim unless the settlement, compromise or consent provides for and includes an express, unconditional release of such claim against the indemnified party.

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

13. **SEVERABILITY.** In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect, and the invalid, illegal or unenforceable provision shall be replaced by a provision, which, being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision.

14. STANDARD OF PERFORMANCE. The silence or omission in the Contract regarding any detail required for the proper performance of the work, means that the Company shall perform according to the prevailing industry standards.

15. 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 Company 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 Company.

16. 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 Company shall be responsible for contacting the State of Washington Business License Services at [www.dor.wa.gov](http://www.dor.wa.gov) or 360-705-6741 to obtain a business registration. If the Company does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

17. AUDIT / RECORDS. The Company 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 Company 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.

18. CONFIDENTIALITY/PUBLIC RECORDS. Notwithstanding anything to the contrary, City will maintain the confidentiality of Company's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone, subject to certain exemptions including for trade secrets (RCW 42.56). In the event that City gets a valid public records request for Company's materials or information and the City determines there are exemptions only the Company can assert, City will endeavor to give Company notice. Company, at its own expense, will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Company does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

19. 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 U.S. District Court for the Eastern District of Washington; provided that the parties shall first attempt to resolve amicably the dispute by meeting with each other, by telephone or in person at a mutually convenient time and location, within thirty (30) days after written notice of a dispute is delivered from one party to another; and, if such meeting or subsequent meeting to not resolve the dispute the parties agree to submit the matter to mediation by an organization or company specializing in providing neutral, third-party mediators.

**JOURNAL TECHNOLOGIES, INC.**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

Attachments that are part of this Agreement:  
Exhibit A – Certificate Regarding Debarment  
Exhibit B – License, Maintenance and Support Fees  
Exhibit C – License, Maintenance and Support Agreement

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

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

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

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

<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Name of Subrecipient / Contractor / Consultant (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Program Title (Type or Print)
<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Name of Certifying Official (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Signature
<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Title of Certifying Official (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Date (Type or Print)

**EXHIBIT B**  
**LICENSE, MAINTENANCE AND SUPPORT FEES**

A. Spokane Municipal Court - eCourt®

**1. Licensed Software: eCourt®.** The annual License, Maintenance and Support Fees include eCourt Software licenses, maintenance updates, upgrades and routine Support as described in Exhibit C (“License, Maintenance and Support Agreement”).

**2. Annual eCourt® License, Maintenance and Support Fees:** \$63,779.63, excluding Washington taxes, for March 8, 2023 to March 7, 2024 (and adjusted for any CPI increase after the first year), which includes:

- (a) eCourt Software licenses for up to a total of 50 court Users (i.e., Users identified in clause (a) of the definition of “User” in Section 1.11 of Exhibit C).
- (b) 10 additional licenses (i.e., 20% of court Users) for unlimited use of the Public Portal by other governmental agencies including those accessing the eCourt Software via interfaces or the Public Portal, (i.e., Users identified in clause (b) of such “User” definition).
- (c) 5 additional licenses (i.e., 10% of court Users) for unlimited use of Public Portal by public Users (i.e., Users identified in clause © of such “User” definition).

For a total of up to 65 User licenses.

If the number of court Users increases or decreases, the annual License, Maintenance and Support Fees will be adjusted pursuant to the pricing table set forth below:

2023 - Annual License, Maintenance, and Support Fees			
User Groups*	User Licenses	Per License**	For Group
1-100	100	\$981.225	\$98,122.50
101-200	100	\$1,113.525	\$111,352.50

\*The actual number of User licenses will be used to determine the annual fee, with 150 licenses (overall between the Court, Prosecutor, Probation, and Defender) being the minimum. Each additional court User shall require the purchase of 1.3 additional User licenses.

\*\*Per license fees tables are progressive price brackets. All licenses in a given bracket must be purchased before the next bracket pricing applies.

An annual CPI adjustment not to exceed 5% will automatically be applied to the annual License, Maintenance and Support Fees for each year of the eCourt License Term after the first year.



B. Spokane Prosecutor/Defender/Probation – eProsecutor/Defender/Probation®

**1. Licensed Software: eProsecutor/Defender/Probation®.** The annual License, Maintenance and Support Fees include eProbation/Defender/Probation Software licenses, maintenance updates, upgrades and routine Support as described in Exhibit C (“License, Maintenance and Support Agreement”).

**2. Annual eProsecutor/Defender/Probation® License, Maintenance and Support Fees:** \$86,939.99, excluding taxes, for March 1, 2023 to February 29, 2024 (and adjusted for any CPI increase after the first year), which includes:

- (a) eProsecutor/Defender/Probation Software licenses for up to a total of 70 agency Users (i.e., Users identified in clause (a) of the definition of “User” in Section 1.11 of Exhibit C).
- (b) 14 additional licenses (i.e., 20% of agency Users) for unlimited use of the Public Portal by other governmental agencies including those accessing the eProsecutor/Defender/Probation Software via interfaces or the Public Portal, (i.e., Users identified in clause (b) of such “User” definition).
- (c) 7 additional licenses (i.e., 10% of agency Users) for unlimited use of Public Portal by public Users (i.e., Users identified in clause (c) of such “User” definition).

For a total of up to 91 User licenses.

If the number of agency Users increases or decreases, the annual License, Maintenance and Support Fees will be adjusted pursuant to the pricing table set forth below:

2023 - Annual License, Maintenance, and Support Fees			
User Groups*	User Licenses	Per License**	For Group
1-50	50	\$1,050.00	\$52,500.00
51-100	50	\$840.00	\$42,000.00
101-200	100	\$735.00	\$73,500.00

\*The actual number of User licenses will be used to determine the annual fee, with 150 licenses (overall between the Court, Prosecutor, Probation, and Defender) being the minimum. Each additional court User shall require the purchase of 1.3 additional User licenses.

\*\*Per license fees tables are progressive price brackets. All licenses in a given bracket must be purchased before the next bracket pricing applies.

An annual CPI adjustment not to exceed 5% will automatically be applied to the annual License, Maintenance and Support Fees for each year of the eCourt License Term after the first year.

**EXHIBIT C**  
**LICENSE, MAINTENANCE AND SUPPORT AGREEMENT**  
**(the “License Agreement”)**

1. DEFINITIONS

1.1 **Application Administrator** is a designated employee or contractor of City responsible for managing the case management system. This role includes communicating with Company staff for support, troubleshooting problems, and coordinating maintenance tasks.

1.2 **Customer Data** means all non-configuration, case-related data entered into, contained in, modified in, or deleted from the Licensed Software, but not the Licensed Software itself.

1.3 **Documentation** includes user, administrative and technical electronic guides which facilitate the use of and relate to the Licensed Software, together with any written product information, instructions, specifications or use guidelines made available by Company.

1.4 **Go Live** means that the Licensed Software is being Used (as defined below) in an operational capacity with operational data in City’s production environment. For the avoidance of doubt, as of the effective date hereof, City has had a Go Live and is using the Licensed Software with operational data in City’s production environment.

1.5 **Licensed Software** means the proprietary computer software program or programs identified in Exhibit B (“LICENSE, MAINTENANCE AND SUPPORT FEES”), together with all related Documentation.

1.6 **License, Maintenance and Support Fees** means the fees to be paid by City to Company annually in advance of each year of the License Term pursuant to Section 2.2.2 (“License, Maintenance and Support Fees”).

1.7 **Loss Event Expenses** means all losses, liabilities, damages, causes of action, claims, demands, expenses, professional services (including fees and costs for attorneys, crisis management, public relations, investigation, and remediation), and breach notification costs arising from, in connection with, or related to any of the following:

- (1) a data security breach involving Customer Data;
- (2) a violation of any law, statute, or regulation related to data security or data privacy involving Customer Data;
- (3) unauthorized access to or acquisition of Customer Data;
- (4) a loss of Customer Data;

- (5) a ransom or cyber extortion demand involving Customer Data;
- (6) misuse of Customer Data; or
- (7) an actual or alleged failure to:
  - (a) provide adequate notice, choice, consent, access, or security regarding Customer Data;
  - (b) take appropriate steps to ensure the accuracy of Customer Data;
  - (c) adequately minimize the collection, processing, use, or retention of Customer Data; or
  - (d) comply with cross-border data transfer laws and regulations regarding Customer Data.

1.8 **Maintenance** means enhancements, upgrades and new releases of the Licensed Software, which includes only those additions and/or modifications to the Licensed Software which (A) enhance functionality and/or performance without fundamentally altering the nature or manner in which the Licensed Software operates, and (B) are made generally available without additional or increased charges to other persons entitled to receive maintenance from Company.

1.9 **Support** means access to technical assistance for the Licensed Software, including support for questions about functionality, the resolution of error messages, bug fixes and troubleshooting.

1.10 **Use or Using** means (i) transferring any portion of the Licensed Software from storage units or media into computer or terminal equipment for utilization or processing; (ii) accessing any portion of the Licensed Software for any purpose (including, without limitation, viewing information already in the Licensed Software); or (iii) merging any Licensed Software in machine readable form into another program.

1.11 **User** means (a) any individual person, computer terminal or computer system (including, without limitation, any workstation, pc/cpu, laptop and wireless or network node) that has been authorized by the City (through a username and password) to use the Licensed Software, or (b) any other non-court government employees who are performing their jobs, or a computer terminal or computer system used by such a person, in each case, interfacing with or accessing the Licensed Software through an interface or its public portal or (c) any individual person who is a member of the general public (including litigants and their attorneys, reporters and interested citizens, but not government employees who are performing their jobs), or a computer terminal or computer system used by such a person, accessing the Licensed Software at any given time for any reason through its public portal (including to file documents electronically or to view information already in or accessible through the Licensed Software).

## 2. LICENSE

2.1 Grant of License. Upon commencement of the License Term, Company grants to City and City hereby accepts from Company a non-exclusive, non-transferable, personal license to install and Use the Licensed Software; provided, however, that City's rights with respect to the Licensed Software are at all times and in all respects subject to the terms and conditions of this License Agreement. City's authorized Users may Use the Licensed Software only during the License Term and only so long as City has paid the required License, Maintenance and Support Fees for such Users and is not otherwise in default under this License Agreement. This license includes the right to make one copy of the Licensed Software in machine-readable form solely for City's back-up purposes. The Licensed Software is the proprietary information and a trade secret of Company and this License Agreement grants City no title or rights of ownership in the Licensed Software. The Licensed Software is being licensed and not sold to the City. The Licensed Software is protected by United States copyright laws and international copyright treaties, as well as other intellectual property laws.

### 2.2 License Term and License, Maintenance and Support Fees.

2.2.1 License Term. The License Term shall commence on the effective date of the overall Agreement. The License Term shall continue coterminous with the term of the overall Agreement as described in Section 2 of the overall Agreement.

2.2.2 License, Maintenance and Support Fees. City shall make payment of the License, Maintenance and Support Fees to Company based on the number of Users and calculated in accordance with Exhibit B, in advance of each applicable year of the License Term, including each year of the original License Term and each one-year extension. City may increase the number of Users at any time upon written notice to Company, which shall be promptly followed by payment reflecting the increased License, Maintenance and Support Fees, calculated according to Exhibit B, and pro-rated for any partial year of the License Term. City may also reduce the number of Users of the Licensed Software, and the commensurate fee payable, but such reduction shall only become effective at the beginning of the following year of the License Term, and the written reduction notice must be given at least sixty (60) days before the next anniversary of the start of the License Term. All sales taxes or similar fees levied on account of payments to Company are the responsibility of City.

2.2.3 Certain Specific Limitations. City shall not, and shall not permit any User or other party to, (a) copy or otherwise reproduce, reverse engineer or decompile all or any part of the Licensed Software, (b) make alterations to or modify the Licensed Software, (c) grant sublicenses, leases or other rights in or to the Licensed Software, or (d) permit any party access to the Licensed Software for purposes of programming against it. City shall be solely responsible for preventing improper, unauthorized, accidental, or unlawful (1) misuse of User accounts for the Licensed Software; (2) changes by the City to the Licensed Software or its database; or (3) software scripts from being added to the Licensed Software or its database by the City. City is also solely responsible for, and shall indemnify, defend, and hold harmless Company

regarding, any Loss Event Expenses that arise from unlawful or accidental access or disclosure of Customer Data that is stored on a computer system, network, server, workstation, PC, desktop, notebook, or mobile device of the City or one of its agents or contractors (other than Company or one of its agents or contractors).

2.2.4 E-Commerce Functionality Fees. If Public Portal is included in the Licensed Software and the e-commerce functionality of Public Portal is utilized, Company shall provide a PCI compliant payment gateway and payment processing functionality. A merchant services agreement will be provided to City upon request. If City requires an alternate payment processor provider, City is responsible for all additional development costs to connect Public Portal with the payment processor provider.

### 3. MAINTENANCE AND SUPPORT

3.1 Maintenance. Maintenance will be provided for the Licensed Software provided that City has paid the applicable License, Maintenance and Support Fees described in Section 2.2.2, and subject to all of the terms and conditions of this License Agreement. Maintenance for the Licensed Software will be available when the applicable enhancement, upgrade or release is first made generally available to persons entitled to receive Maintenance from Company. For the avoidance of doubt, City elects when it wishes to apply provided Maintenance to the Licensed Software. If City elects not to apply Maintenance such that City is not using one of the two (2) most recent generally available versions of the Licensed Software, and then City requires assistance from Company in applying Maintenance to upgrade to a newer version, any such assistance will be provided pursuant to a Statement of Work.

3.2 Support. Support for the Licensed Software and its Public Portal is available by telephone, e-mail, or internet support forum from 5:00 am to 6:00 pm Mountain time, Monday through Friday, except for federal holidays. Support for interfaces provided by Company using the Licensed Software's application programming interface (API) is available by the same contact methods and during the same times for ninety (90) days following Go Live. Company shall generally provide an initial response within four (4) hours of first contact. Company shall use all reasonable diligence in correcting verifiable and reproducible errors reported to Company. Company shall, after verifying that such an error is present, initiate work in a diligent manner toward development of a solution. If the error is categorized as "Critical" (meaning an error for which there is no workaround and which causes data loss, affects a mission critical task or poses a possible security risk that could compromise the system), Company shall provide a solution through a service release as soon as possible. Company shall not be responsible for correcting errors in any version of the Licensed Software other than the current version, with the exception of Critical errors, for which a service release will be provided for the most recent previous version as well. Company shall not be responsible for errors caused by hardware limitations or failures, network infrastructure, operating system problems, operator errors or any errors related to processes, interfaces or other software.

### 3.3 Conditions to Receive Support.

3.3.1 City must designate one or more Application Administrators, each of whom shall be an employee or contractor of City. Only a designated Application Administrator may request Support. It is the responsibility of City to instruct Users to route Support requests through the Application Administrator.

3.3.2 City must maintain a dedicated connection, approved by Company, to the Licensed Software's database and/or application server, with full screen access to the server and full administrative rights to publish information and make changes.

