

CITY OF SPOKANE



REGARDING CITY COUNCIL MEETINGS

City Council's standing committee meetings, Agenda Review Sessions, and Legislative Sessions are held in City Council Chambers – Lower Level of City Hall, 808 W. Spokane Falls Blvd.

City Council Members, City staff, presenters and members of the public 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 February 24, 2025, 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 February 24, 2025:

3:30 p.m. Agenda Review Session: 1-408-418-9388; access code: 248 249 50291; password: 0320

6:00 p.m. Legislative Session: 1-408-418-9388; access code: 249 081 73184; password: 0320

To participate in public comment (including Open Forum):

Testimony sign-up is open beginning at 5:00 p.m. on Friday, February 21, 2024, and ending at 6:00 p.m. on Monday, February 24, 2025, 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 February 24, 2025. 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.

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 within 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).

THE CITY OF SPOKANE



DRAFT COUNCIL AGENDA

MEETING OF MONDAY, FEBRUARY 24, 2025

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 MICHAEL CATHCART

COUNCIL MEMBER PAUL DILLON

COUNCIL MEMBER KITTY KLITZKE

COUNCIL MEMBER LILI NAVARRETE

COUNCIL MEMBER ZACK ZAPPONE

**CITY COUNCIL CHAMBERS
CITY HALL**

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

City of Spokane Guest Wireless access for Council Chambers:

Username: **COS Guest**

Password: **K8vCr44y**

Please note the space in username.

Both username and password are case sensitive.

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

AGENDA REVIEW AND LEGISLATIVE SESSIONS

Council meetings consist of two parts: The Agenda Review Session (starting at 3:30 P.M.) and the Legislative Session (starting at 6:00 P.M.). The Agenda Review Session is open to the public, but participation is limited to Council Members and appropriate staff. The Legislative Session also is open to the public, and public comment is taken on legislative items (except those that are adjudicatory or solely administrative in nature). Following the conclusion of the Legislative portion of the meeting, an Open Forum is 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 AGENDA REVIEW 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

- Public participation in Council meetings is governed by Council Rules 2.15 and 2.16. A complete copy of the council rules can be found here: [City Council Rules](#).
- 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 name and city of residence as a condition of recognition.
- Persons speaking at the podium shall verbally identify themselves by name, city of residency and, if appropriate, representative capacity.
- Speakers may be provided additional written or verbal instructions to ensure that verbal remarks are electronically recorded. Documents submitted for the record are identified and marked by the Clerk. (If you are submitting paper copies of 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.)
- To ensure that evidence and expressions of opinion are included in the record, and to ensure that decorum befitting a deliberative process is maintained, no modes of expression including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language, or personal insults are 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 testify at Council meetings, including open forum, providing the testimony is in compliance with the City of Spokane Code of Ethics and the staff follow the steps outlined in the City Council Rules of Procedure.

SPEAKING TIME LIMITS: Each person addressing the Council is limited to two minutes of speaking time, except during hearings and items under final consideration by the Council, for which three minutes will be allowed. 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.

CITY COUNCIL AGENDA: The City Council agendas may be obtained prior to Council Meetings by accessing the City's website at <https://my.spokanecity.org/citycouncil/documents/>.

AGENDA REVIEW 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

DRAFT AGENDAS REVIEW (Staff or Council Member briefings and discussion)

APPROVAL BY MOTION OF THE DRAFT AGENDA

CONSIDERATION OF ANY REQUESTS FOR DEFERRAL OF ITEMS ON THE FINAL AGENDA

EXECUTIVE SESSION

(Closed Session of Council)

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

LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

LAND ACKNOWLEDGEMENT

PLEDGE OF ALLEGIANCE

POETRY AT THE PODIUM, 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

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

- | | | |
|---|--------------------|--|
| <p>1. Preapproval to purchase 8 renewable natural gas-powered refuse trucks for Solid Waste Collections—total cost not to exceed \$4,200,000. (Deferred from February 10, 2025, Agenda, during the February 3, 2025, 3:30 p.m. Agenda Review Session) (Council Sponsors: Council Members Klitzke and Bingle)
Rick Giddings</p> | <p>Approve</p> | <p>OPR 2025-0065</p> |
| <p>2. Two-year Master Value Blanket Orders Renewals for Miscellaneous Stock Steel from May 1, 2025, through April 30, 2027, with:</p> <p style="padding-left: 40px;">a. CDA Metals (Spokane)—\$400,000 (\$200,000 annually) (incl. tax), and</p> <p style="padding-left: 40px;">b. Haskins Steel (Spokane)—\$400,000 (\$200,000 annually) (incl. tax).</p> <p>(Council Sponsors: Council Members Dillon and Cathcart)
Jason Nechanicky</p> | <p>Approve All</p> | <p>ITB 5605-22</p> <p>OPR 2022-0241</p> <p>OPR 2022-0242</p> |
| <p>3. Preapproval to purchase up to four used vehicles for the Spokane Police Department to be used as undercover SIU units—not to exceed \$120,000 (incl.</p> | <p>Approve</p> | <p>OPR 2025-0100</p> |

tax). (Council Sponsors: Council President Wilkerson and Council Member Zappone)

Rick Giddings

- | | | | |
|------------------------|---|---------|------------------------------|
| 4. | Value Blanket Extension with Compunet (Grangeville, Idaho) through September 30, 2026, for Cisco network and other equipment replacement and continued operational support including license subscriptions to meet contractual obligations—additional \$3,400,000 (plus tax) to cover current and anticipated purchases. (Council Sponsors: Council Members Dillon and Cathcart) | Approve | OPR 2024-0277 |
| Cylas Engeland | | | |
| 5. | Purchase from CDW-G (Vernon Hills, IL) of security cameras and equipment for multiple Spokane Police Department precinct locations using Byrne Discretionary Grant funds (camera project line item)—\$65,000. (Council Sponsors: Council President Wilkerson and Council Member Zappone) | Approve | OPR 2025-0123 |
| Shawna Earnst | | | |
| 6. | Purchase from Insight Public Sector, Inc. (Chandler, AZ) of Flock ALPR cameras and installation at key intersections throughout the City of Spokane for the Spokane Police Department using 2025 WATPA Grant and departmental funds—\$119,028. (Council Sponsors: Council President Wilkerson and Council Members Zappone and Cathcart) | Approve | OPR 2025-0124 |
| Shawna Earnst | | | |
| 7. | Contract with YWCA Spokane for domestic violence legal advocacy services from January 1, 2025, through December 31, 2026—\$66,800 annually. (Council Sponsors: Council Members Dillon and Cathcart) | Approve | OPR 2025-0074 |
| Michael Piccolo | | | |
| 8. | 3-year Master Security Contract with Starplex Corporation for security services at multiple City of Spokane locations from January 1, 2025, through December 31, 2027—\$750,000 annually (plus tax). (Council Sponsors: Council Members Dillon and Cathcart) | Approve | OPR 2025-0099
RFP 6024-24 |
| Dave Steele | | | |
| 9. | Contract Renewal with Infor Public Sector, Inc. (Tampa, FL) for annual contract maintenance of the Fire Department’s Computer Aided Dispatch (CAD) system, covering maintenance fees and non-Microsoft software licenses, and adding four additional CAD mobile licenses for use by the Spokane Fire Department from May 1, 2025, through April 30, 2026—\$104,712.22 (incl. tax). (Council Sponsors: Council President Wilkerson and Council Member Zappone) | Approve | OPR 2021-0257 |

Julie O’Berg

- 10. **Personal Service Agreement with Ready Rebound, Inc. (Carol Stream, IL) for treatment for orthopedic injuries for the Spokane Police and Fire Departments from January 1, 2025, through December 31, 2025—\$181,775 (plus tax) (\$84,975 from the Fire Department and \$96,800 from the Police Department). (Relates to Resolution 2025-0012) (Council Sponsors: Council President Wilkerson and Council Member Zappone)**
Julie O’Berg **Approve** **OPR 2025-0125**

- 11. **Contract Renewal and Amendment with Questica LTD (Pasadena, CA) to provide city budget software subscription services from March 22, 2025, through March 21, 2026—\$193,193.84 (plus tax) (\$160,558.22 for the renewal and \$32,635.62 for professional services to implement a new module). (Council Sponsors: Council Members Dillon and Cathcart)**
Peggy Lund **Approve** **OPR 2021-0202**

- 12. **Contract Renewal 2 of 4 with DLT Solutions, LLC. (Herndon, VA) for AutoDesk software products, services, and support from March 26, 2025 through March 25, 2026—\$82,223.41 (plus tax). (Council Sponsors: Council Members Dillon and Cathcart)**
Peggy Lund **Approve** **OPR 2023-0313**

- 13. **Contract Renewal 2 of 4 with Journal Technologies (Logan, UT) for eSeries Annual Software Maintenance & Support from March 8, 2025, through March 7, 2026—\$174,289.91 (incl. tax). (Council Sponsors: Council Members Dillon and Cathcart)**
Peggy Lund **Approve** **OPR 2023-0470**

- 14. **Low Bid of DW Excavating, Inc., (Davenport, WA) for Desmet Avenue and Superior Street Sewer Reroute project—\$1,007,908 (plus tax). An administrative reserve of \$100,790.80 (plus tax), which is 10% of the contract price, will be set aside. (Logan Neighborhood). (Council Sponsor: Council Member Klitzke)**
Dan Buller **Approve** **OPR 2025-0064**
ENG 2020079

- 15. **Report of the Mayor of pending:** **Approve &**
Authorize
 - a. **Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2025, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____.** **Payments** **CPR 2025-0002**

 - b. **Payroll claims of previously approved obligations through _____, 2025: \$_____.** **CPR 2025-0003**

16. Meeting Minutes:

Approve All

a. City Council Meeting Minutes: _____, 2025.

CPR 2025-0013

b. City Council Standing Committee Meeting Minutes: _____, 2025.

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinances amending Ordinance No. C36626, passed by the City Council December 9, 2024, and entitled in part, "An Ordinance Adopting a Biennial Budget for the City of Spokane," making appropriation adjustments for year 2025, and declaring an emergency.

ORD C36640 This action arises from the need to adjust pay ranges to align with salary analysis for the first quarter of 2025. (Council Sponsors: Council Members Dillon and Cathcart)
Allison Adam

NO EMERGENCY ORDINANCES

RESOLUTIONS

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2025-0005 Approving year 2026 applications and 2025 adaptive projects to be paid from the Spokane Safe Streets for All Fund—not to exceed \$2,200,000. (Deferred from February 10, 2025, Agenda, during the February 3, 2025, 3:30 p.m. Agenda Review Session) (Council Sponsors: Council Members Cathcart, Dillon, and Zappone)

Abigail Martin

RES 2025-0008
OPR 2025-0134 Declaring Transport Equipment (Spokane) a sole-source provider and authorizing the City to enter into a Contract for the purpose of service on Mack trucks and equipment on an "as needed" basis for a five-year period—approximately \$50,000 annually without public bidding and a Value Blanket Order for the purchase of Mack parts on an "as needed" basis for a five-year period—approximately \$50,000 annually without public bidding. (Council Sponsors: Council Members Dillon and Cathcart)

Rick Giddings

RES 2025-0009 Declaring Western States Equipment (Spokane) a sole-source provider
OPR 2025-0135 and authorizing the City to enter into a Contract (OPR 2025-0135) for the
OPR 2025-0136 purpose of service on Caterpillar trucks and equipment on an as-
needed basis for a five-year period—approximately \$50,000 annually
without public bidding, and a Value Blanket Order (OPR 2025-0136) for
the purchase of Caterpillar parts on an as-needed basis for a five-year
period—approximately \$50,000 annually without public bidding.
(Council Sponsors: Council Members Dillon and Cathcart)

Rick Giddings

RES 2025-0011 Declaring Pape' Machinery (Spokane) a sole-source provider and
OPR 2025-0137 authorizing the City to enter into a Contract (OPR 2025-0137) for the
OPR 2025-0138 purpose of service on John Deere, Wirten, and Vogeles trucks and
equipment on an as-needed basis for a five-year period—approximately
\$200,000 annually without public bidding, and a Value Blanket Order
(OPR 2025-0138) for the purchase of John Deere, Wirten, and Vogeles
parts on an as-needed basis for a five-year period—approximately
\$50,000 annually without public bidding. (Council Sponsors: Council
Members Dillon and Cathcart)

Rick Giddings

RES 2025-0010 Committing the City of Spokane to the enforcement of the Keep
Washington Working Act of 2019 and supporting legal and immigration
defense services. (Council Sponsors: Council President Wilkerson and
Council Members Navarrete and Zappone)

Jackson Deese

RES 2025-0012 Declaring Ready Rebound (Milwaukee, WI) a sole source provider and
OPR 2025-0125 authorizing the City to enter into a Contract for the purpose of service
Personalized Health and Performance Program for public safety staff,
for a one-year period—approximately \$182,000, without public bidding.
(Relates to Consent Agenda Item No. 8 – OPR 2025-0125) (Council
Sponsors: Council President Wilkerson and Council Member Zappone)

Julie O'Berg

NO FINAL READING ORDINANCES

FIRST READING ORDINANCES

ORD C36641 Relating to the mid-biennial review process; amending Sections
07.01.020, 07.14.010, and 07.14.030 of the Spokane Municipal Code;
repealing Section 07.14.040 of the Spokane Municipal Code. (Council
Sponsors: Council President Wilkerson and Council Member Dillon)

Matt Boston / Adam McDaniel

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

NO HEARINGS

OPEN FORUM

At the conclusion of legislative business, the Council may recess briefly and then convene an open public comment period for up to twenty (20) speakers, unless a majority of council members vote otherwise. If more than twenty (20) people sign up for open forum, 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 the calendar month. Each speaker is limited to no more than two (2) 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. 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 final or draft 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 Draft Agenda for February 24, 2025 (per Council Rule 2.1.B)

ADJOURNMENT

The February 24, 2025, Regular Legislative Session of the City Council is adjourned to March 3, 2025.

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:** PIES **Date:** 01/23/2025**Committee Agenda type:** Consent**Date Rec'd**

1/8/2025

Clerk's File #

OPR 2025-0065

Cross Ref #**Project #****Council Meeting Date:** 02/10/2025**Submitting Dept**

FLEET SERVICES

Bid #**Contact Name/Phone**

RICK GIDDINGS 625-7706

Requisition #**Contact E-Mail**

RGIDDINGS@SPOKANECITY.ORG

Agenda Item Type

Purchase w/o Contract

Council Sponsor(s)

KKLITZKE JBINGLE

Sponsoring at Administrators Request

NO

Lease? NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

5100 - PRE-PURCHASE APPROVAL FOR 8 REFUSE TRUCKS FOR SWC

Agenda Wording

Fleet Services would like preapproval to purchase 8 RNG powered refuse trucks for Solid Waste Collections. Total cost is not to exceed \$4,200,000.

Summary (Background)

Solid Waste Collections 2025 CIP purchase plan includes trucks as specified or similar to the following: (4) 2025 Peterbilt 520 chassis equipped with Roll Off bodies, (2) Autocar ACX64 Chassis equipped with Front Loader bodies, and (2) Battle Motors chassis equipped with Rear Loader bodies. Preapproval allows us to secure HD chassis early and avoid anticipated HD vehicle shortages caused by Washington State CARB rule adoption. All trucks will be purchased using pre-competed contracts.

What impacts would the proposal have on historically excluded communities?

None Identified.

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

Data will not be collected.

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

Fleet Services collects lifecycle cost data for future analysis.

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

Aligns with City CIP Plan and City Centralized Fleet Policy.

Council Subcommittee Review

A subcommittee is not available for this topic.

Fiscal Impact	
Approved in Current Year Budget? YES	
Total Cost	\$ \$4,200,000
Current Year Cost	\$ \$4,200,000
Subsequent Year(s) Cost	\$ 0
<u>Narrative</u>	
Trucks will be purchased using pre-competed contracts such as SourceWell or DES following all City competitive purchasing rules.	
Amount	
Budget Account	
Expense	\$ 4,200,000
Select	# 4500-45900-94370-56404-99999
Select	#
Select	#
Select	#
Select	#
Select	#
Funding Source One-Time	
Funding Source Type Program Revenue	
Is this funding source sustainable for future years, months, etc?	
Yes	
Expense Occurrence	One-Time
Other budget impacts (revenue generating, match requirements, etc.)	
Replacement of older diesel units that have exceeded their economic lifecycle helps to reduce carbon emissions and saves maintenance and fuel costs.	
Approvals	
Additional Approvals	
Dept Head	GIDDINGS, RICHARD
Division Director	STRATTON, JESSICA
Accounting Manager	BAIRD, CHRISTI
Legal	SCHOEDEL, ELIZABETH
For the Mayor	PICCOLO, MIKE
Distribution List	
	rgiddings@spokanecity.org
Tprince@spokanecity.org	

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 01/27/2025**Committee Agenda type:** Consent**Council Meeting Date:** 02/24/2025

		Date Rec'd	1/20/2025
		Clerk's File #	OPR 2022-0241
		Cross Ref #	
		Project #	
Submitting Dept	CONTRACTS & PURCHASING	Bid #	ITB 5605-22
Contact Name/Phone	JASON 509 232 8841	Requisition #	VB
Contact E-Mail	JNECHANICKY@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	PDILLON MCATHCART		
Sponsoring at Administrators Request	NO		
Lease? NO	Grant Related? NO	Public Works? NO	
Agenda Item Name	5500 MASTER VALUE BLANKET TWO-YEAR RENEWAL WITH NORFOLK IRON &		

Agenda Wording

Approval of two-year renewal, 5/1/25 - 4/30/27, for \$400,000 (\$200,000 annually) including tax. This is would be the final renewal.

Summary (Background)

On 3/14/2022, bids for ITB 5605-22 were received for purchase of miscellaneous stock steel and Cd'A Metals was one of two vendors selected. The Initial master value blanket term was for a three (3) year base period, with two one-year renewals, with the total master value order not to exceed five years. The three-year base period is valid through 4/30/2025, and Cd'A Metals has agreed to a two-year renewal, rather than two one-year renewals.

What impacts would the proposal have on historically excluded communities?

None

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

Data would not be collected.

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

A review of miscellaneous stock steel purchased, by Departments over the complete five year master value blanket period could be conducted to assist in determining future contracting requirements.

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?

Steel is required by various departments to maintain infrastructures that they are responsible for.

Council Subcommittee Review

Not applicable.

Fiscal Impact	
Approved in Current Year Budget? YES	
Total Cost	\$ 400,000.00
Current Year Cost	\$ 200,000.00
Subsequent Year(s) Cost	\$ 200,000.00
<u>Narrative</u>	
The Master Value Blanket Order is used by Water Department and Solid Waste Disposal, and other departments.	
Amount	
Budget Account	
Expense	\$ 400,000.00 (\$200,000.00 annual)
Select	# Various
Select	#
Select	#
Select	#
Select	#
Select	#
Funding Source Recurring	
Funding Source Type Program Revenue	
Is this funding source sustainable for future years, months, etc?	
Funding is available in Water Department and Solid Waste Disposal, and affected departments budgets.	
Expense Occurrence	Recurring
Other budget impacts (revenue generating, match requirements, etc.)	
Approvals	
Additional Approvals	
Dept Head	NECHANICKY, JASON
PURCHASING	NECHANICKY, JASON
Division Director	STRATTON, JESSICA
Accounting Manager	BAIRD, CHRISTI
Legal	HARRINGTON,
For the Mayor	PICCOLO, MIKE
Distribution List	
	tprince@spokanecity.org
rrinderle@spokanecity.org	cfullerton@norfolkiron.com

Committee Briefing Paper

Finance & Administration Committee

Committee Date	1/27/2025
Submitting Department	PURCHASING
Contact Name	JASON NECHANICKY
Contact Email & Phone	JNECHANICKY@SPOKANECITY.ORG 509 232 8841
Council Sponsor(s)	Dillon, Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Master Value Blanket Two-Year Renewal with Norfolk Iron & Metal Co. DBA as Cd'A Metals (Spokane, Wa)
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>On 3/14/2022, bids for ITB 5605-22 were received for purchase of miscellaneous stock steel and Cd'A Metals was one of two vendors selected. The Initial master value blanket term was for a three (3) year base period, with two one-year renewals, with the total master value order not to exceed five years. The three-year base period is valid through 4/30/2025, and Cd'A Metals has agreed to a two-year renewal, rather than two one-year renewals.</p> <p>Impact - The Master Value Blanket Order is used by Water Department and Solid Waste Disposal, and other departments.</p> <p>Action – Recommend approval of two-year renewal, 5/1/25 – 4/30/27, for \$400,000 (\$200,000 annually) including tax. This would be the final renewal.</p> <p>Funding – Funding is available in Water Department and Solid Waste Disposal, and affected departments budgets.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$400,000 (\$200,000 annually) including tax</u></p> <p> Current year cost: 5/1/25 – 4/30/26: Master Value Blanket \$200,000 including tax</p> <p> Subsequent year(s) cost: 5/1/26 – 4/30/26: Master Value Blanket \$200,000 including tax</p> <p>Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impacts</p> <ul style="list-style-type: none"> What impacts would the proposal have on historically excluded communities? None 	

- 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? **Date would not be collected.**
- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution? **A review of miscellaneous stock steel purchased, by Departments over the complete five year master value blanket period could be conducted to assist in determining future contracting requirements.**
- 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? **Steel is required by various departments to maintain infrastructures that they are responsible for.**

Council Subcommittee Review

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

Not applicable.

Rinderle, Rick

From: Chris Fullerton <CFullerton@norfolkiron.com>
Sent: Monday, January 13, 2025 8:24 AM
To: Rinderle, Rick
Subject: VB-301341-001 5-1-25 to 4-30-27.xlsx
Attachments: Copy #1 VB-301341-001 5-1-25 to 4-30-27.xlsx; We Are NIM 2024.pdf; Scanned from SP3501-13-2025-162253.pdf

[CAUTION - EXTERNAL EMAIL - Verify Sender]

On behalf of NIM in the Spokane division we would like to extend our contract with the City of Spokane for the full 2 year period.

Please see above forms.

Thanks,

All information contained in this message is intended only for the person or persons to whom the message is addressed and may be privileged and confidential. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you received this message in error, please notify the sender immediately and delete the message from your system. Thank you.



**Coeur D'Alene Metals
Norfolk Iron & Metal Works**

VB-301341-001

Two-Year Option Period

Miscellaneous Sock Steel For Various City Departments Per Specification Called Out In ITB 5605-22, To Enable As Needed Orders To Be Placed Via Resulting Master Value Blanket VB-301341.


Valid from 5/1/25 Through 4/30/27. As commodity is volatile, pricing adjustments would be considered on a three-month basis, or more often, based with on vendor providing back up documentation, at the City's request, from steel suppliers, and/or other source: the United States published indices such as the Producer Price Index (PPI) ,other government data, American Metal Market (AMM) index in lieu of the Producer Price Index (PPI).

Per bid RFQ 5846-23. Supplier is responsible for standard ground Freight/Shipping Cost. The City agrees to pay for expedited freight cost incurred for any order that City requests be expedited.

ITEM NO.	DESCRIPTION	PRICE RANGE
I	PRODUCT GROUP	SPECIFIC PRICING PROVIDED BELOW ON ALL ITEMS
	CHANNEL	
	ANGLE	
	SQUARE/RECTANGLE TUBING: LT WALL – 1/8" OR LESS HVY WALL – 3/16" +	
	FLAT BAR	
	ROUNDS (HOT ROLL)	
	SQUARE (HOT ROLL)	
	HOT ROLL PLATE (3/16" – 3")	
	HOT ROLL SHEET (16 GA – 11 GA)	
	FLOOR PLATE	
	T1 PLATE	
	COLD ROLL ROUNDS	
	ALLOY ROUNDS	
	COLD ROLL FLATS	
COLD ROLL SQUARE		
Any other items not covered by the product groups listed above will be		15% Above Cost
Any other items not covered by the product groups listed above will be		25% All Processing
ALTERNATE PRICING OPTION: PERCENTAGE ABOVE COST AT TIME OF PURCHASE – FOR ITEM LISTED IN PRODUCT GROUPS ABOVE		15% Above Cost Stock
		25% - 30% All Processing (Cutom Cutting / Forming)

II	SPECIFIC ITEM PRICING	Price Per Each
a.	Boiler Skin	
	SA36 3/16"x48"x96" (MTRs would be needed)	\$261.15
	SA 387 Grade 22 Class 2, 3/16" X 48" X 96" (MTRs would be needed)	\$310.28 (A572/50)
b.	Flat Bar	
	1/8"x1"x20' / A36	\$7.25
	1/8"x1.5"x20' / A36	\$10.56
	1/8"x2"x20' / A36	\$14.56
	1/8"x3"x20' / A36	\$21.14
	1/8"x4"x20' / A36	\$26.36
	1/8"x5"x20' / A36	\$38.46
	3/16"x1.5"x20' / A36	\$13.09
	3/16"x2"x20' / A36	\$16.83
	3/16"x3"x20' / A36	\$28.24
	3/16"x4"x20' / A36	\$38.52
	3/16"x5"x20' / A36	\$49.09
	1/4"x1"x20' / A36	\$13.19
	1/4"x1.5"x20' / A36	\$16.82
	1/4"x2"x12' / 304SS	\$72.31
	1/4"x2"x20' / A36	\$23.25
	1/4"x2.5"x20' / A36	\$27.54
	1/4"x3"x20' / A36	\$35.46
	1/4"x4"x20' / A36	\$46.34
	1/4"x5"x20' / A36	\$59.55
	1/4"x6"x20' / A36	\$69.92
	3/8"x2"x20' / A36	\$33.33
	3/8"x3"x20' / A36	\$52.12
	3/8"x4"x12' / 1018CR	\$96.31
	1/2"x3/4"x20' / A36	\$25.78
	1/2"x1"x20' / A36	\$27.14
	1/2"x2"x20' / A36	\$46.50
	1/2"x3"x20' / A36	\$69.66
	1/2"x4"x20' / A36	\$89.90
	5/8"x4"x20' / A36	\$128.96
	3/4"x1.5"x20' / A36	\$59.84
	1"x3"x20' / A36	\$143.16
	Square Tube	
	1"x1"x1/8"x20' / A513	\$19.18
	1.25"x1.25"x.083x20' / A51	\$15.72
	1.5"x1.5"x.083x20' / A51	\$21.63
	1.5"x1.5"x1/8"x20' / A513	\$29.70
	1.5"x1.5"x3/16"x20' / A513	\$36.90

	1.5"x1.5"x1/4"x20' / A513	\$56.18
	2"x2"x1/8"x20' / A500	\$39.99
	2.5"x2.5"x1/4"x20' / A500	\$101.38
	2.5"x2.5"x3/16"x20' / A500	\$65.55
	3"x3"x1/4"x20' / A500	\$125.88
	4"x4"x3/16"x20' / A500	\$114.26
	4"x4"x1/4"x20' / A500	\$156.89
d.	Angle	
	1"x1"x1/8"x20' / A36	\$10.96
	1.25"x1.25"x1/8"x20' / A36	\$13.63
	1.5"x1.5"x1/8"x20' / 304SS	\$90.66
	1.5"x1.5"x1/8"x20' / A36	\$16.78
	1.5"x1.5"x3/16"x20' / A36	\$24.61
	1.5"x1.5"x1/4"x20' / A36	\$35.40
	2"x2"x1/8"x20' / A36	\$24.77
	2"x2"x3/16"x20' / A36	\$36.56
	2"x2"x1/4"x20' / 304SS	\$222.56
	2"x2"x1/4"x20' / A36	\$42.56
	2.5"x2.5"x1/4"x20' / A36	\$62.33
	3"x3"x3/16"x20' / A36	\$51.66
	3"x2"x1/4"x20' / A36	\$61.56
	3"x3"x1/4"x20' / A36	\$65.45
	4"x4"x1/4"x20' / A36	\$96.25
	6"x6"x5/16"x20' / A36	\$195.37
e.	Sheet	
	4'x8' / 16GA Galvanized	72.87+
	4'x8' / 16GA HR	\$42.56
	4'x8' / 12GA A653 G90	\$135.49
	4'x8' / 11GA HR	\$78.66
	4'x8' / 10GA 304SS	\$455.63
	4'x8' / 1/8" Stainless Steel Sheet	\$399.56
	4'x8' / 10GA HR	\$104.77
	4'x8' / 1/8" HRCQ Same as 11 Ga HR	\$78.66
	4'x8' / 1/8" A36 Same as 11 Ga HR	\$78.66
	4'x8' / 3/16" A36	\$114.45
	4'x8' / 1/4" AR400	\$590.31 HX500
	4'x8' / 1/4" A36	\$160.39
	4'x8' / 3/8" AR400	\$889.60 HX500 TUF
	4'x8' / 3/8" A36	\$250.16
	4'x8' / 1/2" AR400	\$1191.61 HX500 TUF
	4'x8' / 1/2" " A36	\$324.47
	4'x8' / 5/8" AR400	\$1445.23 HX 450
	4'x8' / 5/8" A36	\$427.85
	4'x8' / 3/4" AR400	\$1718.24 HX450

	4'x8' / 3/4" A36	\$531.23
	4'x8' / 1" AR 400	\$2237.69 HX 500
	4'x8' / 1" A36	\$847.36
	4' x 8' / 1/8" Aluminum Sheet	\$155.36
	4' x 8' / 1/4" Aluminum Sheet	\$380.23
f.	Round	
	3/8"x20' / A36 HR	\$7.23
	3/8"x20' / 1018 CR	\$8.83
	1/2"x20' / A36 HR	\$9.09
	1/2"x20' / 1018 CR	\$12.35
	5/8"x20' / 1018 CR	\$19.26
	3/4"x20' / A36 HR	\$21.50
	3/4"x20' / 1018 CR	\$28.69
	7/8"x20' / 1018 CR	\$38.29
	1.5"x20' / A36 HR	\$91.95
	1.5"x20' / 4140 TG&P	\$576.82 24' R/L
III	CUSTOM PROCESSING (SAWING, SHEARING, BURNING, FORMING, PUNCHING, BENDING, FLAME CUTTING, ETC)	Bidder's Remarks: Saw, shear, laser, press, plasma, flame cutting, punching, tube laser, 48 Foot Cutting Table, 15000 tons 28' Foot Brake.
	% ADDED FOR WASTAGE	0%
	HOURLY RATE FOR LABOR CHARGES	Least saw \$80/HR Highest Lasers \$170/HR
IV	MISCELLANEOUS CHARGES	
	FUEL CHARGE State how this is charged, i.e. per delivery or per invoice.	Bidder's Remarks: N/A
	HANDLING CHARGE State how this is charged, i.e. per delivery or per invoice.	Bidder's Remarks: No Handling charge on items unless cosmetic is needed. Prices reflect customer special request only.
All freight expenses on stocked inventory items shall be the responsibility of the winning vendor.		
All freight expenses on stocked inventory items shall be the responsibility of the winning vendor.		
Chris Fullerton 509-535-6363 CFullerton@norfolkiron.com	NAME	Chris Fullerton
	SIGNATURE	Chris Fullerton 
	DATE	1/2/2025


Agenda Sheet for City Council Meeting of:

04/11/2022

Submitting Dept GRANTS, CONTRACTS & PURCHASING		Date Rec'd	3/30/2022
		Clerk's File #	OPR 2022-0241
		Renews #	
Contact Name/Phone THEA PRINCE 6403		Cross Ref #	
		Project #	
Contact E-Mail TPRINCE@SPOKANCITY.ORG		Bid #	ITB 5605-22
Agenda Item Type Purchase w/o Contract		Requisition #	VB
Agenda Item Name 5500 - PURCHASING MULTI DEPT MISC STOCK STEEL VALUE BLANKET ORDER			

Agenda Wording

Award a three (3) year master value blanket order for Miscellaneous Stock Steel to Cda Metals (Spokane, Wa) with two one-year renewals available - estimated annual expenditure - \$200,000 including tax.

Summary (Background)

Formal bid was issued via ProcureWare and advertised in the Gazette to enable multiple awards to provide the City flexibility and best meet the City's needs. Only two responses were received. The Value Blanket Order will provide raw materials needed for the fabrication and repair of tools and equipment throughout various departments.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ \$600,000 (\$200,000 Annually)

Select \$

Select \$

Select \$

Budget Account

Various

#

#

#

Approvals

Dept Head MURRAY, MICHELLE

Division Director WALLACE, TONYA

Finance ALBIN-MOORE, ANGELA

Legal ODLE, MARI

For the Mayor ORMSBY, MICHAEL

Council Notifications

Study Session\Other PIES 3/28/2022

Council Sponsor CM Kinnear

Distribution List

TPRINCE@SPOKANECITY.ORG

RRINDERLE@SPOKANECITY.ORG

Additional Approvals

Purchasing PRINCE, THEA

Approved by Spokane City Council
on: 4/11/2022

DocuSigned by:

CC56CBA4DCC84D6...

4/12/2022

Committee Agenda Sheet

[PIES COMMITTEE]

Submitting Department	PURCHASING
Contact Name & Phone	THEA PRINCE
Contact Email	TBRINCE@SPOKANECITY.ORG
Council Sponsor(s)	CM KINNEAR
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Master VB with Cd'A Metals
Summary (Background)	<p>Bid ITB 5605-22 for Miscellaneous Stock Steel was opened on 3/14/22. Bid was issued to enable multiple awards to provide flexibility to allow requirements among awarded suppliers, and to best meet the City's needs.</p> <p>Impact - Master Value Blanket Order to be set up for use by Water Department and Solid Waste Disposal, and other departments.</p> <p>Action- Recommend approval for \$600,000 (\$200,000 annually) including tax, which will be in effect upon award and shall terminate 4/30/2025. The contract may be renewed for two (2) additional one-year contract periods, subject to mutual agreement, with the total contract period not to exceed five (5) years</p> <p>Funding – Funding is available in Water Department and Solid Waste Disposal, and affected department's budgets.</p>
Proposed Council Action & Date:	PIES Date March 28, 2022
Fiscal Impact: Total Cost: \$600,000 (\$200,000 annually) Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? None	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Data would not be collected.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? A review of steel purchased, by Departments, through 4/30/2025, could be conducted to assist in determining future contracting requirements.	
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? Steel is required by various city departments to maintain infrastructures that for that they are responsible for.	

Bid Response Summary

Bid Number ITB 5605-22
Bid Title MISCELLANEOUS STOCK STEEL -As Needed
Due Date Monday, March 14, 2022 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company CDA Metals
Submitted By Chris Fullerton - Friday, March 11, 2022 8:02:33 PM [(UTC-08:00) Pacific Time (US & Canada)]
 chris@cdametals.com 509-535-6363

Comments

Question Responses

Group	Reference Number	Question	Response
DEFAULT ITEM GROUP	#1	ADDENDA. Indicated how many Addenda Contractor acknowledges receipt of.	MISCELLANEOUS STOCK STEEL -As Needed NUMBER ITB 5605-22
BACKGROUND	#1	The City of Spokane's Water Department and Solid Waste Disposal Department work under aggressive deadlines and schedules that require suppliers to provide high service levels. The City is initiating this bid request to solicit bid from suppliers who have a proven ability to provide spec'd Miscellaneous Stock Steel - As Needed.	I agree and I acknowledge
	#2	Resulting Contract(s) would result in a three-year Value Blanket(s) with two one-year option periods for various City Departments to include Solid Waste Disposal Department and Water Department to procure Stock Steel – As Needed. The City does not bind itself to purchase the full quantities stipulated in the bid as estimates. The quantities shown represent past purchasing activity and estimates of future usage, and are given for the purpose of comparing bids on a uniform basis. Payment will be made only for quantities actually ordered, delivered and accepted, whether greater or less than the stated amounts. Quantities listed on proposal are based on a one (1) year estimate.	I agree and I acknowledge
	#3	More than one contract may be awarded. Award of contract(s), when and if made, will be to the Bidder(s) whose bids is/are most favorable to the City. Contract(s) is/are optional (non-exclusive) use. The City Council shall make the award of contract(s)	I agree and I acknowledge
SUBMISSION OF BIDS			

#1	Bid Responses shall be submitted electronically through the City of Spokane's bidding portal: https://spokane.procurement.com on or before the Due Date and time mentioned above. Hard, e-mailed or faxed copies and/or late bids shall not be accepted.	I agree and I acknowledge
#2	The City of Spokane is not responsible for bids electronically submitted late. It is the responsibility of the Bidder to be sure the bids are electronically submitted sufficiently ahead of time to be received no later than 1:00 p.m. Pacific Local Time, on the bid opening date.	I agree and I acknowledge
#3	All communication between the Bidder and the City upon receipt of this bid shall be via the "Clarification Tab" within ProcureWare. Any other communication will be considered unofficial and non-binding on the City	I agree and I acknowledge
INTERPRETATION		
#1	If the Bidder discovers any errors, discrepancies or omissions in the Quote specifications, or has any questions about the specifications, the Bidder must notify Purchasing in writing. Any corrections issued by the Purchaser will be incorporated into the contract or purchase order.	I agree and I acknowledge
WITHDRAWAL OF BIDS		
#1	Bidders may withdraw Bid prior to the scheduled due date and time. Unless otherwise specified, no Bids may be withdrawn for a minimum of ninety (90) calendar days after the due date.	I agree and I acknowledge
PAYMENT TERMS		
#1	Bidder acknowledges that unless agreeing to payment by credit card with no additional fee, payment shall be made via direct deposit/ACH (except as provided by state law) after receipt of the goods/services ordered. A completed ACH application is required before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediately make every effort to settle the disputed amount.	I agree and I acknowledge
#2	Bidder agrees to accept payment by Credit Card with no additional charges/fees	Yes; No
BIDDER INFORMATION		
#1	Company Name	Cda Metals
#2	Please provide Name, Telephone Number & e-mail address of person who is preparing the response to this Invitation to Bid.	Chris Fullerton 509-535-6363 Chris@cdametals.com
#3	Person acknowledges Company will confirm compliance with all instructions, terms, and conditions of this ITB, to furnish items at the prices stated.	I agree and I acknowledge
#3.1	Bidder accepts has read and acknowledges compliance with Terms and Conditions. If answer is "I don't agree and I don't acknowledge", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.	I agree and I acknowledge

<p>#4</p> <p>PROPRIETARY INFORMATION/PUBLIC DISCLOSURE</p>	<p>Provide the name, phone number, and email address for the person in your Company that would potentially sign a contract through the DocuSign process used by the City.</p> <p>Steve Longshore 509-535-6363 SteveL@cdametals.com</p> <p>1 All materials submitted to the City in response to this competitive procurement shall become the property of the City. I agree and I acknowledge</p> <p>2 All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received or produced by a governmental entity are presumptively public records, and there are few exemptions. RCW Ch. 41.56. I agree and I acknowledge</p> <p>3 When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as "PROPRIETARY INFORMATION." If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records. I agree and I acknowledge</p> <p>4 The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response. I agree and I acknowledge</p>
<p>CITY OF SPOKANE BUSINESS REGISTRATION REQUIREMENT</p>	<p>Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The supplier shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the supplier does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination.</p> <p>I agree and I acknowledge</p>
<p>ORGANIZATION</p>	<p>City of Spokane Business Registration Number T12007622BUS</p> <p>#1 Organization: Bidder Should Enter If Proposal Is of an Individual, Partnership, Corporation, and Existing Under The Laws of What US State. Enter Information Here Corporation existing under the State of Idaho.</p>
<p>ADDITIONAL ITEMS</p>	

#1	The City of Spokane reserves the right to purchase additional items at the quoted price. Supplier agrees to sell at the same price, terms and conditions.	Yes; No
MINORITY BUSINESS ENTERPRISE		
#1	Vendor (is ____, is not ____) a Minority Business Enterprise. A Minority Business Enterprise is defined as a "business, privately or publicly owned, at least 51% of which is owned by minority group members." For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women	Is; Is Not
SMALL BUSINESS		
#1	Bidder (is ____, is not ____) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration).	Is; Is Not
NON-COLLUSION		
#1	The Bidder certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this Bid invitation	I certify no agreement was entered; I do not certify
INTERLOCAL PURCHASE AGREEMENTS		
#1	The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to chapter 39.34 RCW. In submitting a response, the Bidder 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 supplier's review and approval at the time of a requested contract. The Supplier's right to refuse to enter into a contract with another public agency at the time of request shall be absolute.	Yes; No
ACCEPTANCE PERIOD		
#1	Bids must provide ninety (90) days for acceptance by the City from the due date for receipt of Bids.	I agree and I acknowledge
DEFINITIONS		
Bidder	One who submits a bid.	I agree and I acknowledge
Vendor	Bidder to whom contract or purchase order is awarded.	I agree and I acknowledge
Purchaser	City of Spokane and other government agencies (Pursuant to RCW 39.34).	I agree and I acknowledge

Destination-Delivery	Delivery to Purchaser's building location	I agree and I acknowledge
Until Further Notice	Any time in excess of sixty (60) days from date of opening.	I agree and I acknowledge
Cost	Total cost of ownership based on the best available information.	I agree and I acknowledge
CONTRACT PERIOD		
#1	The contract created shall be in the form of a Blanket Order which will be effective upon award and shall terminate on 4/30/25.	I agree and I acknowledge
#1	The contract may be renewed for two (2) additional one-year contract periods, subject to mutual agreement, with the total contract period not to exceed five (5) years. The Purchaser shall notify the Vendor of its renewal proposal in writing, not later than 30 days prior to the termination date of the initial contract or the contract renewal.	I agree and I acknowledge
DISCOUNT PERCENTAGES		
#1	Discount percentages offered will remain unchanged throughout the life of the contract and any renewals	I agree and I acknowledge
DELIVERY DEFAULT		
#1	The acceptance of late performance by the Purchaser shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligations remaining to be performed by Vendor.	I agree and I acknowledge
DELIVERY DELAY		
#1	In the event of delivery delay beyond the date specified in the bid, the Purchaser shall assess, as liquidated damages \$0.00 per day per unit beyond the completion date specified. The Purchaser shall have the right to deduct and retain the amount of such liquidated damages from any monies due or which may become due the Vendor or to initiate legal proceedings for the collection of same.	I agree and I acknowledge
PCB CERTIFICATION		
#1	In accordance with SMC 7.06.172(A), the Bidder certifies that the products bid and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCB's). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful bidder to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.	Don't Know; Yes; No

#2	As far as you know has this type product been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?	Don't Know; Yes; No
#3	If so were PCBs found at a measurable level?	Don't Know; Yes; No
#4	As far as you know has this actual product been tested for PCBs by a WA State accredited lab using EPA Method 1668 (or equivalent as updated)?	Don't Know; Yes; No
#5	If so attach the results or note from whom the results can be obtained.	
#6	If so attach the results or note from whom the results can be obtained.	Don't Know; Yes; No
#7	Do you have reason to believe the product packaging contains measurable levels of PCBs?	Don't Know; Yes; No
GENERAL INSTRUCTIONS		
#1	These specifications will establish minimum acceptable requirements attempting to take advantage of latest developments.	Yes
#2	Time is of the essence in the performance of this contract after a delivery schedule is established.	I agree and I acknowledge
#3	Material Safety Data Sheets must be included with Bid Proposal forms if applicable.	I agree and I acknowledge
#4	The City of Spokane reserves the right to accept or reject any variance from the published specifications and to award the Quote in a manner that is most advantageous to the continued efficient operation of the City.	I agree and I acknowledge
#5	The City reserves the right to accept or reject any part of or all Bids and to accept the Bid deemed to be in the best interest of the City. The City may choose from more than one vendor.	I agree and I acknowledge
#6	The City of Spokane reserves the option of awarding this purchase by item grouping or by any manner most advantageous for the City.	I agree and I acknowledge
#7	Bidder should be aware that Bids may be rejected if all questions are not completely and correctly answered.	I agree and I acknowledge
#8	If you took exception to #1 through #7 above explain in detail.	
SPECIAL INSTRUCTIONS - GENERAL		
#1	It is the intent of these specifications to provide various City of Spokane Departments with Miscellaneous Stock Steel on an "as needed" basis for a period ending 4/30/25.	I agree and I acknowledge
#2	It is anticipated that the Blanket Order will begin 5/1/22 or date of award, and run through 4/30/25.	I agree and I acknowledge
#3	Bidders must submit cover letters stating qualifications for supplying specified product on contract with the City of Spokane. Upload cover letter document.	Cover Letter CDA.docx

#4	State name(s) and address(es) of Original Equipment Manufacturer (OEM) and distributors (if applicable) to be used in the production and delivery of your product	Equipment not provided by Cda Metals. Raw/Processed materials only.
#5	Delivery of stocked inventory items must be made within 36-48 hours of receipt of order.	I agree and I acknowledge
#5.1	State lead time in calendar workings days for delivery of stocked inventory items upon receipt of order. Enter number of calendar working days here:	1-2 days
#6	All invoices, packing lists, packages, shipping notices, and other written documents affecting this order shall contain the applicable purchase order number. Packing lists shall accompany each delivery. Invoices will not be processed for payment until all items invoiced are received.	I agree and I acknowledge
#7	Successful Bidder shall furnish standard warranty as well as any other warranty required in the Bid specifications.	No warranty on metal products from mills/vendor. Items will be replaced if defective from mill only.
#8	Federal and State laws governing this product must be satisfied.	I agree and I acknowledge
#8	If you took exception to #1 through #9 above explain in detail.	n/a
F.O.B. DELIVERY POINT:		
#1	Various City of Spokane Departments	I agree and I acknowledge
#2	Risk of Loss. Regardless of F.O.B. point, Vendor agrees to bear all risks of loss, injury or destruction of items ordered herein which occur prior to delivery; such loss, injury or destruction shall not release Vendor from any obligation hereunder.	I agree and I acknowledge
PRICING		
#1	SALES TAX: The City will apply applicable tax to Bidder's response when tabulating bids. Vendor acknowledges the City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Therefore, all submissions will be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.	I agree and I acknowledge
#2	All freight expenses on stocked inventory items shall be the responsibility of the winning vendor.	I agree and I acknowledge
#3	The City of Spokane agrees to pay freight expenses on non-stocked special order items.	I agree and I acknowledge
#3.1	A freight bill must support all freight charges included on an invoice.	I agree and I acknowledge

#3.2	No charges will be allowed for handling, including but not limited to packing, wrapping, bags, containers, unless otherwise stated herein.	I agree and I acknowledge
#4	UNIT PRICE: Should not include tax.	I agree and I acknowledge
#4.1	PRICING: Pricing shall be firm for the first three-month period of contract, for the purpose of comparing bids on a uniform basis.	I agree and I acknowledge
#4.2	Please complete and upload ITB 5605-22 Pricing Page from Documents Tab.	Spokane city BID Sheet.pdf
#4.3	PRICING ADJUSTMENTS: After initial three month period, pricing adjustments would be considered on a three-month basis, or more often, based on vendor providing back up documentation from steel suppliers and/or other sources must be included to justify request. The United States published indices such as the Producer Price Index (PPI), or other government data, may be referenced to help substantiate the Vendor's documentation. City will accept the American Metal Market (AMM) index in lieu of the Producer Price Index (PPI) for price adjustment requests. City will not pay to subscribe to the AMM database so the vendor will need to send that backup, along with any other justification, with their written request.	I agree and I acknowledge
#4.4	All price adjustments must be agreed on by both parties. and cannot be applied retroactively to orders already placed with the Vendor. Price increases must apply to all or broad classes of customers and shall in no way single out the Purchaser.	I agree and I acknowledge
#4.5	Adjustments to pricing shall be to not produce a higher profit margin.	I agree and I acknowledge
#4.5.1	Bidder must state its Profit Margin that is included in unit pricing. The stated profit margin will remain unchanged throughout the life of the contract.	I agree and I acknowledge
#4.5.1.2	Enter Profit Margin.	15% on stock items 25-30% on processed materials
#5	The City of Spokane reserves the right to cancel the contract if the escalation of price is not advantageous to the City.	I agree and I acknowledge
#6	PRICE DECREASES: During the contract period, any price decreases obtained by Contractor shall be reflected in a contract price reduction to the Purchaser retroactive to the Contractor's effective date.	I agree and I acknowledge
BID EVALUATION		
#1	Evaluation of bids shall be based upon the following criteria, where applicable:	Yes
#2	The price, including the effect of discounts. Price may be determined by life cycle costing or total cost bidding, when advantageous to the Purchaser.	I agree and I acknowledge
#3	The quality of the items bid, their conformity to specifications and the purpose for which they are required.	I agree and I acknowledge

#4	The Bidder's ability to provide prompt and efficient service and/or delivery.	I agree and I acknowledge
#5	The character, integrity, reputation, judgment, experience and efficiency of the Bidder	I agree and I acknowledge
#6	The quality of performance of previous contracts or services	I agree and I acknowledge
#7	The previous and existing compliance by the Bidder with the laws relating to the contract or services	I agree and I acknowledge
#8	Uniformity or interchangeability.	I agree and I acknowledge
#9	The energy efficiency of the product throughout its life.	I agree and I acknowledge
#10	Any other information having a bearing on the decision to award the contract.	I agree and I acknowledge
BIDDING ERRORS		
#1	Unit pricing will prevail in the circumstance of unit and extension pricing discrepancies. When, after the opening and tabulation of Bids, a Bidder claims error, and requests to be relieved of award, he will be required to promptly present certified work sheets. The Purchaser will review the work sheets and if the Purchaser is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Bidder may be relieved of his Bid.	I agree and I acknowledge
BIDDER PREQUALIFICATION:		
#1	Prior to award of contract or purchase, Bidders shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the work, unless waived by the Purchaser.	I agree and I acknowledge
REJECTION OF BIDS		
#1	The Purchaser reserves the right to reject any or all Bids; to waive minor deviations from the specifications, to waive any informality in bids received, whenever it is in the Purchaser's best interest, and to accept or reject all or part of this Bid at prices shown.	I agree and I acknowledge
AWARD OF CONTRACT		

Award of contract or purchase, when made, will be to the Bidder whose Bid is the most favorable to the Purchaser, taking into consideration price and the other evaluation factors. More than one contract may be awarded. Contract(s) is optional (non-exclusive) use. The City Council shall make the award of contract(s). Resulting Contract(s) would result in a three-year Value Blanket(s) with two one-year option periods for various City Departments to include Solid Waste Disposal Department and Water Department to procure Stock Steel – As Needed. Any order resulting from award will be submitted by Purchasing or Departments. Unsuccessful Bidders will not automatically be notified of Bid results. The City does not bind itself to purchase the full quantities stipulated in the bid as estimates. The quantities shown represent past purchasing activity and estimates of future usage, and are given for the purpose of comparing bids on a uniform basis. Payment will be made only for quantities actually ordered, delivered and accepted, whether greater or less than the stated amounts. Quantities listed on proposal are based on a one (1) year estimate.

