

CITY OF SPOKANE



REGARDING CITY COUNCIL 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's September 16, 2024, 6:00 p.m. Legislative Session will take place at the West Central Community Center – Gym, 1603 N. Belt St. (The 3:30 p.m. Briefing Session on September 16 will be held in the Council Chambers.)

Please note that the 6:00 p.m. meeting will not be live on City Cable 5 but will be recorded for future viewing on the City Council's Vimeo page: <https://vimeo.com/spokanecitycouncil>.

City Council Members, City staff, presenters and members of the public 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 September 16, 2024, meetings is below. All meetings will 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 September 16, 2024:

3:30 p.m. Briefing Session: 1-408-418-9388; access code: 249 250 76017; password: 0320

6:00 p.m. Legislative Session: 1-408-418-9388; access code: 249 741 72193; password: 0320

Thursday Study Session: 1-408-418-9388; access code: 249 143 67432; password: 0320

To participate in public comment (including Open Forum):

Testimony sign-up is open beginning at 5:00 p.m. on Friday, September 13, 2024, and ending at 6:00 p.m. on Monday, September 16, 2024, via the online testimony sign-up form link which can be accessed by clicking <https://forms.gle/Vd7n381x3seaL1NW6> or in person outside council chambers beginning at 8:00 a.m. on September 16, 2024. **Because the 6:00 p.m. Legislative Session is being held at the West Central Community Center, in person sign up outside council chambers will end at 5:00 p.m. You will still have the ability to sign up until 6:00 p.m. utilizing the sign-up form link. There also will be the ability to sign up in person at the West Central Community Center from 5:00 p.m. to 6:00 p.m.** You must sign up by 6:00 p.m. to be called on to testify. (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.

Pursuant to the City Council's rules, the Open Forum is now held at the end of the city council's legislative session. **Because the September 16 meeting is a "Town Hall" council meeting away**

from the council's regular meeting place, the city council expects to conclude all business, including Open Forum, by 8:30 p.m. The open forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City and not relating to the current or advance agendas, pending hearing items, or initiatives or referenda in a pending election. "Affairs of the city" shall include (i) matters within the legislative, fiscal or regulatory purview of the city, (ii) any ordinance, resolution or other official act adopted by the city council, (iii) any rule adopted by the city, (iv) the delivery of city services and operation of city departments, (v) any act of members of the city council, the mayor or members of the administration, or (vi) any other matter deemed by the council president to fall withing the affairs of the city, which determination may be overridden by majority vote of the council members present. Individuals speaking during the open forum shall address their comments to the council president and shall maintain decorum as laid out in Rule 2.15 (Participation by Members of the Public in Council Meetings).

**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. Two-minute time limit for comments made during open forum, and three-minute time limit on public testimony regarding legislative items!**

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. After the conclusion of all legislative business, the council shall recess briefly and then convene for an open forum, unless a majority of council members vote otherwise. The open forum shall have twenty (20) spaces available. The individuals assigned to the twenty (20) spaces available will be chosen at random, with preference given to individuals who have not spoken at open forum during that calendar month. The council shall conclude open forum after twenty (20) speakers unless a majority of council members vote to allow additional speakers. The city clerk and other staff shall not be required to remain in attendance during the open forum. Nothing in this Rule 2.2 shall be deemed to require open forum or the legislative session to continue after 10:00 p.m., or to require open forum during a council “Town Hall” meeting contrary to Rule 2.14.F.
- B. Members of the public can sign up for open forum beginning no later than 5:00 p.m. on the Friday immediately preceding the legislative session and ending at 6:00 p.m. on the date of the meeting via the virtual testimony form linked in the meeting packet or in person outside council chambers beginning at 8:00 a.m. on the day of the legislative session. Speakers must sign themselves in using a name. Members of the public who are unable to sign up during the sign-up period or who attempt to sign up late will be added to the list of speakers at the discretion of the chair, or their designee. The order of the speakers will be determined at the discretion of the chair, taking into account any special accommodations for persons of limited English proficiency as provided in Rule 2.2.F below. Each speaker shall be limited to no more than two (2) 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. “Affairs of the city” shall include (i) matters within the legislative, fiscal or regulatory purview of the city, (ii) any ordinance, resolution or other official act adopted by the city council, (iii) any rule adopted by the city, (iv) the delivery of city services and operation of city departments, (v) any act of members of the city council, the mayor or members of the administration, or (vi) any other matter deemed by the council president to fall within the affairs of the city, which determination may be overridden by majority vote of the council members present. Absent permission of the chair, 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. 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.
- E. No person shall be permitted to display visual information during open forum, including but not limited to presentations, videos, or other media; however, members of the public may share this information with the council by emailing them at citycouncil2@spokanecity.org. Individuals speaking during open forum shall address their comments to the council president, and speakers as well as members of the audience shall comply with Rule 2.15 (Participation by Members of the Public in Council Meetings).
- F. Participation of individuals with limited English language proficiency in open forum shall be accommodated to the extent set forth in Rule 2.15.J.

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

The council encourages public participation in the legislative process. Council meetings shall be conducted in a manner that provides the opportunity for all attendees to hear, see and participate in the proceedings to the extent provided in these Rules and applicable city, state, and federal law. Speech or conduct that disrupts, disturbs, or otherwise impedes the orderly conduct of any council meeting is prohibited. In addition to these general principles governing public participation, the following specific rules apply:

- 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, hearing items, special considerations, 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 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. Those who wish to provide commentary but do not wish to give verbal comments at the podium may provide written comments to the council via letter or electronic mail.
- F. No person shall be permitted to conduct demonstrations, display banners, hold signs, applaud or boo speakers, use profanity, vulgar language or obscene speech, yell or make comments that attack or verbally insult any individual, or engage in other such disorderly conduct that disrupts, disturbs, or otherwise impedes the orderly conduct of the proceedings.
- G. Standing is permitted so long as doing so maintains compliance with applicable fire codes and the Americans with Disability Act (ADA), does not interfere with reserved seating areas, and does not impede access to entrances and exits to the Council Chambers, aisles, or pathways inside the Council Chambers. Attendees shall be mindful not to obstruct the views of others in Council Chambers when standing.
- H. 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.
- I. 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.
- J. City employees or city officials (including members of city boards and commissions) 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.
- K. 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 policy advisor and/or a 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 harassing other attendees or risk being removed and/or prohibited from attending future meetings.

- L. The city council intends to fully comply with chapter 18.11 SMC, Language Access in Municipal Proceedings. Rules regarding participation of individuals in council proceedings, including legislative sessions and open forum, shall be deemed amended to conform to any Language Access Plan adopted by the council pursuant to SMC 18.11.030. Except as otherwise provided in an adopted Language Access Plan, individuals with limited English language proficiency are encouraged to contact the council office director at least five (5) days prior to a scheduled legislative session for assistance with the signing up to testify or to arrange translation or interpretation assistance.
- M. City council legislative sessions are regularly video and audio recorded and available online (<https://vimeo.com/spokanecitycouncil>). Members of the public may also photograph or film council proceedings so long as doing so maintains compliance with applicable fire codes and the Americans with Disability Act (ADA), does not interfere with reserved seating areas, and does not impede access to entrances and exits to the Council Chambers, aisles, or pathways inside the Council Chambers. Attendees shall be mindful not to obstruct the views of others in Council Chambers when photographing or recording. No flash photography or other lighting is permitted.
- N. RCW 42.17A.555 generally prohibits the use of city facilities for electioneering. Therefore, no person may use the council meeting or facilities for the purpose of assisting a campaign for election of any person to any office, or for the promotion of or opposition to any ballot proposition. In this context, the term “facilities” includes council chambers, the council gallery and the speaking opportunities available through the public comment and open forum procedures set forth in these rules.

Rule 2.16 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS – TIME LIMITS

- A. Members of the public can sign up to give testimony beginning no later than 5:00 p.m. on the Friday immediately preceding the legislative session and ending at 6:00 p.m. on the date of the meeting via the online testimony sign-up form linked in the meeting packet or in person outside council chambers beginning at 8:00 a.m. on the day of the legislative session. Speakers must sign in using a 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. The chair, absent a majority vote of the council, has the authority to lower the three (3) minutes per speaker time limit by announcing the new, lower time limit at the legislative session. 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. Testimony on a legislative item deferred to a future date shall be taken on the future date, unless testimony on the date of deferral is allowed by the Council President.
- C. No public testimony shall be taken on oral 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. No person shall be permitted to display visual information during their testimony, including but not limited to presentations, videos, or other media; however, members of the public may share this information with the council by emailing them at citycouncil2spokanecity.org.
 - H. In addition to in-person or remote verbal testimony, 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.¹

¹ <https://my.spokanecity.org/citycouncil/members/>

THE CITY OF SPOKANE



ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, SEPTEMBER 16, 2024

MISSION STATEMENT

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

MAYOR LISA BROWN

COUNCIL PRESIDENT BETSY WILKERSON

COUNCIL MEMBER JONATHAN BINGLE

COUNCIL MEMBER PAUL DILLON

COUNCIL MEMBER LILI NAVARRETE

COUNCIL MEMBER MICHAEL CATHCART

COUNCIL MEMBER KITTY KLITZKE

COUNCIL MEMBER ZACK ZAPPONE

**COUNCIL BRIEFING SESSION – 3:30 P.M.
COUNCIL CHAMBERS
CITY HALL, 808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201**

**TOWN HALL/LEGISLATIVE SESSION – 6:00 P.M.
WEST CENTRAL COMMUNITY CENTER
1603 N. BELT ST. – GYM
SPOKANE, WA 99205**

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. 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 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. To prevent disruption of council meetings and visual obstruction of proceedings, members of the audience shall remain seated during council meetings.
- 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, and shall confine their remarks to the matters that are specifically before the Council at that time or, if speaking during Open Forum, shall confine their remarks to affairs of the city.
- 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's website at <https://my.spokanecity.org/citycouncil/documents/>.

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)

EXECUTIVE SESSION

(Closed Session of Council)

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

TOWN HALL / LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes at West Central Community Center – 1603 N. Belt St. - Gym)

PLEDGE OF ALLEGIANCE

WORDS OF INSPIRATION AND SPECIAL INTRODUCTIONS

ROLL CALL OF COUNCIL

PROCLAMATIONS AND SALUTATIONS

REPORTS FROM COMMUNITY ORGANIZATIONS

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

NO BOARDS AND COMMISSIONS APPOINTMENTS

NEIGHBORHOOD REPORTS

CONSENT AGENDA

The consent agenda consists of purchases and contracts for supplies and services provided to the city, as well as other agreements that arise (such as settlement or union agreements), and weekly claims and payments of previously approved obligations and biweekly payroll claims against the city. Any agreement over \$50,000 must be approved by the city council. Typically, the funding to pay for these agreements has already been approved by the city council through the annual budget ordinance, or through a separate special budget ordinance. If the contract requires a new allocation of funds, that fact usually will be indicated in the summary of the contract in the consent agenda.

Unless a council member requests that an item be considered separately, the council approves the consent agenda as a whole in a single vote. Note: The consent agenda is no longer read in full by the city clerk. The public is welcome to testify on matters listed in the consent agenda, but individual testimony is limited to three minutes for the entire consent agenda.

REPORTS, CONTRACTS AND CLAIMS

RECOMMENDATION

- | | | | |
|----|--|---------|---------------|
| 1. | Contract Amendment with the Downtown Spokane Development Association, dba Downtown Spokane Partnership, for an expansion of work to include additional services for The Clean Team and Ambassador services from August 5, 2024, through December 31, 2026—\$469,576.36 (incl. tax). (Council Sponsors: Council President Wilkerson and Council Members Cathcart and Zappone)
Michelle Murray | Approve | OPR 2021-0636 |
| 2. | Contract Amendment with outside special counsel, Foster Garvey (Seattle, WA), who represents the City in the matter of The Estate of Harlan Douglass v. City of Spokane, et. al.—\$50,000. Total contract amount: \$100,000. (Council Sponsors: Council President Wilkerson and Council Members Cathcart and Zappone)
Michael Piccolo | Approve | OPR 2024-0186 |
| 3. | Contract with Friends of KSPS (Spokane, WA) for reimbursement of capital equipment purchases related to PEG video production and distribution from | Approve | OPR 2024-0775 |

January 1, 2024, to December 31, 2024—\$69,212.67, (incl. tax). (Council Sponsors: Council President Wilkerson and Council Members Cathcart and Zappone)

Tim Ott

- 4. Master Personal Service Agreement with CDL Solutions, LLC, dba Drive509 (Spokane Valley, WA) for commercial driver's license training services for various City departments from September 16, 2024, through September 15, 2027—\$434,480 (plus tax, if applicable). (Council Sponsors: Council President Wilkerson and Council Members Cathcart and Zappone)
Scott Jordan
Approve OPR 2024-0776
RFP 6042-24
- 5. Report of the Mayor of pending:
 - Approve & Authorize Payments CPR 2024-0002
 - a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2024, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____.
 - b. Payroll claims of previously approved obligations through _____, 2024: \$_____.
- 6. a. City Council Meeting Minutes: _____, 2024. Approve All CPR 2024-0013
- b. City Council Standing Committee Meeting Minutes: _____, 2024.

LEGISLATIVE AGENDA

NO SPECIAL BUDGET ORDINANCES

NO EMERGENCY ORDINANCES

NO RESOLUTIONS

NO FINAL READING ORDINANCES

FIRST READING ORDINANCES

- ORD C36543** Designating the Lunar New Year, Martin Luther King Jr. Day and Juneteenth as official City of Spokane holidays, making technical corrections to Chapter 03.03 of the Spokane Municipal Code, amending Section 03.03.010 of the Spokane Municipal Code, making technical corrections to Section 03.03.050 of the Spokane Municipal Code and adding a new section 03.03.070 to the Spokane Municipal Code. (Deferred from August 12, 2024, Agenda) (Council Sponsors: Council President Wilkerson and Council Member Cathcart)
Council Member Cathcart
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NO SPECIAL CONSIDERATIONS

NO HEARINGS

OPEN FORUM

At the conclusion of legislative business, the Council shall recess briefly and then hold an open public comment period for up to 20 (twenty) speakers, unless a majority of council members vote otherwise. Each speaker is limited to no more than two minutes. In order to participate in Open Forum, you must sign up beginning at 5:00 p.m. on the Friday immediately preceding the legislative session and ending at 6:00 p.m. on the date of the meeting via the virtual testimony form linked in the meeting packet (<https://my.spokanecity.org/citycouncil/documents/>) or in person outside council chambers beginning at 8:00 a.m. on the day of the legislative session. The virtual sign-up form can also be found here: <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.) Speakers must sign themselves in using a name. The individuals assigned to the twenty (20) spaces available will be chosen at random, with preference given to individuals who have not spoken at open forum during that calendar month. 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 other than items appearing on the Current or Advance Agendas, pending hearing items, and 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.

**Motion to Approve Advance Agenda for September 9, 2024
(per Council Rule 2.1.B)**

ADJOURNMENT

The September 16, 2024, Regular Legislative Session of the City Council is adjourned to September 23, 2024.

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Risk Management at 509.625.6221, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or mlowmaster@spokanecity.org. Persons who are deaf or hard of hearing may contact Risk Management through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

NOTES



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 08/26/2024

Committee Agenda type: Consent

Date Rec'd 8/15/2024

Clerk's File # OPR 2021-0636

Cross Ref #

Project #

Council Meeting Date: 09/16/2024

Submitting Dept	ACCOUNTING & GRANTS	Bid #	
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Contact Name/Phone	MICHELLE 625-6320	Requisition #	
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Contact E-Mail	MMURRAY@SPOKANECITY.ORG		
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Agenda Item Type	Contract Item		
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Council Sponsor(s)	MCATHCART BWILKERSON ZZAPPONE		
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Agenda Item Name	5600 - DOWNTOWN SPOKANE PARTNERSHIP CONTRACT AMENDMENT		
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Agenda Wording

This contract amendment for OPR 2021-0636 to increase funding for the three allocations towards programs already being administered by the Downtown Spokane Partnership in performing their duties on behalf of the Downtown Business Improvement District

Summary (Background)

All associate work shall be completed from the execution date of this amendment to December 31, 2026. OPR 2021-0636 and SMC 04.31.040 outline a variety of programs and services DSP provides including security ambassadors, marketing and promotions, parking and transportation programs, maintenance services, special events, and economic development support. The Downtown Spokane Partnership (DSP) administers and operates these programs via the contract with the City

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 469,576.36

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

This funding is from ARPA dollars as allocated by the City Council per Ord C36520. These funds need to be under contract by December 31, 2024 and spent by December 31,2026 solely for the purpose of their respective allocation

Amount

Budget Account

Expense	\$ 253,576.36	# TBD
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Expense	\$ 166,000.00	# TBD
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Expense	\$ 50,000.00	# TBD
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Select	\$	#
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	\$	#
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	\$	#
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Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	MURRAY, MICHELLE
<u>Division Director</u>	STRATTON, JESSICA
<u>Accounting Manager</u>	BUSTOS, KIM
<u>Legal</u>	SZAMBELAN, TIMOTHY
<u>For the Mayor</u>	JONES, GARRETT

Additional Approvals

<u>ACCOUNTING -</u>	MURRAY, MICHELLE

Distribution List

Paul Lower PLower@downtownspokane.org	mmurray@spokanecity.org
smacdonald@spokanecity.org	abeck@spokanecity.org
lgarcia@spokanecity.org	cstanton@spokanecity.org
laga@spokanecity.org	

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	August 26, 2024
Submitting Department	Accounting & Grants
Contact Name	Michelle Murray
Contact Email & Phone	mmurray@spokanecity.org ; 625-6320
Council Sponsor(s)	CM Cathcart, CP Wilkerson, CM Zappone
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	Downtown Spokane Partnership Amendment
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>Per Ordinance C36520 on June 10, 2024 City Council approved ARPA Allocations as follows:</p> <p>Item 11) \$503,576.36 solely for the purpose of refuse removal for clean and safe neighborhoods Item 14) \$ 166,000 solely for the purpose of alleyway activation Item 15) \$50,000 solely for the purpose of a downtown housing study</p> <p>This contract amendment for OPR 2021-0636 is meant to increase funding for the three allocations towards programs already being administered by the Downtown Spokane Partnership in performing their duties on behalf of the Downtown Business Improvement District as such:</p> <ul style="list-style-type: none"> • \$ 253,576.36 for the Clean Team and Ambassador Services (OPR 2021-0636 Section 2.5 & 2.9); • \$166,000 for alley activation (OPR 2021-0636 Section 2.3 and 2.7); and • \$50,000 for downtown housing study (OPR 2021-0636 Section 2.7 and 2.8) <p>All associate work shall be completed from the execution date of this amendment to December 31, 2026.</p> <p>OPR 2021-0636 and SMC 04.31.040 outline a variety of programs and services DSP provides including security ambassadors, marketing and promotions, parking and transportation programs, maintenance services, special events, and economic development support. The Downtown Spokane Partnership (DSP) administers and operates these programs via the contract with the City.</p> <p>The DSP shall:</p> <ul style="list-style-type: none"> • Hire and manage a work crew that will clean graffiti, remove large debris, sanitize the sidewalks, and snow removal of crosswalk ramps in major intersections among other general cleanup work, within the grey area in Addendum A. • Implement the strategies from the City's Innovation Alleyway Toolkit that placemark in downtown alleys to create a pleasant pedestrian environment, create a unique identity for downtown, and overall encourage more visitors and residents to frequent downtown. • Study the housing needs of various demographics within Spokane's downtown, and outline policy changes or strategies the City and

*use the Fiscal Impact box below for relevant financial information

private developers can enact to increase the variety and supply of downtown housing (Goal: A Great Place to Live, Work, and Play from the [2021 Downtown Plan](#))

Fiscal Impact

Approved in current year budget? Yes No N/A

Total Cost: \$469,576.36

Current year cost:

Subsequent year(s) cost:

Narrative: This funding is from ARPA dollars as allocated by the City Council per Ord C 36520. These funds need to be under contract by December 31, 2024 and spent by December 31, 2026 solely for the purpose of their respective allocation.

Funding Source One-time Recurring N/A

Specify funding source: Grant

Is this funding source sustainable for future years, months, etc? These are one time funds to be carried out by the end of 2026

Expense Occurrence One-time Recurring N/A

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

Operations Impacts (If N/A, please give a brief description as to why)

- What impacts would the proposal have on historically excluded communities? N/A funding is provided for clean and safe neighborhoods, alley activation and housing study.
- 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 funds are provided for clean and safe neighborhoods, alley activation and housing study.
- 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?
This work is consistent with Council’s allocation of ARPA allocation and is one time funding.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not. Funds were allocated by recommendation of the ARPA Committee.



City of Spokane

CONTRACT AMENDMENT

Title: ARPA RELATED AMENDMENT TO SERVICES

THIS CONTRACT AMENDMENT is between the CITY OF SPOKANE, a Washington State municipal corporation and a first-class charter city, as ("City"), and the DOWNTOWN SPOKANE DEVELOPMENT ASSOCIATION, d/b/a Downtown Spokane Partnership, (the "DSP"), whose address is 818 W Riverside Ave., Suite 120, Spokane, Washington, 99201, as ("DSP"). Individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the DSP WAS RETAINED PURSUANT TO SMC 04.31.090 AND RCW 35.87A.110 TO ADMINISTER THE DOWNTOWN BID ON THE CITY'S BEHALF; AND

WHEREAS, THE CITY WISHES TO AN EXPANSION OF WORK TO INCLUDE ADDITIONAL SERVICES FOR:
THE CLEAN TEAM AND AMBASSADOR SERVICES (OPR 2021-0636 Section 2.5 & 2.9)
;ALLEY ACTIVATION (OPR 2021-0636 Section 2.3 & 2.7)
DOWNTOWN HOUSING STUDY (OPR 2021-0636 Section 2.7 & 2.8); and

WHEREAS, a change or revision of the original Agreement has been requested , thus, the original Agreement needs to be formally amended by this written document; and

WHEREAS, the City is authorized to expend ARPA funds for this contract in accordance with Ordinance C36520, passed June 11, 2024, (Section 11 and 12); and

WHEREAS, the DSP agrees to comply with the attached General Terms and Conditions ; and

-- Now, Therefore, the parties agree as follows:

1. **DOCUMENTS.** The original Contract dated December 6, 2021, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.
2. **EFFECTIVE DATE.** This Contract Amendment shall become effective August 5, 2024, and end December 31, 2026.

3. **AMENDMENT WORK PROGRAM.** The original Agreement is hereby amended as follows:

3.1 Professional Management and Planning. The DSP will administer and operate the additional programs and services defined in this agreement.

3.2 Maintenance Planning & Services. The DSP will evaluate the current level of maintenance services provided by the City within the defined geographic boundaries described in Addendum A to provide increased maintenance services and estimate the costs for providing such increased maintenance services in publicly accessible spaces from September 1, 2024 through February 28, 2025. The DSP shall hire, supervise, and manage a work crew that will be responsible for: (i) abatement of graffiti, (ii) sweeping and removal of large debris, (iii) power washing and sanitizing of sidewalks, (iv) keeping the railway viaducts clean and clear of litter to the extent reasonably feasible, (v) cleaning tree wells and exteriors of trash containers, (vi) snow removal of crosswalk ramps in major intersections, (vii) and any other general cleanup work, with a goal of promoting a superior level of cleanliness within the defined area. The DSP may subcontract some or all these duties so long as the DSP retains the right to terminate the subcontractor at its discretion upon no more than 60 days' prior notice. The DSP will provide safety and customer service training and regularly monitor staff to ensure that they are focused on outwardly interacting positively and safely with all downtown users. The DSP shall create a postcard flyer that will be professionally printed, mailed and delivered to known property owners and business tenants in the defined area to notify them of services and contact information to report cleaning issues. The DSP will also work with the City to respond to dispatch requests from 311 during business hours. To provide maintenance services in the defined area outside of the BID, the DSP will purchase new equipment that does not utilize assessments collected in by the BID. Equipment may include but is not limited to a vehicle equipped with pressure washer and sanitation capability; trailer for trash hauling; supplies and equipment for trash and snow removal, graffiti abatement and sanitation; and landscaping. All purchased items may be used in servicing the BID.

3.3 Alley Activation. The DSP will implement strategies to transform at least one underutilized alley downtown to create a pleasant pedestrian environment, create a unique identity for downtown and encourage more visitors and residents to frequent downtown. With the focus on an alley that can be a catalyst for additional alley activations and adjacent property improvements, the DSP will develop a plan that leverages physical improvements and ongoing programming and maintenance to promote a vibrant, multifunctional space that enhances community interaction, promotes local businesses, and provides recreational opportunities. The DSP will oversee planning and design, stakeholder outreach, vendors and project implementation. The DSP will also oversee activation and maintenance through the duration of this agreement.

3.4 Housing Study. The DSP will contract with an independent 3rd party consultant in coordination with the City to perform a “Downtown Housing Study” that assesses the current landscape of downtown housing inventory, identifies housing needs and policies and/or obstacles to create more places for people to live downtown. This scope of work outlined in Addendum B shall include development targets for future growth and outline policy changes or strategies the City and private developers can enact to increase the variety and supply of downtown housing.

4. COMPENSATION. In addition to the regular annual budget based on BID ratepayer special assessments and annual service fee of \$100,000, the City shall pay an amount not to exceed TWO HUNDRED FIFTY-THREE THOUSAND FIVE HUNDRED SEVENTY-SIX AND 36/100 DOLLARS (\$253,576.36), including applicable sales tax, for direct expenses of the Cleaning Programs defined in this contract.

The City shall pay an amount not to exceed ONE HUNDRED SIXTY-SIX THOUSAND AND NO/100 DOLLARS (\$166,000.00) for Alley Activation and;

An amount not to exceed FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) for Downtown Housing Study;

For a TOTAL AMOUNT NOT TO EXCEED FOUR HUNDRED SIXTY-NINE THOUSAND FIVE HUNDRED SEVENTY-SIX AND 36/100 DOLLARS (\$469,576.36).

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. Any use of equipment or supplies owned by the BID will be reimbursed using existing BID amortization rates.

4.1 Invoices. The City shall pay to the DSP an amount equal to the budget approved by this amendment for the agreed-upon Work Program. The DSP shall submit an invoice to Michelle Murray, Director of Accounting and Grants, mmurray@spokanecity.org, reflecting amounts to be paid to the DSP hereunder not less than 14 days prior to the first day of the next month reflecting amounts to be paid to the DSP. In the event the due date of any monthly installment falls on a weekend or a City holiday, the installment shall be due on the next business day of the City.

a. The Cleaning Programs fee shall be paid to the DSP in monthly installments of \$53,576.36 on September 15, 2024, and equal monthly installments of \$40,000 beginning October 1, 2024 through February 1, 2025.

b. The Alley Activation fee shall be paid to the DSP in quarterly installments of \$16,000 on October 1, 2024 and equal installments of \$25,000 on January 1, 2025, April 1, 2025, July 1, 2025, October 1, 2025, January 1, 2026 and April 1, 2026. Invoices will include documented expenditures.

c. The Housing Study fee shall be paid to the DSP in one installment of \$50,000 upon selection of the consultant on or before November 1, 2024. Invoice will include documented fees.

5. SERVICE LEVELS.

The DSP shall continue to provide with the Downtown parking and business improvement area (BID) the same level of services as were provided as of August 1, 2024, and not

otherwise expend BID assessments to service the new geographic area defined in Addendum A.

The City shall continue to provide the BID within the defined geographic area the same level of municipal services as were provided as of August 1, 2024, except as may be otherwise agreed in writing by the parties. The parties recognize that the general level of municipal services provided throughout the City, including the BID, is subject to the annual budget and appropriation processes of the City. The parties also recognize that the City, in its exercise of responsible management, may find it necessary on occasion to make reallocations or shifts of personnel, materials, or other resources, to preserve the health, welfare, and safety of its citizens.

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.

<p>DOWNTOWN SPOKANE DEVELOPMENT ASSOCIATION, d/b/a Downtown Spokane Partnership</p> <p>By: _____ <i>(signature)</i></p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Email: _____</p>	<p>CITY OF SPOKANE:</p> <p>By: _____ <i>(signature)</i></p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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ATTEST: <hr/> City Clerk	APPROVED AS TO FORM: <hr/> Assistant City Attorney
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Attachments that are part of this Contract Amendment:

- General Terms & Conditions
- ARP- CLFRF CFDA 21-027
- ADDENDUM A: AMENDED CONTRACT SERVICE AREA
- ADDENDUM B: HOUSING STUDY SCOPE OF WORK

ATTACHMENT – ARP/CSLFRF CFDA 21.027 FUNDING

American Rescue Plan (ARP)

Coronavirus State and Local Fiscal Recovery Funds (CSLFRF)

Funding Authority: U.S. Department of Treasury

CFDA# 21.027 – Coronavirus State and Local Fiscal Recovery Funds

The Contractor specifically agrees to comply with all applicable state and federal laws, rules, regulations, requirements, program guidance, including but not limited to the following:

All applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies including, but not limited to:

Nondiscrimination laws and/or policies, and safety and health regulations.

Americans with Disabilities Act (ADA), Age Discrimination Act of 1975,

Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968,

Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92).

Robert T. Stafford Disaster Relief and Emergency Assistance Act (PL 93-288, as amended),

Ethics in Public Services (RCW 42.52),

Covenant Against Contingent Fees (48 CFR Section 52.203-5),

Public Records Act (RCW 42.56),

Prevailing Wages on Public Works (RCW 39.12),

State Environmental Policy Act (RCW 43.21C),

Shoreline Management Act of 1971 (RCW 90.58),

State Building Code (RCW 19.27),

Energy Policy and Conservation Act (PL 94-163, as amended),

Energy Related Building Standards (RCW 19.27A),

Comply with all procurement requirements of 2 CFR Part 200.317 - 200.327. All sole source contracts expected to exceed \$50,000 must be submitted to Spokane City Purchasing for review and approval prior to the award and execution of a contract.

