

## CITY COUNCIL MEETINGS RULES – PUBLIC DECORUM

**Strict adherence to the following rules of decorum by the public will be observed and adhered to during City Council meetings, including open forum, public comment period on legislative items, and Council deliberations:**

- 1. No Clapping!**
- 2. No Cheering!**
- 3. No Booing!**
- 4. No public outbursts!**
- 5. Three-minute time limit for comments made during open forum and public testimony on legislative items!**
- 6. No person shall be permitted to speak at open forum more often than once per month. In addition, please silence your cell phones when entering the Council Chambers!**

Further, keep the following City Council Rules in mind:

### **Rule 2.2 Open Forum**

- D. The open forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City. No person shall be permitted to speak regarding items on the current or advance agendas, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.
- E. To encourage wider participation in open forum and a broad array of public comment and varied points of view, no person shall be permitted to speak at open forum more often than once per month. However, there is no limit on the number of items on which a member of the public may testify, such as legislative items, special consideration items, hearing items, and other items before the City Council and requiring Council action that are not adjudicatory or administrative in nature, as specified in Rules 5.3 and 5.4.

### **Rule 5.4 Public Testimony Regarding Legislative Agenda Items – Time Limits**

- A. 5.4.1 The City Council shall take public testimony on all matters included on its legislative agenda, with those exceptions stated in Rule 5.4(B). Public testimony shall be limited to the final Council action. Public testimony shall be limited to three (3) minutes per speaker, unless, at his or her discretion, the Chair determines that, because of the number of speakers signed up to testify, less time will need to be allocated per speaker in order to accommodate all of the speakers. The Chair may allow additional time if the speaker is asked to respond to questions from the Council.
- B. No public testimony shall be taken on consent agenda items, amendments to legislative agenda items, or procedural, parliamentary, or administrative matters of the Council.
- C. For legislative or hearing items that may affect an identifiable individual, association, or group, the following procedure may be implemented:
  1. Following an assessment by the Chair of factors such as complexity of the issue(s), the apparent number of people indicating a desire to testify, representation by designated spokespersons, etc., the Chair shall, in the absence of objection by the majority of the Council present, impose the following procedural time limitations for taking public testimony regarding legislative matters:
    - a. There shall be up to fifteen (15) minutes for staff, board, or commission presentation of background information, if any.
    - b. The designated representative of the proponents of the issue shall speak first and may include within his or her presentation the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. Up to thirty (30) minutes shall be granted for the proponent's presentation. If there be more than one designated representative, they shall allocate the 30 minutes between or among themselves.

- c. Three minutes shall be granted for any other person not associated with the designated representative who wishes to speak on behalf of the proponent's position.
  - d. The designated representative, if any, of the opponents of the issue shall speak following the presentation of the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. The designated representative(s) of the opponents shall have the same time allotted as provided for the proponents.
  - e. Three minutes shall be granted for any other person not associated with the designated representative who wishes to speak on behalf of the opponents' position.
  - f. Up to ten minutes of rebuttal time shall be granted to the designated representative for each side, the proponents speaking first, the opponents speaking second.
2. In the event the party or parties representing one side of an issue has a designated representative and the other side does not, the Chair shall publicly ask the unrepresented side if they wish to designate one or more persons to utilize the time allotted for the designated representative. If no such designation is made, each person wishing to speak on behalf of the unrepresented side shall be granted three minutes to present his/her position, and no additional compensating time shall be allowed due to the fact that the side has no designated representative.
  3. In the event there appears to be more than two groups wishing to advocate their distinct positions on a specific issue, the Chair may grant the same procedural and time allowances to each group or groups, as stated previously.
- D. The time taken for staff or Council member questions and responses thereto shall be in addition to the time allotted for any individual or designated representative's testimony.

# THE CITY OF SPOKANE



## ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, OCTOBER 21, 2019

### **MISSION STATEMENT**

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

**MAYOR DAVID A. CONDON**

**COUNCIL PRESIDENT BEN STUCKART**

**COUNCIL MEMBER BREEAN BEGGS**

**COUNCIL MEMBER MIKE FAGAN**

**COUNCIL MEMBER CANDACE MUMM**

**COUNCIL MEMBER KATE BURKE**

**COUNCIL MEMBER LORI KINNEAR**

**COUNCIL MEMBER KAREN STRATTON**

**COUNCIL CHAMBERS  
CITY HALL**

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

## CITY COUNCIL BRIEFING SESSION

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

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

The Briefing Session is open to the public, but will be a workshop meeting. Discussion will be limited to Council Members and appropriate Staff and Counsel. There will be an opportunity for the expression of public views on any issue not relating to the Current or Advance Agendas during the Open Forum at the beginning and the conclusion of the Legislative Agenda.

### ADDRESSING THE COUNCIL

- No one 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 as a condition of recognition.
- Each person speaking at the public microphone shall print his or her name and address on the sheet provided at the entrance and verbally identify him/herself by name, address and, if appropriate, representative capacity.
- If you are submitting letters or documents to the Council Members, please provide a minimum of ten copies via the City Clerk. The City Clerk is responsible for officially filing and distributing your submittal.
- In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, modes of expression such as demonstration, banners, applause and the like will not be permitted.
- A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.

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

**CITY COUNCIL AGENDA:** The City Council Advance and Current Agendas may be obtained prior to Council Meetings from the Office of the City Clerk during regular business hours (8 a.m. - 5 p.m.). The Agenda may also be accessed on the City website at [www.spokanecity.org](http://www.spokanecity.org). Agenda items are available for public review in the Office of the City Clerk during regular business hours.

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

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

# BRIEFING SESSION

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)

(No Public Testimony Taken)

Roll Call of Council

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

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## ADMINISTRATIVE SESSION

### CONSENT AGENDA

#### REPORTS, CONTRACTS AND CLAIMS

#### RECOMMENDATION

1. Setting public hearings:

- |   |                                     |               |
|---|-------------------------------------|---------------|
| a. On possible revenue sources for the 2020 budget for October 28, 2019.  | Set Hrg.<br>10-28-2019              | FIN 2019-0001 |
| b. For review of the 2020 Proposed Budget beginning Monday, November 4, 2019, and continuing thereafter at the regular council meetings and concluding on December 2, 2019. | Set Hrgs.<br>Beginning<br>11-4-2019 | FIN 2019-0001 |

**Paul Ingiosi**

- |  |         |                              |
|--|---------|------------------------------|
| 2. Value Blanket with Atlas Copco (Arlington, WA) for compressor rentals at the Waste to Energy Facility from January 1, 2020 through December 31, 2020—\$135,000 (incl. tax). | Approve | OPR 2019-0881<br>RFQ 5119-19 |
|--|---------|------------------------------|

**Chris Averyt**

- |  |                |                              |
|--|----------------|------------------------------|
| 3. Purchases for Fleet Services from Gordon Trucks Inc, (Spokane, WA) for the Riverside Park Reclamation Water Facility for a: | Approve<br>All |                              |
| a. Pup Trailer—\$125,184.61 (incl. tax).   |                | OPR 2019-0882<br>BID 4294-16 |
| b. Dump Truck using Grant County 5800lb Truck Chassis 2018 Bid for \$232,875.04, including tax.                                |                | OPR 2019-0883                |

**Mike Cannon**

- |  |   |   |
|--|---|---|
| <p>4. Contract with Compunet, Inc (Grangeville, ID) for the purchase of Cisco Hardware, 5 years’ operating system licensing, and 18 months SmartNet extended support—\$749,369.65 (incl. tax)<br/> <b>Michael Sloon</b></p>  | <p>Approve</p>                                  | <p>OPR 2019-0884</p>                    |
| <p>5. Contract with Racom Corporation (Spokane Valley, WA) for the installation of radio and electrical equipment in vehicles for Fleet Services for one year, with four one-year renewal options—\$150,000.<br/> <b>David Paine</b></p>   | <p>Approve</p>                                  | <p>OPR 2019-0885</p>                    |
| <p>6. Contract with Knight Construction &amp; Supply, Inc., (Deer Park, WA) for the replacement of the wet scrubber ducting and hood at the Waste to Energy Facility from November 4, 2019 through April 4, 2020—not to exceed \$175,000 (incl. tax).<br/> <b>Chris Averyt</b></p>   | <p>Approve</p>                                  | <p>OPR 2019-0886<br/>PW ITB 5160-19</p> |
| <p>7. Sub recipient agreement with YWCA Spokane (Spokane, WA) for the Department of Justice’s Office on Violence Against Women Fiscal Year 2019 Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault, and Stalking Grant Program (ARREST program)—\$370,000.<br/> <b>Jennifer Hammond</b></p>      | <p>Approve</p>                                  | <p>OPR 2019-0887</p>                    |
| <p>8. Contract Amendment with Spokane C.O.P.S to include the Mounted Patrol program in 2019—increase of \$1,500. Total Contract Amount: \$386,075.<br/> <b>Jennifer Hammond</b></p>  | <p>Approve</p>                                  | <p>OPR 2015-1058</p>                    |
| <p>9. Contract with Galls, LLC (Spokane, WA) for the Police Department’s jumpsuits—\$150,000 (incl. tax).<br/> <b>Jennifer Hammond</b></p>   | <p>Approve</p>                                  | <p>OPR 2019-0888<br/>RFP 776-19</p>     |
| <p>10 Contract for the Upriver Hydroelectric Project to sell surplus power to Avista Corporation—Revenue of \$2,100,000.<br/> <b>Dan Kegley</b></p>  | <p>Approve</p>                                  | <p>OPR 2019-0889</p>                    |
| <p>11. Accept funding from the Spokane County Sheriff’s Office for the 2019-2020 Registered Sex Offender Address Verification Program—\$60,000.<br/> <b>Eric Olsen</b></p>   | <p>Approve</p>                                  | <p>OPR 2019-0893</p>                    |
| <p>12 Report of the Mayor of pending:</p> <p style="padding-left: 20px;">a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2019, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____.</p> | <p>Approve &amp;<br/>Authorize<br/>Payments</p> | <p>CPR 2019-0002</p>                    |

b. Payroll claims of previously approved CPR 2019-0003  
obligations through \_\_\_\_\_, 2019:  
\$ \_\_\_\_\_.

13 City Council Meeting Minutes: \_\_\_\_\_, 2019. Approve CPR 2019-0013  
All

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## **EXECUTIVE SESSION**

(Closed Session of Council)

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

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## **CITY COUNCIL SESSION**

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

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

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## **LEGISLATIVE SESSION**

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

**NO BOARDS AND COMMISSIONS APPOINTMENTS**

**ADMINISTRATIVE REPORT**

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## **COUNCIL COMMITTEE REPORTS**

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

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## **OPEN FORUM**

This is an opportunity for citizens to discuss items of interest not relating to the Current or Advance Agendas nor relating to political campaigns/items on upcoming election ballots. This Forum shall be for a period of time not to exceed thirty minutes. After all the matters on the Agenda have been acted on, unless it is 10:00 p.m. or later, the open forum shall continue for a period of time not to exceed thirty minutes. Each speaker will be limited to three minutes, unless otherwise deemed by the Chair. If you wish to speak at the forum, please sign up on the sign-up sheet located in the Chase Gallery.

Note: No person shall be permitted to speak at Open Forum more often than once per month (Council Rule 2.2.E).

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# **LEGISLATIVE AGENDA**

## **SPECIAL BUDGET ORDINANCES**

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinances amending Ordinance No. C35703 passed by the City Council December 10, 2018, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2019, making appropriations to the various funds, departments and programs of the City of Spokane government for the fiscal year ending December 31, 2019, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

ORD C35821      IT Capital Replacement Fund  
FROM: Unappropriated Reserves, \$1,243,212;  
TO:      Various accounts, same amount.

(This action allows for additional replacement budget capacity required for 2019 due to major projects not completed in 2018 and rolled over to 2019, or not fully budgeted for in 2019. Examples of these projects include our disaster recovery data center buildout, first time use of the software replacement fund first created in 2016, a more predictive computer replacement plan, and citywide replacement of end-of-life network equipment. In all cases these costs are in the replacement fund and do not represent a new budget or funding requirement.)

**Michael Sloon**

ORD C35822      Public Safety & Judicial Grant Fund  
FROM: Department of Justice, \$410,451;  
TO:      Various accounts, same amount.

(This action allows for sub awarding domestic violence and assault grant program funds.)

**Michael Sloon**

ORD C35823      Office of Performance Management  
FROM: Contract Services, \$23,500;  
TO:      Business Systems Analyst II, same amount.

(This action allows budgeting for costs to the Office of Performance Management.)

**Dusty Fredrickson**



# NO EMERGENCY ORDINANCES

## RESOLUTIONS

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2019-0090 Providing for the issuance and sale of a taxable Limited Tax General Obligation Bond in the aggregate principal amount of not to exceed \$500,000 to secure an interfund loan from the Spokane Investment Pool to the Asset Management Fund to finance a portion of the costs of the acquisition, construction and installation of the Maple Street Gateway Project; fixing the date, form, maturity, interest rate, terms and covenants of the bond; establishing the provisions for repayment of the interfund loan established thereby; authorizing the sale and delivery of the bond to the City, and providing for other matters properly relating thereto.

**Michelle Hughes**

# NO FINAL READING ORDINANCES

## FIRST READING ORDINANCES

(No Public Testimony Will Be Taken)

ORD C35824 (To be considered under Hearings Item H1.b.)

ORD C35825 (To be considered under Hearings Item H2.b.)

FURTHER ACTION DEFERRED

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# NO SPECIAL CONSIDERATIONS

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## HEARINGS

(If there are items listed you wish to speak on, please sign your name on the sign-up sheets in the Chase Gallery.)

### RECOMMENDATION

H1.	a. Hearing on vacation of Upriver Drive between Mission Avenue and North Center Street, as requested by Avista Corporation.	Approve Subject to Conditions	ORD C35824
	b. First Reading Ordinance C35824 Upriver Drive between Mission Avenue and North Center Street, as requested by Avista Corporation.	Further Action Deferred	

**Eldon Brown**

- |     |   |   |            |
|-----|---|---|------------|
| H2. | <ul style="list-style-type: none"> <li>a. Hearing on vacation of Granite Street between Upriver Drive and Ross Court as requested by Riverview Retirement Community.</li> <li>b. First Reading Ordinance C35825 vacating Granite Street between Upriver Drive and Ross Court as requested by Riverview Retirement Community.</li> </ul> | <p>Approve<br/>Subject to<br/>Conditions</p> <p>Further<br/>Action<br/>Deferred</p> | ORD C35825 |
|-----|---|---|------------|
- Eldon Brown**

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**Motion to Approve Advance Agenda for October 21, 2019  
(per Council Rule 2.1.2)**

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**OPEN FORUM (CONTINUED)**

This is an opportunity for citizens to discuss items of interest not relating to the Current or Advance Agendas nor relating to political campaigns/items on upcoming election ballots. This Forum shall be for a period of time not to exceed thirty minutes. After all the matters on the Agenda have been acted on, unless it is 10:00 p.m. or later, the open forum shall continue for a period of time not to exceed thirty minutes. Each speaker will be limited to three minutes, unless otherwise deemed by the Chair. If you wish to speak at the forum, please sign up on the sign-up sheet located in the Chase Gallery.

Note: No person shall be permitted to speak at Open Forum more often than once per month (Council Rule 2.2.E).

**ADJOURNMENT**

The October 21, 2019, Regular Legislative Session of the City Council is adjourned to October 28, 2019.

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**NOTES**



**Agenda Sheet for City Council Meeting of:**  
10/21/2019

<u>Date Rec'd</u>	10/9/2019
<u>Clerk's File #</u>	FIN 2019-0001
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

Submitting Dept	FINANCE & ADMIN
Contact Name/Phone	PAUL INGIOSI 625-6061
Contact E-Mail	PINGIOSI@SPOKANECITY.ORG
Agenda Item Type	Hearings
Agenda Item Name	0410 - SET REVENUE HEARING

Agenda Wording

Setting public hearing on possible revenue sources for the 2020 Budget for October 28, 2019.

Summary (Background)

A city such as Spokane that collects a regular property tax levy must hold a public hearing on possible revenue sources for the 2020 current expense budget, including consideration of possible increases in property tax revenues (RCW 84.55.120). This hearing must be held before the meeting at which the City Council considers levy adoption. The property tax ordinance will be on the Council's November 11, 2019 agenda.

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

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

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	HUGHES, MICHELLE	<u>Study Session</u>	
<u>Division Director</u>	BROWN, SKYLER	<u>Other</u>	
<u>Finance</u>	HUGHES, MICHELLE	Distribution List	
<u>Legal</u>	DALTON, PAT	lwilliams@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	pingiosi@spokanecity.org	

<u>Additional Approvals</u>	
<u>Purchasing</u>	



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

10/21/2019

Date Rec'd	10/9/2019
Clerk's File #	FIN 2019-0001
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	FINANCE & ADMIN
Contact Name/Phone	PAUL INGIOSI 625-6061
Contact E-Mail	PINGIOSI@SPOKANECITY.ORG
Agenda Item Type	Hearings
Agenda Item Name	0410 - SET BUDGET HEARINGS

Agenda Wording

Setting the Hearings for review of the 2020 Proposed Budget beginning Monday, November 4, 2019 and continuing thereafter at the regular Council meetings through December 2, 2019.

Summary (Background)

As part of the annual budget process, the City Council will hold public Hearings on the 2020 Proposed Budget for the City of Spokane. Public testimony is welcome on all sections of the Budget at each Hearing. The first Hearing will be held on November 4, 2019 and are currently scheduled to continue each Monday through December 2, 2019. The Council may continue the Hearing up to the 25th day prior to the beginning of the next fiscal year.