3.3.3 City must maintain all related hardware and software systems required for the operation of the Licensed Software. Minimum System requirements are attached as Attachment 1 ("SYSTEM REQUIREMENTS"). Company shall have no responsibility for configuring, maintaining or upgrading City's operating system, hardware, network, or any other software not provided by Company. Company is not responsible for creating or maintaining database or storage backup files.

3.3.4 City must keep current and have installed the latest generally available version of the Licensed Software or the most recent previous version.

3.3.5 City must provide Company's support personnel with accurate configuration information, screen shots, or other files and documentation as required for each support request.

3.4 Other Support. Services that go beyond routine Support may be provided pursuant to a Statement of Work.

## 4. WARRANTY

4.1 Licensed Software Warranty. Company warrants that the Licensed Software will perform in all material respects during the License Term in accordance with the applicable user, administrative, and technical electronic guides. Notwithstanding the foregoing, this warranty shall not apply and Company will incur no liability whatsoever if there is or has been (a) the use of any non-current version (or the most recent previous version) of the Licensed Software, (b) the combination of the Licensed Software with any other software not recommended, provided or authorized by Company, (c) modification of the Licensed Software, (d) any use of the Licensed Software in breach of this License Agreement or (e) any failure to satisfy the conditions to receive Support under Section 3.3 ("Conditions to Receive Support") above. If at any time during the License Term the Licensed Software fails to perform according to this warranty, City shall promptly notify Company in writing of such alleged nonconformance, and Company shall provide bug fixes and other Support, but only so long as the alleged nonconformance is not caused by an act of City or any third party not under the control of or authorized by Company. After the bug fixes and Support have been provided, if any such non-performance materially impairs the ability of City to utilize the Licensed Software, City shall have the right, on thirty (30) days' notice, to terminate the license and this License Agreement (with a credit for License,

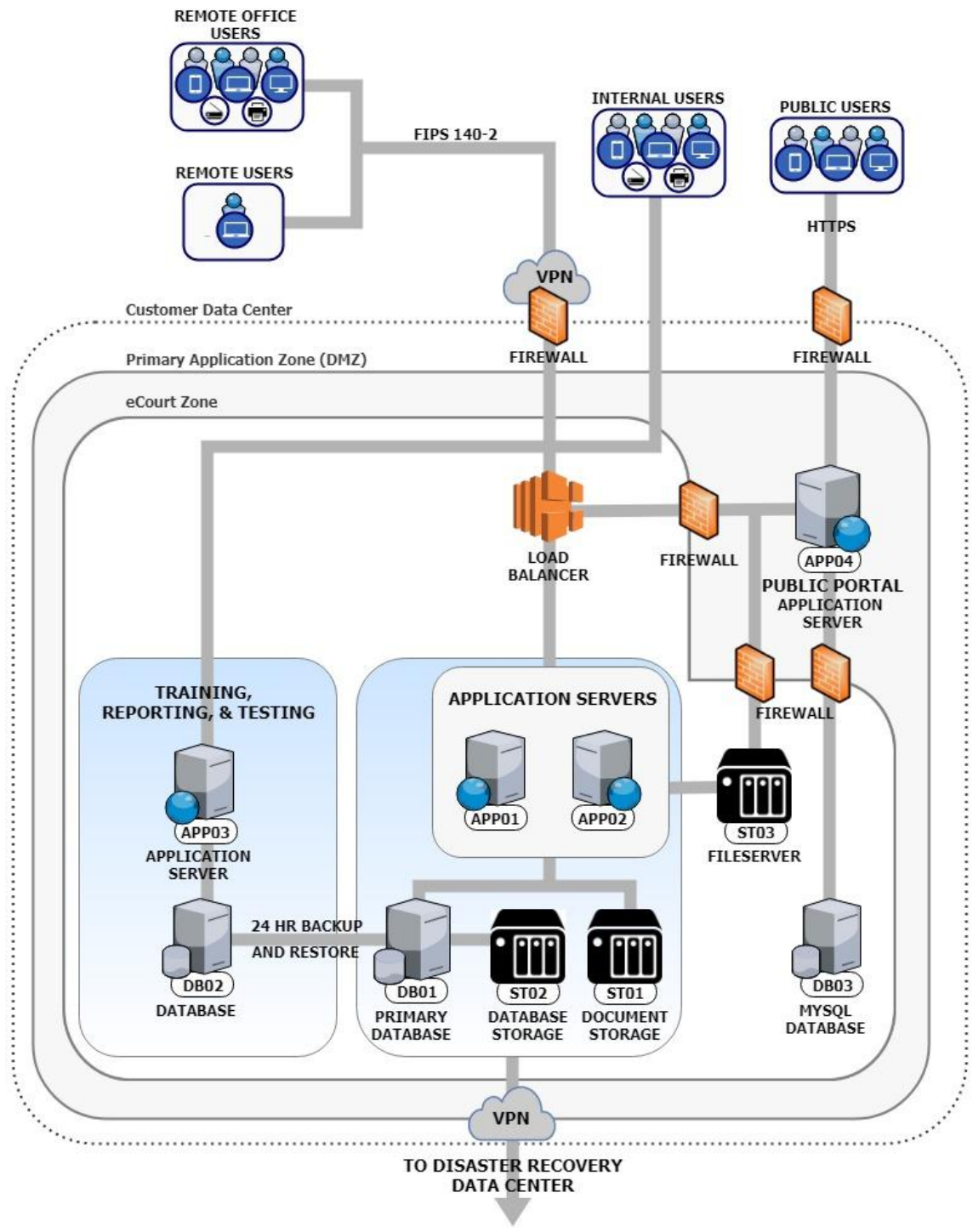
Maintenance and Support Fees paid with respect to the period in which utilization was materially impaired).

4.2 Warranty of Law. Company represents and warrants that to the best of Company's knowledge: (i) there is no claim, litigation or proceeding pending or threatened against Company with respect to the Licensed Software or any component thereof alleging infringement of any patent or copyright or any trade secret or any proprietary right of any person; (ii) the Licensed Software complies in all material respects with applicable laws, rules and regulations; (iii) Company has full authority to enter into this License Agreement and to consummate the transactions contemplated hereby; and (iv) this License Agreement is not prohibited by any other agreement to which Company is a party or by which it may be bound (the "**Legal Warranty**"). In the event of a breach of the Legal Warranty, Company shall indemnify and hold harmless City from and against any and all losses, liabilities, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by City, arising out of or resulting from said breach.

4.3 Warranty of Title. Company further warrants that (i) it has good title to the Licensed Software; (ii) it has the absolute right to license the Licensed Software; (iii) as long as City is not in material default hereunder, City shall be able to quietly and peacefully possess and Use the Licensed Software provided hereunder subject to and in accordance with the provisions of this License Agreement; and (iv) Company shall be responsible for and have full authority to license all proprietary and/or third party software modules, algorithms and protocols that are incorporated into the Licensed Software (the "**Title Warranty**"). In the event of a breach of the Title Warranty, Company shall indemnify and hold harmless City from and against any and all losses, liabilities, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by City, arising out of or resulting from said breach.

4.4 No Other Warranties. THE WARRANTIES AND REPRESENTATIONS STATED WITHIN THIS LICENSE AGREEMENT ARE EXCLUSIVE, AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

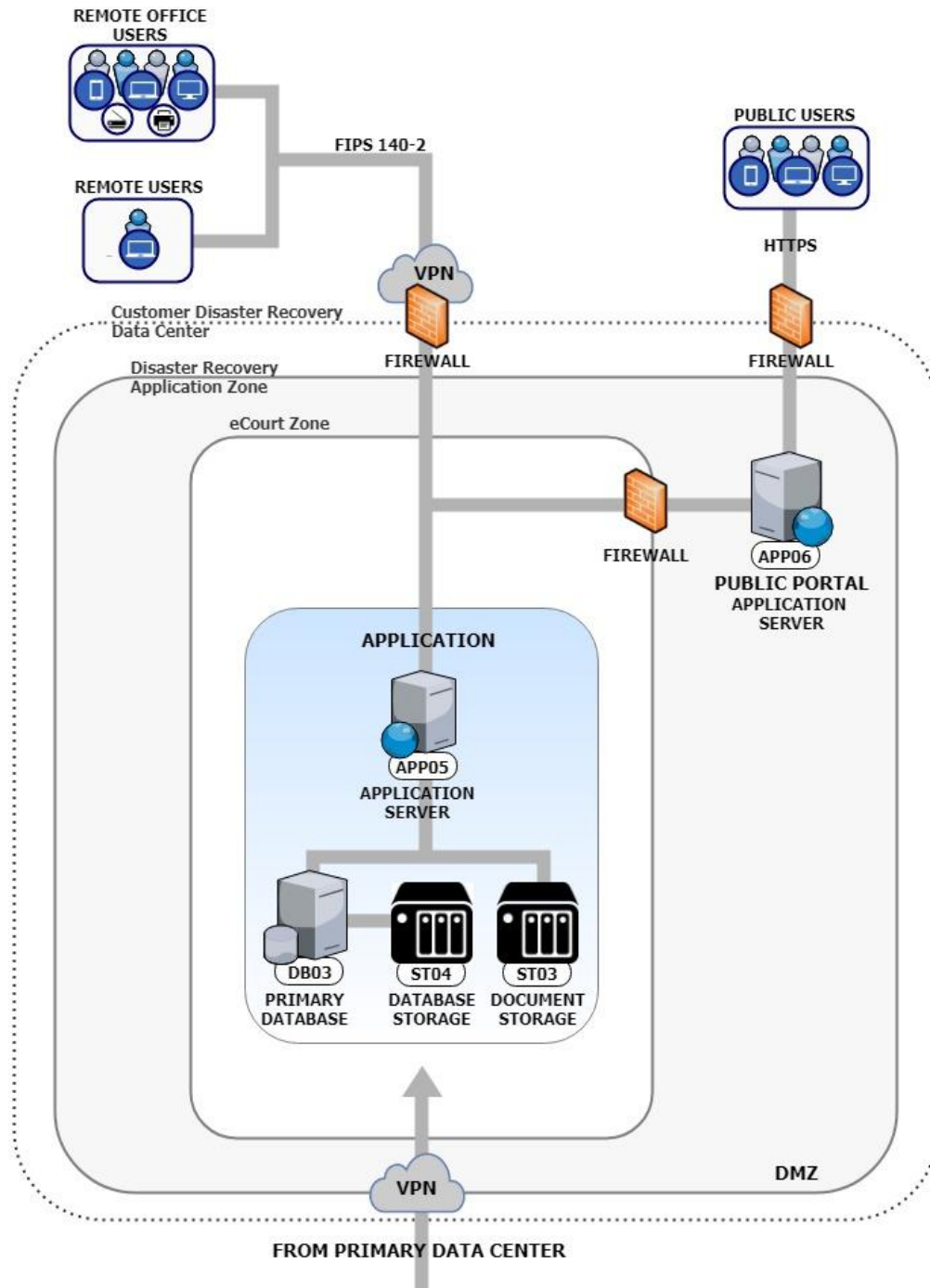
# ATTACHMENT 1 TO EXHIBIT C SAMPLE MINIMAL SYSTEM REQUIREMENTS Customer On-Premise - Primary ( 51-500 user )





# Customer On-Premise - Disaster Recovery

( Off-site )



Data Centers  
Sample Hardware/Software Manifest

- \*APP01 - app server (4 CPU / 16 GB RAM / 100 GB HDD / 1Gb NET)
  - Ubuntu Linux or Windows
  - Tomcat 8
  - Java 8
  - Hazelcast
- \*APP02 - app server (4 CPU / 16 GB RAM / 100 GB HDD / 1Gb NET)
  - Ubuntu Linux or Windows
  - Tomcat 8
  - Java 8
  - Hazelcast
- APP03 - report/testing/training server (4 CPU / 16 GB RAM / 500 GB HDD / 1Gb NET)
  - Ubuntu Linux or Windows
  - Tomcat 8
  - Java 8
  - Jasper
- APP04 - portal server (2 CPU / 8 GB RAM / 100 GB HDD / 1Gb NET)
  - Ubuntu Linux or Windows
  - Apache or Nginx
- APP05 - app server (4 CPU / 16 GB RAM / 100 GB HDD / 1Gb NET)
  - Ubuntu Linux or Windows
  - Tomcat 8
  - Java 8
- APP06 - portal server (2 CPU / 8 GB RAM / 100 GB HDD / 1Gb NET)
  - Ubuntu Linux or Windows
  - Apache or Nginx
- DB01 - db server (8 CPU / 64 GB RAM / 100 GB HDD / 1Gb NET)
  - MS Windows Server 2016
  - MS SQL Server 2016 Enterprise edition
- DB02 - db server (8 CPU / 64 GB RAM / 100 GB HDD / 1Gb NET)
  - MS Windows Server 2016
  - MS SQL Server 2016 Enterprise edition
- ST01 - Document/app server storage device with
  - 1 TB for Documents
  - 500 GB for app server data
  - 100 GB for config mgmt data
  - 500 GB for report server data
- ST02 - Database storage device with
  - 1 TB for DB
- ST03 - Document/app server storage device with
  - 1 TB for Documents
  - 500 GB for app server data
  - 100 GB for config mgmt data

- 500 GB for report server data
- ST04 - Database storage device with
  - 1 TB for DB
- Load balancer
- Firewalls and VPN devices as required

\*Additional application and database servers may be added to scale up the solution.



< Business Lookup

**License Information:**

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

**Entity name:** JOURNAL TECHNOLOGIES, INC.  
**Business name:** JOURNAL TECHNOLOGIES, INC.  
**Entity type:** [Profit Corporation](#)  
**UBI #:** 602-789-541  
**Business ID:** 001  
**Location ID:** 0001  
**Location:** Active  
**Location address:** 915 E 1ST ST  
 LOS ANGELES CA 90012-4050  
**Mailing address:** 915 E 1ST ST  
 LOS ANGELES CA 90012-4050

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

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

**Endorsements**

Endorsements held at this loca	License #	Count	Details	Status	Expiration date	First issuance c
<a href="#">Federal Way General Business - Non-Resident</a>	16-101615-00-			Active	Dec-31-2023	Apr-04-2016
<a href="#">Spokane General Business - Non-Resident</a>	T11052911BUS			Active	Dec-31-2023	Oct-15-2012

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

Governing people	Title
JOURNAL TECHNOLOGIES, INC.	