Any contract awarded to the successful Contractor must contain and/or comply with the following procurement provisions in accordance with 2 CFR Part 200.317 - 200.327:

Contractor must maintain a Conflict of Interest Policy consistent with 2 CFR 200.318(c) that is applicable to all activities funded with the award. All potential conflicts of interest related to this award must be reported to Spokane City and/or U.S. Treasury

- Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate;
- Compliance with Executive Order 11246, “Equal Employment Opportunity,” (30 FR 12319, 12935, 3 CFR Part 1964-1965 Comp., p. 339), as amended by Executive Order 11375, as supplemented in Department of Labor regulations (41 CFR Chapter 60);
- For Capital Expenditures that involve the employment of mechanics of laborers: Compliance with the Contract Work Hours and Safety Standards Act (40 USC 3702 and 3704) as supplemented by Department of Labor Regulations (29 CFR Part 5);
- For all contracts in excess of \$100,000 with respect to water, sewer, or broadband that involve the employment of mechanics of laborers: Compliance with the Contract Work Hours and Safety Standards Act (40 USC 3702 and 3704) as supplemented by Department of Labor Regulations (29 CFR Part 5);
- For construction or repair contracts: Compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145) as supplemented by Department of Labor regulations (29 CFR part 3);
- For construction contracts in excess of \$2,000 when required by Federal grant program legislation: Compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5); Davis Bacon Act– Does **not** apply to projects funded **solely** with ARPA/CSLFRF CFDA 21.027 funds. However, if other federal funds are also used for the construction project in addition to FRF, and those federal funds require Davis-Bacon compliance, all prime construction contracts in excess of \$2,000 must follow Davis-Bacon Act;
- For construction contracts in excess of \$100,000 that involve the employment of mechanics and laborers: Compliance with the Contract Work Hours and Safety Standard Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5);
- Compliance with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency
- For contracts in excess of \$150,000: Compliance with all applicable standards, orders or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal

Water Pollution Control Act (33 U.S.C. 1251-1387) as amended;

- Compliance with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act;
- Notice of awarding agency requirements and regulations pertaining to reporting;
- Federal awarding agency requirements and regulations pertaining to copyrights and rights in data;
- Access by Spokane City, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records, sub-agreements, leases, subcontracts, arrangements, or other third-party agreements of any type, and supporting materials related to those records of the Contractor, which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions;
- Retention of all required records for **six years** after Spokane City makes final payment and all other pending matters are closed;
- Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871);
- Notice of awarding agency requirements and regulations governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards (37 C.F.R. Part 401) and the standard patent rights clause (37 C.F.R. section 401.14);
- Compliance with Executive Order 13858 “Strengthening Buy-American Preferences for Infrastructure Projects” as appropriate and to the extent consistent with law; and
- Compliance with 2 C.F.R. § 200.216, prohibitions regarding certain telecommunications and video surveillance services or equipment are mandated by section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115–232 (2018).

Any contract awarded to the successful Contractor must contain and/or comply with the following provisions in accordance with 2 CFR Part 200.332(a) - 200.332(a)(1)-200.332(a)(6) Requirements for pass-through entities:

- Identify as a Subaward (2 CFR 200.332(a));

- Federal Award Identification (2 CFR 200.332(a)(1));
- Terms and conditions from ARP/CLFRF (2 CFR 200.332(a)(2));
- Additional City of Spokane imposed requirements based on risk assessment (2 CFR 200.332(a)(3));
- Indirect cost rate (2 CFR 200.332(a)(4));
- Records access & retention (2 CFR 200.332(a)(5));
- Closeout provisions (2 CFR 200.332(a)(6)).

Any contract awarded to the successful Contractor must contain and/or comply with the following provisions in accordance with 2 CFR Part 200.501(a)-200.501(h) Audit Requirements:

- Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provision of this part (2 CFR 200.501(a));
- Single Audit (2 CFR 200.501(b));
- Program-specific audit election (2 CFR 200.501(c));
- Exemption when Federal awards expended are less than \$750,000(2 CFR 200.501(d));
- Federally Funded Research and Development Centers (2 CFR 200.501(e));
- Subrecipients and contractors (2 CFR 200.501(f));
- Compliance responsibility for contractors (2 CFR 200.501(g));
- For-profit subrecipient (2 CFR 200.501(h)).

Contractor must comply with Executive Orders 12549 and 12689 and 2 C.F.R. Part 180, which restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Contractor must certify that it is not presently debarred, suspended or proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

Contractor must comply with the requirements of 31 U.S.C. § 3729-3733 which prohibits the submission of false or fraudulent claims for payment to the Federal Government. See also 31 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Contractor is required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit

overpayments. See OMB Circular A-129.

Contractor's costs must be compliant with 2 CFR Part 200 Subpart E Cost Principles.

Contractor must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, Member of Congress, an officer, or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning an award, making of any federal grant, federal loan, continuation, renewal, amendment or modification of any federal contract, grant loan, or cooperative agreement, and that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this award, the Contractor will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

In the event of the Contractor's noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy, Spokane City may rescind, cancel, or terminate the contract in whole or in part in its sole discretion. The Contractor is responsible for all costs or liability arising from its failure to comply with applicable laws, regulations, executive orders, OMB Circulars, or policies.

CERTIFICATION

Signature, Administrator, or Applicant Agency	Date
print name and title	

General Terms & Conditions

1. CONTRACTING WITH CURRENT OR FORMER CITY EMPLOYEES

Specific restrictions apply to contracting with current or former City officers and employees pursuant to the Code of Ethics in chapter 1.04A of the Spokane Municipal Code. Proposers shall familiarize themselves with the requirements prior to submitting a Proposal that includes current or former City officers or employees.

2. PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

All materials submitted to the City in responses to this competitive procurement shall become the property of the City.

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. Chapter 41.56 RCW.

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.

The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response.

3. OWNERSHIP OF DOCUMENTS

Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other material created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Firm or the Firm's subcontractors or consultants for delivery to the City under this Agreement shall be the sole and absolute property of the City. Such property shall constitute "work made for hire" as defined by U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the City at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Firm uses to perform this Agreement, but is not created, prepared, constructed, assembled, made, performed or otherwise produced for, or paid for, by the City is owned by the Firm and is not "work made for hire" within the terms of this Agreement.

4. ACCEPTANCE PERIOD

Proposals shall remain in effect for ninety (90) days for acceptance by the City from the due date for receipt of Proposals.

5. COSTS TO PROPOSE

The City will not be liable for any costs incurred by the Proposer in preparation of a Proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

6. INTERLOCAL PURCHASE AGREEMENTS

The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to Chapter 39.34 RCW. In submitting a response, the Proposer agrees to provide its services to other public agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the Firm's review and approval at the time of a requested contract. The Firm's right to refuse to enter into a contract with another public agency at the time of request shall be absolute.

7. DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. Discussion will be limited to a critique of the requesting Firm's Proposal. Debriefing conferences may be conducted in person or on the telephone.

8. MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

The City encourages participation in all of its contracts by Firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). Proposers may contact OMWBE at (360)753-9693 to obtain information on certified Firms.

9. 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 Firm 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 Firm.

10. 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 and currently being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The Firm shall be responsible for contacting the State of Washington Business License Services at <http://dor.wa.gov> or 1-360-705-6741 to obtain a business registration. If the Firm 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.

11. PAYMENT

Payment will be made via direct deposit/ACH except as provided by state law. A completed ACH application is required before a City Order will be issued. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

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 contract shall have or acquire any interest in the contract, or have solicited,

accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the contract.

13. DISPUTES

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

14. TERMINATION

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

15. LIABILITY

The Firm shall indemnify, defend, and hold harmless the City, its officers, and employees from all claims, demands, or suits in law or equity arising from the Firm's negligence or breach or its obligations under the contract. The Firm's duty to indemnify shall not apply to liability caused by the sole negligence of the City, its officers, and employees. The Firm's duty to indemnify for liability arising from the concurrent negligence of the City, its officers and employees and the Firm, its officers and employees shall apply only to the extent of the negligence of the Firm, its officers and employees. The Firm's duty to indemnify shall survive

termination or expiration of the contract. The Firm waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance.

16. INSURANCE COVERAGE

During the term of the contract, the Firm shall maintain in force at its own expense, each insurance coverage noted below:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Firm's services to be provided under this contract.
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident, or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this contract. The coverage must remain in effect for at least three (3) years after the contract is completed.

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 Firm or its insurer(s) to the City.

As evidence of the insurance coverages required by this contract, the Firm shall furnish acceptable insurance certificates to the City at the time it returns the signed contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided. The Firm shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

SPECIFIC GRANT RELATED LANGUAGE

17. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELEGIBILITY AND VOLUNTARY EXCLUSION

A certification form will accompany the contract to be signed confirming that, to the best of its knowledge and belief, Firm, 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.
- 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.

18. CERTIFICATION REGARDING LOBBYING

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Firms who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying in non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

A Certification Form is attached and included in this Request for Proposal by reference as Attachment A “Certification Regarding Lobbying”. The Proposer is required to sign and submit this Form with Proposal. The Proposer certifies by signing and submitting this Proposal, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- C. The Proposer also agrees by submitting his or her Proposal, that he or she shall require that the language of this certification be included in all lower tier subcontracts. Which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

19. DOMESTIC PREFERENCE

200.322 (a) As appropriate and to the extent consistent with law, the non-Federal entity should to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

20. CLEAN AIR ACT

Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended – Firms and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.) Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

21. CONFORMANCE WITH FEDERAL, STATE, AND LOCAL LAWS

Federal, State and Local Laws: Services of a project as a result of the use of a Firm's services including the letting of subcontracts in connection with any project work related to this RFQ may be required to conform to the applicable requirements of Federal, State and local laws and ordinances. The City stipulates that Federal funds may be involved.

22. MAINTENANCE OF RECORDS

Federal, State and Local Laws: Services of a project as a result of the use of a Firm's services including the letting of subcontracts in connection with any project work related to this RFQ may be required to conform to the applicable requirements of Federal, State and local laws and ordinances. The City stipulates that Federal funds may be involved.

23. CONFERENCE ROOMS

Conference Rooms: All space used for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds under this contract must comply with the protection and controlling guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended).

24. AMERICANS WITH DISABILITIES ACT INFORMATION (ADA)

Americans with Disabilities Act (42 U.S.C. 12101, et seq.). The Applicant shall comply with the provisions of the Americans with Disabilities Act, 42 U.S.C. 12101, et. seq. That Act provides a comprehensive national mandate to eliminate discrimination against individuals with disabilities. The Act may impose requirements on the Applicant in four principle ways: 1) with respect to employment; 2) with respect to the provision of public services; 3) with respect to transportation; 4) with respect to existing facilities and new construction.

The City in accordance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act (ADA) commits to nondiscrimination in all of its programs and activities. The Firm 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 Firm.

Law Against Discrimination, Chapter 49.60 RCW. The Applicant shall comply with the provisions of Chapter 49.60 RCW in all activities relating to this Grant Agreement.

This material can be made available in an alternate format by request through ProcureWare question tab or by calling (509) 625-6400.

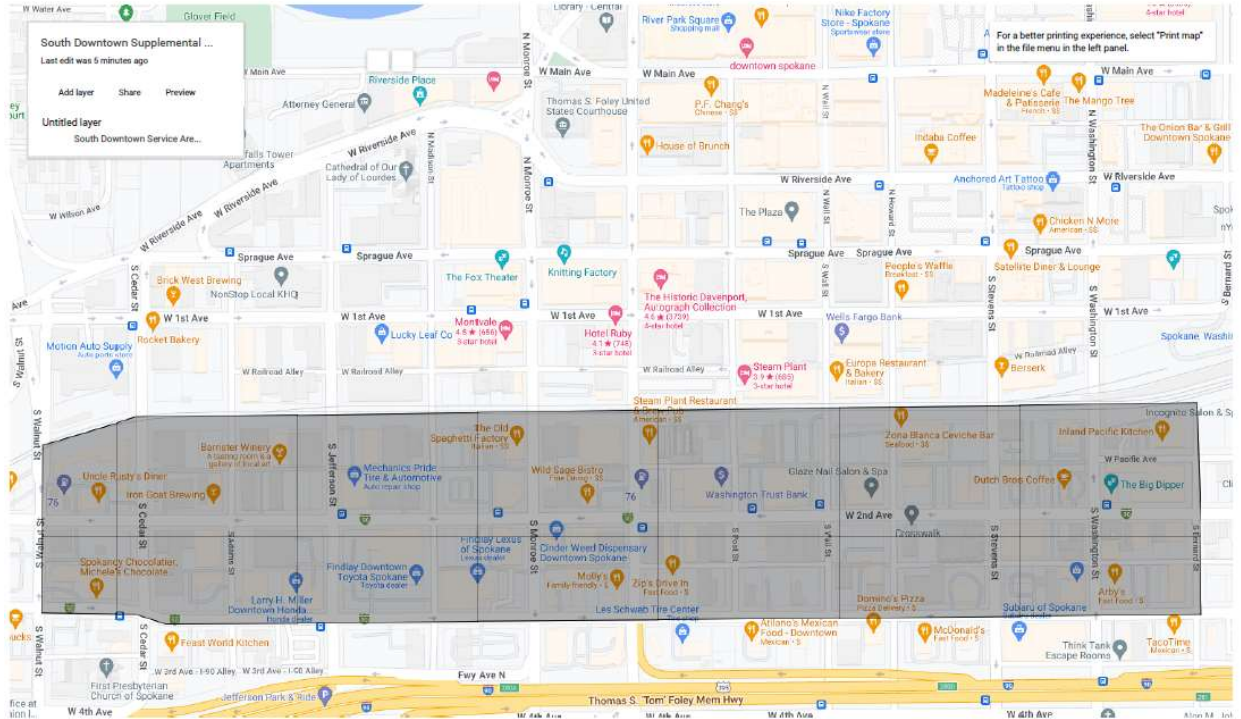
25. TITLE VI STATEMENT

The City of Spokane in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all Proposers that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit Proposals in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Public Law 88 - 352, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) (24 CFR Part 1). The Applicant must comply with the provisions of "Public Law 88 - 352," which refers to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.). The law provides that no person in the United States shall, on the grounds of race, color or national origin, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity receiving federal financial assistance.

ADDENDUM A: AMENDED CONTRACT SERVICE AREA

The area shaded in grey below shall receive supplemental services outlined in the amended contract. This area includes the east side of Walnut (only) from the BNSF viaduct to the south side of 3rd Avenue to the east side of Bernard Street (both sides of the street). All downtown BNSF viaducts from Walnut to Browne Street are included in this service area, cleaning frequency is dependent on clear rights-of-ways.





DOWNTOWN SPOKANE PARTNERSHIP

REQUEST FOR QUOTES: STRATEGIC POLICY DEVELOPMENT SERVICES

The Downtown Spokane Partnership (DSP) has initiated a Request for Quotes (RFQ) process to identify a qualified consultant to guide and execute an evaluation of the downtown housing market and a strategic policy development process to enhance the growth of its residential market. The DSP seeks a consultant with a deep understanding of urban housing development, housing policy and economics, and proven success in strategic planning.

Timeline:

RFQ Issued	August 5, 2024
Deadline for Responses	August 16, 2024
Contract Award/Notification	September 2024

Background

The DSP serves as the leading advocate for the creation of a dynamic, vibrant, livable and sustainable downtown as the basis of an economically healthy region. The DSP is a member-based, not-for-profit organization with more than 100 members, representing a variety of business sectors including real estate, banking/finance, law, transportation, insurance, communications, energy, and tourism. The DSP's members are committed to creating a vital and vibrant urban core for the second largest city in the State of Washington.

Downtown Spokane has seen major renewal beginning in the late 1990s with billions of dollars in public and private investment reversing the preceding two decades of decline in the regional urban core of Eastern Washington. Investments in hospitality, retail and entertainment have propelled growth in those sectors while downtown Spokane remained a major employment center. During the COVID-19 pandemic and in the years since, downtown Spokane's office market has declined considerably as vacancy rates have jumped back to all-time highs close to an estimated 20%. While destination and recreation experiences have excelled and the office market has declined, downtown's residential market has lagged in comparison to similar downtowns in the western US. Restoring a strong and vibrant downtown Spokane will require adequate housing supply alongside thriving retail, commercial and lifestyle amenities.

While recent advocacy by the DSP has supported progress in the implementation of new incentives, reduced regulations and fees, and more generally in educating policy makers on the need to maximize downtown's potential as a residential center, Spokane continues to desperately need more housing – in particular in its urban core. The DSP has taken a preeminent role in advocating for policies at the local and state level that foster residential growth in downtown and is now working with the City of Spokane to build policies and opportunities to create more places for people to live.

Deliverables

The DSP seeks a consultant to produce a downtown housing evaluation and action plan that includes:

1. **Current housing stock assessment:** Evaluate the current housing inventory and complete assessment of downtown's current housing by type and quantity based on a variety of



DOWNTOWN SPOKANE PARTNERSHIP

information sources including a recently updated housing inventory completed by the DSP with support of the City of Spokane.

2. **Development targets:** Assess housing gaps and determine missing quantity and ratio of housing – by type – downtown needs to develop to be a thriving urban district, with goals identified for the next 5, 10 and 15 years. This may include focus groups, workshops and/or 1-on-1 meetings where the DSP will support coordination.
3. **Action Plan:**
 - Assess economic and policy factors that are currently hindering residential development in downtown.
 - Identify and inventory useful incentives and specialty economic zones (state and federal historic tax credits, tax increment finance districts, new market tax credits, opportunity zones, etc) to foster further residential development.
 - Recommend opportunities to expand and/or enhance existing policies, repeal prohibitive policies and/or adopt new policies that can support achieving development targets.
 - Provide recommendations from case studies of similar downtowns that have maximized residential growth and sustained residential populations.
4. **Downtown amenities assessment:** Assess the residential population size and other demographic metrics (e.g. area median income) the study district needs to attract urban residential amenities to accelerate growth of residential attractiveness.
5. **Opportunity sites:** Identify, assess and prioritize the most viable candidate sites for new residential/mixed use development and conversion of office to residential.

Submission Requirements

Respondents should provide a brief description of your organization and experience doing this kind of work. Responses should be structured into deliverable and consider the specific activities, time and budget Includes:

- **Summary:** Provide a brief description of recommended approach, activities, including outcomes.
- **Scope of Work:** Include high-level approach and outline activities.
- **Timeline:** Include milestones and key deliverables, including outreach meetings and final presentations.
- **Budget:** Identify total cost, including labor and indirect expenses.
- **Additional Information:** Any other information deemed important, but not specifically required elsewhere.
- **Experience:** Include at least one relevant example of prior experience with reference contact.

Considerations

Work will begin upon selection of the consultant and completed by early 2025. Final deliverables should include a separate public-facing document and should consider mechanisms for staff and stakeholder involvement and deliverables that ensure ongoing monitoring and evaluation to measure progress and make adjustments based on changing conditions.

A review panel of the DSP Board's Housing and Strategic Development Committee will review all



DOWNTOWN SPOKANE

PARTNERSHIP

responses. In evaluating, the price will not be the sole factor. The review panel may consider any factors it deems necessary and proper, including but not limited to price, quality of service, response to this request, experience, staffing, and general reputation. Respondents with experience working with downtown associations and/or local government are preferred. The respondent shall not discriminate because of race, creed, color, religion, sex, criminal record older than seven years (other than convictions for crimes of dishonesty or sexual assault) or national origin, nor otherwise commit an unfair employment practice and shall make a good faith effort to utilize minority business enterprises and women-owned business enterprises. The DSP reserves the right to reject all quotes or portions thereof. All respondents will receive written notification of the the DSP's decision regarding their quote, and an announcement of the award will be posted on the DSP website.

Submission

Submit all questions and proposals by 5PM on Friday, August 16, 2024 in PDF format via email to:
Andrew Rolwes, Downtown Spokane Partnership

arolwes@downtownspokane.org

Questions

All questions should be submitted via email no later than 5PM on August 12 to Andrew Rolwes at arolwes@downtownspokane.org and Kevin Campbell at kcampbell@downtownspokane.org.



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 08/26/2024

Committee Agenda type: Consent

Date Rec'd 8/14/2024

Clerk's File # OPR 2024-0186

Cross Ref #

Project #

Council Meeting Date: 09/16/2024

Submitting Dept	CITY ATTORNEY	Bid #	
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Contact Name/Phone	MICHAEL 6237	Requisition #	CR26602
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Contact E-Mail	MPICCOLO@SPOKANECITY.ORG		
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Agenda Item Type	Contract Item		
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Council Sponsor(s)	MCATHCART	BWILKERSON	ZZAPPONE
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Agenda Item Name	0500 OUTSIDE COUNSEL CONTRACT AMENDMENT		
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Agenda Wording

Contract Amendment with Foster Garvey, Seattle, WA, for representation in the Estate of Harlan Douglass v. City of Spokane. This amendment will increase the contract by \$50,000 for a total contract amount of \$100,000.00.

Summary (Background)

The action before the Washington Growth Management Hearings Board challenges the amendments to the SMC that designated 29th Avenue as a pedestrian street. It also challenges decisions made by the planning department in reviewing Petitioners building application and permit. There is also a Land Use Petition Appeal in Superior Court involving the same parties and similar issues.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 50,000

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

Amount

Budget Account

Expense	\$ 50,000	# 0020-88100-18900-54105-99999
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	SCHOEDEL, ELIZABETH	<u>Additional Approvals</u>	
<u>Division Director</u>		<u>PURCHASING</u>	NECHANICKY, JASON
<u>Accounting Manager</u>	BUSTOS, KIM		
<u>Legal</u>	SZAMBELAN, TIMOTHY		
<u>For the Mayor</u>	PICCOLO, MIKE		

Distribution List

william.lenz@foster.com	lsmithson@spokanecity.org
ahaile@spokanecity.org	sdhansen@spokanecity.org
ywang@spokanecity.org	

Committee Agenda Sheet

Finance and Administration Committee Meeting

Submitting Department	Legal
Contact Name & Phone	Mike Piccolo
Contact Email	mpiccolo@spokanecity.org ; 625-6237
Council Sponsor(s)	<u>CM Cathcart, CP Wilkerson, CM Zappone</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Special Counsel Contract Amendment
Summary (Background)	<p>The City of Spokane has engaged the Foster Garvey law firm for representation in the Estate of Harlan Douglass v. City of Spokane. The action before the Washington Growth Management Hearings Board challenges the amendments to the SMC that designated 29th Avenue as a pedestrian street. It also challenges decisions made by the planning department in reviewing Petitioners building application and permit. There is also a Land Use Petition Appeal in Superior Court involving the same parties and similar issues.</p> <p>The proceeding before the Growth Management Hearings Board is currently on hold as the parties pursue resolution to the litigation. Outside counsel has been instrumental in advising the City Planning Department and representing the City in the matter.</p> <p>This amendment will increase the contract by \$50,000 for a total contract amount of \$100,000.00</p>
Proposed Council Action & Date:	Committee review on August 26, 2024 with Council Approval on September 16, 2024
Fiscal Impact: Total Cost: <u>\$50,000.00</u> Approved in current year budget? 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: City Risk Fund Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
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?

N/A



City of Spokane
CONTRACT AMENDMENT
OUTSIDE COUNSEL

THIS CONTRACT AMENDMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), **FOSTER GARVEY**, whose address is 1111 Third Avenue, Suite 3000, Seattle, Washington 98101, as ("Firm"), individually a "party", and together referenced as the "parties".

WHEREAS, the parties entered into a Contract wherein the Firm agreed to act as Outside Counsel regarding the matter of The Estate of Harlan Douglass v. City of Spokane, et. al., Spokane County Superior Court, and

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 Contract dated March 1, 2024, and March 3, 2024, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on July 1, 2024.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00)**, for everything furnished and done under this Contract Amendment. The total amount under the original contract, all previous amendments and this Amendment is **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)**.

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.

FOSTER GARVEY

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:

Committee: Finance & Administration **Date:** 08/26/2024

Committee Agenda type: Consent

Date Rec'd 8/14/2024

Clerk's File # OPR 2024-0775

Cross Ref # ORD C35970

Project #

Council Meeting Date: 09/16/2024

Submitting Dept	COMMUNICATIONS & MARKETING	Bid #	C35970
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Contact Name/Phone	TIM OTT 625-6355	Requisition #	CR26604
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Contact E-Mail	TOTT@SPOKANECITY.ORG		
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Agenda Item Type	Contract Item		
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Council Sponsor(s)	MCATHCART BWILKERSON ZZAPPONE		
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Agenda Item Name	0330 - KSPS PEG REIMBURSEMENT CONTRACT		
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Agenda Wording

Contract with Friends of KSPS (Spokane, WA) for reimbursement of capital equipment purchases related to PEG video production and distribution. From 01/01/2024 to 12/31/2024 for the amount of \$69,212.67, including sales tax.

Summary (Background)

The City of Spokane designates KSPS as the administrator of Comcast PEG funds under Section 19 subsection (b) of the City's Cable Franchise. KSPS prioritizes the Capital Equipment needs of the Comcast PEG Education channels, then relays those requests on to the City for funding. This contract enables the City to reimburse KSPS for capital equipment purchases related to PEG video production and distribution.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost	\$ 69,212.67
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Current Year Cost	\$ 69,212.67
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Subsequent Year(s) Cost	\$
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Narrative

The 2024 equipment expense list is \$63,497.28 before sales tax. The total of \$69,212.67 includes sales tax at 9.01%.

Amount

Budget Account

Expense	\$ 69,212.67	# 1940-37330-18900-54201-99999
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#

Committee Agenda Sheet

Finance Committee

Submitting Department	Communications/PEG Funds
Date:	8/13/24
Contact Name	Tim Ott
Contact Email & Phone	tott@spokanecity.org - ext. 6355
Council Sponsor(s)	
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	KSPS PEG Reimbursement Contract
Summary (Background)	<p>The City of Spokane designates KSPS as the administrator of Comcast PEG funds under Section 19 subsection (b) of the City's Cable Franchise. KSPS prioritizes the Capital Equipment needs of the Comcast PEG Education channels, then relays those requests on to the City for funding.</p> <p>This contract enables the City to reimburse KSPS for capital equipment purchases related to PEG video production and distribution.</p>
Proposed Council Action & Date:	Approval of this contract to fulfill Comcast Cable Franchise Requirements under section 19 "Community Programming".
<p>Fiscal Impact: Total Cost: <u>\$69,212.67</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 checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source:</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impacts	
<p>What impacts would the proposal have on historically excluded communities?</p> <p>As part of the Franchise, the City Contracts with KSPS to distribute PEG programming to Comcast for delivery of the community and educational access programming.</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?</p> <p>The recently adopted cable franchise requires Comcast Cable to provide educational access programming to be carried on the basic cable tier which is the most affordable tier of cable television.</p>	
<p>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?</p> <p>There is currently no way to obtain PEG channel data on Comcast customers.</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?

This reimbursement contract fulfills Section 19 of the Comcast Cable Franchise adopted in the fall of 2021 in regard to Educational programming.



Contract
PEG C.A.B.L.E. CHANNEL DISTRIBUTION

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **FRIENDS OF KSPS**, whose address is 3911 South Regal Street, Spokane, Washington 99223 as ("KSPS"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the City has obtained certain channel resources and capital financing as a result of a Franchise renewal, C35970, with the local Cable Operator, Comcast Cable Communications Management, LLC, ("Comcast"); and

*WHEREAS, the Franchise documents include the Franchise Ordinance itself which is attached hereto as **Exhibit B** and incorporated herein; and*

WHEREAS, KSPS has agreed to provide PEG C.A.B.L.E. Channel Distribution for Public Education Television; and

WHEREAS, KSPS is the established master control provider for PEG access channels.

The parties agree as follows:

1. DESIGNATION OF KSPS AS CHANNEL MANAGER.

The City designates KSPS as Channel Manager of the channel reserved in the Comcast Franchise. This designation terminates if the Comcast Franchise Agreement terminates or expires. The designation is in the nature of a quitclaim authorization, to the extent of the City's power and authority to make such designation, without any promises or warranties. This section and Section 2 comprise the entire obligations of the City under this Agreement, notwithstanding any other provision.

2. 2024 CAPITAL FUNDING. Subject to applicable Franchise requirements as provided in the cable franchise between the City and the Comcast Cable Company (C35970) for PEG Fee source expenditures, the City agrees to pay KSPS from the "PEG Fee" resource identified in Section 19 J of the franchise, a grant up to **SIXTY-NINE THOUSAND TWO HUNDRED TWELVE AND 67/100 DOLLARS (\$69,212.67)** for capital expenditures for the calendar year 2024. Future grant funding at this value is not a guarantee, and is subject to change on a yearly basis.

A. KSPS agrees to continue to present community programming on the cable channel designated for this purpose and represents to the City that it has adequate

operational funding and other resources necessary to accomplish this function;
and

- B. KSPS understands its obligation to be sure that all expenditures of PEG fee grant monies are consistent with any Comcast franchise restrictions for use of said monies. KSPS shall furnish the City with reasonable proof, upon request, that its use meets cable franchise requirements. In the event KSPS cannot do so to City's satisfaction, KSPS is responsible to reimburse the City any reduction in PEG funding obligations by Comcast under Section 19. KSPS further agrees to indemnify and hold harmless the City from any other loss or liability for failure to the City from failure to satisfy Comcast; and
- C. This is a grant from PEG fee resources only. Under no circumstances shall the City be independently liable to KSPS for payment of any sums under this agreement, directly or indirectly by way of reduction of other monies due and payable by Comcast.

3. FUNDING APPROVAL. PEG funds and expenses will be approved upon submission of expense receipts to the City.

4. TERM/NOTICES

- A. The Agreement takes effect January 1, 2024, and expires December 31, 2024; PROVIDED:
 - i. It automatically expires if the current Comcast Franchise expires or is otherwise terminated or substantially modified for any reason unless extended in writing by the City.
 - ii. It may be terminated without any requirement of showing cause by either party, upon sixty (60) days written notice; PROVIDED the City may terminate the Agreement upon a lesser notice period if it reasonably determines that it is exposed to any loss or liability because of continuation of the Agreement,
- B. Notices shall be given:
 - i. To the City: Attention: City Administrator, 808 W. Spokane Falls Blvd., Spokane WA 99201.
 - ii. To KSPS: Attention: General Manager, 3911 South Regal Street, Spokane, Washington 99223.

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

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. KSPS 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.

KSPS 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 KSPS's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Firm 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 KSPS'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 KSPS, its agents or employees. KSPS specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by KSPS's own employees against the City and, solely for the purpose of this indemnification and defense, KSPS specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. KSPS 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, KSPS 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 Title 48 RCW:

- 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 KSPS's services to be provided under this Agreement;
 - i. Acceptable supplementary Umbrella coverage in combination with Commercial General Liability policy shall be a minimum of \$2M in order to meet the minimum insurance coverages required under this contract; and

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

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 KSPS or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, KSPS 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 Firm's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. KSPS shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

9. DEBARMENT AND SUSPENSION.

KSPS 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.

10. AUDIT.

KSPS 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. KSPS 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.

11. ASSIGNMENT AND SUBCONTRACTING.

KSPS 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 KSPS shall incorporate by reference this Agreement, except as otherwise provided. KSPS 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 KSPS from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

12. 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 KSPS for all work previously authorized and performed prior to the termination date.

13. STANDARD OF PERFORMANCE.

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

14. 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 KSPS shall be safeguarded by KSPS. KSPS shall make such data, documents and files available to the City upon the City's request. If the City's use of KSPS's records or data is not related to this project, it shall be without liability or legal exposure to KSPS.

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).

15. 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.

16. 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. KSPS, 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, KSPS 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 KSPS after the time the same shall have become due nor payment to KSPS 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 KSPS. 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.

FRIENDS OF KSPS

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 – Franchise Ordinance C35970

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)



OPR 2023-0063

OPR 2023-0393

FRIEOFK-01

KBLAKE1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/23/2023

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).