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

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

<u>Approvals</u>		<u>Council Notifications</u>	
<b><u>Dept Head</u></b>	HUGHES, MICHELLE	<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>	BROWN, SKYLER	<b><u>Other</u></b>	
<b><u>Finance</u></b>	HUGHES, MICHELLE	Distribution List	
<b><u>Legal</u></b>	DALTON, PAT	pingiosi@spokanecity.org	
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL	lwilliams@spokanecity.org	
<u>Additional Approvals</u>			
<b><u>Purchasing</u></b>			



**Agenda Sheet for City Council Meeting of:**  
10/21/2019

<u>Date Rec'd</u>	10/2/2019
<u>Clerk's File #</u>	OPR 2019-0881
<u>Renews #</u>	

<u>Submitting Dept</u>	SOLID WASTE DISPOSAL	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	CHRIS AVERYT 625-6540	<u>Project #</u>	
<u>Contact E-Mail</u>	CAVERYT@SPOKANECITY.ORG	<u>Bid #</u>	RFQ 5119-19
<u>Agenda Item Type</u>	Purchase w/o Contract	<u>Requisition #</u>	2020 BUDGET
<u>Agenda Item Name</u>	4490-VALUE BLANKET FOR COMPRESSOR RENTAL AT THE WTE		

Agenda Wording

Value Blanket with Atlas Copco of Arlington, WA for compressor rentals at the WTE. The initial value blanket term from January 1, 2020 spanning thru December 31, 2020 for a total cost of \$135,000.00 including tax.

Summary (Background)

Compressor rentals are required for the WTE to support maintenance operations during scheduled/unscheduled outages; as well as support operations in the event of a compressor failure. RFQ 5119-19 was issued for these rental services and Atlas Copco was the only response received. The initial value blanket will be for a one (1) year period beginning Jan. 1, 2020 thru Dec. 31, 2020 with the option of four (4) one-year renewals. The annual cost is \$135,000.00 including tax.

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

Expense	\$ 135,000.00	# 4490-44100-37148-54501-34002
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	CONKLIN, CHUCK	<u>Study Session</u>	UE 10/14/2019
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	
<u>Finance</u>	ALBIN-MOORE, ANGELA	Distribution List	
<u>Legal</u>	DALTON, PAT	mdorgan@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	jsalstrom@spokanecity.org	
<u>Additional Approvals</u>		tprince@spokanecity.org	
<u>Purchasing</u>	PRINCE, THEA	rrinderle@spokanecity.org	

## Briefing Paper

### Urban Experience Committee

<b>Division &amp; Department:</b>	Public Works Division; Solid Waste Disposal
<b>Subject:</b>	Value Blanket for Compressor Rentals at the WTE
<b>Date:</b>	October 14, 2019
<b>Contact (email &amp; phone):</b>	Chris Averyt, <a href="mailto:caveryt@spokanecity.org">caveryt@spokanecity.org</a> , 625-6540
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons, Director, Public Works
<b>Committee(s) Impacted:</b>	Urban Experience/Public Infrastructure, Environment and Sustainability Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	Sustainable Resources- Sustainable Practices; Innovative Infrastructure-Affordable Services
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Council approval of the value blanket in order to perform outage related maintenance.
<u>Background/History:</u>	
<p>Compressor rentals are required for the WTE to support maintenance operations during scheduled/unscheduled outages; as well as support operations in the event of a compressor failure.</p> <p>RFQ 5119-19 was issued for these rental services and closed to bidding on September 30, 2019. Atlas Copco of Arlington, WA was the only response received and was determined to be a responsive and responsible bidder.</p> <p>The initial value blanket will be for a one (1) year period beginning January 1, 2020 spanning thru December 31, 2020 with the option of four (4) additional one-year renewals. The annual cost is approximately \$135,000.00 including taxes.</p>	
<u>Executive Summary:</u>	
<ul style="list-style-type: none"> <li>• Compressor rentals are required for maintenance operations during scheduled/unscheduled outages.</li> <li>• Atlas Copco was the only response received for RFQ 5119-19 for the rental of 100% Oil Free Compressors, Dryers, Associated Hoses and Fittings on a Flat Bed Trailer.</li> <li>• Initial value blanket to be issued for one year from Jan. 1, 2020 through Dec. 31, 2020.</li> <li>• Total annual cost is \$135,000.00 including taxes.</li> </ul>	
<u>Budget Impact:</u>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<u>Operations Impact:</u>	
Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	

Specify changes required:

Known challenges/barriers:



**Agenda Sheet for City Council Meeting of:**  
10/21/2019

<u>Date Rec'd</u>	10/2/2019
<u>Clerk's File #</u>	OPR 2019-0882
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	4294-16
<u>Requisition #</u>	D0529998

<u>Submitting Dept</u>	FLEET OPERATIONS
<u>Contact Name/Phone</u>	MIKE CANNON 625-4642
<u>Contact E-Mail</u>	DPAINE@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Purchase w/o Contract
<u>Agenda Item Name</u>	5100 PURCHASE OF PUP TRAILER

Agenda Wording  
Fleet Services would like to purchase a Pup Trailer for the Riverside Park Reclamation Water Facility using Bid #4294-16 for \$125,184.61, including tax.

Summary (Background)  
The Pup Trailer will replace a unit that has reached the end of its economic life. We recommend approval for the purchase of the Pup Trailer for the Riverside Park Reclamation Water Facility. Funding for this purchase is included in the Riverside Park Reclamation Water Facility Budget.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Expense	\$ 125,184.61	# 4320432909435056404
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<b><u>Dept Head</u></b>	CRYE, COLBY	<b><u>Study Session</u></b>	10/14/19
<b><u>Division Director</u></b>	SIMMONS, SCOTT M.	<b><u>Other</u></b>	
<b><u>Finance</u></b>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<b><u>Legal</u></b>	DALTON, PAT	mmaritnez	
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL		
<u>Additional Approvals</u>			
<b><u>Purchasing</u></b>	PRINCE, THEA		
<b><u>WASTEWATER MANAGEMENT</u></b>	CONKLIN, CHUCK		



## Briefing Paper

### Urban Experience Committee

<b>Division &amp; Department:</b>	Public Works, Fleet Services
<b>Subject:</b>	Purchase of Pup Trailer
<b>Date:</b>	October 14, 2019
<b>Author (email &amp; phone):</b>	David Paine; <a href="mailto:dpaine@spokanecity.org">dpaine@spokanecity.org</a> ; 625-7706
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons
<b>Committee(s) Impacted:</b>	Urban Experience Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
<b>Strategic Initiative:</b>	Innovative Infrastructure: Maintaining our fleet of support equipment
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	
<u>Background/History:</u> Fleet Services would like to purchase a Pup Trailer for the Riverside Park Reclamation Water Facility using Bid #4294-16 for \$125,184.61, including tax.	
<u>Executive Summary:</u>	
<u>Impact</u>	
<ul style="list-style-type: none"> <li>The Pup Trailer will replace a unit that has reached the end of its economic life.</li> </ul>	
<u>Action</u>	
<ul style="list-style-type: none"> <li>We recommend approval for the purchase of the Pup Trailer for the Riverside Park Reclamation Water Facility.</li> </ul>	
<u>Funding</u>	
<ul style="list-style-type: none"> <li>Funding for this purchase is included in the Riverside Park Reclamation Water Facility Budget.</li> </ul>	
<u>Budget Impact:</u>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<u>Operations Impact:</u>	
Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	



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**VEHICLE PURCHASE AGREEMENT**

**TOLL FREE ALL STORES 800-523-8014**

Buyer's Name <u>CITY OF SPOKANE</u>	Order Date <u>9 / 19 / 2019</u>
Address <u>915 NORTH NELSON STREET</u>	Estimated Delivery Date <u>12 / 30 / 2019</u>
City <u>SPOKANE</u> State <u>WASH</u> Zip <u>99202</u>	Salesman <u>LARRY PARROTT</u>
Business Phone (509) 625-7865 Cell Phone _____	Customer Email _____

Quantity Ordered	<u>1</u>
Base Price Per Unit	\$ <u>114,743.00</u>
Federal Excise Tax Per Unit	\$ <u>0.00</u>
Subtotal Price Per Unit	\$ <u>114,743.00</u>
Additional Description	
<u>BEAU ROC STAINLESS DUMP BODY ,</u>	
<u>PER CITY OF SPOKANE SPECIFICATIONS</u>	
Additional Items ( Not included in base price )	
_____	\$ _____
<u>BASED OFF OF CITY OF SPOKANE</u>	\$ _____
<u>BID AWARD</u>	\$ _____
_____	\$ _____
ADMINISTRATION FEE	\$ <u>0.00</u>
TITLE / TRANSFER FEE	\$ _____
3 DAY TRIP / FUEL PERMIT	\$ _____
Subtotal:	\$ <u>114,743.00</u>
Sales Tax Rate: <u>9.10</u> %	\$ <u>10,441.61</u>
Deposit: \$ _____	
Less: Cash Down Payment	\$ <u>0.00</u>
Less: Net Trade-in Allowed	\$ <u>0.00</u>
Unpaid Balance ( DUE ON DELIVERY )	\$ <u>125,184.61</u>

Stock Number _____	New <input checked="" type="checkbox"/>
Used <input type="checkbox"/>	
VIN Number _____	
Year <u>2019</u>	Color <u>WHITE</u>
Make <u>BEAU ROC / WORKMAN PUP TRAILER</u>	
Model <u>3-AXLE</u>	
Tractor/ Truck/ Trailer <u>DUMP TRAILER</u>	

**TRADE-IN: CONDITION REPORT REQUIRED**

Year _____	Make _____	Model _____
Body Type _____	Color _____	
VIN No. _____		
Loan Balance Owed to: _____		
Address _____		
City _____	State _____	Zip _____
Trade Allowance \$ _____		
Balance Owng \$ _____	Equity \$ <u>0.00</u>	

**EXCLUSION OF WARRANTIES:** Any warranties on the products sold hereby are made by the manufacturer. The undersigned purchaser understands and agrees that Gordon Truck Centers Inc. makes no warranties of any kind, express or implied, and disclaims all warranties including warranties of merchantability or fitness for a particular purpose, with regard to the products purchased; and that in no event shall Gordon Truck Centers Inc. be liable for incidental or consequential damages or commercial losses arising out of such purchase. This disclaimer does not affect the manufacturer's warranties, if any on this purchase. Tax, title and license are the purchaser's responsibility.

Purchaser agrees that the VEHICLE PURCHASE AGREEMENT (VPA) includes all of the terms and conditions, that this VPA cancels and supersedes any prior VPA and as of the date hereof comprises an exclusive statement of the terms of this agreement relating to the subject matter covered hereby. **THIS AGREEMENT SHALL NOT BECOME BINDING UNTIL ACCEPTED BY THE DEALER** as evidenced below. Purchaser by their execution of this agreement acknowledges they have read and accepted its terms and conditions and has received a true copy of this agreement.

**Purchaser's Acceptance**

Purchaser's Name ( Please Print ) CITY OF SPOKANE  
 Name of Authorized Representative \_\_\_\_\_  
 Title of Authorized Representative \_\_\_\_\_  
 Signature of Authorized Representative X \_\_\_\_\_  
 Date \_\_\_\_\_ X \_\_\_\_\_

<b>Gordon Truck Centers, Inc</b>	
Accepted This Date By:	
X _____	
Date _____	

PO# \_\_\_\_\_



# COBALT

## TRUCK EQUIPMENT

**QUOTATION**

www.cobalttruck.com

Quote Number: JL01282

Page 1

**CUSTOMER:** Freightliner Northwest  
**CONTACT:** Larry Parrot  
**ADDRESS:** 10310 Westbow Blvd  
 Spokane WA 99224

**Quote Number:** JL01282  
**Quote Rev:** 0  
**Quote Date:** 9/19/2019  
**Quote valid until:** 10/19/2019

**PHONE:**  
**FAX/Email:**

**Salesperson:** JBreland  
**Quote Prepared By:** jlucas

<b>Make:</b> BeauRoc	<b>Model:</b> 15'-6" Pup	<b>Year:</b> 2019	<b>GVWR:</b> 3-Axle
----------------------	--------------------------	-------------------	---------------------

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	<p>BeauRoc/Workman 15'6" Floor-Length Stainless-Steel Dump Body mounted to a three axle (3) Workman pup trailer chassis set up to integrate into the electrical, air and hydraulic systems mounted on the truck chassis to consist of the Following:</p> <p><b>BODY CAPACITY</b></p> <ul style="list-style-type: none"> <li>- Capacity to be 17 cubic yards struck without sideboards.</li> <li>- 2" wide pockets are to be provided for sideboard extensions.</li> <li>- Inside length at floor of 15'.</li> <li>- The inside of the body shall be 86" wide at front of the body &amp; 88" wide at rear</li> <li>- Side height of 50 inches. Tailgate height of 58 inches.</li> <li>- Overall height of completed pup trailer body to not exceed 125"</li> </ul> <p><b>FLOOR</b></p> <ul style="list-style-type: none"> <li>- Floor constructed of 3/16" Type 304 stainless steel floor with sides to floor "knee brace" to facilitate easy clean out of body.</li> </ul> <p><b>SIDES &amp; HEADSHEET</b></p> <ul style="list-style-type: none"> <li>- 10 Ga. Type 304 stainless steel sides 50" high with fully boxed front corner posts, top rail &amp; One (1) intermediate formed "Boxed" horizontal side braces plus three (3) intermediate vertical braces</li> <li>- 7 Ga. Type 304 stainless steel sloping front bulkhead formed to accept bail mount cylinder (NO doghouse at floor of body). Front bulkhead to be sloping style to accommodate forward mounted hoist cylinder and behind cab mounted hydraulic oil reservoir and valve body housing. The sloping front bulkhead is also designed to facilitate easy clean out of body</li> <li>- Cab protector shall be fabricated of 10 ga. 304 stainless steel, 24" extension forward of the front bulkhead of the dump body.</li> <li>- Type 304 stainless steel 18"x 5-1/2" 7-gauge rear and 8" x 5-1/2" 10-gauge front corner posts to be provided to reinforce body.</li> <li>- 304 stainless steel fold up access ladder to be installed streetside front of body.</li> </ul>		

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 Fax: 702-325-9936

11218 IH-10 East  
 Colverse, TX 78109  
 Phone: 855-587-7788  
 Fax: 210-301-2037

4620 E. Trent Avenue  
 Spokane, WA 99212  
 Phone: 800-572-4369  
 Fax: 509-535-4284



**QUOTATION**

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# COBALT

## TRUCK EQUIPMENT

Quote Number: JL01282

Page 2

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
	<ul style="list-style-type: none"> <li>- Two (2) body props are to be provided to support empty body weight.</li> <li>- Plain black mud flaps installed fore and aft of rear drivers.</li> </ul> <p style="text-align: center;">TAILGATE</p> <ul style="list-style-type: none"> <li>- 3/16" Type 304 stainless steel sloping at approx. 15 degrees from vertical, 58" high watertight tailgate with two (2) horizontal braces. Braces formed to provide reinforced "single wall" style construction. Tailgate to be equipped 3/4" thick stainless steel, 12" extended tailgate hinges, 1-1/4" stainless steel upper and lower tailgate pins, 10 GA. stainless steel pillar cap tailgate hinge plate, 3/8" galvanized steel drop/spread chains, and air tailgate trip mechanism. Tailgate to have six (6) stainless steel manual twist type "turnbuckle" latches, Two (2) each side and two (2) across bottom of tailgate.</li> <li>- Tailgate to be watertight with a 1/2" x 1-1/2" gum type marine seal (#S48RX-0101-416 or equal). For protection from damage seal to be recessed in a stainless steel "channel" welded to inside face of tailgate. Seal to be secured in position with waterproof adhesive.</li> <li>- Full perimeter boxing with all horizontal edges sloped outward.</li> <li>- A water tightness evaluation of both the tailgate seal &amp; the body as a whole will be performed.</li> <li>- Must be leak proof at time of delivery.</li> </ul> <p>HOIST</p> <ul style="list-style-type: none"> <li>- Externally mounted front single cylinder, trunnion type telescopic hoist with two (2) year warranty</li> <li>- N.T.E.A. class 110, rated minimum of 45.5 tons at a 500. Based on an 18" overhang</li> <li>- 4 stage cylinder, 175" stroke with a 6-1/2" diameter 1st stage</li> <li>- Connecting pivots to have greaseable bushings.</li> <li>- Hoist to be powered by a 1" hydraulic hose plumbed to a the rear of the truck chassis and equipped with a quick couplers to meet City of Spokane specifications.</li> <li>- Pup trailer hoist line to be energized by an electric over hydraulic diverter valve with lighted/labeled switch located on the cab control console with the up/down functions of the pup hoist controlled by the feathering air stick located in the console.</li> </ul> <p>REAR HINGE ASSEMBLY</p> <ul style="list-style-type: none"> <li>- 5" x 5" x 1/2" structural angle</li> <li>- 2-1/4" hinge pins connecting to 1-1/4" thick flame cut steel hinge pin support blocks using greaseable bushings.</li> </ul> <p>LIGHT PACKAGE</p> <ul style="list-style-type: none"> <li>- Rubber mounted shock resistant L.E.D. stop/turn/taillight and back-up light to be installed in each rear corner post. Highly visible yet recessed for protection. Four red rear, two side mounted red rear reflectors, and two side mounted amber front reflectors. Wiring system to include a sealed wiring harness.</li> <li>- Rubber mounted; shock resistant I.C.C. L.E.D. 3-light cluster</li> <li>- Lights: All lights to meet DOT, ICC and FMVSS specification and standards in force at the time of installation.</li> </ul>		

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Fax 209-887-7794

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Las Vegas, NV 89102  
Phone 888-258-9812  
Fax 702-385-9936