#1

I agree and I acknowledge

ADDITIONAL DOCUMENTS BIDDER WOULD LIKE TO UPLOAD

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

#1

ITB 5605-22 Pricing Page

ITEM NO.	DESCRIPTION	PRICE RANGE	AVERAGE
I	PRODUCT GROUP		
	CHANNEL	SPECIFIC PRICING PROVIDED BELOW ON ALL PRODUCTS.	
	ANGLE		
	SQUARE/RECTANGLE TUBING: LT WALL - 1/8" OR LESS HVY WALL - 3/16" +		
	FLAT BAR		
	ROUNDS (HOT ROLL)		
	SQUARE (HOT ROLL)		
	HOT ROLL PLATE (3/16" - 3")		
	HOT ROLL SHEET (16 GA - 11 GA)		
	FLOOR PLATE		
	T1 PLATE		
	COLD ROLL ROUNDS		
	ALLOY ROUNDS		
	COLD ROLL FLATS		
COLD ROLL SQUARE			
Any other items not covered by the product groups listed above will be priced at percent above cost.		$\frac{15}{25\%}$ % Above Cost <i>stock</i> ALL PROCESSING	
**Prices per pound			
PRICING ADJUSTEMENTS: After initial three month period, pricing adjustments would be considered on a three-month basis, or more often, based on vendor providing back up documentation from steel suppliers and/or other sources must be included to justify request.			
ALTERNATE PRICING OPTION: PERCENTAGE ABOVE COST AT TIME OF PURCHASE - FOR ITEM LISTED IN PRODUCT GROUPS ABOVE		$\frac{15}{25\%}$ % Above Cost <i>stock</i> ALL PROCESSING	
II	SPECIFIC ITEM PRICING	Est Annual Qty More Or Less	Each Price
a.	Boiler Skin		

custom cutting forming-

\$ PER EA 1pc

	SA36 3/16"x48"x96" (MTRs would be needed)	5	261.15
	SA 387 Grade 22 Class 2, 3/16"X48"X96" (MTRs would be needed) A572/50	5	310.28
b.	Flat Bar		
	1/8"x1"x20' / A36	5	8.35
	1/8"x1.5"x20' / A36	5	12.06
	1/8"x2"x20' / A36	5	16.69
	1/8"x3"x20' / A36	5	24.10
	1/8"x4"x20' / A36	5	32.45
	1/8"x5"x20' / A36	5	65.77
	3/16"x1.5"x20' / A36	5	17.30
	3/16"x2"x20' / A36	5	22.50
	3/16"x3"x20' / A36	5	33.74
	3/16"x4"x20' / A36	5	44.99
	3/16"x5"x20' / A36	5	55.36
	1/4"x1"x20' / A36	5	15.00
	1/4"x1.5"x20' / A36	5	21.25
	1/4"x2"x12' / 304SS	5	74.13
	1/4"x2"x20' / A36	5	28.60
	1/4"x2.5"x20' / A36	5	35.13
	1/4"x3"x20' / A36	5	41.76
	1/4"x4"x20' / A36	5	56.22
	1/4"x5"x20' / A36	5	70.08
	1/4"x6"x20' / A36	5	83.93
	3/8"x2"x20' / A36	5	42.59

\$ PER EA 1pc

	3/8"x3"x20' / A36	5	63.05
	3/8"x4"x12' / 1018CR	5	91.92
	1/2"x3/4"x20' / A36	5	23.26
	1/2"x1"x20' / A36	5	31.30
	1/2"x2"x20' / A36	5	56.22
	1/2"x3"x20' / A36	5	83.93
	1/2"x4"x20' / A36	5	111.62
	5/8"x4"x20' / A36	5	141.34
	3/4"x1.5"x20' / A36	5	66.66
	1"x3"x20' / A36	5	174.26
c.	Square Tube		
	1"x1"x1/8"x20' / A513	5	33.79
	1.25"x1.25"x.083x20' / A51	5	36.54
	1.5"x1.5"x.083x20' / A51	5	43.30
	1.5"x1.5"x1/8"x20' / A513	5	60.89
	1.5"x1.5"x3/16"x20' / A513	5	95.60
	1.5"x1.5"x1/4"x20' / A513	5	122.07
	2"x2"x1/8"x20' / A500	5	72.22
	2.5"x2.5"x1/4"x20' / A500	5	176.56
	2.5"x2.5"x3/16"x20' / A500	5	140.46
	3"x3"x1/4"x20' / A500	5	216.16
	4"x4"x3/16"x20' / A500	5	230.14
	4"x4"x1/4"x20' / A500	5	295.36
d.	Angle		
	1"x1"x1/8"x20' / A36	5	13.28
	1.25"x1.25"x1/8"x20' / A36	5	17.43

\$ PER EA 1pc

1.5"x1.5"x1/8"x20' / 304SS	5	111.77
1.5"x1.5"x1/8"x20' / A36	5	20.75
1.5"x1.5"x3/16"x20' / A36	5	29.88
1.5"x1.5"x1/4"x20' / A36	5	39.00
2"x2"x1/8"x20' / A36	5	26.81
2"x2"x3/16"x20' / A36	5	40.29
2"x2"x1/4"x20' / 304SS	5	252.25
2"x2"x1/4"x20' / A36	5	50.83
2.5"x2.5"x1/4"x20' / A36	5	70.69
3"x3"x3/16"x20' / A36	5	60.89
3"x2"x1/4"x20' / A36	5	71.66
3"x3"x1/4"x20' / A36	5	79.63
4"x4"x1/4"x20' / A36	5	112.16
6"x6"x5/16"x20' / A36	5	228.83
e. Sheet		
4'x8' / 16GA Galvanized	5	152.27
4'x8' / 16GA HR	5	98.83
4'x8' / 12GA A653 G90	5	148.25
4'x8' / 11GA HR	5	169.42
4'x8' / 10GA 304SS	5	974.77
4'x8' / 1/8" Stainless Steel Sheet	1	695.66
4'x8' / 10GA HR	5	190.60
4'x8' / 1/8" HRCQ Same as 11 Ga HR	5	169.42
4'x8' / 1/8" A36 Same as 11 Ga HR	5	169.42
4'x8' / 3/16" A36	5	261.15

\$ PER EA lpc

4'x8' / 1/2" AR400 HX450	5	545.01
4'x8' / 1/4" A36	5	357.79
4'x8' / 3/8" AR400 HX450	5	785.61
4'x8' / 3/8" A36	5	537.22
4'x8' / 1/2" AR400 HX450	5	1046.41
4'x8' / 1/2" A36	5	715.56
4'x8' / 5/8" AR400 HX450	5	1307.21
4'x8' / 5/8" A36	5	949.17
4'x8' / 3/4" AR400 HX450	5	1569.61
4'x8' / 3/4" A36	5	1139.70
4'x8' / 1" AR400 HX450	5	2091.21
4'x8' / 1" A36	5	1518.43
4' x 8' / 1/8" Aluminum Sheet	1	214.13
4' x 8' / 1/4" Aluminum Sheet	1	520.48
f. Round		
3/8"x20' / A36 HR	5	7.73
3/8"x20' / 1018 CR	5	9.80
1/2"x20' / A36 HR	5	10.88
1/2"x20' / 1018 CR	5	17.14
5/8"x20' / 1018 CR	5	26.45
3/4"x20' / A36 HR	5	24.08
3/4"x20' / 1018 CR	5	40.49
7/8"x20' / 1018 CR	5	51.14
1.5"x20' / A36 HR	5	93.96
1.5"x20' / 4140 TG&P	5	295.13

III	CUSTOM PROCESSING (SAWING, SHEARING, BURNING, FORMING, PUNCHING, BENDING, FLAME CUTTING, ETC)	Bidder's Remarks: SAW, SHEAR, LASER, PRESS, PLASMA, FLAME CUTTING, PUNCH TUBE LASER. 48 Foot cutting table 1500 ton 28" PRESS BRAKE
	% ADDED FOR WASTAGE	0 %
	HOURLY RATE FOR LABOR CHARGES	Least Auto-SAW \$29 - \$116 ← Most Hrly TUBE LASER
IV	MISCELLANEOUS CHARGES	
	FUEL CHARGE State how this is charged, i.e. per delivery or per invoice.	Bidder's Remarks: N/A
	HANDLING CHARGE State how this is charged, i.e. per delivery or per invoice.	Bidder's Remarks: NO HANDLING CHARGE ON ITEMS UNLESS COSMETIC IS NEEDED. PRICES REFLECT CUSTOMER SPECIAL REQUEST ONLY
	FREIGHT CHARGE (ON NON-STOCKED SPECIAL ORDER ITEMS ONLY) State how this is charged	Bidder's Remarks: Buy-IN items will include vendor freight only. CDA METALS DOES NOT ADD ADDITIONAL COST.

All freight expenses on stocked inventory items shall be the responsibility of the winning vendor.

The City of Spokane agrees to pay freight expenses on non-stocked special order items.

Cd'A Metals-

A steel service provider since 1884.

Based in North Idaho and Eastern Washington.

Our Spokane facility offers and delivers a wide variety of materials such as structural steel products including plate. Cold rolled & hot rolled bars and sheet, alloy bars and wear resistant steel. As well as various grades of aluminum and stainless steel.

With the ability to process plate at over 540" at 2" thick and up to 6" thickness on our flame table.

Our largest press brake coming in at 1500 tons and 28' long.

We offer the most versatility for processing in our area from small projects to some of the largest.

At Cd'A we also saw, laser, tube laser, shear, plasma, or oxy-fuel cut and press break form material up to make the parts you need.

We have daily deliveries in the Spokane area as well as a will call option to insure you have access to material when you need it.

Cd'A has worked with many local businesses and artists to enrich our community by providing materials for many landmark installations and building projects.

Chris Fullerton

Inside Sales

Cd'A Metals

3900 E. Broadway | Spokane, WA 99202

509-535-6363

Chris@cdametals.com

CFullerton@cdametals.com

www.nimgroup.com



< Business Lookup

License Information:

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

Entity name: NORFOLK IRON & METAL CO.

Business name: NORFOLK IRON & METAL CO.

Entity type: [Profit Corporation](#)

UBI #: 605-376-636

Business ID: 001

Location ID: 0001

Location: Active

Location address: 3001 N VICTORY RD
NORFOLK NE 68701-0833

Mailing address: 3001 N VICTORY RD
NORFOLK NE 68701-0833



Excise tax and reseller permit status:

[Click here](#)

Secretary of State status:

[Click here](#)

Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Spokane General Business - Non-Resident				Active	Feb-28-2025	Feb-16-2024

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

Governing people	Title
NOEL, BRADLEY C.	
ROBINSON, BETTI G.	
ROBINSON, RICHARD A.	

The Business Lookup information is updated nightly. Search date and time: 1/9/2025 9:27:55 AM



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**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 01/27/2025**Committee Agenda type:** Consent**Council Meeting Date:** 02/24/2025

		Date Rec'd	1/20/2025
		Clerk's File #	OPR 2022-0242
		Cross Ref #	
		Project #	
Submitting Dept	CONTRACTS & PURCHASING	Bid #	ITB 5605-22
Contact Name/Phone	JASON 509 232 8841	Requisition #	VB 301342
Contact E-Mail	JNECHANICKY@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	PDILLON MCATHCART		
Sponsoring at Administrators Request	NO		
Lease? NO	Grant Related? NO	Public Works? NO	
Agenda Item Name	5500-MASTER VALUE BLANKET TWO-YEAR RENEWAL WITH AMERICAN		

Agenda Wording

Approval of two-year renewal, 5/1/25 - 4/30/27, for \$400,000 (\$200,000 annually) including tax. This is would be the final renewal.

Summary (Background)

On 3/14/2022, bids for ITB 5605-22 were received for purchase of miscellaneous stock steel and Haskins Steel was one of two vendors selected. The Initial master value blanket term was for a three (3) year base period, with two one-year renewals, with the total master value order not to exceed five years. The three-year base period is valid through 4/30/2025, and Haskins Steel Inc. has agreed to a two-year renewal, rather than two one-year renewals.

What impacts would the proposal have on historically excluded communities?

None

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

Data would not be collected

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

A review of miscellaneous stock steel purchased, by Departments over the complete five year master value blanket period could be conducted to assist in determining future contracting requirements.

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?

Steel is required by various departments to maintain infrastructures that they are responsible for.

Council Subcommittee Review

Not applicable

Fiscal Impact	
Approved in Current Year Budget? YES	
Total Cost	\$ 400,000.00
Current Year Cost	\$ 200,000.00
Subsequent Year(s) Cost	\$ 200,000.00
<u>Narrative</u>	
The Master Value Blanket Order is used by Water Department and Solid Waste Disposal, and other departments.	
Amount	
Budget Account	
Expense	\$ 400,000.00 (\$200,000.00 annual)
Select	# Various
Select	#
Select	#
Select	#
Select	#
Select	#
Funding Source Recurring	
Funding Source Type Program Revenue	
Is this funding source sustainable for future years, months, etc?	
Funding is available in Water Department and Solid Waste Disposal, and affected departments budgets.	
Expense Occurrence	Recurring
Other budget impacts (revenue generating, match requirements, etc.)	
Approvals	
Additional Approvals	
Dept Head	NECHANICKY, JASON
PURCHASING	NECHANICKY, JASON
Division Director	STRATTON, JESSICA
Accounting Manager	BAIRD, CHRISTI
Legal	HARRINGTON,
For the Mayor	PICCOLO, MIKE
Distribution List	
	tprince@spokanecity.org
rrinderle@spokanecity.org	lagan.klauss@haskinssteelinc.com

Committee Briefing Paper

Finance & Administration Committee

Committee Date	1/27/2025
Submitting Department	PURCHASING
Contact Name	JASON NECHANICKY
Contact Email & Phone	JNECHANICKY@SPOKANECITY.ORG 509 232 8841
Council Sponsor(s)	Dillon, Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Master Value Blanket Two-Year Renewal with American Metals Corporation DBA Haskins Steel Inc.
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>On 3/14/2022, bids for ITB 5605-22 were received for purchase of miscellaneous stock steel and Haskins Steel was one of two vendors selected. The Initial master value blanket term was for a three (3) year base period, with two one-year renewals, with the total master value order not to exceed five years. The three-year base period is valid through 4/30/2025, and Haskins Steel Inc. has agreed to a two-year renewal, rather than two one-year renewals.</p> <p>Impact - The Master Value Blanket Order is used by Water Department and Solid Waste Disposal, and other departments.</p> <p>Action – Recommend approval of two-year renewal, 5/1/25 – 4/30/27, for \$400,000 (\$200,000 annually) including tax. This would be the final renewal.</p> <p>Funding – Funding is available in Water Department and Solid Waste Disposal, and affected departments budgets.</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>\$400,000 (\$200,000 annually) including tax</u> Current year cost: 5/1/25 – 4/30/26: Master Value Blanket \$200,000 including tax Subsequent year(s) cost: 5/1/26 – 4/30/26: Master Value Blanket \$200,000 including tax	
Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue	
Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Select Funding Source* Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.	
Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
<ul style="list-style-type: none"> • What impacts would the proposal have on historically excluded communities? None 	

- 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? **Date would not be collected.**
- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution? **A review of miscellaneous stock steel purchased, by Departments over the complete five year master value blanket period could be conducted to assist in determining future contracting requirements.**
- 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? **Steel is required by various departments to maintain infrastructures that they are responsible for.**

Council Subcommittee Review

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

Not applicable.



Miscellaneous Sock Steel For Various City Departments Per Specification Called Out In ITB 5605-22, To Enable As Needed Orders To Be Placed Via Resulting Master Value Blanket VB-301341.

Haskins Steel		
VB-301342-001		
Two-Year Option Period		
Valid from 5/1/25 Through 4/30/27. As commodity is volatile, pricing adjustments would		
Per bid RFQ 5846-23. Supplier is responsible for standard ground Freight/Shipping Cost. The City agrees to pay for expedited freight cost incurred for any order that City requests be expedited.		

ITEM NO.	DESCRIPTION	PRICE RANGE	AVERAGE
I	PRODUCT GROUP		
	CHANNEL	\$0.80 - \$0.95	\$0.90 / Lb
	ANGLE	\$0.80 - \$1.00	\$0.94 / Lb
	SQUARE/RECTANGLE TUBING: LT WALL – 1/8" OR LESS HVY WALL – 3/16" +	\$1.15 - \$1.30	\$1.30 / Lb
	FLAT BAR	\$0.80 - \$0.95	\$0.95 / Lb
	ROUNDS (HOT ROLL)	\$0.80 - \$0.95	\$0.95 / Lb
	SQUARE (HOT ROLL)	\$0.80 - \$0.95	\$0.95 / Lb
	HOT ROLL PLATE (3/16" – 3")	\$1.15 - \$1.30	\$1.30 / Lb
	HOT ROLL SHEET (16 GA – 11 GA)	\$1.20 - \$1.40	\$1.40 / LB
	FLOOR PLATE	\$1.10 - \$1.30	\$1.30 / Lb
	T1 PLATE	Inquire	\$1.65 / Lb
	COLD ROLL ROUNDS	\$1.20 - \$1.40	\$1.40 / Lb
	ALLOY ROUNDS	Inquire	Inquire
	COLD ROLL FLATS	\$1.60 - \$1.80	\$1.75 / Lb
COLD ROLL SQUARE	\$2.40 - \$2.60	\$2.60 / Lb	
Any other items not covered by the product groups listed above will be priced at percent above cost.		20% Above Cost	
ALTERNATE PRICING OPTION: PERCENTAGE ABOVE COST AT TIME OF PURCHASE – FOR ITEM LISTED IN PRODUCT GROUPS ABOVE		20% Above Cost	

II	SPECIFIC ITEM PRICING	Price Per Each
a.	Boiler Skin	
	SA36 3/16"x48"x96" (MTRs would be needed)	\$300.00
	SA 387 Grade 22 Class 2, 3/16" X 48" X 96" (MTRs would be needed)	N/A
b.	Flat Bar	
	1/8"x1"x20' / A36	\$9.66
	1/8"x1.5"x20' / A36	\$14.35
	1/8"x2"x20' / A36	\$18.77
	1/8"x3"x20' / A36	\$28.96
	1/8"x4"x20' / A36	\$37.37
	1/8"x5"x20' / A36	\$61.76
	3/16"x1.5"x20' / A36	\$18.27
	3/16"x2"x20' / A36	\$24.99
	3/16"x3"x20' / A36	\$36.34
	3/16"x4"x20' / A36	\$51.97
	3/16"x5"x20' / A36	\$66.17
	1/4"x1"x20' / A36	\$16.69
	1/4"x1.5"x20' / A36	\$24.93
	1/4"x2"x12' / 304SS	Inquire
	1/4"x2"x20' / A36	\$32.78
	1/4"x2.5"x20' / A36	\$41.23

	1/4"x3"x20' / A36	\$47.76
	1/4"x4"x20' / A36	\$65.04
	1/4"x5"x20' / A36	\$81.30
	1/4"x6"x20' / A36	\$97.56
	3/8"x2"x20' / A36	\$48.91
	3/8"x3"x20' / A36	\$76.54
	3/8"x4"x12' / 1018CR	Inquire
	1/2"x3/4"x20' / A36	Inquire
	1/2"x1"x20' / A36	\$34.39
	1/2"x2"x20' / A36	\$64.87
	1/2"x3"x20' / A36	\$96.03
	1/2"x4"x20' / A36	\$128.72
	5/8"x4"x20' / A36	\$166.85
	3/4"x1.5"x20' / A36	\$80.00
	1"x3"x20' / A36	\$207.36
c.	Square Tube	
	1"x1"x1/8"x20' / A513	\$34.40
	1.25"x1.25"x.083x20' / A51	\$32.03
	1.5"x1.5"x.083x20' / A51	\$37.96
	1.5"x1.5"x1/8"x20' / A513	\$53.39
	1.5"x1.5"x3/16"x20' / A513	\$77.12
	1.5"x1.5"x1/4"x20' / A513	\$100.85
	2"x2"x1/8"x20' / A500	\$70.00
	2.5"x2.5"x1/4"x20' / A500	\$168.48
	2.5"x2.5"x3/16"x20' / A500	\$116.08
	3"x3"x1/4"x20' / A500	\$182.42
	4"x4"x3/16"x20' / A500	\$194.86
	4"x4"x1/4"x20' / A500	\$252.90
d.	Angle	
	1"x1"x1/8"x20' / A36	\$16.02
	1.25"x1.25"x1/8"x20' / A36	\$20.03
	1.5"x1.5"x1/8"x20' / 304SS	Inquire
	1.5"x1.5"x1/8"x20' / A36	\$25.10
	1.5"x1.5"x3/16"x20' / A36	\$35.60
	1.5"x1.5"x1/4"x20' / A36	\$47.07
	2"x2"x1/8"x20' / A36	\$32.80
	2"x2"x3/16"x20' / A36	\$47.96
	2"x2"x1/4"x20' / 304SS	Inquire
	2"x2"x1/4"x20' / A36	\$61.85
	2.5"x2.5"x1/4"x20' / A36	\$80.28
	3"x3"x3/16"x20' / A36	\$73.00
	3"x2"x1/4"x20' / A36	\$81.51
	3"x3"x1/4"x20' / A36	\$95.45
	4"x4"x1/4"x20' / A36	\$132.00
	6"x6"x5/16"x20' / A36	\$249.12
e.	Sheet	
	4'x8' / 16GA Galvanized	\$160.35
	4'x8' / 16GA HR	\$79.00
	4'x8' / 12GA A653 G90	N/A
	4'x8' / 11GA HR	\$150.00
	4'x8' / 10GA 304SS	Inquire
	4'x8' / 1/8" Stainless Steel Sheet	Inquire
	4'x8' / 10GA HR	\$170.00
	4'x8' / 1/8" HRCQ Same as 11 Ga HR	\$277.00

	4'x8' / 1/8" A36 Same as 11 Ga HR	\$150.00
	4'x8' / 3/16" A36	\$300.00
	4'x8' / 1/4" AR400	Inquire
	4'x8' / 1/4" A36	\$310.00
	4'x8' / 3/8" AR400	Inquire
	4'x8' / 3/8" A36	\$460.00
	4'x8' / 1/2" AR400	Inquire
	4'x8' / 1/2" " A36	\$620.00
	4'x8' / 5/8" AR400	Inquire
	4'x8' / 5/8" A36	\$900.00 (Offering A572)
	4'x8' / 3/4" AR400	Inquire
	4'x8' / 3/4" A36	\$1,100.00
	4'x8' / 1" AR 400	Inquire
	4'x8' / 1" A36	\$1,400.00
	4' x 8' / 1/8" Aluminum Sheet	Inquire
	4' x 8' / 1/4" Aluminum Sheet	Inquire
f.	Round	
	3/8"x20' / A36 HR	\$9.40
	3/8"x20' / 1018 CR	\$12.85
	1/2"x20' / A36 HR	\$12.38
	1/2"x20' / 1018 CR	\$16.50
	5/8"x20' / 1018 CR	\$28.00
	3/4"x20' / A36 HR	\$29.67
	3/4"x20' / 1018 CR	\$45.06
	7/8"x20' / 1018 CR	Inquire
	1.5"x20' / A36 HR	\$120.00
	1.5"x20' / 4140 TG&P	Inquire
III	CUSTOM PROCESSING (SAWING, SHEARING, BURNING, FORMING, PUNCHING, BENDING, FLAME CUTTING, ETC)	Bidder's Remarks: Included in Pricing
	% ADDED FOR WASTAGE	0%
	HOURLY RATE FOR LABOR CHARGES	N/A Hrly
IV	MISCELLANEOUS CHARGES	
	FUEL CHARGE State how this is charged, i.e. per delivery or per invoice.	Bidder's Remarks: Included in Pricing
	HANDLING CHARGE State how this is charged, i.e. per delivery or per invoice.	Bidder's Remarks: Included in Pricing
All freight expenses on stocked inventory items shall be the responsibility of the winning vendor.		
All freight expenses on stocked inventory items shall be the responsibility of the winning vendor.		
Logan Klauss Phone 509 252 9712 Logan.Klauss@haskinssteelinc.com	NAME	Logan Klauss
	SIGNATURE	See Logan's attached 12/16/24 email
	DATE	

Rinderle, Rick

From: Logan Klauss <logan.klauss@haskinssteelinc.com>
Sent: Tuesday, December 17, 2024 8:14 AM
To: Rinderle, Rick
Subject: RE: Feedback Needed (FW: [EXTERNAL] Option Year Pricing Sought by 1/5/2025 VB0-301342 (City of Spokane))

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Oh sorry Rick,

Yes, we can move to the two year renewal period. That sounds like it would be easier for everyone!

Thanks

Logan Klauss

(509) 252-9712

Logan.Klauss@haskinssteelinc.com



From: Rinderle, Rick <rrinderle@spokanecity.org>
Sent: Tuesday, December 17, 2024 6:50 AM
To: Logan Klauss <logan.klauss@haskinssteelinc.com>
Cc: Rinderle, Rick <rrinderle@spokanecity.org>
Subject: Feedback Needed (FW: [EXTERNAL] Option Year Pricing Sought by 1/5/2025 VB0-301342 (City of Spokane))

CAUTION: This email originated from outside of the organization. Do not click links, open attachments or forward unless you recognize the sender and know the content is safe.

Hello Logan,

Received pricing; however, did not received documented responses to the below question, please respond providing needed documented response:

Will kindly respond upon receiving this email advising that:

-Haskins Steel Inc is interested in exercising a two-year renewal period, 5/1/25 through 4/30/27, rather than two one-year renewal periods. **Yes / No**

-The provided pricing will not go into effect until 5/1/2025.

Respectfully,

RICK RINDERLE | CITY OF SPOKANE | PURCHASING SPECIALIST
PHONE 509 625 6527 | rrinderle@spokanecity.org | spokanecity.org

Emails and attachments sent to or from the City, including personal information, are presumptively public records that are subject to disclosure. – Chapter 42.56 RCW

From: Logan Klauss <logan.klauss@haskinssteelinc.com>
Sent: Monday, December 16, 2024 4:00 PM
To: Rinderle, Rick <rrinderle@spokanecity.org>
Subject: RE: [EXTERNAL] Option Year Pricing Sought by 1/5/2025 VB0-301342 (City of Spokane)

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Afternoon Rick!

Attached is the updated pricing for a potential new Value Blanket. We believe these prices should get us through at least the first two quarters of next year, but we appreciate the text that states pricing may change in a 3 month period.

Let us know if there is anything else you need from us, and I hope you are having a merry holiday season!

Thanks

Logan Klauss
(509) 252-9712

Logan.Klauss@haskinssteelinc.com



From: Rinderle, Rick <rrinderle@spokanecity.org>
Sent: Wednesday, December 11, 2024 1:07 PM
To: Logan Klauss <logan.klauss@haskinssteelinc.com>
Subject: RE: [EXTERNAL] Option Year Pricing Sought by 1/5/2025 VB0-301342 (City of Spokane)
Importance: Low

CAUTION: This email originated from outside of the organization. Do not click links, open attachments or forward unless you recognize the sender and know the content is safe.

Hello Logan,

Thanks for your email and allotted time regarding earlier phone call today.

Respectfully,

RICK RINDERLE | CITY OF SPOKANE | PURCHASING SPECIALIST
PHONE 509 625 6527 | rrinderle@spokanecity.org | spokanecity.org

Emails and attachments sent to or from the City, including personal information, are presumptively public records that are subject to disclosure. – Chapter 42.56 RCW

From: Logan Klauss <logan.klauss@haskinssteelinc.com>
Sent: Wednesday, December 11, 2024 12:25 PM
To: Rinderle, Rick <rrinderle@spokanecity.org>
Subject: RE: [EXTERNAL] Option Year Pricing Sought by 1/5/2025 VB0-301342 (City of Spokane)

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Hi Rick,

I received this email and we will get working on getting the answers for all your questions.

Thanks

Logan Klauss
(509) 252-9712

Logan.Klauss@haskinssteelinc.com



From: Rinderle, Rick <rrinderle@spokanecity.org>
Sent: Wednesday, December 11, 2024 11:50 AM
To: Logan Klauss <logan.klauss@haskinssteelinc.com>
Cc: Rinderle, Rick <rrinderle@spokanecity.org>
Subject: [EXTERNAL] Option Year Pricing Sought by 1/5/2025 VB0-301342 (City of Spokane)

CAUTION: This email originated from outside of the organization. Do not click links, open attachments or forward unless you recognize the sender and know the content is safe.

Haskins Steel Inc

Mr. Logan Klauss
Phone 509.252.9712
Logan.Klauss@haskinssteelinc.com

Hello Logan,

Recapping our phone call today, 12/11/2024...

The three-year base period of attached Master Value Blanket 301342, pertaining to steel is set to expire 4/30/2024.

The Master Value Blanket was generated based upon Haskins Steel Inc attached response to ITB 5605-22, that is attached to the Value Blanket.

The City is looking at exercising a two-year option period, 5/1/2025 through 4/2027, instead of two one-year options as was stated in the bid.

By doing a two-year renewal would streamline the process, as City Council approval would only need to be obtained once.

Will kindly respond upon receiving this email advising that:

-Haskins Steel Inc is interested in exercising a two-year renewal period, 5/1/25 through 4/30/27, rather than two one-year renewal periods. Yes / No

-The attached Excell Pricing Sheet "VB-301432-001 5-1-25 to 4-30-27" would be completed and returned via email to RRinderle@spokanecity.org by 1/5/2025. Completing is to be interpreted as updating yellow-highlighted pricing.

-A copy of Haskins Steel Inc current Spokane Business License will also be provided when providing pricing.

Respectfully,

RICK RINDERLE | CITY OF SPOKANE | PURCHASING SPECIALIST
PHONE 509 625 6527 | rrinderle@spokanecity.org | spokanecity.org

Emails and attachments sent to or from the City, including personal information, are presumptively public records that are subject to disclosure. – Chapter 42.56 RCW


Agenda Sheet for City Council Meeting of:

04/11/2022

Submitting Dept GRANTS, CONTRACTS & PURCHASING		Date Rec'd	3/30/2022
		Clerk's File #	OPR 2022-0242
		Renews #	
Contact Name/Phone THEA PRINCE 6403		Cross Ref #	
		Project #	
Contact E-Mail TPRINCE@SPOKANECITY.ORG		Bid #	ITB 5605-22
Agenda Item Type Purchase w/o Contract		Requisition #	VB
Agenda Item Name 5500 - PURCHASING MULTI DEPT MISC STOCK STEEL VALUE BLANKET ORDER			

Agenda Wording

Award a three (3) year master value blanket order for Miscellaneous Stock Steel to Haskins Steel (Spokane, Wa) with two (2) one-year renewals available - estimated annual expenditure - \$200,000 including tax.

Summary (Background)

Formal bid was issued via ProcureWare and advertised in the Gazette to enable multiple awards to provide the City flexibility and best meet the City's needs. Only two responses were received. This Value Blanket Order will provide raw materials needed in the fabrication and repair of tools and equipment throughout various City departments.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ \$600,000 (\$200,000 annually)

Select \$

Select \$

Select \$

Budget Account

VARIOUS

#

#

#

Approvals

Dept Head MURRAY, MICHELLE

Division Director WALLACE, TONYA

Finance ALBIN-MOORE, ANGELA

Legal ODLE, MARI

For the Mayor ORMSBY, MICHAEL

Council Notifications

Study Session\Other PIES 3/28/2022

Council Sponsor CM Kinnear

Distribution List

TPRINCE@SPOKANECITY.ORG

RRINDERLE@SPOKANECITY.ORG

Additional Approvals

Purchasing PRINCE, THEA

Approved by Spokane City Council
on: 4/11/2022

DocuSigned by:

CC56CBA4DCC84D6...

4/12/2022

Committee Agenda Sheet

[PIES COMMITTEE]

Submitting Department	PURCHASING
Contact Name & Phone	THEA PRINCE
Contact Email	TBRINCE@SPOKANECITY.ORG
Council Sponsor(s)	CM KINNEAR
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Master VB with American Metals Corporation DBA Haskins Steel Inc.
Summary (Background)	<p>Bid ITB 5605-22 for Miscellaneous Stock Steel was opened on 3/14/22. Bid was issued to enable multiple awards to provide flexibility to allow requirements among awarded suppliers, and to best meet the City's needs.</p> <p>Impact - Master Value Blanket Order to be set up for use by Water Department and Solid Waste Disposal, and other departments.</p> <p>Action- Recommend approval for \$600,000 (\$200,0000 annually) including tax, which will be in effect upon award and shall terminate 4/30/2025. The contract may renewed for two (2) additional one-year contract periods, subject to mutual agreement, with the total contract period not to exceed five (5) years</p> <p>Funding – Funding is available in Water Department and Solid Waste Disposal, and affected departments budgets.</p>
Proposed Council Action & Date:	PIES Date March 28, 2022
Fiscal Impact: Total Cost: <u>\$600,000 (\$200,000 annually)</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? None	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Data would not be collected.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? A review of steel purchased, by Departments, through 4/30/2025, could be conducted to assist in determining future contracting requirements.	
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? Steel is required by various city departments to maintain infrastructures that for that they are responsible for.	

Bid Response Summary

Bid Number ITB 5605-22
Bid Title MISCELLANEOUS STOCK STEEL -As Needed
Due Date Monday, March 14, 2022 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company American Metals Corporation DBA Haskins Steel Inc
Submitted By randi.cole@haskinssteelinc.com randi.cole@haskinssteelinc.com - Monday, March 14, 2022 9:39:56 AM [(UTC-08:00) Pacific Time (US & Canada)]
 randi.cole@haskinssteelinc.com

Comments**Question Responses**

Group	Reference Number	Question	Response
DEFAULT ITEM GROUP			
BACKGROUND	#1	ADDENDA. Indicated how many Addenda Contractor acknowledges receipt of.	None
	#1	The City of Spokane's Water Department and Solid Waste Disposal Department work under aggressive deadlines and schedules that require suppliers to provide high service levels. The City is initiating this bid request to solicit bid from suppliers who have a proven ability to provide spec'd Miscellaneous Stock Steel - As Needed.	I agree and I acknowledge
	#2	Resulting Contract(s) would result in a three-year Value Blanket(s) with two one-year option periods for various City Departments to include Solid Waste Disposal Department and Water Department to procure Stock Steel – As Needed. The City does not bind itself to purchase the full quantities stipulated in the bid as estimates. The quantities shown represent past purchasing activity and estimates of future usage, and are given for the purpose of comparing bids on a uniform basis. Payment will be made only for quantities actually ordered, delivered and accepted, whether greater or less than the stated amounts. Quantities listed on proposal are based on a one (1) year estimate.	I agree and I acknowledge
	#3	More than one contract may be awarded. Award of contract(s), when and if made, will be to the Bidder(s) whose bids is/are most favorable to the City. Contract(s) is/are optional (non-exclusive) use. The City Council shall make the award of contract(s)	I agree and I acknowledge
SUBMISSION OF BIDS			

#1	Bid Responses shall be submitted electronically through the City of Spokane's bidding portal: https://spokane.procurement.com on or before the Due Date and time mentioned above. Hard, e-mailed or faxed copies and/or late bids shall not be accepted.	I agree and I acknowledge
#2	The City of Spokane is not responsible for bids electronically submitted late. It is the responsibility of the Bidder to be sure the bids are electronically submitted sufficiently ahead of time to be received no later than 1:00 p.m. Pacific Local Time, on the bid opening date.	I agree and I acknowledge
#3	All communication between the Bidder and the City upon receipt of this bid shall be via the "Clarification Tab" within ProcureWare. Any other communication will be considered unofficial and non-binding on the City	I agree and I acknowledge
INTERPRETATION		
#1	If the Bidder discovers any errors, discrepancies or omissions in the Quote specifications, or has any questions about the specifications, the Bidder must notify Purchasing in writing. Any corrections issued by the Purchaser will be incorporated into the contract or purchase order.	I agree and I acknowledge
WITHDRAWAL OF BIDS		
#1	Bidders may withdraw Bid prior to the scheduled due date and time. Unless otherwise specified, no Bids may be withdrawn for a minimum of ninety (90) calendar days after the due date.	I agree and I acknowledge
PAYMENT TERMS		
#1	Bidder acknowledges that unless agreeing to payment by credit card with no additional fee, payment shall be made via direct deposit/ACH (except as provided by state law) after receipt of the goods/services ordered. A completed ACH application is required before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediately make every effort to settle the disputed amount.	I agree and I acknowledge
#2	Bidder agrees to accept payment by Credit Card with no additional charges/fees	Yes, No
BIDDER INFORMATION		
#1	Company Name	Haskins Steel Inc.
#2	Please provide Name, Telephone Number & e-mail address of person who is preparing the response to this Invitation to Bid.	Randi Cole (509)252-9712 randi.cole@haskinssteelinc.com
#3	Person acknowledges Company will confirm compliance with all instructions, terms, and conditions of this ITB, to furnish items at the prices stated.	I agree and I acknowledge

<p>#3.1</p>	<p>Bidder accepts has read and acknowledges compliance with Terms and Conditions. If answer is "I don't agree and I don't acknowledge", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.</p>	<p>I agree and I acknowledge</p>
<p>#4</p>	<p>Provide the name, phone number, and email address for the person in your Company that would potentially sign a contract through the DocuSign process used by the City.</p>	<p>Randi Cole (509)252-9712 randi.cole@haskinssteelinc.com</p>
<p>PROPRIETARY INFORMATION/PUBLIC DISCLOSURE</p>		
<p>1</p>	<p>All materials submitted to the City in response to this competitive procurement shall become the property of the City.</p>	<p>I agree and I acknowledge</p>
<p>2</p>	<p>All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received or produced by a governmental entity are presumptively public records, and there are few exemptions. RCW Ch. 41.56.</p>	<p>I agree and I acknowledge</p>
<p>3</p>	<p>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</p>	<p>I agree and I acknowledge</p>
<p>4</p>	<p>The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response.</p>	<p>I agree and I acknowledge</p>
<p>CITY OF SPOKANE BUSINESS REGISTRATION REQUIREMENT</p>		
<p>#1</p>	<p>Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The supplier shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the supplier does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination.</p>	<p>I agree and I acknowledge</p>

#2	City of Spokane Business Registration Number	68-0284528
ORGANIZATION		
#1	Organization: Bidder Should Enter If Proposal Is of an Individual, Partnership, Corporation, and Existing Under The Laws of What US State. Enter Information Here	Corporation
ADDITIONAL ITEMS		
#1	The City of Spokane reserves the right to purchase additional items at the quoted price. Supplier agrees to sell at the same price, terms and conditions.	Yes; No
MINORITY BUSINESS ENTERPRISE		
#1	Vendor (is ____, is not ____) a Minority Business Enterprise. A Minority Business Enterprise is defined as a "business, privately or publicly owned, at least 51% of which is owned by minority group members." For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women	Is; Is Not
SMALL BUSINESS		
#1	Bidder (is ____, is not ____) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration).	Is; Is Not
NON-COLLUSION		
#1	The Bidder certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this Bid invitation	I certify no agreement was entered; I do not certify
INTERLOCAL PURCHASE AGREEMENTS		
#1	The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to chapter 39.34 RCW. In submitting a response, the Bidder 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 supplier's review and approval at the time of a requested contract. The Supplier's right to refuse to enter into a contract with another public agency at the time of request shall be absolute.	Yes; No
ACCEPTANCE PERIOD		

#1	Bids must provide ninety (90) days for acceptance by the City from the due date for receipt of Bids.	I agree and I acknowledge
DEFINITIONS		
Bidder	One who submits a bid.	I agree and I acknowledge
Vendor	Bidder to whom contract or purchase order is awarded.	I agree and I acknowledge
Purchaser	City of Spokane and other government agencies (Pursuant to RCW 39.34).	I agree and I acknowledge
Destination-Delivery	Delivery to Purchaser's building location	I agree and I acknowledge
Until Further Notice	Any time in excess of sixty (60) days from date of opening.	I agree and I acknowledge
Cost	Total cost of ownership based on the best available information.	I agree and I acknowledge
CONTRACT PERIOD		
#1	The contract created shall be in the form of a Blanket Order which will be effective upon award and shall terminate on 4/30/25.	I agree and I acknowledge
RENEWAL		
#1	The contract may be renewed for two (2) additional one-year contract periods, subject to mutual agreement, with the total contract period not to exceed five (5) years. The Purchaser shall notify the Vendor of its renewal proposal in writing, not later than 30 days prior to the termination date of the initial contract or the contract renewal.	I agree and I acknowledge
DISCOUNT PERCENTAGES		
#1	Discount percentages offered will remain unchanged throughout the life of the contract and any renewals	I agree and I acknowledge
DELIVERY DEFAULT		
#1	The acceptance of late performance by the Purchaser shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligations remaining to be performed by Vendor.	I agree and I acknowledge
DELIVERY DELAY		
#1	In the event of delivery delay beyond the date specified in the bid, the Purchaser shall assess, as liquidated damages \$0.00 per day per unit beyond the completion date specified. The Purchaser shall have the right to deduct and retain the amount of such liquidated damages from any monies due or which may become due the Vendor or to initiate legal proceedings for the collection of same.	I agree and I acknowledge
PCB CERTIFICATION		

<p>In accordance with SMC 7.06.172(A), the Bidder certifies that the products bid and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCBs). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful bidder to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.</p>	<p>Don't Know; Yes; No</p>
<p>#1</p>	<p>As far as you know has this type product been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?</p>
<p>#2</p>	<p>Don't Know; Yes; No</p>
<p>#3</p>	<p>As far as you know has this actual product been tested for PCBs by a WA State accredited lab using EPA Method 1668 (or equivalent as updated)?</p>
<p>#4</p>	<p>Don't Know; Yes; No</p>
<p>#5</p>	<p>If so attach the results or note from whom the results can be obtained.</p>
<p>#6</p>	<p>Don't Know; Yes; No</p>
<p>#7</p>	<p>If so attach the results or note from whom the results can be obtained.</p>
<p>#8</p>	<p>Do you have reason to believe the product packaging contains measurable levels of PCBs?</p>
<p>Don't Know; Yes; No</p>	<p>Don't Know; Yes; No</p>
<p>GENERAL INSTRUCTIONS</p>	<p>Yes</p>
<p>#1</p>	<p>These specifications will establish minimum acceptable requirements attempting to take advantage of latest developments.</p>
<p>#2</p>	<p>Time is of the essence in the performance of this contract after a delivery schedule is established.</p>
<p>#3</p>	<p>Material Safety Data Sheets must be included with Bid Proposal forms if applicable.</p>
<p>#4</p>	<p>The City of Spokane reserves the right to accept or reject any variance from the published specifications and to award the Quote in a manner that is most advantageous to the continued efficient operation of the City.</p>
<p>#5</p>	<p>The City reserves the right to accept or reject any part of or all Bids and to accept the Bid deemed to be in the best interest of the City. The City may choose from more than one vendor.</p>
<p>#6</p>	<p>The City of Spokane reserves the option of awarding this purchase by item grouping or by any manner most advantageous for the City.</p>
<p>#7</p>	<p>Bidder should be aware that Bids may be rejected if all questions are not completely and correctly answered.</p>
<p>#8</p>	<p>If you took exception to #1 through #7 above explain in detail.</p>
<p>SPECIAL INSTRUCTIONS - GENERAL</p>	<p>I agree and I acknowledge</p>
<p>I agree and I acknowledge</p>	<p>I agree and I acknowledge</p>
<p>I agree and I acknowledge</p>	<p>I agree and I acknowledge</p>