PRODUCER
Hub International Northwest LLC
PO Box 3144
Spokane, WA 99220

CONTACT NAME: **Ann Weber**
PHONE (A/C, No, Ext): **(509) 462-7866** FAX (A/C, No):
E-MAIL ADDRESS: **ann.weber@hubinternational.com**

RECEIVED

AUG 25 2023

CITY CLERK'S OFFICE

INSURED
Friends of KSPS
3911 S Regal
Spokane, WA 99223

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Hanover Insurance Company	22292
INSURER B :	Allmerica Financial Benefit Insurance Company	41840
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		ZH2H029562	9/1/2023	9/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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 WA Stop Gap \$ 1,000,000
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 type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			AW2H029585	9/1/2023	9/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			UH2H02998804	9/1/2023	9/1/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ PER STATUTE OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
A	<input checked="" type="checkbox"/> E&O/Prof Liab			LH2A72460907	9/1/2023	9/1/2024	Prof Liab \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Spokane, its officers and employees are Additional Insured per the attached form.

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

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 Insured 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

1.	Additional Insured – Broad Form Vendors	Included
2.	Aggregate Limit per Location	Included
3.	Alienated Premises	Included
4.	Broad Form Named Insured	Included
5.	Extended Property Damage	Included
6.	Incidental Malpractice (Employed nurses, EMT's & paramedics)	Included
7.	Mobile Equipment Redefined	Included
8.	Personal Injury – Broad Form	Included
9.	Product Recall Expense	
	- Product Recall Expense Each Occurrence Limit	\$25,000
	- Product Recall Expense Aggregate Limit	\$50,000
	- Product Recall Deductible	\$500
10.	Property Damage Legal Liability – Broad Form	
	- Fire, Lightning, Explosion, Smoke and Leakage from Fire Protective Systems Damage Limit	\$1,000,000

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

1. Additional Insured – Broad Form Vendors

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

Additional Insured – Broad Form Vendors

- a. Any person or organization that is a vendor with whom you agreed in a written contract or written agreement to include as an additional insured under this Coverage Part is an insured, but only with respect to liability for “bodily injury” or “property damage” arising out of “your products” which are distributed or sold in the regular course of the vendor’s business.
- b. The insurance afforded to such vendor described above:
 - (1) Only applies to the extent permitted by law;
 - (2) Will not be broader than the insurance which you are required by the contract or agreement to provide for such vendor;
 - (3) Will not be broader than coverage provided to any other insured; and

- (4) 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. With respect to insurance afforded to such vendors, the following additional exclusions apply:

The insurance afforded to the vendor does not apply to:

- (1) “Bodily injury” or “property damage” for which the vendor is obligated to pay damages by reasons of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;
- (2) Any express warranty unauthorized by you;
- (3) Any physical or chemical change in the product made intentionally by the vendor;
- (4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration,

testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;

- (5) Any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product;
 - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;
 - (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (a) The exceptions contained within the exclusion in subparagraphs (4) or (6) above; or
 - (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
 - (9) "Bodily injury" or "property damage" arising out of an "occurrence" that took place before you have signed the contract or agreement with the vendor.
 - (10) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
 - (11) Any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- d. With respect to the insurance afforded to these vendors, the following is added to **SECTION III – LIMITS OF INSURANCE:**
- The most we will pay on behalf of the vendor for a covered claim is the lesser of the amount of insurance:
1. Required by the contract or agreement 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. Aggregate Limit Per Location

- a. **SECTION III – LIMITS OF INSURANCE**, the General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.
- b. For purpose of this coverage only, the following is added to **SECTION V – DEFINITIONS:**

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

3. Alienated Premises

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

- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

4. Broad Form Named Insured

If you are designated in the Declarations as anything other than an individual, then any organization:

- a. Over which you maintained a combined ownership interest of more than 50% on the effective date of this policy;
- b. That is not a partnership, joint venture or limited liability company; and
- c. That is not excluded by any endorsement to this policy, will qualify as a Named Insured if there is no other similar insurance available to that organization, or that would be available but for exhaustion of its limits.

Any such organization will cease to qualify as a Named Insured as of the date during the policy period when the combined ownership interest of the Named Insureds in the organization equals or falls below 50%.

5. Extended Property Damage

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

a. Expected Or Intended Injury

Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

6. Incidental Malpractice – Employed Nurses, EMT's and Paramedics

SECTION II – WHO IS AN INSURED, paragraph **2.a.(1)(d)** does not apply to a nurse, emergency medical technician or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.

7. Mobile Equipment Redefined

SECTION V – DEFINITIONS, Definition **12**. "Mobile Equipment", paragraph **f.(1)** does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

8. Personal Injury – Broad Form

a. SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, Paragraph **2. Exclusions**, subparagraph **e.** is deleted.

b. SECTION V – DEFINITIONS, Definition **14**, "Personal and advertising injury" subparagraph **b.** is replaced by the following:

b. Malicious prosecution or abuse of process.

c. The following is added to **SECTION V – DEFINITIONS**, Definition **14**. "Personal and advertising injury":

"Discrimination" (unless insurance thereof is prohibited by law) that results in injury to the feelings or reputation of a natural person, but only if such "discrimination" is:

(1) Not done intentionally by or at the direction of:

(a) The insured;

(b) Any officer of the corporation, director, stockholder, partner or member of the insured; and

(2) Not directly or indirectly related to an "employee", not to the employment, prospective employment or termination of any person or persons by an insured.

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

"Discrimination" means the unlawful treatment of individuals based upon race, color, ethnic origin, gender, religion, age, or sexual preference. "Discrimination" does not

include the unlawful treatment of individuals based upon developmental, physical, cognitive, mental, sensory or emotional impairment or any combination of these.

e. This coverage does not apply if **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** is excluded either by the provisions of the Coverage Form or by endorsement.

9. Product Recall Expense

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

n. Recall of Products, Work or Impaired Property

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

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it, but this exclusion does not apply to "product recall expenses" that you incur for the "covered recall" of "your product".

However, this exception to the exclusion does not apply to "product recall expenses" resulting solely from:

(4) Failure of any products to accomplish their intended purpose;

(5) Breach of warranties of fitness, quality, durability or performance;

(6) Loss of customer approval, or any cost incurred to regain customer approval;

(7) Redistribution or replacement of "your product" which has been recalled by like products or substitutes;

(8) Caprice or whim of the insured;

(9) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance;

(10) Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials;

(11) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.

- b. The following is added to **SECTION II – WHO IS AN INSURED**, Paragraph 3.

COVERAGE A does not apply to "product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.

- c. For the purposes of this endorsement only, the following is added to **SECTION III – LIMITS OF INSURANCE**:

Product Recall Expense Limits of Insurance

- a. The Limits of Insurance shown in the SUMMARY OF COVERAGES of this endorsement and rules stated below fix the most we will pay under this Product Recall Expense Coverage regardless of the number of:

(1) Insureds:

(2) "Covered Recalls" initiated: or

(3) Number of "your products" withdrawn.

- b. The Product Recall Expense Aggregate Limit is the most we will reimburse you for the sum of all "product recall expenses" incurred for all "covered recalls" initiated during the policy period.

- c. The Product Recall Expense Each Occurrence Limit is the most we will pay in connection with any one defect or deficiency.

- d. All "product recall expenses" in connection with substantially the same general harmful condition will be deemed to arise out of the same defect or deficiency and considered one "occurrence".

- e. Any amount reimbursed for "product recall expenses" in connection with any one "occurrence" will reduce the amount of the Product Recall Expense Aggregate Limit available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

- f. If the Product Recall Expense Aggregate Limit has been reduced by reimbursement of "product recall

expenses" to an amount that is less than the Product Recall Expense Each Occurrence Limit, the remaining Product Recall Expense Aggregate Limit is the most that will be available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

- g. **Product Recall Deductible**

We will only pay for the amount of "product recall expenses" which are in excess of the \$500 Product Recall Deductible. The Product Recall Deductible applies separately to each "covered recall". The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount, if applicable. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

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

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

You must take the following actions in the event of an actual or anticipated "covered recall" that may result in "product recall expense":

- (1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled, including a description of "your product" and the reason for the withdrawal or recall; and

- (2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance.

- e. The following definitions are added to **SECTION V – DEFINITIONS**:

"Covered recall," means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".

"Product recall expense" means:

- a. Necessary and reasonable expenses for:
- (1) Communications, including radio or television announcements or printed advertisements including stationery, envelopes and postage;
 - (2) Shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;
 - (3) Remuneration paid to your regular "employees" for necessary overtime;
 - (4) Hiring additional persons, other than your regular "employees";
 - (5) Expenses incurred by "employees" including transportation and accommodations;
 - (6) Expenses to rent additional warehouse or storage space;
 - (7) Disposal of "your product", but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal;

You incur exclusively for the purpose of recalling "your product"; and

- b. Your lost profit resulting from such "covered recall".

- f. This Product Recall Expense Coverage does not apply:

- (1) If the "products – completed operations hazard" is excluded from coverage under this Coverage Part including any endorsement thereto; or
- (2) To "product recall expense" arising out of any of "your products" that are otherwise excluded from coverage under this Coverage Part including endorsements thereto.

10. Property Damage Legal Liability – Broad Form

- a. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, the last paragraph (after the exclusions) is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from fire protective systems to premises while rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

- b. **SECTION III – LIMITS OF INSURANCE**, Paragraph 6. is replaced by the following:

6. Subject to Paragraph 5. above, The Damage to Premises Rented to You Limit is the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises from fire, lightning, explosion, smoke and leakage from fire protective systems to premises, while rented to you or temporarily occupied by you with permission of the owner.

The Damage to Premises Rented to You Limit is the higher of:

- a. \$1,000,000; or
- b. The Damage to Premises Rented to You Limit shown in the Declarations.

This limit will apply to all damage caused by the same event, whether such damage results from fire, lightning, explosion, smoke, leakage from fire protective systems or any combination of any of these.

- c. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other Insurance**, subparagraph b. **Excess Insurance**, item (a)(ii) is replaced by the following:

(ii) That is fire, lightning, explosion, smoke or leakage from fire protective systems insurance for premises rented to you or temporarily occupied by you with permission of the owner; or

- d. **SECTION V – DEFINITIONS**, Definition 9. "Insured contract", Paragraph a. is replaced by the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke or leakage from fire protective systems to

premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

- e. This coverage does not apply if Damage to Premises Rented to You is excluded either by the provisions of the Coverage Part or by endorsement.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.



< Business Lookup

License Information:

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

Entity name: FRIENDS OF KSPS

Business name: FRIENDS OF SEVEN

Entity type: Nonprofit Corporation

UBI #: 600-089-472

Business ID: 001

Location ID: 0001

Location: Active

Location address: 3911 S REGAL ST
SPOKANE WA 99223-7721

Mailing address: 3911 S REGAL ST
SPOKANE WA 99223-7721

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
Minor Work Permit				Active	Jun-30-2025	Jan-27-2023
Spokane Nonprofit Business				Active	Jun-30-2025	Aug-19-2015

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

Governing people	Title
FRIENDS OF KSPS	
STOKES, GARY	

Registered Trade Names

Registered trade names	Status	First issued
KSPS PBS	Active	Jun-07-2023



The Business Lookup information is updated nightly. Search date and time: 8/12/2024 11:13:53 AM

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KSPS 2024 PEG CAPITAL EQUIPME

Project

Item Description

Qty

--	--

NT EXPENSE LIST (25650)

Item Price	Extended Price	Project Subtotal



Subtotal
Sales Tax
Project Total

KSPS 2024 PEG CAPITAL EQUIPMENT EXPENSE LIST (25650

Group #	Project	Item Description	Qty	Item Price	Ext Price
1	District 81 Equipment Request	Sony PXW-Z150 4K XDCAM Camcorder	1.00	\$5,000.00	\$5,000.00
2	Replace XDCAM Deck in MC	Sony PMW-RX50 Rec/Player	1.00	\$4,000.00	\$4,000.00
		Sony 64GB SxS-1 G1C Series Memory Card (2-Pack)	2.00	\$530.00	\$1,060.00
3	Remote Gear	UltraSync One RF Timecode Sync/ AtomX Sync /Ninja V	3.00	\$247.00	\$741.00
		KVM Switch HDMI 16 Port 4K	1.00	\$245.00	\$245.00
		Field Monitoring Converter	1.00	\$320.00	\$320.00
		Atomos Connect network Wireless & SDI Expansion	2.00	\$85.14	\$170.28
		VITC to LITC Converter	1.00	\$320.00	\$320.00
		Matthews Slider / Light support stand	2.00	\$300.00	\$600.00
		Pro-Aim motorized pan/tilt head	1.00	\$1,100.00	\$1,100.00
4	3 Laptops with built-in network ports	2 built in port/RAM/Video cards/HDMI/displays to monitor 3 or 4 streams 1080 & 4K	3.00	\$900.00	\$2,700.00
	Production				
1	FIELD CAMERA with Lens and Support	SONY FX-9 CAMERA / FE4/PZ 28-135 G OSS LENS	1.00	\$12,200.00	\$12,200.00
		SONY FE 2.8 70-200 GM OSS lens	1.00	\$2,800.00	\$2,800.00
		SONY FE 2.8 12-24 GM lens	1.00	\$2,800.00	\$2,800.00
		Sachtler aktiv8T flowtech75 GS Tripod System	1.00	\$3,200.00	\$3,200.00
		Nanuk 918 lense case	1.00	\$170.00	\$170.00
		Arco V55G Rolling Camcorder Bag	1.00	\$300.00	\$300.00
		Aputure MC 4-Light Travel Kit with charging case	1.00	\$433.00	\$433.00
		Kessler Quick-Release mounting system	1.00	\$190.00	\$190.00
2	Audio Equip	Zoom F8N Pro recorder	1.00	\$930.00	\$930.00
		Sennheiser Wireless mic system	1.00	\$900.00	\$900.00
		Sennheiser MKE 6000 Shotgun microphone with kit	1.00	\$796.00	\$796.00
		Yamaha HS8 Studio monitor speakers	2.00	\$300.00	\$600.00

3	DSLR Accessories	DJI RS 3 Pro Gimbal	1.00	\$1,120.00	\$1,120.00
		SIRUI P-42FS carbon fiber monopod with VH-10 head	2.00	\$230.00	\$460.00
		RODE on-camera microphone	1.00	\$240.00	\$240.00
		Pelican Hard Case	1.00	\$260.00	\$260.00
4	PTZ camera	SONY PRC-X1000	2.00	\$9,000.00	\$18,000.00
		Datavideo travel case for PTZ	1.00	\$292.00	\$292.00
5	Control Room Monitors	Dell UltraSharp	2.00	\$775.00	\$1,550.00

))

Project Subtotal

\$5,000.00

\$5,060.00

\$70,000.00 Budget Approved

\$3,496.28

\$63,497.28 Sub Total

\$5,715.39 Sales Tax

9.01%

\$69,212.67 Project Total

\$787.33 Budget Remaining

\$2,700.00

\$22,093.00

\$3,226.00

\$2,080.00
\$18,292.00
\$1,550.00



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 08/26/2024

Committee Agenda type: Consent

Date Rec'd 8/16/2024

Clerk's File # OPR 2024-0776

Cross Ref #

Project #

Council Meeting Date: 09/16/2024

Submitting Dept	RISK MANAGEMENT	Bid #	RFP 6042-24
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Contact Name/Phone	SCOTT JORDAN 625-6223	Requisition #	MASTER
---------------------------	-----------------------	----------------------	--------

Contact E-Mail	SJSORDAN@SPOKANECITY.ORG		
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Agenda Item Type	Contract Item		
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Council Sponsor(s)	MCATHCART	BWILKERSON	ZZAPPONE
---------------------------	-----------	------------	----------

Agenda Item Name	5800-COMMERCIAL DRIVER'S LICENSE TRAINING PROVIDER SERVICES MASTER		
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Agenda Wording

Contract with Drive509 (Spokane Valley, WA) for Commercial Driver's License Training Services for various City departments. From 09/16/2024 through 09/15/2027 for the amount of \$434,480.00 plus applicable tax.

Summary (Background)

The City's operations require some employees to possess a valid CDL. Frequently, departments will hire otherwise qualified applicants on the condition of obtaining a CDL within a specific period of time. Other times a CDL, or upgrade of a current CDL, is a requirement to be eligible for promoted positions.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost	\$ 436,480
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Current Year Cost	\$ 115,590
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Subsequent Year(s) Cost	\$ 320,890
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Narrative

The funding for this is accounted for in the annual budgets of the affected departments that require CDL-holding employees

Amount

Budget Account

Expense	\$ 115,590	# VARIOUS
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Expense	\$ 320,890	# VARIOUS
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Select	\$	#
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Select	\$	#
--------	----	---

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

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



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	JORDAN, SCOTT
<u>Division Director</u>	STRATTON, JESSICA
<u>Accounting Manager</u>	BUSTOS, KIM
<u>Legal</u>	SZAMBELAN, TIMOTHY
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>PURCHASING</u>	NECHANICKY, JASON

Distribution List

Angela Boudreau at angela@drive509.com	sjsordan@spokanecity.org
mlowmaster@spokanecity.org	ablack@spokanecity.org
ddaniels@spokanecity.org	dturin@spokanecity.org

Committee Briefing Paper

Finance & Administration Committee

Committee Date	Aug 26, 2024
Submitting Department	Risk Management
Contact Name	Scott Jordan
Contact Email & Phone	Scott Jordan <jsjordan@spokanecity.org>
Council Sponsor(s)	Cathcart, Wilkerson, Zappone
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 5 min
Agenda Item Name	Commercial Driver's License Training Provider Services Master Contract
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Seeking approval to contract Commercial Driver's License (CDL) training with Drive509 for a three-year (3) contract with two (2) one-year (1) options to renew.</p> <p>The City's operations require some employees to possess a valid CDL. Frequently, departments will hire otherwise qualified applicants on the condition of obtaining a CDL within a specific period of time. Other times a CDL, or upgrade of a current CDL, is a requirement to be eligible for promoted positions.</p> <p>The required training to obtain a new or upgraded CDL must meet requirements set by the US Dept. of Transportation (USDOT), Federal Motor Carrier Safety Administration (FMCSA), as well as the Washington Departments of Transportation (WADOT) and Licensing (WADOL).</p> <p>This meets all requirements and ensures the City is deploying the safest drivers while also meeting operational needs. The services provided by Drive509 will meet all federal and state requirements to facilitate the training and testing needed for employees to successfully obtain an unrestricted new or upgraded Class of CDL with the necessary endorsements required for their job duties or promotions.</p>
Fiscal Impact Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$436,480</u> Current year cost: \$115,590 Subsequent year(s) cost: \$320,890	
Narrative: <u>The funding for this is accounted for in the annual budgets of the affected departments that require CDL-holding employees.</u>	

Funding Source One-time Recurring N/A

Specify funding source: Select Funding Source*

Is this funding source sustainable for future years, months, etc.? Yes. Departments consistently plan this expenditure based on projected operational needs and staffing.

Expense Occurrence One-time Recurring N/A

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

Operations Impacts (If N/A, please give a brief description as to why)

- 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?

Although operations require CDL-holding employees, many departments must hire candidates with the condition of obtaining a CDL within a certain period of time, or current employees must obtain a CDL to promote. Currently, the City does not have the capability or capacity to develop and implement in-house training for all departments that would meet federal and state requirements to facilitate obtaining a CDL. Therefore, this service must be contracted.

The Risk Department personnel overseeing the contract will monitor the successful outcomes of employees receiving the required training and address any issues as they arise.

- 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?
CFRs & WAC & RCWs

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not. N/A



City of Spokane

MASTER PERSONAL SERVICE AGREEMENT

Title: **COMMERCIAL DRIVER'S LICENSE
(CDL) TRAINING SERVICES**

This Master Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **CDL SOLUTIONS LLC, dba DRIVE509**, whose address is 3620 North Eden Road, Spokane Valley, Washington 99206 as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. PERFORMANCE.

Drive509 will provide Commercial Driver's License Training Services for various City departments. Services will be provided on an as needed basis upon request and in accordance with the minimum state (WA and ID) and federal requirements (WAC 308-100-033, 49CFR 383, FMCSA ELDT), pricing, terms, and conditions in Request for Proposals #6042-24 titled "Citywide Commercial Driving License Training Services", and Drive509's Response to RFP and Pricing Schedule, attached as Exhibit B. This is an optional use master contract for various departments with no guarantee of usage. The City reserves the right to contract with other vendors providing similar products and services during the contract term. In the event of a discrepancy between the documents this City Contract controls.:

2. TERM OF AGREEMENT.

Contract begins September 16, 2024, and runs through September 15, 2027, unless amended by written agreement or terminated earlier under the provisions. This agreement is renewable upon mutual agreement for two (2) additional consecutive years.

3. COMPENSATION / PAYMENT.

Total compensation for this period maximum amount not to exceed **FOUR HUNDRED THIRTY-SIX THOUSAND FOUR HUNDRED EIGHTY AND NO/100 DOLLARS (\$436,480.00)**, based on unit pricing schedule. Payment shall only be made for services requested and provided plus any applicable tax. This is the maximum amount to be paid under this Agreement for the work described in Exhibit B and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

Fees for prerequisite requirements prior to the first day of scheduled training including the Written Test, Permit, Driving Abstract, Commercial Driver's License with necessary endorsement are the financial responsibility of the employee receiving training until the employee obtains the applicable commercial driver's license.

Fees for prerequisite DOT Medical Exam and DOT drug test prior to the first day of scheduled class are the financial responsibility of the City to be conducted by the City's contracted vendor and invoiced to the City.

The Company shall submit its invoice for payment to the CDL Coordinator via the Risk Management's CDL Inbox at eracdlc@spokanecity.org as well as the applicable department contact. Payment will be made via direct deposit/ACH within thirty (30) days after receipt of the Company's application except as provided by state law. A completed ACH application is required before a City Order will be issued.

If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

4. TAXES, FEES AND LICENSES.

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. 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 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 coverage in combination with Commercial General Liability policy shall be a minimum of \$2M in order to meet the minimum insurance coverages required under this contract; and;

A. 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 of 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.

CDL SOLUTIONS LLC, dba DRIVE509

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 – Scope of Services

24-154a

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

CERTIFICATE OF LIABILITY INSURANCE

Date: August 16, 2024

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).

PRODUCER Basin Insurance Associates, Inc. - Moses Lake P.O. Box 940 Moses Lake, WA 98837	CONTACT NAME: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">PHONE (A/C, No. Ext):</td> <td style="width: 30%;">FAX (A/C, No):</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS:</td> </tr> <tr> <td colspan="2">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td colspan="2">INSURER A: Underwriters at Lloyd's - London</td> </tr> <tr> <td colspan="2">INSURER B:</td> </tr> <tr> <td colspan="2">INSURER C:</td> </tr> <tr> <td colspan="2">INSURER D:</td> </tr> <tr> <td colspan="2">INSURER E:</td> </tr> <tr> <td colspan="2">INSURER F:</td> </tr> </table>	PHONE (A/C, No. Ext):	FAX (A/C, No):	E-MAIL ADDRESS:		INSURER(S) AFFORDING COVERAGE		INSURER A: Underwriters at Lloyd's - London		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
PHONE (A/C, No. Ext):	FAX (A/C, No):																		
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INSURER A: Underwriters at Lloyd's - London																			
INSURER B:																			
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INSURER D:																			
INSURER E:																			
INSURER F:																			
INSURED Drive509 3620 N. Eden Rd Spokane, WA 99216	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A: Underwriters at Lloyd's - London</td> <td style="width: 20%;">NAIC #</td> </tr> <tr> <td></td> <td>10001</td> </tr> </table>	INSURER A: Underwriters at Lloyd's - London	NAIC #		10001														
INSURER A: Underwriters at Lloyd's - London	NAIC #																		
	10001																		

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 NSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY ___ CLAIMS MADE ___ OCCURRENCE _____ GEN AGG LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY ___ PROJECT ___ LOCATION				8/12/2024		EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) MED PAY (any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG
	AUTOMOBILE LIABILITY ___ ANY AUTO ___ ALL OWNED AUTOS ___ SCHEDULED AUTOS ___ HIRED AUTOS ___ NON-OWNED AUTOS _____						COMBINED SINGLE LIMIT (Each Accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	___ UMBRELLA LIAB ___ OCCUR ___ EXCESS LIAB ___ CLAIMS-MADE ___ DED ___ RETENTION \$						EACH OCCURRENCE AGGREGATE
A	PROFESSIONAL LIABILITY	Y		5471914 24	8/12/2024	8/12/2025	EACH CLAIM LIMIT \$1,000,000 AGGREGATE \$1,000,000

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

CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED

CERTIFICATE HOLDER THE 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: COCHRANE & COMPANY, A DIVISION OF COCHRANE AGENCY INC
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/7/2024

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

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

PRODUCER: Basin Pacific Insurance & Benefits, 1423 N Molter Rd, #628, Liberty Lake, WA 99019. CONTACT NAME: Kristin Schimmels, PHONE: (509) 981-6168, FAX: (509) 473-9643, E-MAIL ADDRESS: kschimmels@basinpacific.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Ohio Security Insurance Co, NAIC #: 24082. INSURED: CDL Solutions LLC, 3620 N Eden Rd, Spokane Valley, WA 99216.

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes Commercial General Liability, Automobile Liability, Umbrella Liab, Excess Liab, Workers Compensation and Employers' Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) The City of Spokane, its officers and employees are named as Additional Insureds with respect to services provided under this Agreement. 60 day notice of cancellation, deduction or retention level.

CERTIFICATE HOLDER: The 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: [Signature]

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/06/2024 3:58 PM

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).

PRODUCER BASIN INSURANCE ASSOCIATES 1010 S PIONEER WAY #C MOSES LAKE, WA 98837	CONTACT NAME: Cochrane & Company, A Division of Cochrane PHONE (A/C. No. Ext): Agency 5098380655 FAC (A/C. No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE: NAIC #
INSURED CDL SOLUTIONS LLC DBA: DRIVE509 3620 N EDEN RD SPOKANE VALLEY, WA 99216	INSURER A: NATIONAL INDEMNITY COMPANY 20087 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER: 607,425** **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
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-J ECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE AUTHORITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		Y	70APS113724	09/02/2023 12:01 AM	09/02/2024 12:01 AM	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per Person) \$ N/A BODILY INJURY (Per accident) \$ N/A PROPERTY DAMAGE (Per accident) \$ N/A
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS OTH-ER E. L. EACH ACCIDENT \$ E. L. DISEASE - EA EMPLOYEE \$ E. L. DISEASE - POLICY LIMIT \$
							\$
							\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate Holder is named as Additional Insured on this policy.
Vehicle Schedule: see attached

CERTIFICATE HOLDER THE 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
--	--

Vehicle Schedule

Year, Make, Model, VIN	Collision	Comp or Spec. Caus.	Stated Amount	Phys. Dam. Deductible	In-Tow Limit	Cargo Limit
2007 INTERNATIONAL 9200 2HSCDSBN57C361451	Covered	C	25,000	2500/2500	N/A	N/A
2003 INTERNATIONAL 9400 3HSCDAXN93N055512	Covered	C	15,000	1000/1000	N/A	N/A
2005 INTERNATIONAL 9200 2HSCDAPN65C015103	Covered	C	25,000	2500/2500	N/A	N/A
2006 INTERNATIONAL 9400 2HSCEAPR86C335637	Covered	C	20,000	1000/1000	N/A	N/A
2007 INTERNATIONAL 9400 2HSCNSCR07C556713	Covered	C	25,000	2500/2500	N/A	N/A
2005 INTERNATIONAL 9400 2HSCNAPR37C369065	Covered	C	20,000	1000/1000	N/A	N/A
1981 FRUEHAUF TRAILER 1H2V05024BA026920	N/A		N/A	N/A	N/A	N/A
2000 STRICK TRAILER 1S11E8283YE461175	N/A		N/A	N/A	N/A	N/A
1999 COUNTRY ROAD TRAILER 1512E8350XE447810	N/A		N/A	N/A	N/A	N/A
1995 GREAT DANE TRAILER 1GRAA9624SS072315	N/A		N/A	N/A	N/A	N/A
1999 UTILITY TRAILER 1UYVS2479XU799509	N/A		N/A	N/A	N/A	N/A
1999 UTILITY TRAILER 1UYVS2477XU799508	N/A		N/A	N/A	N/A	N/A
2007 INTERNATIONAL 9200 2HSCESBR97C494780	Covered	C	15,000	1000/1000	N/A	N/A
2020 INTERNATIONAL LT625 3HSDZAPR4LN271065	Covered	C	31,000	1000/1000	N/A	N/A

CERTIFICATE HOLDER

THE 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





1.800.441.4535

Date: August 15, 2024

T.509.838.0655

To: Kristin Schimmels
Basin Insurance Associates, Inc. - Moses Lake 1085
(509) 766-7857

From: Maggie Benjamin
Underwriting Assistant
mbenjamin@cochraneco.com
Phone Number: (509) 232-6854
Fax Number: (509) 838-1710

Re: Named Insured: Drive509
Policy Number:
Coverage Dates: 8/12/2024 to 8/12/2025
Reference #: 3178874

Thank you for your request to bind the policy for this client. We have requested that the carrier bind coverage as outlined below. Please note that coverage is not bound until acknowledgement is received from the carrier. We will forward a binder with a policy number confirming coverage upon receipt.

POLICY TERM: 8/12/2024 to 8/12/2025

PREMIUM (not including taxes and fees): \$2,000.00

DEDUCTIBLE: \$1,000 Retention

LIMITS:
\$1,000,000/\$1,000,000 Professional Liability

Thank you for your business and continued partnership.



My L&I



Insurance



Safety & Health

Insurance

DRIVE509 | WA UBI number 604 120 391

DRIVE509, L&I Account ID 659,168-01

[Certificate of Workers' Comp Coverage](#)

L&I account representative:

IDA HAYNES

[Send a message](#)

Phone: 360-902-5635

[Request a change to your account information](#)

[\[+\] Risk Classification & Rates \(3\)](#)

Quarterly reporting

Quarter 2 report filed 7/19/2024

[Amend Q2 report](#)

[View my quarterly report history](#)

My experience factor

0.9

Your claim costs are lower than average.

How do I?

[Sign up for quarterly report email reminders](#)

[Pay a balance due](#)

[View quarterly report due dates](#)

Verify a business is current on their workers' comp premiums

[Search](#) 🔍





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/23/2024

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 11330 Lakefield Drive Suite 100 Johns Creek, GA 30097-1508	CONTACT NAME: Jennie Ostoja PHONE (A/C, No, Ext): - FAX (A/C, No): E-MAIL ADDRESS: Jennie.Ostoja@MarshMMA.com <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Hartford Fire Insurance Co.</td> <td style="text-align: center;">19682</td> </tr> <tr> <td>INSURER B : Hartford Casualty Insurance Company</td> <td style="text-align: center;">29424</td> </tr> <tr> <td>INSURER C : Trumbull Insurance Company</td> <td style="text-align: center;">27120</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hartford Fire Insurance Co.	19682	INSURER B : Hartford Casualty Insurance Company	29424	INSURER C : Trumbull Insurance Company	27120	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															
INSURED CDL SOLUTIONS LLC DBA DRIVE509 3620 N. Eden Road Spokane, WA 99216															

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/YYYY)	LIMITS
A	<input checked="checked" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="checked" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			20UUNBJOTGM	09/02/2024	09/02/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<input checked="checked" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="checked" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			20UENEM7865	09/02/2024	09/02/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="checked" type="checkbox"/> UMBRELLA LIAB <input checked="checked" type="checkbox"/> EXCESS LIAB OCCUR <input checked="checked" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="checked" type="checkbox"/> RETENTION \$ 100000			20RHUBJ2LY4	09/02/2024	09/02/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
(GL) COMMERCIAL GENERAL LIABILITY COVERAGE FORM (HG00010916)
(Auto) COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT (HA99161221)

CERTIFICATE HOLDER <p style="text-align: center;">The City of Spokane 808 W Spokane Falls Blvd. Spokane, WA 99201</p>	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
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COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - (2) The "bodily injury" or "property damage" occurs during the policy period; and
 - (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".
- e. **Incidental Medical Malpractice And Good Samaritan Coverage**
- "Bodily injury" arising out of the rendering of or failure to render the following health care services by any "employee" or "volunteer worker" shall be deemed to be caused by an "occurrence" for:

- (1) Professional health care services such as:
 - (a) Medical, surgical, dental, laboratory, x-ray or nursing services or treatment, advice or instruction, or the related furnishing of food or beverages;
 - (b) Any health or therapeutic service, treatment, advice or instruction; or
 - (c) The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or
- (2) First aid services, which include:
 - (a) Cardiopulmonary resuscitation, whether performed manually or with a defibrillator; or
 - (b) Services performed as a Good Samaritan.