**Registered Trade Names**

Registered trade names	Status	First issued
JOURNAL TECHNOLOGIES, INC.	Active	Nov-23-2021



[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 1/23/2023 8:28:33 AM

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/8/2023

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

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

<b>PRODUCER</b> Bolton Insurance Services LLC 3475 E. Foothill Blvd., Suite 100 Pasadena, CA 91107  www.boltonco.com                      6004772	<b>CONTACT NAME:</b> <b>PHONE (A/C, No. Ext):</b> (626) 799-7000 <b>FAX (A/C, No):</b> (626) 583-2117 <b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>	
<b>INSURED</b> Journal Technologies, Inc. Daily Journal Corporation 915 E. First Street Los Angeles CA 90012	<b>INSURER A:</b> The Hanover Insurance Company                      22292	
	<b>INSURER B:</b> Hartford Casualty Insurance Company                      29424	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		

**COVERAGES**

CERTIFICATE NUMBER: 72925140

REVISION NUMBER:

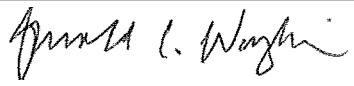
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR Deductible \$0  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ZH3-H468926-02	1/1/2023	1/1/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY  NO OWNED AUTOS			AH3-H474940-02	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$0			UH3-H468932-02	1/1/2023	1/1/2024	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			72WEAV5AXX	1/1/2023	1/1/2024	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Errors & Omissions Liability / Cyber and Privacy Security Liability CLAIMS MADE FORM Crime - Employee Theft			LH3-H469016-02	1/1/2023	1/1/2024	Limit \$10,000,000 Each Claim Limit: \$10,000,000 Aggregate Retention \$100,000
A	Crime - Employee Theft			ZZ3-H468926-02	1/1/2023	1/1/2024	Limit \$150,000

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

GL Additional Insured applies per 42129150615 attached, only if required by written contract/agreement.  
 Additional Insured(s): City of Spokane.

**CERTIFICATE HOLDER****CANCELLATION**

City of Spokane 808 W Spokane Falls Blvd, 7th Floor, Spokane, WA 99201	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   Ron Wanglin

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ACORD 25 (2016/03)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SUMMARY OF COVERAGES

1.	Additional Insured by Contract, Agreement or Permit	Included
2.	Additional Insured – Primary and Non-Contributory	Included
3.	Blanket Waiver of Subrogation	Included
4.	Bodily Injury Redefined	Included
5.	Broad Form Property Damage – Borrowed Equipment, Customers Goods & Use of Elevators	Included
6.	Knowledge of Occurrence	Included
7.	Liberalization Clause	Included
8.	Medical Payments – Extended Reporting Period	Included
9.	Newly Acquired or Formed Organizations - Covered until end of policy period	Included
10.	Non-owned Watercraft	51 ft.
11.	Supplementary Payments Increased Limits	
	- Bail Bonds	\$2,500
	- Loss of Earnings	\$1000
12.	Unintentional Failure to Disclose Hazards	Included
13.	Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

**1. Additional Insured by Contract, Agreement or Permit**

The following is added to **SECTION II – WHO IS AN INSURED:**

**Additional Insured by Contract, Agreement or Permit**

- a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy is an additional insured only with respect to liability for “bodily injury”, “property damage”, or “personal and advertising injury” caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

- (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;
- (2) Premises you own, rent, lease or occupy; or
- (3) Your maintenance, operation or use of equipment leased to you.
- b. The insurance afforded to such additional insured described above:
  - (1) Only applies to the extent permitted by law; and
  - (2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.
  - (4) Will not be broader than coverage provided to any other insured.
  - (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.
- c. This provision does not apply:
- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
  - (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
  - (3) To any lessor of equipment:
    - (a) After the equipment lease expires; or
    - (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor
  - (4) To any:
    - (a) Owners or other interests from. whom land has been leased which takes place after the lease for the land expires; or
    - (b) Managers or lessors of premises if:
      - (i) The occurrence takes place after you cease to be a tenant in that premises; or
      - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
  - (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.
- This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and

advertising injury" involved the rendering of or failure to render any professional services by or for you.

- d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

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

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

## 2. Additional Insured – Primary and Non-Contributory

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other insurance**:

### Additional Insured – Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II – WHO IS AN INSURED**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss covered under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

#### a. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- (1) For the sole negligence of the Additional Insured;
- (2) When the Additional Insured is an Additional Insured under another primary liability policy; or
- (3) when b. below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.



## b. Excess Insurance

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

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

(b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;

(c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional with permission of the owner; or

(d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**.

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

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

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self insured amounts under all that other insurance.

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

## c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each

insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers

## 3. Blanket Waiver of Subrogation

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

## 4. Bodily Injury Redefined

**SECTION V – DEFINITIONS**, Definition 3. "bodily injury" is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

## 5. Broad Form Property Damage – Borrowed Equipment, Customers Goods, Use of Elevators

a. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2. **Exclusions** subparagraph j. is amended as follows:

Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

b. The following is added to **SECTION V – DEFINITIONS**:

24. "Customers goods" means property of your customer on your premises for the purpose of being:

- a. worked on; or
- b. used in your manufacturing process.
- c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent

**6. Knowledge of Occurrence**

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **2. Duties in the Event of Occurrence, Offense, Claim or Suit**:

- e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.

**7. Liberalization Clause**

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

**Liberalization Clause**

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

**8. Medical Payments – Extended Reporting Period**

- a. **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS**, Paragraph **1. Insuring Agreement**, subparagraph **a.(3)(b)** is replaced by the following:

- (b) The expenses are incurred and reported to us within three years of the date of the accident; and

- b. This coverage does not apply if **COVERAGE C – MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Part or by endorsement.

**9. Newly Acquired Or Formed Organizations**

**SECTION II – WHO IS AN INSURED**, Paragraph **3.a.** is replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.

**10. Non-Owned Watercraft**

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph **2. Exclusions**, subparagraph **g.(2)** is replaced by the following:

**g. Aircraft, Auto Or Watercraft**

- (2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

**11. Supplementary Payments Increased Limits**

**SECTION I – SUPPLEMENTARY PAYMENTS COVERAGES A AND B**, Paragraphs **1.b.** and **1.d.** are replaced by the following:

- 1.b.** Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- 1.d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1000 a day because of time off from work.

**12. Unintentional Failure to Disclose Hazards**

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **6. Representations**:

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

**13. Unintentional Failure to Notify**

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **2. Duties in the Event of Occurrence, Offense, Claim or Suit**:

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.



**Agenda Sheet for City Council Meeting of:**  
05/08/2023

<b>Date Rec'd</b>	4/24/2023
<b>Clerk's File #</b>	OPR 2019-0293
<b>Renews #</b>	

<b>Submitting Dept</b>	INNOVATION & TECHNOLOGY	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	MICHAEL 625-6468	<b>Project #</b>	
<b>Contact E-Mail</b>	MSLOON@SPOKANECITY.ORG	<b>Bid #</b>	RFP 4481-18
<b>Agenda Item Type</b>	Contract Item	<b>Requisition #</b>	CR# 24884
<b>Agenda Item Name</b>	5300 CARAHSOFT - SALESFORCE LICENSES ANNUAL MAINTENANCE &		

**Agenda Wording**

Contract with Carahsoft Inc., who provides Salesforce licenses including annual maintenance & support. Contract term to begin May 1, 2023 through April 30, 2024 for a total amount of \$122,663.11 plus sales tax.

**Summary (Background)**

The Customer Relationship Management (CRM) system is the application used to track citizen engagement, through multiple city entities, including My Spokane-311, Utility Billing, Mayor's Office, Solid Waste Management, City Council and Streets Departments. Carahsoft supplies the Salesforce licensing in support of the City's Customer Relationship Management (CRM). Salesforce was selected and implemented in 2019.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Expense \$ 122,663.11 (plus sales tax)

Select \$

Select \$

Select \$

**Budget Account**

# 5300-73300-18850-54820

#

#

#

**Approvals**

**Dept Head** SLOON, MICHAEL

**Division Director** SLOON, MICHAEL

**Finance** BUSTOS, KIM

**Legal** HARRINGTON,

**For the Mayor** KIRK, JESSICA

**Additional Approvals**

**Purchasing** NECHANICKY, JASON

**Council Notifications**

**Study Session\Other** PIES Committee

**Council Sponsor** CM Bingle

**Distribution List**

Accounting - ywang@spokanecity.org

Contract Accounting - ddaniels@spokanecity.org

Legal - mharrington@spokanecity.org

Purchasing - cwahl@spokanecity.org

IT - itadmin@spokanecity.org

Tax & Licenses

Kristian.Gaddis@carahsoft.com



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

### Agenda Wording

### Summary (Background)

The 2023 contract term is 05/01/23 - 04/30/24, for a total cost of \$122,663.11 plus sales tax. The 2022 contracted amount was \$111,483.26 plus sales tax. The increase in cost is due to additional licensing and storage.

<b>Fiscal Impact</b>		<b>Budget Account</b>
Select	\$	#
Select	\$	#

### Distribution List


## Committee Agenda Sheet

### Public Infrastructure, Environmental & Sustainability (PIES)

<b>Submitting Department</b>	Innovation and Technology Services Division
<b>Contact Name &amp; Phone</b>	Michael Sloon, 625-6468
<b>Contact Email</b>	<a href="mailto:msloon@spokanecity.org">msloon@spokanecity.org</a>
<b>Council Sponsor(s)</b>	CM Bingle
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested: 4/24/2023
<b>Agenda Item Name</b>	5300 – Carahsoft - Salesforce Licenses Annual Maintenance and Support
<b>Summary (Background)</b>	The Customer Relationship Management (CRM) system is the application used to track citizen engagement, through multiple city entities, including My Spokane-311, Utility Billing, Mayor’s Office, Solid Waste Management, City Council and Streets Departments. Carahsoft supplies the Salesforce licensing in support of the City’s Customer Relationship Management (CRM). Salesforce was selected and implemented in 2019. The 2023 contract term is 5/1/23 – 4/30/24, for a total cost of \$122,663.11 plus sales tax. The 2022 contracted amount was \$111,483.26 plus sales tax. The increase in cost is due to additional licensing and storage.
<b>Proposed Council Action &amp; Date:</b>	Pass Council on 5/08/2023
<b>Fiscal Impact:</b> Total Cost: \$117,580.75 plus sales tax. Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring - Annual  Specify funding source: 5300-73300-18850-54820  Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring - Annual  Other budget impacts:	
<b>Operations Impacts</b>	
What impacts would the proposal have on historically excluded communities? Not applicable – annual software maintenance	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Not applicable – annual software maintenance	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Not applicable – annual software maintenance	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?  This service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service in our 311 CRM system.	



**City of Spokane**  
**CONTRACT RENEWAL**  
**Title: PURCHASE AND CONTRACT FOR ANNUAL SUPPORT OF SALESFORCE CRM LICENSES**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **CARASOFT TECHNOLOGY CORPORATION** whose address is 1860 Michael Faraday Drive, Suite 100, Reston, Virginia 20190 as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein the Company agreed to provide Purchase and Contract for Annual Support of Salesforce CRM Licenses for the City; and*

*WHEREAS, the original Contract needs to be formally renewed by this written Contract Renewal document; and*

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

**1. CONTRACT DOCUMENTS.**

The original Contract, dated April 26, 2019, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Renewal shall become effective on May 1, 2023 and end on April 30, 2024.

**3. COMPENSATION.**

The City shall pay an estimated maximum annual cost not to exceed **ONE HUNDRED TWENTY-TWO THOUSAND SIX HUNDRED SIXTY-THREE AND 11/100 (\$122,663.11)**, plus tax, in accordance with Company's Quote No. 33972429, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

**4. DEBARMENT AND SUSPENSION.**

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

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

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

**CARAHSOFT TECHNOLOGY CORP.**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

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

- Exhibit A - Certificate of Debarment
- Exhibit B – Carahsoft Technology Corp. Quote No. 33972429

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

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

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

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

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



**EXHIBIT B**

# GOVERNMENT PRICE QUOTATION



## SALESFORCE.COM GOVERNMENT at CARAHSOFT



CARAHSOFT TECHNOLOGY CORP.  
 11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190  
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724  
 www.carahsoft.com | sales@carahsoft.com

**TO:** Carlos Plascencia  
 Assistant Procurement Specialist  
 City of Spokane  
 808 West Spokane Falls Boulevard  
 7th Floor-City Hall  
 Spokane, WA 99201 USA

**FROM:** Kristian Gaddis  
 Carahsoft Technology Corp.  
 11493 Sunset Hills Road  
 Suite 100  
 Reston, Virginia 20190

**EMAIL:** cplascencia@spokanecity.org

**EMAIL:** Kristian.Gaddis@carahsoft.com

**PHONE:** (509) 625-6399

**PHONE:** (571) 662-3423

**FAX:** (703) 871-8505

**TERMS:** FTIN: 52-2189693  
 Shipping Point: FOB Destination  
 Remit To: Same as Above  
 Payment Terms: Net 30 (On Approved Credit)  
 Cage Code: 1P3C5  
 DUNS No: 088365767  
 UEI: DT8KJHZXVJH5  
 Credit Cards: VISA/MasterCard/AMEX  
 Sales Tax May Apply

**QUOTE NO:** 33972429  
**QUOTE DATE:** 05/18/2022  
**QUOTE EXPIRES:** 05/10/2023  
**RFQ NO:**  
**SHIPPING:** ESD  
**TOTAL PRICE:** \$122,663.11  
  
**WA Tax** \$11,039.68  


---

**TOTAL QUOTE:** \$133,702.79

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
1	121-0092	Service Cloud Enterprise Edition Start Date: 05/01/2023 End Date: 04/30/2024		\$1,694.12 OM	55	\$93,176.60
2	121-0130	Customer Community - Logins Start Date: 05/01/2023 End Date: 04/30/2024		\$9.43 OM	1001	\$9,439.43
3	121-0094	Knowledge Start Date: 05/01/2023 End Date: 04/30/2024		\$847.06 OM	2	\$1,694.12
4	121-0225	Heroku - 1 Dyno Unit Start Date: 05/01/2023 End Date: 04/30/2024		\$508.24 OM	5	\$2,541.20
5	205-0043	Live Agent Start Date: 05/01/2023 End Date: 04/30/2024		\$847.06 OM	12	\$10,164.72
6	121-0197	Data Storage (500 MB) (price is per org) Start Date: 05/01/2023 End Date: 04/30/2024		\$1,411.76 OM	4	\$5,647.04
<b>SUBTOTAL:</b>						\$122,663.11

**TOTAL PRICE:** \$122,663.11  
**WA Tax:** \$11,039.68  


---

**TOTAL QUOTE:** \$133,702.79

# GOVERNMENT PRICE QUOTATION



SALESFORCE.COM GOVERNMENT at CARAHSOFT



CARAHSOFT TECHNOLOGY CORP.  
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190  
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724  
www.carahsoft.com | sales@carahsoft.com

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
----------	----------	-------------	---	-------------	-----	----------------

**\*\*Carahsoft Quote #33972429 must be included on the PO\*\***

Any increase in subscription pricing (excluding support and resource-based Services) for the first renewal term will not exceed 5% over the then-current subscription pricing, provided that (a) Customer renews its entire then-current subscription volume under this Order Form combined with any associated add-on Order Forms, and (b) the first renewal term is the same duration as the Order Term of this Order Form or one year (whichever is longer). Thereafter, any increase in subscription and support pricing will be in accordance with SFDC's pricing and policies in effect at the time of the renewal or as otherwise agreed to by the parties.