11218 IH-10 East  
Converse, TX 78109  
Phone 855-587-7788  
Fax 210-301-2037

4620 E. Trent Avenue  
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Phone 800-572-4369  
Fax 509-535-4294



**QUOTATION**

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# COBALT

## TRUCK EQUIPMENT

Quote Number: JL01282

Page 3

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
	<p>- All lights, wiring and connections shall be weather tight utilizing heat shrink or "Weather-Pak" connectors.</p> <p>- Shall have one chassis mounted weatherproof junction box.</p> <p>- Shall have a sealed 7-wire cable run from the pintle eye on the trailer tongue to the pup trailer chassis mounted junction box to facilitate wiring the dump body per the required specifications</p> <p>- Pup trailer O.E.M. supplied chassis lights shall be recessed in rear crossmember of pup trailer chassis</p> <p><b>PINTLE EYE</b></p> <p>- Pintle eye of trailer chassis to match the required height to hitch up to the buck plate hitch on the truck chassis and be compatible with a model 370A Premier air pintle hook. Trailer tongue to be equipped with the appropriate hydraulic hose, air and electrical connections to mate with the components supplied on the truck chassis. The pup trailer tongue is to be equipped with safety chains compatible with the BPC model B50 safety chain "D" rings mounted at rear of chassis.</p> <p><b>PAINT</b></p> <p>- All metal surfaces are to be high-pressure cleaned with a phosphate solution to remove slag, splatter, oxide, and oil residue</p> <p>- To provide a near friction free surface on the inside of the dump body, the interior of sides, front, floor and tailgate of the body is to be coated with Sherwin Williams Polyamide Epoxy; High Gloss; SSPC-SP6 Surface Preparation; One (1) coat re-coatable epoxy primer 6.0 Mils, 150 Microns, B67 Series and two (2) coats tile clad high solids epoxy 4.0 Mils, 100 Microns B62 Series.</p> <p>- Non-stainless-steel parts to be painted with black automotive enamel</p> <p>- Except as noted 304 stainless steel components to be unpainted</p> <p><b>PUP TRAILER CHASSIS</b></p> <p>New Workman Tri-Axle Northwest 3 Axle Pup Chassis to consist of:</p> <p>- 12" X 3/8" HSLA Formed Channel Steel Frame Rails</p> <p>- 3/8" 8" X 8" Tube, 9' Extendable Sliding Tongue</p> <p>- Crossmembers Bolted in with Grade 8 Bolts and "C" Nuts</p> <p>- Hutch Model 9700 Spring Hi-Arch Suspension</p> <p>- (3) Meritor 25,000# Axles with 115" Spread</p> <p>- 16.5" X 7" Air Brakes, Automatic Slack Adjusters, ABS on Front and Rear Axles</p> <p>- Pup Chassis Painted Gloss Black</p> <p>- Stop/Turn/Taillights in Rear Apron of Pup</p> <p>- Chassis Wired and Plumbed to accept customer dump body</p> <p>- Rear Hinge Assembly Installed</p> <p>- Six (6) 385/65R Double Coin radial trailer on/off road tires</p> <p>- Six (6) 22.5 x 12.25 10-2.85 Hub Piloted aluminum wheels</p> <p>- Six (6) Tubeless metal valve stem – Aluminum.</p> <p>- Six (6) mount and balance tires to trailer chassis</p> <p><b>INSTALLATION</b></p> <p>- It is the intent of this specification to describe a complete "turnkey" ready truck equipped with all components necessary for the pup trailer to operate.</p> <p>- All wiring shall use heat shrink wire connectors or weather-pak type</p>		

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Phone: 800-572-4309  
Fax: 509-535-4204



**Agenda Sheet for City Council Meeting of:**  
10/21/2019

<u>Date Rec'd</u>	10/2/2019
<u>Clerk's File #</u>	OPR 2019-0883
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	GRANT COUNTY BID
<u>Requisition #</u>	DO530001

<u>Submitting Dept</u>	FLEET OPERATIONS
<u>Contact Name/Phone</u>	MIKE CANNON 625-4642
<u>Contact E-Mail</u>	MCANNON@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Purchase w/o Contract
<u>Agenda Item Name</u>	5100-PURCHASE OF DUMP TRUCK

Agenda Wording  
Fleet Services would like to purchase a Dump Truck for the Riverside Park Reclamation Water Facility using Grant County 5800lb Truck Chassis 2018 Bid for \$232,875.04, including tax.

Summary (Background)  
The Dump Truck will replace a unit that has reached the end of its economic life. We recommend approval for the purchase of the Dump Truck for the Riverside Park Reclamation Water Facility. Funding for this purchase is included in the Riverside Park Reclamation Water Facility Budget.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Expense	\$ 232,875.04	# 4320432909435056404
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<b><u>Dept Head</u></b>	CRYE, COLBY	<b><u>Study Session</u></b>	10/14/19
<b><u>Division Director</u></b>	SIMMONS, SCOTT M.	<b><u>Other</u></b>	
<b><u>Finance</u></b>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<b><u>Legal</u></b>	DALTON, PAT	mmartinez	
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL		
<u>Additional Approvals</u>			
<b><u>Purchasing</u></b>	PRINCE, THEA		
<b><u>WASTEWATER MANAGEMENT</u></b>	CONKLIN, CHUCK		

## Briefing Paper

### Urban Experience Committee

<b>Division &amp; Department:</b>	Public Works, Fleet Services
<b>Subject:</b>	Purchase of Dump Truck
<b>Date:</b>	October 14, 2019
<b>Author (email &amp; phone):</b>	David Paine; <a href="mailto:dpaine@spokanecity.org">dpaine@spokanecity.org</a> ; 625-7706
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons
<b>Committee(s) Impacted:</b>	Urban Experience Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
<b>Strategic Initiative:</b>	Innovative Infrastructure: Maintaining our fleet of support equipment
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	
<u>Background/History:</u> Fleet Services would like to purchase a Dump Truck for the Riverside Park Reclamation Water Facility using Grant County 5800lb Truck Chassis 2018 Bid for \$232,875.04, including tax.	
<u>Executive Summary:</u>  <u>Impact</u> <ul style="list-style-type: none"> <li>The Dump Truck will replace a unit that has reached the end of its economic life.</li> </ul> <u>Action</u> <ul style="list-style-type: none"> <li>We recommend approval for the purchase of the Dump Truck for the Riverside Park Reclamation Water Facility.</li> </ul> <u>Funding</u> <ul style="list-style-type: none"> <li>Funding for this purchase is included in the Riverside Park Reclamation Water Facility Budget.</li> </ul>	
<u>Budget Impact:</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<u>Operations Impact:</u> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	



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**VEHICLE PURCHASE AGREEMENT**

TOLL FREE ALL STORES 800-523-8014

Buyer's Name <u>CITY OF SPOKANE</u>	Order Date <u>9 / 18 / 2019</u>
Address <u>915 NORTH NELSON STREET</u>	Estimated Delivery Date <u>12 / 30 / 2019</u>
City <u>SPOKANE</u> State <u>WASH</u> Zip <u>99202</u>	Salesman <u>LARRY PARROTT</u>
Business Phone (509) 625-7865 Cell Phone _____	Customer Email _____

Quantity Ordered	<u>1</u>
Base Price Per Unit	\$ <u>144,133.00</u>
Federal Excise Tax Per Unit	\$ <u>0.00</u>
Subtotal Price Per Unit	\$ <u>144,133.00</u>
Additional Description	
<u>BEAU ROC STAINLESS DUMP BODY ,</u>	
<u>HYDRAULIC SYSTEM , REAR HITCH PLATE ,</u>	
<u>CONTROL CONSOLE , AND INSTALLATION ,</u>	
<u>PER CITY OF SPOKANE SPECIFICATIONS .</u>	
Additional Items ( Not included in base price )	
<u>DUMP BODY PKG.</u>	\$ <u>69,318.00</u>
<u>BASED OFF OF GRANT COUNTY</u>	\$ _____
<u>BID AWARD .</u>	\$ _____
<u>ADMINISTRATION FEE</u>	\$ <u>0.00</u>
<u>TITLE / TRANSFER FEE</u>	\$ _____
<u>3 DAY TRIP / FUEL PERMIT</u>	\$ _____
Subtotal:	\$ <u>213,451.00</u>
Sales Tax Rate: <u>9.10</u> %	\$ <u>19,424.04</u>
Deposit: \$ _____	
Less: Cash Down Payment	\$ <u>0.00</u>
Less: Net Trade-in Allowed	\$ <u>0.00</u>
Unpaid Balance ( DUE ON DELIVERY )	\$ <u>232,875.04</u>

Stock Number _____	New <input checked="" type="checkbox"/>	Used <input type="checkbox"/>
VIN Number _____		
Year <u>2020</u>	Color <u>WHITE</u>	
Make <u>WESTERN STAR</u>		
Model <u>4900SF</u>		
Tractor/ Truck/ Trailer <u>DUMP TRUCK</u>		

**TRADE-IN: CONDITION REPORT REQUIRED**

Year _____	Make _____	Model _____
Body Type _____	Color _____	
VIN No. _____		
Loan Balance Owed to: _____		
Address _____		
City _____	State _____	Zip _____
Trade Allowance \$ _____		
Balance Owing \$ _____	Equity \$ <u>0.00</u>	

**EXCLUSION OF WARRANTIES:** Any warranties on the products sold hereby are made by the manufacturer. The undersigned purchaser understands and agrees that Gordon Truck Centers Inc. makes no warranties of any kind, express or implied, and disclaims all warranties including warranties of merchantability or fitness for a particular purpose, with regard to the products purchased; and that in no event shall Gordon Truck Centers Inc. be liable for incidental or consequential damages or commercial losses arising out of such purchase. This disclaimer does not affect the manufacturer's warranties, if any on this purchase. Tax, title and license are the purchaser's responsibility.

Purchaser agrees that the VEHICLE PURCHASE AGREEMENT (VPA) includes all of the terms and conditions, that this VPA cancels and supersedes any prior VPA and as of the date hereof comprises an exclusive statement of the terms of this agreement relating to the subject matter covered hereby. **THIS AGREEMENT SHALL NOT BECOME BINDING UNTIL ACCEPTED BY THE DEALER** as evidenced below. Purchaser by their execution of this agreement acknowledges they have read and accepted its terms and conditions and has received a true copy of this agreement.

**Purchaser's Acceptance**

Purchaser's Name ( Please Print ) CITY OF SPOKANE

Name of Authorized Representative \_\_\_\_\_

Title of Authorized Representative \_\_\_\_\_

Signature of Authorized Representative X \_\_\_\_\_

Date \_\_\_\_\_ X \_\_\_\_\_

<b>Gordon Truck Centers, Inc</b>
Accepted This Date By:
X _____
Date _____

**Po #**





# COBALT

## TRUCK EQUIPMENT

**QUOTATION**

www.cobalttruck.com

Quote Number: JL01276

Page 1

**CUSTOMER:** Freightliner Northwest  
**CONTACT:** Larry Parrott  
**ADDRESS:** 10310 Westbow Blvd  
 Spokane WA 99224

**Quote Number:** JL01276  
**Quote Rev:** 0  
**Quote Date:** 9/17/2019  
**Quote valid until:** 10/17/2019

**PHONE:**  
**FAX/Email:**

**Salesperson:** JBreland  
**Quote Prepared By:** jluca

<b>Make:</b> Western Star	<b>Model:</b> 4900SF	<b>Year:</b> 2020	<b>GVWR:</b> 62,500	<b>Single/Dual:</b> DRW
<b>CA / CT:</b> -1.0 /	<b>Fuel Type:</b>	<b>4X2 / 4X4:</b> 10X4	<b>Trans:</b>	<b>Cab Type:</b> REGULAR

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	<p>BeauRoc 17' Floor Length Stainless Steel Dump Body and Hydraulic System to Consist of the Following:</p> <p><b>CAPACITY</b></p> <ul style="list-style-type: none"> <li>- Capacity to be 18 cubic yards struck without sideboards.</li> <li>- 2" wide pockets are to be provided for sideboard extensions.</li> <li>- Inside length at floor of 17'.</li> <li>- The inside of the body shall be 86" wide at front of body and 88" wide at rear</li> <li>- Side height of 50 inches. Tailgate height of 58 inches.</li> <li>- Overall height of completed body to not exceed 125"</li> </ul> <p><b>FLOOR</b></p> <ul style="list-style-type: none"> <li>- Floor constructed of 3/16" Type 304 stainless steel floor with sides to floor "knee brace" to facilitate easy clean out of body.</li> </ul> <p><b>SIDES &amp; HEADSHEET</b></p> <ul style="list-style-type: none"> <li>- 10 Ga. Type 304 stainless steel sides 50" high with fully boxed front corner posts, top rail &amp; One (1) intermediate formed "Boxed" horizontal side brace: plus three (3) intermediate vertical braces</li> <li>- 7 GA. Type 304 stainless steel sloping front bulkhead formed to accept bail mount (inverted) cylinder (NO doghouse at floor of body). Front bulkhead to be sloping style to accommodate forward mounted hoist cylinder and behind cab mounted hydraulic oil reservoir and valve body housing. The sloping front bulkhead is also designed to facilitate easy clean out of body</li> <li>- Cab protector shall be fabricated of 10 ga. 304 stainless steel, 24" extension forward of the front bulkhead of the dump body.</li> <li>- Type 304 stainless steel 18"x 5-1/2" 7-gauge rear and 8" x 5-1/2" 10 gauge front corner posts to be provided to reinforce body.</li> <li>- 304 stainless steel fold up access ladder to be installed streetside front of body.</li> <li>- Two (2) body props are to be provided to support empty body weight.</li> <li>- Plain black mud flaps installed fore and aft of rear drivers.</li> </ul> <p><b>TAILGATE</b></p>		

345 W. Karcher Road  
 Nampa ID 83687  
 Phone 800-733-0342  
 Fax 208-387-7794

1607 Industrial Road  
 Las Vegas NV 89102  
 Phone: 888-258-0812  
 Fax: 702-385-9936

11218 IH-10 East  
 Converse TX 78109  
 Phone: 855-587-7788  
 Fax: 210-301-2037

4620 E Trent Avenue  
 Spokane WA 99212  
 Phone 800-572-4389  
 Fax 509-535-4294



**QUOTATION**

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# COBALT

## TRUCK EQUIPMENT

Quote Number: JL01276

Page 2

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
	<p>- 3/16" Type 304 stainless steel sloping at approx. 15 degrees from vertical, 58" high watertight tailgate with two (2) horizontal braces. Braces formed to provide "single wall" style construction. Tailgate to be equipped 3/4" thick stainless steel, 9" extended tailgate hinges, 1-1/4" stainless steel upper and lower tailgate pins, 10 GA. stainless steel pillar cap tailgate hinge plate, 3/8" galvanized steel drop/spread chains, and air tailgate trip mechanism. Tailgate to have six (6) stainless steel manual twist type "turnbuckle" latches, Two (2) each side and two (2) across bottom of tailgate.</p> <p>- Tailgate to be watertight with a 1/2" x 1-1/2" gum type marine seal (#S48RX-0101-416 or equal). For protection from damage seal to be recessed in a stainless steel "channel" welded to inside face of tailgate. Seal to be secured in position with waterproof adhesive.</p> <p>- Full perimeter boxing with all horizontal edges sloped outward.</p> <p>- A water tightness evaluation of both the tailgate seal and the body as a whole will be performed. - Must be leak proof at time of delivery.</p> <p><b>HOIST</b></p> <p>- Externally mounted front single cylinder, trunnion type telescopic hoist with two (2) year warranty</p> <p>- N.T.E.A. class 110, rated minimum of 45.5 tons at a 50°. Based on an 18" overhang</p> <p>- 4 stage cylinder, 175" stroke with a 6-1/2" diameter 1st stage</p> <p>- Connecting pivots to have replaceable greaseable composite bushings.</p> <p>- 2.5° oscillating cylinder mounting cradle.</p> <p><b>REAR HINGE ASSEMBLY</b></p> <p>- 5" x 5" x 3/8" structural angle</p> <p>- 2-1/4" hinge pins connecting to 1-1/4" thick flame cut steel hinge pin support blocks using greaseable bushings.</p> <p><b>LIGHT PACKAGE</b></p> <p>- Rubber mounted shock resistant L.E.D. stop/turn/taillight and back-up light to be installed in each rear corner post. Highly visible yet recessed for protection. Four red rear, two side mounted red rear reflectors, and two side mounted amber front reflectors. Wiring system to include a sealed wiring harness.</p> <p>- Rubber mounted; shock resistant I.C.C. L.E.D. 3-light cluster</p> <p>- Lights: All lights to meet DOT, ICC and FMVSS specification and standards in-force at the time of installation.</p> <p>- All lights, wiring and connections shall be weather tight utilizing heat shrink or "Weather-Pak" connectors.</p> <p>- Shall have one body mounted weatherproof, surface mounted junction box.</p> <p>- Shall have a sealed 7-wire minimum cable from the supplied chassis mounted junction box to the body mounted rear junction box, with 7-wire trailer plug.</p> <p>- Chassis OEM supplied lights shall be recessed in rear buckplate.</p> <p>- Completed dump body to be equipped with a Stryker Model 3106 GoLight remote controlled flood light mounted at the center leading edge of the cab guard. GoLight flood light protected by a custom limb guard fabricated of 1/2" stainless steel round bar. Location may have to be modified to meet overall height restriction</p>		

345 W Karcher Road  
Nampa, ID 83687  
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1907 Industrial Road  
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Phone: 888-258-9812  
Fax: 702-395-9936