For the purpose of determining the limits of insurance, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

However, this Incidental Medical Malpractice And Good Samaritan Coverage provision applies only if you are not engaged in the business or occupation of providing any of the services described in this provision.

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

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

c. Liquor Liability

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

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

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

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

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:

- (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

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

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

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for

the handling, storage, disposal, processing or treatment of waste;

- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working

directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

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

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

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

g. Aircraft, Auto Or Watercraft

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

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

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

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

(a) Less than 51 feet long; and

(b) Not being used to carry persons for a charge;

(3) Parking an "auto" on, or on the ways next

to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

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

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

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

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

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

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

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

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

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" arising from the use of elevators.

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

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

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

k. Damage To Your Product

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

l. Damage To Your Work

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

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

m. Damage To Impaired Property Or Property Not Physically Injured

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

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

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

n. Recall Of Products, Work Or Impaired Property

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

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

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

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Access or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses,

public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Employment-Related Practices

"Bodily injury" to:

- (1) A person arising out of any "employment-related practices"; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

r. Asbestos

- (1) "Bodily injury" or "property damage" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
 - (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
 - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or

assess the effects of an "asbestos hazard"; or

- (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

s. Recording And Distribution Of Material Or Information In Violation Of Law

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

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

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

Exclusions c. through h. and j. through n. do not apply to damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

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

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

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" arising out of an offense committed by, at the direction or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to

use another's "advertising idea" in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services.

i. Infringement Of Intellectual Property Rights

- (1) "Personal and advertising injury" arising out of any actual or alleged infringement or violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, trade dress, service mark or other designation of origin or authenticity; or
- (2) Any injury or damage alleged in any claim or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

- (1) Infringement, in your "advertisement", of:
 - (a) Copyright;
 - (b) Slogan; or
 - (c) Title of any literary or artistic work; or
- (2) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

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

However, this exclusion does not apply to Paragraphs a., b. and c. of the definition of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

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

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

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

p. Internet Advertisements And Content Of Others

"Personal and advertising injury" arising out of:

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

q. Right Of Privacy Created By Statute

"Personal and advertising injury" arising out of the violation of a person's right of privacy created by any state or federal act.

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

r. Violation Of Anti-Trust law

"Personal and advertising injury" arising out of a violation of any anti-trust law.

s. Securities

"Personal and advertising injury" arising out of the fluctuation in price or value of any stocks, bonds or other securities.

t. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

u. Employment-Related Practices

"Personal and advertising injury" to:

- (1) A person arising out of any "employment-related practices"; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

v. Asbestos

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

w. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health

information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations; provided that:
 - (1) The accident takes place in the "coverage territory" and during the policy period;
 - (2) The expenses are incurred and reported to us within three years of the date of the accident; and
 - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
 - (1) First aid administered at the time of an accident;
 - (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

- a. **Any Insured**
To any insured, except "volunteer workers".
- b. **Hired Person**
To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. **Injury On Normally Occupied Premises**
To a person injured on that part of premises you own or rent that the person normally occupies.
- d. **Workers Compensation And Similar Laws**
To a person, whether or not an "employee" of

any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

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

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$1,000 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.
- c. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- 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 \$500 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed to the insured.
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a

party to the "suit", we will defend that indemnitee if all of the following conditions are met:

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

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

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

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

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

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

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

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

- (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited

liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

- (b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (1)(b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services:

- (a) Subparagraphs (1)(a), (1)(b) and (1)(c) above do not apply to any "employee" or "volunteer worker" providing first aid services; and
- (b) Subparagraph (1)(d) above does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by,
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

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

c. Temporary Custodians Of Your Property

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

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

d. Legal Representative If You Die

Your legal representative if you die, but only

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

e. Unnamed Subsidiary

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

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

3. Newly Acquired Or Formed Organization

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

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Nonowned Watercraft

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

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

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

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

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

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

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

a. Vendors

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

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

This insurance does not apply to:

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

undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

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

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

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

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

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

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

b. Lessors Of Equipment

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

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

c. Lessors Of Land Or Premises

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

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

This insurance does not apply to:

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

d. Architects, Engineers Or Surveyors

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In connection with your premises; or

(2) In the performance of your ongoing operations performed by you or on your behalf.

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

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

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

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

e. Permits Issued By State Or Political Subdivisions

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

Any other person or organization who is not an additional insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations;
- (2) In connection with your premises owned by or rented to you; or
- (3) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (a) The written contract or agreement requires you to provide such coverage to such additional insured; and
 - (b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

However:

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

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others

by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

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

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section **IV** – Commercial General Liability Conditions.

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

SECTION III – LIMITS OF INSURANCE

1. The Most We Will Pay

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

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

2. General Aggregate Limit

The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage **C**;
- b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage **B**.

3. Products-Completed Operations Aggregate Limit

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Personal And Advertising Injury Limit

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

5. Each Occurrence Limit

Subject to **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a. Damages under Coverage **A**; and

b. Medical expenses under Coverage C

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Damage To Premises Rented To You Limit

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

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

7. Medical Expense Limit

Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

8. How Limits Apply To Additional Insureds

If you have agreed in a written contract or written agreement that another person or organization be

added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- a. The limits of insurance specified in the written contract or written agreement; or
- b. The Limits of Insurance shown in the Declarations.

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

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

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

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

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

a. Notice Of Occurrence Or Offense

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

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

b. Notice Of Claim

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

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

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

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

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

d. Obligations At The Insureds Own Cost

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

e. Additional Insureds Other Insurance

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

However, this provision does not apply to the extent that you have agreed in a written

contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

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

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

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

This duty applies separately to you and any additional insured.

3. Legal Action Against Us

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

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

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

4. Other Insurance

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

a. Primary Insurance

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

b. Excess Insurance

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

(1) Your Work

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

(2) Premises Rented To You

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

(3) Tenant Liability

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

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability;

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

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **j.** of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability;

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

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

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

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also

primary, we will share with all that other insurance by the method described in **c.** below.

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

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

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

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

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

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

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

c. Method Of Sharing

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

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

5. Premium Audit

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

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1)** The statements in the Declarations are accurate and complete;
- (2)** Those statements are based upon representations you made to us; and
- (3)** We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

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

7. Separation Of Insureds

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

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

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to

impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

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

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

9. When We Do Not Renew

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

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

SECTION V – DEFINITIONS

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

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper; or
- b. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

- a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
- b. An interactive conversation between or among persons through a computer network.

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

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

4. "Auto" means:

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

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

However, "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

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

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

6. "Coverage territory" means:

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

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

7. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

8. "Employment-Related Practices" means:

- a. Refusal to employ that person;
- b. Termination of that person's employment; or
- c. Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person.

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work", or your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

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

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

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

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

- (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

- (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

14. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

- b. While it is in or on an aircraft, watercraft or "auto"; or

- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

- b. Vehicles maintained for use solely on or next to premises you own or rent;

- c. Vehicles that travel on crawler treads;

- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

- (1) Power cranes, shovels, loaders, diggers or drills; or

- (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

- e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained

primarily to provide mobility to permanently attached equipment of the following types:

- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral, written or electronic publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral, written or electronic publication, in any manner, of material that violates a person's right of privacy;

f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or

g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".

18. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-

completed operations are subject to the General Aggregate Limit.

20. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

As used in this definition, computerized or electronically stored data, programs or software are not tangible property. Electronic data means information, facts or programs:

- a. Stored as or on;
- b. Created or used on; or
- c. Transmitted to or from;

computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Volunteer worker" means a person who

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

24. "Your product":

a. Means:

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

b. Includes

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

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

b. Includes

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

Paragraph .1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add the following:

d. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

e. Employees as Insureds

- (1). Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

f. Lessors as Insureds

- (1). The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (a) The agreement requires you to provide direct primary insurance for the lessor and
 - (b) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

g. Additional Insured if Required by Contract

- (1) When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (a) During the policy period, and
- (b) Subsequent to the execution of such written contract, and

(c) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

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

(3) Additional Insureds Other Insurance

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

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

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM , SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

2. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in A.1.g. - Additional Insured If Required by Contract, the following provisions apply:

(1) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

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

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

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured has been added as an additional insured.

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

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

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

We will share the remaining loss, if any, by the method described in SECTION IV- Business Auto Conditions, B. General Conditions, Other Insurance 5.d.

3. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The SECTION IV- Business Auto Conditions, B. General Conditions, 5. OTHER INSURANCE Condition is amended by adding the following:

- e. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

4. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

5. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

6. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

7. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal

obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

8. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

9. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or
- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III, Physical Damage Coverage, Limit of Insurance, Paragraph C.2. is amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

11. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

12. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

13. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;

- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

15. HIRED AUTO - COVERAGE TERRITORY

SECTION IV, BUSINESS AUTO CONDITIONS, PARAGRAPH B. GENERAL CONDITIONS, 7. - POLICY PERIOD, COVERAGE TERRITORY - is added to include the following:

- (6) For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

16. WAIVER OF SUBROGATION

Paragraph 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS A. Loss Conditions is amended by adding the following:

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 damages under this Coverage Form.

17. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

18. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

19. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"
- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

20. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.



STATE OF WASHINGTON

BUSINESS LICENSE

Limited Liability Company

CDL SOLUTIONS L.L.C.
DRIVE509
3620 N EDEN RD
SPOKANE VALLEY WA 99216-1760

UNEMPLOYMENT INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE

Issue Date: May 24, 2024

Unified Business ID #: 604120391

Business ID #: 001

Location: 0001

Expires: May 31, 2025

CITY/COUNTY ENDORSEMENTS:

SPOKANE VALLEY GENERAL BUSINESS - ACTIVE
SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE

LICENSING RESTRICTIONS:

Not licensed to hire minors without a Minor Work Permit.

REGISTERED TRADE NAMES:

CDL SOLUTIONS L.L.C
DRIVE509

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

Director, Department of Revenue

UBI: 604120391 001 0001

STATE OF WASHINGTON

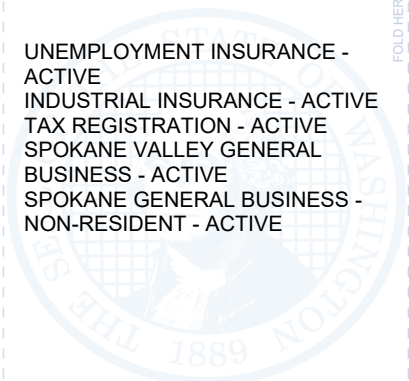
Expires: May 31, 2025

CDL SOLUTIONS L.L.C.
DRIVE509
3620 N EDEN RD
SPOKANE VALLEY WA 99216-1760

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UNEMPLOYMENT INSURANCE - ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE
SPOKANE VALLEY GENERAL BUSINESS - ACTIVE
SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE

FOLD HERE



Director, Department of Revenue

IMPORTANT!

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY BEFORE POSTING THIS LICENSE

General Information

Post this Business License in a visible location at your place of business.

If you were issued a Business License previously, **destroy the old one and post this one in its place.**

Login to My DOR at dor.wa.gov if you need to make changes to your business name, location, mailing address, telephone number, or business ownership.

Telephone: 360-705-6741

Endorsements





All endorsements should be renewed by the expiration date that appears on the front of this license to avoid any late fees.

If there is no expiration date, the endorsements remain active as long as you continue required reporting. Tax Registration, Unemployment Insurance, and Industrial Insurance endorsements require you to submit periodic reports. Each agency will send you the necessary reporting forms and instructions.

For assistance or to request this document in an alternate format, visit <http://business.wa.gov/BLS> or call (360) 705-6741. Teletype (TTY) users may use the Washington Relay Service by calling 711.

BLS-700-107 (07/27/20)



 DRIVE509.com
 (509) 475-4807
 Angela@drive509.com
 3620 N. Eden Rd.
Spokane Valley, WA 99216

3.2 LETTER OF SUBMITTAL

May 30th, 2024

Connie Wahl
RFP Coordinator
City of Spokane Purchasing Department
915 N Nelson St,
Spokane, WA 99202

Reference: Commercial Driver License (CDL) Training Services
RFP Number 6042-24

Dear Connie Wahl,

DRIVE509 is pleased to present the following Proposal to the City of Spokane in response to RFP # 6042-24 for the opportunity to provide CDL training to the employees of the City of Spokane. Acknowledging the Letter of Submittal requirements, we provide the following information:

3.2.A Point of Contact Information & Principal Place of Business

DRIVE509's point of contact for the CDL training services proposal and contract is Angela Boudreau, President, phone (509)475-4807, email angela@drive509.com.

If awarded the contract, Anna Niles, manager, (509)990-2884, admin@drive509.com will be the contact person for coordination of training dates and billing.

DRIVE509's principal place of business is located at 3620 N Eden Rd, Spokane Valley, WA 99206.

3.2.B Legal status of the Firm and Locations

DRIVE509 is a limited liability corporation. We have one location and training facility located at 3620 N. Eden Rd, Spokane Valley, WA 99216.

3.2.C Identification of Employees With Conflict of Interest

DRIVE509 does not have 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.

3.2.D Acknowledgement Statement

DRIVE509 will comply with all terms and conditions set forth in the Request for Proposals, unless otherwise agreed upon by the Agencies.

Enclosed and, by this reference, incorporated in and made a part of this Proposal are the following:

1. Letter of Submittal
2. Technical Proposal, including Attachment 1
3. Management Proposal, including certifications and attached documents 3-9
4. Cost Proposal/ Attachment 2 and Attachment 10

DRIVE509 continues to be a leader in the CDL training industry by exceeding minimum state and federal requirements, meeting the diverse needs of our students, and most importantly focusing on safety. Having worked with numerous local companies to train their employees, be assured that DRIVE509 continues to be a qualified, responsive, and responsible proposer with the best interests of our City in the forefront of our operations.

DRIVE509 appreciates your consideration of our proposal and looks forward to the opportunity to work with the City of Spokane in training City employees in the safe operation of commercial vehicles.

Please do not hesitate to contact me at (509) 475-4807 should you have any questions regarding our proposal.





Best Regards,

Angela Boudreau

Angela Boudreau
President & Co-owner

Enclosures: Technical Proposal, Management Proposal, certifications documents and attachments 3-9, Cost Proposal/ Attachment 2 and 10.



 DRIVE509.com
 (509) 475-4807
 Angela@drive509.com
 3620 N. Eden Rd.
Spokane Valley, WA 99216

3.3 TECHNICAL PROPOSAL

Acknowledging the City's comprehensive requirements necessary to accomplish the scope of the project as described in the Scope of Services Section and Technical Proposal, we provide the following information:

Project Approach, Methodology, and Work Plan

With confidence and the highest level of safety in the industry, DRIVE509 would be devoted to educating and training the 30-50 chosen employees of the City of Spokane each year for the next three years. DRIVE509 would strive to help City Employees reach their goals in obtaining a Class A, B-A, B, or Class C CDL without restrictions, as well as the necessary endorsements required for their job duties.

1. Training Objectives, Goals, and Expected Outcomes

Following training at DRIVE509, City Employees will pass the State CDL Skills Exam to obtain their Class A, B-A, B, or C CDL as well as pass any and all theory exams at the WA DOL required to add the identified necessary endorsements decided upon during enrollment. Trainees will feel confident in safely operating their vehicle and become valuable assets to the City. The City will be pleased with the level of training their employees received through DRIVE509, and DRIVE509 will value and honor the partnership with the City.

2. Deliverables

a. Curriculum

DRIVE509 will deliver a comprehensive CDL training curriculum that meets or exceeds the WA State (WAC 308-100-033) and FMCSA (49 CFR Part 380 Appendices A-E) curriculum requirements for both theory and behind-the-wheel instruction. We will provide stand alone training modules for Class A, Class B to A, Class B and Class C CDLs, as well as offer an instructor-led course covering Hazmat and Tanker Endorsement training to the City's selected employees. Upon request, DRIVE509 will provide study materials and practice tests for the WA DOL Doubles and Triples Trailers endorsement. The comprehensive training will enable the City employees to obtain an unrestricted CDL as specified in 49CFR380, 49CFR383, and WAC 308-100.

If there are any changes in federal or state requirements (WA or ID) during the contract period, DRIVE509 will adjust the training curriculum to meet or exceed the requirements.

Please see DRIVE509's Admissions and Enrollment Curriculum Guide (attachment 1) for: a description of each course design, course objectives, prerequisite skills, course lengths, training hours per course with content outline, and tuition cost.

b. Instructors, Examiners, and Routes

DRIVE509 will provide all instructors, examiners, and routes used to train and test City employees and will guarantee they have met or exceeded both federal and state requirements as outlined in: 49 CFR Part 380 and WACs 308-100-005,140,150,160,170. We also ensure instructor, examiner, and route approvals will be maintained and upheld.

c. Facilities and Equipment

DRIVE509 will provide and maintain our facility and yard space for training in compliance with federal and state safety requirements. DRIVE509 features a brand-new facility with two separate classrooms, a heated shop, and four acres of training space. The classrooms are equipped with microwaves, a refrigerator, sinks, and tables/chairs for student use. Both male and female lavatories are available along with ADA access. Our facilities and training environments are smoke free and free from hazards. There is parking available in a well-lit parking lot.

DRIVE509 will provide and maintain all equipment, trucks, fuel, and materials for training in compliance with federal and state safety requirements. DRIVE509 has 16 semi-trucks, 16 trailers, and a Class B vehicle available for training. We have both manual and automatic transmission vehicles equipped with air brakes.

DRIVE509 will implement and maintain safety measures that meet OSHA and DOT requirements as well as best practices to ensure the safety and wellbeing of the City employees throughout all training environments.

d. Skills Exam

DRIVE509 will provide a skills test prep class for both Washington and Idaho licensed drivers during trainees scheduled training prior to sending them to test.

DRIVE509 will arrange for the administration of the State CDL Skills Exam with the Third Party Skills Examiners, and upon the City's request, accompany the trainee to the DOL test site.

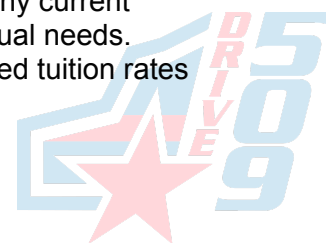
DRIVE509 will provide the necessary equipment for the Skills Exam and ensure the equipment is transported to the testing site.

Please note, DRIVE509 is not in control of the State Skills Exam schedule. The State Skills Exams are scheduled based on the availability of the State Skills Examiners and will typically be scheduled Saturday, Sunday, or Monday.

e. Additional Training

DRIVE509 will seek approval and provide justification and documentation for any needed remedial training; trainees who have completed the curriculum but fail to meet standards required to test; trainees who fail to pass the State Skills Exam. Remedial training will be available at an hourly or weekly rate depending on the needs of the trainee.

DRIVE509 will, upon the City's request, evaluate driver proficiency of any current CDL holders, and offer a refresher course tailored to the drivers individual needs. Refresher training and courses will be offered to the City at our published tuition rates or negotiated at the hourly rate based on training needs.



f. Records

DRIVE509 will document and maintain all training records necessary to support City trainees in acquiring CDLs. We will provide the City with all records required by the City for maintenance of personnel records and employee certificates.

The supervisor of the City Employee will have 24/7 digital access to all documents for the City employee being trained. The supervisor will be able to access and print: daily attendance, daily instructor comments and evaluations for BTW training to monitor progress, trainee quizzes and % for theory assessments, certificates of completion and transcripts, all student prerequisite and post training documents.

g. Communication

DRIVE509 will maintain professional and respectful communication in all training environments.

DRIVE509 will notify the City in writing if: the student is absent or tardy from training, if the student is not demonstrating adequate progress to meet training deadlines or requirements, or if the student is offensive or acts in an unprofessional manner.

h. Invoicing

DRIVE509 will comply with City invoicing standards listed in the Scope of Services of the RFP #6042-24. .

Training Methods

DRIVE509 combines hands-on training, knowledge training, lab training, range training, and observation time to create a balanced approach to teaching students how to drive commercial vehicles. We meet or exceed the minimum requirements and training methods outlined in the WAC 308-100-033 and the FMCSA ELDT requirements. We have 11 instructors with a vast amount of real world experience, which allows us to pair students and instructors based on individual needs. We strive to meet each trainee's learning styles and needs, thus providing additional individualized emphasis where needed.

Class Sizes & Schedules

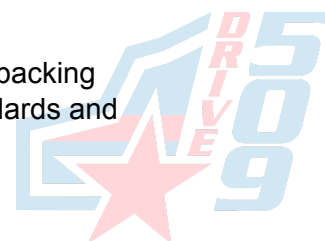
DRIVE509 offers both day and night classes for trainees. Classes run Monday through Friday. Day classes start every Monday and evening classes are on a five week rotation. Day classes operate from 7:00 A.M. -4:00 P.M. and night classes run from 3:00 P.M. -9:30 P.M. The recommended course length is dependent on the trainees prior experience and learning style; see DRIVE509's Description of Programs, attachment 1, for descriptions of each course design.

Upon the City's request, we can adjust the schedule to meet the departments and trainees needs.

A typical class includes 6-8 students in a group. Maximum Monday class size is 12 but can accommodate up to 34 students at a time over the course of a month. *Instructor max ratios* are as follows: Classroom 12:1, Yard 8:1, Driving 1:1.

Method for Evaluation of the Training & Communication of Progress

Trainees are evaluated throughout the week on their mastery of pre-trip inspection, backing maneuvers and street driving proficiency development; in accordance with the standards and expectations set forth by the FMCSA and Washington State DOL Exam.



Training objectives and progress are clearly communicated with each student throughout their course. The students and instructors work in collaboration daily to progress towards meeting or exceeding proficiency standards. If a student is not progressing on track, it will be communicated with the student, as well as the City, and notes are made in the student's file. Based on assessments, early intervention and additional support are provided to students in need throughout their scheduled course.

DRIVE509 uses CDL PowerSuite, a software designed specifically for CDL training and compliance, to track, monitor, and communicate student progress throughout their training; the City's designated supervisors will have access to employees' digital files throughout the course of their training should they want to monitor their daily progress. City employees and designated supervisors will have access to the following by logging into the software:

- **Attendance:** Student attendance is tracked by the instructors, recorded in our software, and shared with the office administrator daily to ensure training hour requirements are met.

Check in	Date	Instructor	BTW Time	BTW	CR	BK	PR	COMB	TOTAL
<input checked="" type="checkbox"/>	3/7/22			0	8	0	0	0	8
<input checked="" type="checkbox"/>	3/8/22			0	8	0	0	0	8
<input checked="" type="checkbox"/>	3/9/22	Richard McAllister	10:00 AM	1	2	1.5	1.5	2	8
<input checked="" type="checkbox"/>	3/10/22	Joe Wiedmer	01:00 PM	1	2	1.5	1.5	2	8
<input checked="" type="checkbox"/>	3/11/22	Joe Wiedmer	07:00 AM	1	2	1.5	1.5	2	8
<input checked="" type="checkbox"/>	3/14/22	Tim Beamis	12:00 PM	1	2	1.5	1.5	2	8
<input checked="" type="checkbox"/>	3/15/22	Tim Beamis	12:00 PM	1	2	1.5	1.5	2	8
<input checked="" type="checkbox"/>	3/16/22	Rich Tingle	12:00 PM	1	2	1.5	1.5	2	8
<input checked="" type="checkbox"/>	3/17/22	Rich Tingle	12:00 PM	1	2	1	1	3	8
<input checked="" type="checkbox"/>	3/18/22	Rich Tingle	10:15 AM	1	2	1	1	3	8
<input checked="" type="checkbox"/>	3/21/22	Hardy Man	10:15 AM	1	2	1	1	3	8
<input checked="" type="checkbox"/>	3/22/22	Richard McAllister	08:00 AM	1	2	1	1	3	8
<input checked="" type="checkbox"/>	3/23/22	* Eric *	10:15 AM	1	1	1	1	4	8
<input checked="" type="checkbox"/>	3/24/22	* Eric *	08:00 AM	1	1	1	1	4	8
<input checked="" type="checkbox"/>	3/25/22	Larry The Great	10:15 AM	1	1	1	1	4	8
<input checked="" type="checkbox"/>	3/28/22	Hardy Man	08:00 AM	1	1	0	0	0	2
<input checked="" type="checkbox"/>	3/29/22	Hardy Man	08:00 AM	1	0	0	0	0	1
<input checked="" type="checkbox"/>	3/30/22	Hardy Man	10:15 AM	1	0	0	0	0	1
<input type="checkbox"/>	3/31/22	Hardy Man	10:15 AM						
<input type="checkbox"/>	4/1/22	* Eric *	10:15 AM						
<input type="checkbox"/>	4/4/22		10:15 AM						
TOTALS:				16	40	16	16	36	124

- **Theoretical knowledge:** Theory tests are administered in electronic form to determine students' proficiency in all units of the theory curriculum. Trainees must score 80% or better to meet or exceed FMCSA and WA DOT standards.

Lessons:

The following lesson is still available to be unlocked:

- CDL PERMIT PREP EXAM

[Unlock Now](#)

Class A lessons unlocked on 4/29/24, 9:02 PM by Kellen Wallace
 HAZMAT lessons unlocked on 4/29/24, 9:02 PM by Kellen Wallace

> CDL PERMIT PREP EXAM	0%
> English - Class A CDL Theory	96%
> 1. Theory - Basic Operation	
Quiz	Score
1.0 Getting Started	100%
1.1 Orientation	100%
1.2 Control Systems	100%
1.3 Vehicle Inspections	91%
1.4 Basic Control	100%
1.5 Operating Transmissions	100%
1.6 Backing & Docking	100%
1.7A Coupling	94%
1.7B Uncoupling	100%
> 2. Theory - Safe Operating Procedures	
> 3. Theory - Advanced Operating Practices	
> 4. Theory - Vehicle Systems and Reporting Malfunctions	
> 5. Theory - Non-Driving Activities	



- Range & BTW:** Students have an overall score card in their student portal along with itemized skill development and hands-on skill evaluations in both backing fundamentals and behind-the-wheel driving. The skills and tasks students are evaluated on meet or exceed the state and federal requirements. The scoring rubric is shared with the students in the first two days of class. Instructors use live software to score hands-on skills. The scoring and corrective feedback are published in the individual student portal and can be viewed immediately by the student and City by hovering over the paper/pencil icons. Most students will have at least one or more evaluations in their portal each day providing feedback.

Once students fully complete all of the training requirements at DRIVE509, they are scheduled with an independent third-party tester who is contracted with the state. That tester submits the test results to the state and reports to us if the student passed or failed and why.

The screenshot displays a student portal interface with several key sections:

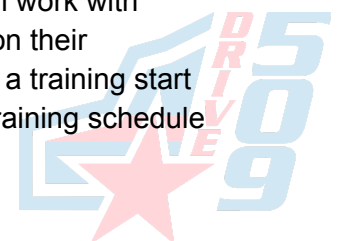
- Overall Score Card:** A summary of student performance with green checkmarks indicating completion or success in various areas:
 - Road Mock Test
 - W4 Final Exam
 - Skills Required
 - Range: Basic Backing Fundamentals, Straight Back, Offset Backing Right/Left, Ally Dock (90 Degree), Parallel Park
 - Other: Air-Supply, Final PT Exam, Coupling and Uncoupling, HOS Log Book
- Average Scores:**
 - Average Testing Score: 3
 - Average Training Score: 3
 - Average Assessment Score: 14
 - Overall Assessment Score: 54%
- Attendance Table:** A table with columns for Check in, Date, Instructor, Time, BTW, Range, Pre-Trip, CR, BK, PR, COMB, and TOTAL. It lists several dates from 1/30/23 to 2/3/23 with corresponding instructors and times.
- Testing Info:** A section at the bottom indicating a test was passed on Feb 26, 2023 at 8:30 AM.

WORK PLAN

DRIVE509 typically follows a sequenced approach to communicating with company sponsors and helping trainees obtain their CDL. However, we continually monitor the needs of our trainees and can adjust our sequence to ensure safety, the trainees level of preparedness, and the trainees confidence in their designated vehicle. Please review the sequenced work plan approach below that outlines the workflow of DRIVE509 and any expectation of the City Employees:

1. City to choose the trainee, course, and desired start date

- City staff will contact DRIVE509 via phone or email and provide the name and contact information for the prospective trainee as well as the desired course for training. Using DRIVE509's Admissions and Enrollment Curriculum Guide, the City will work with DRIVE509 to determine the best course to enroll the trainee in based on their experience and learning style. The City will work with DRIVE509 to set a training start and end date based on the City's training deadlines and DRIVE509's training schedule availability.



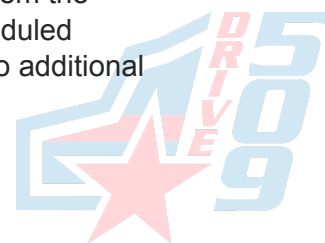
2. DRIVE509 staff will contact the designated City employee and screen them to ensure they are eligible to obtain a CDL and complete admission requirements:

- must be 18 years of age
- provide a copy of their motor vehicle driving record
- pass a DOT physical exam to obtain a medical card approved by National Registry of Certified Medical Examiners
- must pass a DOT drug test
- Trainees must possess an original birth certificate, enhanced driver's license, US passport or US passport card, or a permanent resident card.
- The trainee cannot possess or commit any of the violations RCW outlines as disqualifying.

3. DRIVE509 helps the designated City employee enroll in the approved course and explains all prerequisites that need to be completed prior to starting their scheduled course. **See DRIVE509's Admissions and Enrollment Curriculum Guide attachment for a detailed description of each course design, prerequisites, objectives, and the breakdown of the training hours.