#1	It is the intent of these specifications to provide various City of Spokane Departments with Miscellaneous Stock Steel on an "as needed" basis for a period ending 4/30/25.	I agree and I acknowledge
#2	It is anticipated that the Blanket Order will begin 5/1/22 or date of award, and run through 4/30/25.	I agree and I acknowledge
#3	Bidders must submit cover letters stating qualifications for supplying specified product on contract with the City of Spokane. Upload cover letter document.	Cover Letter.docx
#4	State name(s) and address(es) of Original Equipment Manufacturer (OEM) and distributors (if applicable) to be used in the production and delivery of your product	None
#5	Delivery of stocked inventory items must be made within 36-48 hours of receipt of order.	I agree and I acknowledge
#5.1	State lead time in calendar working days for delivery of stocked inventory items upon receipt of order. Enter number of calendar working days here:	1-2 days
#6	All invoices, packing lists, packages, shipping notices, and other written documents affecting this order shall contain the applicable purchase order number. Packing lists shall accompany each delivery. Invoices will not be processed for payment until all items invoiced are received.	I agree and I acknowledge
#7	Successful Bidder shall furnish standard warranty as well as any other warranty required in the Bid specifications.	N/A
#8	Federal and State laws governing this product must be satisfied.	I agree and I acknowledge
#8	If you took exception to #1 through #9 above explain in detail.	
F.O.B. DELIVERY POINT:		
#1	Various City of Spokane Departments	I agree and I acknowledge
#2	Risk of Loss. Regardless of F.O.B. point, Vendor agrees to bear all risks of loss, injury or destruction of items ordered herein which occur prior to delivery; such loss, injury or destruction shall not release Vendor from any obligation hereunder.	I agree and I acknowledge
PRICING		
#1	SALES TAX: The City will apply applicable tax to Bidder's response when tabulating bids. Vendor acknowledges the City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Therefore, all submissions will be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.	I agree and I acknowledge
#2	All freight expenses on stocked inventory items shall be the responsibility of the winning vendor.	I agree and I acknowledge
#3	The City of Spokane agrees to pay freight expenses on non-stocked special order items.	I agree and I acknowledge
#3.1	A freight bill must support all freight charges included on an invoice.	I agree and I acknowledge

#3.2	No charges will be allowed for handling, including but not limited to packing, wrapping, bags, containers, unless otherwise stated herein.	<input type="checkbox"/> agree and <input type="checkbox"/> acknowledge
#4	UNIT PRICE: Should not include tax.	<input type="checkbox"/> agree and <input type="checkbox"/> acknowledge
#4.1	PRICING: Pricing shall be firm for the first three-month period of contract, for the purpose of comparing bids on a uniform basis.	<input type="checkbox"/> agree and <input type="checkbox"/> acknowledge
#4.2	Please complete and upload ITB 5605-22 Pricing Page from Documents Tab.	ITB 5605-22 Pricing Page.pdf
#4.3	PRICING ADJUSTMENTS: After initial three month period, pricing adjustments would be considered on a three-month basis, or more often, based on vendor providing back up documentation from steel suppliers and/or other sources must be included to justify request. The United States published indices such as the Producer Price Index (PPI), or other government data, may be referenced to help substantiate the Vendor's documentation. City will accept the American Metal Market (AMM) index in lieu of the Producer Price Index (PPI) for price adjustment requests. City will not pay to subscribe to the AMM database so the vendor will need to send that backup, along with any other justification, with their written request.	<input type="checkbox"/> agree and <input type="checkbox"/> acknowledge
#4.4	All price adjustments must be agreed on by both parties. and cannot be applied retroactively to orders already placed with the Vendor. Price increases must apply to all or broad classes of customers and shall in no way single out the Purchaser.	<input type="checkbox"/> agree and <input type="checkbox"/> acknowledge
#4.5	Adjustments to pricing shall be to not produce a higher profit margin.	<input type="checkbox"/> agree and <input type="checkbox"/> acknowledge
#4.5.1	Bidder must state its Profit Margin that is included in unit pricing. The stated profit margin will remain unchanged throughout the life of the contract.	<input type="checkbox"/> agree and <input type="checkbox"/> acknowledge
#4.5.1.2	Enter Profit Margin.	N/A
#5	The City of Spokane reserves the right to cancel the contract if the escalation of price is not advantageous to the City.	<input type="checkbox"/> agree and <input type="checkbox"/> acknowledge
#6	PRICE DECREASES: During the contract period, any price decreases obtained by Contractor shall be reflected in a contract price reduction to the Purchaser retroactive to the Contractor's effective date.	<input type="checkbox"/> agree and <input type="checkbox"/> acknowledge
BID EVALUATION		
#1	Evaluation of bids shall be based upon the following criteria, where applicable:	<input type="checkbox"/> Yes
#2	The price, including the effect of discounts. Price may be determined by life cycle costing or total cost bidding, when advantageous to the Purchaser.	<input type="checkbox"/> agree and <input type="checkbox"/> acknowledge
#3	The quality of the items bid, their conformity to specifications and the purpose for which they are required.	<input type="checkbox"/> agree and <input type="checkbox"/> acknowledge
#4	The Bidder's ability to provide prompt and efficient service and/or delivery.	<input type="checkbox"/> agree and <input type="checkbox"/> acknowledge
#5	The character, integrity, reputation, judgment, experience and efficiency of the Bidder	<input type="checkbox"/> agree and <input type="checkbox"/> acknowledge
#6	The quality of performance of previous contracts or services	<input type="checkbox"/> agree and <input type="checkbox"/> acknowledge
#7	The previous and existing compliance by the Bidder with the laws relating to the contract or services	<input type="checkbox"/> agree and <input type="checkbox"/> acknowledge

#8	Uniformity or interchangeability.	I agree and I acknowledge
#9	The energy efficiency of the product throughout its life.	I agree and I acknowledge
#10	Any other information having a bearing on the decision to award the contract.	I agree and I acknowledge
BIDDING ERRORS		
#1	Unit pricing will prevail in the circumstance of unit and extension pricing discrepancies. When, after the opening and tabulation of Bids, a Bidder claims error, and requests to be relieved of award, he will be required to promptly present certified work sheets. The Purchaser will review the work sheets and if the Purchaser is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Bidder may be relieved of his Bid.	I agree and I acknowledge
BIDDER PREQUALIFICATION:		
#1	Prior to award of contract or purchase, Bidders shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the work, unless waived by the Purchaser.	I agree and I acknowledge
REJECTION OF BIDS		
#1	The Purchaser reserves the right to reject any or all Bids; to waive minor deviations from the specifications, to waive any informality in bids received, whenever it is in the Purchaser's best interest, and to accept or reject all or part of this Bid at prices shown.	I agree and I acknowledge
AWARD OF CONTRACT		
#1	Award of contract or purchase, when made, will be to the Bidder whose Bid is the most favorable to the Purchaser, taking into consideration price and the other evaluation factors. More than one contract may be awarded. Contract(s) is optional (non-exclusive) use. The City Council shall make the award of contract(s). Resulting Contract(s) would result in a three-year Value Blanket(s) with two one-year option periods for various City Departments to include Solid Waste Disposal Department and Water Department to procure Stock Steel – As Needed. Any order resulting from award will be submitted by Purchasing or Departments. Unsuccessful Bidders will not automatically be notified of Bid results. The City does not bind itself to purchase the full quantities stipulated in the bid as estimates. The quantities shown represent past purchasing activity and estimates of future usage, and are given for the purpose of comparing bids on a uniform basis. Payment will be made only for quantities actually ordered, delivered and accepted, whether greater or less than the stated amounts. Quantities listed on proposal are based on a one (1) year estimate.	I agree and I acknowledge

**ADDITIONAL
DOCUMENTS BIDDER
WOULD LIKE TO
UPLOAD**

#1

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

ITB 5605-22 Pricing Page

ITEM NO.	DESCRIPTION	PRICE RANGE	AVERAGE
I	PRODUCT GROUP		
	CHANNEL	\$.84 - .95	\$.90 / LB
	ANGLE	\$.89 - .99	\$.94 / LB
	SQUARE/RECTANGLE TUBING: LT WALL - 1/8" OR LESS HVY WALL - 3/16" +	\$1.56 - 1.66	\$1.61 / LB
	FLAT BAR	\$.91 - 1.01	\$.96 / LB
	ROUNDS (HOT ROLL)	\$.90 - 1.00	\$.95 / LB
	SQUARE (HOT ROLL)	\$.94 - 1.03	\$.99 / LB
	HOT ROLL PLATE (3/16" - 3")	\$1.56 - 1.66	\$1.61 / LB
	HOT ROLL SHEET (16 GA - 11 GA)	\$1.67 - 1.77	\$1.72 / LB
	FLOOR PLATE	\$1.26 - 1.36	\$1.31 / LB
	T1 PLATE	\$1.73 - 1.83	\$1.78 / LB
	COLD ROLL ROUNDS	\$1.39 - 1.49	\$1.44 / LB
	ALLOY ROUNDS	N/A	N/A
	COLD ROLL FLATS	\$1.70 - 1.80	\$1.75
	COLD ROLL SQUARE	\$2.66 - 2.76	\$2.71
Any other items not covered by the product groups listed above will be priced at percent above cost.		<u>70</u> % Above Cost	
**Prices per pound			
PRICING ADJUSTEMENTS: After initial three month period, pricing adjustments would be considered on a three-month basis, or more often, based on vendor providing back up documentation from steel suppliers and/or other sources must be included to justify request.			
ALTERNATE PRICING OPTION: PERCENTAGE ABOVE COST AT TIME OF PURCHASE - FOR ITEM LISTED IN PRODUCT GROUPS ABOVE		<u>20</u> % Above Cost	
II	SPECIFIC ITEM PRICING	Est Annual Qty More Or Less	Each Price
a.	Boiler Skin		

	SA36 3/16"x48"x96" (MTRs would be needed)	5	\$ 447.42
	SA 387 Grade 22 Class 2, 3/16"X48"X96" (MTRs would be needed)	5	N/A
b.	Flat Bar		
	1/8"x1"x20' / A36	5	\$9.07
	1/8"x1.5"x20' / A36	5	\$13.84
	1/8"x2"x20' / A36	5	\$18.10
	1/8"x3"x20' / A36	5	\$27.57
	1/8"x4"x20' / A36	5	\$36.05
	1/8"x5"x20' / A36	5	\$61.79
	3/16"x1.5"x20' / A36	5	\$17.79
	3/16"x2"x20' / A36	5	\$24.35
	3/16"x3"x20' / A36	5	\$35.51
	3/16"x4"x20' / A36	5	\$50.40
	3/16"x5"x20' / A36	5	\$64.12
	1/4"x1"x20' / A36	5	\$16.22
	1/4"x1.5"x20' / A36	5	\$24.29
	1/4"x2"x12' / 304SS	5	N/A
	1/4"x2"x20' / A36	5	\$31.92
	1/4"x2.5"x20' / A36	5	\$40.28
	1/4"x3"x20' / A36	5	\$46.73
	1/4"x4"x20' / A36	5	\$63.54
	1/4"x5"x20' / A36	5	\$79.62
	1/4"x6"x20' / A36	5	\$95.08
	3/8"x2"x20' / A36	5	\$47.88

	3/8"x3"x20' / A36	5	\$72.64
	3/8"x4"x12' / 1018CR	5	\$106.68
	1/2"x3/4"x20' / A36	5	N/A
	1/2"x1"x20' / A36	5	\$33.45
	1/2"x2"x20' / A36	5	\$43.23
	1/2"x3"x20' / A36	5	\$94.16
	1/2"x4"x20' / A36	5	\$125.56
	5/8"x4"x20' / A36	5	\$158.86
	3/4"x1.5"x20' / A36	5	\$75.93
	1"x3"x20' / A36	5	\$196.60
c.	Square Tube		
	1"x1"x1/8"x20' / A513	5	\$47.98
	1.25"x1.25"x.083x20' / A51	5	\$44.67
	1.5"x1.5"x.083x20' / A51	5	\$52.94
	1.5"x1.5"x1/8"x20' / A513	5	\$74.45
	1.5"x1.5"x3/16"x20' / A513	5	\$107.54
	1.5"x1.5"x1/4"x20' / A513	5	\$168.17
	2"x2"x1/8"x20' / A500	5	\$97.61
	2.5"x2.5"x1/4"x20' / A500	5	\$222.15
	2.5"x2.5"x3/16"x20' / A500	5	\$175.22
	3"x3"x1/4"x20' / A500	5	\$275.35
	4"x4"x3/16"x20' / A500	5	\$294.12
	4"x4"x1/4"x20' / A500	5	\$381.73
d.	Angle		
	1"x1"x1/8"x20' / A36	5	\$15.70
	1.25"x1.25"x1/8"x20' / A36	5	\$19.01

	1.5"x1.5"x1/8"x20' / 304SS	5	N/A
	1.5"x1.5"x1/8"x20' / A36	5	\$ 23.81
	1.5"x1.5"x3/16"x20' / A36	5	\$ 33.88
	1.5"x1.5"x1/4"x20' / A36	5	\$ 44.24
	2"x2"x1/8"x20' / A36	5	\$ 31.13
	2"x2"x3/16"x20' / A36	5	\$ 45.57
	2"x2"x1/4"x20' / 304SS	5	N/A
	2"x2"x1/4"x20' / A36	5	\$ 58.94
	2.5"x2.5"x1/4"x20' / A36	5	\$ 76.25
	3"x3"x3/16"x20' / A36	5	\$ 69.32
	3"x2"x1/4"x20' / A36	5	\$ 77.36
	3"x3"x1/4"x20' / A36	5	\$ 91.14
	4"x4"x1/4"x20' / A36	5	\$ 125.43
	6"x6"x5/16"x20' / A36	5	N/A
e.	Sheet		
	4'x8' / 16GA Galvanized	5	\$ 180.14
	4'x8' / 16GA HR	5	\$ 139.54
	4'x8' / 12GA A653 G90	5	\$ 307.41
	4'x8' / 11GA HR	5	\$ 273.34
	4'x8' / 10GA 304SS	5	\$ 983.64
	4'x8' / 1/8" Stainless Steel Sheet	1	\$ 874.95
	4'x8' / 10GA HR	5	\$ 307.53
	4'x8' / 1/8" HRCQ Same as 11 Ga HR	5	\$ 273.34
	4'x8' / 1/8" A36 Same as 11 Ga HR	5	\$ 273.34
	4'x8' / 3/16" A36	5	\$ 418.58

	4'x8' / 1/4" AR400	5	\$745.64
	4'x8' / 1/4" A36	5	\$556.90
	4'x8' / 3/8" AR400	5	\$756.03
	4'x8' / 3/8" A36	5	\$837.10
	4'x8' / 1/2" AR400	5	N/A
	4'x8' / 1/2" A36	5	\$1115.64
	4'x8' / 5/8" AR400	5	\$1350.07
	4'x8' / 5/8" A36	5	\$1288.50
	4'x8' / 3/4" AR400	5	N/A
	4'x8' / 3/4" A36	5	\$1525.91
	4'x8' / 1" AR 400	5	\$2360.77
	4'x8' / 1" A36	5	\$2002.18
	4' x 8' / 1/8" Aluminum Sheet	1	\$ 279.13
	4' x 8' / 1/4" Aluminum Sheet	1	\$ 553.22
f.	Round		
	3/8"x20' / A36 HR	5	\$8.60
	3/8"x20' / 1018 CR	5	\$11.02
	1/2"x20' / A36 HR	5	\$12.20
	1/2"x20' / 1018 CR	5	\$18.93
	5/8"x20' / 1018 CR	5	\$ 29.83
	3/4"x20' / A36 HR	5	\$ 28.17
	3/4"x20' / 1018 CR	5	\$43.83
	7/8"x20' / 1018 CR	5	N/A
	1.5"x20' / A36 HR	5	\$112.68
	1.5"x20' / 4140 TG&P	5	N/A

III	CUSTOM PROCESSING (SAWING, SHEARING, BURNING, FORMING, PUNCHING, BENDING, FLAME CUTTING, ETC)	<u>Bidder's Remarks:</u> <i>Included in Pricing.</i>
	% ADDED FOR WASTAGE	ϕ %
	HOURLY RATE FOR LABOR CHARGES	<u>N/A</u> Hrly
IV	MISCELLANEOUS CHARGES	
	FUEL CHARGE State how this is charged, i.e. per delivery or per invoice.	<u>Bidder's Remarks:</u> <i>Included in Pricing.</i>
	HANDLING CHARGE State how this is charged, i.e. per delivery or per invoice.	<u>Bidder's Remarks:</u> <i>Included in Pricing.</i>
	FREIGHT CHARGE (ON NON-STOCKED SPECIAL ORDER ITEMS ONLY) State how this is charged	<u>Bidder's Remarks:</u> <i>Included in Pricing.</i>

All freight expenses on stocked inventory items shall be the responsibility of the winning vendor.

The City of Spokane agrees to pay freight expenses on non-stocked special order items.



Haskins Steel Inc. is a metal service center that was established in 1955. We stock structural items including flat bar, rebar, angle, channel, round tubing, pipe, square tubing etc. We also supply a wide range of carbon, stainless and aluminum sheet, plate and expanded metal. Our fabrication abilities include saw cutting, laser cutting, plasma cutting, shearing and forming. Our lead-times are usually same day or next day with stock items.



STATE OF WASHINGTON

BUSINESS LICENSE

Profit Corporation

AMERICAN METALS CORPORATION
3613 E MAIN AVE
SPOKANE WA 99202-4732

TAX REGISTRATION - ACTIVE

CITY/COUNTY ENDORSEMENTS:
SPOKANE GENERAL BUSINESS - ACTIVE

Issue Date: Dec 27, 2024

Unified Business ID #: 602887837

Business ID #: 001

Location: 0003

Expires: Dec 31, 2025

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: 602887837 001 0003

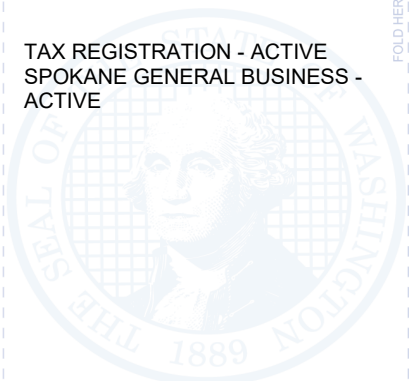
AMERICAN METALS CORPORATION
3613 E MAIN AVE
SPOKANE WA 99202-4732

FOLD HERE

TAX REGISTRATION - ACTIVE
SPOKANE GENERAL BUSINESS - ACTIVE

FOLD HERE

STATE OF WASHINGTON



Expires: Dec 31, 2025

Director, Department of Revenue

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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)

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 02/03/2025**Committee Agenda type:** Consent**Council Meeting Date:** 02/24/2025

		Date Rec'd	1/14/2025
		Clerk's File #	OPR 2025-0100
		Cross Ref #	
		Project #	
Submitting Dept	FLEET SERVICES	Bid #	
Contact Name/Phone	RICK GIDDINGS 625-7706	Requisition #	RE 20655
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	ZZAPPONE BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	Grant Related? NO	Public Works? NO	
Agenda Item Name	5100 - PRE-PURCHASE APPROVAL FOR UP TO 4 USED SIU UNITS		

Agenda Wording

Fleet Services is seeking pre-purchase approval for up to 4 used vehicles for SPD to be used as undercover SIU units.

Summary (Background)

SPD has \$120,000 budgeted for the purchase of used undercover vehicles to be used for SIU investigations. Up to 4 used vehicles will be purchased. The final number is dependent upon used vehicle availability and applicable trade in value. Pre-purchase is necessary to avoid missing purchase opportunities while navigating the approval process.

What impacts would the proposal have on historically excluded communities?

None identified.

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

Data will not be collected.

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

Lifecycle cost and performance data will be collected by Fleet Services for future analysis.

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

Aligns with City Centralized Fleet Management Policy.

Council Subcommittee Review

No Subcommittee for this topic.

Fiscal Impact			
Approved in Current Year Budget?			
Total Cost	\$ \$120,000		
Current Year Cost	\$ \$120,000		
Subsequent Year(s) Cost	\$ \$0		
<u>Narrative</u>			
Vehicles will be purchased using Fleet Services used vehicle purchasing and valuation guidelines and applicable City Purchasing rules.			
Amount			
Budget Account			
Expense \$ 120,000	# 1560-17200-94210-56404-68074		
Select \$	#		
Select \$	#		
Select \$	#		
Select \$	#		
Select \$	#		
Funding Source One-Time			
Funding Source Type Reserves			
Is this funding source sustainable for future years, months, etc?			
Yes			
Expense Occurrence One-Time			
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals			
Additional Approvals			
Dept Head	GIDDINGS, RICHARD	<u>PURCHASING</u>	PRINCE, THEA
<u>Division Director</u>	BOSTON, MATTHEW		
<u>Accounting Manager</u>	ZOLLINGER, NICHOLAS		
<u>Legal</u>	HARRINGTON,		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
		rgiddings@spokanecity.org	
Tprince@spokanecity.org		kschmitt@spokanecity.org	

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 01/27/2025**Committee Agenda type:** Consent**Council Meeting Date:** 02/24/2025

Date Rec'd		1/21/2025	
Clerk's File #		OPR 2024-0277	
Cross Ref #			
Project #			
Submitting Dept	INFORMATION TECHNOLOGY	Bid #	
Contact Name/Phone	CYLAS 6494	Requisition #	VALUE BLANKET
Contact E-Mail	CENGELEND@SPOKANE CITY.ORG		
Agenda Item Type	Purchase w/o Contract		
Council Sponsor(s)	PDILLON MCATHCART		
Sponsoring at Administrators Request		NO	
Lease? NO	Grant Related? NO	Public Works? NO	
Agenda Item Name	5300 COMPUNET VALUE BLANKET EXTENSION (2025-2026)		

Agenda Wording

Extension of the current Value Blanket with Compunet (Grangeville, Idaho) through September 30, 2026 for Cisco network and other equipment replacement and continued operational support including license subscriptions to meet contractual obligations. Requesting an additional \$3,400,000 plus tax to cover current and anticipated purchases. All purchases will utilize WA State contract# 05819 that includes pricing advantages for government entities.

Summary (Background)

The funds for these investments have been set aside in our current IT budget. This request simply allows IT to proceed with the planned purchases from the vendor, using the funds allocated for specific projects.

What impacts would the proposal have on historically excluded communities?

Not applicable – Value Blanket

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 – Value Blanket

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

Not applicable – Value Blanket

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

This service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service with Compunet.

Council Subcommittee Review

N/A

Fiscal Impact	
Approved in Current Year Budget? YES	
Total Cost	\$ \$4,650,000
Current Year Cost	\$ \$2,000,000
Subsequent Year(s) Cost	\$ \$1,400,000
<u>Narrative</u>	
N/A	
Amount	
Budget Account	
Expense	\$ \$4,650,000
Select	\$ #
Select	\$ #
Select	\$ #
Select	\$ #
Select	\$ #
Funding Source N/A	
Funding Source Type Select	
Is this funding source sustainable for future years, months, etc?	
Expense Occurrence N/A	
Other budget impacts (revenue generating, match requirements, etc.)	
Approvals	
Dept Head	MARTINEZ, LAZ
Division Director	
Accounting Manager	BAIRD, CHRISTI
Legal	HARRINGTON,
For the Mayor	PICCOLO, MIKE
Additional Approvals	
PURCHASING	NECHANICKY, JASON
Distribution List	
	Accounting - ywang@spokanecity.org
Contract Accounting - ddaniels@spokanecity.org	Legal - mharrington@spokanecity.org
Purchasing - cwahl@spokanecity.org	IT - itadmin@spokanecity.org
Tax & Licenses	Peggy Lund - klund@spokanecity.org



< Business Lookup

License Information:

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

Entity name: COMPUNET, INC.

Business name: COMPUNET, INC.

Entity type: [Profit Corporation](#)

UBI #: 602-742-439

Business ID: 001

Location ID: 0001

Location: Active

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

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

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

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

Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Chehalis General Business - Non-Resident	14-5298			Active	Mar-31-2025	Sep-11-2014
Clarkston General Business - Non-Resident				Active	Mar-31-2025	Oct-02-2020
Grandview General Business - Non-Resident				Active	Mar-31-2025	Jan-08-2021
Kennewick General Business - Non-Resident				Active	Mar-31-2025	Oct-01-2020



Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Liberty Lake General Business - Non-Resident				Active	Mar-31-2025	Jan-29-2021
Moses Lake General Business - Non-Resident	BUS2020-064			Active	Mar-31-2025	Sep-28-2020
Pasco General Business - Non-Resident	36914			Active	Mar-31-2025	Oct-13-2020
Richland General Business - Non-Resident				Active	Mar-31-2025	Sep-30-2020
Spokane General Business - Non-Resident				Active	Mar-31-2025	Jan-08-2021
Sumner General Business - Non-Resident				Active	Mar-31-2025	Feb-01-2021
Vancouver General Business - Non-Resident				Active	Mar-31-2025	Sep-28-2020
Walla Walla General Business - Non-Resident				Active	Mar-31-2025	Oct-10-2020
Wenatchee General Business - Non-Resident				Active	Mar-31-2025	Sep-28-2020

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

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

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 2/23/2024 11:53:05 AM



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**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 02/03/2025**Committee Agenda type:** Consent**Date Rec'd**

1/29/2025

Clerk's File #

OPR 2025-0123

Cross Ref #**Project #****Council Meeting Date:** 02/24/2025**Submitting Dept**

POLICE

Bid #**Contact Name/Phone**

SHAWNA 4106

Requisition #**Contact E-Mail**

SERNST@SPOKANEPOLICE.ORG

Agenda Item Type

Purchase w/o Contract

Council Sponsor(s)

ZZAPPONE BWILKERSON

Sponsoring at Administrators Request

NO

Lease? NO**Grant Related?** YES**Public Works?** NO**Agenda Item Name**

0680 - BYRNE JAG GRANT – FACILITY CAMERAS

Agenda Wording

Spokane Police Department seeks approval for improving security and employee/visitor safety at our facilities through additional security cameras and replacement of existing security cameras.

Summary (Background)

Spokane Police Department would improve security at our facilities by updating/adding cameras as follows: 1.) Gardner Building: Replace 12 cameras. Add 2 exterior cameras with views of the overflow parking lot. 2.) Downtown Precinct: Replace 3 cameras. Add 3 exterior cameras with better views of the sidewalks/building approaches. 3.) Northeast Precinct: Replace 5 cameras. Add 1 exterior camera with better views of the parking lot and front entrance. 4.) South Precinct: Replace 2 cameras. Add 6 exterior cameras to the building corners for better views of building access points.

What impacts would the proposal have on historically excluded communities?

This project will improve security for employees and for visitors to police facilities from any background.

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?

We do not plan to collect data regarding the effects of the updated security cameras.

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

We do not plan to track the effectiveness of the cameras.

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?

We are seeking approval for this project to align with SMC Chapter 18.04.

Council Subcommittee Review

Fiscal Impact			
Approved in Current Year Budget? YES			
Total Cost		\$ 65,000	
Current Year Cost		\$ 65,000	
Subsequent Year(s) Cost		\$ 0	
<u>Narrative</u>			
Funded using the Byrne Discretionary Grant - Camera Project line item. Costs include 5 quotes for camera equipment via CDW-G and estimated costs for a Dell Server for video storage.			
Amount		Budget Account	
Expense	\$ 65,000	# 1620-91812-21140-53524-99999	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source One-Time			
Funding Source Type Grant			
Is this funding source sustainable for future years, months, etc?			
Expense Occurrence		One-Time	
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals		Additional Approvals	
Dept Head	MCNAB, MICHAEL	<u>PS EXEC REVIEW</u>	YATES, MAGGIE
Division Director	MCNAB, MICHAEL	<u>ACCOUNTING -</u>	BAIRD, CHRISTI
Accounting Manager	BAIRD, CHRISTI		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		
Distribution List			
		PoliceChiefs@spokanepolice.org	
SPDFinance@spokanecity.org			



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Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
1CGCQVX	1/8/2025	DOWNTOWNPRE	12973674	\$8,960.85

IMPORTANT - PLEASE READ

Additional Information:

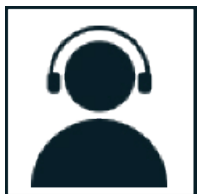
Cost Center: SPD

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
AXIS P4708-PLVE - network panoramic camera - dome - TAA Compliant	6	7949657	\$1,370.16	\$8,220.96
Mfg. Part#: 02944-001				
Contract: OMNIA Mesa 2024056-01 - GOV (2024056)				

SUBTOTAL	\$8,220.96
SHIPPING	\$0.00
SALES TAX	\$739.89
GRAND TOTAL	\$8,960.85

PURCHASER BILLING INFO	DELIVER TO
Billing Address: SPOKANE POLICE DEPARTMENT ACCTS PAYABLE 1100 W MALLON AVE SPOKANE, WA 99260-2043 Phone: (509) 808-1480 Payment Terms:	Shipping Address: CITY OF SPOKANE POLICE DEPT ATTN:ORIN FITZGERALD 1100 W. MALLON AVE SPOKANE, WA 99260 Phone: (509) 808-1480 Shipping Method: DROP SHIP-GROUND
	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



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QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
1CGCQZB	1/8/2025	GARDNEROVERFLOWPARKING	12973674	\$5,566.43

IMPORTANT - PLEASE READ

Additional Information:

Cost Center: SPD

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
AXIS Q6010-E 60Hz - network surveillance camera - dome Mfg. Part#: 01981-001 Contract: OMNIA Mesa 2024056-01 - GOV (2024056)	1	6132347	\$1,897.08	\$1,897.08
AXIS Q6074-E 60 Hz - network surveillance camera Mfg. Part#: 01974-004 Contract: OMNIA Mesa 2024056-01 - GOV (2024056)	1	5822156	\$2,862.80	\$2,862.80
AXIS T98A18-VE Surveillance - cabinet Mfg. Part#: 5900-181 UNSPSC: 45121518 Contract: OMNIA Mesa 2024056-01 - GOV (2024056)	1	2840664	\$346.94	\$346.94

SUBTOTAL	\$5,106.82
SHIPPING	\$0.00
SALES TAX	\$459.61
GRAND TOTAL	\$5,566.43

PURCHASER BILLING INFO	DELIVER TO
Billing Address: SPOKANE POLICE DEPARTMENT ACCTS PAYABLE 1100 W MALLON AVE SPOKANE, WA 99260-2043 Phone: (509) 808-1480 Payment Terms:	Shipping Address: CITY OF SPOKANE POLICE DEPT ATTN:ORIN FITZGERALD 1100 W. MALLON AVE SPOKANE, WA 99260 Phone: (509) 808-1480 Shipping Method: DROP SHIP-GROUND
	Please remit payments to:
	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



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Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
1CGCQLV	1/8/2025	SPD GARDNER CAMERAUPGRADE	12973674	\$13,801.26

IMPORTANT - PLEASE READ

Additional Information:

Cost Center: SPD

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
AXIS M4327-P Panoramic Camera Mfg. Part#: 02636-004 Contract: OMNIA Mesa 2024056-01 - GOV (2024056)	1	7560852	\$558.45	\$558.45
AXIS P1468-LE - network surveillance camera Mfg. Part#: 02342-001 Contract: OMNIA Mesa 2024056-01 - GOV (2024056)	10	7098029	\$1,073.31	\$10,733.10
AXIS P4708-PLVE - network panoramic camera - dome - TAA Compliant Mfg. Part#: 02944-001 Contract: OMNIA Mesa 2024056-01 - GOV (2024056)	1	7949657	\$1,370.16	\$1,370.16

SUBTOTAL	\$12,661.71
SHIPPING	\$0.00
SALES TAX	\$1,139.55
GRAND TOTAL	\$13,801.26

PURCHASER BILLING INFO	DELIVER TO
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Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
1CGCQZQ	1/8/2025	NEPRECINCTUPDATED	12973674	\$8,381.44

IMPORTANT - PLEASE READ

Additional Information:

Cost Center: SPD

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
AXIS Q6010-E 60Hz - network surveillance camera - dome Mfg. Part#: 01981-001 Contract: OMNIA Mesa 2024056-01 - GOV (2024056)	3	6132347	\$1,897.08	\$5,691.24
AXIS P1467-LE - network surveillance camera - bullet Mfg. Part#: 02341-001 Contract: OMNIA Mesa 2024056-01 - GOV (2024056)	2	7058850	\$846.03	\$1,692.06
AXIS network camera solo kit Mfg. Part#: 02655-001 Contract: OMNIA Mesa 2024056-01 - GOV (2024056)	3	7280051	\$102.03	\$306.09

SUBTOTAL	\$7,689.39
SHIPPING	\$0.00
SALES TAX	\$692.05
GRAND TOTAL	\$8,381.44

PURCHASER BILLING INFO	DELIVER TO
Billing Address: SPOKANE POLICE DEPARTMENT ACCTS PAYABLE 1100 W MALLON AVE SPOKANE, WA 99260-2043 Phone: (509) 808-1480 Payment Terms:	Shipping Address: CITY OF SPOKANE POLICE DEPT ATTN:ORIN FITZGERALD 1100 W. MALLON AVE SPOKANE, WA 99260 Phone: (509) 808-1480 Shipping Method: DROP SHIP-GROUND
	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



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QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
1CGCQQC	1/8/2025	SOUTHEASTPREC	12973674	\$12,162.16

IMPORTANT - PLEASE READ

Additional Information:

Cost Center: SPD

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
AXIS P4708-PLVE - network panoramic camera - dome - TAA Compliant Mfg. Part#: 02944-001 Contract: OMNIA Mesa 2024056-01 - GOV (2024056)	6	7949657	\$1,370.16	\$8,220.96
AXIS P1468-LE - network surveillance camera Mfg. Part#: 02342-001 Contract: OMNIA Mesa 2024056-01 - GOV (2024056)	2	7098029	\$1,073.31	\$2,146.62
AXIS P1465-LE - network surveillance camera - bullet - TAA Compliant Mfg. Part#: 02339-001 Contract: OMNIA Mesa 2024056-01 - GOV (2024056)	1	7443429	\$790.36	\$790.36

SUBTOTAL	\$11,157.94
SHIPPING	\$0.00
SALES TAX	\$1,004.22
GRAND TOTAL	\$12,162.16

PURCHASER BILLING INFO	DELIVER TO
Billing Address: SPOKANE POLICE DEPARTMENT ACCTS PAYABLE 1100 W MALLON AVE SPOKANE, WA 99260-2043 Phone: (509) 808-1480 Payment Terms:	Shipping Address: CITY OF SPOKANE POLICE DEPT ATTN:ORIN FITZGERALD 1100 W. MALLON AVE SPOKANE, WA 99260 Phone: (509) 808-1480 Shipping Method: DROP SHIP-GROUND
	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

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**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 02/03/2025**Committee Agenda type:** Consent**Date Rec'd**

1/29/2025

Clerk's File #

OPR 2025-0124

Cross Ref #**Project #****Council Meeting Date:** 02/24/2025**Submitting Dept**

POLICE

Bid #**Contact Name/Phone**

SHAWNA 4106

Requisition #**Contact E-Mail**

SERNST@SPOKANEPOLICE.ORG

Agenda Item Type

Purchase w/o Contract

Council Sponsor(s)

ZZAPPONE BWILKERSON MCATHCART

Sponsoring at Administrators Request

NO

Lease? NO**Grant Related?** YES**Public Works?** NO**Agenda Item Name**

0680 - WATPA GRANT – FLOCK ALPR PURCHASE AND CAMERA PLACEMENT

Agenda Wording

Spokane Police Department seeks approval for ALPR camera placement at key intersections throughout the City of Spokane.

Summary (Background)

Spokane Police Department will migrate from our current ALPR vendor to Flock for fixed camera locations. Flock cameras will be installed at high traffic locations throughout the City of Spokane with a focus on the investigative value of each location (for vehicle theft, missing persons, and violent crime). We have funding for 28 Falcon cameras (fixed locations) and 2 Falcon Flex cameras (cameras that we can move as needed). We would like approval for more locations than we currently have budget for, so that we can work with the vendor to identify feasibility of each location. Also, if we identify future sources of funding, we could more quickly add cameras to the system.

What impacts would the proposal have on historically excluded communities?

This project will aid in recovering stolen vehicles, finding missing persons, and solving violent crimes. The Department will use this tool for the benefit of people from all backgrounds.

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?

The department can analyze the program success by crime victim demographics and show how the tool aids people from historically excluded communities.

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

SPD will track when Flock led to a recovered vehicle, the location of missing people, and when Flock provided valuable information to help solve a case. SPD will build a checkbox in our current police report system to aid in tracking use of Flock.

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?

We are seeking approval for this project to align with SMC Chapter 18.04. Additionally, the City can choose to add aggregated traffic count data for each camera at a cost of \$500/year. That data can be used in traffic studies and aid in the traffic calming program.

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget? YES	
Total Cost	\$
Current Year Cost	\$ 119,028.00
Subsequent Year(s) Cost	\$ 91,000.00
Narrative	
Using 2025 WATPA grant (\$100k) and departmental funds (\$19,028), subsequent funding from SPD's existing budget. The cost listed assumes that Flock will need to install poles for each of the 28 cameras. If using existing City hardware, cost will be lowered	
Amount	Budget Account
Expense \$ 119,028.00	# 1620-91824-94210-56401-99999
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Funding Source Recurring	
Funding Source Type Grant	
Is this funding source sustainable for future years, months, etc?	
yes	
Expense Occurrence	Recurring
Other budget impacts (revenue generating, match requirements, etc.)	
Approvals	
Dept Head	HALL, KEVIN
Division Director	HALL, KEVIN
Accounting Manager	BAIRD, CHRISTI
Legal	HARRINGTON,
For the Mayor	PICCOLO, MIKE
Additional Approvals	
PS EXEC REVIEW	YATES, MAGGIE
ACCOUNTING -	BAIRD, CHRISTI
Distribution List	
	spdexecutivestaff@spokanepolice.org
SPDFinance@spokanecity.org	

Account name: 10290234

CITY OF SPOKANE
 808 W SPOKANE FALLS BLVD FL 7
 SPOKANE WA 99201-3333

SHIP-TO

CITY OF SPOKANE
 SHAWNA ERNST
 808 W SPOKANE FALLS BLVD FL 7
 SPOKANE WA 99201-3333

Quotation

Quotation Number : 0228131399
Document Date : 28-JAN-2025
PO Number : FLOCK
PO Release :
Sales Rep : Bryce Mackin
Email : BRYCE.MACKIN@INSIGHT.COM
Phone : +15097422221

We deliver according to the following terms:

Payment Terms : Net 30 days
Ship Via : Insight Assigned Carrier/Ground
Terms of Delivery : FOB DESTINATION
Currency : USD

Customer understands, accepts and agrees that this purchase is subject to Flock Safety's End User License Agreement, available at: <https://www.flocksafety.com/terms-and-conditions-eula>

TERM START: Unless otherwise noted, the Term shall commence upon first installation and validation of Flock Hardware

TERM: 12 Months

BILLING: Project will be invoiced 100% upon last camera validation.

Material	Material Description	Quantity	Unit Price	Extended Price
PS-IMP-STD	FLOCK GROUP STANDARD IMPLEMENTATION PROFESSIONAL SERVICES OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 848.99 Discount: 23.438%	28	650.00	18,200.00
FLCK-FALCON-2-LE	FLOCK GROUP FALCON INFRASTRUCTURE- POWER + LTE), LICENSE PLATE RECOGNITION CAMERA WITH VEHICLE FINGERPRINT™ + MACHINE LEARNING SOFTWARE AND REAL-ALERTS FOR UNLIMITED USERS Coverage Dates: 28-JAN-2025 - 28-JAN-2026 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 3319.99 Discount: 9.638%	28	3,000.00	84,000.00
FLCK-FALCONFLEX-LE	FLOCK GROUP INC LAW ENFORCEMENT GRADE TACTICAL DEPLOYMENT (PORTABLE + LTE) PLATE RECOGNITION CAMERA WITH VEHICLE FINGERPRINT™ TECHNOLOGY (PROPRIETARY LEARNING SOFTWARE) AND REAL-TIME ALERTS UNLIMITED USERS.SOFTWARE SERVICES Coverage Dates: 28-JAN-2025 - 28-JAN-2026 OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES(# 23-6692-03) List Price: 3873.99 Discount: 9.654%	2	3,500.00	7,000.00

Product Subtotal	91,000.00
Services Subtotal	18,200.00
TAX	9,828.00
Total	119,028.00

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Bryce Mackin
+15097422221
BRYCE.MACKIN@INSIGHT.COM
Fax 4807607457

To purchase under this contract, your agency must be registered with OMNIA Partners Public Sector.

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by you and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.

<https://www.insight.com/terms-and-policies>

flock safety

Privacy Commitment

Let's defeat crime together.

Our commitment to **protecting the whole community**

Flock Safety helps thousands of cities prevent and eliminate crime with technology that captures objective evidence and delivers it into the hands that serve and protect. In our pursuit of a safer society, we place our commitment to protecting individual privacy and mitigating bias at the core of every policy and product we develop.

WE FOCUS ON PROTECTING PRIVACY AND ENABLING ACCOUNTABILITY

- Flock devices only capture objective evidence, whether vehicular, audio, or video. Flock does not enable predictive policing.
- Flock devices do not connect to databases to identify name, identifiers, addresses, or other information about people.
- The system always requires a documented search reason or case number every time a user accesses Flock data, creating a permanent audit trail for every user.
- Customers own 100% of all data captured on our devices. We never share or sell data with third parties.
- All images and metadata are encrypted in the cloud for maximum security compliance.
- Flock has created the first LPR Transparency Portal, provided to customers optionally for free, to document LPR usage, policies, and ROI for their community.



flock safety

flocksafety.com

(866) 901-1781 | support@flocksafety.com

Contact Person: Shawna Ernst

Agenda Name: Public Safety Committee

Agenda Item Type: Contract Item

Council Sponsors: CM Zappone and CP Wilkerson

Lease? No

Grant Related? Yes

Public Works? No

Agenda Item Name: WATPA Grant – Flock ALPR Purchase and Camera Placement

Agenda Wording: Spokane Police Department seeks approval for ALPR camera placement at key intersections throughout the City of Spokane.

Summary (Background): Spokane Police Department will migrate from our current ALPR vendor to Flock for fixed camera locations. Flock cameras will be installed at high traffic locations throughout the City of Spokane with a focus on the investigative value of each location (for vehicle theft, missing persons, and violent crime).

We have funding for 28 Falcon cameras (fixed locations) and 2 Falcon Flex cameras (cameras that we can move as needed).

We would like approval for more locations than we currently have budget for, so that we can work with the vendor to identify feasibility of each location. Also, if we identify future sources of funding, we could more quickly add cameras to the system.

Proposed locations are:

- S Division St and E 2nd Ave
- E Trent Ave and N Fancher St
- N Division St and W Francis Ave
- N Washington St and W North River Dr
- S Freya St and E 3rd Ave
- S Thor St and E 2nd Ave
- W Sunset Blvd and S Cannon St
- SR 291 (Nine Mile) and W Rifle Club Rd
- Maple St Bridge
- N Maple St and W Maxwell Ave
- N Lidgerwood St and E Wedgewood Ave
- N Hamilton St and E Mission Ave
- N Market St and E Euclid Ave
- W Indian Trail Rd and W Francis Ave
- Garland and Monroe
- Monroe and Northwest Blvd
- The Y
- Monroe St Bridge

- Division St Bridge
- Trent St Bridge
- W Spokane Falls Blvd and N Post St
- TJ Meenach Bridge
- N Greene St and E Upriver Dr
- US 195 and Cheney Spokane Rd
- US 195 and Hatch Rd
- E 5th Ave and S Altamont St
- E 9th Ave and S Perry St
- N Division St and E Lyons Ave
- N Division St and E Montgomery Ave
- N Nevada St and E Wellesley Ave
- E 29th Ave and S Regal St
- E Wellesley Ave and North-South Freeway (US 395)
- N Crestline St and E Francis Ave
- S Southeast Blvd and S Regal St

SPD will safeguard privacy by requiring an investigative reason for each Flock search. Searches will be audited on a regular basis to ensure appropriate use. SPD staff will follow all relevant Washington State and local laws governing ALPR use and data privacy. Flock natively stores individual ALPR data for 30 days and then purges the data. Summary aggregate data (ex: overall traffic counts) can be stored longer. SPD staff will manually retain data needed for prosecution.

Additionally, Flock will provide a transparency portal with public-facing information about the use of the Flock program (ex: <https://transparency.flocksafety.com/-spokane-county-wa-so>).

Approved in current year budget? Yes

Total Cost(current): \$119,028.00

Total Cost(subsequent): \$91,000

Narrative: Funded for 2025 using WATPA grant (\$100k) and departmental funds (\$19,028), subsequent funding from Department's existing budget. Note: the cost listed assumes that Flock will need to install poles for each of the 28 cameras. If they can use existing City of Spokane hardware, the cost will be lowered. This quote presents the highest potential cost.

Funding Occurrence: Recurring

Funding Source: Grant

Expense Occurrence: Recurring

Budget Code: 1620-91824-94210-56401-99999

What impacts would the proposal have on historically excluded communities?: This project will aid in recovering stolen vehicles, finding missing persons, and solving violent crimes. The Department will use this tool for the benefit of people from all backgrounds.

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?: The department can analyze the program success by crime victim demographics and show how the tool aids people from historically excluded communities.

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?: SPD will track when Flock led to a recovered vehicle, the location of missing people, and when Flock provided valuable information to help solve a case. SPD will build a checkbox in our current police report system to aid in tracking use of Flock.