11218 IH-10 East  
Converse, TX 78109  
Phone: 855-587-7788  
Fax: 210-301-2037

4620 E. Trent Avenue  
Spokane, WA 99212  
Phone: 800-572-4369  
Fax: 509-535-4254



**QUOTATION**

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# COBALT

## TRUCK EQUIPMENT

Quote Number: JL01276

Page 3

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
	<p><b>HITCH</b></p> <ul style="list-style-type: none"> <li>- Hitch plate shall include installation of a Model 370A Premier air pintle hook. Hitch plate to be formed buck plate style installed to be flush with rear edge of rear tires. Buck plate hitch to be formed of 3/4" steel plate and be reinforced for up to 45 tons capacity for future pup trailer application. In addition to hitch plate heavy duty safety chain "D" rings are to be installed. Final design of the hitch including hitch height and location of glad-hands, safety chain "D" rings, and pup trailer connections to be determined during the required pre-build meeting.</li> </ul> <p><b>PAINT</b></p> <ul style="list-style-type: none"> <li>- All metal surfaces are to be high-pressure cleaned with a phosphate solution to remove slag, splatter, oxide, and oil residue</li> <li>- To provide a near friction free surface on the inside of the dump body, the interior of sides, front, floor and tailgate of the body is to be coated with Sherwin Williams Polyamide Epoxy; High Gloss; SSPC-SP6 Surface Preparation; One (1) coat re-coatable epoxy primer 6.0 Mils, 150 Microns, B67 Series and two (2) coats tile clad high solids epoxy 4.0 Mils, 100 Microns B62 Series.</li> <li>- Non-stainless-steel parts to be painted with black automotive enamel</li> <li>- Except as noted 304 stainless steel components to be unpainted</li> </ul> <p><b>HYDRAULIC SYSTEM</b></p> <p>Hydraulic Pump/PTO:</p> <ul style="list-style-type: none"> <li>- The power take off shall be a "Hot Shift" Chelsea 280 series PTO mounted on left side of the transmission, with a minimum ratio 115% of engine speed. The PTO shall be direct mounted to a Commercial InterTech P51 series hydraulic pump. The pump shall have a displacement of approx. 6.3 cubic inches per revolution which will deliver approx. 27.6 gpm @ 1000 pump rpm. The pump shall have a minimum 2"-inch suction line and a 1" pressure line.</li> <li>- A "tapered" hydraulic oil reservoir shall be a 40-gallon nominal capacity with sight gauge and thermometer. Reservoir shall mount behind the cab to the streetside of the hoist cylinder.</li> <li>- Hydraulic reservoir to be constructed of 10-gauge steel and be internally baffled and be powder coat painted Black.</li> <li>- Mounting bracket is to be designed and supplied by the hoist manufacturer.</li> <li>- All valve fittings, hose ends, filter, filler breather, sending units and electrical connections are to be protected by aluminum enclosure cover.</li> <li>- The valve enclosure shall be constructed of aluminum and be mounted behind the cab adjacent to the curbside of the hoist cylinder</li> <li>- A 2" full flow ball valve shall be plumbed at the suction port of the tank.</li> <li>- Hydraulic oil filter shall be a spin-on type. Filter shall be mounted in an easily accessible location and be equipped with full flow ball valve to facilitate changing of filter element. Filter to include visual bypass indicators and pressure switch wired to "filter bypass" warning light.</li> </ul> <p><b>CONTROL VALVE</b></p> <ul style="list-style-type: none"> <li>- Valve to be open center type with 1" O-ring work ports. All ports shall be level with each other so as to lay flat on its base. A main relief shall be located in the valve body and be set to maximum system requirements (2,000 P.S.I.).</li> <li>- Valve Section to be arranged as follows:</li> <li>- Truck Hoist, 3-way with air actuator and hoist limit valve</li> </ul>		

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Fax: 509-535-4294



**QUOTATION**

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**COBALT**  
TRUCK EQUIPMENT

Quote Number: JL01276

Page 4

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
	<p>- An electric/hydraulic diverter valve is to be provided to activate the pup trailer circuit</p> <p><b>CONTROL CENTER (VALVE CONTROLS)</b></p> <p>- Control console shall be floor mount (non-pedestal type) holding the air controller. Valve control for the dump hoists shall be feathering with spring return for neutral and center safety lock to prevent accidental actuation. Lighted switches are to be installed in console to control the pup trailer circuit diverter valve and the truck and pup trailer air tailgate trip mechanisms. An additional switch wired to the rear of the chassis will be provided to activate the air slide feature of the pup trailer. Console to include body raised and hydraulic warning lights. Console to include 2 additional switches wired to a 15-amp fuse panel for auxiliary lighting or valve functions.</p> <p>- There shall be a pressure protection valve to protect against loss of pressure in the primary system caused by a broken line or an air leak in the auxiliary system.</p> <p>- There shall be a FLR (filter, lubricator and regulator) plumbed into the auxiliary air system to protect air controls from contamination &amp; being over pressurized. The FLR shall be located in an easy to reach location to facilitate access.</p> <p><b>HOSES</b></p> <p>- All hoses required to make the truck fully functional are to be supplied by the successful vendor. Hoses are to be the appropriate size and SAE rating for the functions being operated.</p> <p>- All high-pressure fittings are to be of steel, (black pipe not acceptable) S.A.E. O-Ring type. - -- Wherever possible, "sweep" fittings are to be utilized in place of 90 degree elbows</p> <p>- Hoses are to be secured in place with mechanical fasteners and be protected with hose wrap where chafing may be an issue.</p> <p>- Hoses are not to be "Zip Tied" to existing hydraulic lines or electrical cables.</p> <p><b>INSTALLATION</b></p> <p>- It is the intent of this specification to describe a complete "turnkey" ready truck equipped with all components necessary for the truck to operate.</p> <p>- All wiring shall use heat shrink wire connectors or weather-pak type connections. 3-M quick clips will not be accepted.</p> <p>- All Wiring shall terminate inside of cab wherever possible eliminating overlength cables. Enough Slack will be allowed in wire lengths to facilitate easy access for maintenance and repair.</p> <p>- At the required "pre-build" meeting location of mounted equipment to be confirmed.</p> <p>To ensure compliance with specifications a pre-delivery inspection of the completed unit will be held at Cobalt Truck Equipment Spokane shop</p>		

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Nampa, ID 83887  
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Converse, TX 78109  
Phone 855-587-7738  
Fax 210-301-2037

4626 E Trent Avenue  
Spokane, WA 99212  
Phone 800-572-4369  
Fax 509-535-4294



**Agenda Sheet for City Council Meeting of:**  
10/21/2019

<u>Date Rec'd</u>	8/21/2019
<u>Clerk's File #</u>	OPR 2019-0884
<u>Renews #</u>	

Submitting Dept	INNOVATION & TECHNOLOGY	Cross Ref #	
Contact Name/Phone	MICHAEL 625-6468	Project #	
Contact E-Mail	MSLOON@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	SBO
Agenda Item Name	5300 COMPUNET SWITCH REPLACEMENT		

Agenda Wording

Approval for Cisco Hardware purchase, 5 years operating system licensing, and 18 months SmartNet extended support from CompuNet. Requesting \$749,369.65 including tax for the hardware purchase, licensing and annual maintenance and support.

Summary (Background)

Approx. 70% of network switches, routers and remote site hardware across the City of Spokane infrastructure are out of vendor support and will stop receiving hardware support, software upgrades or security updates. This project will bring all targeted hardware into compliance as well as position the City for an increased security posture. Additionally, due to the size of the order and current available incentives, the vendor is providing significant discounts if the purchase is completed now.

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

Expense	\$ 72,672.47	# 5310-99999-99999-14370
Expense	\$ 676,697.18	# 5310-73100-94000-56409
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SLOON, MICHAEL	<u>Study Session</u>	Public Safety 10/7/19
<u>Division Director</u>	FINCH, ERIC	<u>Other</u>	
<u>Finance</u>	BUSTOS, KIM	Distribution List	
<u>Legal</u>	DALTON, PAT	Accounting - ywang@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	Contract Accounting - aduffey@spokanecity.org	
<u>Additional Approvals</u>		Legal - modle@spokanecity.org	
<u>Purchasing</u>		Purchasing - cwahl@spokanecity.org	
		IT - itadmin@spokanecity.org	
		Tax & Licenses	
		Tom McFarlin - tmcfarlin@compunet.biz	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Pricing is utilizing Washington State Contract Number: 01114 - NASPO Master Contract Number: AR233(14-19). Term is November 1, 2019-April 30, 2021 for SmartNet maintenance and support contract. Term is November 1, 2019-October 31, 2024 for DNA licensing.

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List


## Public Safety and Community Health Committee

### Briefing Paper

<b>Division &amp; Department:</b>	Innovation and Technology Services Division
<b>Subject:</b>	Network Infrastructure Hardware Upgrades
<b>Date:</b>	October 7, 2019
<b>Author (email &amp; phone):</b>	Theresa Pellham, <a href="mailto:tpellham@spokanecity.org">tpellham@spokanecity.org</a> , 625-6948
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Eric Finch and Michael Sloon
<b>Committee(s) Impacted:</b>	Public Safety and Community Health Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	ITSD – Network infrastructure hardware upgrades, licensing, maintenance and support  Utilizing Budget Accounts          #5310-73100-94000-56409 #5310-99999-99999-14370
<b>Strategic Initiative:</b>	Innovative Infrastructure
<b>Deadline:</b>	November 1, 2019
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Hardware purchase, licensing, maintenance and support
<b>Background/History:</b> Approximately 70% of network switches, routers and remote site hardware across the City of Spokane infrastructure are out of vendor support and will stop receiving hardware support, software upgrades or security updates. This project will bring all targeted hardware into compliance as well as position the City for an increased security posture. Additionally, due to the size of the order and current incentives, the vendor is providing significant discounts (\$887K) if the purchase is completed now.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>Cisco Hardware purchase, 5 years operating system licensing, and 18 months SmartNet extended support from Compunet, Inc.</li> <li>Requesting \$749,369.65 including tax for the hardware purchase, licensing and annual maintenance and support.</li> <li>Pricing is utilizing Washington State Contract Number: 01114 – NASPO Master Contract Number: AR233(14-19)</li> <li>Term is November 1, 2019—April 30, 2021 for SmartNet maintenance and support contract</li> <li>Term is November 1, 2019— October 31, 2024 for DNA licensing</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (Beginning 2021) If new, specify funding source: Capital replacement funds Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	



**City of Spokane**  
**CONTRACT**  
Title: **CISCO HARDWARE, LICENSING  
AND EXTENDED SUPPORT**

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **COMPUNET, INC.**, whose address is 505 South Florence Street, Grangeville, Idaho 83530, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the Company was selected from Washington State Contract Number: 01114 – NASPO Master Contract Number: AR233(14-19).*

The parties agree as follows:

1. **PERFORMANCE.** The Company shall provide the City with Cisco Hardware, five (5) years operating system licensing, and eighteen (18) months SmartNet extended support in accordance with Compunet, Inc.'s Quote No. DE129501, attached as Exhibit B. In the event of a discrepancy between the documents this City Contract controls.
2. **CONTRACT TERMS.** The Contract shall begin November 1, 2019, and run through April 30, 2021, for the SmartNet maintenance and support. The DNA Licensing shall begin November 1, 2019, and run through October 31, 2024.
3. **COMPENSATION.** The City shall pay the Company a maximum amount not to exceed **SEVEN HUNDRED FORTY NINE THOUSAND THREE HUNDRED SIXTY NINE AND 65/100 DOLLARS (\$749,369.65)**, including tax and shipping for everything furnished and done under this Contract.
4. **PAYMENT.** The Company shall send its application for payment to Innovation and Technology Services Division, Administration Office, Seventh Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided by state law.
5. **COMPLIANCE WITH LAWS.** Each party shall comply with all applicable federal, state, and local laws and regulations.
6. **ASSIGNMENTS.** This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without



the other party's prior written consent.

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

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

9. TERMINATION. Either party may terminate this Contract by thirty (30) days written notice to the other party. In the event of such termination, the City shall pay the Company for all work previously authorized and performed prior to the termination date.

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

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers; and
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Contractor's services to be provided under this contract;
  - i. Acceptable supplementary Umbrella insurance coverage, combined with the Company's General Liability insurance policy must be a *minimum* of \$1,000,000, in order to meet the insurance coverages required under this Contract;
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for 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 sixty (60) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. **The certificate shall specify the City of Spokane as "Additional Insured"** specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. 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.

12. 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.

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

14. STANDARD OF PERFORMANCE. The silence or omission in the Contract regarding any detail required for the proper performance of the work, means that the Company shall perform the best general practice.

15. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Company agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Company.

16. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Company shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Company does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

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

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

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

**COMPUNET, 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 – Compunet, Inc.'s Quote No. DE129501

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

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

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

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

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



**EXHIBIT B**  
**Cisco - Network/5 Year (18  
 Month Smartnet)**

Remit to:  
 Compunet, Inc.  
 PO Box 410802  
 Salt Lake City, UT 84141

Contract Information:  
 WA, NASPO, AR233(14-19) 01114

**Bill To:**

City of Spokane  
 808 W Spokane Falls Blvd  
 Spokane, WA 99201-3301

**Ship To:**

City of Spokane  
 808 W Spokane Falls Blvd  
 Spokane, WA 99201-3301

**Quote Information:**

Quote #: DE129501  
 Version: 1  
 Delivery Date: 09/25/2019  
 Expiration Date: 10/24/2019

**Prepared by:**

Doug Eason  
 (208) 286-3026  
 deason@compunet.biz

**Prepared for:**

Del Murphy  
 (509) 625-6982  
 dimurphy@spokanecity.org

**ISR 4321**

Description	List Price	Price	Qty	Ext. Price
ISR4321-V/K9 Cisco ISR 4321 Bundle, w/UC License, CUBE-10	\$3,620.00	\$1,474.28	3	\$4,422.84
CON-SNT-ISR4321V SNTC-8X5XNBD Cisco ISR 4321 UC Bundle, PVDM4-32, UC L	\$678.70	\$475.09	3	\$1,425.27
SL-4320-IPB-K9 IP Base License for Cisco ISR 4320 Series	\$0.00	\$0.00	3	\$0.00
SL-4320-UC-K9 Unified Communication License for Cisco ISR 4320 Series	\$0.00	\$0.00	3	\$0.00
PWR-4320-AC AC Power Supply for Cisco ISR 4320	\$0.00	\$0.00	3	\$0.00
CAB-AC-C5 AC Power Cord, Type C5, US, Canada	\$0.00	\$0.00	3	\$0.00
MEM-FLSH-4G 4G Flash Memory for Cisco ISR 4300 (Soldered on motherboard)	\$0.00	\$0.00	3	\$0.00
MEM-4320-4G 4G DRAM for Cisco ISR 4320 (Soldered on motherboard)	\$0.00	\$0.00	3	\$0.00
NIM-BLANK Blank faceplate for NIM slot on Cisco ISR 4400	\$0.00	\$0.00	3	\$0.00
FL-CUBEE-5 CUBE License(OLD OFFER)- 5 sessions(RTU Only)	\$0.00	\$0.00	6	\$0.00
SISR4300UK9-166 Cisco ISR 4300 Series IOS XE Universal	\$0.00	\$0.00	3	\$0.00
NIM-1MFT-T1/E1 1 port Multiflex Trunk Voice/Clear-channel Data T1/E1 Module	\$1,490.00	\$599.17	3	\$1,797.51
PVDM4-32 32-channel DSP module	\$1,700.00	\$712.30	3	\$2,136.90
<b>Subtotal:</b>				<b>\$9,782.52</b>

## C9300

Description	List Price	Price	Qty	Ext. Price
C9300-48U-A Catalyst 9300 48-port UPOE, Network Advantage	\$11,050.00	\$4,792.38	36	\$172,525.68
CON-SNT-C93004UA SNTC-8X5XNBD Catalyst 9300 48-port UPOE, Network Adva	\$1,161.07	\$812.75	36	\$29,259.00
C9300-NW-A-48 C9300 Network Advantage, 48-port license	\$0.00	\$0.00	36	\$0.00
S9300UK9-166 CAT9300 Universal image	\$0.00	\$0.00	36	\$0.00
PWR-C1-1100WAC-P 1100W AC 80+ platinum Config 1 Power Supply	\$0.00	\$0.00	36	\$0.00
PWR-C1-1100WAC-P/2 1100W AC 80+ platinum Config 1 Secondary Power Supply	\$1,900.00	\$826.50	36	\$29,754.00
CAB-TA-NA North America AC Type A Power Cable	\$0.00	\$0.00	72	\$0.00
STACK-T1-50CM 50CM Type 1 Stacking Cable	\$100.00	\$43.50	36	\$1,566.00
CAB-SPWR-30CM Catalyst Stack Power Cable 30 CM	\$95.00	\$41.32	36	\$1,487.52
C1-ADD-OPTOUT Cisco ONE Add-On Session Opt Out (No Fulfillment)	\$0.00	\$0.00	36	\$0.00
C9300-NM-8X Catalyst 9300 8 x 10GE Network Module	\$2,550.00	\$1,109.25	36	\$39,933.00
C9300-24U-A Catalyst 9300 24-port UPOE, Network Advantage	\$6,445.00	\$2,803.58	34	\$95,321.72
CON-SNT-C93002UA SNTC-8X5XNBD Catalyst 9300 24-port UPOE, Network Adva	\$676.88	\$473.82	34	\$16,109.88
C9300-NW-A-24 C9300 Network Advantage, 24-port license	\$0.00	\$0.00	34	\$0.00
S9300UK9-166 CAT9300 Universal image	\$0.00	\$0.00	34	\$0.00
PWR-C1-1100WAC-P 1100W AC 80+ platinum Config 1 Power Supply	\$0.00	\$0.00	34	\$0.00
PWR-C1-1100WAC-P/2 1100W AC 80+ platinum Config 1 Secondary Power Supply	\$1,900.00	\$826.50	34	\$28,101.00
CAB-TA-NA North America AC Type A Power Cable	\$0.00	\$0.00	68	\$0.00
STACK-T1-50CM 50CM Type 1 Stacking Cable	\$100.00	\$43.50	34	\$1,479.00
CAB-SPWR-30CM Catalyst Stack Power Cable 30 CM	\$95.00	\$41.32	34	\$1,404.88
C9300-NM-8X Catalyst 9300 8 x 10GE Network Module	\$2,550.00	\$1,109.25	34	\$37,714.50

Subtotal: **\$454,656.18**
**C3560**

Description	List Price	Price	Qty	Ext. Price
WS-C3560CX-8PC-S Cisco Catalyst 3560-CX 8 Port PoE IP Base	\$2,032.00	\$779.34	25	\$19,483.50
CON-SNT-WSC38PCS SNTC-8X5XNBD Cisco Catalyst 3560-CX 8 Port PoE IP Bas	\$190.25	\$133.18	25	\$3,329.50
CAB-TA-NA North America AC Type A Power Cable	\$0.00	\$0.00	25	\$0.00
CMPCT-CBLE-GRD Cable Guard for the 3560-CX and 2960-CX Compact Switches	\$45.00	\$18.86	25	\$471.50
PWR-CLP Power Retainer Clip For 3560-C, 2960-C and 2960-L Switches	\$0.00	\$0.00	25	\$0.00