4. Trainee begins program sequence of desired CDL Class A, B-A, or B:

- **Description of Programs/Courses:** Please see attachment for a detailed description of each course design, prerequisites, objectives, and the breakdown of the training hours. This document can help guide the City and DRIVE509 in selecting the course that best matches the employees experience while meeting or exceeding state and federal standards.
- **Trainee Attendance:** City employees are expected to attend full time during their training period and to adhere to DRIVE509's attendance and completion policy outlined in the enrollment agreement and school catalog; unless alternate schedule is created and agreed upon by both parties.
- **Special Consideration Needed if choosing the minimum (80 hour) Class B-A or Class B Essentials:**
 - Class B-A Essentials trainees must have experience driving a non synchronized transmission to enroll in this course.
 - With the new FMCSA ELDT requirements and State Skills Exam scheduling requirements, we have found most students struggle to pass their pre-trip inspection assessments on schedule; which is required prior to scheduling them to test. State Skills Examiners are not supposed to schedule exams unless ELDT proficiency has been submitted by the registered training provider. If this course is chosen, we recommend having the trainee attend two days of classroom instruction on the Monday and Tuesday prior to their scheduled start date to ensure they can begin studying for the pre-trip exam a week prior to beginning their scheduled course. This will give them the opportunity to commit the pre-trip to memory and pass the scheduled evaluations on track for the two-week program. There will be no additional charge to attend the classroom early if this option is chosen.



- Another option is having the student be assessed fully at the end of the scheduled two-week course and then schedule them to test on the third weekend; one week after their training has ended. Please note however that gaps in time between training ending and testing, historically have resulted in higher fail rates. Though we would not pass them on their assessments if we didn't feel they were safe and proficient drivers, their skills are still fresh and need to continue developing. For example, if they stall the engine on the State Skills Exam, it is an automatic fail. They are expected to complete the tasks like a seasoned driver.

5. DRIVE509 Monitors and Communicates Academic Progress to the City

- Training assessment checkpoints for pre-trip inspection, backing maneuvers, and street driving are built into each program based on the length of the enrolled course. Trainees are evaluated by qualified instructors throughout the week in all three areas.
- All evaluations are conducted electronically through a software, CDL PowerSuite, by qualified instructors and can be reviewed immediately after completion.
- The City will be set up as a funder in our software and will be granted access to the trainee file.
- Trainee progress can be viewed at any time by the City's designated contact by logging into the software and viewing the student file.
- Upon request, DRIVE509 staff can also email the file or discuss the progress over the phone with the designated supervisor.
- If a trainee is not meeting training benchmarks on schedule, DRIVE509 staff will contact the City's designated supervisor to discuss their progress and collaborate with them to create an action plan for success or termination.

6. Schedule state skills exam:

DRIVE509 staff will facilitate the scheduling of the City employee's final State Skills Exam with the State Skills Examiner and ensure the proper equipment is delivered to the test site. Please note all trainees must pass the proficiency assessments in the areas of pre-trip inspection, backing maneuvers, and behind the wheel street driving prior to being scheduled for their skills exam. Trainees must also complete the minimum hour requirements for the course prior to being scheduled for their exam.

7. After the exam:





- **Passed exam:** DRIVE509 will submit proper documentation to the Washington Department of Licensing and provide the student with CDL certificate and any needed documentation, maintain student records and files in compliance with the Washington State Board Education, the Washington State Department of Licensing, the Department of Transportation, and the Federal Motor Carrier Safety Administration.
- **Failed exam:** DRIVE509 will talk with the state examiner to determine the reason for failure and create a remediation plan to ensure student success. DRIVE509 will discuss and seek approval from the City supervisor.

Subcontractors

DRIVE509 will not be using subcontractors for any training.





-  DRIVE509.com
-  (509) 475-4807
-  Angela@drive509.com
-  3620 N. Eden Rd.
Spokane Valley, WA 99216

3.4 MANAGEMENT PROPOSAL

3.4.A EXPERIENCE OF THE FIRM

DRIVE509 is fully capable and eager to work with the City of Spokane as an on-call firm to train City employees in the safe operation of commercial vehicles and to facilitate obtaining CDL licenses in compliance with Federal and Washington State legal requirements and City policies. DRIVE509 is a Washington State approved CDL school (attachment 3) and FMCSA Training Provider (attachment 4). DRIVE509 provides the approved courses for CDL training in Class A, Class B, Class B to A, and Hazmat and Tanker endorsements (attachments 4 & 5).

DRIVE509 is locally owned by Jason and Angela Boudreau. The Firm humbly began and operated under the name 509CDL in December of 2015 with the owner, a smart box, a porta potty and one truck. In the last seven years, Boudreau has grown the school to include 17 trucks, 11 instructors with three full-time office staff. The current staff has over 230 years of combined experience in the trucking industry and 86 years of combined experience in CDL training and teaching. The founder, Jason Boudreau, was a state CDL Examiner for four years and another instructor was a state CDL examiner and auditor for 10 years. Jason also developed ELDT.com which provides entry level driver theory to thousands of users across the US in all 50 states. He has also worked with a local software development company to develop CDL PowerSuite, which is a customized CDL Software for training providers and DQ file management system for logistics companies. DRIVE509 uses both of these resources at our school. Jason primarily travels across the US training and onboarding municipalities and schools with CDL PowerSuite to help them maintain compliance with the new FMCSA requirements.

DRIVE509 is now established as CDL Solutions, LLC and is primarily operated by the current President and Chief Executive Officer, Angela Boudreau. Angela Boudreau has a B.A. in Education and a M.Ed. in Curriculum and Instruction. She taught 17 years in public schools, has formally mentored beginning teachers from multiple universities as well as through Central Valley School District (CVSD), and has been an integral part of new curriculum adoptions and rollouts in CVSD. Angela formally joined the DRIVE509 team full time in July of 2022. CDL Solutions, LLC was originally started as a sole proprietorship in October of 2017 and in early 2019 was changed to an LLC and operates under the D/B/A DRIVE509.

With our current staff and facilities, DRIVE509 has the space and capacity to train the selected City employees at the desired requested volume of 30-50 trainees per year. Throughout the prior fiscal year ranging from July 1st, 2022-June 30th, 2023, there were 896 students enrolled at DRIVE509; 177 students took a CDL course in conjunction with HAZMAT training. Of the 896 trainees, 885 students completed training at DRIVE509 (450 HAZMAT, 364 Class A, 40 Class B, and 31 B-A students). Our successful trainee completion rate is 98.8%, making us one of the top training facilities across the country.

DRIVE509 works closely with companies to invest in their existing employees to advance from within, as well as employers and recruiters to offer employment opportunities for new drivers. We are committed to training students to be safe and responsible drivers. We train above and beyond the industry standard.

We have provided a short list of some of the companies and public agencies we have worked with over the years to train their employees, provide training for their clientele seeking new employment, and/or partnered with to provide quality new CDL hires : WSDOT, BNSF Railway, North Idaho College, Spokane Worksource, Core-Mark, City of Cheney, City of Millwood, City of Spokane – Public Works, Wilbur Ellis, The McGregor Company, Pend Oreille County PUD, Clean Harbors, Safety Kleen, Commercial Tire, Whitman County Rural Resources, URM, Spokane Produce, Halme Construction, Colville Rural Resources, Spokane NextGen Zone, Kaiser Aluminum, CDA Windows, Huntwood Cabinets, Multifab Manufacturing, Confederated Tribes of the Colville Reservation, Rock Place Inc., AeroFlite Inc., Fed-Ex, and Avista. Below are three company testimonials along with three different professional references with contact information. We can provide more upon request.

Professional References				
Agency or Company	Company Description	Work Accomplished	Reference	Phone/Email
URM	Inland Northwest food distributor	Provide Class A, Class B-A, Class B CDL drivers & training	Paul Suter Director of Transportation	509-570-3338 psuter@urmstores.com
Colville Rural Resources	Community Action Resources-employment retraining & rehabilitation	Provide Class A, Class B-A, Class B CDL, & HAZMAT training	Nick Porter Employment Coordinator	<u>509-685-6126</u> nporter@ruralresources.org
Safety Kleen	Nationwide environmental services and hazardous cleanup	Provide Class A, Class B-A, Class B, & HAZMAT training	Nathan Burns Branch Manager	509-435-5447 nathan.burns@safety-kleen.com

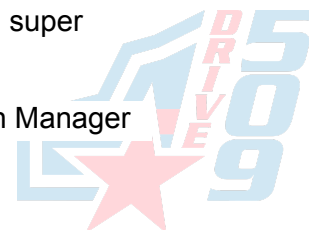
Company Testimonials

This has been an excellent program, because it has shortened the time that it takes to train a new hire to become a productive employee. The program provides a focused approach that allows trainees to concentrate on acquiring the necessary job skills (CDL training) without having to worry about anything else. Our company is getting better quality drivers by sending them through this program.

-Justin Becker, The McGregor Company Assistant Director of EHS&S

I just wanted to share a quick note and let you know that the training at Drive509 has been top notch. My new drivers come out of school feeling prepared and safe to get on the road. Everyone that has gone through your program has nothing but good things to say, and they have always been super helpful with any questions we have had. Thank you.

-Christopher Boorman, Clean Harbors Environmental Services Technical Services Branch Manager



The program has not only been a benefit for Halme Constructions' employees but for the company as well. We now have more options to send an employee on a work run that requires a CDL rather than trying to free up one of the few that have it. The overall morale and confidence of our employees have benefited from his program too.

– Ryan Humphrey Safety & Compliance Manager at Halme Construction, Inc.

3.4.B TRAINEE ENROLLMENT & ADMISSIONS REQUIREMENTS

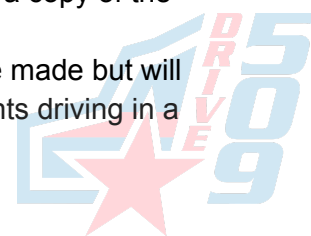
Admission Policies and Procedures

Students may enroll in their desired CDL course to hold their desired training date as long as they are aware all prerequisites need to be met prior to starting the class. If students have not completed the prerequisites for their enrolled course one-week prior to their start date, DRIVE509 may bump the trainee to the next available start date.

Students must:

- Possess a High School Diploma, a General Education Development (GED) Diploma, or pass a graded entrance exam.
- Have proof of U.S. Citizenship, Lawful Permanent Residency, or non-domicile document and provide to the DOL for the CDL application
- Be at least 18 years old to enroll in the DRIVE509 CDL training program
- Provide DOL with a certified copy of his/her birth certificate

- Basic levels of English language proficiency are also prerequisites for enrollment at DRIVE509 to ensure safety and to set students up for a positive and successful training experience. To attend classes, students must meet the minimum levels of proficiency set forth in the prerequisite requirements of their desired course.
 - The language proficiency assessment will be administered by Spokane Community College (SCC). Students will need to share their assessment results with DRIVE509, and they will be added to their files. If a student does not meet the required prerequisite level, then he/she will need to increase his/her proficiency prior to enrolling at DRIVE509. At a very low cost of \$25 a quarter, SCC offers ESL classes based on student assessments. There is also financial assistance for those that qualify. Once students reach the minimum requirements, they can enroll at DRIVE509.
- Provide a copy of their motor vehicle driving record; must meet our driving record policy (Attachment 6) or supervisor must verify in writing they are aware of the employees driving record and will be hiring them in spite of it.
- Pass the DOT-required drug test prior to behind-the-wheel training; employer to provide a copy of the results.
- Be able to pass the DOT physical exam to obtain a medical card and provide a copy of the medical card.
- Obtain a CDL permit at the WA DOL prior to starting class; exceptions can be made but will need approval from both DRIVE509 & the City. Our training model has students driving in a



truck with hands-on training by day three. If students do not have their permit, it delays their training and progress. Everyone has access to the Commercial Driver's Guide... most do not

have access to semi trucks to practice hands-on training that provides real-world experience. DRIVE509 firmly believes training hours and dollars are best utilized with hands-on training. Our enrollment specialists provide all trainees with a copy of the Commercial Motor Vehicle Guide and review the necessary chapters to study. They also send them a link to the audio version to listen to and multiple sources for free practice tests. We can also offer a quiet study space for free where they can review the material. However, we do offer longer courses that are more expensive if your employee needs assistance obtaining their permit prior to starting their hands-on training.

Possible Commercial Driver License (CDL) disqualifications

For the following violations:

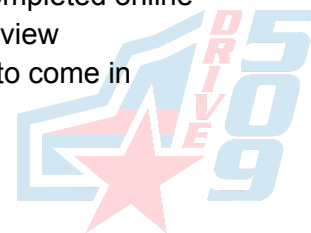
- If your Washington driver's license is suspended, revoked, canceled, or surrendered for any reason
- Conviction in court for driving a motor vehicle under the influence of alcohol or drugs
- Deferred prosecution (DUI conviction)
- Driving a commercial motor vehicle with a blood alcohol content of 0.04 or more
- Refusing to submit to a breath or blood test while driving any motor vehicle
- Leaving the scene of an accident involving a motor vehicle
- Using any motor vehicle in the commission of a felony
- Driving a commercial motor vehicle with a suspended, revoked, canceled, or disqualified CDL
- Causing a fatality through the negligent operation of a commercial motor vehicle (including but not limited to vehicular homicide or assault)

- Committing 2 or more of the violations listed above, in separate incidents
- Testing positive on the Department of Transportation test for drugs or alcohol
- Driving a commercial vehicle while under an out-of-service order
- Committing railroad-crossing violations while operating a commercial motor vehicle
- Being reported as an imminent hazard by the Federal Motor Carrier Safety Administration
- Committing 2 or more serious traffic offenses within 3 years, in separate incidents

Intake documents to be completed

Prior to enrolling or when students enroll with a future date, they are given a CDL Class Checklist (Attachment 7) that outlines the steps and order of the prerequisite tasks they need to accomplish prior to their start date. The checklist is verbally explained by our student services specialist or enrollment recruiter, prior to providing a physical copy or emailing it to them.

DRIVE509 does not keep paper copies of student files. All enrollment agreements are completed online and signed digitally. A copy of the enrollment agreement is included in this proposal for review (Attachment 8). If trainees do not have a computer or smartphone, they are encouraged to come in person and use one of DRIVE509s computers to register.



3.4.C INSTRUCTOR AND THIRD-PARTY EXAMINER VERIFICATION

DRIVE509 has verified with the State that all instructors, examiners, and routes used to train and test City employees have met or exceeded both federal and state requirements as outlined in: 49 CFR Part 380 and WACs 308-100-005,140,150,160,170. We will also ensure instructor, examiner, and route approvals will be maintained and upheld.

Instructor verification:

All instructors at DRIVE509 have a state issued instructor license number. In order to receive a state instructor certification, they have to apply for their license through the state. The state verifies the instructor has met the minimum requirements outlined in the WACS as well as the CFRs to meet FMCSA standards prior to issuing a unique instructor license number. Once the instructor begins working at a CDL school, we are required to check their certification is current and link them to our WA DOL account to submit course completions with the state. The image to the right is a screenshot of our linked approved instructors.

WASHINGTON STATE DEPARTMENT OF LICENSING

Return to dol.wa.gov
Manage other DOL Services

License eXpress for Partners

< DRIVE509

Choose instructors

Select all instructors that taught the course. In the columns to the right of the instructor's name, select only those segments that each instructor participated in.

- Each selected instructor must have taught at least one segment.
- Each segment must be taught by at least one selected instructor.
- Only instructors that are currently approved by DOL for your school are shown.

Page 1 of 2

	Name	CL	BA	PR	RA	RO
Select	CHAD ERIC WHALEN	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Select	RICHARD HENRY MCALLISTER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Select	SHANE BRANDON HUFFAKER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Select	TIMOTHY FRANK BEAMIS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Select	ANDREW GERARD BENEDETTI	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Select	MICHAEL JOSEPH GAHERIN	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Select	LARRY ALLEN TANNER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Select	JOSEPH JAMES WIEDMER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Select	CHERYL LOUISE COOPER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Select	SERGIO SAUL O'SHAUGHNESSY JR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

CL = Classroom Hours
BA = Backing Hours
PR = Proficiency Hours
RA = Range Hours
RO = Road Hours

Please note that Michael Henry is replacing Sergio O'Shaughnessy. We have received confirmation he is an approved instructor. We are just working on getting him connected to our DOL account.

DRIVE509

Third Party Skills Examiners Verification

Third Party Examiners are hired and contracted through the WA DOL. The WA DOL trains them and ensures they meet the requirements of state and federal laws. The state lists the qualified third party testers on their website. When using a new tester, DRIVE509 will call or email CDL compliance to ensure the website is up-to-date and testers are cleared to test. The independent third-party examiners listed on the [WA DOL website](#), meet the qualification requirements in WAC 308-100-150 and are contracted with the WA DOL in accordance with WAC 308-100-140.

On the WA DOL website, examiners are listed underneath the counties they have approved test routes along with the vehicle classes they are allowed to test, and their contact information. Please note DRIVE509 will not be able to fulfill the request of providing maps of the test routes. Maps of the test routes and directions are confidential, and testers are not permitted to share them with the public. However, the city location of the approved test routes are listed underneath each approved third party examiner. **Please see the image below for tester verification taken from the WA DOL Website:**

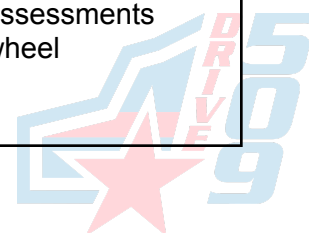
The screenshot shows a webpage with a sidebar on the left containing navigation links: 'On this page', 'Find an independent third-party examiner', 'Testing fees', and 'Washington State Certified Independent TPE'. The main content area includes the text 'again.', a blue button 'Learn how to register as a TPE', and a section for 'Spokane County'. This section lists two examiners: Steve Harvey and Tracey Thomas. Steve Harvey's details include: Test Route location: Spokane; Phone: 509-520-0985; Authorized to test: Trucks, passenger, and school bus; Vehicle Class: ABC. Tracey Thomas's details include: Test route location: Spokane; Phone: 509-842-8496; Authorized to test: Trucks, passenger, and school bus; Vehicle class: ABC. Red boxes highlight the 'Washington State Certified Independent TPE' header, the 'Spokane County' section title, and the entire list of examiner details.



3.4.D STAFF QUALIFICATIONS & PROJECT RESPONSIBILITIES

DRIVE509 currently has 16 employees with over 230 years of combined experience in the trucking industry and 86 years of combined experience in CDL training and teaching. The founder, Jason Boudreau, was a state CDL Examiner for four years and one of our substitute instructors was a state CDL examiner and auditor for 10 years. The president and chief executive officer, Angela Boudreau, will be responsible for overseeing the contract and ensuring the training plan is executed by the staff. Please see the table below for a detailed description of staff qualifications:

<p>Founder & Owner: <u>Jason Boudreau</u></p> <p>Qualifications:</p> <ul style="list-style-type: none"> • A. in Business & Computer Science • 16 years truck driving • 8 years CDL instructor • 4 yrs State CDL Examiner • Creator & founder of: CDL PowerSuite ELDT.com CDL Identity 	<p>President & CEO: <u>Angela Boudreau</u></p> <p>Qualifications:</p> <ul style="list-style-type: none"> • M.Ed Curriculum & Instruction • B.A. in Education • 17 years teaching <p>Role in Project:</p> <ul style="list-style-type: none"> • Manage & Oversee 	<p>Fleet & Instructor Operations Manager: <u>Joe Wiedmer</u></p> <p>Qualifications:</p> <ul style="list-style-type: none"> • 23 years truck driving • 4 years CDL instructor <p>Role in Project:</p> <ul style="list-style-type: none"> • Training pre-trip & backing • Proficiency assessments in pre-trip & backing • Remedial instruction • Monitoring student progress
<p>Instructor: <u>Larry Tanner</u></p> <p>Qualifications:</p> <ul style="list-style-type: none"> • 41 years truck driving • 16-years CDL instructor • HAZMAT certified <p>Role in Project:</p> <ul style="list-style-type: none"> • Training behind the wheel • Proficiency assessments behind the wheel 	<p>Instructor: <u>William Montgomery</u></p> <p>Qualifications:</p> <ul style="list-style-type: none"> • 7 years truck driving • 1 Year CDL instructor • HAZMAT certified <p>Role in Project:</p> <ul style="list-style-type: none"> • Training behind the wheel • Proficiency assessments behind the wheel 	<p>Instructor: <u>Chad Whalen</u></p> <p>Qualifications:</p> <ul style="list-style-type: none"> • 3 years truck driving • 1.5 Years CDL instructor • HAZMAT certified <p>Role in Project:</p> <ul style="list-style-type: none"> • Training behind the wheel • Proficiency assessments behind the wheel
<p>Instructor: <u>Rich Tingle</u></p> <p>Qualifications:</p> <ul style="list-style-type: none"> • 39 Years truck driving • 4-years CDL instructor <p>Role in Project:</p> <ul style="list-style-type: none"> • Training behind the wheel • Proficiency assessments behind the wheel 	<p>Instructor: <u>Shane Huffaker</u></p> <p>Qualifications:</p> <ul style="list-style-type: none"> • 18 years truck driving • 3 months CDL instructor <p>Role in Project:</p> <ul style="list-style-type: none"> • Training pre-trip & backing • Proficiency assessments in pre-trip & backing 	<p>Instructor: <u>Cheryl Cooper</u></p> <p>Qualifications:</p> <ul style="list-style-type: none"> • 16 years truck driving • 2.5 years CDL instructor • HAZMAT certified <p>Role in Project:</p> <ul style="list-style-type: none"> • Training behind the wheel • Proficiency assessments behind the wheel



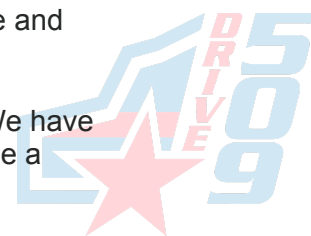
<p>Instructor: <u>Michael Henry</u> Qualifications:</p> <ul style="list-style-type: none"> • 3 years truck driving • 20 years in education <p>Role in Project:</p> <ul style="list-style-type: none"> • Classroom instruction • Training pre-trip & backing • Proficiency assessments in pre-trip & backing 	<p>Instructor: <u>Richard McAlister</u> Qualifications:</p> <ul style="list-style-type: none"> • 40 years truck driving • 2 Years CDL instructor <p>Role in Project:</p> <ul style="list-style-type: none"> • Training behind the wheel • Proficiency assessments behind the wheel 	<p>Instructor: <u>Andrew Benedetti</u> Qualifications:</p> <ul style="list-style-type: none"> • 10 years truck driving • 2 years CDL instructor <p>Role in Project:</p> <ul style="list-style-type: none"> • Training behind the wheel • Proficiency assessments behind the wheel
<p>Office Manager: <u>Anna Niles</u> Qualifications:</p> <ul style="list-style-type: none"> • 7 years office experience managing DQ files, Clearing House & Company drug tests, and payroll. <p>Role in Project:</p> <ul style="list-style-type: none"> • Scheduling • Billing • Communicating academic progress with City & student 	<p>Enrollment Recruiter: Brenna Tanner Qualifications:</p> <ul style="list-style-type: none"> • 17 years driver recruiter • 1 year HR specialist <p>Role in Project:</p> <ul style="list-style-type: none"> • Communicating prerequisites & schedule to students 	<p>Student Services Specialist: <u>Olivia Bolin</u> Qualifications:</p> <ul style="list-style-type: none"> • B.A. in Geography • Minor in History & GS <p>Role in Project:</p> <ul style="list-style-type: none"> • Document collection & compliance • Monitoring trainee's hours
<p>Substitute Instructor: <u>Michael Gaherin</u> Qualifications:</p> <ul style="list-style-type: none"> • 10 years truck driving • 8 years CDL instructor • 10 years as CDL State Examiner & Auditor <p>Role in Project:</p> <ul style="list-style-type: none"> • On call substitute Instructor for all training areas 	<p>Diesel Mechanic: <u>Daniel Cannon</u> Qualifications:</p> <ul style="list-style-type: none"> • Certified diesel mechanic <p>Role in Project:</p> <ul style="list-style-type: none"> • Maintain fleet to ensure safety & compliance w/state & federal regs. • Assist instructors & students in education of truck parts only 	

DRIVE509 commits the above identified staff will adhere to the roles listed in the table above. If there are staffing changes, we will notify the City. If there are issues or concerns that arise or there are requests for changes in the scope of work, DRIVE509 will respond proactively in the best interest of the City and their employees. We will communicate and collaborate with designated City supervisors about the employee training needs and respond accordingly.

Facilities and Equipment

DRIVE509 maintains our facility and yard space for training in compliance with federal and state safety requirements. DRIVE509 features a brand-new facility with two separate classrooms, a heated shop, and four acres of training space. The classrooms are equipped with microwaves, a refrigerator, sinks, and tables/chairs for student use. Both male and female lavatories are available along with ADA access. Our facilities and training environments are smoke free and free from hazards. There is parking available in a well-lit parking lot.

DRIVE509 has 16 semi-trucks, 16 trailers, and a Class B vehicle available for training. We have both manual and automatic transmission vehicles equipped with air brakes. We employ a



certified diesel mechanic to ensure our equipment is safe to operate and compliant with DOT regulations. Having an inhouse mechanic cuts down on repair wait times and allows us to respond quickly to any equipment issues that may arise.

3.4.E SECURITY CONTROLS

All student documents and records are digitally stored and encrypted in our cloud based operating software, CDL PowerSuite. CDL PowerSuite data is stored in the Amazon Web Services (AWS), which is the world's most comprehensive and broadly adopted cloud offering, with millions of global users depending on it every day AWS has comprehensive compliance controls and supports 143 security standards and compliance certifications, including PCI-DSS, HIPAA/HITECH, FedRAMP, GDPR, FIPS 140-2, and NIST 800-171; satisfying data security compliance requirements around the globe. In the event AWS had a data breach, CDL PowerSuite carries additional Cyber Liability Insurance for up to \$3,000,000 to cover any data breaches.

Our enrollment agreement requests the personal information required by the state. Though we are required to ask for the information, those enrolling have the option to opt out of providing information they do not wish to share such as their social security number and race. Please see the Enrollment Agreement (attachment ___) for the detailed information students are asked to provide in accordance with state laws. Fields marked with a red asterisk are required and cannot be skipped in the enrollment process. Again, this data is encrypted and can only be accessed by the trainee, employer, or selected DRIVE509 employees with permissions attached to their username. Each software user has a unique login and password that can be traced.

The information entered on the Enrollment Agreement, is used at the end of the year to report to the Washington WorkForce Training and Education Coordinating Board. The information is used to complete the mandatory annual training report. The report is then uploaded to their secure engine portal. Information is not shared with any other third parties.

3.4.F FIRM CONTRACTS

Professional Contracts			
Contracted Agency or Company	Contract Description	Contract Period	Reference Phone/Email
City of Spokane	To provide CDL training to chos Water Department Employees	February 2024- February 2025	-----
WASHINGTON STATE BOARD FOR COMMUNITY AND TECHNICAL COLLEGE & The McGregor Company Halme Construction	Job Skills Program <u>Competitive</u> Consortium Grant- to provide short term Training to upgrade current employee skills or new hires; 85 trainees (52 new hires 22 upgraded skills) trained	July 1st, 2021- June 30th, 2023	Jenna Moore McGregor Company EHS&S Department jena.moore@mcgregor.com 509-397-4355 Ext. 0007



Clean Harbors	between three participating companies		
WASHINGTON STATE BOARD FOR COMMUNITY AND TECHNICAL COLLEGE	WA CDL <u>Competitive</u> Grant-competitive grant awarded to increase access to quality CDL training to fill the void of CDL drivers;successfully trained 171 students during the first to years contracted; success of third contracted year TBD.	Dec. 1st, 2022– June 30th, 2023 Oct.. 1st, 2022– June 30th, 2024 July 1st, 2024– June 30th, 2025	Danny Marshall Program Administrator, Workforce Education dmarshall@sbctc.edu 360-704-4332
WASHINGTON STATE BOARD FOR COMMUNITY AND TECHNICAL COLLEGES	Worker Retraining <u>Competitive</u> Grant-to provide a tuition assistance program administered through private career schools and colleges in Washington State at the request of unemployed Workers; successfully trained 270 students from July 1, 2021-May 2024.	July 1, 2021- June 30, 2022 July 1, 2022- June 30, 2023 July 1, 2023- June 30, 2024 July 1, 2024- June 30, 2025	Shanna McBride Program Administrator, Workforce Education smcbride@sbctc.edu 360-704-4354
Boise Cascade	Provide individualized refresher training to current employees who have CDLs but less than 2 years driving experience	February 2024- Current	Kevin M. Arneson Region Wood Procurement Manager/Inland Region Boise Cascade kevinarneson@bc.com 509-675-3266

3.4.G TERMINATED CONTRACTS

DRIVE509 has never had contracts that have been terminated in the last five years or ever.



Description of Programs

Courses	Course Descriptions	Training Breakdown	Tuition	Prerequisites
<p>Class A CDL Essentials</p>	<p>Course Design: This course is rigorous and designed for students who need to get back to work ASAP and/or for students who learn quickly, are diligent, dedicated, and focused on his/her studies. <i>*This course is designed to <u>meet</u> the Entry-level Driver Training (ELDT) requirements set forth by the Federal Motor Carrier Safety Administration (FMCSA) and Washington (WA) Department of Transportation (DOT).</i></p> <p>Course Objectives: Students will be able to demonstrate proficiency of the essential skills necessary to safely operate a Class A commercial vehicle as well as demonstrate knowledge proficiency of the topics covered in the Classroom Theory Training. <i>*VA education assistance students may take this course using GI Bill®.</i></p>	<p>Time Commitment: 160 clock hours 4 weeks 40hrs per week</p> <p>Classroom Theory Training (40hrs):</p> <ul style="list-style-type: none"> • Basic Operation • Safe Operating Procedures • Advanced Operation Practices • Vehicle Systems and Reporting Malfunctions • Non-Driving Activities (e.g., Hours of Service) <p>Behind-the-Wheel Training (120hrs):</p> <ul style="list-style-type: none"> • 18hrs of street driving • 16hrs of backing maneuvers • 16hrs of proficiency development • 70hrs of combined lab training, range training, and observation 	<p>\$4,500</p>	<ul style="list-style-type: none"> • Class A Permit • DOT medical card • DOT drug test • Full driving record • Level 6+ English language proficiency
<p>Class A CDL Basics</p>	<p>Course Design: This course is designed to provide students with an additional week of hands-on training and is recommended for most students new to the CDL world. The additional training will optimize the practical application of newly acquired skills and knowledge. It is designed to increase student proficiency and confidence through extended practice ensuring they meet the rigorous demands of the ELDT Requirements. <i>*This course is designed to exceed the ELDT course requirements set forth by the FMCSA and WA DOT.</i></p> <p>Course Objectives: Students will be able to demonstrate proficiency of the essential skills necessary to safely operate a Class A commercial vehicle as well as demonstrate knowledge proficiency of the topics covered in the Classroom Theory Training.</p>	<p>Time Commitment: 200 clock hours 5 weeks 40hrs per week</p> <p>Classroom Theory Training (40hrs):</p> <ul style="list-style-type: none"> • Basic Operation • Safe Operating Procedures • Advanced Operation Practices • Vehicle Systems and Reporting Malfunctions • Non-Driving Activities (e.g., Hours of Service) <p>Behind-the-Wheel Training (140hrs):</p> <ul style="list-style-type: none"> • 23hrs of street driving • 21hrs of backing maneuvers • 16hrs of proficiency development • 95hrs of combined lab training, range training, and observation 	<p>\$5,625</p>	<ul style="list-style-type: none"> • Class A Permit • DOT medical card • DOT drug test • Full driving record • Level 5+ English language proficiency

"GI Bill®" is a registered trademark of the U.S. Department of Veterans Affairs (VA). More information about education benefits offered by VA is available at the official U.S. government website at www.benefits.va.gov/gibill.