**Heroku - 1 Dyno**

Each Heroku - 1 Dyno Unit (Per Month) subscription includes 750 Dyno hours per month. Customer understands that the above limitation is contractual in nature (i.e., this limitation is not enforced in the Services as a technical matter) and therefore agrees to strictly review its Users' use of such subscriptions and enforce such limitation. SFDC may review Customer's use of such subscriptions at any time through the Services. If in any calendar month, Customer exceeds its permitted number of Dyno hours, SFDC reserves the right to charge Customer list price for as many additional Heroku - 1 Dyno Unit (Per Month) needed to cover all Dyno hours consumed in excess of the permitted number of Dyno hours. Such additional fees will be charged to Customer monthly in arrears via the billing or payment method specified above. Customer must reference Quote number and Contract # on Purchase Order.

Should Customer purchase via Reseller all terms of Carahsoft Quote must be incorporated in Reseller quote and Customer Purchase Order to Reseller.

Any increase in subscription pricing (excluding support and resource-based Services) for the first renewal term will not exceed 5% over the then-current subscription pricing, provided that (a) Customer renews its entire then-current subscription volume under this Order Form combined with any associated add-on Order Forms, and (b) the first renewal term is the same duration as the Order Term of this Order Form or one year (whichever is longer). Thereafter, any increase in subscription and support pricing will be in accordance with SFDC's pricing and policies in effect at the time of the renewal or as otherwise agreed to by the parties

Licensee agrees that any order for Salesforce Services will be governed by the terms and conditions of the Carahsoft Salesforce Service Terms, copies of which are found at <https://carah.io/SFDC-TOU> and all Schedules and Documentation referenced by the Terms are made a part hereof. The parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Quotes) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Quotes (and their Contract Vehicle), (2) the TOU, and (3) the Documentation. Licensee acknowledges it has had the opportunity to review the Terms, prior to executing an order.

Product Terms Directory: <http://carah.io/Product-Terms-Directory>

Help & Training: <http://carah.io/Help>

Government Cloud Plus: <http://www.carahsoft.com/government-cloud-terms>

A list of currently available FedRAMP/IL4 Authorized Salesforce products can be found here:

[https://help.salesforce.com/articleView?id=000270080&language=en\\_US&type=1](https://help.salesforce.com/articleView?id=000270080&language=en_US&type=1)



< Business Lookup

**License Information:**

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

**Entity name:** CARAHSOFT TECHNOLOGY CORPORATION

**Business name:** CARAHSOFT CORPORATION

**Entity type:** Profit Corporation

**UBI #:** 603-053-226

**Business ID:** 001

**Location ID:** 0002

**Location:** Active

**Location address:** 113 TAZEWELL AVE  
CAPE CHARLES VA 23310-3129

**Mailing address:** 11493 SUNSET HILLS RD  
STE 100  
RESTON VA 20190-5230

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

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

**Endorsements**

Endorsements held at this locati	License #	Count	Details	Status	Expiration date	First issuance d
Spokane General Business - Non-Resident				Active	Oct-31-2023	Jun-26-2018

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

Governing people	Title
ABOD, CRAIG P	
MOORE, ROBERT	
SMITH, KRISTINA	
SZCZEPANEK, JILLIAN	

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 3/31/2023 2:04:51 PM



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How are we doing?

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**Check if your browser is supported**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/25/2023

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

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

<b>PRODUCER</b> Marsh & McLennan Agency LLC 5500 Cherokee Avenue, Suite 300 Alexandria VA 22312	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): 800-274-0268		<b>FAX (A/C. No):</b>	
	<b>E-MAIL ADDRESS:</b> certificates@MarshMMA.com			
<b>INSURER(S) AFFORDING COVERAGE</b>			<b>NAIC #</b>	
<b>INSURER A :</b> Lloyds Syndicate 2623/623			55555	
<b>INSURED</b> Carahsoft Technology Corp. FedResults, Inc. 11493 Sunset Hills Road Suite 100 Reston VA 20190	<b>INSURER B :</b> The Cincinnati Insurance Company			10677
	<b>INSURER C :</b>			
	<b>INSURER D :</b>			
	<b>INSURER E :</b>			
<b>INSURER F :</b>				

**COVERAGES**

CERTIFICATE NUMBER: 714071367

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		ENP0651059	4/19/2023	4/19/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		ENP0651059	4/19/2023	4/19/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ENP0651059	4/19/2023	4/19/2024	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Cyber & Professional Liability			W301BF210101	8/27/2022	8/27/2023	\$5,000,000 Occ/Agg	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 City of Spokane and its subsidiaries are Additional Insured with regard to General Liability ATIMA.

**CERTIFICATE HOLDER****CANCELLATION**

City of Spokane  
 808 W Spokane Falls Blvd  
 Spokane WA 99201

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

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THE HARTFORD  
BUSINESS SERVICE CENTER  
3600 WISEMAN BLVD  
SAN ANTONIO TX 78251

April 25, 2023

City of Spokane  
808 W SPOKANE FALLS BLVD  
SPOKANE WA 99201

**Account Information:**

<b>Policy Holder Details :</b>	<b>CARASOFT TECHNOLOGY CORP</b>
--------------------------------	---------------------------------



**Contact Us**

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**Need Help?**

Chat online or call us at  
(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/25/2023

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

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

<b>PRODUCER</b> AUTOMATIC DATA PROCESSING INS AGCY 76250717 71 HANOVER ROAD FLORHAM PARK NJ 07932	<b>CONTACT NAME:</b>	
	PHONE (800) 524-7024	FAX (A/C, No):
	(A/C, No, Ext):	
	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	INSURER A : Hartford Fire and Its P&C Affiliates	
<b>INSURED</b> CARASOFT TECHNOLOGY CORP 11493 SUNSET HILLS RD STE 100 RESTON VA 20190-5230	NAIC# 00914	
	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YY)	LIMITS	
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
							GENERAL AGGREGATE	
							PRODUCTS - COMP/OP AGG	
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident)	
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	<b>UMBRELLA LIAB EXCESS LIAB</b>						EACH OCCURRENCE	
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE  <input type="checkbox"/> DED RETENTION \$						AGGREGATE	
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	76 WEG ZJ6798	04/19/2023	04/19/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE -EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000

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

Those usual to the Insured's Operations.

**CERTIFICATE HOLDER**City of Spokane  
808 W SPOKANE FALLS BLVD  
SPOKANE WA 99201**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Susan S. Castaneda*

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

05/08/2023

<b>Date Rec'd</b>	4/26/2023
<b>Clerk's File #</b>	OPR 2023-0471
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	PUBLIC WORKS
<b>Contact Name/Phone</b>	CORIN MORSE 625-6855
<b>Contact E-Mail</b>	CMORSE@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	APPLICANT QUALIFICATION VERIFICATION SERVICES FOR UTILITY RELIEF

**Agenda Wording**

The RFP process and scoring resulted in a Notice of Intent to Award Contract in favor of SNAP. This is a request to approve the Contract for the City to begin assisting utility customers as of May, 2023.

**Summary (Background)**

The Public Works Division continues to work with customers who are delinquent on their City utility bills due to the pandemic. The City issued an RFP for agencies who would be willing to establish and manage a program to determine if customers meet qualifications for assistance by submitting applications to a 3rd part to qualify. Households must have income levels at or below 300% of Federal Poverty Guidelines (FPG) or 65% of current Area Median Income (AMI).

Lease? NO Grant related? NO Public Works? YES

**Fiscal Impact**

Expense \$ 352,000.00

Select \$

Select \$

Select \$

**Budget Account**

# 5200-30210-38141-54201-99999

#

#

#

**Approvals**

<b>Dept Head</b>	FEIST, MARLENE
<b>Division Director</b>	FEIST, MARLENE
<b>Finance</b>	ALBIN-MOORE, ANGELA
<b>Legal</b>	HARRINGTON, MARGARET
<b>For the Mayor</b>	SMITHSON, LYNDEN

**Council Notifications**

<b>Study Session\Other</b>	PIES 04/24/2023
<b>Council Sponsor</b>	Council Member Kinnear

**Distribution List**

mfeist@spokanecity.org

**Additional Approvals**

**Purchasing**


**MEMORANDUM OF UNDERSTANDING & AGREEMENT**

THIS MEMORANDUM OF UNDERSTANDING and AGREEMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as (“City”), and **SPOKANE NEIGHBORHOOD ACTION PROGRAM**, a 501(c)(3) non-profit corporation, whose address is 3102 W. Whistalks Way, Spokane, Washington 99224, as (“**SNAP**”).

WHEREAS, the Washington State Constitution Article 8, Section 7 permits “support of the poor or infirmed; and

WHEREAS, the City currently provides limited available financial assistance to low-income persons having difficulties paying their City utility bills through the Utility Bill Relief Program.

WHEREAS, the City, through its Utility Billing Office initiated a Request for Proposals (hereinafter “RFP”). The City sought out a Firm to establish and manage a program for applicant qualification verification services to provide transparent and fair utility bill cost relief to City customers. City utility customers will submit applications seeking COVID relief funds to mitigate past due utility bill amounts. The source for this relief funding is American Rescue Plan Act (ARPA) funds and City utilities funds. The available funds for this program for distribution to qualifying utilities customers is \$1,600,000.00 and is intended to assist City low-income household utility customers to achieve stability with past due balances. The program may be continued and expanded for additional relief assistance programs if a need is determined by the City.

WHEREAS, Spokane Neighborhood Action Program (SNAP) currently operates the Project Share Program for energy bill assistance and has the desire, experience, and capability to assist the City in this partnership endeavor;

-- Now, Therefore,

The Parties hereby agree as follows:

1. RESPONSIBILITIES OF SNAP. SNAP will qualify and confirm low-income households to identify recipients of the City’s Utility Bill Relief Fund as follows:
  - a. Conduct eligibility assessment for all clients identifying as a City of Spokane utilities customer needing assistance pursuant to the CRITERIA.
  - b. Review intake forms and application for criteria eligibility.
  - c. Confirm all necessary supporting documentation for applications.
  - d. Verify that applicants and potential applicants meet criteria and qualify as a low-income household as defined in Section 3, Criteria.
  - e. Ensure consistent and timely communication and coordination with City staff.
  - f. Submit an intake list of approved applicants to the City within two (2) weeks from application submittal.

- g. Once customer is approved for Utility Bill Relief assistance, contact the City utility billing section via electronic listing of customer(s) approved for assistance.
- h. Vendor Report of names, amounts, and approvals to/from SNAP.
- i. Create and provide additional reports as requested.
- j. Provide the City on a monthly basis regular data on number of applicants, awards given, and total amount awarded.
- k. Provide an invoice based on the total awards granted during the prior full month period.
- l. Maintain the confidentiality of financial and other personal information provided by customers.

2. RESPONSIBILITIES OF THE CITY.

- a. Provide Utility Bill Relief customer eligibility requirements in the form of Program Guidelines.
- b. Make adjustment on approved customer accounts upon receipt of verification list from SNAP.
- c. Confirm and verify recipient is City utility customer and services received, i.e. water, sewer, and/or solid waste service.
- d. Maintain the Utility Bill Relief Funds in a separate account within the City Utility Billing Office.
- e. City contributions toward the program will be impacted by funds available in the Utility Bill Relief program. The City will advise SNAP on the availability of funds for the program, based on weekly award data.

3. INCOME.

Verify that applicants and potential applicants meet criteria including the household must have income level at or below 300% of current Federal Poverty Guidelines (FPG) as is determined by the U.S. Department of Health and Human Services, or 65% of current Area Median Income (AMI) as is determined by the U.S. Census Bureau.

4. CRITERIA.

- a. All qualifying applicants of Utility Bill Relief Funds must be a City of Spokane residential Utility customer. Award is limited to City utilities services only.
- b. The credit shall apply only to utility charges for services to a residence.

- c. The applicant may be a property owner or renter, current or former that incurred a past due balance of greater than thirty (30) days for a specific City of Spokane residential service location where utilities services were provided.
  - d. The balance must be at least thirty (30) days past due to qualify.
  - e. The maximum award per service location is to be reviewed for approval by the City if to exceed \$3,000.00, exceptions must be approved by the City.
  - f. Award will be a credit on the City utility bill against charges incurred.
4. TERM. This Memorandum and Agreement shall begin on May 1, 2023, and shall end April 30, 2026. The Parties, by mutual written agreement, may extend this Memorandum and Agreement for two (2) additional one year contract periods not to exceed five (5) years.
5. COMPENSATION. The City agrees to compensate SNAP an amount equal to 22% of the awards provided to City utility customers.
6. TERMINATION. Either party may terminate this memorandum, with or without cause, by sixty (60) days' written notice to the other party.
7. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations.
8. INDEPENDENT CONTRACTOR. The parties intend that an independent contractor – employer relationship will be created by this agreement.
9. INDEMNIFICATION.
- a. SNAP shall indemnify and hold harmless the City, its officers and employees, from and against all claims for damages, liability, cost and expense arising out of the negligent conduct of SNAP's performance of this memorandum, except to the extent of those claims arising from the negligence of the City, its officers and employees.
  - b. The City shall indemnify and hold harmless SNAP, its officers and employees, from and against all claims for damages, liability, cost and expense arising out of the negligent conduct of the City's performance of this memorandum, except to the extent of those claims arising from the negligence of SNAP, its officers and employees.
10. INSURANCE. During the term of the memorandum, SNAP shall maintain in force at its own expense, the following types and amounts of insurance:
- 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;
  - 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
  - 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 owned, hired or non-owned vehicles.

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 SNAP or its insurer(s) to the City. As evidence of the insurance coverage's required by this memorandum, SNAP shall furnish an acceptable insurance certificate to the City at the time SNAP returns the signed memorandum.

11. 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 memorandum because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

12. 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 memorandum shall have or acquire any interest in the memorandum, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this memorandum.

13. AUDIT / RECORDS. SNAP shall maintain for a minimum of three (3) years following the term of this memorandum all records related to its performance of the memorandum. SNAP shall provide access to authorized City representatives at reasonable times and in a reasonable manner to inspect and copy any such record.