 Subtotal: **\$23,284.50**
**C9500**

Description	List Price	Price	Qty	Ext. Price
C9500-24Y4C-A Catalyst 9500 24x1/10/25G and 4-port 40/100G, Advantage	\$21,600.00	\$0.00	2	\$0.00
CON-SSSNT-C95024YA SOLN SUPP 8X5XNBD Catalyst 9500 24-port 25/100G only, Adva	\$3,200.99	\$0.00	2	\$0.00
C9K-PWR-650WAC-R/2 650W AC Config 4 Power Supply front to back cooling	\$2,100.00	\$0.00	2	\$0.00
C9K-PWR-650WAC-R 650W AC Config 4 Power Supply front to back cooling	\$0.00	\$0.00	2	\$0.00
SC9500HUK9-1612 Cisco Catalyst 9500H XE.16.12 UNIVERSAL	\$0.00	\$0.00	2	\$0.00
CAB-N5K6A-NA Power Cord, 200/240V 6A North America	\$0.00	\$0.00	4	\$0.00
NETWORK-PNP-LIC Network Plug-n-Play License for zero-touch device deployment	\$0.00	\$0.00	2	\$0.00
C9K-F1-SSD-BLANK Cisco pluggable SSD storage	\$0.00	\$0.00	2	\$0.00
C9500-NW-A C9500 Network Stack, Advantage	\$0.00	\$0.00	2	\$0.00

 Subtotal: **\$0.00**

## VG204

Description	List Price	Price	Qty	Ext. Price
VG204XM Cisco VG204XM Analog Voice Gateway	\$1,570.00	\$628.00	17	\$10,676.00
CON-SNT-VG204XM SNTC-8X5XNBD Cisco VG204 Analog V	\$173.33	\$121.33	17	\$2,062.61
SVG2XAISK9-15703M Cisco VG20X Series IOS ADVANCED IP SERVICES	\$150.00	\$62.85	17	\$1,068.45
CAB-AC AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	\$0.00	\$0.00	17	\$0.00
CAB-ETH-S-RJ45 Yellow Cable for Ethernet, Straight-through, RJ-45, 6 feet	\$0.00	\$0.00	17	\$0.00
PWR-30W-AC Power Supply 30 Watt AC	\$0.00	\$0.00	17	\$0.00
<b>Subtotal:</b>				<b>\$13,807.06</b>

## ASA 5508

Description	List Price	Price	Qty	Ext. Price
ASA5508-K9 ASA 5508-X with FirePOWER services, 8GE, AC, 3DES/AES	\$3,595.00	\$1,506.30	2	\$3,012.60
CON-SNT-ASA5508K SNTC-8X5XNBD ASA 5508-X with Fire	\$718.98	\$503.29	2	\$1,006.58
CAB-AC AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	\$0.00	\$0.00	2	\$0.00
SF-ASA-K-9.8.2-K8 Cisco ASA 9.8.2 Software image for ASA 5506/5508/5516 series	\$0.00	\$0.00	2	\$0.00
SF-ASA-FP6.2.2-K9 Cisco FirePOWER Software v6.2.2 for ASA 5500-X	\$0.00	\$0.00	2	\$0.00
ASA5508-CTRL-LIC Cisco ASA5508 Control License	\$0.00	\$0.00	2	\$0.00
ASA5508-SSD ASA 5508-X SSD	\$0.00	\$0.00	2	\$0.00
ASA5500-ENCR-K9 ASA 5500 Strong Encryption License (3DES/AES)	\$0.00	\$0.00	2	\$0.00
<b>Subtotal:</b>				<b>\$4,019.18</b>

## Meraki

Description	List Price	Price	Qty	Ext. Price
MX84-HW Meraki MX84 Router/Security Appliance	\$1,995.00	\$835.90	2	\$1,671.80



## Meraki

Description		List Price	Price	Qty	Ext. Price
LIC-MX84-SEC-5YR	Meraki MX84 Advanced Security License and Support, 5YR	\$6,000.00	\$2,514.00	2	\$5,028.00
Z3-HW	Meraki Z3 Cloud Managed Teleworker Gateway	\$495.00	\$207.40	10	\$2,074.00
LIC-Z3-ENT-5YR	Meraki Z3 Enterprise License and Support, 5YR	\$450.00	\$188.55	10	\$1,885.50
MX68-HW	Meraki MX68 Router/Security Appliance	\$995.00	\$416.90	8	\$3,335.20
LIC-MX68-SEC-5YR	Meraki MX68 Advanced Security License and Support, 5YR	\$2,250.00	\$942.75	8	\$7,542.00
<b>Subtotal:</b>					<b>\$21,536.50</b>

## C3850 - IP Base to IP Services

Description		List Price	Price	Qty	Ext. Price
L-C3850-48-S-E	C3850-48 IP Base to IP Services Electronic RTU License	\$11,730.00	\$0.00	38	\$0.00
L-C3850-24-S-E	C3850-24 IP Base to IP Services Electronic RTU License	\$5,870.00	\$0.00	1	\$0.00
<b>Subtotal:</b>					<b>\$0.00</b>

## EA - DNAC Offer

Description		List Price	Price	Qty	Ext. Price
EA-DNAC-OFFER	For qualified Cisco DNA EA customers only.	\$0.00	\$0.00	1	\$0.00
DN2-HW-APL-U	Cisco DNA Center Appliance 44 Core-- Upgrade (Gen 2)	\$0.00	\$0.00	1	\$0.00
CON-SSSNT-DN2HWPL	SOLN SUPP 8X5XNBD DNA Center Appliance (Gen 2)	\$9,466.96	\$6,626.87	1	\$6,626.87
DN2-TPM2-002	Trusted Platform Module 2.0 for UCS servers	\$0.00	\$0.00	1	\$0.00
DN2-CPU-6152	2.1 GHz 6152/140W 22C/30.25MB Cache/DDR4 2666MHz	\$0.00	\$0.00	2	\$0.00
DN2-MSTOR-SD	Mini Storage Carrier for SD (holds up to 2)	\$0.00	\$0.00	1	\$0.00
DN2-PCIE-ID10GF	Intel X710-DA2 dual-port 10G SFP+ NIC	\$0.00	\$0.00	1	\$0.00
DNA-SW-1.3	Cisco DNA Center SW 1.3	\$0.00	\$0.00	1	\$0.00

**EA - DNAC Offer**

Description	List Price	Price	Qty	Ext. Price
DN2-PCIE-IQ10GF Intel X710 quad-port 10G SFP+ NIC	\$0.00	\$0.00	1	\$0.00
DN2-RAID-M5 Cisco 12G Modular RAID controller with 2GB cache	\$0.00	\$0.00	1	\$0.00
DN2-MR-X32G2RS-H 32GB DDR4-2666-MHz RDIMM/PC4-21300/dual rank/x4/1.2v	\$0.00	\$0.00	8	\$0.00
DN2-SD-64G-S 64GB SD Card for UCS Servers	\$0.00	\$0.00	1	\$0.00
CAB-AC-L620-C13 AC Power Cord, NEMA L6-20 - C13, 2M/6.5ft	\$0.00	\$0.00	2	\$0.00
DN2-SD480GM1X-EV 480 GB 2.5 inch Enterprise Value 6G SATA SSD	\$0.00	\$0.00	2	\$0.00
DN2-SD19TM1X-EV 1.9TB 2.5 inch Enterprise Value 6G SATA SSD	\$0.00	\$0.00	8	\$0.00
DN2-PSU1-770W Cisco UCS 770W AC Power Supply for Rack Server	\$0.00	\$0.00	2	\$0.00
DNA-SOLN-STARTER Solution Starter	\$0.00	\$0.00	1	\$0.00
<b>Subtotal:</b>				<b>\$6,626.87</b>

**5 Year EA - Prepaid**

Description	List Price	Price	Qty	Ext. Price
ELA2-M Cisco EA BUNDLE	\$0.00	\$0.00	1	\$0.00
E2-N-AS Cisco DNA for EA - Access Switching	\$0.00	\$0.00	1	\$0.00
E2-N-AS-S Access Switching EA - Support	\$0.00	\$0.00	1	\$0.00
E2N-C93002-B-A C9300 48-port CISCO DNA EA Advantage Existing Essentials( Quantity 3 x 60 Months)	\$104.67	\$0.00	180	\$0.00
E2N-C93002-G-A C9300 48-port CISCO DNA EA Advantage New Purchase( Quantity 36 x 60 Months)	\$104.67	\$51.10	1860	\$95,046.00
E2N-C95001-G-A C9500 CISCO DNA EA Advantage High (24Q/40X) New Purchase( Quantity 2 x 60 Months)	\$336.17	\$0.00	120	\$0.00
E2N-C95002-B-A C9500 CISCO DNA EA Adv Low (12Q/16X) - Existing Essentials( Quantity 1 x 60 Months)	\$197.17	\$0.00	60	\$0.00
E2N-C3560CX1-B-A C3560CX CISCO DNA EA Adv 8-Port With Existing IPB or IPS( Quantity 5 x 60 Months)	\$19.50	\$6.53	300	\$1,959.00

## 5 Year EA - Prepaid

Description		List Price	Price	Qty	Ext. Price
E2N-C3560CX1-G-A	C3560CX CISCO DNA EA Advantage 8-Port New Purchase( Quantity 25x 60 Months)	\$19.50	\$6.53	1500	\$9,795.00
E2N-C38501-B-A	C3850 CISCO DNA EA Adv. 24-Port With Existing IPB or IPS( Quantity 1 x 60 Months)	\$55.84	\$0.00	60	\$0.00
E2N-C38502-B-A	C3850 CISCO DNA EA Adv. 48-Port With Existing IPB or IPS( Quantity 35 x 60 Months)	\$104.67	\$0.00	2100	\$0.00
E2N-C38502-L-A	C3850 CISCO DNA EA Advantage 48-Port With Existing LAN Base( Quantity 3 x 60 Months)	\$134.42	\$0.00	180	\$0.00
E2N-C38503-B-A	C3850 CISCO DNA EA Adv. 12/24-Port Fbr w/ Existing IPB/IPS( Quantity 1x 60 Months)	\$197.17	\$0.00	60	\$0.00
E2N-C9200L1-B-A	C9200L 24-port CISCO DNA EA Adv With Existing IPB or IPS( Quantity 1 x 60 Months)	\$55.84	\$0.00	60	\$0.00
E2N-C93001-G-A	C9300 24-port CISCO DNA EA Advantage New Purchase ( Quantity 34 x 60 Months)	\$55.84	\$23.34	2040	\$47,613.60
<b>Subtotal:</b>					<b>\$154,413.60</b>

## Learning Credits

Description		List Price	Price	Qty	Ext. Price
TRN-CLC-001	100 Prepaid training credits:Redeem w/Cisco Learni	\$10,000.00	\$0.00	3	\$0.00
<b>Subtotal:</b>					<b>\$0.00</b>

## Shipping

Description		List Price	Price	Qty	Ext. Price
Shipping	Ground Shipping at no charge	\$0.00	\$0.00	1	\$0.00

## Quote Summary

Description	Amount
ISR 4321	\$9,782.52
C9300	\$454,656.18
C3560	\$23,284.50
C9500	\$0.00
VG204	\$13,807.06
ASA 5508	\$4,019.18
Meraki	\$21,536.50
C3850 - IP Base to IP Services	\$0.00
EA - DNAC Offer	\$6,626.87
5 Year EA - Prepaid	\$154,413.60
Learning Credits	\$0.00
Subtotal:	\$688,126.41
Estimated Tax:	\$61,243.24
Total:	\$749,369.65

## Payment Options

Description	Payments	Interval	Amount
Yearly Quote - PrePaid			
5 Year Term	1	One-Time	\$749,369.65

## Summary of Selected Payment Options

Description	Amount
Yearly Quote - PrePaid: 5 Year Term	
Total of One-Time Payments	\$749,369.65

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. Your electronic signature, per the Electronic Signature Act, is considered equivalent to your signed and faxed signature, and allows you to accept and place your order. A copy of this acceptance and the attached proposal document will be sent to your email address to complete your order acceptance. You are NOT required to electronically sign your order, you may fax or email your signed proposal to your Account Manager.

### City of Spokane

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

PO Number: \_\_\_\_\_

# End User Information Form

For End Users of the Cisco Enterprise Agreement

To purchase one or more of the available suite(s) for you and your Participating Affiliate(s)<sup>1</sup>, an authorized representative of the End User<sup>2</sup> must complete this form in its entirety and sign it. This form will be used to define the scope of the agreement. Cisco provides a quote to your reseller for the selected suite(s), based upon the information that you provide in this form. Your reseller will in turn provide a quote to you. **This form is used by Cisco solely to provide a quote to your reseller.**

# End User Overview

End User Information	
Full legal name of the organization you represent	CITY OF SPOKANE
Address of its principal place of business	808 W SPOKANE FALLS BLVDMGNT INFO SVC 300331 007 7TH FLR CITY HALL SPOKANE WA 99201 USA

Your Enterprise Coverage
<p>Cisco requires any Participating Affiliate(s) for which you are purchasing enterprise coverage to be included in this End User Information Form. Cisco relies on this list to define the scope of the agreement, ensure accurate pricing, as well as effective provisioning and support.</p>
<p><b>Participating Affiliate(s)</b></p> <p>None</p>
<p><b>Additional information/list of Participating Affiliates</b></p> <p>Not Applicable</p>

# Cisco Enterprise Agreement for Cisco DNA

## Cisco DNA for Switching Suite

Hardware Model	Advantage Quantity	Premier Quantity	Add On Quantity
CISCO DNA Cat 3560CX 8 Port	30	0	0
CISCO DNA Cat 3850 12/24 Port Fiber	1	0	0
CISCO DNA Cat 3850 24 Port	1	0	0
CISCO DNA Cat 3850 48 Port	38	0	0
CISCO DNA Cat 9200L 24 Port	1	0	0
CISCO DNA Cat 9300 24 Port	34	0	0
CISCO DNA Cat 9300 48 Port	39	0	0
CISCO DNA Cat 9500 24Q / 40X / 48X (High-port density)	2	0	0
Cisco DNA Cat 9500 12Q / 16X / 24X (Low-port density)	1	0	0



# End User Information Form Acceptance

AS AN AUTHORIZED REPRESENTATIVE OF THE END USER, YOU REPRESENT THAT THE INFORMATION PROVIDED IN THIS FORM IS ACCURATE AS OF THE DATE OF YOUR SIGNATURE AND THAT THE ESTIMATE(S) ABOVE IS/ARE A GOOD FAITH ESTIMATE OF THE PRICING METERS (e.g., KNOWLEDGE WORKERS, SECURITY CONTENT USERS, DEVICES, AGENTS, and PORTS), AS APPLICABLE, TO THE EA SUITE(S) THAT YOU ARE PURCHASING. YOU UNDERSTAND THAT CISCO RELIES UPON THE ACCURACY OF THE INFORMATION PROVIDED IN THIS FORM TO PROVIDE A QUOTE TO YOUR RESELLER, TO LICENSE ITS SOFTWARE TO YOU, TO PROVIDE YOU WITH UPGRADES, AND TO PROVIDE TECHNICAL SUPPORT ON THE PRODUCTS INCLUDED IN THE EA SUITE(S). YOU ALSO UNDERSTAND THAT YOU ARE UNDER NO OBLIGATION TO PURCHASE BY COMPLETING THIS FORM.

End User Acceptance	
Full Legal Name of the Organization You Represent	CITY OF SPOKANE
Name	.
Title	.
Date	
End User authorized representative signature	

# Program Terms

For End Users of the Cisco Enterprise Agreement

## Program Terms

The terms provided below (“**Program Terms**”) together with each of its exhibits and the applicable EUIF, comprise Your Cisco Enterprise Agreement (“**Cisco EA**”). Capitalized terms have the meanings set out below or in Exhibit A (Definitions).

- 1. Enterprise-wide Entitlement.** This Cisco EA gives You and Your Participating Affiliates the right to access on an enterprise-wide basis the Software and Services included in the purchased Suites under your enrollments, subject to the Program Terms. You and Your Participating Affiliates may: (a) provide access to the Suites to Employees and Contractors (b) install or deploy the Suites on all Devices, and (c) receive Support Services for the Suites.
- 2. Suites; Suite Descriptions.** A “**Suite**” is a combination of Software and Services listed in the applicable Suite Description. A Suite Description may list more than one Suite, and the right to access the Software or Services under the Cisco EA extends only to the Suites you purchase and identify on Your EUIF. Suite Descriptions provide additional terms that apply to each Suite and are located in Exhibit B (Suite Descriptions).
- 3. Suite Meters.** The Suites You purchase under your enrollment include one or more meters which are described in the applicable Suite Description. The meter counts You include in the EUIF are used to calculate the initial price of the Suite and the amount of Software and Services included in Your initial purchase (“**Initial Meter Count**”). Meters are also used to measure consumption of the Software and Services included in the Suite for the purposes of calculating Your True Forward order (if applicable).
- 4. Ongoing Innovation.** Each Suite is dynamic in nature, and Cisco may, in its discretion, add new capabilities or Software or Services to a Suite, or modify existing capabilities or Software or Services in a Suite, as long as such changes do not materially reduce the core functionality of the Software or Services in the Suite. Updates to the Suite as part of such ongoing innovation will be reflected in the EA Workspace.
- 5. Use of EA Workspace.** Unless otherwise stated in the Suite Description, You will be provided access to a license management and provisioning portal that displays the amount and type of licenses You and Your Participating Affiliates access during the Term, including any additional optional add-on licenses Cisco makes available to You for purchase (“**EA Workspace**”). Cisco may use the information contained in Your EA Workspace to help determine any True Forward fees. Cisco has no liability arising out of You or your Participating Affiliates’ use of Your EA Workspace and You understand and agree that You are responsible for the actions of any user You or Your Participating Affiliates authorize to access the EA Workspace, including payment for any additional Software or Services that they purchase. You will be required to choose a user name and password and at all times You are responsible for maintaining the confidentiality of Your username, password, and account details. You must immediately notify Cisco of any known unauthorized use(s) of Your EA Workspace, or any known or suspected breach of security on Your EA Workspace, including loss, theft, or unauthorized disclosure of Your password.
- 6. End User Information Form; Payment Obligations.** To purchase a Suite under your enrollment, You must provide Cisco or Your Reseller with a valid End User Information Form (“**EUIF**”), signed by Your authorized representative. You must pay for any Software or Services identified on your EUIF before Cisco makes the Software and Services available for your use. Any Software and Services accessed by You or Your Participating Affiliates during the Term not identified on Your EUIF (beyond any applicable growth allowance), including optional add-on Software or Services, will be paid for under the True Forward process (Section 8) if applicable.