Description of Programs

Courses	Course Descriptions	Training Hours	Tuition	Prerequisites
<p>Class A CDL Remedial</p>	<p>Course Design: This course is designed for trainees who need additional repetition and practice to achieve mastery of the necessary knowledge and skills required to obtain a CDL (e.g. <i>English Language Learners with lower levels of English proficiency, trainees who have previously struggled in a general education setting, trainees with test anxiety, etc.</i>). The first week of training provides structured study time to help students obtain their permit and an additional week of hands-on training. This course provides students with the gift of time to allow for practical application of the new skills and knowledge acquired throughout training.</p> <p><i>*This course is designed to <u>exceed</u> the ELDT training and course requirements set forth by the FMCSA and WA DOT.</i></p> <p>Course Objective: Students will obtain their Class A CDL permits and be able to demonstrate proficiency of the essential skills necessary to safely operate a Class A commercial vehicle as well as demonstrate knowledge proficiency of the topics covered in the Classroom Theory Training.</p>	<p>Time Commitment: 240 clock hours 6 weeks 40hrs per week</p> <p>CDL Permit Preparation (40hrs):</p> <ul style="list-style-type: none"> • General Knowledge • Airbrakes • Combination Vehicles • Test prep and practice <p>Classroom Theory Training (40hrs):</p> <ul style="list-style-type: none"> • Basic Operation • Safe Operating Procedures • Advanced Operation Practices • Vehicle Systems and Reporting Malfunctions • Non-Driving Activities (e.g., Hours of Service) <p>Behind-the-Wheel Training (160hrs):</p> <ul style="list-style-type: none"> • 23hrs of street driving • 21hrs of backing maneuvers • 21hrs of proficiency development <p>95hrs of combined lab training, range training, and observation</p>	<p>\$6,750</p>	<ul style="list-style-type: none"> • Valid driver’s license • DOT medical card • DOT drug test • Full driving record • Level 4+ English language proficiency

Description of Programs

Courses	Course Descriptions	Training Hours	Tuition	Prerequisites
<p>Class B-A CDL Essentials</p>	<p>Course Design: This course is designed for students who possess a Class B CDL, have experience operating a non-synchronized transmission and seek to upgrade their skills to a Class A CDL.</p> <p><i>*This course is designed to <u>meet</u> the ELDT training and course requirements set forth by the FMCSA and WA DOT.</i></p> <p>Course Objective: Students will be able to demonstrate proficiency of the essential skills necessary to safely operate a Class A commercial vehicle as well as demonstrate knowledge proficiency of the topics covered in the Classroom Theory Training.</p> <p><i>*VA education assistance students may take this course using GI Bill®.</i></p>	<p>Time Commitment: 80 clock hours 2 weeks 40hrs per week</p> <p>Upgrade Classroom Theory Training:</p> <ul style="list-style-type: none"> • Basic Operation • Safe Operating Procedures • Advanced Operation Practices • Vehicle Systems and Reporting Malfunctions • Non-Driving Activities (e.g., Hours of Service) <p>Behind-the-Wheel Training (80hrs):</p> <ul style="list-style-type: none"> • 18hrs of street driving • 16hrs of backing maneuvers • 16hrs of proficiency development • 30hrs of combined lab training, range training, and observation 	<p>\$2,950</p>	<ul style="list-style-type: none"> • Class B Driver's License • <i>Experience operating a Class B vehicle with a non-synchronized transmission</i> • Class A Permit • DOT medical card • DOT drug test • Full driving record • Level 4+ English language proficiency
<p>Class B-A CDL Basics</p>	<p>Course Design: This course is designed for students who possess a Class B CDL and seek to upgrade their skills to a Class A CDL.</p> <p><i>*This course is designed to <u>exceed</u> the ELDT training and course requirements set forth by the FMCSA and WA DOT.</i></p> <p>Course Objective: Students will be able to demonstrate proficiency of the essential skills necessary to safely operate a Class A commercial vehicle as well as demonstrate knowledge proficiency of the topics covered in the Classroom Theory Training.</p>	<p>Time Commitment: 120 clock hours 3 weeks 40hrs per week</p> <p>Upgrade Classroom Theory Training (6hrs):</p> <ul style="list-style-type: none"> • Basic Operation • Safe Operating Procedures • Advanced Operation Practices • Vehicle Systems and Reporting Malfunctions • Non-Driving Activities (e.g., Hours of Service) <p>Behind-the-Wheel Training (114hrs):</p> <ul style="list-style-type: none"> • 18hrs of street driving • 16hrs of backing maneuvers • 16hrs of proficiency development <p>64hrs of combined lab training, range training, and observation</p>	<p>\$3,875</p>	<ul style="list-style-type: none"> • Class B Driver's License • Class A Permit • DOT medical card • DOT drug test • Full driving record • Level 4+ English language proficiency

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Admissions & Enrollment
Attachment 1 page 4 of 6
Description of Programs

Courses	Course Descriptions	Training Hours	Tuition	Prerequisites
<p style="text-align: center;">Class B CDL Essentials</p>	<p>Course Design: This course is designed for trainees who seek to obtain a Class B CDL.</p> <p><i>*This course is designed to <u>meet</u> the ELDT training and course requirements set forth by the FMCSA and WA DOT.</i></p> <p>Course Objective: Students will be able to demonstrate proficiency of the essential skills necessary to safely operate a Class B commercial vehicle as well as demonstrate knowledge proficiency of the topics covered in the Classroom Theory Training.</p> <p><i>*VA education assistance students may take this course using GI Bill®.</i></p>	<p>Time Commitment: 80 clock hours 2 weeks 40hrs per week</p> <p>Classroom Theory Training (40hrs):</p> <ul style="list-style-type: none"> • Basic Operation • Safe Operating Procedures • Advanced Operation Practices • Vehicle Systems and Reporting Malfunctions • Non-Driving Activities (e.g., Hours of Service) <p>Behind-the-Wheel Training (40hrs):</p> <ul style="list-style-type: none"> • 14hrs of street driving • 8hrs of backing maneuvers • 8hrs of proficiency development • 10hrs of combined lab training, range training, and observation 	<p style="text-align: center;">\$2,950</p>	<ul style="list-style-type: none"> • Class B Permit • DOT medical card • DOT drug test • Full driving record • Level 4+ English language proficiency
<p style="text-align: center;">Class B CDL Basics</p>	<p>Course Design: This course is designed for trainees who need additional repetition and practice to achieve mastery of the necessary knowledge and skills required to obtain a Class B CDL (e.g. <i>English Language Learners with lower levels of English proficiency, trainees who have previously struggled in a general education setting, trainees with test anxiety, etc.</i>). This course provides students with the gift of time to allow for the practical application of the new skills and knowledge acquired throughout training.</p> <p><i>*This course is designed to the ELDT training and course requirements set forth by the FMCSA and WA DOT.</i></p> <p>Course Objective: Students will be able to demonstrate proficiency of the essential skills necessary to safely operate a Class B commercial vehicle as well as demonstrate knowledge proficiency of the topics covered in the Classroom Theory Training.</p>	<p>Time Commitment: 120 clock hours 3 weeks 40hrs per week</p> <p>Classroom Theory Training (40hrs):</p> <ul style="list-style-type: none"> • Basic Operation • Safe Operating Procedures • Advanced Operation Practices • Vehicle Systems and Reporting Malfunctions • Non-Driving Activities (e.g., Hours of Service) <p>Behind-the-Wheel Training (80hrs):</p> <ul style="list-style-type: none"> • 18hrs of street driving • 13hrs of backing maneuvers • 13hrs of proficiency development • 21hrs of combined lab training, range training, and observation 	<p style="text-align: center;">\$3,875</p>	<ul style="list-style-type: none"> • Class B Permit • DOT medical card • DOT drug test • Full driving record • Level 4+ English language proficiency

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Admissions & Enrollment
Attachment 1 page 5 of 6
Description of Programs

Courses	Course Descriptions	Training Hours	Tuition	Prerequisites
<p style="text-align: center;">CDL Refresher</p>	<p>Course Design: This course is designed for trainees who already possess a Class B or Class A CDL who have not driven for an extended period of time and need to refresh their skills to ensure safety and compliance with federal and state laws.</p> <p>Course Objective: Students will be able to demonstrate proficiency of the essential skills necessary to safely operate a Class B or Class A commercial vehicle as well as demonstrate knowledge of the Theory Training outlined by FMSCA.</p>	<p>Time Commitment: 80 clock hours 2 weeks 40hrs per week</p> <ul style="list-style-type: none"> A pre-enrollment interview will be conducted with each student as well as a drive test to determine areas of need. Students will work with instructors to develop an individualized leaning plan based on their needs and skill level. This will ensure they reach a proficiency level necessary to operate a commercial vehicle safely and comfortably. 	<p style="text-align: center;">\$2,950</p>	<ul style="list-style-type: none"> Valid Class B or Class A Commercial Driver's License Pre-enrollment interview DOT medical card DOT drug test Full driving record
<p style="text-align: center;">CDL Refresher</p>	<p>Course Design: This course is designed for trainees who already possess a Class B or Class A CDL who have not driven for an extended period of time and need to refresh their skills to ensure safety and compliance with federal and state laws.</p> <p>Course Objective: Students will be able to demonstrate proficiency of the essential skills necessary to safely operate a Class B or Class A commercial vehicle as well as demonstrate knowledge of the Theory Training outlined by FMSCA.</p>	<p>Time Commitment: 40 clock hours 1 week 40hrs per week</p> <p>A pre-enrollment interview will be conducted with each student as well as a drive test to determine areas of need. Students will work with instructors to develop an individualized leaning plan based on their needs and skills level. This will ensure they reach a proficiency level necessary to operate a commercial vehicle safely and comfortably.</p>	<p style="text-align: center;">\$1,800</p>	<ul style="list-style-type: none"> Valid Class B or Class A Commercial Driver's License Pre-enrollment interview DOT medical card DOT drug test Full driving record

Description of Programs

Courses	Course Descriptions	Training Hours	Tuition	Prerequisites
HAZMAT	<p>Course Design: This course is designed for trainees who seek to add a Hazardous Materials endorsement to operate a commercial motor vehicle used in the transportation of hazardous materials.</p> <p><i>*This course is designed to <u>meet</u> the ELDT training and course requirements set forth by the FMCSA and WA DOT.</i></p> <p>Course Objective: Students will demonstrate 80% or greater knowledge proficiency of topics covered in the HAZMAT Classroom Theory Training to ensure they are prepared for the state-administered knowledge test.</p> <p><i>*VA education assistance students may take this course using GI Bill®.</i></p>	<p>Time Commitment: 16 clock hours 2 days 8hrs per day</p> <p>Classroom Theory Training (16hrs):</p> <ul style="list-style-type: none"> • Basic Introductory HM Requirements • Operational HM Requirements • Reporting HM Crashes and Releases • Tunnels and Railroad (RR)-Highway Grade Crossing Requirements • Loading and Unloading HM • HM on Passenger Vehicles • Bulk Packages • Operating Emergency Equipment • Emergency Response Procedures • Engine (Fueling) • Tire Check • Routes and Route Planning • Hazardous Materials Safety Permits (HMSP) 	\$350	<p>Prior to Class:</p> <ul style="list-style-type: none"> • Valid Driver's License <p>To Obtain Endorsement:</p> <ul style="list-style-type: none"> • Complete a TSA background check & fingerprinting • Obtain a CDL A/B/C • Take the corresponding knowledge test at the DOL

Books and Supplies: These are all included in tuition costs. **School Registration Fee:** \$100

**VA education assistance students may NOT take the following courses using GI Bill®: CDL Refresher, Class B-A Basics, Class A Remedial, Basic, or Advanced.*

Outside Mandatory Fees Charged for the Pursuit of the Program:

Class A, Class B-A, Class B: DOT drug test \$60, DOT Medical Exam \$110, CLP Knowledge test \$35, CDL permit \$40, State Skills Exam \$235, and final DOL licensing fees vary depending on the expiration and endorsements \$50-\$150 **Total Outside Fees:** \$530-\$630

Hazmat: TSA background check & Fingerprinting \$87, DOL Knowledge test \$35, adding a new endorsement to license varies on the expiration date of the license and ranges \$50-150 **Total Outside Fees:** \$177-\$277

Educational Credential

After completion of a program, each student will be given a DRIVE509 Certificate of Completion to satisfy the Washington State Department of Licensing training requirements. Training completion at DRIVE509 will enable students to test with a state certified 3rd party tester. Upon passing the independent state exam, students will then be able to receive their CDL.

**ATTACHMENT 2 – REQUEST FOR PROPOSALS #6042-24
PRICING FORM
(WITH RESPONSIBILITIES AND COURSE INFORMATION)**

Page 1 of 3

DRIVE509 will charge the City the published course rates and will also provide the requested **hourly rates for remedial training or accompanying the trainee to the test site. The attached cost estimate outlines the costs associated with obtaining a CDL.

CDL Training Provider Summary of Fees* and Course Information. Submit as all-inclusive Unit Cost per line item to fulfill contract requirements. Indicate all services available; mark "N/A" for services not available. Additional resource information documents may be included in the proposal.				
Item/Service	Cost/Fee	Term or per-hour rate	Schedule (if applicable)	Location
Registration fee	\$100			
DACH Query	We are happy to conduct DACH Queries on your behalf; however, C/TPAs cannot purchase query plans on behalf of an employer. The City legally has to purchase them. The basic rate for your reference is \$1.25 per query. I included an Query-Purchase-Factsheet (Attachment 10) for reference to help guide you. I am also happy to share my knowledge about the process with a designated City employee who manages the DACH queries.			
Class A Options				
Class A CDL Essentials:	\$4,500	4 weeks: 160 hours	All classes are Monday - Friday. Day Classes 7:00 A.M. -4:00 P.M New course begins every Monday	3620 N. Eden Rd. Spokane Valley, WA 99216
Class A CDL Basics:	\$5,625	5 weeks;200 hours	Night classes 3:00 P.M. -9:30 P.M New courses begin on Monday and are on a five-week rotation.	
Class A CDL Remedial:	\$6,750	6 weeks;240 hours		
Class B Options				
Class B CDL Essentials:	\$2,950	2 weeks;80 hours	All classes are Monday - Friday. Day Classes 7:00 A.M. -4:00 P.M New course begins every Monday	3620 N. Eden Rd. Spokane Valley, WA 99216
Class B CDL Basics:	\$3,875	3 weeks;120 hours	Night classes 3:00 P.M. -9:30 P.M New courses begin on Monday and are on a five-week rotation.	
Class C	This is typically only accessed when someone is delivering Hazardous materials while using a commercial motor vehicle that is less than 26,000 Lbs.We do not recommend obtaining a Class C CDL as it requires the same amount of training as a Class B CDL. If the City is investing in training for their employees, it would be wise to have anyone needing a Class C to take the Class B course instead because it will also cover a Class B and takes the same amount of time.			
Class B-A Options				
Class B-A CDL Essentials:	\$2,950	2 weeks;80 hours	All classes are Monday - Friday. Day Classes 7:00 A.M. -4:00 P.M New course begins every Monday	3620 N. Eden Rd. Spokane Valley, WA 99216
Class B-A CDL Basics:	\$3,875	3 weeks;120 hours	Night classes 3:00 P.M. -9:30 P.M New courses begin on Monday and are on a five-week rotation.	
Class C to Class B	NA			
Hazmat Course	\$350	16 hours	Every three weeks Saturday & Sunday 8:00AM-4:30PM (see Attachment 9)	3620 N. Eden Rd. Spokane Valley, WA 99216 or through a live webinar in the comfort of their home or office

**ATTACHMENT 2 – REQUEST FOR PROPOSALS #6042-24
PRICING FORM
(WITH RESPONSIBILITIES AND COURSE INFORMATION)**

Skills Examiner Test	\$175-\$235	Local tester \$175 Out of Town Tester \$235- Only used to prevent delay in testing if local tester is unavailable	Scheduled after completion date. Typically Saturday, Sunday, or Monday; based on third-party examiners' schedule.	508 N Fiske St Spokane, WA 99202
Hazmat Theory	\$25	FMCSA HAZMAT Theory	Will be completed in class during the 16 hour Hazmat course.	3620 N. Eden Rd. Spokane Valley, WA 99216 or through a live webinar in the comfort of their home or office
Hazmat Exam	\$35	WA DOL HAZMAT Endorsement Knowledge Test	Check with the desired local DOL	Any WA State DOL
Hazmat Background (pass-through fees)	\$86.50	Subject to change if the government increases their prices in the next 3 years.	A portion of the application can be completed online and the fingerprinting be scheduled online: https://tsaenrollmentbyidemia.tsa.dhs.gov/programs/hme Mailbox Center: M-F 8:00AM-5:30PM Sat- 9:00AM-3:30PM	Local HAZMAT Background Checks: Mailbox Center 9116 E Sprague Ave, Spokane Valley, WA 99206
Additional Training by the Hour	\$45	HOURLY RATE	TBD	3620 N. Eden Rd. Spokane Valley, WA 99216
Refresher/Safer Driver Employee Evaluation & Refresher Course or 1	\$1,800	1 weeks;40 hours		3620 N. Eden Rd. Spokane Valley, WA 99216
Refresher Course 2	\$2,950	2 weeks;80 hours		
Other, list below:				
City request for Firm to accompany City employee to test facility	\$45	HOURLY RATE		508 N Fiske St Spokane, WA 99202
Firm to provide an option for remedial training, at an hourly and weekly rate, for trainees who have completed the curriculum but fail to acquire a CDL	\$45 \$1,125	HOURLY RATE WEEKLY RATE	TBD	3620 N. Eden Rd. Spokane Valley, WA 99216
Additional drives or refresher drives;	\$250	Per drive	TBD	3620 N. Eden Rd. Spokane Valley, WA 99216
*Exclude fees for: driver abstract, permit and permit exam, DOT physical, DOT drug and alcohol screening, and ELDT fee.				

CDL Training Fees City/Employee is responsible for

Item	Notes
Driver Motor Vehicle Report (abstract)	Completed by employee or City and provided to Training Provider within required period prior to first day of training.

**ATTACHMENT 2 – REQUEST FOR PROPOSALS #6042-24
PRICING FORM
(WITH RESPONSIBILITIES AND COURSE INFORMATION)**

Page 3 of 3

DOT Physical	Completed by City prior to attending CDL training. City or student will provide valid Medical Certificate to the Training Provider.
DOT Drug & Alcohol testing (after receiving permit, prior to CDL training)	After receiving permit, will be completed prior to attending CDL training. If needed, City may provide authorization form to the Training Provider to send student to the City’s contracted Firm. Results will be sent to City and provided to Training Provider.
Permit written knowledge test(s)	Employee responsibility
Commercial Permit	Employee responsibility
Entry Level Driver Training (ELDT)	Employee responsibility
CDL License fee with renewal + endorsements	Employee responsibility



**Washington
Workforce Training and
Education Coordinating Board**



SCHOOL LICENSE

**This certifies that the postsecondary educational institution below is
licensed by the authority of Chapter 28C.10 Revised Code of
Washington Private Vocational Schools Act**

DRIVE509

**3620 N. Eden Rd.
Spokane Valley , WA 99216**

Valid 2023-09-01 through 2024-08-31

Cannot be transferred to another location

License is valid for one year from the date of issue unless revoked or suspended.

Application renewals must be submitted at least 30 days before license expiration.

Late renewals are subject to payment of late fees per RCW 28C.10.060


**P.O Box 43105
Olympia, Washington 98504-3105
Telephone: (360) 709-4600**


A handwritten signature in black ink, appearing to be 'C. H.', written over a horizontal blue line.

Executive Director



FMCSA TPR Registration Proof


FMCSA
 Federal Motor Carrier Safety Administration
 Log Out JASON


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Training Providers
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[Manage Provider](#)
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[Manage Access](#)

Manage Provider

Below is the information entered during training provider registration. If you need to make updates to this information, click **Edit**, make your changes, and click **Save**. Some changes may need to be approved by FMCSA.

PROVIDER INFORMATION	AFFILIATIONS	BIENNIAL CERTIFICATION	Voluntary Removal Edit History		
-----------------------------	---------------------	-------------------------------	--	--	--

Contact Information		Address (Physical)		
Company Name		Street		
CDL Solutions LLC		3620 N Eden Rd		
Doing Business As (DBA) Name (optional)		City		
DBA DRIVE509		Spokane Valley		
Business Phone Number	Fax Number (optional)	Country	State	ZIP Code
+1 509-990-2884	+1 509-400-5691	United States	Washington	99216
Business Email Address		Address (Mailing) Same as Physical Address		
angela@drive509.com				
Business Website URL (optional)				
https://drive509.com/				


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PROVIDER INFORMATION	AFFILIATIONS	BIENNIAL CERTIFICATION	Voluntary Removal Edit History	
-----------------------------	---------------------	-------------------------------	--	--

Training Provider Identification Numbers	
USDOT Number	
2935286	
Training Provider Third Party Affiliations	
None	



FMCSA TPR Registration Proof

TRAINING PROVIDER REGISTRY | [Email Sign Up](#) | [Home](#) | [Learn](#) | [Entry-Level Drivers](#) | [Training Providers](#) | [Contact](#) | [Find Provider](#) Q

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Manage Provider

Below is the information entered during training provider registration. If you need to make updates to this information, click **Edit**, make your changes, and click **Save**. Some changes may need to be approved by FMCSA.

[PROVIDER INFORMATION](#) |
 [AFFILIATIONS](#) |
 [BIENNIAL CERTIFICATION](#) |
 [Voluntary Removal](#) |
 [Edit](#) |
 [History](#)

To remain listed on the Training Provider Registry, training providers are required to re-certify their information in the Training Provider Registry at least once every two years. You do not need to take any action at this time, we will remind you when your biennial update is almost due.

Biennial Certification History

Certified on 1/15/2024 at 3:57 PM	Certified By: JASON BOUDREAU	Next Due: 1/14/2026
Approved on 9/15/2021 at 12:11 PM	Certified By: JASON BOUDREAU	Next Due: 2/5/2024

Learn More

For a complete list of training provider requirements, see 49 C.F.R. part 380, [subpart G](#). For assistance, you can view these materials provided by FMCSA.

United States Department of Transportation Q

FMCSA
Federal Motor Carrier Safety Administration

TRAINING PROVIDER REGISTRY | [Email Sign Up](#)

[Training Type](#)
 Class A, Class B and Hazardous Materials (Theory)

[Location](#)
 Spokane, WA, USA

Training Locations

[In-Person \(1904\)](#) |
 [Online \(0\)](#) |
 [Traveling Provider \(25\)](#) |
 Put

City/State: Spokane, WA [Website](#)
Phone: +1 317-459-7193
[Show More](#)

#1 DRIVE509

Provider Name: DBA DRIVE509 [Website](#) [Directions](#)
Address: 3620 N Eden Rd, Spokane Valley, WA 99216
Phone: +1 509-990-2884

Training Offered:
 Class A: Theory, BTW-Public Road and BTW-Range
 Class B: Theory, BTW-Public Road and BTW-Range
 Passenger: Theory, BTW-Public Road and BTW-Range
 School Bus: Theory, BTW-Public Road and BTW-Range
 Hazardous Materials: Theory
[Show Less](#)

Dashboard

Institution Information

Institution ID	25786
Institution Name	DRIVE509
Primary Contact	Angie Boudreau
Contact Email	angela@drive509.com
Registration ID	1435
Exemption Type	
Expiration Date	08/31/2024
Initial Approval Date	10/23/2023
Closed Date	
Degree Granting	No
Profit Type	For Profit
For Profit Type	For Profit
Ownership Type	General Partnership
UBI Number	604120391
Statewide Vendor Number	SWV0252368-02
Joint Jurisdiction	

Contact Information

Physical Address	3620 N. Eden Rd. Spokane Valley , WA 99216
Mailing Address	3620 N. Eden Rd. Spokane Valley, WA 99216
Website	
Phone Number	(509) 990-2884

Locations

No Locations defined.

Programs

- CDL Refresher
- CDL Refresher
- Class A CDL Basics
- Class A CDL Essentials
- Class A CDL Remedial
- Class B-A CDL Basics
- Class B-A Essentials
- Class B CDL Basics
- Class B CDL Essentials

Regulatory Information

Program Specialist	Darlene Bartlett
VA Approved	true
VA Facility Code	25484247
TRTF Schedule	
TRTF Total Paid	\$0.00

Accreditations

No Accreditations defined for your institution.

This is a screen shot from the Workforce Education and Training Cordinating Board Website that shows approved courses.



DRIVE509 Driving Record Admittance Policy:

DRIVE509 strives to provide quality training to individuals who seek to obtain the Commercial Driver's License. Prior to admittance into our program, students are required to submit a full driving record which spans a minimum of three years. An enrollment specialist will review applicants driving records to ensure he/she is employable prior to his/her training dates.

The following guidelines will be used to evaluate applicant's driving records:

Applicants must have an active driver's license with no open tickets that could result in a suspended license.

Applicants ages 18-24

In the last three years:

-No more than three moving violations (We count electronic tickets); unless you have two letters of intent to hire from different company managers or one letter stating you will be hired by the company once you obtain your CDL.

-No at fault accidents

In the last five years:

-No DUIs; unless you have two letters of intent to hire from different company managers or one letter stating you will be hired by the company once you obtain your CDL.

Applicants ages 25+

In the last three years:

-No more than four moving violations (We count electronic tickets); unless you have two letters of intent to hire from different company managers or one letter stating you will be hired by the company once you obtain your CDL.

-No more than one at fault accident with three or less moving violations; unless you have two letters of intent to hire from different company managers or one letter stating you will be hired by the company once you obtain your CDL.

In the last five years:




-No DUIs; unless you have two letters of intent to hire from different company managers or one letter stating you will be hired by the company once you obtain your CDL.


CDL Class Checklist (Complete in order!)

www.drive509.com | 509-990-2884 | admin@drive509.com

NEED funding? Please call, and we would be happy to discuss any assistance options!

- 1. **English Language Assessment** | Cost: \$0
If English is your second language, you must complete an English Language Proficiency Assessment with Spokane Community College. See the attachment for details. If English is your first language, proceed with the checklist.
- 2. **DOT Medical Card** | Cost: \$110 | Guardian Occupational Health | 509-402-2880 | <https://www.guardianocchealth.com/>
Each CDL holder must obtain their DOT Medical Card that declares they are in good health to drive a CMV. To get your medical card, you will have to complete a full medical exam with a DOT-certified physician.
***Please be sure that the "CDL/CLP Applicant/Holder" checkbox on the bottom right-hand corner of your medical card is marked **YES**.
- 3. **Register for Class** | Cost: \$100
Call or email us for a registration link to get on the schedule!
- 4. **Commercial Learner's Permit** | Cost: \$75
Knowledge tests are completed at the DOL to obtain your permit. Study the [WA Commercial Driver Guide](#) to prepare for your tests.

Course	What to Study	Study Aids	What to Bring to DOL
 Class A or B-A	General Knowledge - Ch. 1, 2, 3 Airbrakes - Ch. 5 Combination - Ch.6	 Audiobook	<ul style="list-style-type: none">• Medical Card• Driver's License• 2nd Form of ID (Passport, Original Birth Certificate, Permanent Resident Card)
 Class B	General Knowledge - Ch. 1, 2, 3 Airbrakes - Ch. 5	Practice Tests: <ul style="list-style-type: none">• cdl-prep.com• cristcdl.com	

- 5. **Clearinghouse Registration** | clearinghouse.fmcsa.dot.gov
After obtaining your CLP, you must register in the FMCSA Clearinghouse as a **student driver prior** to your DOT drug test, unless you are already registered through your current employer. Please designate Spokane Testing Solutions as your C/TPA. Follow the link above to register and [click here](#) for directions. Call us if you need assistance.
- 6. **DOT Drug Test** | Cost: \$60 | Spokane Testing Solutions | 509-838-7133 | spokanetestingsolutions.com 
Have and **bring** your CLP with you for your drug test. **ALL** federally illegal substances will be tested. This includes marijuana, which you must stop consuming due to now being subject to federal regulations. (Take within 14 days of class start date)
- 7. **Full Driving Record** | Cost: \$15 | dol.wa.gov
Obtain a copy of your Full Driving Record from the DOL in person or online. (Obtain within 30 days of class start date)
- 8. **Upload Your Docs** | app.cdlpowersuite.com/login
As you complete the steps above, sign into your [DRIVE509 student portal](#) and upload a photo of each item to your account. This includes:
 - Driver's License
 - CLP
 - DOT Medical Card
 - Full Driving Record

ENROLLMENT AGREEMENT


SELECT CLASS

Drive509 offers three classes in addition to a HAZMAT add-on. Learn more about each class by clicking 'learn more' under the class name.

This portion will vary based on which class the student chooses during registration online.



160 Hours Class A CDL Essentials
COMBINATION VEHICLE



Course Design: 160 clock hours - 4 weeks - 40hrs per week This course is rigorous and designed for students who need to get back to work ASAP and/or for students who learn quickly, are diligent, dedicated, and focused on his/her studies.

[Show Less ^](#)

ADD ENDORSEMENTS

- HAZMAT**
- Passenger**

PERSONAL INFO



The Workforce Board (the state agency that regulates this school) requires that we ask you for this information, by law (RCW 28C.10.050). Providing your social security number is voluntary. The information you provide, including social security number, is used for research purposes only and to plan for Washington's workforce training needs. By law, the information you provide on this form cannot be given out by any state agency as public information. The Workforce Board will not disclose data to anyone except authorized Workforce Board employees or contractors working on specific research activities, who follow strict confidentiality procedures. This format follows the information required to be submitted by the school as part of the annual student data report.

* Language:	<input type="text" value="English"/>		
Class Start Date:	<input type="text" value="10/2/2023"/>	* Class Location:	<input type="text" value="Days"/>
* First Name:	<input type="text" value="Angela"/>	* Last Name:	<input type="text" value="Boudreau (Test)"/>
* Phone number:	<input type="text" value="509-475-4807"/>	* DOB:	<input type="text" value="09/08/1981"/>
			<input type="checkbox"/> Enter manually
* Drivers License #:	<input type="text" value="WDL333"/>	* Confirm Drivers License #:	<input type="text" value="WDL333"/>
* Address:	<input type="text" value="3620 N. Eden Rd."/>		
Unit/Apt #:	<input type="text"/>	* City:	<input type="text" value="Spokane Valley"/>
* State:	<input type="text" value="Washington"/>	* Zip Code:	<input type="text" value="99216"/>
Social Security Number:	<input type="text"/>	Race:	<input type="text" value="Select"/>
Are you Hispanic in origin? †	<input type="text" value="Select"/>	Are you disabled? §	<input type="text" value="Select"/>
Are you a military veteran? ‡	<input type="text" value="Select"/>	Male or Female	<input type="text" value="Select"/>
Highest Grade Completed	<input type="text" value="Select"/>		
Funding	<input type="text" value="Self Paid"/>		

†Hispanic defined as a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.