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

**CITY OF SPOKANE**

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

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

Attest:

Approved as to form:

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

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

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

**SNAP**

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

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

City of Spokane Business License No.  
\_\_\_\_\_

Email Address, if available:  
\_\_\_\_\_

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainable Development

<b>Submitting Department</b>	Public Works and Utilities
<b>Contact Name &amp; Phone</b>	Marlene Feist, (509) 625-6505
<b>Contact Email</b>	mfeist@spokanecity.org
<b>Council Sponsor(s)</b>	Council Member Kinnear
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 5 Minutes
<b>Agenda Item Name</b>	Applicant Qualification Verification Services for Utility Relief
<b>Summary (Background)</b>	<p>The Public Works Division is continuing to work with customers who are delinquent on their City utility bills due to the pandemic. Our next step is to work with customers who may qualify for assistance, but who we were unable to identify through our own data.</p> <p>The City issued an RFP for agencies who would be willing to establish and manage a program to determine if customers meet qualifications for assistance. City utility customers will be able to submit applications seeking COVID relief funds to mitigate past due utility bill amounts.</p> <p>The vendor will use the requirements for assistance that are outlined in the ARPA guidance; households must have income levels at or below 300% of the current Federal Poverty Guidelines (FPG) as determined by the US Department of Health and Human Services or 65% of current Area Median Income (AMI) as determined by the US Census Bureau.</p> <p>The contract will be for the administrative costs of operating the program and will depend on the vendor selected and the amount distributed to qualifying customers. Funding available to help customers is in an amount of up to \$1.6 million, including both ARPA and City utility funds. The City's utilities will pay for the administrative costs.</p> <p>The City's goals with this work include to:</p> <ul style="list-style-type: none"> <li>• Reduce the number of households facing housing insecurity due to accumulated bills.</li> <li>• Reduce the number of households sent to collections for past-due bills.</li> <li>• Reduce the number of households facing water utility shutoffs.</li> <li>• Reduce the negative health impacts of prolonged stress due to negative pandemic impacts.</li> </ul>
<b>Proposed Council Action &amp; Date:</b>	Contract Approval, May 2023
<b>Fiscal Impact:</b> Total Cost: <u>TBD</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

Funding Source       One-time       Recurring

Specify funding source:

Expense Occurrence       One-time       Recurring

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

**Operations Impacts**

What impacts would the proposal have on historically excluded communities?

Utility Bill assistance will be available based on ARPA guidance.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

All customers who receive assistance will meet income-level need as defined by ARPA guidance.

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Ongoing review of delinquencies.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This work is consistent with efforts to provide COVID emergency support for Spokane Citizens and Utility Customers.



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

05/08/2023

<b>Date Rec'd</b>	4/25/2023
<b>Clerk's File #</b>	OPR 2023-0078
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	ACCOUNTING
<b>Contact Name/Phone</b>	MICHELLE MURRAY 625-6320
<b>Contact E-Mail</b>	MMURRAY@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	5600-ACCOUNTING-SMALL BUSINESS ASSISTANCE AWARDS ROUND 1 EXTENSION

**Agenda Wording**

Approve award recommendations for small business assistance.

**Summary (Background)**

On November 22, 2022 the City issued a Notice of Funding for availability of \$2,500,000 in round 1. Applications closed on December 21, 2022 and a total of \$1,351,327.17 was awarded to 38 local small business. The application was then extended to allow parameters of increased expenses during COVID. The extension of Round 1 resulted in 28 organizations being conditionally awarded in the amount of \$710,479.43 for a total of \$2,061,806.6 being awarded in Round 1.

Lease? NO	Grant related? NO	Public Works? NO
<b>Fiscal Impact</b>		<b>Budget Account</b>
Select	\$	#
Select	\$	#
Select	\$	#
Select	\$	#

<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	MURRAY, MICHELLE	<b>Study Session\Other</b>	F&A Committee 4/17/2023
<b>Division Director</b>	WALLACE, TONYA	<b>Council Sponsor</b>	CM Stratton & CM Wilkerson
<b>Finance</b>	MURRAY, MICHELLE	<b>Distribution List</b>	
<b>Legal</b>	PICCOLO, MIKE		
<b>For the Mayor</b>	KIRK, JESSICA		
<b>Additional Approvals</b>			
<b>Purchasing</b>			



## Committee Agenda Sheet

### Finance & Administration Committee

<b>Submitting Department</b>	Accounting
<b>Contact Name</b>	Michelle Murray
<b>Contact Email &amp; Phone</b>	mmurray@spokanecity.org
<b>Council Sponsor(s)</b>	CM Stratton & CM Wilkerson
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 5
<b>Agenda Item Name</b>	Small Business Assistance Awards Round 1 Extension
<b>Summary (Background)</b>	On August 8, 2022 City Council approved Tranche 3 of the ARPA Allocation that allocated \$5,000,000 to small business entities inside the City limits. On November 22, 2022 the City issued a Notice of Funding for availability of \$2,500,000 in round 1. Applications closed on December 21, 2022 and a total of \$1,351,327.17 was awarded to 38 local small business. The application was then extended to allow parameters of increased expenses during COVID. The extension of Round 1 resulted in 28 organizations being conditionally awarded in the amount of \$710,479.43 for a total of \$2,061,806.6 being awarded in Round 1. The ARPA Accounting team would like to finalize the recommendations for these awards and receive funding as listed.
<b>Proposed Council Action</b>	Approve award recommendations
<b>Fiscal Impact</b> Total Cost: <u>\$710,479.43</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: American Rescue Plan Act  Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities? Local small businesses would further struggle in their recovery from the COVID pandemic.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? n/a	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? n/a	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Aiding small business in recovering from COVID 19.	

# ARPA

## Assistance to Small Business

### Extension to Round 1

- Total Applications Completed: 48
- ARPA Funds Requested: \$1,712,764.21
- ARPA Funds *Conditionally* Awarded: \$710,479.43
- Total Awarded: 28
- Applications Rejected: 21
  - No revenue loss or Increased Exp: 12
  - Opened 2020: 3
  - Avg revenue over 1m: 3
  - Nonprofit applied: 1

### Application Changes

- Applicants could apply based on Increased Expenses and/or Revenue loss.
- Revenue loss calculated by using the organizations pre pandemic efficiency ratio average (2018/2019) and applying that to 2020/2021 financial numbers. (Efficiency ratio is calculated by taking reported expenses and COGS divided by Revenue.)
- This metric was used because expenses, as a percentage of revenues, should stay relatively consistent. If there are increased expenses that are attributable to the pandemic, the revenue would not increase accordingly.

March 20<sup>th</sup> 2023

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ARPA Coordinator: Caleb Stanton



## Awarded Organizations

#	Case #	Organization	Approved Amount
1	30400	BIBO LEE, INC	\$45,000.00
2	30461	Spokane Realtor Pro LLC	\$45,000.00
3	30451	TMR TRUCKING llc	\$45,000.00
4	30380	P & M Pies Inc	\$2,272.50
5	30201	Happy Trails to Brews LLC	\$8,848.21
6	30251	Tajargon USA LLC	\$2,891.24
7	30311	Infinity Fitness Inc	\$29,156.33
8	30482	HOLLY'S NAILS LLC	\$45,000.00
9	30421	Averson Creative LLC	\$39,889.57
10	30240	Mountain Lakes Brewing Company, LLC	\$41,856.80
11	30297	TAQUERIA FIESTA BRAVA, LLC	\$45,000.00
12	30468	THE LEARNING PROJECT NETWORK LLC	\$354.62
13	30406	Local Legendz llc	\$25,300.00
14	30501	RT Consulting & Accounting, LLC	\$9,548.38
15	30505	I Want a Cat Right Meow LLC	\$3,841.00
16	30330	Garland Resale Boutique	\$36,681.00
17	30488	Top Nails	\$35,227.00
18	30427	Electrical Service Products, Inc	\$9,920.52
19	30517	ACADEMY DIRECTOR	\$11,783.00
20	30357	KINJA JAPANESE RESTAURANT	\$5,322.38
21	30412	D-Mac Construction LLC	\$44,882.82
22	30278	AT PARR OUTPATIENT SERVICES, llc	\$21,786.19
23	30259	THE CREATIVE CATCH LLC	\$8,387.00
24	30528	Treatment LLC	\$45,000.00
25	30526	Fellow Coworking LLC	\$5,433.52
26	30516	tmr construction LLC	\$7,097.35
27	30529	Pro Nails Spa and Waxing	\$45,000.00
28	30525	REGAL NAILS LLC	\$45,000.00

**\$710,479.43**

Grand Total

***\*11 Organizations denied in round 1 that were awarded in the Extension.***

***\*4 Organizations denied in round 1 and Extension.***

# ARPA

## Assistance to Small Business

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- This metric was used because expenses, as a percentage of revenues, should stay relatively consistent. If there are increased expenses that are attributable to the pandemic, the revenue would not increase accordingly.

March 20<sup>th</sup> 2023

---

ARPA Coordinator: Caleb Stanton



## Awarded Organizations

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28	30525	REGAL NAILS LLC	\$45,000.00

**\$710,479.43**

Grand Total

***\*11 Organizations denied in round 1 that were awarded in the Extension.***

***\*4 Organizations denied in round 1 and Extension.***



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

05/08/2023

<b>Date Rec'd</b>	4/19/2023
<b>Clerk's File #</b>	OPR 2023-0472
<b>Renews #</b>	
<b>Cross Ref #</b>	OPR 2021-0784
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	N/A

<b>Submitting Dept</b>	FACILITIES MANAGEMENT
<b>Contact Name/Phone</b>	DAVE STEELE 625-6064
<b>Contact E-Mail</b>	DSTEELE@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	5900 NEW UTILITY ACCESS/UTILITY EASEMENT AGREEMENT WITH AMERICAN TOWER

**Agenda Wording**

A new access agreement allowing for the continuation of access to an existing cell tower near Dwight Merkel Sports Complex.

**Summary (Background)**

The Facilities Department has negotiated a new access agreement allowing for the continuation of access to an existing cell tower near the Dwight Merkel Sports Complex. This agreement takes advantage of the existing driveway alignment to facilitate American Tower's needs and provide a simple access easement to the existing tower. Parcel 26344.0020 and parcel 26341.0018.

Lease? YES Grant related? NO Public Works? NO

**Fiscal Impact**

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

**Budget Account**

**Approvals**

<b>Dept Head</b>	TEAL, JEFFREY
<b>Division Director</b>	WALLACE, TONYA
<b>Finance</b>	BUSTOS, KIM
<b>Legal</b>	PICCOLO, MIKE
<b>For the Mayor</b>	SMITHSON, LYNDEN

**Council Notifications**

<b>Study Session\Other</b>	UE April 10, 2023
<b>Council Sponsor</b>	CM Stratton
<b>Distribution List</b>	dstele@spokanecity.org
	klong@spokanecity.org
	kbustos@spokanecity.org

**Additional Approvals**

<b>Purchasing</b>	
<b>ACCOUNTING - LEASE</b>	BAIRD, CHRISTI

## Committee Agenda Sheet

### Urban Experience Committee

<b>Submitting Department</b>	Facilities
<b>Contact Name</b>	Dave Steele
<b>Contact Email &amp; Phone</b>	509-625-6064
<b>Council Sponsor(s)</b>	Stratton
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	New Utility Access / Utility Easement Agreement American Tower
<b>Summary (Background)</b>  *Use the Fiscal Impact box below for relevant financial information	The Facilities Department has negotiated a new access agreement allowing for the continuation of access to an existing cell tower near the Dwight Merkel Sports Complex. This agreement takes advantage of the existing driveway alignment to facilitate American Towers needs and provide a simple access easement to the existing tower.
<b>Proposed Council Action</b>	Approval of Easement
<b>Fiscal Impact</b> Total Cost: <u>\$NA</u> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: <a href="#">Click or tap here to enter text.</a>  Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.) NA	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities?  <p style="text-align: center;">NA – This easement language provides a new access route to an existing cell tower, not creating or reducing any opportunities</p>	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?  <p style="text-align: center;">NA – This easement language provides a new access route to an existing cell tower, not creating or reducing any opportunities</p>	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	

NA – This easement language provides a new access route to an existing cell tower, not creating or reducing any opportunities

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

NA – This easement language provides a new access route to an existing cell tower, not creating or reducing any opportunities



**Prepared by and Return to:**  
Attorney Emily Lacy, Land Management  
c/o American Tower  
10 Presidential Way  
Woburn, MA 01801  
Site No: 83091  
Site Name: VETERAN'S HOSPITAL

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(Recorder's Use Above this Line)

OPR 2023-0472

**STATE OF WASHINGTON**

**Tax Parcel ID No:** 26344.0020 and 26341.0018

**COUNTY OF SPOKANE**

**INGRESS, EGRESS AND UTILITY EASEMENT AGREEMENT**

This INGRESS, EGRESS AND UTILITY EASEMENT AGREEMENT (this "**Agreement**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **City of Spokane**, a municipal corporation of the State of Washington ("**Grantor**") and **Cellco Partnership d/b/a Verizon Wireless** ("**Grantee**") (Grantor and Grantee being collectively referred to herein as the "**Parties**").

**RECITALS**

**WHEREAS**, Grantor is the owner of that certain real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

**WHEREAS**, Grantee owns, operates or otherwise manages a communications facility on land adjacent to the Parent Parcel (the "**Tower Parcel**"); and

**WHEREAS**, Grantor desires to convey to Grantee, and Grantee desires to accept from Grantor an easement for ingress, egress and utilities in, on, over and through that portion of the Parent Parcel more particularly described on **Exhibit B** attached hereto and by this reference made a part hereof (the "**Easement Area**") for the scope and purposes set forth below; and

**WHEREAS**, Grantee and/or its parent, affiliates, subsidiaries and other parties identified therein, entered into a sublease agreement with **American Tower Delaware Corporation**, a Delaware corporation and/or its parents, affiliates and subsidiaries ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the communications facility on the Tower Parcel, all as more particularly described therein; and

ATC Site No: 83091  
PV Code 494 / VzW Contract No: 12415  
Site Name: VETERAN'S HOSPITAL

**WHEREAS**, Grantee has granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA; and

**NOW, THEREFORE**, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Easement.** Grantor, for itself and its heirs, personal representatives, successors and assigns, hereby grants, bargains, sells, transfers and conveys to Grantee, its successors and/or assigns, a non-exclusive easement (the "**Easement**") in, on, over and through the Easement Area for the purposes set forth herein and shall expressly include that portion of the Parent Parcel upon which any of Grantee's fixtures, structures, equipment or other personal property are located, if any, as of the Effective Date. Grantor hereby acknowledges and agrees that Grantee shall have the right, at Grantee's sole cost and expense, exercisable by Grantee at any time during the Term (as defined below), to replace, in whole or in part, the description(s) of the Easement Area set forth on **Exhibit B** with a legal description or legal descriptions based upon an as-built survey.
2. **Duration.** The duration of this Agreement and the Easement granted herein (the "**Term**") shall commence as of October 1, 2021 and shall be in effect for a period of **twenty (20)** years unless Grantee provides written, recordable notice of Grantee's intent to terminate this Agreement and the Easement herein, in which event this Agreement, the Easement, and all obligations of the Parties hereunder shall terminate upon Grantee's recordation of any such notice.
3. **Use of Easement Area.** The Easement shall be used by Grantee and any of its affiliates, customers, tenants, subtenants, lessees, licensees, successors, and/or assigns together with any of the employees, contractors, consultants, and/or agents of the foregoing (collectively, the "**Permitted Parties**") (i) for pedestrian and vehicular (including, without limitation, trucks and other construction vehicles and equipment) ingress and egress to and from the Tower Parcel at all times during the Term on a seven (7) days a week, twenty-four (24) hours per day basis and (ii) to construct, reconstruct, add, install, improve, enlarge, operate, maintain, repair, and remove overhead and underground utilities, including, without limitation, electric, water, gas, sewer, telephone, fiber and data transmission lines (including wires, poles, guys, cables, conduits and appurtenant equipment) in, on, or under the Easement Area in order to connect the same to utility lines and other related infrastructure and improvements located in a publicly dedicated right of way. Each of the Parties agrees to repair promptly any damage to the Easement Area caused by or resulting from the use of the Easement Area by it or its affiliates, customers, tenants, subtenants, lessees, licensees, and contractors, together with any of the employees, contractors, consultants, and/or agents of the foregoing. Grantor and its affiliates, customers, tenants, subtenants, lessees, licensees, successors, and/or assigns, together with any of the employees, contractors, consultants, and/or agents of the foregoing, shall not take any action, or fail to take any action, which shall interfere with, disturb, impede, limit, compromise, and/or diminish use of the Easement by Grantee or any of the other Permitted Parties as provided in this Agreement.
4. **Consideration.** Grantor hereby acknowledges the receipt, contemporaneously with the execution hereof, of all consideration due hereunder. Accordingly, no additional consideration shall be due during the Term.