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?: We are seeking approval for this project to align with SMC Chapter 18.04. Additionally, the City can choose to add aggregated traffic count data for each camera at a cost of \$500/year. That data can be used in traffic studies and aid in the traffic calming program.

Council Subcommittee Review: N/A

Distribution List: SPDExecutiveStaff@spokanepolice.org, SPDFinance@spokanepolice.org

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 01/27/2025**Committee Agenda type:** Consent**Council Meeting Date:** 02/24/2025

		Date Rec'd	1/8/2025
		Clerk's File #	OPR 2025-0074
		Cross Ref #	
		Project #	
Submitting Dept	CITY ATTORNEY	Bid #	
Contact Name/Phone	MICHAEL 6237	Requisition #	CR27115
Contact E-Mail	MPICCOLO@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	PDILLON MCATHCART		
Sponsoring at Administrators Request	NO		
Lease? NO	Grant Related? NO	Public Works? NO	
Agenda Item Name	0500 DOMESTIC VIOLENCE ADVOCACY PROGRAM AGREEMENT		

Agenda Wording

The City Prosecutor's budget for 2025 and 2026 includes \$66,800 annually to assist in funding one full-time domestic violence advocate per year in partnership with the YWCA.

Summary (Background)

State law requires Domestic Violence victims be informed of every critical stage of criminal proceedings. The YWCA has fulfilled the City of Spokane's requirement for Domestic Violence victim advocacy for many years. Several years ago, budget cuts required the City of Spokane to drastically reduce funding to the YWCA. The YWCA was able to supplement the funding provided by the City of Spokane will donor funding. Unfortunately, that donor funding ceased at the end of 2022. The City of Spokane added extra funds to the 2023 contract to continue the same level of advocate services. The YWCA has maintained the same request for funding in the current biennial budget.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

Fiscal Impact					
Approved in Current Year Budget?	YES				
Total Cost	\$ 66,800				
Current Year Cost	\$				
Subsequent Year(s) Cost	\$ 66,800				
<u>Narrative</u>					
The COI does not list the City as additional insured and is missing the Workers' Comp coverage as required by Section 6 of the contract. We need their UBI number to verify that their L&I account is current. A revised COI is needed.					
Amount					
Budget Account					
Expense	\$ 66,800				
Select	\$				
Select	\$				
Select	\$				
Select	\$				
Select	\$				
Select	\$				
<table border="1"> <tr> <td>Funding Source</td> <td>One-Time</td> </tr> <tr> <td>Funding Source Type</td> <td>Program Revenue</td> </tr> </table>		Funding Source	One-Time	Funding Source Type	Program Revenue
Funding Source	One-Time				
Funding Source Type	Program Revenue				
Is this funding source sustainable for future years, months, etc?					
Funding of \$66,800 verified for 2025 and 2026.					
Expense Occurrence					
Other budget impacts (revenue generating, match requirements, etc.)					
The City of Spokane could hire a full-time employee to conduct victim advocacy. This approach would be more expensive, since the City of Spokane would be required to provide benefits and retirement for a full-time employee, where contracting for victim services only requires the payment of wages. Hiring a full-time employee would, however, be more functional for the City Prosecutor's Office, since the employee would be					
Approvals					
Additional Approvals					
Dept Head	PICCOLO, MIKE				
Division Director					
Accounting Manager	BUSTOS, KIM				
Legal	HARRINGTON,				
For the Mayor	PICCOLO, MIKE				
Distribution List					
JEANETTEH@YWCASPOKANE.ORG	JBINGHAM@SPOKANECITY.ORG				
DWHALEY@spokanecity.org	sdhansen@spokanecity.org				
ywang@spokanecity.org	hhaws@spokanecity.org				
kbustos@spokanecity.org					



City of Spokane
AGREEMENT
**Title: DOMESTIC VIOLENCE
ADVOCACY PROGRAM**

THIS AGREEMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **YWCA SPOKANE**, whose address is 930 North Monroe Street, Spokane, Washington 99201, as ("Agency"). Hereafter individually referenced as a "party", and together the "parties".

WHEREAS, the Agency and the City were participants in the Spokane Regional Domestic Violence Team (SRDVT) while the Team was operated wholly or partially with federal grant funds; and

WHEREAS, the City formed its own Municipal Court under RCW 3.50 effective January 1, 2009; and

WHEREAS, the Agency is the sole area provider of a state recognized community based domestic violence advocacy program; and

WHEREAS, the City is willing to provide partial funding to the Agency so it may continue to provide these services.

Now, Therefore,

The parties agree as follows:

1. **PERFORMANCE.** The Agency shall provide domestic violence legal advocacy services in accordance with the attached Scope of Work.
2. **TERM.** This Agreement shall become effective on January 1, 2025, and run through December 31, 2026. Either party may terminate this Agreement at any time upon thirty (30) days written notice. In the event of such termination, the City shall pay the Agency for all work previously authorized and performed prior to the termination date.
3. **FUNDING.** The City shall contribute a maximum of **SIXTY-SIX THOUSAND EIGHT HUNDRED AND 00/100 DOLLARS (\$66,800.00)**, per year, toward the costs of the Advocates, to include salary and fringe benefits. The City shall reimburse the Agency for its expenses on a monthly basis. The Agency shall send its applications for payment

to the Spokane City Prosecutor's Office, 909 West Mallon Avenue, Spokane, Washington 99201. Payment will be made within thirty (30) days after receipt of the Agency's application.

4. INDEPENDENT CONTRACTOR. In the performance of the Agreement, the Agency is an independent contractor and not the agent or employee of the City. The Agency, its employees and agents are not entitled to any benefits to which City employees are entitled, including but not limited to, overtime, retirement benefits, worker's compensation benefits, injury leave or other leave benefits.

5. INDEMNIFICATION. The Agency shall defend, indemnify and hold harmless the City, its officers and employees, from and against all claims for damages, liability, cost and expense arising out of the negligent conduct of the Agency, its officers, employees and subcontractors in connection with the performance of the Agreement, except to the extent of those claims arising from the negligence of the City, its officers and employees.

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

- A. Workers' 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 or Stop Gap Insurance in the amount of \$1,000,000; and
- B. General Liability Insurance on an occurrence basis with a combined single limit, of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers, employees and agents are additional insureds but only with respect to the Agency's services to be provided under the Agreement; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired or non-owned vehicles.

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

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

8. REPORTS. The Agency shall submit to the City Prosecutor or his designee quarterly reports detailing its contractual performance.

9. FUTURE SUPPORT. The City assumes no obligation for future support of the services contracted for except as expressly set forth in this Agreement.

10. 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 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 Agency 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 Agency.

11. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state and local laws, regulations, and executive orders which are incorporated by reference into this Agreement.

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

13. ENTIRE AGREEMENT. This written Agreement constitutes the entire understanding of the parties. There are no promises, terms, conditions or obligations other than those written herein.

14. 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 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.

15. AMENDMENTS. This Agreement may be amended at any time by mutual written agreement.

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

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

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

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

YWCA SPOKANE

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 – Scope of Work
- Exhibit B – Certificate of Debarment

SCOPE OF WORK

1. Staffing. The Agency shall hire a three-fourth (3/4) full time employee as a Domestic Violence Advocate, hereinafter the "Advocate", who shall be dedicated to handling certain matters associated with misdemeanor and gross misdemeanor domestic violence cases being prosecuted by the Office of the City Prosecutor in the Spokane Municipal Court. Each Advocate shall report to, and be supervised by, the Agency, which shall direct his / her day-to-day activities in accordance with the performance requirements specified herein.
2. Hours of Advocacy Services: The Agency shall provide the advocacy services to the Office of the City Prosecutor during the normal working hours, specifically, Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding holidays.
3. Scope of Advocacy Services:
 - A. Advocates shall be qualified, capable, and willing to explain to victims, in detail, the court system and the court processes, including the trial process. Advocates shall contact, and inform witnesses of this information, when appropriate and as time allows.
 - B. Advocates should make every reasonable effort to contact all victims in all cases prior to the First Appearance hearing in each case in order to:
 - 1) Provide the victim with some initial understanding of the sequence of events and legal process that will follow in the prosecution of the defendant for the harm caused the victim;
 - 2) Determine the victim's willingness to accept advocacy services to be provided under the terms of this Agreement, and secure proper authority for release of necessary information;
 - 3) Work with victim to assess their particular safety needs;
 - 4) Determine if a referral for community advocacy services is appropriate; and
 - 5) Work with victim to assess the victim's willingness to cooperate with the prosecution of the defendant, to define any concerns the victim may have with such cooperation, and to relay that information to the prosecutor assigned to the case.
 - C. Unless prohibited from doing so based upon an unequivocal request of the victim for termination of advocacy services, Advocates shall make every reasonable effort to keep in contact with alleged victims of domestic violence, regardless of gender, and to encourage such victims to remain in contact with the Office of the City Prosecutor. Specifically, the Advocates should:

- 1) Make Good Faith efforts to contact the victim prior to each court hearing, specifically First Appearance, Arraignment, No Contact Order (NCO) Hearings, and Jury Trial, to:
 - 2) Inform the victim on the status of the associated legal proceedings;
 - 3) Work with victim to reevaluate the victim's safety needs;
 - 4) Confirm the victim's current contact information, including address, telephone and at least one (1) message telephone number when available;
 - 5) Re-assess the continuing willingness of the victim to cooperate with the prosecution of the defendant and to redefine any concerns the victim may have with such cooperation on an ongoing basis; and
 - 6) Continue to develop a rapport with the victim, as well as provide any ongoing information and / or emotional support necessary to empower the victim and provide encouragement to the victim regarding testifying at trial.
- D. An Advocate should work in partnership with the prosecutor to make reasonable efforts contacting all victims immediately after the Jury Readiness hearing regarding any cases that have been called "ready for trial" in order to:
- 1) Inform the victim of the strong likelihood the case involving him / her will proceed to trial as the circumstances of each particular case may require. Notify the victim the case has been continued or the case has been resolved and will not be going to trial.
 - 2) Inform the victim of the specific date, time and location of the trial;
 - 3) Confirm the victim is in receipt of a subpoena to testify at the trial; and
 - 4) Confirm the victim's willingness to testify at trial.
- E. Unless there are exceptional circumstances or other work requirements specifically precluding it, the Advocates shall make every reasonable effort to attend the following court appearances: First Appearance and all Trial dates for victim support. They shall attend other hearings when requested by the prosecuting attorney or victim, when time allows.
- F. When Advocates have contact with victims, they shall update each associated file with detailed information regarding:
- 1) Date and time of any contact with a victim;
 - 2) Specific content of such communications that will assist in the prosecution of the case; and

- 3) Update all contact information.
- G. Advocates shall make every reasonable effort to arrange meetings or telephone conferences between the Office of the City Prosecutor and victims when requested by the prosecuting authority.
- H. Courtroom attire is required for any Advocate who is attending court. Business dress casual shall be strictly adhered to by those Advocates not attending court on a given day.

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

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

4. I understand that a false statement of this certification may be grounds for termination of the contract.

<u>YWCA Spokane</u> Name of Subrecipient / Contractor / Consultant (Type or Print)	<u>YWCA Legal Advocacy</u> Program Title (Type or Print)
<u>Jeanette Hauck</u> Name of Certifying Official (Type or Print)	_____ Signature
<u>Chief Executive Officer</u> Title of Certifying Official (Type or Print)	_____ Date (Type or Print)

NON PROFIT INSURANCE PROGRAM CERTIFICATE OF COVERAGE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE NPIP COVERAGE AGREEMENT BELOW. THIS CERTIFICATE OF COVERAGE 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 COVERED PARTY, THE COVERAGE AGREEMENT MUST BE ENDORSED. IF SUBROGATION IS WAIVED, SUBJECT TO THE TERMS AND CONDITIONS OF THE COVERAGE AGREEMENT, CERTAIN COVERAGE MAY REQUIRE AN ENDORSEMENT. A STATEMENT ON THIS CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).


PROGRAM ADMINISTRATOR	COMPANIES AFFORDING COVERAGE
Clear Risk Solutions 451 Diamond Drive Ephrata, WA 98823	GENERAL LIABILITY NPIP / Munich Re. et al. AUTOMOBILE LIABILITY NPIP / Munich Re. et al. PROPERTY NPIP / Munich Re. et al. MISCELLANEOUS PROFESSIONAL LIABILITY NPIP / Munich Re. et al.
COVERED PARTY	
Young Women's Christian Association dba YWCA Spokane 930 North Monroe Street Spokane, WA 99201	

COVERAGES

THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED MEMBER NAMED ABOVE FOR THE COVERAGE PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE NPIP COVERAGE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH COVERAGE AGREEMENT. LIMITS SHOWN BELOW MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LINE OF COVERAGE	COVERAGE NUMBER	EFF DATE	EXP DATE	DESCRIPTION	LIMITS
GENERAL LIABILITY					
COMMERCIAL GENERAL LIABILITY	NPIP242554380	6/1/2024	6/1/2025	PER OCCURRENCE	\$5,000,000
OCCURRENCE FORM				PER MEMBER AGGREGATE	\$10,000,000
INCLUDES STOP GAP – EMPLOYERS LIABILITY				PRODUCT-COMP/OP	\$5,000,000
				PERSONAL & ADV. INJURY	\$5,000,000
(LIABILITY IS SUBJECT TO A \$350,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	\$50,000,000
AUTOMOBILE LIABILITY					
ANY AUTO	NPIP242554380	6/1/2024	6/1/2025	COMBINED SINGLE LIMIT	\$5,000,000
(LIABILITY IS SUBJECT TO A \$350,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	NONE
PROPERTY					
	NPIP242554380	6/1/2024	6/1/2025	ALL RISK PER OCC EXCL EQ & FL	\$100,000,000
				EARTHQUAKE PER OCC	Excluded
				FLOOD PER OCC	Excluded
(PROPERTY IS SUBJECT TO A \$350,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	NONE
MISCELLANEOUS PROFESSIONAL LIABILITY					
	NPIP242554380	6/1/2024	6/1/2025	PER CLAIM	\$5,000,000
(LIABILITY IS SUBJECT TO A \$350,000 SIR PAYABLE FROM PROGRAM FUNDS)				ANNUAL POOL AGGREGATE	\$40,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS					
Evidence of Coverage only.					

CANCELLATION NOTICE: SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE COVERAGE AGREEMENT PROVISIONS.

CERTIFICATE HOLDER	AUTHORIZED REPRESENTATIVE
City of Spokane 808 W. Spokane Falls Blvd. Spokane, WA 99201	

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 01/27/2025**Committee Agenda type:** Consent**Council Meeting Date:** 02/24/2025

		Date Rec'd	1/14/2025
		Clerk's File #	OPR 2025-0099
		Cross Ref #	
		Project #	
Submitting Dept	FACILITIES MANAGEMENT	Bid #	6024-24 RFP
Contact Name/Phone	DAVE STEELE 6064	Requisition #	
Contact E-Mail	DSTEELE@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	PDILLON MCATHCART		
Sponsoring at Administrators Request	NO		
Lease? NO	Grant Related? NO	Public Works? NO	
Agenda Item Name	5900 FACILITIES CITYWIDE MASTER SECURITY CONTRACT STARPLEX		

Agenda Wording

The Facilities Department has reviewed proposals for Security Services for various specified locations as well as providing the ability for other City of Spokane departments to utilize the contract on an as-needed basis.

Summary (Background)

The Facilities Department in partnership with the Purchasing Department, has completed the RFP process for Citywide Security Services. The evaluation team has selected Starplex Corporation' Crowd Management Services (12722 NE Airport Way, Portland, OR 97230). This contract provides 24/7/365 security services at the Intermodal Transit Facility, security services at City Hall, during regular and extended operating hours and additional services as requested at a variety of Public Works, Parks and/or Library sites , etc. as needed. This is a 3 year contract with 2 - 1 year renewals.

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

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget? YES	
Total Cost	\$ 750,000.00
Current Year Cost	\$ 750,000.00
Subsequent Year(s) Cost	\$ 750,000.00
<u>Narrative</u>	
Amount	Budget Account
Expense \$ 750,000.00	# XXXX-XXXXX-XXXXX-54920-99999
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Funding Source	
Funding Source Type Select	
Is this funding source sustainable for future years, months, etc?	
Yes	
Expense Occurrence	Recurring
Other budget impacts (revenue generating, match requirements, etc.)	
Approvals	
Dept Head	TEAL, JEFFREY
Division Director	STRATTON, JESSICA
Accounting Manager	BAIRD, CHRISTI
Legal	SCHOEDEL, ELIZABETH
For the Mayor	PICCOLO, MIKE
Additional Approvals	
<u>PURCHASING</u>	NECHANICKY, JASON
Distribution List	
Rrscott@cmsprotectsfun.com	dchristi@cmsprotectsfun.com
tprince@spokanecity.org	laga@spokanecity.org
kbustos@spokanecity.org	dsteELE@spokanecity.org
klong@spokanecity.org	

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	Facilities Department
Contact Name	Dave Steele
Contact Email & Phone	509-625-6064
Council Sponsor(s)	CM Dillon, CM Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Citywide - Master Security Contract with Starplex Corporation Crowd Management Services
Summary (Background) *Use the Fiscal Impact box below for relevant financial information	<p>The Facilities Department, in partnership with the Purchasing Department, has completed the RFP process for Citywide Security Services. The evaluation team has selected Starplex Corporation Crowd Management Services (12722 NE Airport Way, Portland, OR 97230). This contract provides 24x7 security services at the Intermodal Transit Facility, security services at City Hall during regular and extended operating hours and additional services as requested at a variety of Public Works, Parks, and or Library Sites, etc as needed.</p> <p>This is a two year contract with the option of a one 1-year renewal.</p>
Proposed Council Action	Contract approval
Fiscal Impact	
Total Annual Spending Authority: \$ 750,000 annually	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A	
Specify funding source: Master Contract / Multiple Departments	
Revenue Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
NA- Basic Utilities	

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

NA

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

NA

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

NA



City of Spokane
PERSONAL SERVICE AGREEMENT
Title: **SECURITY SERVICES**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **STARPLEX CORPORATION**, whose address is 12722 NE Airport Way, Portland, Oregon 97230-1027 as (“Company”), individually hereafter referenced as a “party”, and together as the “parties”.

The parties agree as follows:

1. PERFORMANCE.

The Company shall provide Security Services to the City pursuant to RFP 6024-23 and Company’s Proposal dated September 23, 2024, which is attached as Exhibit B and made part of this Agreement. In the event of a conflict between the Company and this City Contract, the terms of this contract will control.

2. TERM OF AGREEMENT.

The term of this Agreement begins on January 1, 2025, and shall run through December 31, 2027, unless amended by written agreement or terminated earlier under the provisions. The contract may be renewed for two (2) additional one-year contract period, subject to mutual agreement.

3. COMPENSATION / PAYMENT.

Total compensation for Company’s services under this Agreement shall not exceed **SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$750,000.00)**, per year, plus applicable sales tax, unless modified by a written amendment to this Agreement.

The Company shall submit its applications for payment to City of Spokane Facilities Management Department, facilitiesdepartment@spokanecity.org, Attn: Dave Steele. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company’s application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

4. TAXES, FEES AND LICENSES.

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

5. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Company shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov 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 Title 48 RCW:

- A. **Worker's Compensation Insurance** in compliance with RCW 51, 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

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 the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish a current and acceptable Certificate of Insurance (COI). 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 thirty (30) 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.

9. 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.

10. 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.

11. 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.

12. TERMINATION.

Either party may terminate this Agreement, with or without cause, by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Company for all work previously authorized and performed prior to the termination date.

13. STANDARD OF PERFORMANCE.

The standard of performance applicable to Company's services will be the degree of skill and diligence normally employed by professional Company 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 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).

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. 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.

STARPLEX CORPORATION

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 – Certification Regarding Debarment
- Exhibit B – Company’s Proposal dated September 23, 2024

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 certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

4. I understand that a false statement of this certification may be grounds for termination of the contract.

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

EXHIBIT B

Bid Response Summary

Bid Number RFP 6232-24
Bid Title Security Services
Due Date Monday, September 23, 2024 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company Starplex Corporation
Submitted By dchristi@cmsprotectsfun.com dchristi@cmsprotectsfun.com - Monday, September 23, 2024 9:23:37 AM [(UTC-08:00) Pacific Time (US & Canada)]
Comments dchristi@cmsprotectsfun.com

Question Responses

Group	Reference Number	Question	Response
PROPOSER ACKNOWLEDGMENTS:			
	1	Proposer Acknowledges receipt of Addenda by entering quantity of Addenda here (enter 0 if none have been issued):	1
	2	Proposer agrees and acknowledges that Request for Proposals document(s) and all related information has been read and understood.	AGREED AND ACKNOWLEDGED
	3	Proposer acknowledges agreement with Paragraph 4.4 Award/Rejection of Proposal/Contract.	AGREED AND ACKNOWLEDGED
	4	Proposer agrees and acknowledges compliance with Terms and Conditions in Request for Proposals document(s). If answer is "AGREED WITH EXCEPTION IDENTIFIED", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.	AGREED AND ACKNOWLEDGED
	5	Proposer agrees and acknowledges that proprietary information must be included in Proposal submittal on separate page(s) and clearly identified as "Proprietary". See "Proprietary Information/Public Disclosure" Paragraph for public record requirements.	AGREED AND ACKNOWLEDGED
	6	Proposer has included Letter of Submittal with Proposal combined in one document per Section 4 "Proposal Content" instructions.	YES
	7	Provide the name, phone number and email address for point of contact person regarding this Proposal.	Dave Christiansen 509-328-8778 wk 509-413-6984 cell dchristi@cmsprotectsfun.com
	8	Provide the name, phone number, and email address for the person in your Firm that would potentially sign a contract through the DocuSign process used by the City.	Randy Scott 503-729-2785 cell rscott@cmsprotectsfun.com
DOCUMENTS TO UPLOAD:			
	1	Upload Request for Proposals Response (Proposal). Combine documents as needed. Only one document can be uploaded in this line item.	City of Spokane 6232-24 9-23-24_.pdf
	2	Upload Addenda documents if applicable and if not combined with uploaded Proposal response. Combine documents as needed. Only one document can be uploaded in this line item.	
	3	Upload any other documents required or desired. Combine documents as needed. Only one document can be uploaded in this line item.	
	4	Upload any other documents required or desired. Combine documents as needed. Only one document can be uploaded in this line item.	



< Business Lookup

License Information:

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

Entity name: STARPLEX CORPORATION

Business name: STARPLEX CROWD MGMT

Entity type: [Profit Corporation](#)

UBI #: 601-120-394

Business ID: 001

Location ID: 0001

Location: Active

Location address: 907 W SHARP AVE
SPOKANE WA 99201-2519

Mailing address: 12722 NE AIRPORT WAY
PORTLAND OR 97230-1027

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

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

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Minor Work Permit				Active	May-31-2025	Sep-08-2022
Spokane General Business	T12066215BUS			Active	May-31-2025	Oct-15-2012

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

Governing people	Title
CHRISTIANSEN, DAVID	Vice President
MAENZA, LOUISE	
SCOTT, RANDY	President

Registered Trade Names

Registered trade names	Status	First issued
CROWD MANAGEMENT SERVICES	Active	Jun-11-2024



Registered trade names	Status	First issued
CROWD MANAGEMENT SERVICES	Active	Apr-13-2022

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 1/7/2025 10:44:25 AM

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Check if your browser is supported





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/7/2025

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 k.p.d. Insurance LLC PO Box 784 Springfield OR 97477	CONTACT NAME: LoReis Evenson PHONE (A/C, No, Ext): 541-741-0550 E-MAIL ADDRESS: loreis.evenson@imacorp.com	FAX (A/C, No): 541-741-1674
	INSURER(S) AFFORDING COVERAGE	
INSURED Starplex Corporation 12722 NE Airport Way Portland OR 97230-1027	INSURER A: Berkley Specialty Insurance Company NAIC # 31295	
	INSURER B: SAIF Corporation 36196	
	INSURER C: Liberty Mutual Insurance Company 23043	
	INSURER D: National Liability & Fire Insurance Company 20052	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 423005667

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:			0195333	6/15/2024	6/15/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Retention per Occ \$ 10,000
D	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			73APB008888	6/15/2024	6/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	499466 WC539S320110	1/1/2025 1/1/2025	1/1/2026 1/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			0195333	6/15/2024	6/15/2025	\$1,000,000 Occurrence \$2,000,000 Aggregate \$10,000 Retention per Occurrence

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

Certificate Holder Includes: City of Spokane, the City, its officers and employees.

Certificate Holder and all other parties required by the contract are included as Additional Insured on the General Liability Policy, if required by written contract or agreement, subject to the policy terms and conditions.

CERTIFICATE HOLDER**CANCELLATION**

City of Spokane
 Director of Admin Services, 7th Fl, City Hall
 808 W Spokane Falls Blvd
 Spokane WA 99201-3304

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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - PRIMARY AND NONCONTRIBUTORY -
AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN CONTRACT OR
AGREEMENT
(Including Completed Operations)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Date:

A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization 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:

1. Your acts or omissions, or the acts or omissions of those acting on your behalf in the performance of your ongoing operations for the additional insured; or
2. "Your work" and included in the "products-completed operations hazard".

but only for "occurrences" or coverages not otherwise excluded in the Coverage Part to which this endorsement applies.

However the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. Status as an additional insured for the person or organization to which this endorsement applies commences during the policy period and after such written contract or agreement has been executed.

C. With respect to the insurance afforded to the additional insured, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage", "personal and advertising injury" or medical payments arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. 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 architectural, engineering, or surveying services.

2. "Bodily injury" or "property damage" included in the "products-completed operations hazard" and arising out of "your work" that was completed by or on behalf of any insured prior to the date shown in the Schedule of this endorsement.

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

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

E. The following condition is added to 4.a. of **Other Insurance of **Section IV - Commercial General Liability Conditions:****

If required in a written contract, the Coverage Part to which this endorsement applies is primary and noncontributory in the event of an "occurrence" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf that:

1. Occurs while performing ongoing operations for the additional insured, or
2. Is included in the "products-completed operations hazard" and arises out of "your work" that was completed by or on behalf of any insured after the date shown in the Schedule of this endorsement.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE EXTENSION - SECURITY AND PATROL AGENCY PROFESSIONAL LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to 1.a. Insuring Agreement of Section I - Coverage A - Bodily Injury And Property Damage Liability:

We will also pay those sums that the insured becomes legally obligated to pay as damages because of the rendering of or failure to render "professional services" in providing "security and patrol agency services".

B. With respect to the coverage provided by this endorsement, the following exclusions are added to 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Coverage B - Personal And Advertising Injury Liability and Coverage C - Medical Payments:

This insurance does not apply to "incidents" arising out of:

1. Any "professional services" other than those provided for "security and patrol agency services";
2. "Bodily injury", "property damage", "personal and advertising injury", or medical payments covered under the ISO Commercial General Liability Coverage Form, whether or not such coverage is valid and collectible.
However, this exclusion does not apply to "bodily injury" or "property damage" arising out of a negligent act, error, or omission in the rendering of or failure to render "professional services" in providing "security patrol and agency services";
3. Dogs or any other animals, unless scheduled in the Declarations or added to the policy by endorsement;
4. Any product, of which the use or sale is prohibited under any Federal, State, or Municipal law or regulation;
5. The conduct of any business enterprise owned, controlled, operated, or managed by any insured, either individually or in a fiduciary capacity, including the ownership, maintenance, or use of any property other than in connection with the "professional services" in providing "security and patrol agency services";
6. Any insured's activities as an "executive officer" or director of any corporation, company, or business other than those covered by this policy;
7. Any dishonest, fraudulent, malicious, willful, or knowingly wrongful act, error, or omission committed by any insured or any person for whom any insured is legally responsible;
8. Services rendered while under the influence of intoxicants or drugs;
9. Any dispute over fees or charges for services;
10. Any personal profit or advantage;
11. Actual or alleged commingling of, or the inability or failure to pay, collect, or safeguard funds;
12. The failure or omission of any insured to provide, effect, or maintain any insurance or bond;
13. The bankruptcy or insolvency of any person, firm, or organization;
14. The breach of any expressed or implied warranty or guarantee, or breach of contract with respect to any agreement to perform "professional services" for a specified fee;
15. The promoting, syndicating, offering, or selling of any interest in a limited partnership;
16. Any insured's unauthorized use of confidential, privileged, or non-public material or information for any purpose;
17. Any violation or alleged violation of the Securities Act of 1933 as amended or the Securities Exchange Act of 1934 as amended, or any state Blue Sky or securities law, or similar state or federal statute and any regulation or order issued pursuant to any of the foregoing statutes;

18. Allegations made against any insured under federal or state law:
 - a. Relating to the filing of a Registration Statement with the United States Securities and Exchange Commission, or the offer or sale by means of a prospectus of any security with respect to which a registration statement has been filed including, but not limited to, any claim asserting that such registration statement of prospectus contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading; or
 - b. Relating to any underwriting agreement for the offer or sale of any security;
 19. Any violation or alleged violation of the Organized Crime Control Act of 1970 (commonly known as Racketeer Influenced and Corrupt Organizations Act or RICO), as amended, or any regulation promulgated thereunder or any similar state, federal, or local law similar to the foregoing, whether such law is statutory, regulatory, or common law;
 20. Any insured's activities as:
 - a. An "executive officer", director, partner, trustee, or "employee" of a pension, welfare, profit sharing, mutual or investment fund or trust, or any related financial concerns;
 - b. A public official, an "employee" of a governmental entity, subdivision, or agency, or an arbitrator;
 - c. A fiduciary under the Employee Retirement Income Security Act (ERISA) of 1974 and any amendments thereof or orders issued pursuant thereto; or
 - d. A fiduciary under any "employee" benefit plan;
 21. The development, manufacture, sale, loan, or lease of any product, process, technique, or equipment;
 22. Unfair competition, including statutory and common law claims;
 23. Violation of antitrust laws;
 24. Any liability arising directly or indirectly out of the infringement, use, or violation of another's "intellectual property rights"; or
 25. Any liability arising out of future royalties or profits, restitution, disgorgement of profits by any insured, or the costs of complying with orders granting injunctive or equitable relief.
- C. With respect to the coverage provided by this endorsement, **2.a.(1)(d)** under **Section II - Who Is An Insured** is **replaced** by the following:
- However, none of these "employees" or "volunteer workers" are insureds for:
- (1) "Bodily injury" or "personal and advertising injury":
 - (d) Arising out of his or her providing of or failure to provide "professional services". However, this exclusion does not apply to "professional services" provided in connection with the operations of your business in providing "security and patrol agency services" and not excluded in **B.** of this endorsement.
- D. With respect to the coverage provided by this endorsement, the following definitions are **added** to the **Definitions** section:
1. "Incident" means any actual or alleged breach of duty, neglect, misstatement, misleading statement, negligent act, error, or omission arising out of the rendering of or failure to render "professional services" that is committed by:
 - a. Any insured; or
 - b. Any person for whom the insured is legally responsible.
 2. "Intellectual property rights" means exclusive rights pertaining to the creations of the mind, both artistic and commercial, that have potential commercial value and may have a right to protection. "Intellectual property rights" include, but are not limited to, copyrights, domain names, industrial design rights, patents, trademarks, trade dress, trade names, or trade secrets.
 3. "Professional services" means only those services of a professional nature provided in the conduct of your business, including office functions associated with such services, by any insured or by any person for whose acts, errors, or omissions any insured is legally responsible.
 4. "Security and patrol agency services" means:
 - a. The preparation, approval, evaluation, consultation, advice, or opinions on reports, surveys, orders, change orders, designs, or specifications;

- b.** Supervision, inspection, or quality control activities performed as part of any related security and patrol agency activities; or
- c.** Supervision, inspection, or quality control activities performed as part of such reports, surveys, orders, change orders, designs, or specifications.

All other terms and conditions of this policy remain unchanged.

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 02/03/2025**Committee Agenda type:** Consent**Council Meeting Date:** 02/24/2025

Date Rec'd		1/30/2025	
Clerk's File #		OPR 2021-0257	
Cross Ref #			
Project #			
Submitting Dept	FIRE	Bid #	CR 27203
Contact Name/Phone	JULIE O'BERG (509)625-7001	Requisition #	
Contact E-Mail	JOBERG@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	ZZAPPONE BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	Grant Related? NO	Public Works? NO	
Agenda Item Name	INFOR CAD SOFTWARE RENEWAL		

Agenda Wording

Contract Renewal with Infor Public Sector, Inc. to provide annual contract maintenance of the Fire Computer Aided Dispatch System.

Summary (Background)

Yearly CAD Maintenance Contract - CAD (Computer Aided Dispatch) Maintenance Agreement - This contract is with Infor Public Sector of Tampa, Florida for the annual contract maintenance of the Fire CAD system. This contract covers maintenance fees and non-Microsoft software licenses. Contract period is for May 1, 2025 through April 30, 2026. Annual cost of \$99,545.35, of which \$11,782.57 Spokane Fire is responsible and remaining balance will most likely be reimbursed by Spokane Regional Emergency Communications (SREC) on a pro-rated basis from 05/01/2025-12/31/2025 if everything remains current. This contract renewal is for one year. A five year sole source resolution was established under RES 2021-0032.

What impacts would the proposal have on historically excluded communities?

Not applicable

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?

Not applicable

Council Subcommittee Review

Fiscal Impact			
Approved in Current Year Budget?	YES		
Total Cost	\$ 104,712.22		
Current Year Cost	\$ 104,712.22		
Subsequent Year(s) Cost	\$ -0-		
<u>Narrative</u>			
If SREC breaks ties with the City on Jan 1, 2026, they will owe the City approximately \$54,208.96 for services from May 1 to Dec 31, 2025. If SREC continues to provide services to the City for this contract period they will owe the City \$92,929.65.			
Amount			
Budget Account			
Expense \$ 92,929.65	# 1970-35210-28200-54820-99999		
Expense \$ 11,782.57	# 1970-35142-22100-54820-99999		
Select \$	#		
Select \$	#		
Select \$	#		
Select \$	#		
Funding Source One-Time			
Funding Source Type Program Revenue			
Is this funding source sustainable for future years, months, etc?			
Expense Occurrence	One-Time		
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals			
Additional Approvals			
Dept Head	DAHL, LANCE	PS EXEC REVIEW	YATES, MAGGIE
Division Director	O'BERG, JULIE	PURCHASING	NECHANICKY, JASON
Accounting Manager	SCHMITT, KEVIN		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		
Distribution List			
Shawna Wagner (signer) shawna.wagner@infor.com		Scott Campbell scampbell@spokanecity.org	
Fire Accounting fireaccounting@spokanecity.org		Kevin Schmitt kschnitt@spokanecity.org	
Julie O'Berg joberg@spokanecity.org			



380 St. Peter Street
St. Paul, MN 55102
651-767-7000
infor.com

**AMENDMENT DOCUMENT NO. 103-S030301
ATTACHMENT A-26**

The Agreement for Systems and Services Number 103-S030301, signed May 6, 2003 between **Infor Public Sector, Inc.** (“Infor”) and **Spokane Fire Department** (“Customer”) shall be amended as follows:

- 1. The second sentence of Section 2(b) shall be deleted in its entirety and replaced with the following:

"This Agreement shall be for the term, commencing May 1, 2025 and terminating April 30, 2026. It shall be the responsibility of the Spokane Fire Department to renew this agreement on an annual basis. A newly executed Amendment Document with annual payment must be executed and delivered to Infor prior to May 1 of each year in order to prevent the interruption of standard and emergency services as provided within this Agreement."

- 2. The Agreement shall be amended in accordance with the terms set out herein. All other terms and conditions of said Agreement shall remain the same. To the extent of any conflict, inconsistency or incongruity between the provisions of this Addendum Number A-26 and the provisions of the Agreement, the provisions of this Addendum shall govern and control.

**Accepted by
Spokane Fire Department:**

**Accepted by
Infor Public Sector, Inc.:**

Authorized Signature

Authorized Signature

Print Name/Title

Print Name/Title

Date

Date

Approved as to form:

Assistant City Attorney



< **Business Lookup**

License Information:

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

Entity name: INFOR PUBLIC SECTOR, INC.

Business name: INFOR PUBLIC SECTOR, INC.

Entity type: [Profit Corporation](#)

UBI #: 602-085-270

Business ID: 001

Location ID: 0002

Location: Active

Location address: 13560 MORRIS RD STE 4100
ALPHARETTA GA 30004-8995

Mailing address: 13560 MORRIS RD STE 4100
ALPHARETTA GA 30004-8995



Excise tax and reseller permit status:

[Click here](#)

Secretary of State information:

[Click here](#)

Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Bellingham General Business	033040			Active		Nov-15-2005
Kirkland General Business - Non-Resident	OBL28029			Active	Mar-31-2025	Feb-04-2019
Spokane General Business - Non-Resident				Active	Mar-31-2025	Feb-14-2014

Owners and officers on file with the Department of Revenue

Owners and officers	Title
FLAMINI, MATTHEW	
HYLTON, ANDRE P	
PRITCHARD, LINDSAY	
SAMUELSON, KEVIN	



[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time:
1/23/2025 9:56:57 AM

Contact us

How are we doing?

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Don't see what you expected?

Check if your browser is supported





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/01/2024

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.

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PRODUCER MARSH RISK & INSURANCE SERVICES FOUR EMBARCADERO CENTER, SUITE 1100 CALIFORNIA LICENSE NO. 0437153 SAN FRANCISCO, CA 94111 CN102555145-Koch-GAWUC-24-25	CONTACT NAME: PHONE (A/C. No. Ext):		FAX (A/C. No):
	E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A : Old Republic Insurance Company			24147
INSURER B :			
INSURER C :			
INSURER D :			
INSURER E :			
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

SEA-003814989-05

REVISION NUMBER: 1

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:			MWZY 315812 24	12/01/2024	12/01/2025	EACH OCCURRENCE	\$ 5,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 5,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 5,000,000
							GENERAL AGGREGATE	\$ 5,000,000
							PRODUCTS - COMP/OP AGG	\$ 5,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			MWTB 315811 24	12/01/2024	12/01/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			MWC 314306 24	12/01/2024	12/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Crime			MWML 315899 24	12/01/2024	12/01/2025	Limit, per Loss	1,000,000

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

Evidence of coverage

CERTIFICATE HOLDER

City of Spokane
 Spokane Fire Department
 44 West Riverside
 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

Marsh Risk & Insurance Services

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Invoice	Invoice Date	Due Date
P - 8685-US06A	01/23/2025	04/30/2025

Invoice

Bill to: Spokane Fire Department
 44 West Riverside
 SPOKANE, WA 99201
 USA
 Attn: Kyle Haugen

Deliver To: Spokane Fire Department
 44 West Riverside
 Spokane, WA 99201
 USA
 Attn: License Site

Customer No.	Tax Reg. No.	Customer PO No.	Currency
103			USD Maintenance Renewal

Description	Location	Type	QTY	Users	Start Date	End Date	Amount
E911/911 Interface	Spokane	PROD	1	1	05/01/2025	04/30/2026	4,107.96
Paging Interface	Spokane	PROD	1	1	05/01/2025	04/30/2026	4,791.46
Encoder Interface	Spokane	PROD	1	1	05/01/2025	04/30/2026	4,837.12
Medical ProQA Interface	Spokane	PROD	1	1	05/01/2025	04/30/2026	5,750.81
DF/AD Interface	Spokane	PROD	1	1	05/01/2025	04/30/2026	3,651.12
AVL w/Unit Recommendation Interface	Spokane	PROD	1	1	05/01/2025	04/30/2026	14,239.08
Locution Interface	Spokane	PROD	1	1	05/01/2025	04/30/2026	1,808.72
FireHouse Interface	Spokane	PROD	1	1	05/01/2025	04/30/2026	1,421.23
EnRoute CAD (COF # 103-1108180737)	Spokane	PROD	1	1	05/01/2025	04/30/2026	11,827.19
EnRoute CAD Seats	Spokane	PROD	1	8	05/01/2025	04/30/2026	9,461.73
EnRoute CAD Seats	Spokane	PROD	1	4	05/01/2025	04/30/2026	5,502.50
800 MHZ-PTT-SIMMS Interface	Spokane	PROD	1	1	05/01/2025	04/30/2026	6,880.28
CAD to Foreign CAD Interface	Spokane	PROD	1	1	05/01/2025	04/30/2026	4,429.09
EnRoute Mobile Client	Spokane	PROD	1	40	05/01/2025	04/30/2026	9,616.64
EnRoute CAD Seats Bundle	Spokane	PROD	1	2	05/01/2025	04/30/2026	0.00



Invoice	Invoice Date	Due Date
P - 8685-US06A	01/23/2025	04/30/2025

Invoice

Description	Location	Type	QTY	Users	Start Date	End Date	Amount
CAD Seat Lite	Spokane	PROD	1	2	05/01/2025	04/30/2026	2,407.15
EnRoute CAD Seats Only	Spokane	PROD	1	2	05/01/2025	04/30/2026	267.46
US Digital Fire Station Alerting Interface	Spokane	PROD	1	1	05/01/2025	04/30/2026	3,873.66
EnRoute Mobile Client	Spokane	PROD	1	4	05/01/2025	04/30/2026	791.01
EnRoute Mobile Client	Spokane	PROD	1	4	12/04/2025	04/30/2026	402.05
TAX(Type RE - WA)							8,645.96

For renewal questions, please contact Shawwna Wagner, Subscription Services Manager
 Phone: +14704815238
 Email: Shawwna.Wagner@infor.com

Remit to:

Infor Public Sector, Inc.
 P.O. Box 854213
 Minneapolis, MN 55485-4213
 USA
 Cash.Applications@infor.com
 EFT: Wells Fargo Bank
 ABA #: 121000248
 Account #: 4121484505

Please pay invoice by due date to avoid interruptions in support.

Net	Tax	Total:
96,066.26	8,645.96	104,712.22

Payment Terms: See Due Date.

Special Instructions: For questions, please contact at 678-319-8000 or email Infor.Collections@Infor.com

Invoice Total: USD 104,712.22

13560 Morris Rd - Ste 4100 Alpharetta, GA 30004 USA
 678-319-8000 Federal Tax ID. # 94-2913642

Failure to pay renewal fees when due will affect your continued support coverage and will incur additional fees
 Please refer to <http://www.infor.com/support/reinstatement-policy/> for further details

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 02/03/2025**Committee Agenda type:** Consent**Council Meeting Date:** 02/24/2025

		Date Rec'd	1/29/2025
		Clerk's File #	OPR 2025-0125
		Cross Ref #	RES 2025-0012
		Project #	
Submitting Dept	POLICE	Bid #	
Contact Name/Phone	JULIE O'BERG 7001	Requisition #	CR 27201
Contact E-Mail	JOBERG@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	ZZAPPONE BWILKERSON		
Sponsoring at Administrators Request	NO		
Lease? NO	Grant Related? NO	Public Works? NO	
Agenda Item Name	0680 - READY REBOUND SERVICES FOR PUBLIC SAFETY		

Agenda Wording

2025 renewal with Ready Rebound for orthopedic injury treatment services for Spokane Fire and Police personnel. (New contract)

Summary (Background)

Ready Rebound creates integrated, comprehensive and personalized health and performance programs for SFD and SPD members following injuries. The program targets recovery and provides resources and initiatives that support an improved process of management and prevention of injury. The single source service solutions help reduce injury related costs and streamline the management of injury treatment and rehabilitation. Contract will provide injury treatment services to both Police and Fire department personnel. Agreement term January 1, 2025 to December 31, 2025.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

Fiscal Impact			
Approved in Current Year Budget? YES			
Total Cost	\$ 181,775		
Current Year Cost	\$ 181,775		
Subsequent Year(s) Cost	\$ 0		
<u>Narrative</u>			
One-year agreement with \$84,975 from FD and \$96,800 from PD.			
Amount			
Budget Account			
Expense \$ 84,975	# 1970-35121-22200-54103-99999		
Expense \$ 96,800	# 0680-30210-21100-54103-99999		
Select \$	#		
Select \$	#		
Select \$	#		
Select \$	#		
Funding Source Recurring			
Funding Source Type Program Revenue			
Is this funding source sustainable for future years, months, etc?			
Expense Occurrence One-Time			
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals			
Additional Approvals			
Dept Head	MCNAB, MICHAEL	PS EXEC REVIEW	YATES, MAGGIE
Division Director	HALL, KEVIN	PURCHASING	NECHANICKY, JASON
Accounting Manager	BAIRD, CHRISTI		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		
Distribution List			
	Kevin Schmitt kschmitt@spokanecity.org		
Kevin Hall khall@spokanepolice.org	Julie O'Berg joberg@spokanecity.org		
Matt Cowles mcowles@spokanepolice.org	Tom Williams tmwilliams@spokanecity.org		
SPDFinance@spokanecity.org			



City of Spokane

PERSONAL SERVICE AGREEMENT

Title: **TREATMENT FOR ORTHOPEDIC INJURIES FOR SPOKANE POLICE AND FIRE DEPARTMENTS**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **READY REBOUND, INC.**, PO Box 8282, Carol Stream, Illinois 60197-8282 as (“Company”), individually hereafter referenced as a “party”, and together as the “parties”.

The parties agree as follows:

1. PERFORMANCE.

The Company shall provide Orthopedic Injury Treatment Services for the Spokane Police Department and Spokane Fire Department pursuant to the Order Form dated December 18, 2024, attached as Exhibit B. Company has been deemed a Sole Source Provider. The Sole Source Justification Form is attached as Exhibit C. In the event of a conflict between the Company and this City Contract, the terms of this contract will control.

2. TERM OF AGREEMENT.

The term of this Agreement begins on January 1, 2025, and shall run through December 31, 2025, unless amended by written agreement or terminated earlier under the provisions.

3. COMPENSATION / PAYMENT.

Total compensation for Company’s services under this Agreement shall not exceed **ONE HUNDRED EIGHTY-ONE THOUSAND SEVEN HUNDRED SEVENTY-FIVE AND NO/100 DOLLARS (\$181,775.00)**, (\$84,975.00 FROM THE Spokane Fire Department; and \$96,800.00 from the Spokane Police Department), plus applicable sales tax, unless modified by a written amendment to this Agreement.

The Company shall submit its applications for payment to the proper City Department, City of Spokane Police Department, West 1100 Mallon Avenue, Spokane, Washington, 99260, Spokane Fire Department, Administration Office, 44 West Riverside Avenue, Spokane, Washington, 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

4. TAXES, FEES AND LICENSES.

A. Company shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Company’s sole responsibility to monitor and determine

changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

5. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Company shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov 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 Title 48 RCW:

- A. **Worker's Compensation Insurance** in compliance with RCW 51, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.