You understand and agree that Cisco and Your Reseller rely on the information You provide in the EUIF as the basis for the quote provided to You.

7. **Adding Additional Suites.** Under your enrollment You may purchase additional Suites during the Term by providing Cisco or Your Reseller with a new EUIF signed by Your authorized representative and approved by Cisco. Any additional Suites You purchase under Your Cisco EA enrollment will co-terminate at the end of the Term. The purchase of additional Suites will not extend the Term. Additional Suites must be added a minimum of twelve (12) months before the end of the Term and will be subject to these Program Terms.
  
8. **True Forward.** Cisco uses a process to determine the fees due for accessing Software and Services under your enrollment in excess of the Initial Meter Count (“**True Forward**”) unless otherwise stated in the Suite Description. If the Suite includes a growth allowance, then Your Initial Meter Count may be exceeded by the applicable growth allowance and You will not owe any True Forward fees until the growth allowance is exceeded. For the Software and Services included in Your initial purchase, Your Reseller (or Cisco, if the applicable Cisco EA is purchased directly from Cisco) will provide You with a “not to exceed” maximum unit price per meter for any True Forward fees that may be owed during the Term.

A True Forward occurs:

- a) Annually on each anniversary of the Effective Date (if more than one purchased Suite includes a True Forward, then the first anniversary will apply to all purchased Suites); and
- b) At the end of the Term to account for any perpetual Software licenses accessed during the final year of the Term in excess of Your Initial Meter Count and which you have not already purchased under an earlier True Forward event.

Further details on the True Forward process are included in the applicable Suite Descriptions. Cisco reserves the right to validate the meter count upon which a True Forward order is based. If You fail to pay any portion of the applicable True Forward fees when due and You fail to cure that payment breach within thirty (30) days’ notice, Cisco may suspend access to additional Software and Services in the Suite and/or suspend Your and Your Participating Affiliates’ access to the EA Workspace.

9. **Support Services.** Support Services are included in the purchased Suites under your enrollment, and additional Support Services may be available for an additional fee, as indicated in the applicable Suite Description. At each True Forward event, Support Services are charged as follows: (i) for term-based Software and Cloud Services, Your True Forward fees will include Support Services to the end of the Term; and (ii) for perpetual Software licenses, Your Support Services fees are charged separately, with the applicable fees being pro-rated from the date Cisco processes Your True Forward order to the end of the Term.
  
10. **Term & Termination.** The duration of the Cisco EA will be included in the quote from Your Reseller (or Cisco, if the Cisco EA is being purchased directly from Cisco) (“**Term**”). For each Suite, the effective date of these Program Terms is the date when Cisco makes the Software available for download or available for You and Your Participating Affiliates to use (“**Effective Date**”). The Term commences on the earliest Effective Date of the first Suite that You purchase . All Cloud Services subscriptions and Support Services are term-based and will begin on the applicable Effective Date and continue until the end of the Term. The Suite Descriptions indicate whether

a Software license is a term-based license or perpetual license; term-based Software subscriptions begin on the applicable Effective Date and continue until the end of the Term and perpetual Software begins on the applicable Effective Date, with no termination by Cisco (provided that you comply with the conditions of use set forth in the EULA).

If a party materially breaches the Program Terms (including failure to pay required fees) and does not cure that breach within thirty (30) days' notice, the non-breaching party may terminate these Program Terms for cause ("**Termination**"). At the end of the Term or upon Termination:

- a) You or Your Participating Affiliates, as applicable, may continue to use any perpetual Software licenses, in accordance with the terms of the EULA, that You or Your Participating Affiliates have accessed and paid for as of the end of the Term; and
  - b) All Services and term-based Software licenses terminate; and
  - c) The following rights of You and Your Participating Affiliates terminate:(i) the right to receive Support Services, (ii) the right to add additional licenses or downloads of Software, (iii) the right to activate additional Software licenses or access Cloud Services;
  - d) You and Your Participating Affiliates' access to the EA Workspace terminates; and
  - e) You and Your Participating Affiliates must destroy any product activation keys (PAKs) not in use and must convert Cisco EA PAKs used during the Term to non-Cisco EA PAKs provided by Cisco.
11. **Participating Affiliates.** You are responsible for the compliance of any Participating Affiliates under these Program Terms. In the event there is a change to Your list of Participating Affiliates, You must notify Cisco by sending an email to: [ela-affiliate-update@cisco.com](mailto:ela-affiliate-update@cisco.com), with the following information: Your name, the names of the relevant Affiliates and the then-current quantity of Employees and Contractors, Devices, or other applicable meter for such entities. Such notification shall be provided at either the next True Forward Event (if applicable) or within six (6) months of such change becoming effective, whichever occurs first.
12. **Prior Purchases & Combined Discounts.** The Cisco EA does not apply to and will not modify the terms of purchases of Cisco software, products or services made by You or Your Participating Affiliates prior to the Effective Date. The pricing, discounts, and other incentives offered as part of the Cisco EA may not be combined with any other price reductions, additional discounts, promotional pricing, rebates, credits, trade-in or other pricing programs or incentives Cisco may offer during the Term.
13. **Internal Use Only.** You and Your Participating Affiliates may use purchased Suites under your enrollment solely for Your internal business operations and not for any activities in which You or Your Participating Affiliates (i) provide third parties with access to the purchased Suites, including without limitation, as part of a service bureau, outsourcing, hosting, managed or any other provisioned service, or (ii) act as a reseller.
14. **Delivery & Tax.** Cisco will make electronically delivered Software available to You and Your Participating Affiliates in the transaction country of record and You are responsible for distributing such Software across Your organization. Software delivered on newly purchased Cisco hardware will be made available to You and Your Participating Affiliates at the address provided with the purchase order for the Cisco hardware, and for any such purchases of Cisco hardware You must use the Smart Account assigned to You by Cisco during the setup of Your Cisco EA. Usage of this Smart Account will ensure that EA-covered Software is priced appropriately. To the extent Software is delivered on Cisco hardware, Your tax or customs duty obligations for such hardware

may be inclusive of the value of the Software. Therefore, for importation purposes, the value indicated on importation documents may be higher than the transaction price of the hardware purchase.

15. **No Assignment and Transfer.** You and Your Participating Affiliates may not assign or transfer any rights, or obligations under these Program Terms, including by written agreement, merger, consolidation, divestiture, operation of law, or otherwise (including under Cisco's Software Transfer and Relicensing Policy), except with Cisco's prior written consent, such consent not to be unreasonably withheld.
16. **Export.** Cisco Software and Services are subject to local and extraterritorial export control laws and regulations. You, Your Participating Affiliates, and Cisco will comply with such laws and regulations governing use, export, re-export, and transfer of the Software and Services and will obtain all required local and extraterritorial authorizations, permits or licenses. The export obligations under this clause shall survive the expiration or termination of these Program Terms.
17. **End of Life Policy.** Cisco reserves the right to end of life any Software or Services in any Suite during the Term, consistent with Cisco's standard End of Life Policy, provided that the End of Life Policy does not modify Cisco's obligations under these Program Terms.
18. **Verification.** Upon reasonable request from Cisco, You will assist and make information available to Cisco to facilitate verification of the number of Services or Software licenses that You and Your Participating Affiliates have installed, accessed, deployed, or activated. In the event that Cisco's verification determines that You and Your Participating Affiliates have accessed Software or Services that You have not paid for, then You will be obligated to pay in accordance with Section 6 ("End User Information Form; Payment Obligations").
19. **Supplemental Terms; Order of Precedence.** Supplemental terms govern the Software and Services in the purchased Suite and will be identified in the applicable Suite Description. Software is governed by the Cisco End User License Agreement ("**EULA**") and any applicable supplemental end user license agreements ("**SEULAs**"). Cloud Services are governed by the Cisco Universal Cloud Agreement ("**UCA**") and any applicable offer descriptions. Support Services are governed by the applicable Service Descriptions. All supplemental terms are publicly available at [www.Cisco.com](http://www.Cisco.com). The Program Terms and applicable Suite Description take precedence in the event of a conflict with any of these supplemental terms.

## Exhibit A: Definitions

The following definitions apply to the EA Program Terms and all Suites purchased under the Cisco EA.

**"Affiliate"** means any entity that one of us controls or controls one of us. "Control" means that entity (a) directly or indirectly owns more than 50% of one of us; or (b) has the ability to direct the affairs of one of us through any lawful means (e.g., a contract that allows control).

**"Cisco"** means Cisco Systems, Inc. or its applicable Affiliate offering the Program Terms.

**"Cloud Services"** means the Cisco hosted software-as-a-service included in Your purchased Suite and governed by the Cisco UCA and any applicable Cisco offer descriptions.

**"Contractors"** means non-Employees who (i) work on Your or Your Participating Affiliates' behalf, (ii) whose work is under Your or Your Participating Affiliates' control or supervision pursuant to a consulting, staffing or other similar written contract, and (iii) have access to Your or Your Participating Affiliates' systems or networks in the ordinary course of providing their services to You or Your Participating Affiliates.

**"Devices"** means computing, networking, or communications devices capable of running the Software or browser plug-ins associated with the Software, and which are owned or controlled by You or Your Participating Affiliates, as applicable.

**"Employees"** means full or part-time employees of You or Your Participating Affiliates, as applicable.

**"End User"**, **"You"** or **"Your"** mean the final purchasing entity as identified on the EUIF.

**"Participating Affiliates"** means: (i) those Affiliates that are included in Your EUIF and for which You have paid the appropriate fee(s) to be included in this Cisco EA or You form with existing assets and employees transferred only from such Affiliates or (ii) those Affiliates that You acquire and add to the list of Participating Affiliates under the process set out in these Program Terms.

**"Reseller"** means the reseller authorized by Cisco to resell Suites under the Cisco EA.

**"Smart Account"** means the license management account provided to You by Cisco.

**"Service Description"** means the terms and conditions for the applicable Support Services.

**"Services"** means Cloud Services and Support Services included in Your purchased Suite.

**"Software"** means the Cisco software included in Your purchased Suite and governed by the Cisco EULA and any applicable Cisco SEULAs.

**"Support Services"** means the maintenance, technical support or other support services You have chosen for Your Suite.

## Exhibit B: Suite Descriptions



## Cisco DNA for Switching Suite

The Cisco DNA for Switching Suite includes the components listed below. Software in this Suite is governed by the Cisco EULA. You may not add or subtract any other Software or Services to or from the Suite. For clarity, You and Your Participating Affiliates may use any of the products listed below and will have access to them via the EA Workspace. As described in the EA Program Terms, any licenses You and Your Participating Affiliates access during the Term that are not identified in your EUIF will be charged to You via the True Forward process or, if applicable, under the Initial Growth Cap described below.

Suite	Software	License Type	Meter	Growth Allowance
Cisco DNA for Switching	<ul style="list-style-type: none"> <li>• Cisco DNA Advantage for Switching                             <ul style="list-style-type: none"> <li>– SD-Access</li> <li>– Assurance</li> <li>– Analytics</li> <li>– Security</li> <li>– IoT</li> <li>– Telemetry</li> <li>– Visibility</li> <li>– DNA Essentials (Basic Automation &amp; Monitoring, Element Management, Full Netflow, Containers)</li> </ul> </li> <li>• IP Services</li> </ul>	Software (term-based)	Device licenses	None
	<ul style="list-style-type: none"> <li>• Cisco DNA Premier for Switching (Includes all components in Cisco DNA Advantage for Switching)</li> <li>• Stealthwatch</li> <li>• ISE Base + ISE Plus</li> </ul>	Software (term-based)	Device licenses (Cisco DNA Premier)  Flows, Endpoints (Stealthwatch)  Nodes, Endpoints (ISE Base + ISE Plus)	None

Support Services
Support Services provided via Cisco Software Support Service and governed by the applicable Service Description.

### Additional Suite Terms

The following additional terms apply to the use of the products and services included in the Cisco DNA for Switching Suite and take precedence over any conflicting Program Terms.

#### Growth Allowance and Initial Growth Cap

There is no growth allowance included in this Suite. During the first six (6) months of the Term, if the meter count exceeds more than one hundred and five percent (105%) of the Initial Meter Count identified in the EUIF (“**Initial Growth Cap**”), Cisco reserves the right to immediately adjust the scope of the Cisco EA by the amount of the Initial Growth Cap plus the overage. These additional corresponding fees will cover the period beginning at the time of the overage through the remainder of the Term.

**True Forward Method**

Your True Forward order will be based on unpaid for Software and Services (as measured by the meter(s) listed in the tables above) that You or Your Participating Affiliates access in excess of Your initial purchase. To determine your True Forward order, Cisco will use the EA Workspace as described in the Program Terms.

**Outsourcing**

If You and Your Participating Affiliates choose to outsource the operation, support and maintenance of your network to a third-party outsourcing company or managed service provider, the Suite may not be deployed on or used for hardware products owned or leased by the outsourcer/managed service provider. The Suite can only be deployed or used on Devices owned or controlled by You and Your Participating Affiliates.

## Acknowledgement of Program Terms

I HAVE READ THE ENTERPRISE AGREEMENT PROGRAM TERMS (“PROGRAM TERMS”), INCLUDED ABOVE, AND UNDERSTAND THAT IN THE EVENT OF PURCHASE, THESE AGREEMENT TERMS APPLY TO THE SOFTWARE, SAAS, AND SERVICES AS DESCRIBED IN EXHIBIT B SUITE DESCRIPTIONS.

<b>End User Acceptance</b>	
<b>Full Legal Name of the Organization You Represent</b>	CITY OF SPOKANE
<b>Name</b>	.
<b>Title</b>	.
<b>Date</b>	
<b>End User authorized representative signature</b>	

DETACH BEFORE POSTING



STATE OF WASHINGTON

Profit Corporation

# BUSINESS LICENSE

Unified Business ID #: 602742439  
Business ID #: 001  
Location: 0002  
Expires: Mar 31, 2020

COMPUNET, INC.  
15320 E MARIETTA AVE STE 6  
SPOKANE VALLEY, WA 99216-1870

TAX REGISTRATION - ACTIVE

CITY ENDORSEMENTS:

- SPOKANE VALLEY GENERAL BUSINESS - ACTIVE
- OLYMPIA GENERAL BUSINESS - NON-RESIDENT #27170 - ACTIVE
- SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE

REGISTERED TRADE NAMES:

COMPUNET, 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: 602742439 001 0002

COMPUNET, INC.  
15320 E MARIETTA AVE STE 6  
SPOKANE VALLEY, WA 99216-1870

STATE OF WASHINGTON

TAX REGISTRATION - ACTIVE  
SPOKANE VALLEY GENERAL  
BUSINESS - ACTIVE  
OLYMPIA GENERAL BUSINESS -  
NON-RESIDENT #27170 - ACTIVE  
SPOKANE GENERAL BUSINESS -  
NON-RESIDENT - ACTIVE

Expires: Mar 31, 2020

Director, Department of Revenue

DETACH THIS SECTION FOR YOUR WALLET



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/06/2018

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

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

<b>PRODUCER</b> License # 26480 <b>HUB International Mountain States Limited</b> 2600 Rose Hill, Suite 101 PO Box 5815 Boise, ID 83705	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): <b>(208) 433-1000</b>		FAX (A/C, No): <b>(866) 898-4905</b>
	<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>			<b>NAIC #</b>
<b>INSURER A : Travelers Property Casualty Insurance Company</b>			<b>36161</b>
<b>INSURER B : Travelers Property Casualty Company of America</b>			<b>25674</b>
<b>INSURER C : Charter Oak Fire Insurance Company</b>			<b>25615</b>
<b>INSURER D :</b>			
<b>INSURER E :</b>			
<b>INSURER F :</b>			

**INSURED**

**CompuNet, Inc.**  
 505 S Florence St.  
 Grangeville, ID 83530

### COVERAGES

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		6302F572289	11/09/2018	11/09/2019	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	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input 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			BA0L66165A	11/09/2018	11/09/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							\$	
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP3K100505	11/09/2018	11/09/2019	EACH OCCURRENCE	\$ 4,000,000
							AGGREGATE	\$ 4,000,000
							\$	
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	UB7J954544	11/09/2018	11/09/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
The city, its agents, officers and employees are additional insureds but only with respect to the company's services to be provided under written agreement.

### CERTIFICATE HOLDER

### CANCELLATION

City of Spokane  
Innovation and Technology Services Division  
808 W Spokane Falls Blvd.  
Spokane, WA 99201

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

AUTHORIZED REPRESENTATIVE



**Agenda Sheet for City Council Meeting of:**  
10/21/2019

<u>Date Rec'd</u>	10/2/2019
<u>Clerk's File #</u>	OPR 2019-0885
<u>Renews #</u>	

<u>Submitting Dept</u>	FLEET OPERATIONS	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	DAVID PAINE 625-6878	<u>Project #</u>	
<u>Contact E-Mail</u>	DPAINE@SPOKANECITY.ORG	<u>Bid #</u>	5153-20
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	CR 21059
<u>Agenda Item Name</u>	5100 CONTRACT FOR INSTALLATION OF RADIO & ELECTRICAL EQUIPMENT IN VEHICLES		

Agenda Wording

Fleet Services would like to contract with Racom Corporation for the installation of radio and electrical equipment in vehicles. The term of the contract would be for one year, with four one-year renewal options, \$150,000 yearly amount.

Summary (Background)

An IRFP(IRFP #5153-20) was sent out on August 15, 2019 to over 50 companies. One proposal was received. The Installation of Radio and Electrical Equipment in Vehicles contract will provide timely commissioning of city vehicles. Recommend approval of a contract for Installation of Radio and Electrical Equipment in Vehicles. Funding for this contract is in the Fleet department's budget.