§Disability defined as a physical or mental impairment which substantially limits one or more major life activities, such as seeing, hearing, speaking, walking, learning, working, etc.

‡Veteran defined as a student that served, is not currently serving, on active duty in the U.S. Army, Navy, Air Force, Marine Corps, or the Coast Guard.

Emergency contact

* Name	<input type="text" value="Jason Boudreau"/>
* Phone Number	<input type="text" value="555-555-5555"/>
* Relation	<input type="text" value="Husband"/>

Method of Payment

Description

I agree that the payment of program costs will be satisfied by (check all that apply):

* Check all that apply: Cash/check x

If the method of payment is a third party or other, please describe below.

Address of Third Party Sponsor:



The school agrees to provide the following training:
Class A CDL Essentials

The selected program consists of:

4 weeks x 40 hours/week = 160 total hours

Course Design:

This course is rigorous and designed for students who need to get back to work ASAP and/or for students who learn quickly, are diligent, dedicated, and focused on his/her studies.

*This course is designed to meet the Entry-level Driver Training (ELDT) requirements set forth by the Federal Motor Carrier Safety Administration (FMCSA) and Washington (WA) Department of Transportation (DOT).

Course Objectives:

Students will be able to demonstrate proficiency of the essential skills necessary to safely operate a Class A commercial vehicle as well as demonstrate knowledge proficiency of the topics covered in the Classroom Theory Training.

*VA education assistance students may take this course using GI Bill®.

Classroom Theory Training (40hrs):

Basic Operation
Safe Operating Procedures
Advanced Operation Practices
Vehicle Systems and Reporting Malfunctions
Non-Driving Activities (e.g., Hours of Service)

Behind-the-Wheel & Lab Training (120hrs):

18hrs of street driving
16hrs of backing maneuvers
16hrs of proficiency development
70hrs of combined lab training, range training, and observation

Prerequisites:

Class A Permit
DOT medical card
DOT drug test
Full driving record
Level 6+ English language proficiency

Total Tuition cost paid to the school for 160/hours of training: \$4,500.00

Non-refundable registration fee: \$100

NOTE: If a student chooses to not attend school the registration fee is non-refundable.

Outside school fees include but not limited to:

Class A Permit \$75
DOT medical card \$110
DOT drug test \$60
Full driving record \$15
State Skills Exam \$250

AGREEMENT NOTICE:

This agreement will be binding only when it has been fully completed, signed, and dated by the student and an authorized representative of the school prior to the time instruction begins.

CHANGES TO AGREEMENT NOTICE:

Any changes in the agreement will not be binding on either the student or the school unless such changes are acknowledged in writing by an authorized representative of the school and by the student, or the student's parent or guardian if he/she is a minor.

CANCELLATION AND REFUND POLICY (Compliance with WAC 490-105-130)

(1) At a minimum, schools must use the following applicable refund and cancellation policies; however, the agency may approve refund policies whose terms are more favorable to students than the following established minimums.

(2) The official date of termination or withdrawal of a student shall be determined in the following manner:

- (a) The date on which the school recorded the student's last day of attendance.
- (b) The date on which the student is terminated for a violation of a published school policy which provides for termination.
- (c) No student shall be continued on an inactive status in violation of school policy without written consent of the student. Inactive students must be terminated within thirty days of the next available start date and refunded appropriate prepaid tuition and fees at that time.

(3) Refunds must be calculated using the official date of termination or withdrawal and the date designated on the current enrollment agreement executed with the student. Refunds must be paid within thirty calendar days of the student's official date of withdrawal or termination.

(4) Application/registration fees may be collected in advance of a student signing an enrollment agreement; however, all monies paid by the student shall be refunded if the student does not sign an enrollment agreement and does not commence participation in the program.

(5) For resident programs:

- (a) The school must refund all money paid if the applicant is not accepted. This includes instances where a starting class is canceled by the school;
- (b) The school must refund all money paid if the applicant cancels within five business days (excluding Sundays and holidays) after the day the contract is signed or an initial payment is made, as long as the applicant has not begun training; the applicant may request cancellation in any manner, in the event of a dispute over timely notice. The burden of proof rests on the applicant;
- (c) The school may retain an established registration fee equal to ten percent of the total tuition cost, or one hundred dollars, whichever is less, if the applicant cancels after the fifth business day after signing the contract or making an initial payment. A "registration fee" is any fee charged by a school to process student applications and establish a student records system;
- (d) If training is terminated after the student enters classes, the school may retain the registration fee established under (c) of this subsection, plus a percentage of the total tuition as described in the following table:

If the student completes this amount of training:	The school may keep this percentage of the tuition cost:
One week or up to 10%, whichever is less	10%
More than one week or 10% whichever is less but less than 25%	25%
25% through 50%	50%
More than 50%	100%

(6) For discontinued programs:

- (a) If instruction in any program is discontinued after training has begun or if the school moves from one location to another, it must either:
 - (i) Provide students pro rata refunds of all tuition and fees paid; or
 - (ii) Arrange for comparable training at another public or private vocational school. Students must have the opportunity to accept or reject comparable training in writing.
- (b) If the school plans to discontinue a program it must notify the agency and affected students in advance. The notification must be in writing and must include at a minimum, the data required under WAC 490-105-210(3);
- (c) Students affected by a discontinuation must request a refund within ninety days.

(7) For distance education programs:

- (a) A student may request cancellation in any manner and upon such request for cancellation being received and recorded by the school demonstrating the last date of attendance and/or completion of a lesson.
- (b) The following is a minimum refund policy for distance education courses without mandatory resident training:
 - (i) An applicant may cancel up to five business days after signing the enrollment agreement. In the event of a dispute over timely notice, the burden to prove service rests on the student.
 - (ii) If a student cancels after the fifth calendar day (excluding Sundays and holidays) but before the school receives the first completed lesson, the school may keep only a registration fee of either fifty dollars or an amount equal to fifteen percent of the tuition, but no greater than a registration fee of one hundred fifty dollars.
 - (iii) After the school receives the student's first completed lesson and until the student completes half the total number of lessons in the program, the school is entitled to keep the registration fee and a percentage of the total tuition as described in the following table:

If the student completes this percentage of lessons:	The school may keep this percentage of the tuition cost:
0% through 10%	10%
11% through 25%	25%
26% through 50%	50%
More than 50%	100%

CANCELATION AND REFUND POLICY FOR VA STUDENTS

DRIVE509 agrees that if a veteran student fails to enter the course, withdraws, or is discontinued at any time prior to completion of the course, the unused portion of paid tuition, fees and other charges will be refunded or the debt for such tuition, fees and other charges will be canceled on a prorated basis, as follows:

- 1. Registration fee:** An established registration fee in an amount not to exceed \$10 need not be subject to proration. Where the established registration fee is more than \$10, the amount more than \$10 will be subject to proration.
- 2. Breakage fee:** Where the school has a breakage fee, it may provide for the retention of only the exact amount of the breakage, with the remaining part, if any, to be refunded.
- 3. Consumable instructional supplies:** Where the school makes a separate charge for consumable instructional supplies, as distinguished from laboratory fees, the exact amount of the charges for supplies consumed may be retained but any remaining part must be refunded.
- 4. Books, supplies, and equipment:**
 - a. The school will make a refund in full for the charge for unissued books, supplies and equipment when:
 - i. The school furnishes the books, supplies and equipment,
 - ii. The school includes their cost in the total charge payable to the school for the course, The veteran or eligible person withdraws or is discontinued before completing the course.

b. The veteran or eligible person may dispose of issued items at his or her discretion even if they were included in the total charges payable to the school for the course.

5. Tuition and other charges: Where the school either has or adopts an established policy for the refund of the unused portion of tuition, fees, and other charges subject to proration, which is more favorable to the veteran or eligible person than the approximate pro-rata basis as provided in this paragraph, such established policy will be applicable. Otherwise, the school may charge a sum that does not vary more than 10 percent from the exact pro-rata portion of such tuition, fees, and other charges that the length of the completed portion of the course bears to its total length. The exact proration will be determined on the ratio of the number of days of instruction completed by the student to the total number of instructional days in the course.

6. Prompt refund: If the veteran, spouse, surviving spouse or child fails to enter the course, withdraws, or is discontinued therefrom at any time prior to completion of the course, the unused portion of the tuition, fees, and other charges paid by the individual shall be refunded promptly. Any institution which fails to forward any refund due within 40 days after such a change in status, shall be deemed, prima facie, to have failed to make a prompt refund, as required by this subparagraph.

Summary

Class A Essentials 160h	\$4500.00
Grand total	\$4500.00
Due later	\$4400.00
Due today	\$100.00

Please select one...

- Pay now
- Pay later at first class

Note: The financial total will change based on the package students choose during registration.



We will collect your payment at the first class

ENROLLMENT AGREEMENT

Student enrollment agreement for Angela Boudreau (Test).

NOTICE TO BUYER:

Do not sign this agreement before you read it or if it contains any blank spaces. This is a legal instrument. All pages of this contract are binding. Read both sides of all pages before signing. You are entitled to an exact copy of the agreement, school catalog, and any other papers you may sign, and are required to sign a statement acknowledging receipt of those.

CANCELLATION OF CONTRACT:

If you have not started training, you may cancel this contract by submitting a written notice of such cancellation to the school at the address shown on the contract. The notice must be postmarked no later than midnight of the fifth business day (excluding Sundays and holidays) following your signing this contract; the written notice may also be personally or otherwise delivered to the school within that time. In event of a dispute over timely notice, the burden to prove service rests on the applicant.

UNFAIR BUSINESS PRACTICES:

It is an unfair business practice for the school to sell, discount, or otherwise transfer this contract or promissory note without the signed written consent of the student or his/her financial sponsors if he/she is a minor, and a written statement notifying all parties that the cancellation and refund policy continues to apply.

CERTIFICATION:

I certify that I read and understand the cancellation and refund policy and the complaint procedure; I received a copy of the school catalog and I am entitled to an exact copy of this enrollment agreement, school catalog, and any other papers I sign.

I have read and agree to the above terms.

NOTICE OF FINANCIAL OBLIGATION

Washington law requires the following information to be supplied to each student enrolling in a private vocational school licensed under Chapter 28C.10 RCW. One copy of this notice bearing original signatures must be attached by the school as addenda to that individual's enrollment agreement, as well as a copy provided to the enrollee by the school.

ACKNOWLEDGMENT BY ENROLLEE

1. I understand and accept that any contract for training I enter into with the above-named school contains legally binding obligations and responsibilities.
2. I understand and accept that repayment obligations will be placed upon me by any loans or other financing arrangements I enter into as a means to pay for my training.
3. I understand that any enrollment contract I enter into will not be binding or take effect for at least five days, excluding Sundays and holidays, following the last date such a contract is signed by the school and me, provided that I have not entered classes.

I have read and agree to the above terms.

ACKNOWLEDGMENT BY SCHOOL

Prior to being enrolled in this school, the applicant whose name and signature appears above has been made aware of the legal obligations he/she takes on by entering into a contract for training. Those discussions included cautions by the school about acquiring an excessive debt burden that might become difficult to repay given employment opportunities and average starting salaries in his/her chosen occupation.

I have read and agree to the above terms.

Attachment B

HOW TO FILE A COMPLAINT

Washington law requires private vocational schools to inform students how to file a complaint. By signing this form you acknowledge this process has been explained to you. Below are the next steps the school must take in discussing this policy with you, along with information about the complaint process.

DISCUSSION ABOUT COMPLAINT POLICY REQUIRED

First, a school representative must discuss the school's complaint policy with you. Following this discussion, you will be provided with this attachment to sign. After you sign this form, the school will give you a copy for your personal records. The school will also keep a copy on file. **ACKNOWLEDGMENT OF COMPLAINT**

PROCESS BY STUDENT

4. The school has described the grievance and/or complaint policy to me.
5. I understand that the policy can also be found in the school catalog.
6. I know I should first try to resolve a complaint or concern with my instructor or school administrator.
7. I understand nothing prevents me from contacting the Workforce Board at 360-709-4600 at any time with a concern or complaint, and complaint forms are: http://wtb.wa.gov/PCS_Complaints.asp.
8. I understand that I have one year to file a complaint from my last date of attendance.
9. I further understand that in the event of a school closure, I have 60 days to file a complaint.
10. I also understand that complaints are public records.
11. Finally, I acknowledge that details about the complaint process, my rights, and any restrictions on the time I have to file a complaint can be found at http://wtb.wa.gov/PCS_Complaints.asp

I have read and agree to the above terms.

ACKNOWLEDGMENT BY SCHOOL

Prior to being enrolled in this school, the applicant, whose name and signature appear above, has been made aware of the school's complaint policy.

I have read and agree to the above terms.

My signature below signifies that I have read and understand all aspects of this agreement and recognize my legal responsibilities in regard to this contract and that the enrollment agreement constitutes a binding contract.

I, Angela Boudreau (Test), acknowledge that my training will start with Drive509 on October 2, 2023 and my training will end on October 27, 2023

Electronic Signature:



Angela Boudreau (Test)
9/29/23, 11:39 PM

Company Electronic Signature: *Jason Boudreau* 9/29/23, 11:39 PM

ACKNOWLEDGMENT BY SCHOOL

Prior to being enrolled in this school, the applicant whose name and signature appears above has been made aware of the legal obligations he/she takes on by entering into a contract for training. Those discussions included cautions by the school about acquiring an excessive debt burden that might become difficult to repay given employment opportunities and average starting salaries in his/her chosen occupation.

Prior to being enrolled in this school, the applicant, whose name and signature appear above, has been made aware of the school's complaint policy.

DRIVE509 2023-2024

Academic Year Calendar



September 23

Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October 23

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November 23

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December 23

Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

January 24

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February 24

Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
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March 24

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April 24

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May 24

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June 24

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July 24

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August 24

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September 24

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October 24

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20	21	22	23	24	25	26
27	28	29	30	31		

Events

	First Day of CDL Classes
	Weekend HAZMAT
	Weekday HAZMAT
☾☾	Night Class Begins
	No School/Scheduled Break

CDL Courses

4 Weeks	*Class A Essentials(160hr)
5 Weeks	Class A Basics (200hr)
6 Weeks	Class A Remedial (240hr)
2 Weeks	*Class B-A Essentials (80hr)
3 Weeks	Class B-A Basics (120hr)
2 Weeks	*Class B Essentials (80hr)
3 Weeks	Class B Basics (120hr)

1 Week	CDL Refresher (40hr)
2 weeks	CDL Refresher (80hr)

Endorsement Courses

2 Days	*HAZMAT (16hr)
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Please note holidays are NOT counted as part of the contracted time and hours need to be made up within your scheduled timeframe by staying late or coming in early.

VA education assistance students may only take the approved (*) courses using GI Bill®.

DRIVE509 2024-2025

Academic Year Calendar



September 24						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
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October 24						
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November 24						
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December 24						
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January 25						
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February 25						
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March 25						
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April 25						
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May 25						
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June 25						
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July 25						
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August 25						
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September 25						
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October 25						
Su	M	Tu	W	Th	F	Sa
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19	20	21	22	23	24	25
26	27	28	29	30	31	

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- 6 Weeks Class A Remedial (240hr)
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- 3 Weeks Class B-A Basics (120hr)
- 2 Weeks *Class B Essentials (80hr)
- 3 Weeks Class B Basics (120hr)

Endorsement Courses

- 2 Days *HAZMAT (16hr)

Please note holidays are NOT counted as part of the contracted time and hours need to be made up within your scheduled timeframe by staying late or coming in early.

VA education assistance students may only take the approved (*) courses using GI Bill®.

Federal Motor Carrier Safety Administration

DRUG & ALCOHOL CLEARINGHOUSE



HOW TO PURCHASE A QUERY PLAN

Why Purchase a Query Plan?

All employers of CDL drivers must purchase a query plan in the Clearinghouse. This query plan enables employers, and their consortia/third-party administrators (C/TPAs), to conduct queries of driver Clearinghouse records as required per § [382.701](#).

Purchasing a Query Plan

Query plans may only be purchased from the FMCSA Clearinghouse website by registered employers. Employers can choose a query plan that fits their business needs. C/TPAs cannot purchase query plans on behalf of an employer.

Not sure which query plan to purchase?



Select a query plan large enough to cover the number of CDL drivers you currently employ. You can purchase additional query plans, as needed. Query plans are non-refundable.

1 Go to the Query Purchase Page

Visit <https://clearinghouse.fmcsa.dot.gov>. Click **Log In** and access the Clearinghouse using your login.gov username and password.



If you have not yet registered for the Clearinghouse, click **Register** and follow the instructions to register as an Employer. For further instructions, see the [Employer Registration Job Aid](#).

Under **My Dashboard**, go to **Query Plan** and click **Buy**.



DRUG & ALCOHOL CLEARINGHOUSE

HOW TO PURCHASE A QUERY PLAN



2

Select a Query Plan

Individual query plans are available for purchase. Each query is \$1.25.

Click on the dropdown menu to select the query plan size you would like to purchase. You can check the table to review the cost for each query plan size.

Once you have selected the plan size you would like to purchase, click **Continue to Pay.gov**. You will be directed to Pay.gov to process your payment.

Pay.gov

Pay.gov is a secure, web-based application operated by the U.S. Department of the Treasury that allows you to make online payments to government agencies. For more information, visit <https://pay.gov>.

United States Department of Transportation
 FMCSA
 Federal Motor Carrier Safety Administration
 Log Out Employer Name

DRUG & ALCOHOL CLEARINGHOUSE
 My Dashboard Learn About Contact

Purchase a Query Plan
 Query Balance: 0 remaining
 View Query Plan Summary Purchase a Query Plan

You are currently on the official FMCSA Clearinghouse website. Query plans must be purchased from the FMCSA Clearinghouse only.
 You must purchase a query plan before you, or your designated C/TPA, can conduct limited or full queries in the Clearinghouse. C/TPAs may not purchase query plans on behalf of employers.

INDIVIDUAL QUERY PLAN

\$1.25
 Flat per query rate (limited or full)

- Flat per query rate (\$1.25), for limited and full queries
- Bundles customized to meet your business needs
- Queries never expire
- Purchase additional query plans, as needed

Select Plan Size

Continue to Pay.gov
 You will be directed to Pay.gov to process your payment.
 Pay.gov VIEW PAYMENT OPTIONS

Plan Size	Plan Cost
1	\$1.25
2	\$2.50
3	\$3.75
4	\$5.00
5	\$6.25
10	\$12.50
20	\$25.00
50	\$62.50
100	\$125.00
150	\$187.50
200	\$250.00
300	\$375.00
500	\$625.00
1,000	\$1,250.00
1,500	\$1,875.00
2,000	\$2,500.00
2,500	\$3,125.00
5,000	\$6,250.00
7,500	\$9,375.00

If you anticipate having to conduct a high volume of queries on an annual basis, view the options for high-volume users.

HIGH VOLUME USERS

Employers who will annually conduct a high volume of queries can view an additional plan option by clicking the link at the bottom of this page.

DRUG & ALCOHOL CLEARINGHOUSE

HOW TO PURCHASE A QUERY PLAN



UNLIMITED QUERY PLAN OR INDIVIDUAL QUERY PLAN

If you clicked the link for high-volume users, you will be asked to choose from either the Unlimited Query Plan or an Individual Query Plan.

United States Department of Transportation | About DOT | Our Activities | Areas of Focus

FMCSA Federal Motor Carrier Safety Administration | Log Out Employer Name

DRUG & ALCOHOL CLEARINGHOUSE | My Dashboard | Learn | About | Contact

Purchasing a Query Plan

Query Balance: 0 remaining | View Query Plan Summary | Purchase a Query Plan

You are currently on the official FMCSA Clearinghouse website. Query plans must be purchased from the FMCSA Clearinghouse only.

You must purchase a query plan before you, or your designated consortium/third-party administrator (C/TPA), can conduct limited or full queries in the Clearinghouse. C/TPAs may not purchase query plans on behalf of employers.

UNLIMITED QUERY PLAN

\$24,500

One annual payment

Expires 12 months after date of purchase*

** Note: Unlimited query plans purchased prior to January 6, 2020 will go into effect on January 6, and will expire on January 5, 2021.*

Continue to Pay.gov

INDIVIDUAL QUERY PLAN

\$1.25

Flat per query rate (limited or full)

Queries never expire.

Select Plan Size

Continue to Pay.gov

Plan Size	Plan Cost
1	\$1.25
2	\$2.50
3	\$3.75
4	\$5.00
5	\$6.25
10	\$12.50
20	\$25.00
50	\$62.50
100	\$125.00
150	\$187.50
200	\$250.00
300	\$375.00
500	\$625.00
1,000	\$1,250.00
1,500	\$1,875.00
2,000	\$2,500.00
2,500	\$3,125.00
5,000	\$6,250.00
7,500	\$9,375.00

You will be directed to Pay.gov to process your payment.

SELECT EITHER:

Unlimited Query Plan or **Individual Query Plan bundle**
use the drop-down list to select a query plan size

Click **Continue to Pay.gov** under the type of query plan you would like to purchase. You will be directed to Pay.gov to process your payment.

DRUG & ALCOHOL CLEARINGHOUSE

HOW TO PURCHASE A QUERY PLAN



3 Process Your Payment

PAYMENT METHODS

The Clearinghouse is using Pay.gov, a secure government website for processing financial transactions, to process query plan payments.




Pay.gov accepts the following payment methods:


- Electronic funds transfer (EFT) from a checking or savings account (ACH)
- Amazon Pay, PayPal
- Debit or credit card


A Select Payment Type


Select the payment method you will use and click **Continue**.

Please select a payment method:

I want to pay with a withdrawal from a checking or savings account (ACH) 

I want to pay with my Amazon account 

I want to pay with my PayPal account 

I want to pay with a debit or credit card 

[Cancel](#) [Continue](#)

B Enter Payment Information

EFT from savings/checking account (ACH)

Enter your account information and routing number information and click **Continue**.

Agency Tracking ID: 1571356800e24633af7c
Payment Amount: \$24,500.00

* Account Holder Name:

* Account Type:

Routing Number	Account Number	Check Number
026946763	9243767390	1234


* Routing Number:

* Account Number:

* Confirm Account Number:

Amazon Pay or PayPal

You will be directed to log into your Amazon Pay or PayPal account to complete the payment process. Once you enter your payment information, you will be directed to Pay.gov to review and submit your payment.

Stay logged in for faster purchases 

[Log In](#)

NOTE: Amazon Pay and PayPal have maximum limits of \$10,000. If you have selected the Unlimited Query Plan, you will need to select either EFT or credit card as the method of payment.

Debit or credit card

Enter the credit card information and click **Continue**.

Please provide the Credit or Debit Card Information below
* indicates required fields

Agency Tracking ID: 1571356800bb4be5ba1f
Payment Amount: \$125.00

* Country:

* Billing Address:


Billing Address 2:

* City:

* State/Province:

* ZIP/Postal Code:

* Account Holder Name:



* Card Number:

* Expiration Date: /

* Card Security Code:

[Previous](#) [Cancel](#) [Continue](#)

NOTE: The transaction will appear as "FMCSA D&A Clearinghouse" on your statement.

C Review and Submit Payment

Check the box to agree to the Pay.gov authorization and disclosure statement and click **Continue**.

You will be directed back to the Clearinghouse.

I authorize a charge to my account for the above amount.

[Cancel](#)

[Continue](#)



4 Review Your Query Balance

Once your payment is processed successfully, your query balance will be updated.

Limited Plan

Query Plan Summary

Query Balance: 100 remaining
View Query Plan Summary
Purchase a Query Plan

✓

Payment processed successfully.

- You have purchased 100 queries.
- Your query balance has been updated.

QUERY SUMMARY

0

Queries Conducted
In the past 12 months ⓘ

0

Queries Pending ⓘ

100

Query Balance ⓘ

Unlimited Plan

If you purchased an Unlimited Query Plan, your query balance will read “unlimited” and your query plan expiration date will be updated.

Query Plan Summary

Query Balance: unlimited (expires 1/5/2021)
View Query Plan Summary
Purchase a Query Plan

✓

Payment processed successfully.

- You have purchased an unlimited query plan.
- Your plan will expire 1/5/2021.

QUERY SUMMARY

0

Queries Conducted
In the past 12 months ⓘ

0

Queries Pending ⓘ

Unlimited

Query Balance ⓘ
Expires 1/5/2021

Description of Programs

Courses	Course Descriptions	Training Breakdown	Tuition	Prerequisites
<p>Class A CDL Essentials</p>	<p>Course Design: This course is rigorous and designed for students who need to get back to work ASAP and/or for students who learn quickly, are diligent, dedicated, and focused on his/her studies. <i>*This course is designed to <u>meet</u> the Entry-level Driver Training (ELDT) requirements set forth by the Federal Motor Carrier Safety Administration (FMCSA) and Washington (WA) Department of Transportation (DOT).</i></p> <p>Course Objectives: Students will be able to demonstrate proficiency of the essential skills necessary to safely operate a Class A commercial vehicle as well as demonstrate knowledge proficiency of the topics covered in the Classroom Theory Training. <i>*VA education assistance students may take this course using GI Bill®.</i></p>	<p>Time Commitment: 160 clock hours 4 weeks 40hrs per week</p> <p>Classroom Theory Training (40hrs):</p> <ul style="list-style-type: none"> • Basic Operation • Safe Operating Procedures • Advanced Operation Practices • Vehicle Systems and Reporting Malfunctions • Non-Driving Activities (e.g., Hours of Service) <p>Behind-the-Wheel Training (120hrs):</p> <ul style="list-style-type: none"> • 18hrs of street driving • 16hrs of backing maneuvers • 16hrs of proficiency development • 70hrs of combined lab training, range training, and observation 	<p>\$4,500</p>	<ul style="list-style-type: none"> • Class A Permit • DOT medical card • DOT drug test • Full driving record • Level 6+ English language proficiency
<p>Class A CDL Basics</p>	<p>Course Design: This course is designed to provide students with an additional week of hands-on training and is recommended for most students new to the CDL world. The additional training will optimize the practical application of newly acquired skills and knowledge. It is designed to increase student proficiency and confidence through extended practice ensuring they meet the rigorous demands of the ELDT Requirements. <i>*This course is designed to exceed the ELDT course requirements set forth by the FMCSA and WA DOT.</i></p> <p>Course Objectives: Students will be able to demonstrate proficiency of the essential skills necessary to safely operate a Class A commercial vehicle as well as demonstrate knowledge proficiency of the topics covered in the Classroom Theory Training.</p>	<p>Time Commitment: 200 clock hours 5 weeks 40hrs per week</p> <p>Classroom Theory Training (40hrs):</p> <ul style="list-style-type: none"> • Basic Operation • Safe Operating Procedures • Advanced Operation Practices • Vehicle Systems and Reporting Malfunctions • Non-Driving Activities (e.g., Hours of Service) <p>Behind-the-Wheel Training (140hrs):</p> <ul style="list-style-type: none"> • 23hrs of street driving • 21hrs of backing maneuvers • 16hrs of proficiency development • 95hrs of combined lab training, range training, and observation 	<p>\$5,625</p>	<ul style="list-style-type: none"> • Class A Permit • DOT medical card • DOT drug test • Full driving record • Level 5+ English language proficiency

"GI Bill®" is a registered trademark of the U.S. Department of Veterans Affairs (VA). More information about education benefits offered by VA is available at the official U.S. government website at www.benefits.va.gov/gibill.