5. **Assignment.** Grantee may assign this Agreement, in whole or in part, to any person or entity at any time without the prior written consent of Grantor, which assignment will be effective upon providing notice of such assignment or transfer to Grantor.
6. **Binding Effect.** The rights, covenants and agreement contained herein shall run with the land and shall bind and benefit the Parties hereto and their respective transferees, successors, assigns and any person claiming by, through or under either party to this Agreement.
7. **Miscellaneous.** This Agreement shall be recorded at the sole expense of Grantee and shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Parent Parcel is situated, without regard to the conflicts of laws provisions of such State or Commonwealth. The captions and headings herein are for convenience and shall not be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions, scope or intent of this Agreement. This Agreement and any other documents executed in connection herewith, constitute the entire understanding between the Parties with regard to the subject matter hereof and there are no representations, inducements, conditions, or other provisions other than those expressly set forth herein. This Agreement may not be modified, amended, altered or changed in any respect except by written agreement that is signed by each of the Parties hereto.
8. **Execution in Counterparts.** This Agreement may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though Grantor and Grantee are not signatories to the original or the same counterpart.
9. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Grantor at: CITY OF SPOKANE, City Hall, Fourth Floor, 808 W. Spokane Falls Blvd., Spokane, WA 99201; to Grantee at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801; and also with copy to: Attn.: Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

[END OF DOCUMENT – SIGNATURE PAGES AND EXHIBITS TO FOLLOW]

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement under seal as of the day and year set forth below.

**GRANTOR:**

**WITNESSES:**

**City of Spokane**

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

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

Its: \_\_\_\_\_

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

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

Print Name: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

**Acknowledgment**

**GRANTOR**

State/Commonwealth of \_\_\_\_\_ )

) ss:

County of \_\_\_\_\_ )

On this the \_\_\_\_ day of \_\_\_\_\_ 202\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

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

Notary Public

My Commission Expires: \_\_\_\_\_

{Seal}

**GRANTEE:**

**WITNESSES:**

**Cellco Partnership d/b/a Verizon Wireless**

**By: American Tower Delaware Corporation,**

a Delaware corporation

Title: Attorney-in-Fact

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

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

Its: \_\_\_\_\_

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

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

Print Name: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

**Acknowledgement**

Commonwealth of Massachusetts

County of Middlesex

On this the \_\_\_\_ day of \_\_\_\_\_ 202\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_

Notary Public

My Commission Expires: \_\_\_\_\_

{Seal}

**Attachments:**

Exhibit "A" – Parent Parcel

Exhibit "B" – Easement Area

**EXHIBIT A**

**PARENT PARCEL**

*Grantee shall have the right to replace this Exhibit A with a description obtained from the vesting deed (or deeds) into Grantor that include the land area encompassed by the Easement Area*

The Parent Parcel consists of the entire legal taxable lot owned by Grantor as described in a deed (or deeds) to Grantor of which the Easement Area is a part thereof with such Parent Parcel being described below:

Being situated in the County of Spokane, State of Washington, and being known as

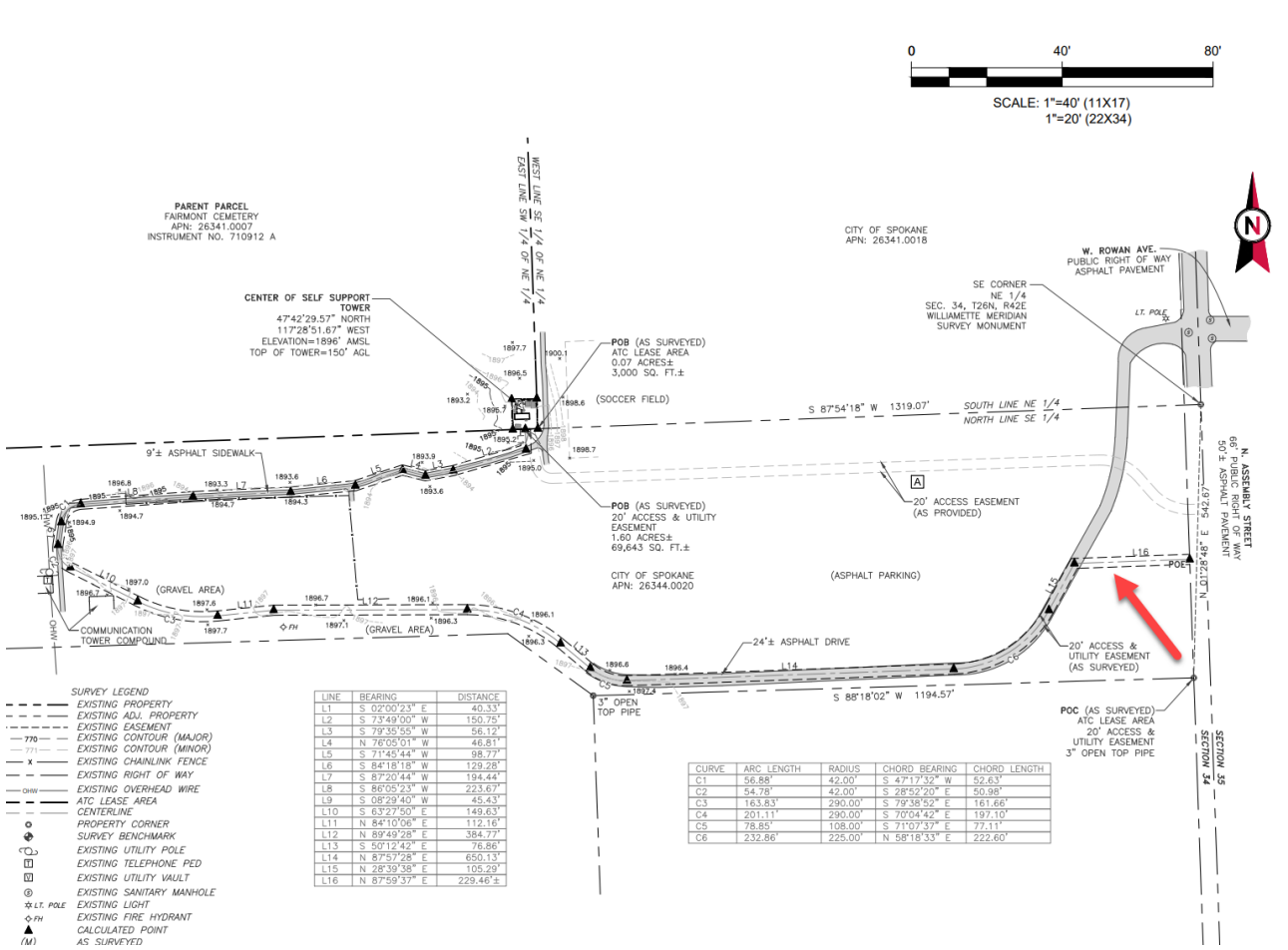
Spokane County APN: 26344.0020 and 26341.0018

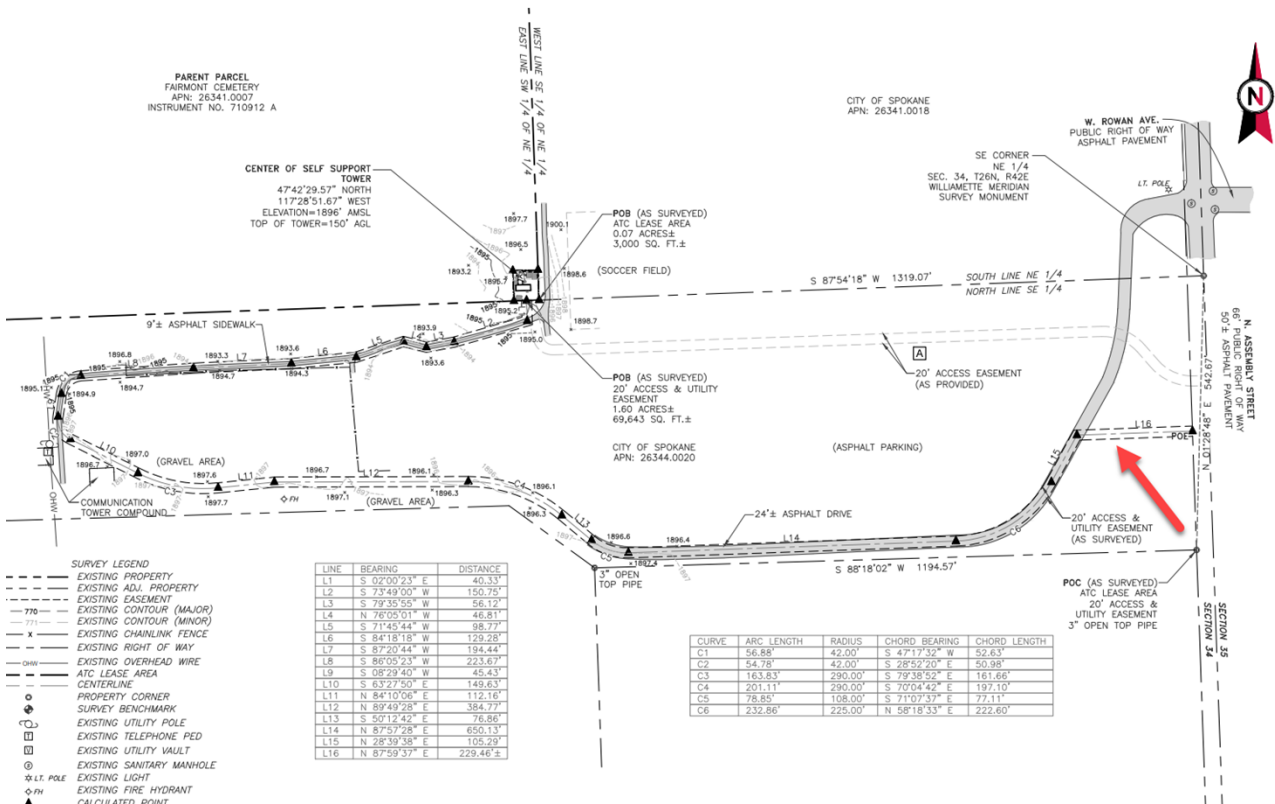
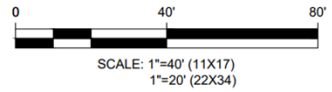
**EXHIBIT B**

**EASEMENT AREA**

Grantee shall have the right to replace this Exhibit B descriptions and/or depictions from an as-built survey conducted by Grantee, at Grantee's sole cost and expense, that depict and/or describe the Easement Area

The Easement Area consists of that portion of the Parent Parcel utilized by Grantee or the Permitted Parties for ingress, egress and utility purposes from the Tower Parcel to a public right of way.





- SURVEY LEGEND**
- EXISTING PROPERTY
  - EXISTING ADJ. PROPERTY
  - - - EXISTING EASEMENT
  - - - EXISTING CONTOUR (MAJOR)
  - - - EXISTING CONTOUR (MINOR)
  - x --- EXISTING CHAINLINK FENCE
  - EXISTING RIGHT OF WAY
  - EXISTING OVERHEAD WIRE
  - ATC LEASE AREA
  - CENTERLINE
  - PROPERTY CORNER
  - ⊙ SURVEY BENCHMARK
  - ⊕ EXISTING UTILITY POLE
  - ⊕ EXISTING TELEPHONE PED
  - ⊕ EXISTING UTILITY VAULT
  - ⊕ EXISTING SANITARY MANHOLE
  - ⊕ LT. POLE EXISTING LIGHT
  - ⊕ EXISTING FIRE HYDRANT
  - ▲ CALCULATED POINT (AS SURVEYED)

LINE	BEARING	DISTANCE
L1	S 02°00'23" E	40.33'
L2	S 73°49'00" W	150.75'
L3	S 79°35'55" W	56.12'
L4	N 76°05'01" W	46.81'
L5	S 71°45'44" W	98.77'
L6	S 84°18'18" W	129.28'
L7	S 87°20'44" W	194.44'
L8	S 86°05'23" W	223.67'
L9	S 09°29'40" W	45.43'
L10	S 63°27'50" E	149.63'
L11	N 84°10'06" E	112.16'
L12	N 89°49'28" E	384.77'
L13	S 50°12'42" E	76.86'
L14	N 87°57'28" E	650.13'
L15	N 28°39'58" E	105.29'
L16	N 87°59'57" E	229.46 ±'

CURVE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	56.88'	42.00'	S 47°17'32" W	52.63'
C2	54.78'	42.00'	S 28°52'20" E	50.98'
C3	163.83'	290.00'	S 79°38'52" E	161.66'
C4	201.11'	290.00'	S 70°04'42" E	197.10'
C5	78.85'	108.00'	S 71°07'37" E	77.11'
C6	232.86'	225.00'	N 88°18'33" E	222.60'



ATC Site No: 83091  
 PV Code 494 / VzW Contract No: 12415  
 Site Name: VETERAN'S HOSPITAL



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

05/08/2023

**Date Rec'd**

4/25/2023

**Clerk's File #**

ORD C36381

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

HOUSING &amp; HUMAN SERVICES

**Cross Ref #****Contact Name/Phone**

KIM MCCOLLIM 625-6443

**Project #****Contact E-Mail**

KMCOLLIM@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Special Budget Ordinance

**Requisition #****Agenda Item Name**

0450-SBO-TRAC CAPITAL IMPROVEMENT OF RESTROOMS AND SHOWERS

**Agenda Wording**

Approve SBO to begin TRAC improvements as quickly as possible to save monthly operational costs of \$80,000-\$90,000 per month.

**Summary (Background)**

A capital investment of an estimated \$1.45 million to construct permanent restroom and shower facilities, could reduce the future annual operating costs of TRAC (230 beds/120 winter surge) by nearly \$1 million. That would equate to a full return on investment in less than two years. Funding sources suggested for the capital investment include up to \$1 million from REET 2 and \$450,000 (\$200,000 for construction and a 25% contingency of \$250,000 to cover unanticipated costs) from ARPA.