- B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Company's services to be provided under this Agreement.
 - i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of \$2,000,000, in order to meet the insurance coverage limits required in this Agreement; and
- C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) 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) upon request by the City. 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 thirty (30) 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.

9. 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.

10. 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.

11. 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.

12. TERMINATION.

Either party may terminate this Agreement, with or without cause, by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Company for all work previously authorized and performed prior to the termination date.

13. STANDARD OF PERFORMANCE.

The standard of performance applicable to Company's services will be the degree of skill and diligence normally employed by professional Company 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 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).

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. 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.

READY REBOUND, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

- Exhibit A – Certification Regarding Debarment
- Exhibit B – Company’s Order Form dated December 18, 2024
- Exhibit C – Sole Source Justification Form

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 certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

4. 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



Ready Rebound, Inc.
 311 E. Chicago St.
 Suite 520
 Milwaukee, WI, 53202
 United States

Created On:	12/18/24
Order Form Expiration:	1/17/25
Subscription Start Date:	1/1/25
Subscription End Date:	12/31/25

For bill payments, please send checks to:
 Ready Rebound, Inc.
 PO Box 8282
 Carol Stream, IL 60197-8282

Prepared By:	Michelle Rivera on behalf of Marcus Laurinaitis
Email:	mlaurinaitis@readyrebound.com
Subscription Term:	1-year

Customer Information

Customer:	City of Spokane	Contact Name:	Michelle Loucks	Billing Contact:	Kim Claar
Bill To/Ship To:	808 W Spokane Falls Blvd. Spokane, WA 99201	Email:	dloucks@spokanepolice.org	Email:	eraspdacct@spokanepolice.org
		Phone:	509-625-4055		

Order Details

Billing Frequency: Annual **PO # If Required:**
Payment Terms: Net Thirty (30) Days

SUBSCRIPTION SERVICES:

Product / Service	Member Type	Paid Members	Price per Member per Year	Start Date	End Date	Annual Fee	
Ready Rebound Recover 24/7 access to licensed athletic trainers, individualized healthcare navigation and advocacy, and preferred access to medical providers. Sports medicine healthcare model for members and nuanced return-to-work communication for all stakeholders, including employers and medical providers. Service is available for all injury circumstances (including on-duty and off-duty) for paid members, their immediate family, and retirees.	Fire	309	\$ 275.00	1/1/25	12/31/25	\$84,975.00	
	Police	352	\$ 275.00	1/1/25	12/31/25	\$96,800.00	
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00

Annual Subscription Total: \$181,775.00

PROFESSIONAL SERVICES:

Professional Service	Amount	Date	Total Price
Implementation Establishment of provider partnerships, department training, and member onboarding. Exact implementation timelines will be confirmed with the Client administration during the Project Kickoff call.	\$ -	1/1/25	\$0.00

Professional Services Total: \$0.00

Billing Table:

Due Date	Amount Due
January 1, 2025	\$181,775.00

Order Form Legal Terms

This Order Form is entered into between Ready Rebound, Inc., with its principal place of business at 311 E. Chicago St., Suite 520, Milwaukee, WI 53202 ("Ready Rebound"), and you, the entity identified above ("Customer"), as of the Effective Date. This Order Form includes and incorporates the Master Subscription Agreement ("MSA") executed by the parties and attached, or if no such MSA is executed or attached, the MSA at <https://readyrebound.com/terms-and-conditions-102dn3> and any applicable Statement of Work ("SOW") incorporated herein in the event additional Professional Services are purchased. The Order Form, MSA and SOW shall hereafter be referred to as the "Agreement". Unless otherwise specified above, fees for the Subscription Services and Professional Services shall be due and payable, in advance, on the Effective Date. By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by, the MSA. Each party's acceptance of this Order Form is conditional upon the other's acceptance of the terms in the MSA to the exclusion of all other terms. This Order Form is executed by a duly authorized signatory. In addition the Parties agree to amend the MSA to include the following new section(s):

MSA link: <https://readyrebound.com/terms-and-conditions-102dn3>

Customer:	
Signature:	
Name	
Title	
Date	

Company:	Ready Rebound, Inc.
Signature:	
Name	
Title	
Date	

EXHIBIT C

BUSINESSOWNERS LIABILITY ENHANCEMENT
(INCLUDING BUSINESSOWNERS COMMON POLICY
CONDITIONS AMENDMENTS)

BUSINESSOWNERS
BP 72 47 09 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The sections of the above form identified in this endorsement will be amended as shown below. However, **if (a) two or more Coverage Parts of this policy, or (b) two or more forms or endorsements within the same Coverage Part** apply to a loss, only the broadest coverage of this policy will apply, unless specifically stated otherwise within the particular amendment covering that loss.

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

The following changes are made to **SECTION II — LIABILITY, A. Coverages, 1. Business Liability:**

A. SUPPLEMENTARY PAYMENTS

Sub-Paragraphs **1.(b)** and **1.(d)** of Paragraph **f. Coverage Extension — Supplementary Payments** are replaced by the following:

(b) Up to \$3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Business Liability Coverage for "bodily injury" applies. 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 \$1,000 a day because of time off from work.

B. EXCLUSIONS

The following changes are made under Paragraph **B. Exclusions:**

1. NON-OWNED AIRCRAFT

Exclusion **g. Aircraft, Auto Or Watercraft** does not apply to any aircraft, not owned or operated by any insured that is hired, chartered or loaned with a crew paid by a party other than an insured.

If the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess and subject to the Other Insurance provisions of this policy for Excess Insurance.

2. NON-OWNED WATERCRAFT

Paragraph **(2)** of Exclusion **g. Aircraft, Auto Or Watercraft** is replaced by the following:

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

(a) Less than 60 feet long; and

(b) Not being used to carry persons or property for a charge.

With respect to Paragraph **(a)** above, any person is an insured who uses or is responsible for the use of such watercraft with your expressed or implied consent.

If the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess and subject to the Other Insurance provisions of this policy for Excess Insurance.

3. PERSONAL AND ADVERTISING INJURY CONTRACTUAL EXCLUSION AMENDMENT

Sub-paragraph **(4)** of Exclusion **p. Personal And Advertising** is replaced by the following:

(4) For which the insured has assumed liability in a contract or agreement arising out of an "advertisement". This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;

4. DAMAGE TO PREMISES RENTED TO YOU

a. The last paragraph under Paragraph **1. Applicable to Business Liability Coverage** is replaced by the following:

00000FS 2552607 420

Exclusions **c., d., e., f., g., h., i., k., l., m., n. and o.** in **SECTION II — LIABILITY** do not apply to damage by fire, lightning, explosion or water release to premises rented to you or temporarily occupied by you with permission of the owner. A separate Damage To Premises Rented To You Limit of Insurance applies to this coverage as described in Paragraph **D., Liability And Medical Expenses Limits Of Insurance** in **SECTION II — LIABILITY.**

- b. Sub-paragraph **3.** of Paragraph **D., Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under Business Liability Coverage for damages because of "property damage" to a premises while rented to you or temporarily occupied by you with the permission of the owner is the Damage To Premises Rented To You limit shown in the Declarations. For a premises temporarily occupied by you, the applicable limit will be the highest Damage To Premises Rented To You limit shown in the Declarations.

- c. Sub-paragraph **a.** of Definition **9.** "Insured contract" in Paragraph **F. Liability And Medical Expenses Definitions** 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 or explosion to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

5. MEDICAL PAYMENTS FOR NON-FOR-PROFIT MEMBERS

Sub-paragraph **a.** of Paragraph **2. Applicable to Medical Expenses Coverage** is replaced by the following:

- a. To any insured, except "volunteer workers" and "not-for-profit members".

C. WHO IS AN INSURED

Subject to the **Primary And Non-Contributory Provision** set forth in this endorsement, Paragraph **C. Who Is An Insured** is amended to include as an additional insured:

1. BLANKET ADDITIONAL INSUREDS - AS REQUIRED BY CONTRACT

- a. **Owners, Lessees or Contractors / Architects, Engineers and Surveyors**

(1) Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and

(2) Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph (1) above:

Such person or organization 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:

- (a) Your acts or omissions; or
(b) The acts of omissions of those acting on your behalf;

in the performance of your ongoing operations performed for the additional insured in Paragraph 1., above.

However, 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 by or for you, including:

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

Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

A person or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph (1) above are completed.

b. Other Additional Insureds

Any of the following persons or organizations with whom you have agreed in a written contract, written agreement or written permit that such persons or organizations be added as an additional insured on your commercial general liability policy:

(1) Lessors of Leased Equipment

Any person or organization from whom you lease equipment, but only with respect to liability from "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 or organization.

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.

(2) Managers or Lessors of Premises

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

This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant in that premises.

(3) Mortgagees, Assignees or Receivers

Any person or organization with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of your premises.

This insurance does not apply to any "occurrence" which takes place after the mortgage is satisfied, or the assignment or receivership ends.

(4) Any Person or Organization Other Than A Joint Venture

Any person or organization (other than a joint venture of which you are a member), 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 of omissions of those acting on your behalf in the performance of your ongoing operations or in connection with property owned by you.

(5) State or Governmental Agency or Political Subdivision - Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision, but only with respect to:

- (a)** Operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization; or
- (b)** The following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:
 - (i)** The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes drive-ways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
 - (ii)** The construction, erection or removal of elevators; or
 - (iii)** The ownership, maintenance or use of any elevators covered by this insurance.

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" arising out of operations performed for the federal government, state or municipality; or
- (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to Paragraphs **b.(2)** through **b.(4)**, this insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury", "property damage" or "personal and advertising injury".

2. BROAD FORM VENDORS COVERAGE

Subject to the **Primary And Non-Contributory Provision** set forth in this endorsement, Paragraph **C. Who Is An Insured** is amended to include as an additional insured any person or organization (referred to below as vendor) for whom you have agreed in a written contract or written agreement to provide coverage as an additional insured under your policy. Such person or organization is an additional insured only with respect to "bodily injury" or "property damage" caused, in whole or in part, by "your products" which are distributed or sold in the regular course of a vendor's business, but the insurance afforded the vendor does not apply to:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a written contract or written agreement; but this exclusion does not apply to liability for damages that the vendor would have in the absence of the written contract or written agreement;
- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in the product made intentionally by the vendor;

- d. Repackaging, unless 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 sale of the product; or
- f. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, or part of an ingredient of any other thing or substance by or for the vendor; but 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.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury" or "property damage".

3. NOT-FOR-PROFIT ORGANIZATION MEMBERS AS ADDITIONAL INSURED

If you are an organization other than a partnership, joint venture or a limited liability company and you are a not for profit organization, **Who Is An Insured** is amended to include as additional insureds your officials, trustees, board members, insurance managers and "not-for-profit members" but only with respect to their liability for your activities or activities they perform on your behalf.

4. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, 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. This coverage does not apply if the newly formed or acquired organization's coverage is excluded either by the provisions of this Policy or by endorsement; and
- c. This coverage does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- d. This coverage does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization. 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 Named Insured in the Declarations.

D. INCIDENTAL MALPRACTICE

Sub-paragraph **2.a.(1)(d)** of Paragraph **C. Who Is An Insured** is replaced by the following:

- (d) Arising out of his or her providing or failing to provide professional health care services. This does not apply to nurses, emergency medical technicians or paramedics if you are not in the business or occupation of providing any such professional services. This also does not apply to "bodily injury" caused by cardiopulmonary resuscitation or first aid services administered by a co-"employee".

E. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Paragraphs **a.** and **b.** of Paragraph **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**, Condition **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** will not apply until after the "occurrence", or offense, or claim or "suit" is known to:

- (a) You, if you are an individual;
- (b) A partner, if you are a partnership;
- (c) An executive officer or insurance manager, if you are a corporation;
- (d) Your members, managers or insurance manager, if you are a limited liability company; or
- (e) Your elected or appointed officials, trustees, board members or your insurance manager if you are an organization other than a partnership, joint venture or limited liability company.

F. DEFINITIONS

Paragraph **F. Liability And Medical Expenses Definitions** is amended as follows:

1. MENTAL ANGUISH

(This provision does not apply in New York.)

Definition **3.** is replaced by the following:

- 3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at any time. (In New York, mental anguish has been determined to be "bodily injury.")

2. TEMPORARY WORKERS AS EMPLOYEES

Definition **5.** is replaced by the following:

- 5. "Employee" includes a "leased worker" and a "temporary worker".

3. MOBILE EQUIPMENT

(This provision does not apply in the states of New York or Virginia.)

Paragraph **f.(1)** of Definition **12.** does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

4. DISCRIMINATION

(This provision does not apply in New York.)

A. The following is added to Definition **14.:**

"Personal and advertising injury" also means "discrimination" that results in injury to the feelings or reputation of a natural person, however only if such "discrimination" is:

- a. Not done by or at the direction of:
 - (1) The insured; or
 - (2) Anyone considered an insured under Paragraph **C. Who Is An Insured;**
- b. Not done intentionally to cause harm to another person.
- c. Not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.
- d. Not arising out of any "advertisement" by the insured.

B. The following definition is added:

"Discrimination" means:

- a. Any act or conduct that would be considered discrimination under any applicable federal, state, or local statute, ordinance or law;

- b. Any act or conduct that results in disparate treatment of, or has disparate impact on, a person, because of that person's race, religion, gender, sexual orientation, age, disability or physical impairment; or
 - c. Any act or conduct characterized or interpreted as discrimination by a person based on that person's race, religion, gender, sexual orientation, age, disability or physical impairment.
- It does not include acts or conduct characterized or interpreted as sexual intimidation or sexual harassment, or intimidation or harassment based on a person's gender.

This provision does not apply if "personal and advertising injury" coverage is excluded either by the provisions of this policy or by endorsement.

5. NOT FOR PROFIT MEMBERS

The following definition is added:

"Not for profit members" means a person(s) who is a member of a not for profit organization, including clubs and civic organizations who receive no financial or other compensation.

G. SECTION III — BUSINESSOWNERS COMMON POLICY CONDITIONS — Amendments

1. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

The following is added to Paragraph **C. Concealment, Misrepresentation Or Fraud**:

However, if you should unintentionally fail to disclose any existing hazards in your representations to us at the inception date of the policy or during the policy period in connection with any additional hazards, we shall not deny coverage under this policy based upon such failure.

- 2. Paragraph **G. Liberalization** is replaced by the following:

G. LIBERALIZATION

If we revise this Coverage Form to provide more coverage without additional premium charge, subject to our filed company rules, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

3. Primary and Non-Contributory Provision

The following is added to Paragraph 2. of Condition **H. Other Insurance**:

- c. This insurance is primary to and we will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

4. The following is added to Paragraph 2. of Condition K. Transfer Of Rights Of Recovery Against Others To Us:

We will waive any right of recovery we may have against a person or organization because of payments we make for "bodily injury" or "property damage" arising out of your ongoing operations or "your work" done under a written contract or written agreement and included in the "products-completed operations hazard", if:

- 1. You have agreed to waive any right of recovery against that person or organization in a written contract or written agreement;
- 2. Such person or organization is an additional insured on your policy; or
- 3. You have assumed the liability of that person or organization in that same contract, and it is an "insured contract."

This amendment only applies to that person or organization identified above, and only if the "bodily injury" or "property damage" occurs subsequent to the execution of the written contract or written agreement.

Coe, Melanie

From: Haugen, Kyle
Sent: Wednesday, April 24, 2024 7:58 AM
To: Clerks - City of Spokane
Subject: FW: Updated COI
Attachments: 2024-25 COI Master - City of Spokane.pdf

Hi,

This COI should be filed with OPR 2021-0480. This contract recently went up for renewal and I believe is pending signatures...

Best Regards,

Kyle Haugen | Senior Accountant | 509.625.7156
City of Spokane Fire Department, Accounting



Emails and attachments sent to or from the City, including personal information, are presumptively public records that are subject to disclosure. - Chapter 42.56 RCW

From: James Mastrocola <jmastrocola@readyrebound.com>
Sent: Wednesday, April 24, 2024 5:42 AM
To: Haugen, Kyle <khaugen@spokanecity.org>
Subject: Updated COI

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Kyle,

Here is an updated COI.

Jim Mastrocola
Xperience Executive
Mobile: 414 520 6938 *New Number*
New Email: jmastrocola@readyrebound.com
www.readyrebound.com



This email and its attachments may contain privileged and confidential information and/or protected health information intended solely for the use of the recipient(s) named above. If you are not the recipient, or the employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any review, dissemination, distribution, printing or copying of this email message and/or any attachments is strictly prohibited. If you have received this transmission in error, please permanently delete this email and any attachments.



< Business Lookup

License Information:

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

Entity name: READY REBOUND, INC.

Business name: READY REBOUND, INC.

Entity type: Profit Corporation

UBI #: 604-855-332

Business ID: 001

Location ID: 0001

Location: Active

Location address: 311 E CHICAGO STREET
SUITE 500
OFC
MILWAUKEE WI 53202-5896

Mailing address: 311 E. CHICAGO STREET
SUITE 500



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

Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Kirkland General Business - Non-Resident				Active	Jan-31-2026	Feb-24-2023
Poulsbo General Business - Non-Resident				Active	Jan-31-2026	Apr-06-2022
Puyallup General Business - Non-Resident				Active	Jan-31-2026	Mar-25-2022
Spokane General Business - Non-Resident				Active	Jan-31-2026	Feb-06-2023
Tumwater General Business - Non-Resident	R-018219			Active	Jan-31-2026	Feb-23-2023
Vancouver General Business - Non-Resident				Active	Jan-31-2026	Aug-30-2023



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

Governing people

Title

REEVES, DAVID

Registered Trade Names

Registered trade names

Status

First issued

READY REBOUND, INC.

Active

Feb-15-2024

The Business Lookup information is updated nightly. Search date and time: 1/6/2025 7:08:09 AM

Contact us

How are we doing?

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**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 01/27/2025**Committee Agenda type:** Consent**Date Rec'd**

1/21/2025

Clerk's File #

OPR 2021-0202

Cross Ref #**Project #****Council Meeting Date:** 02/24/2025**Submitting Dept**

INFORMATION TECHNOLOGY

Bid #**Contact Name/Phone**

PEGGY LUND (509)625-6954

Requisition #**Contact E-Mail**

KLUND@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

PDILLON MCATHCART

Sponsoring at Administrators Request

NO

Lease? NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

5300 QUESTICA ANNUAL SOFTWARE SUBSCRIPTION & SUPPORT

Agenda Wording

Contract Renewal and Amendment with Questica for Subscription and Support of the Financial Planning & Management System. Term is March 22, 2025 - March 21, 2026. Contract amount is \$210,581.29. There is an additional \$18,197.65 increase from the contractual 2025 amount of \$192,383.64. This increase is due to the purchase of a new BudgetBook and professional services for implementation.

Summary (Background)

Questica, LTD, is the City's Financial Planning and Budgeting system. Questica is the only supplier for support of this system. Contract utilized Interlocal with Thurston County for the purchase. 2025 contract amount is \$210,581.29. 2024 contract amount was \$186,780.25. The increase is 3% per the contract cap plus the addition of a new BudgetBook and associated implementation costs.

What impacts would the proposal have on historically excluded communities?

N/A Software Application

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 Software Application

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

N/A Software Application

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

This service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service for our Financial and Budgeting system.

Council Subcommittee Review

N/A

Fiscal Impact	
Approved in Current Year Budget? YES	
Total Cost	\$ 210,581.29
Current Year Cost	\$ 210,581.29
Subsequent Year(s) Cost	\$
<u>Narrative</u>	
This request is for software subscription and support which is contractually required by the software vendor. This also includes an amendment to the contract to replacement and implementation a new BudgetBook module within the system.	
Amount	
Budget Account	
Expense \$ 192,383.64	# 5300-73300-18850-54214
Expense \$ 18,197.65	# 0410-34100-14230-54820
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Funding Source N/A	
Funding Source Type Select	
Is this funding source sustainable for future years, months, etc?	
Expense Occurrence N/A	
Other budget impacts (revenue generating, match requirements, etc.)	
Approvals	
Additional Approvals	
Dept Head	MARTINEZ, LAZ
Division Director	
Accounting Manager	BAIRD, CHRISTI
Legal	HARRINGTON,
For the Mayor	PICCOLO, MIKE
Distribution List	
Brian Haney - brian.haney@eunasolutions.com	Accounting - ywang@spokanecity.org
Contract Accounting - ddaniels@spokanecity.org	Legal - mharrington@spokanecity.org
Purchasing - cwahl@spokanecity.org	IT - itadmin@spokanecity.org
Tax & Licenses	Peggy Lund - klund@spokanecity.org



CITY OF SPOKANE
CONTRACT RENEWAL AND AMENDMENT
Title: **BUDGET SOFTWARE SUBSCRIPTION**

This Contract Renewal-Amendment is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **QUESTICA LTD.**, whose address is 385 East Colorado Boulevard, #260, Pasadena, California 91101 as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Company agreed to provide City Budget Software Subscription Services, in accordance with Company's Software Subscription Agreement and its Service Level Metrics; and

WHEREAS, a change or revision of the Work has been requested, and

WHEREAS, the original Contract needs to be formally renewed and Amended by this written Contract Renewal-Amendment document.

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

1. CONTRACT DOCUMENTS.

The Contract, dated March 31, 2021 and April 1, 2021, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE TERM.

This Contract Renewal-Amendment shall become effective on March 22, 2025, and run through March 21, 2026.

3. AMENDMENT.

The City requested a change in a Budget Book Studio module pursuant to Order Form No. 121324 v1.

4. COMPENSATION.

The City shall pay an estimated maximum annual cost not to exceed **ONE HUNDRED SIXTY THOUSAND FIVE HUNDRED FIFTY-EIGHT AND 22/100 DOLLARS (\$160,558.22)**, for the renewal; and **THIRTY-TWO THOUSAND SIX HUNDRED THIRTY-FIVE AND 62/100 DOLLARS (\$32,635.62)** for Professional Services to Implement the New Module, for a total of **ONE HUNDRED NINETY-THREE THOUSAND ONE HUNDRED NINETY-THREE AND 84/100 DOLLARS (\$193,193.84)** plus tax, the everything furnished and done under this Contract Renewal-Amendment in accordance with the attached Questica's Invoice Nos.

COS20241128Rev2 and 121324 v1. This is the maximum amount to be paid under this Renewal-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 Renewal-Amendment document.

5. DEBARMENT AND SUSPENSION.

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

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

QUESTICA LTD.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Attachment A - Certificate of Debarment
Questica Invoices Invoice Nos. COS20241128Rev2 and 121324 v1

ATTACHMENT A

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

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. 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)



Questica

A Euna Solutions Brand

Price Quote - Maintenance

Prepared for

Peggy Lund
City of Spokane

By

Michael Woods
Questica Ltd.

January 3rd, 2025

Questica Budget Price Quote

Quotation ID#: COS20241128Rev 2 January 3rd 2025

Requirement:

The City of Spokane has requested a maintenance quote for their upcoming Questica subscription term.

Description:

The City of Spokane has requested a maintenance quote for their final year of their original Questica contract, for the period of March 22 2025 to March 21 2026. Per the terms of the contract, a 3% increase has been applied.

Fixed Price Items

Renewal	Amount	Start	End
Questica Maintenance w/ OpenBook	\$144,353.48	22-Mar-25	21-Mar-26
BudgetBook (Caseware)	\$16,204.74	22-Mar-25	25-Sept-25
TOTAL	\$160,558.22		

Pricing Notes

Quotation ID#: COS20241128

Rev 2 January 3rd 2025

- Pricing valid through: March 30 2025
- Above pricing in US dollars
- Applicable Taxes Extra
- Work required by: March 30 2025



General Terms and Conditions

ID: COS20241128 **December 2, 2024**

General Terms and Information:

Terms of Service: The services and any related software are provided under the original license and/or service and/or subscription agreement which is hereby deemed to be fully incorporated into this Quotation.

Taxes: The pricing on this Quotation is exclusive of all sales, use or other taxes, customs duties and similar levies, if any, payable in or to any jurisdiction or authority whatsoever. Such taxes (other than the taxes on the net income of Questica) shall be the responsibility of the Customer.

Payment: Payment is required in the currency noted. Unless detailed otherwise in this Quotation, terms are net-30 days from the later of a) the date of receipt of invoice, or b) the invoice date.

Customer Responsibility: Efforts detailed in this Quotation are presented as a solution to a business issue you have described to us. It is based on our understanding of the business issue and may or may not address all of your concerns. It is your responsibility to review and understand this solution, what it includes and what it does not, and ensure it is suitable for your needs.

Acceptance of Custom Work: This Quotation may include the scoping, designing and development of product customization, custom reporting, data import services or technical assistance as detailed in this Quotation and/or in an attached scope of work. Within fifteen (15) business days from the completion and delivery of each individual custom work, the Customer/Licensee shall, in its sole discretion, review the product customization and notify Questica whether it finds the customization satisfactory or unsatisfactory. If it is determined that the customization is unsatisfactory, then it shall state in writing the reasons for its determination, including identifying any nonconformance with the Licensee's specifications or expectations. Questica will promptly correct the deficiencies and reinstall the customization, and the approval procedure shall be reapplied until Licensee finally declares the customization satisfactory. In the absence of a written response within 15 business days after the delivery of the customization or once the Licensee has declared the customization satisfactory, the customization shall be considered 'accepted'.

Limited Warranty: Questica provides a limited warranty on custom reporting and product customizations for a period of six months from the 'Acceptance' of the report or customization. Only modifications to support upgrades of Questica within this six-month period are included in this Limited Warranty. Enhancements or modifications outside the scope of the accepted specification, scope of work, or authorized change requests are not warranted.

Consulting, Training or Implementation Time Invoicing: Only activities approved in an approved scope of work shall be invoiced. A mutually determined change control mechanism will be used to accommodate modifications to the scope of work.

Travel Costs: Unless noted otherwise, this Quotation does not include any travel, lodging, or on-site expenses. If such travel is required and subsequently authorized, Questica's standard travel and per diem rates shall apply. Air travel, rental car (with associated fuel, parking, and insurance costs), and lodging costs shall be reimbursed at cost. Questica is not responsible for unpredictable (including commercial airline travel) delays which may increase travel cost.

Acceptance

Quotation ID#: COS20241128Rev 2 January 3rd 2025

Authorized Signature: _____

Authorized Name: _____

Organization Name: **City of Spokane**

PO/Reference: _____

Date: _____

Upon accepting this offer, please scan and email back all pages of the signed Quotation and include an authorized purchase order, if applicable.

Questica Ltd.

Authorized Signature: _____

Authorized Name: _____

Organization Name: **Questica Ltd.**

Date: _____

ORDER FORM

Order #: 121324 v1
 Expiry Date: 3/31/2025

GTY Software Inc. dba Euna Solutions
 363 W. Erie St., Floor 7
 Chicago, IL 60654
 Rep Name: Susan Pierce
 Rep Email: susan.pierce@eunasolutions.com

City of Spokane
 808 W Spokane Falls Blvd
 Spokane, Washington 99201
 United States

Start Date: May 1, 2025

SaaS Subscription	Licenses	List Price
Questica Budget Book Studio	Unlimited	\$30,000.00
Current Customer Discount - 15%		(\$4,500.00)
Recurring Annual Fees Sub-Total		\$25,500.00
Implementation Services (Per Scope of Work)	Units	Total Price
Guided Implementation	40 hrs	\$10,000.00
Non-Recurring Fees Sub-Total		\$10,000.00
TOTAL ANNUAL RECURRING PRICE		\$25,500.00
Pro-Rated Year 1 Total Owed		\$32,635.62
<ul style="list-style-type: none"> Pro-rated annual fees + one time implementation fees (May 1, 2025 - March 21, 2026) 		

Currency: USD
Billing Cycle: Annual
Payment Terms: Net 30
Data Location: United States

Order Notes:

- Includes Implementation, training, unlimited projects, support and cloud storage.
- Applicable taxes extra.

Terms of Payment:

- Year 1 Software Subscription:
 - Due 100% upon order form execution (Net 30).
 - 100% annually in advance for future years
- Professional Services:
 - Due 100% upon project start date or upon completion of implementation date (Net 30)



Please complete the questions below:

Accounts Payable Contact:

Name:

Email:

Customer Signature:

Name:

Title:

Date:

TERMS & CONDITIONS

The Customer hereby agrees to order the products and/or services outlined above at the prices indicated, and acknowledges it has read, understands and agrees to be bound by the terms and conditions detailed at [End User License Agreement | Euna Solutions](#) (the "Agreement").

All remittance advice and invoice inquiries can be directed to support@questica.com. Please feel free to contact us if you have any questions.

THANK YOU FOR YOUR BUSINESS!

Scope of Work

Implementation of Questica Digital Budget Book

Includes both self and fully guided options

Budget Book Studio

Entry	Meaning
In scope	The task or function is within the statement of work to be undertaken by Euna professional services, with such help from the client as detailed in the item description. There may be additional refinement of the scope.
Custom er task	The task or function is not within the statement of work to be undertaken by Euna professional services, but will be undertaken by the client, with such help from Euna as is detailed in the item description. There may be additional information qualifying this.
Not in scope	The task or function is not within the statement of work to be undertaken by Euna professional services, nor will it be undertaken by the client

Euna Guided Budget Book Studio Implementation

The Client will be responsible for creating the Views in Euna Budget and using the training content provided to guide through configuring the layout and content of that data in each Digital Budget Book you build. Euna's assistance in this shall be delivered remote over a period not exceeding 8 weeks and a total of 40 hours. Where the source system is not Euna Budget, the customer is responsible for providing clean well organized data in CSV files for upload. The client will need to provide the project lead with a well formatted sample of the intended budget book in order to provide recommendations for how to recreate that sample in Budget Book Studio.

Function, Feature, or Service	Description	Statement of Work
Budget Book Analysis	The Euna project lead will do an initial analysis of the existing Budget Book. This will be used to inform recommendations on configuration changes needed to the Euna Budget data model to accommodate the budget book layout. This will also be used to make recommendations for the creation of Views within Euna Budget, in order to pull the data identified in the sample into Budget Book Studio for a report or section of a report within the sample budget book. This will also be used to provide suggestion how to ideally use the native Budget Book Studio functionality in order to produce a budget book similar to the sample budget book	In Scope
Review of Account Structure Data Model	The Euna project lead will do an analysis of the client's existing data model in Euna Budget Pro in order to determine how recommended configuration changes will need to be made to accommodate the sample budget book in line with what the client already has configured.	In Scope

Account Structure Configuration Changes	Within Euna Budget Pro, an existing account string should already be set for data elements such as: • Division/Department hierarchy; • Fund Categories and Funds; • Account Categories and Expense and Revenue GL Accounts • Statistical Account Categories and Statistical Accounts • Other Chart of Account Segment Values • Performance Measure Units The Euna Budget Implementation may includes services to setup the account structure configuration for the items listed above. However, the Budget Book Studio implementation does not include services to make substantial changes to the existing account string or relationships between the account string data structures that were created during the initial Euna Budget Pro implementation. It only includes building additional entities/fields upon existing data elements to account for missing data compared to the sample budget book. This includes fields such as narrative fields or entities such as roll-up reporting elements to support data aggregation in reports.	Not in Scope
Additional Module Implementation	In the case where the sample budget book contains data that exists within a module that has not been utilized, implemented or purchased by the client, the client is responsible for configuration and data entry within that module. For example, if a section of the sample budget book contains performance measure data, but that module is not utilized in Euna Budget Pro, then the client will need to configure and fill data into that module to facilitate creation of that report section within Budget Book Studio.	Not in Scope
Import Supporting Data within Euna Budget Pro	The Euna project lead will do an analysis of the client's existing data model in Euna Budget Pro in order to determine how recommended configuration changes will need to be made to accommodate the sample budget book in line with what the client already has configured. Should data importing be needed into any additional entities/fields that have been newly configured in the data model, the client and project lead will determine how to share the responsibility for importing data values in those entities/fields, in a way that respects the 40 hours allocated for the total project	Shared Task
Import Supporting Data within Budget Book Studio	The Euna project lead will train the client on the features available within Budget Book Studio and guide the client through ideal use of the features in order to develop the sample budget book. Should data importing be needed, the client and project lead will determine how to share the responsibility for importing data values in those entities/fields, in a way that respects the 40 hours allocated for the total project	Shared Task
Data Model Configuration & Testing Integration from Questica Budget	Following the budget book analysis and review of account structure data model, the Euna project lead will run working sessions to do some initial configuration needed to the existing data model with entities/fields to support creation of the sample budget book layout in Budget Book Studio as well as provide guidance to the client on the creation of custom entities, fields and Views.	In Scope
Train the Trainer Training	Euna will provide training through online content and webinar style training sessions, including an optional introduction for newcomers to OpenBook.	In Scope
Guidance on Budget Book Creation	The Euna project lead will provide guidance and work assistance to client on how to complete the creation of the budget book sample within Budget Book Studio, including tasks such as: 1. Manual input of values deemed non-automatable 2. Insertion of unstructured data from files such as images, maps, award certificates, and charts 3. Sharing experience of layout and content options	Shared Task



Budget Book Creation	The Euna project lead will not create the provided budget book sample within Budget Book Studio. They will provide configuration of the Euna Budget Pro data model, analysis on essential View creation, training on the Budget Book Studio product, expertise on best use of the Budget Book Studio features and support through the initial budget book creation steps.	Customer Task
Custom Reporting Entity Creation	The creation of the Budget Book will rely on out of the box reporting entities available within the Euna Budget product. Should a custom reporting entity be needed, this will require a separate change order contract for the Technical Services team to create that custom reporting entity.	Not in Scope

Change Orders

Any changes to the agreed scope, including changes requested by The Customer within the warranty period of customizations, shall be the subject of a new change order and the work to be carried out thereunder shall be separately estimated, agreed, and billed. Questica and The Customer must draw up an agreement of design detail and cost estimate before Questica undertakes any customizations.

The work shall be billed on a time and materials basis at the contracted rate in effect at the time of estimation. Should The Customer require a more detailed design and estimate, this can be prepared, however the investigation will be billable as the design of customizations is a significant part of the work.

Warranty

Once completed, any custom work shall be warranted by Questica in accordance with the "Technical Support Services" section of the Questica Software License Agreement.



< Business Lookup

License Information:

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

Entity name: QUESTICA LTD. DBA QUESTICA 2 LTD.

Business name: QUESTICA LTD

Entity type: [Profit Corporation](#)

UBI #: 604-283-536

Business ID: 001

Location ID: 0001

Location: Active

Location address: 363 W. ERIE ST.
FL 7
CHICAGO IL 60654

Mailing address: 385 E COLORADO BLVD
STE 260
PASADENA CA 91101-6105

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

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

Endorsements

Endorsements held at this locati	License #	Count	Details	Status	Expiration date	First issuance date
Bellingham General Business	063368			Active		Jun-07-2018
Spokane General Business - Non-Resident				Active	May-31-2025	Mar-26-2019

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

Governing people	Title
AMBURGEY, TOM	
CROCKER, ROB	
LENCHAK, BRENNNA	
SMOLEN, DAVID	

Registered Trade Names



Registered trade names	Status	First issued
QUESTICA LTD	Active	May-14-2018

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 5/22/2024 3:11:40 PM

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**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 01/27/2025**Committee Agenda type:** Consent**Date Rec'd**

12/16/2024

Clerk's File #

OPR 2023-0313

Cross Ref #**Project #****Council Meeting Date:** 02/24/2025**Submitting Dept**

INFORMATION TECHNOLOGY

Bid #**Contact Name/Phone**

PEGGY LUND 6954

Requisition #**Contact E-Mail**

KLUND@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

PDILLON MCATHCART

Sponsoring at Administrators Request

NO

Lease? NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

5300 DLT SOLUTIONS – AUTODESK RENEWAL

Agenda Wording

Contract Renewal 2 of 4 with DLT Solutions, LLC. (Herndon, VA) for AutoDesk software products, services, and support from March 26, 2025 through March 25, 2026-\$82,223.41 (plus tax).

Summary (Background)

Contract renewal with DLT Solutions for AutoDesk software products and services including AutoCad, InfoWater Pro, Civil 3D and Priority Support - Telephone support. AutoCad equips architects and engineers with precision tools for design & annotation, automates drafting tasks and maximizes productivity. Contract term to begin 03/26/2025 through 3/25/2026 for a total cost of \$82,223.41 plus applicable sales tax. Company provided government discount pricing via GSA Contract# GS-35F-267DA.

What impacts would the proposal have on historically excluded communities?

N/A - annual maintenance

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

N/A - annual maintenance

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

N/A - annual maintenance

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

This service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service for our AutoDesk software.

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget? YES	
Total Cost	\$ \$82,223.41
Current Year Cost	\$ \$82,223.41
Subsequent Year(s) Cost	\$ \$82,223.41
<u>Narrative</u>	
This request is for software maintenance and support which is contractually required by the software vendor.	
Amount	
Budget Account	
Expense \$ 43,000.17	# 5300-73300-18850-54820
Expense \$ 18,663.7	# 4100-30210-34141-53104
Expense \$ 20,559.54	# 4250-30210-38141-53104
Select \$	#
Select \$	#
Select \$	#
Funding Source N/A	
Funding Source Type Select	
Is this funding source sustainable for future years, months, etc?	
Yes - Funding is from IT, Water, and DSC.	
Expense Occurrence	Recurring
Other budget impacts (revenue generating, match requirements, etc.)	
N/A	
Approvals	
Additional Approvals	
Dept Head	MARTINEZ, LAZ
Division Director	
Accounting Manager	BAIRD, CHRISTI
Legal	HARRINGTON,
For the Mayor	PICCOLO, MIKE
Distribution List	
Shaun Gaffrey - shaun.gaffrey@dlt.com	Accounting - ywang@spokanecity.org
Contract Accounting - ddaniels@spokanecity.org	Legal - mharrington@spokanecity.org
Purchasing - cwahl@spokanecity.org	IT - itadmin@spokanecity.org
Tax & Licenses	



City of Spokane
CONTRACT RENEWAL 2 of 4
**Title: AUTODESK SOFTWARE LICENSING
AND SUPPORT**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **DLT SOLUTIONS, LLC.**, whose address is 2411 Dulles Corner Park, Suite 800, Herndon, Virginia 20171 as ("Company"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the parties entered into a Contract wherein the Company agreed to provide Autodesk Software Licensing and Support; and

WHEREAS, the initial contract provided for four (4) additional one-year renewals, with this being the second of those renewals, therefore the original Contract needs to be formally renewed by this written Contract Renewal document; and

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

1. CONTRACT DOCUMENTS.

The original Contract, dated March 21, 2023, and March 24, 2023, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Renewal shall become effective on March 26, 2025, and shall end March 25, 2026.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **EIGHTY-TWO THOUSAND TWO HUNDRED TWENTY-THREE AND 41/100 (\$82,223.41)**, plus applicable sales tax, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

4. DEBARMENT AND SUSPENSION.

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

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

DLT SOLUTIONS, LLC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Attachment A - Certificate of Debarment

Attachment B – Company’s Price Quote #5240218 dated November 15, 2024.

24-266

ATTACHMENT A

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

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

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

 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. 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)

ATTACHMENT B



Price Quotation

Quote: 5240218
 Reference: 1856034
 Date: 11/15/2024
 Expires: 01/15/2025

To: Mr. Rich Shine
 Spokane City of (WA)
 808 W Spokane Falls Blvd
 Spokane, WA 99201

From: Bryan Morse
 DLT Solutions, LLC
 2411 Dulles Corner Park
 Suite 800
 Herndon, VA 20171

Phone: (509) 625-6420
 Fax: (509) 625-6550
 Email: rshine@spokanecity.org

Phone: (703) 708-9600
 Fax: (703) 708-9600
 Email: bryan.morse@dlt.com

#	DLT Part No.	Contract	Qty	Unit Price	Ext. Price
1	9701-1008733	GSA IT 70	19	\$1,281.90	\$24,356.10
	Architecture Engineering & Construction Collection Government Single-user Annual Subscription Renewal Switched From Maintenance (Switched between May 2019 - May 2020 and Ongoing) PoP: 3/12/2025 through 3/11/2026				
2	9701-1454	GSA IT 70	20	\$640.95	\$12,819.00
	Architecture Engineering & Construction Collection Government Single-user Annual Subscription Renewal Switched From M2S Multi-User 2:1 Trade-In PoP: 3/26/2025 through 3/25/2026				
3	9701-1470	GSA IT 70	10	\$353.63	\$3,536.30
	AutoCAD - including specialized toolsets Government Single-user Annual Subscription Renewal Switched From M2S Multi-User 2:1 Trade-In PoP: 3/26/2025 through 3/25/2026				
4	9701-1008749	GSA IT 70	1	\$707.26	\$707.26
	AutoCAD - including specialized toolsets Government Single-user Annual Subscription Renewal Switched From Maintenance (Switched between May 2019 - May 2020 and Ongoing) PoP: 3/12/2025 through 3/11/2026				
5	9701-1004929	GSA IT 70	1	\$1,895.84	\$1,895.84
	AutoCAD - including specialized toolsets Government Single-user Annual Subscription Renewal PoP: 3/12/2025 through 3/11/2026				
6	9701-1008764	GSA IT 70	7	\$225.93	\$1,581.51
	AutoCAD LT Government Single-user Annual Subscription Renewal Switched From Maintenance (Switched between May 2019 - May 2020 and Ongoing) PoP: 3/12/2025 through 3/11/2026				
7	9701-4652	GSA IT 70	4	\$9,331.85	\$37,327.40
	InfoWater Pro Government Single-user Annual Subscription Renewal PoP: 3/12/2025 through 3/11/2026				

This quote is made on behalf of IMAGINiT Technologies, your Authorized Autodesk Reseller



Price Quotation

Quote: 5240218
Reference: 1856034
Date: 11/15/2024
Expires: 01/15/2025

#	DLT Part No.	Contract	Qty	Unit Price	Ext. Price
Total					\$82,223.41

GSA Schedule Data:
 Contract #: GS-35F-267DA
 Contract Category: Information Technology
 Contract Term: 04/11/2016 - 04/10/2026
 UEI - F1N2KDGBDTU8
 Federal ID #: 54-1599882
 CAGE Code: 0S0H9
 FOB: Destination
 Terms: Net 30 (On Approved Credit)
 DLT accepts VISA/MC/AMEX
 Ship Via: Fedex Ground/UPS

UNLESS OTHERWISE INDICATED IN THE PRODUCT DESCRIPTION OR THE MANUFACTURER'S COMMERCIAL SUPPLIER AGREEMENT, ANY QUOTED TERM LICENSES ARE NOT ELIGIBLE FOR CONVERSION TO PERPETUAL LICENSES AT ANY TIME.

THIS QUOTE IS SUBJECT TO THE TERMS AND CONDITIONS OF CONTRACT NUMBER GS-35F-267DA. CUSTOMER IS DIRECTED TO INCORPORATE (BY REFERENCE) THIS QUOTE IN ANY RESULTING TASK/DELIVERY ORDER OR AWARD. THE TERMS OF THE AFOREMENTIONED CONTRACT ARE THE ONLY CONTROLLING TERMS AND ANY TERMS OR CONDITIONS CONTAINED IN AN ORDER, AWARD OR OTHER INSTRUMENT OF BUYER, WHICH ARE IN ADDITION TO OR INCONSISTENT WITH ANY OF THE TERMS OR CONDITIONS CONTAINED IN THOSE REFERENCED HEREIN, SHALL NOT BE BINDING ON DLT OR ITS MANUFACTURERS AND SHALL NOT APPLY UNLESS SPECIFICALLY AGREED TO IN WRITING BY DLT.

CPARs requests should be sent to the attention of Steve Wells at cpars@dlt.com.

PLEASE REMIT PAYMENT TO:	ACH: DLT Solutions, LLC Bank of America ABA # 111000012 Acct # 4451063799	-OR-	Mail: DLT Solutions, LLC P.O. Box 743359 Atlanta, GA 30374-3359

Customer orders are subject to all applicable taxes and regulatory fees.

- Documentation to be submitted to validate Invoice for payment:
- Authorized Services shall be invoiced with a corresponding time report for the period of performance identifying names, days, and hours worked.
 - Authorized reimbursable expenses shall be invoiced with a detailed expense report, documented by copies of supporting receipts.
 - Authorized Education or Training shall be invoiced with a Report identifying date and name of class completed, and where applicable the name of attendees.

[Business Lookup](#)

License Information:

[New search](#) [Back to results](#)**Entity name:** DLT SOLUTIONS, LLC**Business name:** DLT SOLUTIONS**Entity type:** [Limited Liability Company](#)**UBI #:** 603-384-071**Business ID:** 001**Location ID:** 0001**Location:** Active**Location address:** 2411 DULLES CORNER PARK
STE 800
HERNDON VA 20171-6168**Mailing address:** 2411 DULLES CORNER PARK
STE 800
HERNDON VA 20171-6168**Excise tax and reseller permit status:** [Click here](#)**Secretary of State status:** [Click here](#)

Endorsements

Endorsements held at this	License #	Count	Details	Status	Expiration date	First issuance
Spokane General Business - Non-Resident				Active	Jun-30-2025	Oct-03-2014

Governing People

May include governing people not registered with Secretary of State

Governing people	Title
DONOHUE, JOE	

Registered Trade Names

Registered trade names	Status	First issued
DLT SOLUTIONS	Active	Mar-07-2014

The Business Lookup information is updated nightly. Search date and time:
12/2/2024 1:12:18 PM

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/22/2024

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 Willis Towers Watson Southeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center PHONE (A/C. No. Ext): 1-877-945-7378 E-MAIL ADDRESS: certificates@wtwco.com	FAX (A/C. No.): 1-888-467-2378
	INSURER(S) AFFORDING COVERAGE	
INSURED DLT Solutions, LLC Attn: Steve McDanel 2411 Dulles Corner Park Suite 800 Herndon, VA 20171	INSURER A: The Charter Oak Fire Insurance Company NAIC # 25615	
	INSURER B: Travelers Indemnity Company of CT 25682	
	INSURER C: Travelers Property Casualty Company of Ame 25674	
	INSURER D: Standard Fire Insurance Company 19070	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: W36346851

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 type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			HC2OGLSA-9P530707-COF-24	12/01/2024	12/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			HECAP-9P53069A-TCT-24	12/01/2024	12/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUP-9P531415-24-I3	12/01/2024	12/01/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	N/A	UB-0W186076-24-I3-K	12/01/2024	12/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Workers' Compensation and Employer's Liability (AZ, MA & WI) - Per Statute			UB-0W196844-24-I3-R	12/01/2024	12/01/2025	E.L. Each Accident \$1,000,000 E.L. Disease-pol Lim \$1,000,000 E.L. Disease-ea Empl \$1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

DLT Solutions LLC
2411 Dulles Corner Park Suite 800
Herndon, VA 20171

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 02/03/2025**Committee Agenda type:** Consent**Council Meeting Date:** 02/24/2025

		Date Rec'd	1/21/2025
		Clerk's File #	OPR 2023-0470
		Cross Ref #	RES 2018-0022 & RES 2017-0027
		Project #	
Submitting Dept	INFORMATION TECHNOLOGY	Bid #	SOLE SOURCE
Contact Name/Phone	PEGGY LUND (509)625-6954	Requisition #	
Contact E-Mail	KLUND@SPOKANECITY.ORG		
Agenda Item Type	Contract Item		
Council Sponsor(s)	PDILLON MCATHCART		
Sponsoring at Administrators Request	NO		
Lease? NO	Grant Related? NO	Public Works? NO	
Agenda Item Name	5300 JOURNAL TECHNOLOGIES (ESERIES) ANNUAL SOFTWARE MAINTENANCE		

Agenda Wording

Contract Renewal 2 of 4 with Journal Technologies for eSeries Annual Software Maintenance & Support. Contract term is March 8, 2025 - March 7, 2026. Contract cost is \$174,289.91, including tax.