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

Expense	\$ 150,000	# 5100-71700-48348-54803-99999
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<b><u>Dept Head</u></b>	PAINE, DAVID	<b><u>Study Session</u></b>	9/16/19
<b><u>Division Director</u></b>	SIMMONS, SCOTT M.	<b><u>Other</u></b>	
<b><u>Finance</u></b>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<b><u>Legal</u></b>	DALTON, PAT	mmartinez	
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL		

Additional Approvals

<b><u>Purchasing</u></b>	PRINCE, THEA	

## Briefing Paper

### Finance, Administration and Sustainable Resources Committee

<b>Division &amp; Department:</b>	Public Works, Fleet Services
<b>Subject:</b>	Installation of Radio and Electrical Equipment in Vehicles
<b>Date:</b>	September 16, 2019
<b>Author (email &amp; phone):</b>	Micaela Martinez mmartinez@spokanecity.org 625-7823
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons
<b>Committee(s) Impacted:</b>	Finance, Administration and Sustainable Resources Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
<b>Strategic Initiative:</b>	Innovative Infrastructure: Maintaining our fleet of support equipment
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	
<u>Background/History:</u>	
<p>Fleet Services would like to contract with Racom Corporation for the installation of radio and electrical equipment in vehicles. An Informal Request for Proposal (IRFP #5153-20) was sent out on August 15, 2019 to over 50 companies. One proposal was received. The term of the contract would be for one year, with four one-year renewal options. The yearly contract amount would be \$150,000.00.</p>	
<u>Executive Summary:</u>	
<u>Impact</u>	
<ul style="list-style-type: none"> <li>The Installation of Radio and Electrical Equipment in Vehicles contract will provide timely commissioning of city vehicles.</li> </ul>	
<u>Action</u>	
<ul style="list-style-type: none"> <li>Recommend approval of a contract for Installation of Radio and Electrical Equipment in Vehicles.</li> </ul>	
<u>Funding</u>	
<ul style="list-style-type: none"> <li>Funding for this contract is in the Fleet department's budget.</li> </ul>	
<u>Budget Impact:</u>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<u>Operations Impact:</u>	
Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	



**City of Spokane**  
**PURCHASED SERVICE CONTRACT**  
**Title: INSTALLATION OF RADIO & ELECTRICAL EQUIPMENT IN VEHICLES**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **RACOM CRITICAL COMMUNICATIONS**, whose address is 16610 East Sprague Avenue, Spokane Valley, Washington 99037 as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

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

The Company will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled **INSTALLATION OF RADIO & ELECTRICAL EQUIPMENT IN VEHICLES**, selected via RFP 5153-20, and in accordance with Racom's Proposal dated September 4, 2019, which is attached as Exhibit A. In the event of a conflict or discrepancy in the Contract documents, this City Purchases Service Contract controls.

**2. TERM OF CONTRACT.**

The term of this Contract begins on October 1, 2019, and shall run through October 1, 2020, unless amended by written agreement or terminated earlier under the provisions. This Contract may be renewed by written agreement of the parties not to exceed four (4) additional one year contract periods with total contract period not to exceed five (5) years.

**3. TERMINATION.**

Either party may terminate this Contract, 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.

**4. COMPENSATION / PAYMENT.**

Total compensation for Company's services under this Contract shall not exceed **ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00)**, unless modified by a written amendment to this Contract. 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.



## 5. INSURANCE.

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

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

B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under this Contract;

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

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

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

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

## 6. 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 Contract, 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 Contract.

#### **7. 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 Contract. 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 Contract shall be included in the project budgets.

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

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Company shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 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.

#### **9. 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 Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Company agrees to comply with, and to require that all subcontractors comply with, 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.

#### **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 Contract. 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 Contract, the federal law shall prevail.

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

The Company shall not assign or subcontract its obligations under this Contract 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 Contract, 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 Contract, whether before or after City consent, assignment or subcontract.

### 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 Contract are performed.

### 14. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

Original documents, drawings, designs, reports, or any other records developed or created under this Contract 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 Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Contract.

### 16. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** This Contract may be modified by the City in writing when necessary, and no modification or Amendment of this Contract 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 Contract 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 Contract 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 Contract:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire Contract between the City and the Company. If conflict occurs between Contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Contract 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 Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Contract.

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 by having legally-binding representatives affix their signatures below.

**RACOM CRITICAL COMMUNICATIONS**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

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

Exhibit A – Racom’s Proposal dated September 4, 2019  
Certification Regarding Debarment

**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)



**RACOM**  
critical communications

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September 4, 2019

Letter of Submittal –

RACOM Corporation would like to officially notify the City of Spokane that it wishes to submit a proposal for the work defined in RFP 5153-20.

RACOM is a radio communications and emergency vehicle upfit company located in the Spokane Valley. RACOM is a Washington State Corporation, Info as listed below;

RACOM Corporation  
16610 E. Sprague Ave.  
Spokane Valley, WA 99037  
(509) 928-0322 Office  
(509) 928-5582 Fax

Primary Contact:  
Steve McLaughlin, General Manager, Spokane Operations  
(208) 660-4056 Cell  
[steve.mclaughlin@racom.net](mailto:steve.mclaughlin@racom.net)

RACOM employs no current or previously employed City of Spokane employees.

RACOM acknowledges and confirms it will comply with all terms and conditions set forth in this Informal Request for Proposals.

Steve McLaughlin, General Manager, RACOM Corp, Spokane



September 4, 2019

Technical Proposal –

## OVERVIEW -

RACOM Corporation is a full service two way radio communications company and emergency vehicle upfitter located in the Spokane Valley. In November of 2018, RACOM purchased Industrial Communications, a company providing the same products and services as RACOM. This acquisition has been a valued change and has afforded us an opportunity to grow as a company with a better presence in the Inland Northwest. RACOM is based out of Marshalltown, Iowa and has 14 locations throughout the Midwest and now in the Spokane Valley. RACOM pursued the purchase of Industrial Communications due to a large project with the State of Washington, installing a new statewide radio system for Washington State Department of Transportation. This contract required RACOM to have a presence in Washington State and so they began the process of evaluating companies in the state that best fit their model, vision and customer base. RACOM and Industrial Communications came to an agreement and the Spokane location began operating as RACOM on November 13<sup>th</sup>, 2018. All of the same staff was retained, a staff of 20 employees are in the Spokane Office and are led by Steve McLaughlin in the role of General Manager.

RACOM offers vast knowledge and experience in the two-way radio field market, we have several RF engineers on staff as well as several highly experienced field technicians. We are also an authorized radio installer for SRECS (Spokane Regional Emergency Communications System), allowing us to install the Motorola mobile radios that the Spokane Police Department uses in their vehicles.

RACOM has also become the largest emergency vehicle upfitter in the region. Having the ability to provide equipment, installation and service, along with our radio installation and troubleshooting knowledge, allows for RACOM to provide a turn key emergency vehicle. RACOM is a distributor for all major brands of emergency vehicle equipment, specifically equipment already in use by the Spokane Police Department.

RACOM is in the process of building a new 11,000 Square foot facility at the same Spokane Valley address. This new facility will allow RACOM the space to build and service more vehicles at a given time. We are always looking for and hiring quality individuals to perform the installation work, and currently have five dedicated technicians working in the vehicle division.



## PROJECT APPROACH AND METHODOLOGY –

The scope of work surrounding the needs of the city with regard to the Police Fleet will be ever changing. Providing a quality service to the city is of the highest priority to RACOM. I believe we understand the needs of the city better than any other company in the region, for many reasons. We currently take care of several large fleets, both government and private sector. Whether it be radio communications, or emergency vehicle equipment. We have a dedicated team, that day in and day out, works on emergency vehicles. We understand that these vehicles are of no use to anyone, if they are not in service. We hold a high expectation of our technicians and expect only the best work be put into these vehicles. A very personal interest is invested in every car we build, as a long time reserve police officer, Steve McLaughlin has a vast knowledge in police vehicles, what works, and what does not, and what will keep the officer safe and on the road. Steve works very closely with all of the technicians to convey these needs and to oversee the quality of workmanship.

RACOM wants to make the process of out sourcing it's police fleet as seamless and painless as possible. We are committed to working closely with the city to determine how they want the work completed, accommodate any special requests that may arise and work as a team to insure the police vehicles are setup and deployed the way they are needed. Once points of contact are established with the city fleet employees and RACOM employees, we will insure those people are always kept in the loop, communication is key to this relationship being successful.

We want to ensure that logistics are not an issue. Our office is 13.6 miles from the Fleet Services Building in Spokane. We expect that pickup and drop off of police vehicles will be done by RACOM staff. Pickup and drop off of parts needed for installation will also be done by RACOM staff. We will work to accommodate any of site work that may be needed by the city, as agreed upon. RACOM is fully insured and covered to operate customer vehicles on or off of our property.

Documentation is important to us. With the variety of vehicles we build, every customer wants something different. We take extensive photos of each build, throughout the process to capture landmarks during the process. This gives us reference points on future builds and helps insure streamlined installations, keeping all of the builds consistent.



## WORK PLAN –

Work we invasion performing for the city would involve installation of radio communication equipment and emergency warning and police vehicle equipment. We are well versed in the equipment used in these applications, including, but not limited to;

Light bar installations, interior and exterior  
Perimeter lighting, grill lights, mirror lights, head and tail lamp lights, head lamp flashers, interior window lights, traffic advisor bars, hatch and spoiler lighting etc.

Siren and lighting control systems, Dash mount, Remote Head, Hand held control head. Specific placement of siren speakers, or auxiliary siren systems. Stand alone siren amplifiers and stand alone switching controls.

Installation of Push bumpers, head light guards, pit bars, winches, etc

Installation of prisoner containment equipment including front and rear partitions, window barriers, transport seats.

Installation of storage systems in rear cargo area.

Installation of weapon mounts in various locations per customer specification.

Installation of computer docks, cradles and associated mounting hardware.

Installation of K9 containment systems.

Installation of two way radio, to include, installation of the radio RF deck, control cabling, control head, associated power, ground and ignition cables. Install coax, RF connectors and antennas. We tune and test each vehicle antenna with the aid of a service monitor/spectrum analyzer, allowing us to tune the antenna much more precisely than that of a watt meter (commonly used). We are able to troubleshoot radio issues, testing transmit (TX) power, receive (RX) sensitivity, and potential microphone issues. Testing this before deployment of the vehicle helps to slow the process of putting the vehicle into service.

We are well versed with the equipment currently used by the city, Whelen lighting and siren systems and Federal Signal lighting and siren systems, Setina Manufacturing ect. We are distributors of this equipment as well as many others ie; Whelen Engineering, Federal Signal, Code 3 PSE, Sound Off Signal, Setina Mfg, Pro-gard, 911 Circuits, AEDEC, Laguna, Havis, Gamber Johnson, Jotto Desk, American Aluminum Products, OpsBox,



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Kenwood/EF Johnson, L3 Harris, Tait, BK Technologies, Laird, Larsen, PC Tel, Sti-co and many others.

## PROJECT MANAGEMENT/TEAM STRUCTURE –

### Primary Contact –

Steve McLaughlin, GM

Will have primary responsibility and will have final authority over work performed.

Brandon Grimmatt, Vehicle Installation Manager

Oversees the day to day operations of the install shop, oversees each project on a daily basis, assists technicians with equipment needs, parts, warranty items etc. Reports directly to Steve McLaughlin

### Installation Technicians –

Primary Technician for city project, Cameron Horn, 3 years of experience with emergency vehicle installations, 10 plus in general automotive knowledge.

### Additional Technicians Available;

Todd Ginter 20+ years in industry

Paul Fleming 6+ years

Ryan Stetson 10+ years

Mike Grimmatt 2+ years

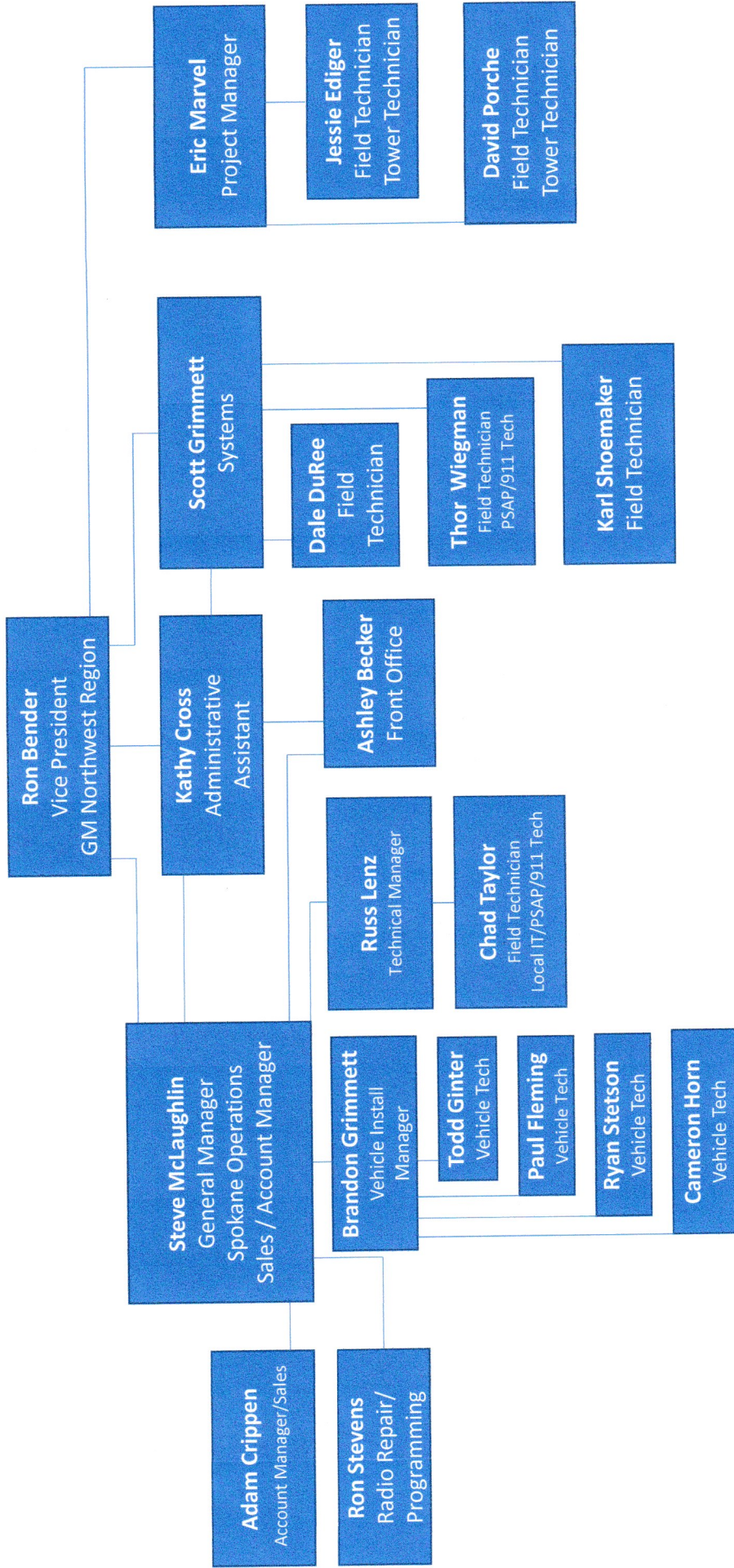
Josh Crippen 1 year

All technicians report directly to Brandon Grimmatt or in his absence, Steve McLaughlin.

All builds require internal documentation and forms to be filled out. We check each vehicle as it comes into the shop against a checklist of items which helps safeguard the customer and the installer. Notes are taken and documented as needed and each job sheet is filed away for future reference.

Please see attached Organization Chart -





OPERATIONS/INTERNAL CONTROLS/CUSTOMER SERVICE –

RACOM's normal business hours are Monday through Friday 8AM to 5PM PST. RACOM does operate a 24/7/365 Network Operations Center in house, located in Marshalltown, IA. After 5PM, all phones are forwarded to the NOC to be answered by an actual employee of RACOM. Once they determine the issue, they will contact the appropriate individual within RACOM in Spokane to handle the issue. We understand that public safety is not a 9 to 5 operation, and personal contact info will be provided to the city point of contact as needed for individuals deemed necessary on the project. Steve McLaughlin may be reached by cell phone or email whenever necessary.

All work performed will be inspected by the department manager or above. Generally, this will be done by Brandon Grimmett, or in his absence, Steve McLaughlin. Once a new build is completed, each car will be washed and all glass will be wiped down for final delivery to customer. A sticker will be placed inside the driver's door of each vehicle, which will indicate the technician who performed the installation and the date of completion.

Warranty –

RACOM warranties the workmanship of every vehicle we build for the patrol life of the vehicle. While equipment failures do occur, we will work with the customer to repair, or replace the equipment at a time and materials rate. We are happy to handle the warranty exchange of the product for the customer. Our goal is to keep the vehicle on the road and in service. We will do what ever we can to expedite that process. We want to work closely with the city employees that are responsible for these requests and will insure both parties, customer and vendor are take care of appropriately.

\*Patrol life is described as, the term of which the vehicle is used for normal patrol duty. Once the vehicle is moved to special detail or auxiliary use (detectives, cops, etc.), the warranty period ends. All terms of this are negotiable with the city as long as agreed upon by both parties.

Any questions, concerns, or compliments should be directed to Steve McLaughlin.

RACOM has been in the vehicle upfitting business for approximately ten years. We have staff working in this division with 20+ years of experience working with emergency vehicles.



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## REFERENCES –

Spokane Fire Department  
44 W. Riverside Ave. Spokane, WA 99201  
Chief Brian Schaeffer  
(509) 625-7000 Office  
(509) 435-7001 Cell  
[bschaeffer@spokanecity.org](mailto:bschaeffer@spokanecity.org)

RACOM/Industrial Communications has been working with the Spokane Fire Department since 2012, performing work on their fire support vehicles, engines and fire stations.

Liberty Lake Police Department  
23127 E Mission Ave, Liberty Lake, WA 99019  
Chief Brian Asmus  
(509) 755-1140 Office  
(509) 998-3732 Cell  
[basmus@libertylakewa.gov](mailto:basmus@libertylakewa.gov)

RACOM/Industrial Communications has been working with the Liberty Lake Police Department since 2014, performing work on their vehicle fleet.