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact****Budget Account**

Expense \$ \$1,000,000

# 1610-48400-97185-80101

Revenue \$ \$1,000,000

# 5904-71300-99999-39734

Expense \$ \$1,000,000

# 5904-71300-94000-56203

Select \$

#

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

MCCOLLIM, KIMBERLEY

**Study Session\Other**PIES Committee  
4/24/2023**Division Director**

MCCOLLIM, KIMBERLEY

**Council Sponsor**CM's Stratton and  
Kinnear**Finance**

MURRAY, MICHELLE

**Distribution List****Legal**

PICCOLO, MIKE

**For the Mayor**

KIRK, JESSICA

**Additional Approvals****Purchasing****MANAGEMENT & BUDGET**

STRATTON, JESSICA

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Submitting Department</b>	Public Infrastructure Environment and Sustainability Committee
<b>Contact Name</b>	Kimberley McCollim/Eric Finch
<b>Contact Email &amp; Phone</b>	Kmccollim@spokanecity.org/efinch@spokanecity.org
<b>Council Sponsor(s)</b>	Council Member Karen Stratton
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested: 10
<b>Agenda Item Name</b>	TRAC Capital Improvement of Restrooms and Showers
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	TRAC Shelter Improvement- A capital investment of an estimated \$1.45 million to construct permanent restroom and shower facilities, could reduce the future annual operating costs of TRAC (230 beds/120 winter surge) by nearly \$1 million. That would equate to a full return on investment in less than two years. Funding sources suggested for the capital investment include up to \$1 million from REET 2 and \$500,000 (\$200,000 for construction and a 25% contingency of \$250,000 to cover unanticipated costs) from ARPA.”
<b>Proposed Council Action</b>	Approve SBO(s) to begin TRAC improvements as quickly as possible to save monthly operational costs of \$80,000-\$90,000 per month.
<b>Fiscal Impact</b>	
Total Cost: <u>Estimated 1.45 million</u>	
Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Specify funding source: REET 2 and ARPA	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities? No negative impact: Provides indoor restrooms and showers for unhoused individuals who are being sheltered at TRAC thereby increasing equity of meeting basic needs.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? NA – The remodel of TRAC will not require data collection, but the return on the investment will be shown in the reduction of costs presently occurring for portable bathroom and showers.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Through TRAC billing invoices, over the next two years, the addition of indoor bathrooms and showers will show an overall reduction of costs.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? <i>Capital Strategy</i> – A capital investment of an estimated \$1.45 million to construct permanent restroom facilities, as opposed to rental units, could reduce the future annual operating costs of TRAC (230 beds/120 winter surge) by nearly \$1 million. That would equate to a full return on investment in less than two years.	

ORDINANCE NO C36381

An ordinance amending Ordinance No. C36345, passed by the City Council December 12, 2022, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2023, making appropriations in the various funds of the City of Spokane government for the year ending December 31, 2023, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2023 budget Ordinance No. C36345, as above entitled, and which passed the City Council December 12, 2022, it is necessary to make changes in the appropriations of the Real Estate Excise Tax Fund & the Capital Facilities Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

Section 1. That in the budget of the Real Estate Excise Tax Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase appropriation by \$1,000,000.
- A) Of the increased appropriation, \$1,000,000 is provided solely as an operating transfer-out to the Capital Facilities Fund.

Section 2. That in the budget of the Capital Facilities Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase revenue by \$1,000,000.
- A) Of the increased revenue, \$1,000,000 is provided solely as an operating transfer-in from the Real Estate Excise Tax Fund.
- 2) Increase appropriation by \$1,000,000.
- A) Of the increased appropriation, \$1,000,000 is provided solely for capital expenditures related to the permanent construction of restroom and shower facilities at TRAC.

Section 3. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to make capital improvements at TRAC for eventual cost savings, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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Effective Date

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

05/08/2023

<b>Date Rec'd</b>	4/24/2023
<b>Clerk's File #</b>	RES 2022-0035
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	STREETS
<b>Contact Name/Phone</b>	CLINT HARRIS 625-7744
<b>Contact E-Mail</b>	CEHARRIS@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Resolutions
<b>Agenda Item Name</b>	1100 - PARKS SPEED ZONE CHANGE

**Agenda Wording**

A proposed resolution reducing the speed limit on certain arterials to a seasonal Playground 20 miles per hour (mph), as identified in the attached Exhibit A.

**Summary (Background)**

This returns these arterials to their condition prior to a pandemic-related alteration of speed zone standards.

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

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

<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	HARRIS, CLINT E.	<b>Study Session\Other</b>	PIES 4/24/23
<b>Division Director</b>	FEIST, MARLENE	<b>Council Sponsor</b>	Kinnear, Bingle
<b>Finance</b>	ORLOB, KIMBERLY	<b>Distribution List</b>	
<b>Legal</b>	SCHOEDEL, ELIZABETH	ceharris@spokanecity.org	
<b>For the Mayor</b>	KIRK, JESSICA	jwthomas@spokanecity.org	
<b>Additional Approvals</b>		meveland@spokanecity.org	
<b>Purchasing</b>		rlynch@spokanecity.org	
		gokihara@spokanecity.org	

## RESOLUTION NO. 2023-0035

A resolution reducing the speed limit on certain arterials to a seasonal Playground 20 miles per hour (mph), as identified in the attached Exhibit A.

**WHEREAS**, the Spokane City Council from time to time may modify speed limits to better reflect changing traffic conditions and roadway characteristics; and,

**WHEREAS**, the Spokane City Council adopted Spokane Municipal Code Section 16A.02.010 that adopts by reference WAC 308-330-270 which, in pertinent part, provides that the maximum speed limits for streets can be established by resolution pursuant to RCW 46.61.415; and,

**WHEREAS**, the Spokane City Council has authority under WAC 308-330-270 to reduce/ increase speed limits, provided that such alteration shall be made on the basis of an engineering and traffic investigation, be reasonable and safe, and in the interest of the health, safety, and welfare of the citizens of this City; and,

**WHEREAS**, activities at certain City parks attract a high volume of pedestrian traffic during summer months.

**NOW, THEREFORE, BE IT RESOLVED BY THE SPOKANE CITY COUNCIL**, that we hereby establish reduced speed limits on certain arterials to a Seasonal Playground 20 miles per hour (mph), as identified in the attached Exhibit A; and,

**BE IT FURTHER RESOLVED** that the Spokane City Council approves and adopts the "Seasonal Playground Zone Speed Limit Schedule" attached to this Resolution and identified as Exhibit A; and

**BE IT FURTHER RESOLVED** that the Spokane City Council hereby repeals in its entirety any such previous adoption reducing/changing speed limits in areas in and around parks and playgrounds within the City of Spokane which are inconsistent with those set forth in Exhibit A; and

**BE IT FURTHER RESOLVED** by the Spokane City Council that Exhibit A may be amended in the future by further Resolution of the City Council of Spokane as is determined by the Spokane City/Traffic Engineer or as may otherwise be required; and

**BE IT FURTHER RESOLVED** by the Spokane City Council that should any section, subsection, sentence or clause of this Resolution or Exhibit A is for any reason held to be invalid, such decision shall not affect the validity of the remaining provisions of this Resolution and/or Exhibit A; and,

**BE IT FURTHER RESOLVED** that the City of Spokane Street Department will prepare, install, and amend such signing as is required to carry out the foregoing provisions and the new Seasonal Playground speed limits shall become effective when posted AND the City of Spokane Street Department will take over maintenance of the signs after installation.

Adopted by the City Council this \_\_\_\_ day of \_\_\_\_\_, 2023.

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City Clerk

Approved as to form:

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Assistant City Attorney

# EXHIBIT A

## Seasonal Playground Zone Speed Limit Schedule

### **PLAYGROUND SPEED ZONES:**

The following road sections have been designated as seasonal 20 miles per hour zones. The maximum speed allowable on the said road sections shall be 20 miles per hour as designated with any of the signage options pursuant to the Manual of Uniform Traffic Control Devices or as amended by Washington Administrative Code. City Council may establish changes to speed limits or by resolution pursuant Revised Code of Washington Section 46.61.415.

Using the School District 81 calendar, the following 20 mph speed zones will be in effect beginning the workweek after the last day of school, including snow make-up days, and rescinded in the workweek prior to the first day of school. The remainder of the year these zones will reflect their previously established speed limits.

#### **A. M. Cannon Park**

**Maxwell Avenue** from Oak Street to Belt Street.

**Pettet Drive** from Belt Street to 300 feet north of Mission Avenue.

#### **Chief Garry park**

**Mission Avenue** from 65 feet east of Altamont Street to 250 feet east of Regal.

#### **Comstock Park**

**29<sup>th</sup> Avenue** from 310 feet east of Howard Street to 80 west of Post Street.

#### **Hays Park**

**Crestline Street** from 18 feet south of Glass Avenue to 25 feet south of Empire Avenue.

#### **Lincoln Park**

**17<sup>th</sup> Avenue** from 230 feet west of Cook Street to 125 feet west of Martin Street.

#### **Mission Park**

**Mission Avenue** from 365 east of Perry Street to 25 west of Columbus Street.

**Perry Street** from Mission Avenue to 315 feet north of Mission Avenue.



## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Submitting Department</b>	Streets
<b>Contact Name</b>	Clint Harris
<b>Contact Email &amp; Phone</b>	<a href="mailto:ceharris@spokanecity.org">ceharris@spokanecity.org</a> 509-625-7744
<b>Council Sponsor(s)</b>	Kinnear & Bingle
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	1100 – Seasonal Playground Speed Zone Changes
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	A proposed resolution reducing the speed limit on certain arterials to a seasonal Playground 20 miles per hour (mph), as identified in the attached Exhibit A.  This returns these arterials to their condition prior to a pandemic-related alteration of speed zone standards.
<b>Proposed Council Action</b>	Approval of Resolution, PIES 4/24/23
<b>Fiscal Impact</b> Total Cost: <u>N/A</u> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: <a href="#">Click or tap here to enter text.</a>  Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b> (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?	



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

05/08/2023

<b>Date Rec'd</b>	4/24/2023
<b>Clerk's File #</b>	RES 2023-0036
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	STREETS
<b>Contact Name/Phone</b>	CLINT HARRIS 625-7744
<b>Contact E-Mail</b>	CEHARRIS@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Resolutions
<b>Agenda Item Name</b>	1100 - BELT SPEED ZONE CHANGE RESOLUTION

**Agenda Wording**

A proposed resolution reducing the speed limit on Belt Street, from 30 miles per hour (mph) to 20 miles per hour (mph) from 30 ft south of Rockwell Avenue to Wellesley Avenue.

**Summary (Background)**

This standardizes the speed limit through an area with a library, pool, school facilities and youth activities.

Lease? NO	Grant related? NO	Public Works? NO
<b>Fiscal Impact</b>		<b>Budget Account</b>
Neutral \$		#
Select \$		#
Select \$		#
Select \$		#

<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	HARRIS, CLINT E.	<b>Study Session\Other</b>	PIES 4/24/23
<b>Division Director</b>	FEIST, MARLENE	<b>Council Sponsor</b>	Kinnear, Bingle
<b>Finance</b>	ORLOB, KIMBERLY	<b>Distribution List</b>	
<b>Legal</b>	SCHOEDEL, ELIZABETH	ceharris@spokanecity.org	
<b>For the Mayor</b>	KIRK, JESSICA	jwthomas@spokanecity.org	
<b>Additional Approvals</b>		meveland@spokanecity.org	
<b>Purchasing</b>		rlynch@spokanecity.org	
		gokihara@spokanecity.org	

**RESOLUTION NO. 2023-0036**

A resolution reducing the speed limit on Belt Street, from 30 miles per hour (mph) to a year-round Playground 20 miles per hour (mph), from 30 feet south of Rockwell Avenue to Wellesley Avenue.

**WHEREAS**, the Spokane City Council from time to time may modify speed limits to better reflect changing traffic conditions and roadway characteristics; and,

**WHEREAS**, the Spokane City Council adopted Spokane Municipal Code Section 16A.02.010 that adopts by reference WAC 308-330-270 which, in pertinent part, provides that the maximum speed limits for streets can be established by resolution pursuant to RCW 46.61.415; and,

**WHEREAS**, the Spokane City Council has authority under WAC 308-330-270 to reduce/ increase speed limits, provided that such alteration shall be made on the basis of an engineering and traffic investigation, be reasonable and safe, and in the interest of the health, safety, and welfare of the citizens of this City; and,

**WHEREAS**, the adjacent land use is predominantly school, park, library and shopping center properties; and,

**WHEREAS**, the existing speed limit on Belt Street is thirty (30) miles per hour.

**NOW, THEREFORE, BE IT RESOLVED BY THE SPOKANE CITY COUNCIL**, that the speed limit on Belt Street from 30 feet south of Rockwell Avenue to Wellesley Avenue be reduced from 30 mph to 20 mph.

**BE IT FURTHER RESOLVED** that the City of Spokane Street Department will prepare, install, and amend such signing as is required to carry out the foregoing provisions and the new Playground speed limit shall become effective when posted AND the City of Spokane Street Department will take over maintenance of the signs after installation

Adopted by the City Council this \_\_\_\_ day of \_\_\_\_\_, 2023.

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

Approved as to form:

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

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Submitting Department</b>	Streets
<b>Contact Name</b>	Clint Harris
<b>Contact Email &amp; Phone</b>	<a href="mailto:ceharris@spokanecity.org">ceharris@spokanecity.org</a> 509-625-7744
<b>Council Sponsor(s)</b>	Kinnear & Bingle
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	1100 – Belt Street Speed Zone Change
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	A proposed resolution reducing the speed limit on Belt Street, from 30 miles per hour (mph) to 20 miles per hour (mph) from 30 ft south of Rockwell Avenue to Wellesley Avenue.  This standardizes the speed limit through an area with a library, pool, school facilities and youth activities.
<b>Proposed Council Action</b>	Approval of Resolution, PIES 4/24/23
<b>Fiscal Impact</b>	
Total Cost: <u>N/A</u>	
Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Specify funding source: <a href="#">Click or tap here to enter text.</a>	
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities?	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?	



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

05/08/2023

<b>Date Rec'd</b>	4/25/2023
<b>Clerk's File #</b>	ORD C36383
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	PUBLIC WORKS
<b>Contact Name/Phone</b>	KATHERINE MILLER 6338
<b>Contact E-Mail</b>	KEMILLER@SPOKANECITY.ORG
<b>Agenda Item Type</b>	First Reading Ordinance
<b>Agenda Item Name</b>	5200 - AMENDING SMC 13.04.2025 - TAP AND METER REQUIREMENTS & FEES

**Agenda Wording**

SMC - Meter sizes would be selected for these housing types using fixture counts as defined by the Plumbing Code or an engineering analysis of expected water use. Adoption of Ordinance on meter sizes related to duplexes and triplexes.

**Summary (Background)**

Ordinance update to remove specific meter sizes for duplexes and triplexes, consistent with the Plumbing Code or Engineering analysis of expected use. Council adopted an update to Water and Wastewater General Facilities Charges (GFCs) on March 27, 2023, along with a resol. req. add'l analysis and public outreach. Additional options & proposed changes are intended to be brought to CC prior to March 4, 2024. The charges are designed to pay for new capacity in these systems needed for growth.