Summary (Background)

This contract is necessary to obtain software upgrades for all eSeries and to receive JTI's Help Desk support. JTI is the only authorized vendor to provide maintenance services on the eSeries software system. This year's cost is \$174,289.91, including tax. Last year's cost was \$169,213.51, including tax. Cost increase is due to 3% CPI per the contract.

What impacts would the proposal have on historically excluded communities?

N/A Software Application

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 Software Application

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

N/A Software Application

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

This service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service for our contract with Journal Technologies, Inc technical services.

Council Subcommittee Review

N/A

Fiscal Impact			
Approved in Current Year Budget? YES			
Total Cost	\$ \$174,289.91		
Current Year Cost	\$ \$174,289.91		
Subsequent Year(s) Cost	\$		
<u>Narrative</u>			
This request is for software upgrades and Help Desk support for all eSeries modules.			
Amount			
Budget Account			
Expense	\$ 174,289.91	# 5300-73300-18850-54820	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source		N/A	
Funding Source Type		Select	
Is this funding source sustainable for future years, months, etc?			
Expense Occurrence			
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals		Additional Approvals	
Dept Head	MARTINEZ, LAZ	PURCHASING	NECHANICKY, JASON
Division Director			
Accounting Manager	BAIRD, CHRISTI		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		
Distribution List			
Danny Hemnani - dhemnani@journaltech.com		Accounting - ywang@spokanecity.org	
Contract Accounting - ddaniels@spokanecity.org		Legal - mharrington@spokanecity.org	
Purchasing - cwahl@spokanecity.org		IT - itadmin@spokanecity.org	
Tax & Licenses		2nd Signature: Brian Cardile -	
Peggy Lund - klund@spokanecity.org			



City of Spokane

CONTRACT RENEWAL

2 of 4

Title: eSERIES CASE MANAGEMENT SYSTEM LICENSING, SUPPORT AND MAINTENANCE

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **JOURNAL TECHNOLOGIES, INC.**, whose address is 832 South 100 West, Logan, Utah 84321, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Company agreed to provide eSERIES Case Management System Licensing, Support and Maintenance; and,

WHEREAS, the initial contract provided for 4 additional one-year renewals, with this being the second of those renewals.

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

1. CONTRACT DOCUMENTS.

The original Contract, dated May 15, 2023 and May 26, 2023, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE TERM.

This Contract Renewal shall become effective on March 1, 2025 and shall run through March 7, 2026.

3. COMPENSATION.

The City shall pay an estimated maximum annual cost not to exceed **ONE HUNDRED FIFTY-NINE THOUSAND EIGHT HUNDRED NINETY-NINE AND 01/100 (\$159,899.01)**, plus tax, in accordance with Invoice dated January 3, 2025, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

4. DEBARMENT AND SUSPENSION.

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

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

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

JOURNAL TECHNOLOGIES, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Chief Executive Officer

Title

By _____
Signature Date

Type or Print Name

Corporate Secretary

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Certificate of Debarment
Invoice dated January 3, 2025

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

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

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



January 3, 2025

Peggy Lund
Supervisor Information Systems Analyst
City of Spokane Municipal Court

Delivered via email to klund@spokanecity.org

RE: Price Quote for Annual eCourt License, Maintenance, & Support

Dear Peggy Lund,

Journal Technologies would like to take this opportunity to present you with a price quote for eCourt®, eProsecutor®, eDefender®, & eProbation® License, Maintenance and Support Fees for March 8, 2025, through March 7, 2026.

For eCourt:

	Users	Unit Price	CPI Increase	Total
Tier 1	65	1,010.67	1.03	\$ 67,664.36
Sales Tax @ 9%				6,089.79
				\$ 73,754.15

For eProsecutor, eDefender, and eProbation:

	Users	Unit Price	CPI Increase	Total
Tier 1	50	1,081.50	1.03	55,697.25
Tier 2	41	865.20	1.03	36,537.40
				92,234.65
Sales Tax @ 9%				8,301.12
				\$ 100,535.76

Thank you and we appreciate your continued partnership with JTI.

Sincerely,

Angelino Lim,
Associate Contracts Manager
Journal Technologies, Inc.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/8/2025

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 IMA, Inc. 3475 E. Foothill Blvd., Suite 100 Pasadena, CA 91107 www.boltonco.com 0H64724	CONTACT NAME: PHONE (A/C. No. Ext): (626) 799-7000 FAX (A/C. No.): (626) 583-2117 E-MAIL ADDRESS:														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Hartford Fire Insurance Company</td> <td>19682</td> </tr> <tr> <td>INSURER B : Trumbull Insurance Company</td> <td>27120</td> </tr> <tr> <td>INSURER C : Hartford Casualty Insurance Company</td> <td>29424</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E : Lloyd's of London</td> <td>15792</td> </tr> <tr> <td>INSURER F : CanopiUS Insurance, Inc.</td> <td>12961</td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hartford Fire Insurance Company	19682	INSURER B : Trumbull Insurance Company	27120	INSURER C : Hartford Casualty Insurance Company	29424	INSURER D :		INSURER E : Lloyd's of London	15792	INSURER F : CanopiUS Insurance, Inc.
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INSURED Journal Technologies, Inc. Daily Journal Corporation 915 E. First Street Los Angeles CA 90012															

COVERAGES

CERTIFICATE NUMBER: 83489299

REVISION NUMBER:

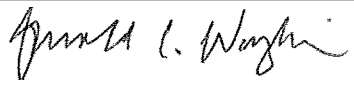
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Deductible \$0 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		72UUNBL0D68	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY NO OWNED AUTOS			72UENCM4716	1/1/2025	1/1/2026	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 <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0			72XHUBL0DT5	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	72WEBL0D60	1/1/2025	1/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Tech E&O/Cyber - Primary			ESN0040202262	1/1/2025	1/1/2026	Limit: \$5M Per Claim / \$5M Aggregate
F	Tech E&O/Cyber - Excess			CYT20250273	1/1/2025	1/1/2026	Limit: \$5M Per Claim / \$5M Aggregate
A	Crime - Employee Theft			72UUNBL0D68	1/1/2025	1/1/2026	Limit \$150,000

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

GL Additional Insured applies per HG00010916 attached, only if required by written contract/agreement.
 Additional Insured(s): City of Spokane.

CERTIFICATE HOLDER**CANCELLATION**

City of Spokane 808 W Spokane Falls Blvd, 7th Floor, Spokane, WA 99201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Ron Wanglin

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ACORD 25 (2016/03)

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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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/8/2025

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PRODUCER IMA, Inc. 3475 E. Foothill Blvd., Suite 100 Pasadena, CA 91107 www.boltonco.com 0H64724	CONTACT NAME: PHONE (A/C, No. Ext): (626) 799-7000 FAX (A/C, No): (626) 583-2117 E-MAIL ADDRESS:														
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INSURED Journal Technologies, Inc. Daily Journal Corporation 915 E. First Street Los Angeles CA 90012															

COVERAGES

CERTIFICATE NUMBER: 83489300

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Deductible \$0 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	72UUNBL0D68	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY NO OWNED AUTOS			72UENCM4716	1/1/2025	1/1/2026	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 <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0			72XHUBL0DT5	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A		N/A	72WEBL0D60	1/1/2025	1/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Tech E&O/Cyber - Primary			ESN0040202262	1/1/2025	1/1/2026	Limit: \$5M Per Claim / \$5M Aggregate
F	Tech E&O/Cyber - Excess			CYT20250273	1/1/2025	1/1/2026	Limit: \$5M Per Claim / \$5M Aggregate
A	Crime - Employee Theft			72UUNBL0D68	1/1/2025	1/1/2026	Limit \$150,000

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

GL Additional Insured, Primary & Non-Contributory Wording and Waiver of Subrogation apply per HG00010916 attached, only if required by written contract/agreement. Additional Insured(s): City of Spokane, MIS Department

CERTIFICATE HOLDER**CANCELLATION**

City of Spokane, MIS Department
 Attn: Joan Hamilton, Operations Manager
 808 W Spokane Falls Blvd., 7th Floor
 Spokane WA 99201-3344

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ron Wanglin

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ACORD 25 (2016/03)

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

e. Unnamed Subsidiary

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

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

3. Newly Acquired Or Formed Organization

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

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

4. Nonowned Watercraft

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

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

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

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

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

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

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

a. Vendors

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

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

This insurance does not apply to:

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

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

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

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

b. Lessors Of Equipment

- (1) Any person(s) or organization(s) from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).
- (2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. Lessors Of Land Or Premises

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

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

This insurance does not apply to:

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

d. Architects, Engineers Or Surveyors

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

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

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

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

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

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

e. Permits Issued By State Or Political Subdivisions

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

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

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

- (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

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/8/2025

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 IMA, Inc. 3475 E. Foothill Blvd., Suite 100 Pasadena, CA 91107 www.boltonco.com 0H64724	CONTACT NAME: PHONE (A/C, No. Ext): (626) 799-7000 FAX (A/C, No): (626) 583-2117 E-MAIL ADDRESS:														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Hartford Fire Insurance Company</td> <td>19682</td> </tr> <tr> <td>INSURER B : Trumbull Insurance Company</td> <td>27120</td> </tr> <tr> <td>INSURER C : Hartford Casualty Insurance Company</td> <td>29424</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E : Lloyd's of London</td> <td>15792</td> </tr> <tr> <td>INSURER F : CanopiUS Insurance, Inc.</td> <td>12961</td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hartford Fire Insurance Company	19682	INSURER B : Trumbull Insurance Company	27120	INSURER C : Hartford Casualty Insurance Company	29424	INSURER D :		INSURER E : Lloyd's of London	15792	INSURER F : CanopiUS Insurance, Inc.
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INSURED Journal Technologies, Inc. Daily Journal Corporation 915 E. First Street Los Angeles CA 90012															

COVERAGES

CERTIFICATE NUMBER: 83489301

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Deductible \$0 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			72UUNBL0D68	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY NO OWNED AUTOS			72UENCM4716	1/1/2025	1/1/2026	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 <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0			72XHUBL0DT5	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input checked="" type="checkbox"/> N / A			72WEBL0D60	1/1/2025	1/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Tech E&O/Cyber - Primary			ESN0040202262	1/1/2025	1/1/2026	Limit: \$5M Per Claim / \$5M Aggregate
F	Tech E&O/Cyber - Excess			CYT20250273	1/1/2025	1/1/2026	Limit: \$5M Per Claim / \$5M Aggregate
A	Crime - Employee Theft			72UUNBL0D68	1/1/2025	1/1/2026	Limit \$150,000

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

of Insurance.

CERTIFICATE HOLDER

City of Spokane, MIS Department
 Attn: Joan Hamilton, Operations Manager
 808 W. Spokane Falls Blvd., 7th Floor
 Spokane WA 99201-3344

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

Ron Wanglin

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ACORD 25 (2016/03)

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< Business Lookup

License Information:

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

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

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

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

Endorsements

Endorsements held at this loc	License #	Count	Details	Status	Expiration dat	First issuance
Federal Way General Business - Non-Resident	16-101615-00			Active	Dec-31-2025	Apr-04-2016
Spokane General Business - Non-Resident	T11052911BU			Active	Dec-31-2025	Oct-15-2012

Owners and officers on file with the Department of Revenue

Owners and officers	Title
JOURNAL TECHNOLOGIES, INC.	
NAKAMURA, ERIK	

Registered Trade Names



Registered trade names

Status

First issued

JOURNAL TECHNOLOGIES, INC.

Active

Nov-23-2021

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 1/23/2025
8:25:19 AM

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**Agenda Sheet for City Council:****Committee:** PIES **Date:** 01/23/2025**Committee Agenda type:** Consent**Date Rec'd**

1/15/2025

Clerk's File #

OPR 2025-0064

Cross Ref #**Project #**

2020079

Council Meeting Date: 02/24/2025**Submitting Dept**

ENGINEERING SERVICES

Bid #**Contact Name/Phone**

DAN BULLER 6391

Requisition #

CR 27232

Contact E-Mail

DBULLER@SPOKANECITY.ORG

Agenda Item Type

Engineer Construction Contract

Council Sponsor(s)

KKLITZKE

Sponsoring at Administrators Request

NO

Lease? NO**Grant Related?** NO**Public Works?** YES**Agenda Item Name**

0370 – DESMET AVENUE AND SUPERIOR STREET SEWER REROUTE - 2020079

Agenda Wording

Low Bid of DW Excavating, Inc., (Davenport, WA) for Desmet Avenue and Superior Street Sewer Reroute - \$1,007,908.00 plus tax. An administrative reserve of \$100,790.80 plus tax, which is 10% of the contract, will be set aside. (Logan Neighborhood Council)

Summary (Background)

This project replaces approximately 700' of existing 10" concrete pipe alongside the Centennial Trail and the RR and beneath the RR with 10" PVC. The existing pipe has multiple low spots where solids settle out resulting in the need to frequently clean the pipe. This project does not affect vehicular or train traffic but will require a detour of the Centennial Trail. This maintenance project is locally funded and planned for summer 2025. On February 3, bids were opened for the above project. The low bid from DW Excavating, Inc., in the amount of \$1,007,908.00, which is 8.14% above the Engineer's Estimate of \$932,039.90. 6 other bids were received as follows: Inland Infrastructure LLC, \$1,060,000.00, WM Winkler Company, \$1,075,395.00, Excav8 LLC, \$1,095,422.00, Big Sky ID Corp, \$1,262,790.00, Liberty Concrete, \$1,309,377.00 and Halme Construction, \$1,387,404.00.

What impacts would the proposal have on historically excluded communities?

Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, distribute public investment throughout the community, and respond to gaps in services identified in various City plans.

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?

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

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

This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

N/A

Fiscal Impact	
Approved in Current Year Budget? YES	
Total Cost	\$ 1,007,908.00
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<u>Narrative</u>	
Amount	Budget Account
Expense \$ 1,007,908.00	# 4310 43387 94350 56501 14461
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Funding Source N/A	
Funding Source Type Select	
Is this funding source sustainable for future years, months, etc?	
Expense Occurrence	N/A
Other budget impacts (revenue generating, match requirements, etc.)	
Approvals	
Dept Head	BULLER, DAN
Division Director	FEIST, MARLENE
Accounting Manager	ZOLLINGER, NICHOLAS
Legal	SCHOEDEL, ELIZABETH
For the Mayor	PICCOLO, MIKE
Additional Approvals	
PURCHASING	PRINCE, THEA
Distribution List	
	jrhall@spokanecity.org
Tax&licenses@spokanecity.org	publicworksaccounting@spokanecity.org
dbuller@spokanecity.org	eraea@spokanecity.org
pyoung@spokanecity.org	jradams@spokanecity.org



City of Spokane
PUBLIC WORKS CONTRACT
Title: **DESMET AVENUE AND SUPERIOR
STREET SEWER REROUTE**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **DW EXCAVATING, INC.**, whose address is 215 Park Street, Davenport, Washington 992122, as (“Contractor”), individually hereafter referenced as a “Party”, and together as the “Parties”.

The parties agree as follows:

1. **PERFORMANCE.** The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the Special Provisions entitled **DESMET AVENUE AND SUPERIOR STREET SEWER REROUTE**.
2. **CONTRACT DOCUMENTS.** The contract documents are this Contract, the Contractor’s completed bid proposal form, the Washington State Department of Transportation’s Standard Specifications for Road, Bridge and Municipal Construction 2024, City of Spokane Special Provisions, contract provisions, contract plans, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any). These contract documents are on file in the Engineering Services Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, the order of precedence defined in the City of Spokane Special Provisions section 1-04.2 City Engineering Services File No. 2020079 shall apply.
3. **TIME OF PERFORMANCE.** The time of performance of the Contract shall be in accordance with the contract documents.
4. **LIQUIDATED DAMAGES.** Liquidated damages shall be in accordance with the contract documents.
5. **TERMINATION.** Either party may terminate this Contract in accordance with the contract documents.
6. **COMPENSATION.** This is a unit price contract, and upon full and complete performance by the Contractor, the City will pay only the amount set forth in Schedule A-1 for the actual quantities furnished for each bid item at a total cost not to exceed \$1,007,908.00, which are taxed as noted in Section 7.

7. TAXES. Bid items in Schedule A-1 shall not include sales tax.
8. PAYMENT. The Contractor will send its applications for payment to the Engineering Services Department, 998 E North Foothills Drive Spokane, WA 99207-2735. All invoices should include the City Clerk's File No. "OPR 2025-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.
9. INDEMNIFICATION. The Contractor shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Contractor's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Contractor to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Contractor's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Contractor, its agents or employees. The Contractor specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.
10. BONDS. The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a performance bond and a payment bond on the forms attached, each equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.
11. INSURANCE. The Contractor represents that it and its employees, agents and subcontractors, in connection with the Contract, are protected against the risk of loss by the insurance coverages required in the contract documents attached hereto including attached Certificates of Insurance (COI) and any other insurance documents attached. The policies shall be issued by companies that meet with the approval of the City Risk Manager. The policies shall not be canceled without at least minimum required written notice to the City as Additional Insured.
12. CONTRACTOR'S WARRANTY. The Contractor's warranty for all work, labor and materials shall be in accordance with the contract documents.
13. WAGES. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the

Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

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

15. PUBLIC WORKS REQUIREMENTS. The Contractor and each subcontractor are required to fulfill the Department of Labor and Industries Public Works and Prevailing Wage Training Requirement under RCW 39.04.350. The contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify the responsibility criteria listed in RCW 39.04.350(1) for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria. This verification requirement, as well as responsibility criteria, must be included in every public works contract and subcontract of every tier.

16. SUBCONTRACTOR RESPONSIBILITY.

A. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:
 - a. Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.

4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

C. On Public Works construction projects, as defined in RCW 39.04.010, with an estimated cost of six hundred thousand dollars (\$600,000) or more, at least fifteen (15) percent of the labor hours on each project shall be performed by apprentices enrolled in a State-approved apprenticeship program; and for each contract in the project fifteen (15) percent of the labor hours for each craft that has an available state-approved apprenticeship program for Spokane County and utilizes more than one hundred sixty (160) hours in each contract; shall be performed by apprentices enrolled in a state-approved apprenticeship program.

1. **Subcontracting Requirements.** The utilization percentages for apprenticeship labor for Public Works construction contracts shall also apply to all subcontracts of one hundred thousand dollars (\$100,000) or more within those contracts, and at least fifteen percent (15%) of the labor hours for each such subcontract shall be performed by apprentices in a state-approved apprenticeship program. For each craft that has an available apprenticeship program for Spokane county and performs more than one hundred sixty (160) hours on each project, fifteen (15) percent of the labor hours shall be performed by apprentices enrolled in a State-approved apprenticeship program.
2. Each subcontractor which this chapter applies to is required to execute a form, provided by the city, acknowledging that the requirements of Article X 07.06 SMC are applicable to the labor hours for the project.

17. **NONDISCRIMINATION.** No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Contractor.

18. **EXECUTIVE ORDER 11246.**

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The Contractor will send each labor union, or representative of workers with which it has

a collective bargaining contract or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- D. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, HOWEVER, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as the result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

21. 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. Contractor will comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor Regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

22. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.
23. DISPUTES. This Contract shall be performed under the laws of the State of Washington. Any litigation to enforce this Contract or any of its provisions shall be brought in Spokane County, Washington.
24. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.
25. AUDIT / RECORDS. The Contractor and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Contractor and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.
26. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at 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.
27. CONSTRUAL. The Contractor acknowledges receipt of a copy of the contract documents and agrees to comply with them. The silence or omission in the contract documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.
28. MODIFICATIONS. The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the Director of Engineering Services, and the Contract time and compensation will be adjusted accordingly.
29. INTEGRATION. This Contract, including any and all exhibits and schedules referred to herein or therein set forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.
30. OFF SITE PREFABRICATED ITEMS. In accordance with RCW 39.04.370, the Contractor shall submit certain information about off-site, prefabricated, nonstandard, project specific items produced under the terms of the Contract and produced outside Washington as a part of the "Affidavit of Wages Paid" form filed with the State Department of Labor and Industries.
31. FORCE MAJEURE. Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting City, Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not

foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

32. CLEAN AIR ACT.

Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387). Violations will be reported.

33. USE OF PROJECT MANAGEMENT SOFTWARE. The Contractor shall transmit all submittal documentation for proposed project materials by uploading it to the City's web based construction management software. A City representative will be available to assist in learning this process.

DW EXCAVATING, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract:

- Payment Bond
- Performance Bond
- Certification Regarding Debarment
- Schedule A-1

25-018

PAYMENT BOND

We, **DW EXCAVATING, INC.**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **ONE MILLION SEVEN THOUSAND NINE HUNDRED EIGHT AND NO/100 DOLLARS (\$1,007,908.00)** the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **DESMET AVENUE AND SUPERIOR STREET SEWER REROUTE**. If the principal shall:

- A. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors; and pay all taxes and contributions, increases and penalties as authorized by law; and
- B. comply with all applicable federal, state and local laws and regulations;

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

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

SIGNED AND SEALED on _____.

DW EXCAVATING, INC.,

AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

By: _____
Its Attorney in Fact

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

PERFORMANCE BOND

We, **DW EXCAVATING, INC.**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **ONE MILLION SEVEN THOUSAND NINE HUNDRED EIGHT AND NO/100 DOLLARS (\$1,007,908.00)** for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **DESMET AVENUE AND SUPERIOR STREET SEWER REROUTE**. If the principal shall:

- A. promptly and faithfully perform the Contract, and any contractual guaranty and indemnify and hold harmless the City from all loss, damage or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors; and
- B. comply with all applicable federal, state and local laws and regulations;

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

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

SIGNED AND SEALED on _____

DW EXCAVATING, INC.,

AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

By: _____
Its Attorney in Fact

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

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED on _____.

Signature of Notary

My appointment expires _____

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

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

1. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

4. I understand that a false statement of this certification may be grounds for termination of the contract.

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

SCHEDULE A-1
Tax Classification: Sales tax shall NOT be included in unit prices

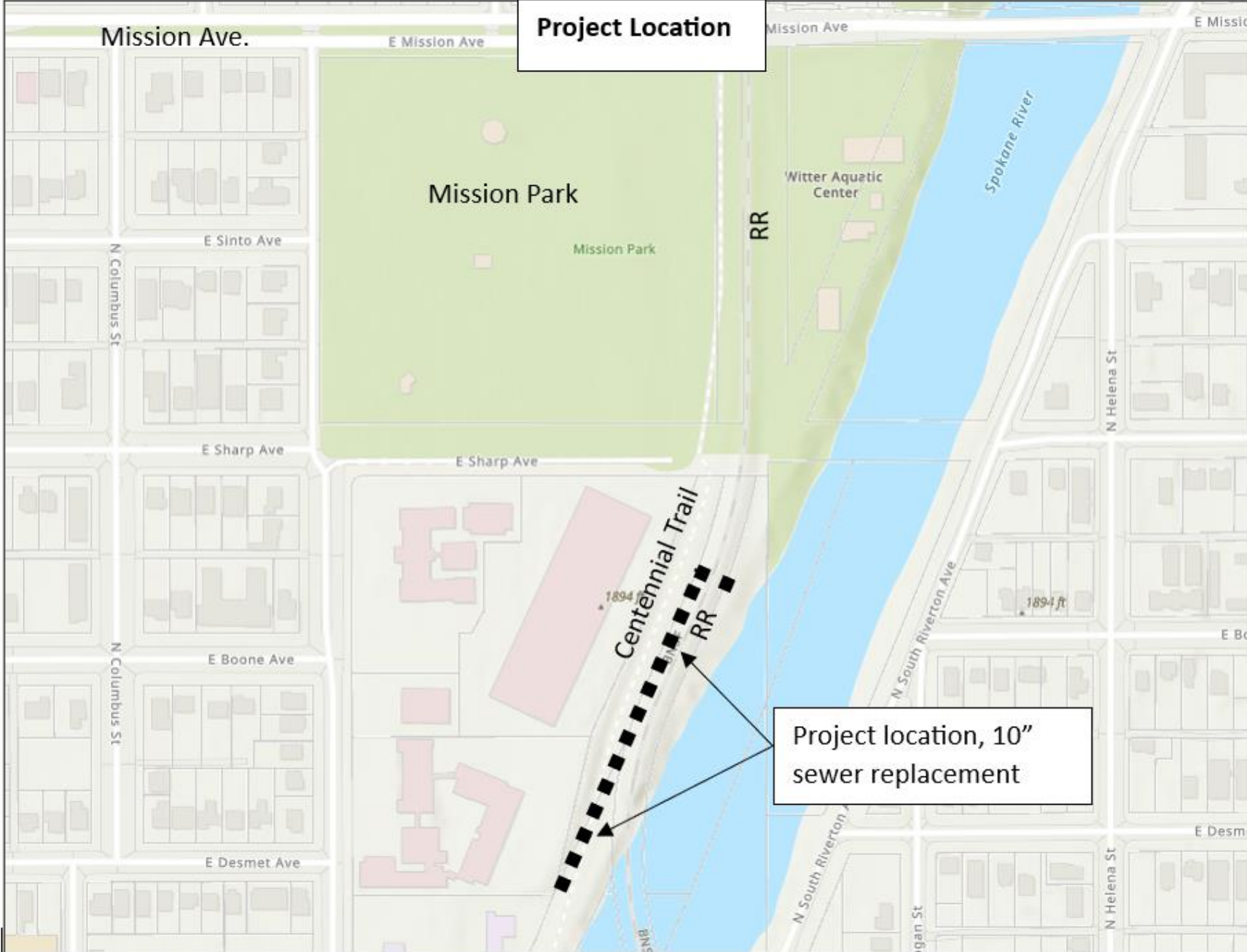
ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL
1	SPECIAL SIGNS "No Trespassing"	4.00 EA	\$ 155.00	\$ 620.00
2	HEALTH AND SAFETY PLAN	1.00 LS	\$ 630.00	\$ 630.00
3	SITE CLEANUP OF BIO AND PHYSICAL HAZARDS	1.00 FA	\$ 15,000.00	\$ 15,000.00
4	APPRENTICE UTILIZATION	1.00 LS	\$ 13,200.00	\$ 13,200.00
5	REIMBURSEMENT OF THIRD PARTY DAMAGE	1.00 EST	\$ 1.00	\$ 1.00
6	SPCC PLAN	1.00 LS	\$ 630.00	\$ 630.00
7	POTHOLING	1.00 EA	\$ 490.00	\$ 490.00
8	PUBLIC LIAISON REPRESENTATIVE	1.00 LS	\$ 1,500.00	\$ 1,500.00
9	MOBILIZATION	1.00 LS	\$ 98,000.00	\$ 98,000.00
10	PROJECT TEMPORARY TRAFFIC CONTROL	1.00 LS	\$ 4,900.00	\$ 4,900.00
11	WORK ZONE SAFETY CONTINGENCY	1.00 FA	\$ 500.00	\$ 500.00
12	SPECIAL SIGNS	7.00 SF	\$ 11.00	\$ 77.00
13	PORTABLE CHANGEABLE MESSAGE SIGN	1,008.00 HR	\$ 4.50	\$ 4,536.00

14	TYPE III BARRICADE	4.00 EA	\$	107.00	\$	428.00
15	CLEARING AND GRUBBING	1.00 LS	\$	3,400.00	\$	3,400.00
16	TREE ROOT TREATMENT	1.00 EA	\$	800.00	\$	800.00
17	TREE PROTECTION ZONE	2.00 EA	\$	380.00	\$	760.00
18	REMOVE TREE, CLASS III	1.00 EA	\$	8,000.00	\$	8,000.00
19	TREE PRUNING	3.00 EA	\$	380.00	\$	1,140.00
20	REMOVAL OF STRUCTURE AND OBSTRUCTION	1.00 LS	\$	2,300.00	\$	2,300.00
21	REMOVE MANHOLE, CATCH BASIN, OR DRYWELL	1.00 EA	\$	770.00	\$	770.00
22	REMOVE EXISTING > 12 IN. TO < 30 IN. DIA. PIPE	65.00 LF	\$	24.00	\$	1,560.00
23	SAWCUTTING FLEXIBLE PAVEMENT	100.00 LFI	\$	2.14	\$	214.00
24	ABANDON EXISTING MANHOLE, CATCH BASIN OR DRYWELL	2.00 EA	\$	1,200.00	\$	2,400.00
25	ROADWAY EXCAVATION INCL. HAUL	70.00 CY	\$	39.00	\$	2,730.00
26	PRE & POST CONSTRUCTION CONDITION SURVEY	1.00 LS	\$	250.00	\$	250.00
27	CONSTRUCTION VIBRATION MONITORING	1.00 LS	\$	250.00	\$	250.00
28	GRADING AND SHAPING	1.00 LS	\$	5,400.00	\$	5,400.00
29	PREPARATION OF UNTREATED ROADWAY	600.00 SY	\$	5.74	\$	3,444.00

30	CONTROLLED DENSITY FILL	20.00 CY	\$	308.00	\$	6,160.00
31	CRUSHED SURFACING TOP COURSE	65.00 CY	\$	75.00	\$	4,875.00
32	CSTC FOR SIDEWALK AND DRIVEWAYS	4.00 CY	\$	153.00	\$	612.00
33	HMA CL. 3/8 IN. MEDIUM TRAFFIC, 3 INCH THICK	600.00 SY	\$	27.00	\$	16,200.00
34	SOIL RESIDUAL HERBICIDE	600.00 SY	\$	0.67	\$	402.00
35	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1.00 EST	\$	(1.00)	\$	(1.00)
36	MANHOLE- 48 IN.	4.00 EA	\$	5,000.00	\$	20,000.00
37	MANHOLE ADDITIONAL HEIGHT 48 IN. DIA.	10.00 VF	\$	48.00	\$	480.00
38	MH OR DW FRAME AND COVER (LOCKABLE)	4.00 EA	\$	1,200.00	\$	4,800.00
39	CONNECT 10 IN. DIA. PIPE TO EXISTING CB, DW, OR MH	2.00 EA	\$	680.00	\$	1,360.00
40	CONNECT 8 IN. DIA. SEWER PIPE TO EXISTING SEWER PIPE	1.00 EA	\$	460.00	\$	460.00
41	ADJUST EXISTING MH, CB, DW, OR INLET IN ASPHALT	1.00 EA	\$	900.00	\$	900.00
42	RECONSTRUCT 48 IN. MANHOLE INVERT	2.00 EA	\$	980.00	\$	1,960.00
43	MANHOLE TEST	1.00 EA	\$	730.00	\$	730.00
44	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	20.00 CY	\$	73.00	\$	1,460.00

45	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	20.00 CY	\$	73.00	\$	1,460.00
46	IMPORTED BACKFILL	20.00 CY	\$	63.00	\$	1,260.00
47	TRENCH SAFETY SYSTEM	1.00 LS	\$	18,900.00	\$	18,900.00
48	RECONNECT SIDE SEWER	5.00 LF	\$	260.00	\$	1,300.00
49	SIDE SEWER CLEANING AND VIDEO INSPECTION	1.00 EA	\$	2,700.00	\$	2,700.00
50	PLUGGING EXISTING PIPE	4.00 EA	\$	300.00	\$	1,200.00
51	CLEANING EXISTING SANITARY SEWERS	1.00 EA	\$	2,000.00	\$	2,000.00
52	EXCAVATION AND SUPPORT FOR TRENCHLESS	1.00 LS	\$	352,000.00	\$	352,000.00
53	STEEL CASING PIPE 30 IN. DIA. TRENCHLESS	76.00 LF	\$	2,700.00	\$	205,200.00
54	CARRIER PIPE APPERTANCES FOR SANITARY SEWER PVC PIPE 10 IN. DIA.	76.00 LF	\$	121.00	\$	9,196.00
55	RAILROAD PROTECTIVE SERVICES	1.00 LS	\$	42,200.00	\$	42,200.00
56	SANITARY SEWER PVC PIPE 8 IN. DIA.	10.00 LF	\$	188.00	\$	1,880.00
57	SANITARY SEWER PVC PIPE 10 IN. DIA.	700.00 LF	\$	89.00	\$	62,300.00
58	SANITARY SEWER BYPASSING	1.00 LS	\$	10,100.00	\$	10,100.00
59	ABANDON EXISTING 10 IN. DIA. SEWER PIPE	575.00 LF	\$	1.80	\$	1,035.00
60	ABANDON EXISTING SEWER UNDER BNSF ROW	80.00 LF	\$	114.00	\$	9,120.00

61	SANITARY SEWER RESTRAINED JOINT PIPE 10 IN. DIA.	100.00 LF	\$	60.00	\$	6,000.00
62	ESC LEAD	1.00 LS	\$	1,950.00	\$	1,950.00
63	SILT FENCE	250.00 LF	\$	6.00	\$	1,500.00
64	WATTLE	6.00 LF	\$	35.00	\$	210.00
65	TOPSOIL TYPE A, 2 INCH THICK	1,600.00 SY	\$	5.00	\$	8,000.00
66	HYDROSEEDING	1,600.00 SY	\$	1.50	\$	2,400.00
67	MODIFY FENCING	1.00 LS	\$	5,300.00	\$	5,300.00
68	TEMPORARY CONSTRUCTION FENCING	1.00 LS	\$	4,600.00	\$	4,600.00
69	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1.00 LS	\$	3,800.00	\$	3,800.00
70	REFERENCE AND REESTABLISH SURVEY MONUMENT	2.00 EA	\$	320.00	\$	640.00
71	CEMENT CONCRETE SIDEWALK	41.00 SY	\$	69.00	\$	2,829.00
72	COMMUNICATION CONDUIT SYSTEM, _____	1.00 LS	\$	14,500.00	\$	14,500.00
Schedule A-1 Subtotal					\$	<u>1,007,908.00</u>
Summary of Bid Items					Bid Total	\$ <u>1,007,908.00</u>



Project Location

Project location, 10" sewer replacement



< **Business Lookup**

License Information:

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

Entity name: DW EXCAVATING, INC

Business name: DW EXCAVATING INC

Entity type: [Profit Corporation](#)

UBI #: 603-543-995

Business ID: 001

Location ID: 0001

Location: Active

Location address: 1301 4TH AVE NE
WATFORD CITY ND 58854

Mailing address: PO BOX 1432
WATFORD CITY ND 58854-1432



Excise tax and reseller permit status:[Click here](#)**Secretary of State information:**[Click here](#)

Owners and officers on file with the Department of Revenue

Owners and officers	Title
WILSON, DERREK CLAYTON	

Registered Trade Names

Registered trade names	Status	First issued
DW CONCRETE	Active	Dec-01-2016
DW EXCAVATING INC	Active	Sep-17-2015
DW EXCAVATING, INC.	Active	Jan-10-2019
DW INDUSTRIES	Active	Jan-22-2025

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 2/4/2025 3:02:15 PM



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Check if your browser is supported



**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 01/27/2025**Committee Agenda type:** Discussion**Date Rec'd**

1/22/2025

Clerk's File #

ORD C36640

Cross Ref #**Project #****Council Meeting Date:** 02/24/2025**Submitting Dept**

HUMAN RESOURCES

Bid #**Contact Name/Phone**

ALLISON ADAM 6383

Requisition #**Contact E-Mail**

AADAM@SPOKANECITY.ORG

Agenda Item Type

Special Budget Ordinance

Council Sponsor(s)

PDILLON MCATHCART

Sponsoring at Administrators Request

NO

Lease? NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

0620 SPECIAL BUDGET ORDINANCE- Q1 2025 HR RANGE CHANGES

Agenda Wording

Special Budget Ordinance- Q1 2025 HR Salary Range Changes

Summary (Background)

The City's Human Resources department conducted an internal and external salary analysis of the below positions due to a change in duties and job responsibilities. The individual positions effected by the salary analysis are listed within. Upon approval, these range changes will be put into effect in the HR system and incumbents' pay will be adjusted.

What impacts would the proposal have on historically excluded communities?

N/A recurring HR admin task

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 recurring HR admin task

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

N/A recurring HR admin task

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?

Ensures compensation equity

Council Subcommittee Review

N/A; doesn't exist

Fiscal Impact			
Approved in Current Year Budget? NO			
Total Cost		\$ \$71,000-\$105,000+	
Current Year Cost		\$ \$71,000-\$105,000+	
Subsequent Year(s) Cost		\$	
<u>Narrative</u>			
For SPNs with former ranges, Citywide: \$71,000 - \$105,000 and General Fund: \$29,000 - \$41,000. However, with SPNs without a former range, indeterminable.			
Amount		Budget Account	
Select	\$		#
Select	\$		#
Select	\$		#
Select	\$		#
Select	\$		#
Select	\$		#
Funding Source Recurring			
Funding Source Type Reserves			
Is this funding source sustainable for future years, months, etc?			
No, additional revenues or a reduction of expenses will need to occur to accommodate this in future years.			
Expense Occurrence		Recurring	
Other budget impacts (revenue generating, match requirements, etc.)			
Personnel budgets will not be increased for these changes. Existing personnel budgets are expected to cover the increased expense due to vacancy savings. If vacancy savings aren't sufficient, the increase will be funded with reserves or unappropriated fund balance.			
Approvals		Additional Approvals	
Dept Head	ADAM, ALLISON	MANAGEMENT &	STRATTON, JESSICA
Division Director	ADAM, ALLISON		
Accounting Manager	BAIRD, CHRISTI		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		
Distribution List			

Council Briefing Paper

Finance & Administration Committee

Committee Date	01/27/2025																																																																						
Submitting Department	Human Resources																																																																						
Contact Name	Allison Adam, Director of HR																																																																						
Contact Email & Phone	aadam@spokanecity.org																																																																						
Council Sponsor(s)	CM Dillon & CM Cathcart																																																																						
Select Agenda Item Type	<input checked="" type="checkbox"/> Discussion Time Requested: 5min																																																																						
Agenda Item Name	Special Budget Ordinance – Q1 2025 HR Range Changes																																																																						
Grant Item	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																																																																						
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda																																																																						
<p>Summary</p> <p>What is the specific purpose or need for the budget adjustment?</p> <p>What changes or developments have triggered this request?</p>	<p>The City’s Human Resources department conducted an internal and external salary analysis of the below positions due to a change in duties and job responsibilities. The individual positions effected by the salary analysis are listed below. Upon approval, these range changes will be put into effect in the HR system and incumbents’ pay will be adjusted.</p> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="width: 8%;">Unio n</th> <th style="width: 8%;">SPN/ Job Cod e</th> <th style="width: 24%;">Title</th> <th style="width: 8%;">From Grad e</th> <th style="width: 8%;">To Grad e</th> <th style="width: 14%;">Former Range</th> <th style="width: 14%;">New Range</th> </tr> </thead> <tbody> <tr> <td colspan="7">Civil Service Request</td> </tr> <tr> <td>Local 270</td> <td>520</td> <td>Water Hydroelectric Maintenance Technician</td> <td>-0-</td> <td>33</td> <td>-0-</td> <td>\$51,030.72 - \$79,803.30</td> </tr> <tr> <td>Local 270</td> <td>302</td> <td>Enforcement Specialist</td> <td>36</td> <td>39</td> <td>\$54,225.36- \$84,689.28</td> <td>\$56,543.04- \$91,955.52</td> </tr> <tr> <td>Local 270</td> <td>302C</td> <td>Certified Enforcement Specialist</td> <td>39</td> <td>-0-</td> <td>\$56,543.04- \$91,955.52</td> <td>-0-</td> </tr> <tr> <td>MPB</td> <td>214</td> <td>Field Engineer</td> <td>44</td> <td>45</td> <td>\$76,546.08- \$108,722.1 6</td> <td>\$78,467.04- \$111,227.76</td> </tr> <tr> <td>MPB</td> <td>051</td> <td>Administrativ e Manager</td> <td>37</td> <td>40</td> <td>\$64,581.84- \$91,350.00</td> <td>\$69,467.76- \$98,428.32</td> </tr> <tr> <td>MPB</td> <td>152</td> <td>Digital Forensics Analyst</td> <td>-0-</td> <td>49</td> <td>-0-</td> <td>\$86,359.68- \$121,793.04</td> </tr> <tr> <td>MPA</td> <td>718</td> <td>Community Economic Development Operations Manager</td> <td>-0-</td> <td>58</td> <td>-0-</td> <td>\$109,807.92 - \$154,136.16</td> </tr> <tr> <td>MPB</td> <td>123</td> <td>Sr. Treasury Specialist</td> <td>-0-</td> <td>44</td> <td>-0-</td> <td>\$76,545.08- \$108,722.16</td> </tr> </tbody> </table>	Unio n	SPN/ Job Cod e	Title	From Grad e	To Grad e	Former Range	New Range	Civil Service Request							Local 270	520	Water Hydroelectric Maintenance Technician	-0-	33	-0-	\$51,030.72 - \$79,803.30	Local 270	302	Enforcement Specialist	36	39	\$54,225.36- \$84,689.28	\$56,543.04- \$91,955.52	Local 270	302C	Certified Enforcement Specialist	39	-0-	\$56,543.04- \$91,955.52	-0-	MPB	214	Field Engineer	44	45	\$76,546.08- \$108,722.1 6	\$78,467.04- \$111,227.76	MPB	051	Administrativ e Manager	37	40	\$64,581.84- \$91,350.00	\$69,467.76- \$98,428.32	MPB	152	Digital Forensics Analyst	-0-	49	-0-	\$86,359.68- \$121,793.04	MPA	718	Community Economic Development Operations Manager	-0-	58	-0-	\$109,807.92 - \$154,136.16	MPB	123	Sr. Treasury Specialist	-0-	44	-0-	\$76,545.08- \$108,722.16
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	Local 270	193F 1	Geographic Information Systems (GIS) Technician I	-0-	35	-0-	\$53,264.88- \$83,039.76
	Local 270	193F 2	GIS Technician II	-0-	40	-0-	\$57,378.24- \$94,523.76
	MPB	194F 1	GIS Analyst I	-0-	42	-0-	\$72,745.92- \$103,251.60
	MPB	194F 2	GIS Analyst II	-0-	45	-0-	\$78,467.04- \$111,227.76
	MPB	195	Sr. GIS Analyst	-0-	49	-0-	\$86,359.68- \$121,793.04
	MPB	196	GIS Manager	-0-	54	-0-	\$98,177.76- \$139,812.48
	Local 270	291F 1	Technical Services Specialist I	-0-	32	-0-	\$49,986.72- \$78,320.88
	Local 270	291F 2	Technical Services Specialist II	-0-	38	-0-	\$55,561.68- \$88,927.92
	Local 270	292	Sr. Technical Services Specialist	-0-	41	-0-	\$58,359.60- \$96,027.12
	MPB	293	Technical Services Manager	-0-	54	-0-	\$98,177.76- \$139,812.48
	MPB	294F 1	IT Analyst I	-0-	42	-0-	\$72,745.92- \$103,251.60
	MPB	294F 2	IT Analyst II	-0-	45	-0-	\$78,467.04- \$111,227.76
	MPB	295	Sr. IT Analyst	-0-	49	-0-	\$86,359.68- \$121,793.04
	MPB	296	IT Supervisor	-0-	52	-0-	\$92,811.60- \$132,045.12
	MPB	297	Principal IT Analyst	-0-	52	-0-	\$92,811.60- \$132,045.12
	MPB	298	Information Technology Manager	-0-	54	-0-	\$98,177.76- \$139,812.48
	MPB	299	Sr. Information Technology Manager	-0-	58	-0-	\$108,471.60 - \$154,574.64

Fiscal Impact

Approved in current year budget? Yes No N/A

Total Cost: For SPNs with former ranges, Citywide: \$71,000 - \$105,000 and General Fund: \$29,000 - \$41,000. However, for SPNs without a former range, indeterminable.

Current year cost: For SPNs with former ranges, Citywide: \$71,000 - \$105,000 and General Fund: \$29,000 - \$41,000. However, for SPNs without a former range, indeterminable.

Subsequent year(s) cost: The cost in subsequent years will be the total cost ranges above multiplied by the contracted Cost of Living Adjustments (COLAs) applicable to that year and union.

Funding Source One-time Recurring N/A

Specify funding source: Reserves

Is this funding source sustainable for future years, months, etc? No, additional revenues or a reduction of expenses will need to occur to accommodate this in future years.

Expense Occurrence One-time Recurring N/A

Other budget impacts: Personnel budgets will not be increased for these changes. Existing personnel budgets are expected to cover the increased expense due to vacancy savings. If vacancy savings aren't sufficient, the increase will be funded with reserves or unappropriated fund balance.

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

- What are the net impacts this adjustment will have on the specifically affected line items?
No budget change will be made, but personnel expenses will change in the effected Funds.
- What operational changes will occur because of this adjustment?
No operational changes.
- What are the potential risks or consequences of not approving the budget adjustment?
If the City's compensation plan and/or job classifications are left unchanged, there is a risk of losing parity with the compensation plans of outside organizations, resulting in difficulty hiring or retaining existing employees.
- 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?
Ensures compensation equity.

What current racial and other inequities might this special budget ordinance address?

Ensure compensation equity

ORDINANCE NO C36640

AN ORDINANCE AMENDING ORDINANCE NO. C36626, PASSED BY THE CITY COUNCIL ON DECEMBER 9, 2024, AND ENTITLED IN PART “AN ORDINANCE ADOPTING A BIENNIAL BUDGET FOR THE CITY OF SPOKANE”, MAKING APPROPRIATION ADJUSTMENTS FOR YEAR 2025, AND DECLARING AN EMERGENCY.