Description of Programs

Courses	Course Descriptions	Training Hours	Tuition	Prerequisites
<p>Class A CDL Remedial</p>	<p>Course Design: This course is designed for trainees who need additional repetition and practice to achieve mastery of the necessary knowledge and skills required to obtain a CDL (e.g. <i>English Language Learners with lower levels of English proficiency, trainees who have previously struggled in a general education setting, trainees with test anxiety, etc.</i>). The first week of training provides structured study time to help students obtain their permit and an additional week of hands-on training. This course provides students with the gift of time to allow for practical application of the new skills and knowledge acquired throughout training.</p> <p><i>*This course is designed to <u>exceed</u> the ELDT training and course requirements set forth by the FMCSA and WA DOT.</i></p> <p>Course Objective: Students will obtain their Class A CDL permits and be able to demonstrate proficiency of the essential skills necessary to safely operate a Class A commercial vehicle as well as demonstrate knowledge proficiency of the topics covered in the Classroom Theory Training.</p>	<p>Time Commitment: 240 clock hours 6 weeks 40hrs per week</p> <p>CDL Permit Preparation (40hrs):</p> <ul style="list-style-type: none"> • General Knowledge • Airbrakes • Combination Vehicles • Test prep and practice <p>Classroom Theory Training (40hrs):</p> <ul style="list-style-type: none"> • Basic Operation • Safe Operating Procedures • Advanced Operation Practices • Vehicle Systems and Reporting Malfunctions • Non-Driving Activities (e.g., Hours of Service) <p>Behind-the-Wheel Training (160hrs):</p> <ul style="list-style-type: none"> • 23hrs of street driving • 21hrs of backing maneuvers • 21hrs of proficiency development <p>95hrs of combined lab training, range training, and observation</p>	<p>\$6,750</p>	<ul style="list-style-type: none"> • Valid driver’s license • DOT medical card • DOT drug test • Full driving record • Level 4+ English language proficiency

Description of Programs

Courses	Course Descriptions	Training Hours	Tuition	Prerequisites
<p>Class B-A CDL Essentials</p>	<p>Course Design: This course is designed for students who possess a Class B CDL, have experience operating a non-synchronized transmission and seek to upgrade their skills to a Class A CDL.</p> <p><i>*This course is designed to <u>meet</u> the ELDT training and course requirements set forth by the FMCSA and WA DOT.</i></p> <p>Course Objective: Students will be able to demonstrate proficiency of the essential skills necessary to safely operate a Class A commercial vehicle as well as demonstrate knowledge proficiency of the topics covered in the Classroom Theory Training.</p> <p><i>*VA education assistance students may take this course using GI Bill®.</i></p>	<p>Time Commitment: 80 clock hours 2 weeks 40hrs per week</p> <p>Upgrade Classroom Theory Training:</p> <ul style="list-style-type: none"> • Basic Operation • Safe Operating Procedures • Advanced Operation Practices • Vehicle Systems and Reporting Malfunctions • Non-Driving Activities (e.g., Hours of Service) <p>Behind-the-Wheel Training (80hrs):</p> <ul style="list-style-type: none"> • 18hrs of street driving • 16hrs of backing maneuvers • 16hrs of proficiency development • 30hrs of combined lab training, range training, and observation 	<p>\$2,950</p>	<ul style="list-style-type: none"> • Class B Driver's License • <i>Experience operating a Class B vehicle with a non-synchronized transmission</i> • Class A Permit • DOT medical card • DOT drug test • Full driving record • Level 4+ English language proficiency
<p>Class B-A CDL Basics</p>	<p>Course Design: This course is designed for students who possess a Class B CDL and seek to upgrade their skills to a Class A CDL.</p> <p><i>*This course is designed to <u>exceed</u> the ELDT training and course requirements set forth by the FMCSA and WA DOT.</i></p> <p>Course Objective: Students will be able to demonstrate proficiency of the essential skills necessary to safely operate a Class A commercial vehicle as well as demonstrate knowledge proficiency of the topics covered in the Classroom Theory Training.</p>	<p>Time Commitment: 120 clock hours 3 weeks 40hrs per week</p> <p>Upgrade Classroom Theory Training (6hrs):</p> <ul style="list-style-type: none"> • Basic Operation • Safe Operating Procedures • Advanced Operation Practices • Vehicle Systems and Reporting Malfunctions • Non-Driving Activities (e.g., Hours of Service) <p>Behind-the-Wheel Training (114hrs):</p> <ul style="list-style-type: none"> • 18hrs of street driving • 16hrs of backing maneuvers • 16hrs of proficiency development <p>64hrs of combined lab training, range training, and observation</p>	<p>\$3,875</p>	<ul style="list-style-type: none"> • Class B Driver's License • Class A Permit • DOT medical card • DOT drug test • Full driving record • Level 4+ English language proficiency

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Admissions & Enrollment
Attachment 1 page 4 of 6
Description of Programs

Courses	Course Descriptions	Training Hours	Tuition	Prerequisites
<p style="text-align: center;">Class B CDL Essentials</p>	<p>Course Design: This course is designed for trainees who seek to obtain a Class B CDL.</p> <p><i>*This course is designed to <u>meet</u> the ELDT training and course requirements set forth by the FMCSA and WA DOT.</i></p> <p>Course Objective: Students will be able to demonstrate proficiency of the essential skills necessary to safely operate a Class B commercial vehicle as well as demonstrate knowledge proficiency of the topics covered in the Classroom Theory Training.</p> <p><i>*VA education assistance students may take this course using GI Bill®.</i></p>	<p>Time Commitment: 80 clock hours 2 weeks 40hrs per week</p> <p>Classroom Theory Training (40hrs):</p> <ul style="list-style-type: none"> • Basic Operation • Safe Operating Procedures • Advanced Operation Practices • Vehicle Systems and Reporting Malfunctions • Non-Driving Activities (e.g., Hours of Service) <p>Behind-the-Wheel Training (40hrs):</p> <ul style="list-style-type: none"> • 14hrs of street driving • 8hrs of backing maneuvers • 8hrs of proficiency development • 10hrs of combined lab training, range training, and observation 	<p style="text-align: center;">\$2,950</p>	<ul style="list-style-type: none"> • Class B Permit • DOT medical card • DOT drug test • Full driving record • Level 4+ English language proficiency
<p style="text-align: center;">Class B CDL Basics</p>	<p>Course Design: This course is designed for trainees who need additional repetition and practice to achieve mastery of the necessary knowledge and skills required to obtain a Class B CDL (e.g. <i>English Language Learners with lower levels of English proficiency, trainees who have previously struggled in a general education setting, trainees with test anxiety, etc.</i>). This course provides students with the gift of time to allow for the practical application of the new skills and knowledge acquired throughout training.</p> <p><i>*This course is designed to the ELDT training and course requirements set forth by the FMCSA and WA DOT.</i></p> <p>Course Objective: Students will be able to demonstrate proficiency of the essential skills necessary to safely operate a Class B commercial vehicle as well as demonstrate knowledge proficiency of the topics covered in the Classroom Theory Training.</p>	<p>Time Commitment: 120 clock hours 3 weeks 40hrs per week</p> <p>Classroom Theory Training (40hrs):</p> <ul style="list-style-type: none"> • Basic Operation • Safe Operating Procedures • Advanced Operation Practices • Vehicle Systems and Reporting Malfunctions • Non-Driving Activities (e.g., Hours of Service) <p>Behind-the-Wheel Training (80hrs):</p> <ul style="list-style-type: none"> • 18hrs of street driving • 13hrs of backing maneuvers • 13hrs of proficiency development • 21hrs of combined lab training, range training, and observation 	<p style="text-align: center;">\$3,875</p>	<ul style="list-style-type: none"> • Class B Permit • DOT medical card • DOT drug test • Full driving record • Level 4+ English language proficiency

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Admissions & Enrollment
Attachment 1 page 5 of 6
Description of Programs

Courses	Course Descriptions	Training Hours	Tuition	Prerequisites
<p align="center">CDL Refresher</p>	<p>Course Design: This course is designed for trainees who already possess a Class B or Class A CDL who have not driven for an extended period of time and need to refresh their skills to ensure safety and compliance with federal and state laws.</p> <p>Course Objective: Students will be able to demonstrate proficiency of the essential skills necessary to safely operate a Class B or Class A commercial vehicle as well as demonstrate knowledge of the Theory Training outlined by FMSCA.</p>	<p>Time Commitment: 80 clock hours 2 weeks 40hrs per week</p> <ul style="list-style-type: none"> A pre-enrollment interview will be conducted with each student as well as a drive test to determine areas of need. Students will work with instructors to develop an individualized leaning plan based on their needs and skill level. This will ensure they reach a proficiency level necessary to operate a commercial vehicle safely and comfortably. 	<p align="center">\$2,950</p>	<ul style="list-style-type: none"> Valid Class B or Class A Commercial Driver's License Pre-enrollment interview DOT medical card DOT drug test Full driving record
<p align="center">CDL Refresher</p>	<p>Course Design: This course is designed for trainees who already possess a Class B or Class A CDL who have not driven for an extended period of time and need to refresh their skills to ensure safety and compliance with federal and state laws.</p> <p>Course Objective: Students will be able to demonstrate proficiency of the essential skills necessary to safely operate a Class B or Class A commercial vehicle as well as demonstrate knowledge of the Theory Training outlined by FMSCA.</p>	<p>Time Commitment: 40 clock hours 1 week 40hrs per week</p> <p>A pre-enrollment interview will be conducted with each student as well as a drive test to determine areas of need. Students will work with instructors to develop an individualized leaning plan based on their needs and skills level. This will ensure they reach a proficiency level necessary to operate a commercial vehicle safely and comfortably.</p>	<p align="center">\$1,800</p>	<ul style="list-style-type: none"> Valid Class B or Class A Commercial Driver's License Pre-enrollment interview DOT medical card DOT drug test Full driving record

Description of Programs

Courses	Course Descriptions	Training Hours	Tuition	Prerequisites
HAZMAT	<p>Course Design: This course is designed for trainees who seek to add a Hazardous Materials endorsement to operate a commercial motor vehicle used in the transportation of hazardous materials.</p> <p><i>*This course is designed to <u>meet</u> the ELDT training and course requirements set forth by the FMCSA and WA DOT.</i></p> <p>Course Objective: Students will demonstrate 80% or greater knowledge proficiency of topics covered in the HAZMAT Classroom Theory Training to ensure they are prepared for the state-administered knowledge test.</p> <p><i>*VA education assistance students may take this course using GI Bill®.</i></p>	<p>Time Commitment: 16 clock hours 2 days 8hrs per day</p> <p>Classroom Theory Training (16hrs):</p> <ul style="list-style-type: none"> • Basic Introductory HM Requirements • Operational HM Requirements • Reporting HM Crashes and Releases • Tunnels and Railroad (RR)-Highway Grade Crossing Requirements • Loading and Unloading HM • HM on Passenger Vehicles • Bulk Packages • Operating Emergency Equipment • Emergency Response Procedures • Engine (Fueling) • Tire Check • Routes and Route Planning • Hazardous Materials Safety Permits (HMSP) 	\$350	<p>Prior to Class:</p> <ul style="list-style-type: none"> • Valid Driver's License <p>To Obtain Endorsement:</p> <ul style="list-style-type: none"> • Complete a TSA background check & fingerprinting • Obtain a CDL A/B/C • Take the corresponding knowledge test at the DOL

Books and Supplies: These are all included in tuition costs. **School Registration Fee:** \$100

**VA education assistance students may NOT take the following courses using GI Bill®: CDL Refresher, Class B-A Basics, Class A Remedial, Basic, or Advanced.*

Outside Mandatory Fees Charged for the Pursuit of the Program:

Class A, Class B-A, Class B: DOT drug test \$60, DOT Medical Exam \$110, CLP Knowledge test \$35, CDL permit \$40, State Skills Exam \$235, and final DOL licensing fees vary depending on the expiration and endorsements \$50-\$150 **Total Outside Fees:** \$530-\$630

Hazmat: TSA background check & Fingerprinting \$87, DOL Knowledge test \$35, adding a new endorsement to license varies on the expiration date of the license and ranges \$50-150 **Total Outside Fees:** \$177-\$277

Educational Credential

After completion of a program, each student will be given a DRIVE509 Certificate of Completion to satisfy the Washington State Department of Licensing training requirements. Training completion at DRIVE509 will enable students to test with a state certified 3rd party tester. Upon passing the independent state exam, students will then be able to receive their CDL.

**ATTACHMENT 2 – REQUEST FOR PROPOSALS #6042-24
PRICING FORM
(WITH RESPONSIBILITIES AND COURSE INFORMATION)**

Page 1 of 3

DRIVE509 will charge the City the published course rates and will also provide the requested **hourly rates for remedial training or accompanying the trainee to the test site. The attached cost estimate outlines the costs associated with obtaining a CDL.

CDL Training Provider Summary of Fees* and Course Information. Submit as all-inclusive Unit Cost per line item to fulfill contract requirements. Indicate all services available; mark "N/A" for services not available. Additional resource information documents may be included in the proposal.				
Item/Service	Cost/Fee	Term or per-hour rate	Schedule (if applicable)	Location
Registration fee	\$100			
DACH Query	We are happy to conduct DACH Queries on your behalf; however, C/TPAs cannot purchase query plans on behalf of an employer. The City legally has to purchase them. The basic rate for your reference is \$1.25 per query. I included an Query-Purchase-Factsheet (Attachment 10) for reference to help guide you. I am also happy to share my knowledge about the process with a designated City employee who manages the DACH queries.			
Class A Options				
Class A CDL Essentials:	\$4,500	4 weeks: 160 hours	All classes are Monday - Friday. Day Classes 7:00 A.M. -4:00 P.M New course begins every Monday	3620 N. Eden Rd. Spokane Valley, WA 99216
Class A CDL Basics:	\$5,625	5 weeks;200 hours	Night classes 3:00 P.M. -9:30 P.M New courses begin on Monday and are on a five-week rotation.	
Class A CDL Remedial:	\$6,750	6 weeks;240 hours		
Class B Options				
Class B CDL Essentials:	\$2,950	2 weeks;80 hours	All classes are Monday - Friday. Day Classes 7:00 A.M. -4:00 P.M New course begins every Monday	3620 N. Eden Rd. Spokane Valley, WA 99216
Class B CDL Basics:	\$3,875	3 weeks;120 hours	Night classes 3:00 P.M. -9:30 P.M New courses begin on Monday and are on a five-week rotation.	
Class C	This is typically only accessed when someone is delivering Hazardous materials while using a commercial motor vehicle that is less than 26,000 Lbs.We do not recommend obtaining a Class C CDL as it requires the same amount of training as a Class B CDL. If the City is investing in training for their employees, it would be wise to have anyone needing a Class C to take the Class B course instead because it will also cover a Class B and takes the same amount of time.			
Class B-A Options				
Class B-A CDL Essentials:	\$2,950	2 weeks;80 hours	All classes are Monday - Friday. Day Classes 7:00 A.M. -4:00 P.M New course begins every Monday	3620 N. Eden Rd. Spokane Valley, WA 99216
Class B-A CDL Basics:	\$3,875	3 weeks;120 hours	Night classes 3:00 P.M. -9:30 P.M New courses begin on Monday and are on a five-week rotation.	
Class C to Class B	NA			
Hazmat Course	\$350	16 hours	Every three weeks Saturday & Sunday 8:00AM-4:30PM (see Attachment 9)	3620 N. Eden Rd. Spokane Valley, WA 99216 or through a live webinar in the comfort of their home or office

**ATTACHMENT 2 – REQUEST FOR PROPOSALS #6042-24
PRICING FORM
(WITH RESPONSIBILITIES AND COURSE INFORMATION)**

Skills Examiner Test	\$175-\$235	Local tester \$175 Out of Town Tester \$235- Only used to prevent delay in testing if local tester is unavailable	Scheduled after completion date. Typically Saturday, Sunday, or Monday; based on third-party examiners' schedule.	508 N Fiske St Spokane, WA 99202
Hazmat Theory	\$25	FMCSA HAZMAT Theory	Will be completed in class during the 16 hour Hazmat course.	3620 N. Eden Rd. Spokane Valley, WA 99216 or through a live webinar in the comfort of their home or office
Hazmat Exam	\$35	WA DOL HAZMAT Endorsement Knowledge Test	Check with the desired local DOL	Any WA State DOL
Hazmat Background (pass-through fees)	\$86.50	Subject to change if the government increases their prices in the next 3 years.	A portion of the application can be completed online and the fingerprinting be scheduled online: https://tsaenrollmentbyidemia.tsa.dhs.gov/programs/hme Mailbox Center: M-F 8:00AM-5:30PM Sat- 9:00AM-3:30PM	Local HAZMAT Background Checks: Mailbox Center 9116 E Sprague Ave, Spokane Valley, WA 99206
Additional Training by the Hour	\$45	HOURLY RATE	TBD	3620 N. Eden Rd. Spokane Valley, WA 99216
Refresher/Safer Driver Employee Evaluation & Refresher Course or 1	\$1,800	1 weeks;40 hours		3620 N. Eden Rd. Spokane Valley, WA 99216
Refresher Course 2	\$2,950	2 weeks;80 hours		
Other, list below:				
City request for Firm to accompany City employee to test facility	\$45	HOURLY RATE		508 N Fiske St Spokane, WA 99202
Firm to provide an option for remedial training, at an hourly and weekly rate, for trainees who have completed the curriculum but fail to acquire a CDL	\$45 \$1,125	HOURLY RATE WEEKLY RATE	TBD	3620 N. Eden Rd. Spokane Valley, WA 99216
Additional drives or refresher drives;	\$250	Per drive	TBD	3620 N. Eden Rd. Spokane Valley, WA 99216
*Exclude fees for: driver abstract, permit and permit exam, DOT physical, DOT drug and alcohol screening, and ELDT fee.				

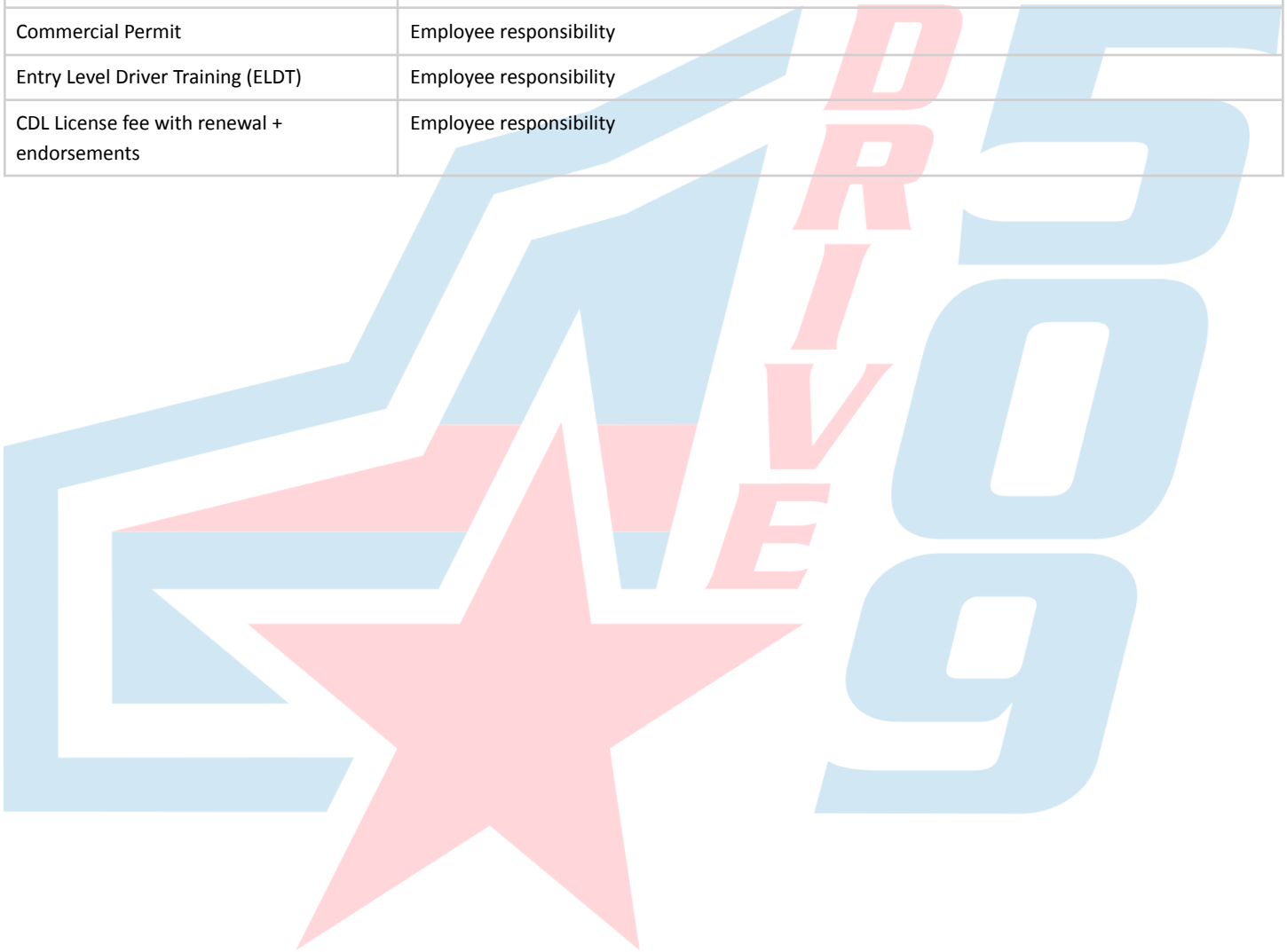
CDL Training Fees City/Employee is responsible for

Item	Notes
Driver Motor Vehicle Report (abstract)	Completed by employee or City and provided to Training Provider within required period prior to first day of training.

**ATTACHMENT 2 – REQUEST FOR PROPOSALS #6042-24
PRICING FORM
(WITH RESPONSIBILITIES AND COURSE INFORMATION)**

Page 3 of 3

DOT Physical	Completed by City prior to attending CDL training. City or student will provide valid Medical Certificate to the Training Provider.
DOT Drug & Alcohol testing (after receiving permit, prior to CDL training)	After receiving permit, will be completed prior to attending CDL training. If needed, City may provide authorization form to the Training Provider to send student to the City’s contracted Firm. Results will be sent to City and provided to Training Provider.
Permit written knowledge test(s)	Employee responsibility
Commercial Permit	Employee responsibility
Entry Level Driver Training (ELDT)	Employee responsibility
CDL License fee with renewal + endorsements	Employee responsibility



RFP #6042-24 – ATTACHMENT 3

FMCSA and WAC Minimum Training Requirements

Minimum Training Requirements described in WAC 308-100-033 apply and are as follows:

(1) Approval for a course of instruction in the operation of a commercial motor vehicle will only be granted if the course of instruction:

(a) Is provided by, and under the direct supervision of, a training provider that has an application with the Washington State Dept. of License approving the course of instruction offered by the training provider. Beginning on February 7, 2020, the training provider must also be listed on the Federal Motor Carrier Safety Administration's [Training Provider Registry](#) and provide instruction meeting the curriculum specified in 49 C.F.R. Part [380.700](#); and

(b) **Class A course - Minimum requirements for approval:** A course of instruction for students seeking a class A CDL must follow the class A training curriculum defined in C.F.R. Appendix A to Part 380 as it existed on the (effective date of the WAC). The course must include not less than:

- (i) Forty hours of classroom instruction;
- (ii) Eighteen hours of street driving training;
- (iii) Sixteen hours of training in backing maneuvers;
- (iv) Sixteen hours of proficiency development; and
- (v) Seventy hours of combined lab training, range training, and observation.

(c) **Class B course - Minimum Requirements:** A course of instruction for students seeking a class B CDL must follow the class B training curriculum defined in C.F.R. Appendix B to Part 380 as it existed on the (effective date of the WAC). The course must include not less than:

- (i) Forty hours of classroom instruction;
- (ii) Fourteen hours of street driving training;
- (iii) Eight hours of training in backing maneuvers;
- (iv) Eight hours of proficiency development; and
- (v) Ten hours of combined lab training, range training, and observation.

(d) **Class C course - Minimum requirements:** A course of instruction for students seeking a class C CDL must follow the class B training curriculum defined in C.F.R. Appendix B to Part 380 as it existed on the (effective date of the WAC). The course must include not less than:

- (i) Forty hours of classroom instruction;
- (ii) Fourteen hours of street driving training;
- (iii) Eight hours of training in backing maneuvers;
- (iv) Eight hours of proficiency development; and
- (v) Ten hours of combined lab training, range training, and observation.

(e) **Upgrade from either class B or C to class A - Minimum requirements:** A course of instruction for students seeking to upgrade from a class B or C to a class A must follow the class A behind the wheel training curriculum defined in C.F.R. Appendix A to Part 380 as it existed on the (effective date of the WAC). The course must include not less than:

- (i) Eighteen hours of street driving training;
- (ii) Sixteen hours of training in backing maneuvers;
- (iii) Sixteen hours of proficiency development; and

(iv) Thirty hours of combined lab training, range training, and observation.

(f) **Upgrade from a class C to class B - Minimum requirements:** A course of instruction for students seeking to upgrade from a class C to a class B must follow the class B behind the wheel training curriculum defined in C.F.R. Appendix B to Part 380 as it existed on the (effective date of the WAC). The course must include not less than:

- (i) Fourteen hours of street driving training;
- (ii) Eight hours of training in backing maneuvers;
- (iii) Eight hours of proficiency development; and
- (iv) Ten hours of combined lab training, range training, and observation.

(g) **Passenger endorsement - Minimum requirements:** A course of instruction for students seeking a passenger endorsement must follow the passenger endorsement training curriculum defined in C.F.R. Appendix C to Part 380 as it existed on the (effective date of the WAC). The course must include not less than:

- (i) Four hours of classroom/theory instruction;
- (ii) Ten hours of proficiency development.

(h) **School bus endorsement - Minimum requirements:** A course of instruction for students seeking a school bus endorsement must follow the school bus endorsement training curriculum defined in C.F.R. Appendix D to Part 380 as it existed on the (effective date of the WAC). The course must include not less than:

- (i) Twenty hours of classroom/theory instruction;
- (ii) Ten hours of proficiency development.

(i) **Passenger and school bus endorsement - Minimum requirements:** A course of instruction for students seeking a passenger and school bus endorsement must follow the passenger and school bus endorsement training curriculum defined in C.F.R. Appendix C and D to Part 380 as it existed on the (effective date of the WAC). The course must include not less than:

- (i) Twenty hours of classroom/theory instruction;
- (ii) Ten hours of proficiency development.



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 07/22/2024

Committee Agenda type: Discussion

Date Rec'd

7/3/2024

Clerk's File #

ORD C36543

Cross Ref #

Project #

Council Meeting Date: 07/15/2024

Submitting Dept

CITY COUNCIL

Bid #

Contact Name/Phone

CM CATHCART 6257

Requisition #

Contact E-Mail

MCATHCART@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

MCATHCART BWILKERSON

Agenda Item Name

0320 - ORDINANCE ESTABLISHING CITY HOLIDAYS

Agenda Wording

AN ORDINANCE designating the Lunar New Year, Martin Luther King Jr. Day and Juneteenth as official City of Spokane holidays, making technical corrections to Chapter 03.03 of the Spokane Municipal Code, amending Section 03.03.010 of the Spokane Municipi

Summary (Background)

Current city holidays are set forth in SMC 03.03.010, and include seven holidays, including New Year's, Memorial Day, July 4, Labor Day, Thanksgiving and the Friday after, and Christmas Day. Other employee holidays are governed in large part by collective bargaining agreements. The point of this ordinance is to give official recognition in the form of an official city holidays that already receive state recognition for individuals and events of cultural significance to the Spokane community.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? NO

Total Cost \$ unknown

Current Year Cost \$ unknown

Subsequent Year(s) Cost \$

Narrative

Fiscal impact of adding these holidays is unclear at this time. Because employee holidays are governed by this SMC and collective bargaining agreements, the actual impact on City operations may vary.

Amount

Budget Account

Expense \$ unknown

tbd

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#

Committee Briefing Paper

Finance & Administration Committee

Committee Date	June 24, 2024
Submitting Department	City Council
Contact Name	Chris Wright
Contact Email & Phone	cwright@spokanecity.org / 625-6210
Council Sponsor(s)	Wilkerson Cathcart
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10
Agenda Item Name	Ordinance Establishing City Holidays
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Current city holidays are set forth in SMC 03.03.010, and include seven holidays, including New Year’s, Memorial Day, July 4, Labor Day, Thanksgiving and the Friday after, and Christmas Day. Other employee holidays are governed in large part by collective bargaining agreements.</p> <p>This ordinance would amend SMC 03.03.010 by adding Martin Luther King Day (the third Monday of February), Lunar New Year (first day of first lunar month), and Juneteenth (June 19) as official city holidays commencing in 2025.</p> <p>Currently MLK Day and Juneteenth are official holidays of the State of Washington.</p>
Fiscal Impact	
Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: Click or tap here to enter text. Current year cost: None known Subsequent year(s) cost: Unknown	
Narrative: Fiscal impact of adding these holidays is unclear at this time. Because employee holidays are governed by this SMC and collective bargaining agreements, the actual impact on City operations may vary depending whether the ordinance change actually results in additional employee holidays for specific bargaining units. This analysis is ongoing.	
Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A Specify funding source: Select Funding Source* Is this funding source sustainable for future years, months, etc? Unknown at this time	
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A	
Other budget impacts: (revenue generating, match requirements, etc.) Not known at this time	

Operations Impacts (If N/A, please give a brief description as to why)

- What impacts would the proposal have on historically excluded communities?

The point of this ordinance is to give official recognition – in the form of an official city holidays that already receive state recognition – for individuals and events of cultural significance to Spokane communities of color, and which are celebrated locally at this time.

- 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.

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

Not applicable

- 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?

Under SMC 01.03.030 the official motto of the City of Spokane is “In Spokane We all Belong.” Adding these holidays is consistent with this motto and gives further municipal recognition to icons and events important to Spokane’s communities of color.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

There has not been subcommittee review. It is possible the ordinance will receive review of the Equity Subcommittee at a future date.

ORDINANCE NO. C-36543

AN ORDINANCE designating the Lunar New Year, Martin Luther King Jr. Day and Juneteenth as official City of Spokane holidays, making technical corrections to Chapter 03.03 of the Spokane Municipal Code, amending Section 03.03.010 of the Spokane Municipal Code, making technical corrections to Section 03.03.050 of the Spokane Municipal Code and adding a new section 03.03.070 to the Spokane Municipal Code.

WHEREAS, recognizing the cultural diversity of our community enriches the social fabric and promotes a comprehensive understanding and appreciation among its members; and

WHEREAS, Martin Luther King Jr. was a pivotal figure in the American civil rights movement and known for compassionate and insightful statements on civil rights, racial equality, and non-violence as a form of civil protest; and

WHEREAS, “Martin Luther King Jr. Day” was officially adopted by the United States Congress in 1983 and first observed at the federal level on January 20, 1986; and is a day of service and celebrates the life, legacy, and achievements of the civil rights leader; and

WHEREAS, Lunar New Year, a significant celebration for many Asian communities, marks the beginning of the lunar calendar and is a time of festivity and family reunions, reflecting the rich cultural heritage and contributions of these communities to our society; and

WHEREAS, since its celebrated return in 2022 after an 87-year hiatus, the Lunar New Year festival has rapidly grown in popularity in Spokane, drawing significant participation from the community and demonstrating the vibrant cultural heritage and traditions of the Asian communities within the city; and

WHEREAS, Juneteenth, commemorating the end of slavery in the United States, serves as a historical milestone that promotes reflection, education, and celebration of freedom and justice for all citizens; and

WHEREAS, recognizing the significance of Juneteenth as a pivotal moment in American history, the United States Congress has officially designated June 19th as a federal holiday, further affirming its national importance and acknowledging the

ongoing pursuit of equality and justice for all; and

WHEREAS, Juneteenth is the oldest nationally/internationally celebrated commemoration of the ending of slavery in the United States;

WHEREAS, both Martin Luther King Jr. Day and Juneteenth are recognized as official state holidays by the State of Washington; and

WHEREAS, the City Council of the City of Spokane wish to formally establish Martin Luther King Jr. Day, Lunar New Year, and Juneteenth as official holidays of the City of Spokane,

NOW THEREFORE, the City of Spokane does ordain:

Section 1. Section 03.03.010 of the Spokane Municipal Code is amended as follows:

Section 03.03.010 Legal Holidays Specified

Commencing January 1, 2025, ((The)) the following days each year are legal holidays during which all offices, including municipal court, are closed to the transaction of business, except ((the)) essential ((departments)) operations:

- A. The first day of January, commonly called “New Year’s Day.”
- B. The day corresponding to the first day of the first lunar month, commonly known as “Lunar New Year”, which may vary each year.
- C. The third Monday of February, commonly called “Martin Luther King. Jr. Day.”
- ~~((B))~~ D. The last Monday of May, commonly known as “Memorial Day.”
- E. The nineteenth of June, commonly called “Juneteenth.”
- ~~((G))~~ F. The fourth day of July, commonly known as “Independence Day,”.
- ~~((D))~~ G. The first Monday in September, commonly known as “Labor Day”.
- ~~((E))~~ H. The fourth Thursday of November, commonly known as “Thanksgiving Day”.
- ~~((F))~~ I. The Friday following Thanksgiving Day; and

((G)) J. The twenty-fifth day of December, commonly known as “Christmas Day”.

Section 2. Section 03.03.050 of the Spokane Municipal Code is amended as follows:

Section 03.03.050 Non-uniformed Employees

For non-uniformed employees on a work schedule other than Monday through Friday, the following holiday policy applies:

- A. When a holiday observed by the City falls on an employee’s first day of rest, the preceding day is recognized as ((his)) that employee’s holiday.
- B. When a holiday observed by the City falls on an employee’s second day of rest, the following day is recognized as ((his)) that employee’s holiday.
- C. If an employee is required to work on ((his)) a holiday as outlined in subsections (A) and (B) of this section due to essential operations, ((he)) that employee is compensated at one and one-half times ((his)) the employee’s hourly rate ((in addition to straight-time pay)) or as otherwise set forth pursuant to that employee’s collective bargaining agreement.

Section 3. There is added to Chapter 03.03 of the Spokane Municipal Code a new Section 03.03.070 to read as follows:

Section 03.03.070 Essential Operations

For purposes of this Chapter 03.03, the term “essential operations” shall mean:

- A. The Police Division;
- B. The Fire Division; and
- C. Any city department, division, or function designated as an “essential operation” by the Mayor.

Section 4. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the

validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 5. Clerical Errors. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener’s errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____, 2024.

Council President

Attest

Approved as to Form

City Clerk

City Attorney

Mayor

Date

Effective Date