Lease? NO Grant related? NO Public Works? YES

**Fiscal Impact**

Revenue	\$ TBD
Select	\$
Select	\$
Select	\$

**Budget Account**

#	TBD
#	
#	
#	

**Approvals**

<b>Dept Head</b>	FEIST, MARLENE
<b>Division Director</b>	FEIST, MARLENE
<b>Finance</b>	ALBIN-MOORE, ANGELA
<b>Legal</b>	RICHMAN, JAMES
<b>For the Mayor</b>	SMITHSON, LYNDEN

**Council Notifications**

<b>Study Session\Other</b>	PIES 4-24-23
<b>Council Sponsor</b>	CP Beggs; CM's Kinnear, Bingle

**Distribution List**

mfeist@spokanecity.org
ESchoedel@spokanecity.org
kemiller@spokanecity.org
rgennett@spokanecity.org

**Additional Approvals**

<b>Purchasing</b>
-------------------

ORDINANCE NO. C36383

AN ORDINANCE relating to Water; amending SMC section 13.04.2025 to chapter 13.04 of the Spokane Municipal Code; and setting an effective date.

The City of Spokane does ordain:

Section 1: That SMC section 13.04.2025 is amended to read as follows:

**13.04.2025 Tap and Meter Requirements and Fees**

- A. Outside City taps must sign a water annexation covenant approved by the City legal department.
- B. Local improvement district and future main extension waivers are required on all approved long services.
- C. Taps one inch and smaller: Pressure reducing valve (PRV) is required before meter if pressure is greater than eighty pounds.
- D. Taps one-and-one-half inch and larger: Pressure reducing valve (PRV) is required after meter if pressure is greater than eighty pounds.
- E. Remote reader charges are included in meter fees.
- F. City taps that need to be installed at a time other than normal water department business hours must pay an additional fee in accordance with City of Spokane [Public Rule 4100-20-02 Water and Hydroelectric Department Fee Schedule](#).
- G. ~~((Duplexes must have a minimum of one-inch tap and one-inch meter.))~~ Meter sizing for all dwelling units shall be based on fixture unit counts, as addressed in the latest addition of the Uniform Plumbing Code, and/or through a hydraulic analysis submitted by the applicant's engineer for review and concurrence by City staff.
- H. ~~((Triplexes must have a minimum of two-inch tap and either a one-and-one-half inch or two-inch meter.))~~
- ~~((I.))~~ Any taps two inches and smaller, installed on a main eighteen inches or larger must pay an additional five hundred dollars (\$500.00) for a tapping saddle.
- ~~((J.))~~ Taps four inches and larger installed by private contractors during a main construction require an inspection fee of two hundred fifty dollars (\$250.00).

Section 2: Effective Date.

This Ordinance shall take effect and be in force on \_\_\_\_\_, 2023.

PASSED BY THE CITY COUNCIL ON \_\_\_\_\_

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

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability Committee

<b>Submitting Department</b>	Public Works and Utilities
<b>Contact Name</b>	Marlene Feist, Division Director
<b>Contact Email &amp; Phone</b>	mfeist@spokanecity.org
<b>Council Sponsor(s)</b>	CM Kinnear
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: 5-10 min
<b>Agenda Item Name</b>	General Facility Charges (GFCs) Monthly Update
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>Council adopted an update to Water and Wastewater General Facilities Charges (GFCs) on March 27, 2023, along with a resolution requiring additional analysis and public outreach. Additional options and proposed changes are intended to be brought to City Council prior to March 4, 2024.</p> <p>Public Works is delivering a monthly update on these efforts at the Council's PIES meetings during the review period.</p> <p>For April, we will discuss work to establish a citizen committee for the GFC update, similar to the one that reviewed the Transportation Impact Fee proposal. We also will bring forward an ordinance that would remove specific meter sizes for duplexes and triplexes in the Spokane Municipal Code. Meter sizes would be selected for these housing types using fixture counts as defined by the Plumbing Code or an engineering analysis of expected water use.</p> <p>The City of Spokane established a General Facility Charge (GFC) for both Water and Sewer in December of 2002. Prior to March 2023, the charges had never been updated. The charges are designed to pay for new capacity in these systems needed for growth.</p>
<b>Proposed Council Action</b>	Adoption of Ordinance on meter sizes related to duplexes & triplexes
<b>Fiscal Impact</b>	
Total Cost: Click or tap here to enter text.	
Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Specify funding source: Click or tap here to enter text.	
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts (If N/A, please give a brief description as to why)</b>	
What impacts would the proposal have on historically excluded communities?	
Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain	



affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A GFCs will be collected city wide when water meters are purchased for use.

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

GFCs will be reviewed every 3-5 years to ensure they are keeping up with the cost to provide capacity for future development.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Having growth pay for new capacity in the City's utility systems is consistent with the Comprehensive Plan. Projects used to develop GFC rates are consistent with the City's Water System Plan, Comprehensive Plan infrastructure chapters, and Capital Improvement Plans. GFCs also are consistent with Growth Management at the state level, and any changes would comply with state laws.

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

04/24/2023

<b>Date Rec'd</b>	4/19/2023
<b>Clerk's File #</b>	CPR 2023-0016
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	CITY COUNCIL
<b>Contact Name/Phone</b>	CHRIS WRIGHT X6210
<b>Contact E-Mail</b>	CWRIGHT@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Special Considerations
<b>Agenda Item Name</b>	SRHD OPIOID TREATMENT CENTER RELOCATION

**Agenda Wording**

Consultation by Washington Department of Health regarding SRHD proposal to relocate its opioid treatment center.

**Summary (Background)**

Spokane Regional Health District (SRHD) is proposing to relocate its current opioid treatment center to a new location at 312 W. 8th Ave. Spokane. WA 99201. The request is currently pending before the Washington Department of Health (DOH), which, pursuant to RCW 71.24.590, is required to consult with the local legislative authority regarding proposal. The deadline to respond to the BOH was April 12. Through communications with the DOH staff, the deadline has been extended to May 9 to allow the City Council and opportunity to fully review the proposal and respond formally to the consultation.

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

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

<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	WRIGHT, CHRISTOPHER	<b>Study Session\Other</b>	Briefing Session 4/24/23
<b>Division Director</b>		<b>Council Sponsor</b>	Beggs, Wilkerson
<b>Finance</b>		<b>Distribution List</b>	
<b>Legal</b>		cwright@spokanecity.org	
<b>For the Mayor</b>			
<b>Additional Approvals</b>			
<b>Purchasing</b>			



Spokane City Council  
808 W. Spokane Falls Blvd.  
Spokane, WA 99201-3335  
(509) 625-6255

Department of Health  
P.O. Box 47852  
Olympia, WA, 98504-7852  
ATTN: Michelle Weatherly  
*Delivered via email to [OTPComments@doh.wa.gov](mailto:OTPComments@doh.wa.gov)*

April 13, 2023

Re: Spokane Regional Health District Treatment Services Proposed OTP Relocation

Dear Ms. Weatherly,

This is in your response to your letter dated March 28, 2023, requesting feedback from the “legislative authority” for the City of Spokane regarding the proposed relocation of the OTP program currently operated by the Spokane Regional Health District (SRHD).

Article II, Section 5 of the Spokane City Charter vests the legislative authority the City of Spokane with the Spokane City Council. Thus, your letter is properly addressed to the City Council, and, under RCW 71.24.590, the City Council is the proper entity to respond to your inquiry. Consistent with our council rules, the Spokane City Council was briefed on the proposed relocation on April 24, 2023 and the matter was presented for consideration at the regular meeting of the council on May 1, 2023. At the May 1 meeting, the undersigned, all duly elected members of the Spokane City Council and reflecting a majority thereof, endorsed this letter and remain opposed to the currently proposed relocation.

We currently oppose the relocation for both procedural reasons and substantive reasons. Procedurally, there was no meaningful consultation with the City of Spokane, either through Council Member Wilkerson, who formerly sat on the Spokane Regional Health Board before it was reconfigured to exclude City Council members, or through a more recent communication directed to the council as a whole. For the SRHD to suggest otherwise is disappointing.

More important, the proposed new location appears unsuitable. The new location is near a high school and raises the specter of an unhealthy interaction between high school students and program attendees. The proposed new location is not as convenient as the current location, which is centrally

located, and which has far better parking options than the new location. In short, the proposed location is far less desirable than the existing location.

For the foregoing reasons, the undersigned members oppose the proposed relocation of the SRHD treatment program. Enclosed with this letter is the completed consultation form.

Best,

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Breean Beggs, Council President

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Lori Kinnear, Council Member District 2

---

Michael Cathcart, Council Member District 1

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Betsy Wilkerson, Council Member District 2

---

Jonathan Bingle, Council Member District 1

---

Karen Stratton, Council member District 3

---

Zack Zappone, Council Member District 3

## Committee Agenda Sheet

**\*Select Committee Name\***

<b>Submitting Department</b>	City Council
<b>Contact Name</b>	Chris Wright
<b>Contact Email &amp; Phone</b>	
<b>Council Sponsor(s)</b>	Breean Beggs, Betsy Wilkerson
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Response to DOH on Opioid Treatment Center
<b>Summary (Background)</b>  *use the Fiscal Impact box below for relevant financial information	<p>Spokane Regional Health District (SRHD) is proposing to relocate its current opioid treatment center to a new location at 312 W. 8th Ave. Spokane. WA 99201. The request is currently pending before the Washington Department of Health (DOH), which, pursuant to RCW 71.24.590, is required to consult with the local legislative authority regarding proposal. The deadline to respond to the BOH was April 12. Through communications with the DOH staff, the deadline has been extended to May 9 to allow the City Council and opportunity to fully review the proposal and respond formally to the consultation.</p> <p>Council President and CM Wilkerson propose the council formally oppose the relocation for several reasons. First, contrary to representations made to DOH as part of its proposal, the SRHD did not consult with the City Council regarding the proposal or engage in any meaningful community outreach. Second, the proposed new location is near Lewis &amp; Clark High school, and is in a location that offers limited parking.</p> <p>Attached are the following documents:</p> <ul style="list-style-type: none"> <li>(1) Proposed cover letter opposing relocation of the treatment center</li> <li>(2) Completed consultation form, confirming the proposed site is properly zoned for the treatment center but referring all other responses to the cover letter</li> <li>(3) The original materials as submitted to Council by the DOH</li> </ul> <p><b>The matter is being presented to the council without prior committee review, and is scheduled for the council briefing session on April 24.</b></p>
<b>Proposed Council Action</b>	Group signatures to DOH Letter
<b>Fiscal Impact</b> Total Cost: <a href="#">Click or tap here to enter text.</a> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: <a href="#">Click or tap here to enter text.</a>	

Expense Occurrence     One-time     Recurring

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

**Operations Impacts** (If N/A, please give a brief description as to why) **N/A**

What impacts would the proposal have on historically excluded communities?

**Unknown. Proposal is advocated by Spokane Regional Health District and has not been briefed before council.**

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

**Unknown. Proposal is advocated by Spokane Regional Health District and has not been briefed before council.**

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

**Unknown. Proposal is advocated by Spokane Regional Health District and has not been briefed before council.**

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

**Unknown. Proposal is advocated by Spokane Regional Health District and has not been briefed before council.**

**COUNTY/CITY LEGISLATIVE AUTHORITY  
CONSULTATION FORM FOR PROPOSED OPIOID TREATMENT PROGRAM**

**Contact Information**

Name of County/City Legislative Authority Completing Form

City of Spokane

Department Name

City Council

Title

Council President and Members

Telephone Number (Include area code)

(509) 625-6254

E-Mail Address

BBeggs@spokanecity.org

Street Address

808 W. Spokane Falls Boulevard

City

Spokane

State

WA

Zip Code

99201

Mailing Address (If different than above)

Street Address

City

State

Zip Code

Name of Contact Person Authorized By County/City Authority  
for DOH Consultation (If different than above)

Name of County/City Legislative Authority Completing Form

Department Name

Title

Telephone Number (Include area code)

E-Mail Address

Street Address

City

State

Zip Code

**Questions**

1. Please comment on support or lack of support by city or county legislative authorities for proposed OTP services: **The proposed relocation does NOT have the support of the legislative authority. Please see attached letter.**

2. Has the proposed OTP communicated with the city and/or the county, as applicable, in order to secure a location that meets city or county land use ordinances? Yes  No

3. Is the location of this OTP sited in accordance with appropriate city or county land use ordinances? Yes  No

4. Has the proposed OTP consulted with you when developing their community relations plan in order to minimize the impact of the program on the businesses and residential neighborhoods in which the program will be located? Yes  No

**COUNTY/CITY LEGISLATIVE AUTHORITY  
CONSULTATION FORM FOR PROPOSED OPIOID TREATMENT PROGRAM**

5. Please comment on outcomes related to the communication and consultation that has occurred between you and the proposed OTP: **Please see attached letter.**

**Authorization**

Signature of person from the County/City Legislative Authority completing this form  
s/ Breean Beggs

Type or Print Name

Breean Beggs, Council President

Date

4/24/2023

Please return the city/county legislative authority comments form  
and any supporting documentation by 4/11/2023

Please return this material via mail, or e-mail to:

Department of Health

PO Box 47852

Olympia WA 98504-7852

E-Mail: [OTPComments@doh.wa.gov](mailto:OTPComments@doh.wa.gov)





STATE OF WASHINGTON  
DEPARTMENT OF HEALTH  
HEALTH SYSTEMS QUALITY ASSURANCE  
*PO Box 47850, Olympia, WA 98504-7850*

March 28, 2023

Dear City Legislative Authority,

The Department of Health (DOH) received an application for a change of location on February 1, 2023 for DOH certification of an Opioid Treatment Program (OTP). The applicant is Spokane Regional Health District Treatment Services. The Program is proposing to move from 1101 W College Avenue to 312 W 8<sup>th</sup>, Spokane, Washington. This applicant submitted a Community Relations Plan, included with this letter, which documents the community outreach conducted by the applicant thus far.

DOH will conduct a review of the proposed OTP application as specified in Revised Code of Washington (RCW) 71.24.590 and Washington Administrative Code (WAC) 246-341. The department is required to issue a certification if the OTP meets requirements outlined.

When making a decision on an application for certification of an OTP, (RCW) 71.24.590 (1)(a)(b) requires DOH to:

- Consult with the county and city legislative authorities in the area in which an applicant proposes to locate a program.
- License or certify only programs that will be sited in accordance with the appropriate county or city land use ordinances.

Please complete the County/City Legislative Authority Consultation Form located at the end of this letter within 14 days of receipt and return the form to DOH with any additional supporting documents. Additional time for response to the consultation form may be requested if needed.

Your feedback is important to this process. If you have any questions about the DOH licensing process to approve an OTP application, please contact [OTPComments@doh.wa.gov](mailto:OTPComments@doh.wa.gov) and a staff member will respond.

Department of Health  
Facilities Program  
Health Services Quality Assurance Division