WHEREAS, subsequent to the adoption of the biennial budget Ordinance No. C36626, as above entitled in part, and which passed the City Council December 9, 2024, it is necessary to make changes in the appropriations of the various Funds listed below, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk’s Office for five days;

NOW, THEREFORE, the City Council of Spokane does ordain:

Section 1. That in the budget of the General Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Change the grade and associated pay range for the Administrative Manager position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	051	Administrative Manager	37	40	\$64,582-\$91,350	\$69,468-\$98,428

- 2) Change the grade and associated pay range for the Field Engineer position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	214	Field Engineer	44	45	\$76,546-\$108,722	\$78,467-\$111,228

- 3) Change the grade and associated pay range for the Community Economic Development Operations Manager position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-A	718	Community Economic Development Operations Manager	N/A	58	N/A	\$109,808-\$154,136

- 4) Change the grade and associated pay range for the Digital Forensics Analyst position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	152	Digital Forensics Analyst	N/A	49	N/A	\$86,360-\$121,793

- 5) Change the grade and associated pay range for the Senior Treasury Specialist position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	123	Senior Treasury Specialist	N/A	44	N/A	\$76,545-\$108,722

Section 2. That in the budget of the Street Maintenance Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Change the grade and associated pay range for the Administrative Manager position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	051	Administrative Manager	37	40	\$64,582-\$91,350	\$69,468-\$98,428

Section 3. That in the budget of the Code Enforcement Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Change the grade and associated pay range for the Enforcement Specialist position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
Local270	302	Enforcement Specialist	36	39	\$54,225-\$84,689	\$56,543-\$91,956

- 2) Change the grade and associated pay range for the Certified Enforcement Specialist position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
Local270	302C	Certified Enforcement Specialist	39	N/A	\$56,543-\$91,956	N/A

Section 4. That in the budget of the Fire/ Emergency Medical Services Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Change the grade and associated pay range for the Administrative Manager position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	051	Administrative Manager	37	40	\$64,582-\$91,350	\$69,468-\$98,428

Section 5. That in the budget of the Water - Wastewater Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Change the grade and associated pay range for the Administrative Manager position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	051	Administrative Manager	37	40	\$64,582-\$91,350	\$69,468-\$98,428

- 2) Change the grade and associated pay range for the Water Hydroelectric Maintenance Technician position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
Local270	520	Water Hydroelectric Maintenance Technician	N/A	33	N/A	\$51,031-\$79,803

Section 6. That in the budget of the Solid Waste Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Change the grade and associated pay range for the Administrative Manager position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	051	Administrative Manager	37	40	\$64,582-\$91,350	\$69,468-\$98,428

Section 7. That in the budget of the Information Technology/ Management Information Services Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Change the grade and associated pay range for the Geographic Information Systems (GIS) Technician I position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
Local270	193F1	GIS Technician I	N/A	35	N/A	\$53,265-\$83,040

- 2) Change the grade and associated pay range for the GIS Technician II position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
Local270	193F2	GIS Technician II	N/A	40	N/A	\$57,378-\$94,524

- 3) Change the grade and associated pay range for the GIS Analyst I position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	194F1	GIS Analyst I	N/A	42	N/A	\$72,746-\$103,252

- 4) Change the grade and associated pay range for the GIS Analyst II position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	194F2	GIS Analyst II	N/A	45	N/A	\$78,467-\$111,228

- 5) Change the grade and associated pay range for the Senior GIS Analyst position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	195	Senior GIS Analyst	N/A	49	N/A	\$86,360- \$121,793

- 6) Change the grade and associated pay range for the GIS Manager position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	196	GIS Manager	N/A	54	N/A	\$98,178- \$139,812

- 7) Change the grade and associated pay range for the Technical Services Specialist I position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
Local270	291F1	Technical Services Specialist I	N/A	32	N/A	\$49,987- \$78,321

- 8) Change the grade and associated pay range for the Technical Services Specialist II position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
Local270	291F2	Technical Services Specialist II	N/A	38	N/A	\$55,562- \$88,928

- 9) Change the grade and associated pay range for the Senior Technical Services Specialist position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
Local270	292	Senior Technical Services Specialist	N/A	41	N/A	\$58,360- \$96,027

- 10) Change the grade and associated pay range for the Technical Services Manager position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	293	Technical Services Manager	N/A	54	N/A	\$98,178- \$139,812

- 11) Change the grade and associated pay range for the Information Technology (IT) Analyst I position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	294F1	IT Analyst I	N/A	42	N/A	\$72,746- \$103,252

- 12) Change the grade and associated pay range for the IT Analyst II position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	294F2	IT Analyst II	N/A	45	N/A	\$78,467- \$111,228

13) Change the grade and associated pay range for the Senior IT Analyst position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	295	Senior IT Analyst	N/A	49	N/A	\$86,360- \$121,793

14) Change the grade and associated pay range for the IT Supervisor position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	296	IT Supervisor	N/A	52	N/A	\$92,812- \$132,045

15) Change the grade and associated pay range for the Principal IT Analyst position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	297	Principal IT Analyst	N/A	52	N/A	\$92,812- \$132,045

16) Change the grade and associated pay range for the IT Manager position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	298	IT Manager	N/A	54	N/A	\$98,178- \$139,812

17) Change the grade and associated pay range for the Senior IT Manager position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	299	Senior IT Manager	N/A	58	N/A	\$108,472- \$154,575

Section 8. That in the budget of the Development Services Center/ Building Services Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

1) Change the grade and associated pay range for the Administrative Manager position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
M&P-B	051	Administrative Manager	37	40	\$64,582- \$91,350	\$69,468- \$98,428

Section 9. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to adjust pay ranges to align with salary analysis, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 01/23/2025**Committee Agenda type:** Discussion**Date Rec'd**

1/15/2025

Clerk's File #

RES 2025-0005

Cross Ref #**Project #****Council Meeting Date:** 02/10/2025**Submitting Dept**

CITY COUNCIL

Bid #**Contact Name/Phone**

ABIGAIL 625-6426

Requisition #**Contact E-Mail**

AMMARTIN@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Council Sponsor(s)

MCATHCART PDILLON ZZAPPONE

Sponsoring at Administrators Request

NO

Lease? NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

0320 - RESOLUTION APPROVING 2026 SAFE STREETS FOR ALL PROJECTS

Agenda Wording

Resolution approving year 2026 applications and 2025 adaptive projects to be paid from the Spokane Safe Streets for All Fund, not to exceed \$2,200,000

Summary (Background)

The City Council is asked to annually authorize neighborhood traffic projects paid from the "Safe Streets For All Fund" (formerly known as the Traffic Calming Measures Fund). This resolution outlines the projects for 2026 construction, set forth in Exhibit A. The project list is created via several lenses, accounting for funding/project history, safety, new developments in neighborhoods, etc. In addition, the resolution approves of continuation and expansion of the 2024 Adaptive Design pilot into year 2025, with additional adaptive design projects outlined in Exhibit B.

What impacts would the proposal have on historically excluded communities?

The funds from this program make our community safer via the traffic safety cameras (speed and photo red) and traffic calming (Spokane Safe Streets for All) projects

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?

The fund and its projects correlate with and mitigate safety concerns across our community.

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

The Spokane Police Department's collision data, data collected from our traffic engineers and the Streets Department, and neighborhood feedback all inform our approach to the program and fund expenditures.

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 proposal is in line with the City Council's commitments and responsibility to neighborhoods, constituents, and our City's commitment to complete streets and safety for a multi-modal transportation network.

Council Subcommittee Review

Discussed at subcommittee meeting with Council Members Cathcart, Zappone, and Dillon, throughout 2024.

Fiscal Impact	
Approved in Current Year Budget?	YES
Total Cost	\$ 2,200,000
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<u>Narrative</u>	
Projects selected based on historical methodologies as well as projected available funds in the Safe Streets for All Fund.	
Amount	Budget Account
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Funding Source Recurring	
Funding Source Type Program Revenue	
Is this funding source sustainable for future years, months, etc?	
Yes.	
Expense Occurrence	N/A
Other budget impacts (revenue generating, match requirements, etc.)	
Approvals	
Dept Head	
Division Director	
Accounting Manager	ZOLLINGER, NICHOLAS
Legal	SCHOEDEL, ELIZABETH
For the Mayor	
Distribution List	
	publicworksaccounting@spokanecity.org

RESOLUTION NO. 2025-0005

A Resolution approving year 2026 applications and 2025 adaptive projects to be paid from the Spokane Safe Streets for All Fund.

WHEREAS, the City of Spokane maintains a special revenue fund into which revenues from automated traffic safety cameras are deposited, codified under Section 07.08.148 of the Spokane Municipal Code and known as the “Safe Streets For All Fund,” and formerly known as the Traffic Calming Measures Fund; and

WHEREAS, Section 07.08.148 of the Spokane Municipal Code outlines the permissible uses of revenues in the “Safe Streets For All” Fund, including, but not limited to funding of “roadway infrastructure improvements with a demonstrable connection to safe systems improvements” as well as “implementation of adaptive design strategies” in the city’s roadways; and

WHEREAS, the City Council historically has adopted resolutions regarding the allocation of funds generated from automated traffic safety cameras, with the most recent allocation set forth in Resolution 2024-0028 for the "Cycle 12" projects; and

WHEREAS, on July 10, 2023, the City Council adopted Resolution 2023-0057, which instituted a new allocation criteria and funding process for traffic calming projects that incorporates a four-year funding cycle, commencing with year 2024 and continuing through year 2027, and further taking into account the historical investment of traffic calming funds invested in each council district, the comparative costs of individual projects, and the most favorable timing for commencement of each project; and

WHEREAS, throughout the years 2022 and 2023, City staff have conducted extensive outreach among and with the 29 neighborhoods in Spokane to finalize their list of priority traffic calming projects; and

WHEREAS, on June 24, 2024, the City Council adopted Resolution 2024-0053, titled “Janet Mann Safe Streets Now!” and requesting implementation of pilot adaptive design strategies into traffic calming projects; and

WHEREAS, consistent with Resolutions 2023-0057, 2024-0028 and 2024-0053, and the expressed and continuing preferences of neighborhoods, the City Council endorses the use of revenues in the Spokane Safe Streets for All Fund for the projects identified in Exhibits “A” and “B” to this resolution, with the actual continuation of projects in 2026 to be as set forth in the resolution,

NOW, THEREFORE, BE IT RESOLVED that, consistent with its prior resolutions, the City Council approves of the use of revenues in the Safe Streets for All Fund for the traffic calming projects for the year 2026 as identified in Exhibit "A," and

IT IS FURTHER RESOLVED, that the City Council requests and approves of continuation of the Adaptive Design pilot in 2025, including those projects identified in Exhibit "B," and

IT IS FURTHER RESOLVED, the total cost of all projects approved under this resolution and charged to the Spokane Safe Streets for All Fund for years 2025 and 2026 shall not exceed \$2,200,000, and shall be selected from among those projects identified in the attached Exhibits A and B and

IT IS FURTHER RESOLVED, that additional traffic calming projects for the year 2027 shall be by separate resolution; and

AND IT IS FURTHER RESOLVED that nothing in this resolution shall be deemed to alter the allocations and funding set forth in the "Cycle 12" projects in Resolution 2024-0028 or to otherwise affect projects already underway as of the date of this resolution.

ADOPTED by the City Council this ____ day of _____, 2024.

City Clerk

Approved as to form:

City Attorney

RESOLUTION 2025-0005

EXHIBIT A

District 1

Hillyard- Bruce (Crestline to Lee, RRFB only)
Hillyard- Market-Haven couplet (RRFB at Haven/Queen)
Logan- Marietta Ave sidewalk

District 2

East Central- Goodwill crosswalk @ 3rd/Cowley
Comstock- 37th (High to Bernard)
Lincoln Heights- 11th Altamont corner treatment
West Hills- Sandridge speed humps

District 3

Audubon/Downriver- NW Blvd (RRFB only)
Emerson-Garfield- Buckeye/Washington (NB only)
Northwest- Francis @ Fotheringham

RESOLUTION 2025-0005

Exhibit B

District 1

Bemiss- Regal @ Rich (traffic circle or bumpouts)
Riverside- LPI implementation

District 2

East Central- 9th (Altamont to Perry)
Grandview-Thorpe- 17th @ D Street
Lincoln Heights- 17th (Havana to Rockwood)
Manito/Cannon Hill- Bernard (18th to 21st)

District 3

North Indian Trail- Shawnee @ Farmdale

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 01/27/2025**Committee Agenda type:** Consent**Council Meeting Date:** 02/24/2025

Date Rec'd		1/13/2025	
Clerk's File #		RES 2025-0008	
Cross Ref #		OPR 2025-0134	
Project #			
Submitting Dept	FLEET SERVICES	Bid #	SOLE SOURCE
Contact Name/Phone	RICK GIDDINGS 625-7706	Requisition #	CR 27151
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	PDILLON MCATHCART		
Sponsoring at Administrators Request	NO		
Lease? NO	Grant Related? NO	Public Works? NO	
Agenda Item Name	5100 - SOLE SOURCE RESOLUTION FOR TRANSPORT EQUIPMENT		

Agenda Wording

Fleet Services is seeking approval for a Sole Source Resolution and 5-year contract with Transport Equipment for repairs and maintenance on Mack trucks owned by the City.

Summary (Background)

Transport Equipment of Spokane is the only authorized dealer for Mack Truck parts and service within our region. Sole source justification and required public notification have been completed. Contract is not to exceed \$50,000 per year for a 5-year total of \$250,000.

What impacts would the proposal have on historically excluded communities?

None identified.

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

Data will not be collected.

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

Cost and service data is collected by Fleet Services for future analysis.

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

Aligns with city purchasing rules and Centralized Fleet Management Policy.

Council Subcommittee Review

No Committee for this topic.

Fiscal Impact			
Approved in Current Year Budget? YES			
Total Cost	\$ \$250,000		
Current Year Cost	\$ \$50,000		
Subsequent Year(s) Cost	\$ \$50,000		
Narrative			
Sole source justification and required public notification have been completed per City purchasing rules. Hourly rate and part cost are reasonable compared with similar vendors.			
Amount			
Budget Account			
Expense \$ 250,000	# 5100-71700-48348-54803-99999		
Select \$	#		
Select \$	#		
Select \$	#		
Select \$	#		
Select \$	#		
Funding Source Recurring			
Funding Source Type Program Revenue			
Is this funding source sustainable for future years, months, etc?			
Yes			
Expense Occurrence	Recurring		
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals			
Additional Approvals			
Dept Head	GIDDINGS, RICHARD	PURCHASING	PRINCE, THEA
Division Director	BOSTON, MATTHEW		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	HARRINGTON,		
For the Mayor	PICCOLO, MIKE		
Distribution List			
jkimmey@transportequip.com		rgiddings@spokanecity.org	
Tprince@spokanecity.org		fleetservicesaccounting@spokanecity.org	

SOLE-SOURCE RESOLUTION

A RESOLUTION declaring TRANSPORT EQUIPMENT (Spokane, WA) a sole-source provider and authorizing the City to enter into a Contract for the purpose of service on MACK trucks and equipment on an “as needed” basis for a five (5) year period – approximately \$50,000 annually without public bidding and a Value Blanket Order for the purchase of MACK parts on an “as needed” basis for a five (5) year period – approximately \$50,000.00 annually without public bidding.

WHEREAS, the above referenced service and parts are only available through authorized distributors and Pape’ Machinery is our local authorized distributor; and

WHEREAS, these parts are essential in maintaining the city’s equipment fleet; and

WHEREAS, the estimated annual expenditure for MACK parts and service exceeds the 2025 public bid limit of \$50,000 for goods and services;

-- Now, Therefore,

BE IT RESOLVED by the City Council for the City of Spokane that it hereby declares the service of John Deere, Wirtgen and Vogeles equipment and the purchase of John Deere, Wirtgen and Vogeles parts a sole-source purchase through Pape’ Machinery.; and

BE IT FURTHER RESOLVED that the City Council authorizes a five (5) Contract for the purpose of service of Mack equipment - \$50,000 annually without public bidding and a five (5) year Value Blanket Order for the purchase of Mack parts on an “as needed” basis - \$50,000, without public bidding.

ADOPTED BY THE CITY COUNCIL ON _____

City Clerk

Approved as to form:

Assistant City Attorney



City of Spokane
PERSONAL SERVICE AGREEMENT
Title: **SERVICE FOR MACK EQUIPMENT**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **TRANSPORT EQUIPMENT, INC.**, whose address is 5615 East Third Avenue, Spokane, Washington 99212 as (“Company”), individually hereafter referenced as a “party”, and together as the “parties”.

The parties agree as follows:

1. PERFORMANCE.

The Company shall provide Service for Mack Equipment pursuant to the Sole Source Justification, which is attached as Exhibit B. In the event of a conflict between these documents and this City Contract, the terms of this contract will control.

2. TERM OF AGREEMENT.

The term of this Agreement begins on February 1, 2025, and shall run through January 31, 2030, unless amended by written agreement or terminated earlier under the provisions of this Agreement.

3. COMPENSATION / PAYMENT.

Total annual compensation for Company’s services under this Agreement shall not exceed **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00)**, and applicable tax, per year, for everything furnished and done under this Agreement. This is an optional use contract. Services by the Company are provided on an as-needed basis upon request in accordance with the terms of the Contract documents. Only the services requested, received and accepted will be paid for by the City.

The Company shall submit its applications for payment to City of Spokane, Fleet Services Department, 914 East North Foothills Drive, Spokane, Washington, 99207. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

4. TAXES, FEES AND LICENSES.

A. Company shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Company’s sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

5. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Company shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov 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, 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

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 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 thirty (30) 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.

TRANSPORT EQUIPMENT, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

- Exhibit A – Certificate Regarding debarment
- Exhibit B – Sole Source Justification Form

25-008

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 are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

4. I understand that a false statement of this certification may be grounds for termination of the contract.

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

EXHIBIT B



**CITY OF
SPOKANE**
808 W Spokane
Falls Blvd
Spokane WA
99201

SOLE SOURCE JUSTIFICATION

Description of Product/Service: Parts and Service for Mack Trucks

Requisition Number: None

Estimated amount of this purchase: \$ 50,000

Contract Period January 1 2025 to December 31 2029

Department: Fleet Contact Person: Rick Giddings Phone: 509-625-7706

Due Date: N/A Work must be completed by: N/A

Date Material/Equipment/Supplies must be delivered by: As Needed

Location: Fleet Services 915 N Nelson, Spokane, WA 99202

Date Service must begin by: January 1, 2025

Please provide the following information in order to document justification of a sole source purchase.

1. Explain why the product/service requested is the only product/service that can satisfy your requirements, and explain why alternatives are unacceptable. Be specific with regard to specifications, features, characteristics, requirements, capabilities, and compatibility. Describe what steps have been undertaken to make this determination.

Our Fleet has been purchasing an increasing number of Mack Trucks. Transport Equipment is the only local authorized dealer for Mack Truck parts and Factory Service. Sole Source Letter is attached.

2. Explain why this service provider, supplier, or manufacturer is the only practicably available source from which to obtain this product or service, and describe the efforts that were made to verify and confirm whether, or not, this is so. (Obtain and include a letter from the manufacturer confirming claims made by distributors or exclusive distributorships regarding the product or service, if that is cited as a reason for this Sole Source.)

Mack Trucks has authorized Transport Equipment as their exclusive dealer for truck sales, parts, and service in our geographic area.

3. Will this purchase obligate us to a particular vendor for future purchases (either in terms of maintenance that only this vendor will be able to perform and/or if we purchase this item, will we need more "like" items in the future to match this one)?

No. This will only cover parts and services that are proprietary to Mack Trucks.

4. Explain why the price for this product or service is considered to be fair and reasonable.

Transport Equipment service and repair prices have been evaluated for non-sole-source repairs and are in line with other HD repair vendors.

5. Describe the negotiation efforts, if any, that have been made with the supplier to obtain the best possible price.

Comparison of labor rates revealed that Transport Equipment prices are fair and reasonable, so no negotiation was necessary.

6. Explain the consequence(s) to the city or public, including a dollar estimate of the financial impact, if this Sole Source is not approved.

Proprietary repairs and specific Mack parts would need to be purchased from other more distant dealerships or be performed in house or by less qualified vendors. Downtime, shipping, and inefficiency would increase costs significantly.

Requested Vendor: Transport Equipment

Vendor's Address: 5615 E 3rd Ave, Spokane Valley, WA 99212

Vendor Contact: James Knott Phone: 509-927-2525

If the cost of the sole source procurement is greater than the appropriate procurement threshold for department action, immediately contact the Purchasing Division or City Attorney's Office as appropriate.

My department's recommendation for sole source is based upon an objective review of the good/service being required and appears to be in the best interest of the City. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities, favor, or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

Signature of Requestor
(must be an authorized Department Buyer)

Richard Giddings

Date

10/15/24

Signature of Department Head or Designee

Thea Prince

Date

10/15/24

Approval by Purchasing (Over \$50,000)

Date

Approval by Grants Management
(Required for grant funded purchases)

Date







Sole Source Justification Form Transport Equipment 2024

Final Audit Report

2024-10-15

Created:	2024-10-15
By:	Richard Giddings (rgiddings@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAbizeRTYRYki8U_igBEgqtnTshuoj2YZK

"Sole Source Justification Form Transport Equipment 2024" History

-  Document created by Richard Giddings (rgiddings@spokanecity.org)
2024-10-15 - 10:41:09 PM GMT
-  Document e-signed by Richard Giddings (rgiddings@spokanecity.org)
Signature Date: 2024-10-15 - 10:42:36 PM GMT - Time Source: server
-  Document emailed to Thea Prince (tprince@spokanecity.org) for signature
2024-10-15 - 10:42:37 PM GMT
-  Email viewed by Thea Prince (tprince@spokanecity.org)
2024-10-15 - 10:44:58 PM GMT
-  Document e-signed by Thea Prince (tprince@spokanecity.org)
Signature Date: 2024-10-15 - 10:45:41 PM GMT - Time Source: server
-  Agreement completed.
2024-10-15 - 10:45:41 PM GMT



TRANEQU-07

JDILLON1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/9/2025

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 License # 696868 HUB International Mountain States Limited 2703 Connery Way Missoula, MT 59808	CONTACT Jordan Dillon NAME: PHONE (A/C, No, Ext): (406) 303-6083 FAX (A/C, No): E-MAIL ADDRESS: Jordan.dillon@hubinternational.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Charter Oak Fire Insurance Company</td> <td>25615</td> </tr> <tr> <td>INSURER B: Travelers Property Casualty Company of America</td> <td>25674</td> </tr> <tr> <td>INSURER C: Idaho State Insurance Fund</td> <td>36129</td> </tr> <tr> <td>INSURER D: Montana State Fund</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: Charter Oak Fire Insurance Company	25615	INSURER B: Travelers Property Casualty Company of America	25674	INSURER C: Idaho State Insurance Fund	36129	INSURER D: Montana State Fund		INSURER E:		INSURER F:
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INSURER F:														
INSURED Transport Equipment, Inc 9300 Inspiration Drive Missoula, MT 59801														

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	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR X Garage Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		AD-A2936801-24-14	11/1/2024	11/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input 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 <input checked="" type="checkbox"/> Garage Liability	X		AD-A2936801-24-14	11/1/2024	11/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Each Accident \$ 1,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-A2944665-24-14	11/1/2024	11/1/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in MI) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	653626	6/1/2024	6/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Garagekeepers			AD-A2936801-24-14	11/1/2024	11/1/2025	Limit - see below
D	Worker's Compensatio			03-406419-6	6/1/2024	6/1/2025	Employers Liability 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Garagekeepers - 9300 INSPIRATION DRIVE MISSOULA MT 59808
 Comprehensive Limit: \$2,500,000

 Garagekeepers - 5615 E 3RD AVE SPOKANE WA 99212
 Comprehensive Limit: \$2,500,000

 Garagekeepers - 3218 EAST MAIN ST LEWISTON ID 83501
 SEE ATTACHED ACORD 101

CERTIFICATE HOLDER City of Spokane 808 W Spokane Falls Blvd 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

AGENCY CUSTOMER ID: TRANEQU-07

JDILLON1

LOC #: 0



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY HUB International Mountain States Limited		License # 696868	NAMED INSURED Transport Equipment, Inc 9300 Inspiration Drive Missoula, MT 59801
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

**Description of Operations/Locations/Vehicles:
Comprehensive Limit: \$350,000**

**Deductibles for all locations:
Comprehensive Deductible: \$2,500 per auto/\$10,000 max
Wind/Hail Deductible: \$2,500 per auto/no max**

**Garagekeepers Blanket
Collision Limit: \$3,100,000
Collision Deductible: \$2,500**

General/Auto Liability: CA 00 25 10 13 Auto Dealers Coverage Form (Additional Insured)



STATE OF WASHINGTON

BUSINESS LICENSE

Profit Corporation

TRANSPORT EQUIPMENT, INC. DBA TRANSPORT EQUIPMENT, INC.
OF SPOKANE
TRANSPORT EQUIPMENT, INC.
5615 E 3RD AVE
SPOKANE VALLEY WA 99212-0751

UNEMPLOYMENT INSURANCE - ACTIVE
MINOR WORK PERMIT - ACTIVE
MOTOR VEHICLE DEALER #02290 - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE

Issue Date: Mar 02, 2024

Unified Business ID #: 601838350

Business ID #: 001

Location: 0001

Expires: Feb 28, 2025

CITY/COUNTY ENDORSEMENTS:

SPOKANE VALLEY GENERAL BUSINESS #00932 - ACTIVE
SPOKANE GENERAL BUSINESS - NON-RESIDENT #T12029287BUS - ACTIVE

DUTIES OF MINORS:

Ages 16-17: SHOP CLEAN UP/HELPER, ADMIN HELPER, PARTS WAREHOUSE HELPER, AND/OR TRUCK WASHER
Ages 14-15: SHOP CLEAN UP/HELPER, ADMIN HELPER, PARTS WAREHOUSE HELPER, AND/OR TRUCK WASHER

LICENSING RESTRICTIONS:

It is the business's responsibility to comply with minor work permit requirements. See WAC 296-125-030 and WAC 296-125-033 for Non-Agricultural and WAC 296-131-125 for Agricultural guidelines and restricted activities.
Minors may not operate or work in close proximity to heavy moving equipment. This includes, but is not limited to, earth-moving machines, cranes, compactors, forklifts and tractors. WAC 296-125-030(17)

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: 601838350 001 0001

TRANSPORT EQUIPMENT, INC.
DBA TRANSPORT EQUIPMENT,
INC. OF SPOKANE
TRANSPORT EQUIPMENT, INC.
5615 E 3RD AVE
SPOKANE VALLEY WA 99212-0751

UNEMPLOYMENT INSURANCE - ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
MINOR WORK PERMIT - ACTIVE
TAX REGISTRATION - ACTIVE
MOTOR VEHICLE DEALER #02290 - ACTIVE
SPOKANE VALLEY GENERAL BUSINESS #00932 - ACTIVE
SPOKANE GENERAL BUSINESS - NON-RESIDENT #T12029287BUS - ACTIVE

STATE OF WASHINGTON

Expires: Feb 28, 2025

Director, Department of Revenue



STATE OF WASHINGTON

BUSINESS LICENSE

Profit Corporation

TRANSPORT EQUIPMENT, INC. DBA TRANSPORT EQUIPMENT, INC.
OF SPOKANE
TRANSPORT EQUIPMENT, INC.
5615 E 3RD AVE
SPOKANE VALLEY WA 99212-0751

REGISTERED TRADE NAMES:

TRANSPORT EQUIPMENT, INC.

Issue Date: Mar 02, 2024

Unified Business ID #: 601838350

Business ID #: 001

Location: 0001

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SPOKANE GENERAL BUSINESS - NON-RESIDENT #T12029287BUS - ACTIVE

STATE OF WASHINGTON

Expires: Feb 28, 2025

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)

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 01/27/2025**Committee Agenda type:** Consent**Council Meeting Date:** 02/24/2025

		Date Rec'd	1/13/2025
		Clerk's File #	RES 2025-0009
		Cross Ref #	OPR 2025-0135
		Project #	
Submitting Dept	FLEET SERVICES	Bid #	SOLE SOURCE
Contact Name/Phone	RICK GIDDINGS 625-7706	Requisition #	CR 27148
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	PDILLON MCATHCART		
Sponsoring at Administrators Request	NO		
Lease? NO	Grant Related? NO	Public Works? NO	
Agenda Item Name	5100 - SOLE SOURCE RESOLUTION FOR WESTERN STATES EQUIPMENT		

Agenda Wording

Fleet Services is seeking approval for a Sole Source Resolution and 5-year service contract with Western States Equipment for the repair and maintenance of Caterpillar equipment owned by the City.

Summary (Background)

Western States of Spokane is the only authorized dealer of parts and service for Caterpillar Equipment in our region. Sole Source justification and required public notification has been completed. Contract expenditures are not to exceed \$50,000 per year for a 5-year total of \$250,000.

What impacts would the proposal have on historically excluded communities?

None identified.

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

Data will not be collected.

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

Fleet collects cost and service data for future evaluation.

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

Aligns with City Purchasing and Centralized Fleet Management Policies.

Council Subcommittee Review

No subcommittee for this topic.

Fiscal Impact			
Approved in Current Year Budget?			
Total Cost	\$ \$250,000		
Current Year Cost	\$ \$50,000		
Subsequent Year(s) Cost	\$ \$50,000		
<u>Narrative</u>			
Sole source justification and required public notification have been completed per city purchasing rules. Hourly rate and parts cost are reasonable compared with similar vendors.			
Amount			
Budget Account			
Expense \$ 250,000	# 5100-71700-48348-54803-99999		
Select \$	#		
Select \$	#		
Select \$	#		
Select \$	#		
Select \$	#		
Funding Source Recurring			
Funding Source Type Program Revenue			
Is this funding source sustainable for future years, months, etc?			
Yes			
Expense Occurrence	Recurring		
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals			
Additional Approvals			
Dept Head	GIDDINGS, RICHARD	<u>PURCHASING</u>	PRINCE, THEA
Division Director	BOSTON, MATTHEW		
Accounting Manager	ZOLLINGER, NICHOLAS		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		
Distribution List			
Adam Hirstein adam.hirstein@wseco.com		rgiddings@spokanecity.org	
Tprince@spokanecity.org		fleetservicesaccounting@spokanecity.org	

SOLE-SOURCE RESOLUTION

A RESOLUTION declaring WESTERN STATES EQUIPMENT (Spokane, WA) a sole-source provider and authorizing the City to enter into a Contract for the purpose of service on CATERPILLAR trucks and equipment on an “as needed” basis for a five (5) year period – approximately \$50,000 annually without public bidding and a Value Blanket Order for the purchase of CATERPILLAR parts on an “as needed” basis for a five (5) year period – approximately \$50,000.00 annually without public bidding.

WHEREAS, the above referenced service and parts are only available through authorized distributors and Pape’ Machinery is our local authorized distributor; and

WHEREAS, these parts are essential in maintaining the city’s equipment fleet; and

WHEREAS, the estimated annual expenditure for CATERPILLAR parts and service exceeds the 2025 public bid limit of \$50,000 for goods and services;

-- Now, Therefore,

BE IT RESOLVED by the City Council for the City of Spokane that it hereby declares the service of Caterpillar equipment and the purchase of Caterpillar parts a sole-source purchase through Western States Equipment.; and

BE IT FURTHER RESOLVED that the City Council authorizes a five (5) Contract for the purpose of service of Caterpillar equipment - \$50,000 annually without public bidding and a five (5) year Value Blanket Order for the purchase of Caterpillar parts on an “as needed” basis - \$50,000, without public bidding.

ADOPTED BY THE CITY COUNCIL ON _____

City Clerk

Approved as to form:

Assistant City Attorney



City of Spokane

PERSONAL SERVICE AGREEMENT

Title: **SERVICE FOR CATERPILLAR EQUIPMENT**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **WESTERN STATES EQUIPMENT COMPANY**, whose address is 500 East Overland, Meridian, Idaho 83642 as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. PERFORMANCE.

The Company shall provide Service for Caterpillar Equipment pursuant to the Sole Source Justification, which is attached as Exhibit B. In the event of a conflict between these documents and this City Contract, the terms of this contract will control.

2. TERM OF AGREEMENT.

The term of this Agreement begins on February 1, 2025, and shall run through January 31, 2030, unless amended by written agreement or terminated earlier under the provisions of this Agreement.

3. COMPENSATION / PAYMENT.

Total annual compensation for Company's services under this Agreement shall not exceed **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00)**, and applicable tax, per year, for everything furnished and done under this Agreement. This is an optional use contract. Services by the Company are provided on an as-needed basis upon request in accordance with the terms of the Contract documents. Only the services requested, received and accepted will be paid for by the City.

The Company shall submit its applications for payment to City of Spokane, Fleet Services Department, 914 East North Foothills Drive, Spokane, Washington, 99207. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

4. TAXES, FEES AND LICENSES.

A. Company shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Company's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

5. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Company shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov 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, 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

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 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 thirty (30) 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.

WESTERN STATES EQUIPMENT COMPANY

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

- Exhibit A – Certificate Regarding debarment
- Exhibit B – Sole Source Justification Form

25-007

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 are 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



**CITY OF
SPOKANE**
808 W Spokane
Falls Blvd
Spokane WA
99201

SOLE SOURCE JUSTIFICATION

Description of Product/Service: Parts and Service for Caterpillar Equipment

Requisition Number: None

Estimated amount of this purchase: \$ 50,000

Contract Period 1/01/25 - 12/31/2029

Department: Fleet Services Contact Person: Rick Giddings Phone: 509-625-7706

Due Date: N/A Work must be completed by: N/A

Date Material/Equipment/Supplies must be delivered by: As Needed

Location: SCSC, 915 N Nelson St, Spokane, WA 99202

Date Service must begin by: 01/01/2025

Please provide the following information in order to document justification of a sole source purchase.

1. Explain why the product/service requested is the only product/service that can satisfy your requirements, and explain why alternatives are unacceptable. Be specific with regard to specifications, features, characteristics, requirements, capabilities, and compatibility. Describe what steps have been undertaken to make this determination.

Western States has been designated by Caterpillar as the only authorized distributor for parts and service for Caterpillar Equipment in our geographic area. A Sole source letter is attached.

2. Explain why this service provider, supplier, or manufacturer is the only practicably available source from which to obtain this product or service, and describe the efforts that were made to verify and confirm whether, or not, this is so. (Obtain and include a letter from the manufacturer confirming claims made by distributors or exclusive distributorships regarding the product or service, if that is cited as a reason for this Sole Source.)

See Above

3. Will this purchase obligate us to a particular vendor for future purchases (either in terms of maintenance that only this vendor will be able to perform and/or if we purchase this item, will we need more "like" items in the future to match this one)?

No. Proprietary parts and repairs for Caterpillar Equipment must be purchased through an authorized dealer. It is not necessary to purchase Caterpillar Equipment in the future.

4. Explain why the price for this product or service is considered to be fair and reasonable. Prices for labor are comparable to other heavy equipment dealers and repair shops in the area.

5. Describe the negotiation efforts, if any, that have been made with the supplier to obtain the best possible price.

Prices are deemed to be reasonable so negotiations are not necessary.

6. Explain the consequence(s) to the city or public, including a dollar estimate of the financial impact, if this Sole Source is not approved.

Proprietary repairs will need to be completed in house or by less qualified vendors. Some parts cannot be purchased outside of the Caterpillar network. Downtime, freight and inefficiency costs would be significant.

Requested Vendor: Western States Equipment

Vendor's Address: 20150 E Cataldo Ave, Liberty Lake, WA 99016

Vendor Contact: Eric Druffel Phone: 509-204-9149

If the cost of the sole source procurement is greater than the appropriate procurement threshold for department action, immediately contact the Purchasing Division or City Attorney's Office as appropriate.

My department's recommendation for sole source is based upon an objective review of the good/service being required and appears to be in the best interest of the City. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities, favor, or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

Signature of Requestor
(must be an authorized Department Buyer)

Richard Giddings

Date

10/15/24

Signature of Department Head or Designee

Date

Thea Prince

10/15/24

Approval by Purchasing (Over \$50,000)

Date

Approval by Grants Management
(Required for grant funded purchases)

Date







Sole Source Justification Form Western States 2024

Final Audit Report

2024-10-15

Created:	2024-10-15
By:	Richard Giddings (rgiddings@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAApUKWbQNNM0HnU2-fBPY8xbJ7xwymcfBY

"Sole Source Justification Form Western States 2024" History

-  Document created by Richard Giddings (rgiddings@spokanecity.org)
2024-10-15 - 11:27:08 PM GMT
-  Document e-signed by Richard Giddings (rgiddings@spokanecity.org)
Signature Date: 2024-10-15 - 11:27:54 PM GMT - Time Source: server
-  Document emailed to Thea Prince (tprince@spokanecity.org) for signature
2024-10-15 - 11:27:55 PM GMT
-  Email viewed by Thea Prince (tprince@spokanecity.org)
2024-10-15 - 11:37:47 PM GMT
-  Document e-signed by Thea Prince (tprince@spokanecity.org)
Signature Date: 2024-10-15 - 11:37:57 PM GMT - Time Source: server
-  Agreement completed.
2024-10-15 - 11:37:57 PM GMT

DESCRIPTIONS (Continued from Page 1)

Voluntary Compensation for all Employees
Blanket 30 Day NOC



STATE OF WASHINGTON

BUSINESS LICENSE

Issue Date: May 04, 2024

Unified Business ID #: 600394624

Business ID #: 001

Location: 0001

Expires: Apr 30, 2025

Profit Corporation

WESTERN STATES EQUIPMENT COMPANY
CAT RENTAL STORE
20150 E CATALDO AVE
LIBERTY LAKE WA 99016-5377

UNEMPLOYMENT INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE
OFF-ROAD VEHICLE DEALER #12470 - ACTIVE

CITY/COUNTY ENDORSEMENTS:

- LIBERTY LAKE GENERAL BUSINESS - ACTIVE
- PROSSER GENERAL BUSINESS - NON-RESIDENT - ACTIVE
- SPOKANE VALLEY GENERAL BUSINESS - NON-RESIDENT - ACTIVE
- SPOKANE GENERAL BUSINESS - NON-RESIDENT #T12009501BUS - ACTIVE
- MOSES LAKE GENERAL BUSINESS - NON-RESIDENT #BL2023-0412 - ACTIVE

LICENSING RESTRICTIONS:

Not licensed to hire minors without a Minor Work Permit.

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: 600394624 001 0001

STATE OF WASHINGTON

Expires: Apr 30, 2025

WESTERN STATES EQUIPMENT COMPANY
CAT RENTAL STORE
20150 E CATALDO AVE
LIBERTY LAKE WA 99016-5377

UNEMPLOYMENT INSURANCE - ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE
OFF-ROAD VEHICLE DEALER #12470 - ACTIVE
LIBERTY LAKE GENERAL BUSINESS - ACTIVE
PROSSER GENERAL BUSINESS - NON-RESIDENT - ACTIVE
SPOKANE VALLEY GENERAL BUSINESS - NON-RESIDENT - ACTIVE
SPOKANE GENERAL BUSINESS - NON-RESIDENT #T12009501BUS -

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)

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 01/27/2025**Committee Agenda type:** Consent**Council Meeting Date:** 02/24/2025

		Date Rec'd	1/13/2025
		Clerk's File #	RES 2025-0011
		Cross Ref #	
		Project #	
Submitting Dept	FLEET SERVICES	Bid #	SOLE SOURCE
Contact Name/Phone	RICK GIDDINGS 625-7706	Requisition #	CR 27147
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG		
Agenda Item Type	Resolutions		
Council Sponsor(s)	PDILLON MCATHCART		
Sponsoring at Administrators Request	NO		
Lease? NO	Grant Related? NO	Public Works? NO	
Agenda Item Name	5100 - SOLE SOURCE RESOLUTION FOR PAPE MACHINERY		

Agenda Wording

Fleet Services is seeking approval for a Sole Source Resolution and 5-year Service Contract for the repair and maintenance of John Deere, Wirtgen, and VogeLe equipment owned by the City.

Summary (Background)

Pape Machinery is the only authorized dealer of parts and service for John Deere, Wirtgen, and VogeLe equipment within a reasonable distance from our location. Sole source resolution has been completed, and required public notice has been provided. Yearly expenditures are not to exceed \$200,000 for a 5-year total of \$1,000,000.

What impacts would the proposal have on historically excluded communities?

None identified

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

Data will not be collected.

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

Fleet Services collects cost and service information for future comparison.

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

Aligns with City Purchasing and Centralized Fleet Management Policies.

Council Subcommittee Review

No Subcommittee for this topic.

Fiscal Impact	
Approved in Current Year Budget? YES	
Total Cost	\$ \$1,000,000
Current Year Cost	\$ \$200,000
Subsequent Year(s) Cost	\$ \$200,000
<u>Narrative</u>	
Sole source justification and required public notice has been completed in accordance with City purchasing rules. Hourly rates and parts costs are reasonable in comparison to similar vendors.	
Amount	
Budget Account	
Expense	\$ 1,000,000
Select	\$ #
Select	\$ #
Select	\$ #
Select	\$ #
Select	\$ #
Funding Source Recurring	
Funding Source Type Program Revenue	
Is this funding source sustainable for future years, months, etc?	
Yes	
Expense Occurrence	One-Time
Other budget impacts (revenue generating, match requirements, etc.)	
Approvals	
Additional Approvals	
Dept Head	GIDDINGS, RICHARD
Division Director	BOSTON, MATTHEW
Accounting Manager	ZOLLINGER, NICHOLAS
Legal	SCHOEDEL, ELIZABETH
For the Mayor	PICCOLO, MIKE
Distribution List	
gwarren@papemachinery.com (Gerald Warren)	rgiddings@spokanecity.org
Tprince@spokanecity.org	fleetservicesaccounting@spokanecity.org

SOLE-SOURCE RESOLUTION

A RESOLUTION declaring PAPE' MACHINERY (Spokane, WA) a sole-source provider and authorizing the City to enter into a Contract for the purpose of service on JOHN DEERE, WIRTEN AND VOGELE trucks and equipment on an "as needed" basis for a five (5) year period – approximately \$200,000 annually without public bidding and a Value Blanket Order for the purchase of JOHN DEERE, WIRTGEN AND VOGELE parts on an "as needed" basis for a five (5) year period – approximately \$50,000.00 annually without public bidding.

WHEREAS, the above referenced service and parts are only available through authorized distributors and Pape' Machinery is our local authorized distributor; and

WHEREAS, these parts are essential in maintaining the city's equipment fleet; and

WHEREAS, the estimated annual expenditure for JOHN DEERE, WIRTGEN AND VOGELE parts and service exceeds the 2025 public bid limit of \$50,000 for goods and services;

-- Now, Therefore,

BE IT RESOLVED by the City Council for the City of Spokane that it hereby declares the service of John Deere, Wirtgen and Vogeles equipment and the purchase of John Deere, Wirtgen and Vogeles parts a sole-source purchase through Pape' Machinery.; and

BE IT FURTHER RESOLVED that the City Council authorizes a five (5) Contract for the purpose of service of John Deere, Wirten and Vogeles equipment - \$200,000 annually without public bidding and a five (5) year Value Blanket Order for the purchase of John Deere, Wirtgen and Vogeles parts on an "as needed" basis - \$50,000, without public bidding.

ADOPTED BY THE CITY COUNCIL ON _____

City Clerk

Approved as to form:

Assistant City Attorney



City of Spokane
PERSONAL SERVICE AGREEMENT
Title: **SERVICE FOR JOHN DEERE, WIRTGEN
AND VOGELE EQUIPMENT**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **PAPE` MACHINERY, INC.**, whose address is 6210 West Rowand Road, Spokane, Washington 99224 as (“Company”), individually hereafter referenced as a “party”, and together as the “parties”.

The parties agree as follows:

1. PERFORMANCE.

The Company shall provide Service for John Deere, Wirtgen and Vogele Equipment pursuant to the Sole Source Justification, which is attached as Exhibit B. In the event of a conflict between these documents and this City Contract, the terms of this contract will control.

2. TERM OF AGREEMENT.

The term of this Agreement begins on February 1, 2025, and shall run through January 31, 2030, unless amended by written agreement or terminated earlier under the provisions of this Agreement.

3. COMPENSATION / PAYMENT.

Total annual compensation for Company’s services under this Agreement shall not exceed **TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00)**, and applicable tax, per year, for everything furnished and done under this Agreement. This is an optional use contract. Services by the Company are provided on an as-needed basis upon request in accordance with the terms of the Contract documents. Only the services requested, received and accepted will be paid for by the City.

The Company shall submit its applications for payment to City of Spokane, Fleet Services Department, 914 East North Foothills Drive, Spokane, Washington, 99207. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

4. TAXES, FEES AND LICENSES.

A. Company shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Company’s sole responsibility to monitor and determine changes or

the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

5. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Company shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov 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, 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

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 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 thirty (30) 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.

PAPE` MACHINERY, INC

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Certificate Regarding debarment

Exhibit B – Sole Source Justification Form

25-004

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 are 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



**CITY OF
SPOKANE**
808 W Spokane
Falls Blvd
Spokane WA
99201

**SOLE SOURCE
JUSTIFICATION**

Description of Product/Service: Parts and Service for John Deere, Wirtgen and Vogele

Requisition Number: None

Estimated amount of this purchase: \$ 200,000

Contract Period 1/01/2025 - 12/31/2029

Department: Fleet Services Contact Person: Rick Giddings Phone: 509-625-7706

Due Date: N/A Work must be completed by: N/A

Date Material/Equipment/Supplies must be delivered by: As Needed

Location: SCSC, 915 N Nelson St, Spokane, WA 99202

Date Service must begin by: 1/01/2025

Please provide the following information in order to document justification of a sole source purchase.

1. Explain why the product/service requested is the only product/service that can satisfy your requirements, and explain why alternatives are unacceptable. Be specific with regard to specifications, features, characteristics, requirements, capabilities, and compatibility. Describe what steps have been undertaken to make this determination.

The City primarily uses John Deere for heavy equipment as well as Wirtgen and Vogele for other specialty paving equipment. Most parts and service for this equipment must be purchased through an authorized Dealership.

2. Explain why this service provider, supplier, or manufacturer is the only practicably available source from which to obtain this product or service, and describe the efforts that were made to verify and confirm whether, or not, this is so. (Obtain and include a letter from the manufacturer confirming claims made by distributors or exclusive distributorships regarding the product or service, if that is cited as a reason for this Sole Source.)

John Deere, Wirtgen, and Vogeles have designated Pape Equipment as the only authorized distributor for proprietary John Deere, Wirtgen, and Vogeles parts and service.

3. Will this purchase obligate us to a particular vendor for future purchases (either in terms of maintenance that only this vendor will be able to perform and/or if we purchase this item, will we need more "like" items in the future to match this one)?

No. Although we have several pieces of equipment that will continue to require parts and service from Pape, we are under no obligation to purchase John Deere, Wirtgen, or Vogeles Equipment in the future.

4. Explain why the price for this product or service is considered to be fair and reasonable.

Pape's labor costs have been compared to other heavy equipment dealerships and repair facilities and are in line with industry standards.

5. Describe the negotiation efforts, if any, that have been made with the supplier to obtain the best possible price.

Prices have been deemed reasonable, so negotiations are not necessary.

6. Explain the consequence(s) to the city or public, including a dollar estimate of the financial impact, if this Sole Source is not approved.

Proprietary repairs would need to be done in house or with other, less qualified vendors. Parts would need to be shipped from other authorized dealers. Downtime, freight, and inefficiency would add significant cost.

Requested Vendor: Pape Machinery

Vendor's Address: 6210 W Rowand Rd, Spokane, WA 99224

Vendor Contact: Peter Van Voorhis Phone: 509-838-5252

If the cost of the sole source procurement is greater than the appropriate procurement threshold for department action, immediately contact the Purchasing Division or City Attorney's Office as appropriate.

My department's recommendation for sole source is based upon an objective review of the good/service being required and appears to be in the best interest of the City. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities, favor, or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

Signature of Requestor
(must be an authorized Department Buyer)

Richard Giddings

Date

10/16/24

Signature of Department Head or Designee

Date

Thea Prince

10/16/24

Approval by Purchasing (Over \$50,000)

Date

Approval by Grants Management
(Required for grant funded purchases)

Date







Sole Source Justification Form Pape 2024 revised

Final Audit Report

2024-10-16

Created:	2024-10-16
By:	Richard Giddings (rgiddings@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-6lfnQOTAdv--5wAr6AB4Z4yJBlInE-Gg

"Sole Source Justification Form Pape 2024 revised" History

-  Document created by Richard Giddings (rgiddings@spokanecity.org)
2024-10-16 - 0:08:52 AM GMT
-  Document e-signed by Richard Giddings (rgiddings@spokanecity.org)
Signature Date: 2024-10-16 - 0:09:48 AM GMT - Time Source: server
-  Document emailed to Thea Prince (tprince@spokanecity.org) for signature
2024-10-16 - 0:09:50 AM GMT
-  Email viewed by Thea Prince (tprince@spokanecity.org)
2024-10-16 - 2:23:24 PM GMT
-  Document e-signed by Thea Prince (tprince@spokanecity.org)
Signature Date: 2024-10-16 - 2:23:49 PM GMT - Time Source: server
-  Agreement completed.
2024-10-16 - 2:23:49 PM GMT



STATE OF WASHINGTON

BUSINESS LICENSE

Issue Date: Mar 22, 2024

Unified Business ID #: 602189602

Business ID #: 001

Location: 0016

Expires: Mar 31, 2025

Profit Corporation

PAPE' MACHINERY, INC.
PAPE MACHINERY INC
6210 W ROWAND RD
SPOKANE WA 99224-5321

UNEMPLOYMENT INSURANCE - ACTIVE
MINOR WORK PERMIT - ACTIVE
MISCELLANEOUS VEHICLE DEALER SUBAGENCY #06989 - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE

CITY/COUNTY ENDORSEMENTS:

SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE
COLVILLE GENERAL BUSINESS - NON-RESIDENT #026960.0 - ACTIVE
PACIFIC GENERAL BUSINESS - NON-RESIDENT #103475 - ACTIVE

DUTIES OF MINORS:

Ages 16-17: CLEANING, ORGANIZING, ASSIST WITH PULLING PARTS, CLERICAL DUTIES, PREPARATION AND PRE-DELIVERY SETUP OF EQUIPMENT

LICENSING RESTRICTIONS:

It is the business's responsibility to comply with minor work permit requirements. See WAC 296-125-030 and WAC 296-125-033 for Non-Agricultural and WAC 296-131-125 for Agricultural guidelines and restricted activities.

Only 17 year olds may drive on public roadways if such driving is occasional and incidental. Restricted to daylight hours. 16 and 17 year olds may occasionally drive on employer's private property. WAC 296-125-030 (2). See L&I's Policy: ES.C.4.3.

Service occupations: if a minor works past 8 p.m., minor must be supervised by a responsible adult employee who is

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: 602189602 001 0016

PAPE' MACHINERY, INC.
PAPE MACHINERY INC
6210 W ROWAND RD
SPOKANE WA 99224-5321

FOLD HERE

STATE OF WASHINGTON

FOLD HERE

UNEMPLOYMENT INSURANCE - ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
MINOR WORK PERMIT - ACTIVE
TAX REGISTRATION - ACTIVE
MISCELLANEOUS VEHICLE DEALER SUBAGENCY #06989 - ACTIVE
SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE
COLVILLE GENERAL BUSINESS - NON-RESIDENT #026960.0 - ACTIVE
PACIFIC GENERAL BUSINESS - NON-RESIDENT #103475 - ACTIVE

Expires: Mar 31, 2025

Director, Department of Revenue



STATE OF WASHINGTON

BUSINESS LICENSE

Profit Corporation

PAPE' MACHINERY, INC.
PAPE MACHINERY INC
6210 W ROWAND RD
SPOKANE WA 99224-5321
on the premises at all times. WAC 296-125-030(30)

Issue Date: Mar 22, 2024

Unified Business ID #: 602189602

Business ID #: 001

Location: 0016

Expires: Mar 31, 2025

REGISTERED TRADE NAMES:

PAPE MACHINERY INC

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: 602189602 001 0016

PAPE' MACHINERY, INC.
PAPE MACHINERY INC
6210 W ROWAND RD
SPOKANE WA 99224-5321

STATE OF WASHINGTON

FOLD HERE

FOLD HERE

UNEMPLOYMENT INSURANCE - ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
MINOR WORK PERMIT - ACTIVE
TAX REGISTRATION - ACTIVE
MISCELLANEOUS VEHICLE DEALER
SUBAGENCY #06989 - ACTIVE
SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE
COLVILLE GENERAL BUSINESS - NON-RESIDENT #026960.0 - ACTIVE
PACIFIC GENERAL BUSINESS - NON-RESIDENT #103475 - ACTIVE

Expires: Mar 31, 2025

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)

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 02/03/2025**Committee Agenda type:** Discussion**Date Rec'd**

1/29/2025

Clerk's File #

RES 2025-0010

Cross Ref #**Project #****Council Meeting Date:** 02/24/2025**Submitting Dept**

CITY COUNCIL

Bid #**Contact Name/Phone**

JACKSON DEESE 625-6718

Requisition #**Contact E-Mail**

JDEESE@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Council Sponsor(s)

LNAVARRETE ZZAPPONE BWILKERSON

Sponsoring at Administrators Request

NO

Lease? NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

0320 RESOLUTION SUPPORTING THE IMMIGRANT AND REFUGEE

Agenda Wording

Resolution supporting the immigrant and refugee communities in Spokane and affirming the City of Spokane's compliance with the Keep Washington Working Act of 2019.

Summary (Background)

Immigrant and refugee community members requested a resolution from City Council to support and affirm that the City will abide by the provisions of the Keep Washington Working Act of 2019 and support opportunities to create a safe community for all residents. The Keep Washington Working Act is a Washington State law that directs local law enforcement to not collect information or inquire about immigration status while carrying out their responsibilities, and further provides that local law enforcement not affirmatively assist federal immigration officers in servicing lawful enforcement actions. Many community members are anxious about the state of flux in federal immigration policy and want to ensure that their rights are defended as residents of Washington State and the City of Spokane.

What impacts would the proposal have on historically excluded communities?

The resolution supports minority communities of immigrants and refugees and provides clarity that they can safely engage with local law enforcement without fear of becoming involved with federal immigration enforcement.

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, although ensuring an appropriate response to local calls for law enforcement regardless of the immigration status or refugee status of the caller will presumably generate more accurate data about whether law enforcement is serving the needs of all members of the community.

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

Annual updates from Spokane Police Department.

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

The resolution is consistent with current municipal code and follows city policies of ensuring a safe community where everyone belongs and is guaranteed the services and protections provided by the City of Spokane and the State of Washington.

Council Subcommittee Review

Not reviewed by a subcommittee. Resolution was created in partnership with community members.

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	\$
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<u>Narrative</u>	
There are no known fiscal impacts associated with complying with the state law.	
Amount	Budget Account
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Funding Source N/A	
Funding Source Type	Select
Is this funding source sustainable for future years, months, etc?	
Expense Occurrence	N/A
Other budget impacts (revenue generating, match requirements, etc.)	
Approvals	Additional Approvals
<u>Dept Head</u>	
<u>Division Director</u>	
<u>Accounting Manager</u>	BAIRD, CHRISTI
<u>Legal</u>	SCHOEDEL, ELIZABETH
<u>For the Mayor</u>	
Distribution List	

RESOLUTION NO. 2025-0010

A resolution committing the City of Spokane to the enforcement of the Keep Washington Working Act of 2019 and supporting legal and immigration defense services.

WHEREAS, the City of Spokane has taken great steps to promote and foster inclusivity, diversity, anti-racism and belonging, and is committed to ending the spread of hate, bigotry, and harassment based on race, color, religion, national origin, ethnicity, sex, gender, gender identity, and expression, sexual orientation or any other protected characteristic as defined by law; and

WHEREAS, as set forth in SMC 01.03.030, the official motto of the City of Spokane is “In Spokane, We All Belong”; and

WHEREAS, as set forth in SMC 12.05.050, the City of Spokane wishes to affirm its commitment to the well-being and safety of all of its community members, to ensure that they are protected and their constitutional rights are respected; and

WHEREAS, as set forth in SMC 18.01.020, the City of Spokane values the dignity and worth of all human beings and is committed to promoting justice, equity and an inclusive environment for all by respecting cultural and individual diversity and fostering mutual understanding among all people regardless of race, religion, creed, color, sex, national origin, marital status, familial status, domestic violence victim status, age, sexual orientation, gender identity, honorably discharged veteran or military status, refugee status, the presence of any sensory, mental or physical disability as defined by the Americans with Disabilities Act and/or the Washington State Law Against Discrimination, or the receipt of, or eligibility for the receipt of, funds from any housing choice or other subsidy program or alternative source of income; and

WHEREAS, the **Keep Washington Working Act (KWWA)**, adopted by the Washington State Legislature in 2019 as Engrossed Second Substitute Senate Bill 5497, establishes statewide policies to ensure public safety and protect the rights and dignity of Washington’s immigrant and refugee communities; and

WHEREAS, the KWWA prohibits the use of state and local resources for immigration enforcement, thus fostering trust between immigrant communities and local law enforcement, and reducing fear of reporting crimes or accessing services; and

WHEREAS, Spokane Chief of Police reminded our community, “SPD does not enforce federal immigration laws or take actions based on an individual’s immigration status in compliance with the Keeping Washington Working Act (RCW 10.93.160),” and further stated “SPD’s role is to serve and protect, ensuring that victims, witnesses, and community members feel safe to report crimes or seek assistance without fear;” and

WHEREAS, Governor Ferguson signed Executive Order 25-04, “Protecting Immigrant Families and Responding to Family Separation;” and creating a Family Separation Rapid Response Team as part of the Department of Children, Youth and Families to “explore

recommended policies and actions for mitigating---to the extent possible---the harm, trauma, and other lasting effects on children who experience family separation through the deportation or detention of their parents or primary caregivers;” and

WHEREAS, if implemented, mass deportation policies will significantly harm children with parents of varying immigration status, many of whom are children that are American citizens and enjoy the rights and privileges afforded to full citizens; and

WHEREAS, the City of Spokane has a proud history of being an inclusive and welcoming city that values diversity and the contributions of immigrant and refugee residents to the social, cultural, and economic fabric of our community; and

WHEREAS, according to the New American Economy Research Fund, 5.6% of the city’s population identifies as an immigrant or refugee, accounting for 7% of STEM workers, 12.7% of manufacturing workers, 8.7% of educational service workers and 7.8% of healthcare workers; and

WHEREAS, the City of Spokane’s immigrant communities face increased risks of detention, deportation, and separation from their families, necessitating robust legal and community support; and

WHEREAS, local organizations have been instrumental in providing critical “know your rights” information, legal and advocacy services to immigrant families, and these organizations face significant resource limitations; and

WHEREAS, access to legal representation significantly improves outcomes for immigrants navigating complex immigration proceedings and contributes to community stability and well-being;

NOW, THEREFORE, BE IT RESOLVED, the City of Spokane affirms that it will continue to be an inclusive, respectful, and just city that is proud of its mosaic of people from diverse cultures, faiths, beliefs and identities, and to celebrate both our individuality and commonality; and

BE IT ALSO RESOLVED, the City of Spokane reaffirms its commitment to the Keep Washington Working Act, including the directive that:

Spokane Police Department personnel shall not inquire into immigration status during interactions with residents or assist in civil immigration enforcement activities as per SMC 18.07.020 Immigration Status Information and SMC 12.05.050 Federal Civil Immigration Enforcement Operations on City Property; and

BE IT ALSO RESOLVED, the City of Spokane supports immigrant and refugee communities and will work proactively to build trust and reduce fear among immigrant and refugee communities, ensuring that all residents feel safe accessing city services and protections; and

BE IT ALSO RESOLVED, the Spokane City Council supports efforts to explore future opportunities to allocate funding to community-based organizations and to expand legal representation and immigration defense services for immigrant and refugee residents; and

BE IT ALSO RESOLVED, the City of Spokane is committed to ongoing training and oversight for city employees and law enforcement to ensure compliance with the Keep Washington Working Act and to promote cultural competency and awareness of civil rights; and

BE IT ALSO RESOLVED, the City of Spokane is committed to reporting and accountability by requesting a biannual report from the Spokane Police Department and any relevant city agencies to assess compliance with the Keep Washington Working Act and to track progress in supporting immigrant and refugee communities; and

BE IT FINALLY RESOLVED that the City of Spokane stands in solidarity with all immigrant and refugee residents and commits to fostering a safe, welcoming, and equitable community for all who call Spokane home.

PASSED AND ADOPTED by the Spokane City Council on this _____ day of _____, 2025.

City Clerk

Approved as to form:

Assistant City Attorney

Coe, Melanie

From: Samuel Smith <ssmith@mhsokane.org>
Sent: Tuesday, January 14, 2025 9:43 AM
To: City Council Testimony
Subject: In Support of Proposed KWWA Resolution

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Good morning,

I hope all City Councilmembers are doing well. My name is Samuel Smith and I am a nonprofit leader and immigration attorney in Spokane.

I want to voice my support for the proposed resolution in support of the Keep Washington Working Act of 2019 and supporting immigration legal services. KWW is a critical tool in the ability to protect our neighbors, friends, and family. It also facilitates the smooth functioning of Washington as a state, in all sectors. Protecting the dignity of our immigrant neighbors helps support the vision and a welcoming city and upholds standards that protect all of us. All flourishing is mutual and we should not shirk our responsibility to work towards that end. I ask that you vote in support of this resolution.

Thank you for your consideration.



Samuel Smith
Director of Immigrant Legal Aid and
Immigration Attorney

ssmith@mhsokane.org
(509) 309-8404
manzanitahousespokane.org
201 W. Main Ave., Spokane, WA 99201

  @mhsokane

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Coe, Melanie

From: Dorrie Mazzone <dorrie.mazzone@sbcglobal.net>
Sent: Sunday, January 19, 2025 11:42 AM
To: City Council Testimony
Subject: Testimony in Support of Resolution

[CAUTION - EXTERNAL EMAIL - Verify Sender]

As a retired educator, I know the fear students and families experience from the threat of deportations and family separations. That fear impacts every aspect of one's life. Students don't attend classes, workers don't go to work, familial, social, and religious connections are severed, emotional and psychological well-being is thwarted. Immigrants are a vital part of Spokane. When this fear is unleashed, and immigrants withdraw, our community is undermined and harmed. Immigrants deserve recognition of their contributions to our community, their inherent human worth and dignity, and protections from inhumane and unjust treatment. Immigrants are us.

I urge you to stand up for US and pass the resolution committing to the enforcement of the KWWA and support for legal and immigration defense services.

Sincerely,
Dorrie Mazzone, Ph.D.

Coe, Melanie

From: CPUSA Spokane <cpusaspokane@protonmail.com>
Sent: Sunday, January 19, 2025 9:07 PM
To: City Council Testimony
Subject: Support Latinos en Spokane Resolution
Attachments: Support Latinos en Spokane Resolution (1).pdf

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Hello,

Please see our attached letter noting our support as an organization for standing with Latinos en Spokane in supporting a resolution that reinforces the enforcement of the Keep Washington Working Act and advocating for expanding access to legal and immigration defense services in Spokane.

Thank you,

Will Neville
Communist Party USA Eastern Washington
Club Chair

Sent with [Proton Mail](#) secure email.

To Spokane City Council:

Council President Wilkerson,

The Communist Party USA Eastern Washington unequivocally supports immigrant rights and upholding the Keep Washington Working Act (KWWA) and expanding access to legal and immigration defense services in Spokane. It is imperative that the Spokane City Council passes a resolution that seeks enforcement of this act because of its importance for the Spokane area's Latino and immigrant community at large. The City of Spokane's immigrant communities have faced increased risks of detention, deportation, and separation from their families, and these risks are going to increase in the coming months as President Donald Trump settles in for his second presidential term. Trump's administration will target many immigrants in this community, which presents a danger that needs to be seriously addressed.

Currently, lawmakers in D.C. are in the process of writing extreme anti-immigration policies favored by Trump into permanent law. The right to seek asylum is protected by international and domestic law, but with the current political climate where reactionary billionaires are deciding outcomes of public policy, there lies greater challenges and fights that await. Passing a resolution to support the enforcement of this act will set the field for the City of Spokane to have some leverage in this battleground, where MAGA forces are going to be the first to instigate and scapegoat.

We stand with Latinos en Spokane, and their calls for enforcement of the Keep Washington Working Act of 2019 as well as supporting legal and immigration defense services. We stand with our Latino and immigrant community in ensuring that Spokane remains a safe, welcoming, and inclusive city. As immigrant families and organizations come together to strategize, solidarity is the key, and part of this solidarity is to create a space to help with legal assistance, Know Your Rights training as well as educating the public on the KWWA.

Thank you for taking this enforcement into consideration.

In solidarity with Latinos en Spokane,

CPUSA Eastern Washington

Coe, Melanie

From: Judy Rohrer <judy.rohrer@sbcglobal.net>
Sent: Tuesday, January 21, 2025 10:56 AM
To: City Council Testimony
Subject: Support KWWA resolution

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Please find my testimony in support of the KWWA resolution below:

I moved to Spokane in 2018 to join the faculty at Eastern Washington University. I have a personal story to share as I urge the Spokane City Council to support immigrant rights and the Keep Washington Working Act.

My grandmother immigrated from Nogales Sonora Mexico to Nogales Arizona in 1937. If my grandma tried to make that crossing today, she would be turned away at the Nogales port of entry. My mother was born in Prescott Arizona in 1938 to my grandma, a non-citizen. Grandma taught herself English listening to the radio, took the US citizenship test, and received her naturalization certificate in 1941. She went on to help other immigrants from Mexico successfully naturalize. My mom wouldn't be here, I wouldn't be here, if my grandma tried to immigrate today. I'm sure that many in Spokane have similar stories.

Washington state passed the Keep Washington Working Act in 2019. This act protects the rights and dignity of immigrants and refugees. This resolution asks that Spokane simply commit to enforcing KWWA and to supporting legal and defense services for immigrants—services not unlike those my grandma provided to other immigrants so that they could become citizens.

Judy Rohrer, PhD

Sent from my iPad

Coe, Melanie

From: Kevin S. Decker <doctordecker@gmail.com>
Sent: Tuesday, January 21, 2025 11:00 AM
To: City Council Testimony
Subject: Resolution on KWWA

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Hello

As interim director of the Gender, Women's & Sexuality Studies program at Eastern Washington University, I would like ask Spokane City Council to strongly endorse the local enforcement of the Keep Washington Working Act.

The ham-fisted, ill-conceived efforts of the new administration in Washington DC on immigration are going to lower the estimation of our country in the eyes of the rest of the world as well as to significantly weaken our economy. We can't afford for the same thing to happen in Washington state.

The new administration has, in the past, suggested that it is appropriate for states to take action on issues like this in lieu of a federal mandate. Then it reverses itself on hot-button issues like immigration.

Stand fast, hold the line.

Kevin S. Decker

Coe, Melanie

From: Roo Ramos <redfoxconsultant@gmail.com>
Sent: Tuesday, January 21, 2025 3:22 PM
To: City Council Testimony
Subject: In support of Resolution to reaffirm KWWA

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Dear Council People:

We are calling on the Spokane City Council to pass a resolution that:

- ✔ Reaffirms its commitment to the Keep Washington Working Act (KWWA): This law prohibits state agencies, including law enforcement and jails, from inquiring, releasing, or collaborating with ICE or CBP (Border Patrol).
- ✔ Provides training to city staff on the provisions of the KWWA.
- ✔ Advocates for expanded access to legal and immigration defense services in Spokane.

What is the Keep Washington Working Act? The KWWA is a law passed in 2019 to enhance public safety, promote fairness for immigrants, and protect the privacy and civil rights of all Washington residents. It ensures local law enforcement does not question individuals about their immigration status, notify ICE about noncitizens in custody, or detain individuals for civil immigration enforcement.

⚠ Action is Needed Now

⚠ By supporting this resolution, we stand united in advocating for immigrant rights and protections in Spokane.

As an Indigenous leader I am deeply concerned about the rights of Indigenous people from across the Americas and for our essential migrant communities. Please support this resolution!

Quyanaq for your time,

Roo Qallaq Ramos (they/them)
Redfox Consulting
509.638.3109

Coe, Melanie

From: Stephaine Courtney <somnspokane@gmail.com>
Sent: Tuesday, January 21, 2025 9:39 PM
To: City Council Testimony
Subject: Letter of support
Attachments: Letter of support.pdf

[CAUTION - EXTERNAL EMAIL - Verify Sender]

On behalf of the Shades of Motherhood Network, I am writing to express our unwavering commitment to equity and inclusion by addressing the systemic barriers faced by immigrant and refugee residents in Spokane. We believe in promoting fairness and justice for all, ensuring that every individual feels valued, supported, and protected.

Let's work together to create a Spokane that is just, equitable, and welcoming for all.

Sincerely,

Stephaine Courtney M.Ed

Shades of Motherhood Network
01/21/2025

To whom it may concern,

Subject: Endorsement of Equity and Inclusion Resolution for Immigrant and Refugee Residents

On behalf of the Shades of Motherhood Network, I am writing to express our unwavering commitment to equity and inclusion by addressing the systemic barriers faced by immigrant and refugee residents in Spokane. We believe in promoting fairness and justice for all, ensuring that every individual feels valued, supported, and protected.

Immigrant and refugee residents are vital to our community, bringing unique perspectives, talents, and cultural contributions that enrich Spokane. However, these residents face numerous challenges, including systemic inequities that hinder their ability to thrive. This resolution presents an opportunity to stand united and take concrete steps to dismantle these barriers.

To that end, we respectfully urge you to endorse this resolution, which seeks to:

1. Promote Awareness and Compliance: Enhance education and training for government and agency staff to ensure full understanding and implementation of the

Keep Washington Working Act.

2. Protect Vulnerable Communities: Safeguard immigrant and refugee families while mitigating legal risks for public institutions.

3. Create a Just and Inclusive Spokane: Work collectively to build a city that prioritizes equity and justice for all its residents.

Call to Action

We ask for your endorsement of this resolution to demonstrate a united front in advocating for immigrant rights and protections in Spokane. Together, we can:

- Raise awareness and ensure compliance with the Keep Washington Working Act.
- Protect our community members and public institutions.
- Build an inclusive Spokane where everyone has the opportunity to thrive.

Thank you for standing with us in this important effort. Your support will help ensure that Spokane remains a city that values and respects the contributions of all its residents, regardless of their origins.

In solidarity,

Stephaine Courtney

Executive Director
Shades of Motherhood Network
Somnspokane@gmail.com
509-217-2993

Let's work together to create a Spokane that is just, equitable, and welcoming for all.

Sincerely,

Stephaine Courtney M.Ed

Coe, Melanie

From: Luis Castillo <luis@ricspokane.org>
Sent: Tuesday, January 21, 2025 11:43 PM
To: City Council Testimony; City Council Members and Staff
Subject: Endorsement Letter KWWA Resolution
Attachments: Letter of Support KWWA - Luis Castillo RICS.docx

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Dear members of the City Council,

Please find attached a letter endorsing the Resolution to support Immigrant Communities.

Best regards,

Luis Castillo

Assistant Director
35 W. Main Ave. Ste 205
Office: (509) 209-2384
Cell: (509) 276-0167



January, 21st 2025

Spokane City Council
808 W. Spokane Falls Blvd.
Spokane, WA 99201

Dear Council President Betsy Wilkerson and Members of the Spokane City Council:

I am writing to express my strong support for the proposed resolution affirming Spokane's commitment to being an inclusive, respectful, and just city that protects and supports its immigrant communities through the enforcement of the Keep Washington Working Act, the expansion of immigration legal aid by community-based organizations, and education to city staff and the community.

As an immigrant from Venezuela who arrived in Spokane two years ago under the Venezuelan Humanitarian Parole Program (which was canceled by recent executive orders), I bring both personal experience and professional expertise to this matter. In my role as Welcome to Spokane Coordinator, and now Assistant Director of Refugee & Immigrant Connections Spokane, I have directly served over 100 refugee and immigrant participants through this program in the last year and a half. This firsthand experience has revealed critical needs in our community: language access, immigration legal aid, and education.

I have witnessed how fear can prevent immigrants from accessing essential services, including healthcare, education, and employment opportunities. The enforcement of the Keep Washington Working Act is crucial to ensure that no member of our community lives in fear when attending work, school, or seeking medical care, regardless of their documentation status. And I say regardless of their documentation status because the threats of violence and persecution affect every person that might not belong to the predominant group. Those who promote violence and discrimination based on ethnicity, race, or nationality, do not care about the Law.

I invite the City Council to consider passing this resolution and explicitly reaffirm Spokane's status as an inclusive city that promotes freedom of expression and self-determination for all residents.

Explore opportunities to allocate funding to vital local organizations providing immigration legal aid services, like Manzanita House Immigration Legal Aid and Latinos en Spokane Poder Legal. These organizations need expanded capacity to provide defensive services for:

- Asylum seekers
- Immigrants with temporary protected status affected by recent executive orders
- Individuals and families at risk of detention or deportation

Finally, including educational "Know Your Rights" sessions across neighborhood council meetings to ensure all community members understand their rights and available resources to protect them, and especially, to enforce the 14th amendment of the US Constitution that protects the life, liberty, and property of all people under US Jurisdiction.

The immigrant community in Spokane has consistently contributed to our city's economic and cultural vitality. In every corner of the city, you can find restaurants, grocery stores, gas stations, professional services offices, and local organizations owned and led by immigrants and refugees. Many of us, including myself, have built lives here, started careers, and become integral parts of the community. It is imperative that our city government actively protects and supports all residents, documented and undocumented, who have not engaged in any malicious activity.

Honorable members of the Spokane City Council, the inalienable right to the “*pursuit of Happiness*” is a fundamental part of the foundation of the Republic, and it is in your power to protect it.

Sincerely,

Luis Castillo

Assistant Director

Refugee & Immigrant Connections Spokane

luis@ricspokane.org

Coe, Melanie

From: Kelsey Rust <krustrn@gmail.com>
Sent: Tuesday, January 28, 2025 4:37 PM
To: City Council Testimony
Subject: Uphold the Keep Washington Working Act

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Hello,

As someone who works in Spokane, and resides in Spokane County, I am writing to express my support in upholding the Keep Washington Working Act. I support immigrant rights here in Spokane, and across the country.

Thank you,
Kelsey Rust
Sent from my iPhone

Coe, Melanie

From: Rosa Lee Johansen <rosaleejohansen@gmail.com>
Sent: Tuesday, January 28, 2025 7:41 PM
To: City Council Testimony
Subject: Keep Washington Working Act

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Dear Spokane City Council,
I stand firmly for Immigrants Rights in our city. We need you to uphold this 2019 law with a resolution.

Protect all Washingtonians privacy, civil rights, and liberty privacy.

Thank you
Rosa Lee Johansen

Coe, Melanie

From: dolores Kueffler <kuedee@gmail.com>
Sent: Wednesday, January 29, 2025 8:18 AM
To: City Council Testimony
Subject: Uphold "keep WA Working Act"

[CAUTION - EXTERNAL EMAIL - Verify Sender]

The protections provided by this actor, especially important in light of Trump's rush to deport. Immigrants have basic rights that are being trampled on by overzealous ice workers.

However, would this country survive without the workers willing to do the "grunt" jobs. No one else wants? These are some of the most hard-working employees, and deserve respect for their basic rights!
Please support this Act!

Sincerely,
A concern citizen,
Dolores Kueffler
Sent from my iPad

Coe, Melanie

From: Laura Hutton <laura.k.hutton@gmail.com>
Sent: Wednesday, January 29, 2025 8:56 AM
To: City Council Testimony
Subject: Please Uphold the Keep Washington Working Act

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Dear Spokane City Council,

I am a resident of East Central Spokane and am writing to ask that you uphold the the Keep Washington Working Act, a law passed by the Washington State Legislature in 2019. As a native of the inland northwest who grew up in the Spokane area, I know from personal experience that Spokane has historically been a welcoming city for immigrants and refugees. Unfortunately, many of the immigrants and refugees who make our city great are now living in fear and uncertainty about the future. Now more than ever Spokane needs to take a stand to send a message to our community that we will uphold the Keep Washington Working Act, ensuring that local law enforcement does not question individuals about immigration status, does not notify ICE about noncitizens in custody and that they prevent detention for civil immigration enforcement.

Thank you for your time and for your dedication to protecting the rights of the most vulnerable in our community, and for helping to keep Spokane a city that is focused on justice for all.

Sincerely,

Laura Hutton
East Central Spokane resident

Coe, Melanie

From: Joan Braune <braune@gonzaga.edu>
Sent: Wednesday, January 29, 2025 11:56 AM
To: City Council Testimony
Subject: Defend Keep Washington Working Act

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Dear City Council members,

I am writing in support of Latinos en Spokane to ask the City Council to uphold the Keep Washington Working Act.

As a faculty member at Gonzaga, I feel afraid for my students—while I know my institution is committed to not turning over names to ICE, I also feel as a citizen of Spokane that this promise will not mean much without protection at all levels of the city and county. We have students from all over the world. Our institution is an asset to the community, and I want people to feel safe here.

I am also hearing people in Spokane tell me about carrying extra forms of ID, worried even if they are citizens that they may be subjected to racial profiling and attempted confinement and deportation.

Please act on principle to protect state law, and discourse compliance with federal attempts to override the rule of law to enforce agendas by executive fiat.

Trump does not respect the Constitution on such basic matters as birthright citizenship—whether U.S. democracy and our Constitution lasts will depend on whether local political leaders, institutions, etc., comply with his illegal demands or stand up for moral principles.

All best,
Joan

Joan Braune, Ph.D. (she/her)
Lecturer, Philosophy
Instructor, Doctoral Program in Leadership Studies
Gonzaga University
Robinson House 111
braune@gonzaga.edu

Coe, Melanie

From: MARY NABER <peacenik_49@msn.com>
Sent: Wednesday, January 29, 2025 8:50 PM
To: City Council Testimony
Subject: Please consider the rights of ALL immigrants

[CAUTION - EXTERNAL EMAIL - Verify Sender]

I stand firmly for immigrant rights and hope the City will too!

Mary Naber
3524 W Garland Avenue
Spokane, WA 99205
509-570-6876

"In this world of change, the Buddha reminds us, time is passing very, very quickly. It is not a negative reminder. To remember this truth does not take away from the joy of life; it adds meaning to every moment."

Eknath Easwaran, from ***Take Your Time***

Coe, Melanie

From: Mike Petersen <mikeppetersen@gmail.com>
Sent: Thursday, January 30, 2025 1:22 PM
To: City Council Testimony
Subject: Resolution to endorse the Keep Washington Working Act

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Dear City Council,

In these challenging times for many in our city, I ask that you please support the resolution to uphold the **Keep Washington Working Act**—a vital law passed in 2019 by the Washington State Legislature.

With the threats posed to all immigrants right now, the Act and your endorsement would help to:

- Prohibits local law enforcement from routinely questioning individuals about immigration status.
- Restricts notifying ICE about noncitizens in custody.
- Prevents detention for civil immigration enforcement.

Thank you very much,

Mike Petersen
1817 W Gardner Ave
Spokane

Coe, Melanie

From: Sara Lambdin <slamb99@ymail.com>
Sent: Friday, January 31, 2025 5:36 PM
To: City Council Testimony
Subject: Keep Washington Working Act

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Dear Spokane City Council,

I am writing to express my strong support for upholding the Keep Washington Working Act and urge the Spokane City Council to endorse a resolution that reaffirms its commitment to immigrant rights, privacy, and public safety.

As a board member of Refugee Immigrant Connections of Spokane and a case manager working with refugees and immigrants at the International Rescue Committee, I have seen firsthand the critical role that inclusive policies play in fostering trust between government agencies and the communities they serve. The Keep Washington Working Act was designed to protect the dignity, civil rights, and safety of all Washingtonians—values that Spokane must continue to uphold.

Immigrants, including refugees and asylum seekers, are an essential part of our city's social fabric. They contribute to our economy, enrich our culture, and strengthen our communities. However, without clear protections in place, many live in fear of being unfairly targeted, detained, or separated from their families due to unnecessary entanglement between local law enforcement and immigration enforcement. This fear erodes public trust and deters individuals from accessing critical services, reporting crimes, or seeking help in times of need.

By affirming the Keep Washington Working Act, Spokane can:

- Ensure that all residents, regardless of immigration status, feel safe engaging with public institutions.
- Reduce the risk of legal liability for local agencies by adhering to state law.
- Promote a just and equitable Spokane where every individual has the opportunity to thrive.

I strongly encourage the Spokane City Council to take this step in reaffirming Spokane's commitment to fairness, public safety, and human dignity.

Thank you for your time and dedication to making Spokane a more inclusive and just city for all.

Best,
Sara Lambdin

Coe, Melanie

From: Linda Moulder <lindamoulderis@gmail.com>
Sent: Saturday, February 1, 2025 2:20 PM
To: City Council Testimony
Subject: Keep Washington Working Act

[CAUTION - EXTERNAL EMAIL - Verify Sender]

I am encouraging City Council to support the Keep Washington Working Act and our local immigrants. I strongly support immigrant rights and all the immigrants that live in our city.

Linda Moulder
2822 E Snowberry
Spokane, WA 99223

Coe, Melanie

From: Rey, Stephanie <stephanie.rey@wsu.edu>
Sent: Saturday, February 1, 2025 3:14 PM
To: City Council Testimony
Subject: Immigrant rights endorsement

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Dear City of Spokane,

I am writing to express my strong support for immigrant rights and the Keep Washington Working Act. This legislation is crucial in ensuring the protection and dignity of immigrant communities while strengthening Washington's economy.

Please let me know how I can further support this initiative.

Best,

Stephanie Alejandra Rey

Medical Student, Class of 2026

Elson S. Floyd College of Medicine

Pronouns: *She/Her/Hers*

Stephanie.rey@wsu.edu

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 02/03/2025**Committee Agenda type:** Consent**Date Rec'd**

1/30/2025

Clerk's File #

RES 2025-0012

Cross Ref #

OPR 2025-0125

Project #**Council Meeting Date:** 02/24/2025**Submitting Dept**

POLICE

Bid #**Contact Name/Phone**

JULIE O'BERG 7001

Requisition #**Contact E-Mail**

JOBORG@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Council Sponsor(s)

ZZAPPONE BWILKERSON

Sponsoring at Administrators Request

NO

Lease? NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

0680 - SOLE SOURCE RESOLUTION FOR READY REBOUND

Agenda Wording

Public Safety is seeking approval for a sole source resolution and 1 year contract for PERSONALIZED HEALTH AND PERFORMANCE PROGRAM for Public Safety staff.

Summary (Background)

Ready Rebound is the sole provider of PERSONALIZED HEALTH AND PERFORMANCE PROGRAM in our region. Sole source resolution has been completed and declaration has been verified in accordance with City administrative policies.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	\$
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<u>Narrative</u>	
Amount	Budget Account
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Funding Source	N/A
Funding Source Type	Select
Is this funding source sustainable for future years, months, etc?	
Expense Occurrence	N/A
Other budget impacts (revenue generating, match requirements, etc.)	
Approvals	
Dept Head	MCNAB, MICHAEL
Division Director	MCNAB, MICHAEL
Accounting Manager	SCHMITT, KEVIN
Legal	HARRINGTON,
For the Mayor	PICCOLO, MIKE
Additional Approvals	
PS EXEC REVIEW	YATES, MAGGIE
Distribution List	
	SPDFinance@spokanecity.org
Julie O'Berg joberg@spokanecity.org	Jason Nechanicky jnechanicky@spokanecity.org

RESOLUTION NO. 2025-0012

A Resolution declaring READY REBOUND (Milwaukee, WI) a sole source provider and authorizing the City to enter into a Contract for the purpose of service PERSONALIZED HEALTH AND PERFORMANCE PROGRAM for public safety staff, for one year period – for approximately \$182,000, without public bidding.

WHEREAS, Ready rebound is the only provider of these services in our region; and

WHEREAS, the services provided implement programs that target job preparation and recovery as well as provide resources and initiatives that support an improved process of management and prevention of injury; and

WHEREAS, the estimated annual expenditure for PERSONALIZED HEALTH AND PERFORMANCE PROGRAM exceed the competitive threshold requirements of \$50,000 for services;

WHEREAS, RCW 39.04.280 (1)(a) and SMC 07.06.170 (A) authorizes the City to waive the competitive bidding requirements for services limited to a single source of supply;

NOW, THEREFORE,

BE IT RESOLVED by the City Council for the City of Spokane, pursuant RCW 39.04.280(1)(a) and SMC 07.06.170 (A) that it hereby declares the PERSONALIZED HEALTH AND PERFORMANCE PROGRAM through READY REBOUND a sole source and waives the bidding requirements; and

BE IT ALSO RESOLVED that the City Council authorizes the City to enter into a contract with READY REBOUND for the PERSONALIZED HEALTH AND PERFORMANCE PROGRAM , in an amount not to exceed \$182,000 (excluding applicable taxes) and to expire December 31, 2025.

Passed by the City Council this ____ day of _____, 2025.

City Clerk

Approved as to form:

Assistant City Attorney

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 01/27/2025**Committee Agenda type:** Discussion**Date Rec'd**

1/22/2025

Clerk's File #

ORD C36641

Cross Ref #**Project #****Council Meeting Date:** 02/24/2025**Submitting Dept**

MAYOR

Bid #**Contact Name/Phone**

MATT BOSTON 6820 / 6779

Requisition #**Contact E-Mail**

MBOSTON@SPOKANECITY.ORG;

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

PDILLON BWILKERSON

Sponsoring at Administrators Request

NO

Lease? NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

MID-BIENNIAL REVIEW PROCESS

Agenda Wording

An ordinance relating to the mid-biennial review process; amending Sections 07.01.020, 07.14.010, and 07.14.030 of the Spokane Municipal Code; repealing Section 07.14.040 of the Spokane Municipal Code.

Summary (Background)

Pursuant to RCW 35.34.130, the City Council hereby provides for a mid-biennium review and modification of the biennial budget.

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?

This proposal aligns with RCW 35.34.130 which requires cities and towns to conduct a mid-biennial review and modification of the biennial budget.

Council Subcommittee Review

Fiscal Impact	
Approved in Current Year Budget?	N/A
Total Cost	\$
Current Year Cost	\$
Subsequent Year(s) Cost	\$
<u>Narrative</u>	
Amount	Budget Account
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Select \$	#
Funding Source	N/A
Funding Source Type	Select
Is this funding source sustainable for future years, months, etc?	
Expense Occurrence	N/A
Other budget impacts (revenue generating, match requirements, etc.)	
Approvals	
Dept Head	SCOTT, ALEXANDER
Division Director	
Accounting Manager	BAIRD, CHRISTI
Legal	SCHOEDEL, ELIZABETH
For the Mayor	PICCOLO, MIKE
Distribution List	
	mboston@spokanecity.org
amcdaniel@spokanecity.org	

ORDINANCE NO. C36641

An ordinance relating to the mid-biennial review process; amending Sections 07.01.020, 07.14.010, and 07.14.030 of the Spokane Municipal Code; repealing Section 07.14.040 of the Spokane Municipal Code.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Section 07.01.020 of Chapter 07.01 of the Spokane Municipal Code is amended to read follows:

Section 07.01.020 Mid-Biennial Review and Modification

- A. Pursuant to RCW 35.34.130, the City Council hereby provides for a mid-biennium review and modification of the biennial budget. Such review and modification shall occur no sooner than (8) months after the start of the first year of the fiscal biennium and no later than ~~((the first regularly scheduled City Council meeting in November))~~ December 15 of the first year of each biennial budget. The Mayor shall prepare proposed budget modifications to be effective the following January 1st and shall provide for publication of notice of hearing consistent with the publication of notices for adoption of ordinances.
- B. At the hearing considering the mid-biennial budget review and modifications, the City Council may, by ordinance, approve such modifications to the budget as it deems necessary or proper and consistent with RCW 35.34.130. A complete copy of the budget modifications as adopted shall be transmitted to the Division of Municipal Corporations in the office of the State Auditor and to the Association of Washington Cities as required by RCW 35.34.130.

Section 2. That Section 07.14.010 of Chapter 07.14 of the Spokane Municipal Code is amended to read follows:

Section 07.14.010 Deadline to Submit Estimates of Sources of Revenue

- A. In accord with the requirements of ~~((RCW 35.33.135))~~ RCW 35.34.230, ~~((on the))~~ not later than the first Monday of October of ((each year)) the second year of the biennium or such earlier time as may be mutually convenient), the mayor shall provide the city council with current information on estimates of revenues from all sources as adopted in the budget for the current ~~((year))~~ biennium, together with

estimates submitted by the clerk/city budget director under ~~((RCW 35.33.051))~~
RCW 35.34.070.

- B. The city council and the mayor or his or her designated representative shall consider the City's total anticipated financial requirements for the ensuing fiscal ~~((year))~~ biennium, and the city council shall determine and fix by ordinance the amount to be raised the first year of the biennium by ad valorem taxes.
- C. The city council shall review such information as is provided by the mayor or his or her designated representative and shall adopt an ordinance establishing the amount to be raised by ad valorem taxes during the second year of the biennium.
- D. Upon adoption of the ordinance fixing the amount of ad valorem taxes to be levied, the clerk/budget director shall certify the same to the board of county commissioners as required by RCW 84.52.020.

Section 3. That Section 07.14.030 of Chapter 07.14 of the Spokane Municipal Code is amended to read follows:

Section 07.14.030 Budget Monitoring and Review

- A. The Finance, Treasury and Administration Division shall provide regular, monthly, financial reports including budget-to-actual data for the General Fund and any other key fund(s), as necessary. The reports will be provided to the City Council as soon as reasonably available upon the closing of the period.
 - 1. As part of the regular monthly reports, a summary of the General Fund budgeted revenue and expenditures shall be provided with estimates of beginning and ending fund balance and reserves with presumptions and trends, and, when available, council budget staff outlooks defined in the estimates.
 - 2. In the month following the end of a quarter's Finance and Administration Committee Meeting, the Management and Budget Department will provide a summary of potential financial or operational issues that may impact the City's overall financial position, either positively or negatively, based on analysis of actuals relative to the approved budget.
 - 3. In the month following the end of the quarter, the Management and Budget Department will provide proposed ~~((budget amendments))~~ special budget ordinances as deemed appropriate based on operational activities, grant or contract awards, financial projections, or other relative information. City Council will determine which proposed ~~((budget amendments))~~ special budget ordinances will proceed for the approval process. ~~((via a special budget~~

~~ordinance. The special budget ordinance will be scheduled for approval accordingly.))~~

B. The Finance, Treasury and Administration Division shall provide a pre-audit year-end financial report for the General Fund, and any other key fund deemed appropriate. The report will include relative fund/reserve balances for the General Fund. The report will be provided to the City Council as soon as reasonable and reliable financial information is available following the close of the fiscal year, but no later than the end of ~~((May))~~ June.

C. Based on analysis of financial activity from the previous fiscal year, as reported in the pre-audit year-end financial report, the Finance, Treasury and Administration Division shall provide:

1. An update to the General Fund Five-Year Forecast based on all known or expected revenues and expenditures. The General Fund Five-Year Forecast will include the current ~~((year's))~~ biennium's budget ~~((, current year projections,))~~ and updated projections ~~((including projections))~~ for the subsequent four years and, when available, council budget staff projections for the same periods. The report will be provided to the City Council by the ~~((May))~~ July Finance and Administration Committee meeting.

~~2. Focused discussion on current year General Fund "summary type code" accounts (both within the General Fund and supported by the General Fund) that have a materiality level of a budgeted 5% of overall expenditures and/or is projected to be +/- of \$250,000 of its annual budget allocation.~~

2. During even years, ((By)) at the ((May)) November Finance and Administration Committee meeting, the Administration will provide a recommendation to the City Council which, via Special Budget Ordinance, ((rectifies the)) resolves any material budget ((inaccuracies)) variances ((identified within SMC 07.14.030 (C)(2) to fall below thresholds identified)). During odd years, material budget variances will be resolved via the mid-biennium modification period identified within SMC 07.01.020.

D. The Finance, Treasury and Administration Division, and other senior administration personnel and cabinet members, shall, upon concurrence of the mayor, make themselves available for budget deliberations with the City Council on a ~~((monthly))~~ bimonthly basis, or more frequently as mutually agreed with the mayor. The city council shall ~~((set aside its regular))~~ establish bimonthly study sessions on the second Thursday of each month, if coinciding with a holiday, the third Thursday shall be set aside for budget presentations and discussions with program managers, cabinet-level department heads, and senior level administrators. The Administration should make other staff members available as necessary or beneficial to the content of the planned discussion. The ~~((monthly))~~ bimonthly study sessions shall be held in a location that allows for real-time public viewing of the

study session via a live telecast or streaming in the same manner as regular briefing and legislative session of the city council.

Section 4. That Section 07.14.040 of Chapter 07.14 of the Spokane Municipal Code is repealed.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date