Colville Tribe Police Department  
28 Okanogan Street, Nespelam, WA 99155  
Admin Support Sharlene Zacherley  
509-634-2468 Office  
[Sharlene.Zacherle.law@colvilletribes.com](mailto:Sharlene.Zacherle.law@colvilletribes.com)

RACOM/Industrial Communications has been working with the tribe since 2011, performing work on their fleet and radio communication system.

Post Falls Police Department  
1717 E. Polston Ave. Post Falls, ID 83854  
Fleet Manager, Richard Clark  
(208) 660-6590 Cell  
[rclark@postfallsidaho.org](mailto:rclark@postfallsidaho.org)

RACOM/Industrial Communications has been working with the Post Falls Police Department since 2016, performing work on their fleet.





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COST PROPOSAL –

\*PLEASE SEE ATTACHED QUOTE FORM\*

Cost provided is a per hour rate.





16610 E Sprague Ave  
Spokane Valley, WA 99037

Phone # (509) 928-0322  
Fax # (509) 928-5583  
E-Mail sales@twoway.net

# Estimate

Date	Quote #
9/4/2019	6268

Name / Address
Spokane City Fleet Services 1410 N. Normandie Spokane WA 99201

Sales Rep
STEVE

Item	Description	Qty	Price	Total
	Spokane Fleet Services, Police Vehicle Rates -			
	Installation Labor Rate -			
SPD LABOR RATE	Labor rate for Spokane Police Vehicle work, per hour	1	85.00	85.00T
Misc Emer Vehicle Install P...	Misc Fleet Installation Parts: Including wire, connectors, tie wrap, loom, and mounting hardware, 10% of total labor bill. Example:85.00 x 10 hrs, 85.00 misc install parts fee	1	8.50	8.50T
TRAVEL-1 VEHICLE	TRAVEL, Vehicle Work, One Technician (rate to pickup and drop of vehicles, or to travel to city garage to perform work. Estimated that it is 30 mins each way, 1 hour total per occurrence.	1	80.00	80.00T

There will be a 3% convenience fee added to the total for using a credit/debit card as payment method.

**Subtotal** \$173.50

Quote valid for 60 days from date. Please contact our sales team or your account manager if you have any questions.

**Sales Tax (8.9%)** \$15.44

**THANK YOU FOR YOUR BUSINESS**

**Total** \$188.94

**Bid Response Summary**

**Bid Number** RFP 5153-20  
**Bid Title** Installation of Radio & Electrical Equipment in Vehicles  
**Due Date** Wednesday, September 4, 2019 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]  
**Bid Status** Closed to Bidding  
**Company** steve.mclaughlin@racom.net  
**Submitted By** Steve McLaughlin - Wednesday, September 4, 2019 12:40:17 PM [(UTC-08:00) Pacific Time (US & Canada)]  
**Comments**

**Question Responses**

Reference Number	Question	Response
1. Background and Purpose	The City of Spokane, through its Fleet Services Department (hereinafter "City") is initiating this Informal Request for Proposals (IRFP) to solicit Proposals from companies interested in providing installation of radios, consoles, emergency lighting, sirens and specialty electrical and electronic equipment and related power supply systems on Emergency Vehicles. Through this IRFP, the City intends to select one or more companies to provide installation services of equipment on vehicles. Final terms of the contract, fees and operating requirements will be determined through the contract negotiation process.	I Acknowledge
2. Minimum Qualifications	Equipment will be supplied by the City of Spokane Fleet Services. Company must be familiar with the installation of Whelen WeCan components and controllers. Company must be experienced in the installation of visible and audible warning systems on Emergency Vehicles and knowledgeable in State and Federal guidelines and requirements pertaining to Emergency Vehicle Visibility and Conspicuity. Work must be complete within two (2) weeks from the delivery of the vehicle to Company. The Firm must be licensed to do business in the State of Washington and secure a City of Spokane business license.	I Acknowledge
3. Period of Performance	Subject to the terms of the contract, the period of performance of any contract resulting from this IRFP is tentatively scheduled to begin on or about October 14, 2019 and to end October 14, 2020. Contract renewals or extensions shall be initiated at the discretion of the City and subject to mutual agreement. The contract may be extended for four (4) additional one-year contract periods with the total contract period not to exceed three (5) years.	I Acknowledge
4. Definitions	Definitions for the purposes of this IRFP include:	I Acknowledge
4a. City	The City of Spokane, a Washington State municipal corporation, the agency issuing this IRFP.	I Acknowledge
4b. Firm or Company	Individual or company whose Proposal has been accepted by the City and is awarded a fully executed, written contract.	I Acknowledge
4c. Proposal	A formal offer submitted in response to this solicitation.	I Acknowledge
4d. Proposer	Individual or Firm submitting a Proposal in order to attain a contract with the City.	I Acknowledge
4e. Informal Request for Proposals (IRFP)	Informal procurement document in which a service or need is identified but no specific method to achieve it has been chosen.	I Acknowledge
5. Addenda	It is the responsibility of the Proposer to check the City of Spokane's online procurement system at <a href="https://spokane.ProcureWare.com">https://spokane.ProcureWare.com</a> for Addenda and any other additional information that may be posted regarding this Informal Request for Proposal.	I Acknowledge



6. Contracting With Current or Former City Employees	Specific restrictions apply to contracting with current or former City officers and employees pursuant to the Code of Ethics in chapter 1.04 of the Spokane Municipal Code. Proposers should familiarize themselves with the requirements prior to submitting a Proposal that includes current or former City officers or employees.	I Acknowledge
1. Scope of Services	The City of Spokane, through the Fleet Services Department (hereinafter "City") is initiating this Informal Request for Proposals (IRFP) to solicit Proposals from companies interested in providing installation of radios, consoles, emergency lighting, sirens, specialty electrical, electronic equipment, vehicle equipment, and related power supply systems on Vehicles. Company must be located within 50 miles of the City of Spokane Fleet Services Department, 915 N Nelson St. Spokane, WA 99202.	I Acknowledge
1. Communications Regarding IRFP	Please submit ALL questions through the "Clarifications: tab in the ProcureWare system. Any other communications will be considered unofficial and non-binding on the City. Firms are to rely on written statements issued by the City of Spokane. Communication directed to parties other than through the ProcureWare system may result in disqualification of the Firm.	I Acknowledge
2. Estimated Schedule of Procurement Activities	The City reserves the right to revise the above schedule.	I Acknowledge
2a. Issue Informal Request for Proposals	August 15, 2019	I Acknowledge
2b. Question and Answer Period	August 15-28, 2019	I Acknowledge
2c. Last Date for IRFP Questions Requiring an Addendum	August 28, 2019	I Acknowledge
2d. Proposals Due	September 4, 2019	I Acknowledge
2e. Evaluate Proposals	September 9, 2019	I Acknowledge
2f. Negotiate Contract	September 11, 2019	I Acknowledge
2g. City Council Approval of Contract	October 7, 2019	I Acknowledge
2h. Begin Contract Work	October 14, 2019	I Acknowledge
3. Submission of Proposals	Proposals shall be submitted using ProcureWare. Any questions need to be submitted using the Clarifications Tab.	I Acknowledge
3a. Submission of Proposals	Proposals shall be submitted electronically through the City of Spokane's bidding portal: <a href="https://spokane.ProcureWare.com">https://spokane.ProcureWare.com</a> on or before the Due Date and time mentioned above. Hard, emailed, or faxed copies and/or late bids will not be accepted.	I Acknowledge
3b. Due Date	It is the responsibility of the Proposer to be sure its Proposal is submitted on time. Proposal is due September 4, 2019, no later than 1:00 p.m.	I Acknowledge

4. Proprietary Information/Public Disclosure	Materials submitted in response to this competitive procurement shall become the property of the City. All received Proposals shall remain confidential until the award of contract recommendation has been filed with the applicable Council Committee or the City Clerk for City Council action. Thereafter, the Proposals shall be deemed public records as defined in RCW 42.56, "Public Records." Any information in the Proposal that the Proposer desires to claim as proprietary and thus exempt from disclosure under the provisions of existing state law, shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on it. Marking the entire Proposal exempt from disclosure will not be honored. The City will consider a Proposer's request for exemption from disclosure; however, the City will make a decision predicated upon state law and regulations. If any information is marked as proprietary in the Proposal, it will not be made available until the affected Proposer has been given an opportunity to seek a court injunction against the requested disclosure. All requests for information must be directed through ProcureWare using the Clarifications Tab.	I Acknowledge
5. Revisions to the IRFP	In the event it becomes necessary to revise any part of this IRFP or provide any other pertinent information, it shall be posted as an addendum. Proposers will receive notification of the Addenda through ProcureWare. The City also reserves the right to cancel or reissue the IRFP in whole or in part, prior to final award of a contract.	I Acknowledge
6. Minority & Women Owned Business Participation	The City encourages participation in all of its contracts by Firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). Proposers may contact OMWBE at (360)753-9693 to obtain information on certified Firms.	I Acknowledge
7. Acceptance Period	Proposals shall remain in effect for sixty (60) days for acceptance by the City from the due date for receipt of Proposals.	I Acknowledge
8. Responsiveness	The Proposer is specifically notified that failure to comply with any part of the IRFP may result in rejection of its Proposal as non-responsive. The City also reserves the right, however, at its sole discretion to waive minor administrative irregularities.	I Acknowledge
9. Most Favorable Terms	The City reserves the right to make an award without further discussion of the Proposal submitted. Therefore, the Proposal should be submitted initially with the most favorable terms that can be proposed. There will be no best and final offer procedure. The City reserves the right to contact a Proposer for clarification of its Proposal. The Proposer should be prepared to accept this IRFP for incorporation into a contract resulting from this IRFP. Contract negotiations may incorporate some or all of the Proposal.	I Acknowledge
10. Costs to Propose	The City will not be liable for any costs incurred by the Proposer in preparation of a Proposal submitted in response to this IRFP, in conduct of a presentation, or any other activities related to responding to this IRFP.	I Acknowledge
11. No Obligation to Contract	This IRFP does not obligate the City to contract for services specified herein.	I Acknowledge
12. Rejection of Proposals	The City reserves the right at its sole discretion to reject any and all Proposals received without penalty and to not issue a contract as a result of this IRFP.	I Acknowledge

<p>13. Interlocal Purchase Agreements</p>	<p>The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to RCW chapter 39.34. In submitting a response, the Proposer agrees to provide its services to other public agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the Firm’s review and approval at the time of a requested contract. The Firm’s right to refuse to enter into a contract with another public agency at the time of request shall be absolute.</p>	<p>I Acknowledge</p>
<p>1. Preparation of Proposal</p>	<p>The major sections of the Proposal are to be submitted in the order noted: 1. Letter of Submittal; 2. Technical Proposal; 3. Management Proposal; 4. Cost Proposal. Proposals shall provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the Proposal, but should assist the Proposer in preparing a thorough response. Proposals shall not exceed twenty (20) pages.</p>	<p>I Acknowledge</p>
<p>2. Letter of Submittal</p>	<p>The Letter of Submittal shall be signed and dated by a person authorized to legally bind the Firm to a contractual relationship, e.g., the president or executive director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Submittal is to include the following information about the Firm and any proposed subcontractors: 1. Name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity or individual with whom contract would be written; 2. Legal status of the Firm (sole proprietorship, partnership, corporation, etc.); 3. Location of the facility from which the Firm would operate; 4. Identify any current or former City employees employed by or on the Firm’s governing board as of the date of the Proposal or during the previous twelve (12) months; and 5. Acknowledgement that the Firm will comply with all terms and conditions set forth in the Informal Request for Proposals, unless otherwise agreed by the City.</p>	<p>I Acknowledge</p>
<p>3. Technical Proposal</p>	<p>The Technical Proposal shall contain a comprehensive description of services including the following elements: 1. PROJECT APPROACH AND METHODOLOGY - Include a complete description of the Company’s proposed approach and methodology for the project. 2. WORK PLAN – Include all project requirements and the proposed tasks, services, activities, etc. necessary to accomplish the scope of the project. Convey sufficient detail to show the Company’s knowledge of the subjects and skills necessary to successfully complete the project. Include what type of Quality Controls are built into your processes. Include any required involvement of City staff. The Company may also present any creative approaches that might be appropriate and may provide any pertinent supporting documentation. 3. Project Management: 3a. PROJECT TEAM STRUCTURE / INTERNAL CONTROLS - Provide a description of the proposed project team structure. Include who within the firm will have prime responsibility and final authority for the work. 3b. STAFF QUALIFICATIONS / EXPERIENCE – Identify staff who will be assigned to the potential contract, indicating their responsibilities and qualifications, and include the amount of time each will be assigned to the project. The Company shall commit that staff identified in its Proposal will actually perform the assigned work.</p>	<p>I Acknowledge</p>
<p>4. Management Proposal</p>	<p>1. Program Management 2. Experience of the Firm 3. References</p>	<p>I Acknowledge</p>

4a. Program Management	<p>1. PROJECT TEAM STRUCTURE – Provide a description of the proposed project team structure controls to be used during the course of the project, including any subcontractors. Provide an organizational chart of the Firm indicating lines of authority for personnel involved in performance of this potential contract and relationships of this staff to other programs or functions of the Firm. This chart must also show lines of authority to the next senior level of management. Include who within the Firm will have prime responsibility and final authority for the day to day management of the services being provided. Identify staff, including subcontractors, who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel, and include the amount of time each has worked for the firm or within the industry.</p> <p>2. OPERATIONS / INTERNAL CONTROLS / CUSTOMER SERVICE – Discuss the Firm’s regular operating procedures. Discuss the Firm’s internal controls, quality controls related to the services that will be provided. Discuss the Firm’s customer service procedures and staff resources related to addressing customer complaints regarding operational problems with the Firm’s services being provided. Identify the firm’s approach and staff resources dedicated to responding to and addressing complaints from the City on services being provided.</p>	I Acknowledge
4b. Experience of the Firm	Indicate the Firms experience in the area of the proposed contract work.	I Acknowledge
4c. References	List names, addresses, telephone numbers, and e-mail addresses of three (3) Public Municipality references for whom work has been accomplished and briefly describe the type of service provided. The Company shall grant permission to the City to contact the references. Do not include current City staff as references. The City may evaluate references at the City’s discretion.	I Acknowledge
5. Cost Proposal	The fee shall include all costs required to perform the services necessary to accomplish the objectives of the contract. Identify all costs including expenses to be charged for performing the services. List staff costs and any expenses necessary to accomplish the tasks and produce the deliverables under the contract. Companies are required to collect and pay Washington state sales tax, if applicable.	I Acknowledge
1. Evaluation Procedure	Responsive Proposals will be evaluated in accordance with the requirements stated in this solicitation and any addenda issued. Evaluation of Proposals shall be accomplished by an evaluation team, to be designated by the City, which will determine the ranking of the Proposals. An oral presentation is not anticipated, however, the City, at its sole discretion, may elect to select the top-scoring Firms as finalists for an oral presentation. The IRFP Coordinator may contact the Firm for clarification of any portion of the Firm’s Proposal.	I Acknowledge
2. Evaluation Weighting and Scoring	The following weighting and points will be assigned to the Proposal for evaluation purposes:	I Acknowledge
2a. Technical Proposal-120 Max Points	Project Approach/Methodology: 40 points; Work Plan: 40 points; Project Management: Project Team Structure 20 points and Staff Qualifications 20 points.	I Acknowledge
2b. Management Proposal	Program Management: Project Team Structure 15 points and Operations/Customer Service 15 points; Experience of the Firm: 25 points; References: 10 points.	I Acknowledge
2c. Cost Proposal	Cost Proposal: 15 points.	I Acknowledge

3. Oral Presentations May Be Required	Written submittals and oral presentations, if considered necessary, will be utilized in selecting the winning Proposal. The City, at its sole discretion, may elect to select the top scoring finalists from the written evaluation for an oral presentation and final determination of contract award. Should the City elect to hold oral presentations, it will contact the top-scoring Firm(s) to schedule a date, time and location. Commitments made by the Firm at the oral interview, if any, will be considered binding.	I Acknowledge
4. Award of Contract	This IRFP does not obligate the City to award a contract. The City of Spokane reserves the option of awarding this contract in any manner most advantageous for the City. More than one contract may be awarded. Award of contract, when made, will be to the proposer whose Proposal is the most favorable to the City, taking into consideration the evaluation factors. The City Council shall make the award of contract or purchase.	I Acknowledge
5. Debriefing of Unsuccessful Proposers	Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. Discussion will be limited to a critique of the requesting Firm's Proposal. Comparisons between Proposals or evaluations of the other Proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone.	I Acknowledge
1. Contract Terms	Contract terms are as follows:	I Acknowledge
1a. Business Registration Requirement	Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid business registration. The Firm shall be responsible for contacting the State of Washington Business License Services at <a href="http://bls.dor.wa.gov">http://bls.dor.wa.gov</a> or 1-800-451-7985 to obtain a business registration. If the Firm does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.	I Acknowledge
1b. 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.	I Acknowledge
1c. Disputes	This contract shall be performed under the laws of Washington State. Any litigation to enforce this contract or any of its provisions shall be brought in Spokane County, Washington.	I Acknowledge
1d. 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, 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.	I Acknowledge
1e. Assignments	The provisions or monies due under the contract shall be assignable only with the prior consent of Purchasing.	I Acknowledge
1f. Non-Exclusive	This contract is non-exclusive.	I Acknowledge
1g. Termination	Either party may terminate this contract by 60 days written notice to the other party.	I Acknowledge

<p>1h. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion</p>	<p>A Certification form will accompany the contract to be signed confirming that, to the best of its knowledge and belief, Firm and its principals; A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; B. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; C. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; 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.</p>	<p>I Acknowledge</p>
<p>1i. Liability</p>	<p>The Firm shall indemnify, defend and hold harmless the City, its officers and employees from all claims, demands, or suits in law or equity arising from the Firm's negligence or breach or its obligations under the contract. The Firm's duty to indemnify shall not apply to liability caused by the sole negligence of the City, its officers and employees. The Firm's duty to indemnify for liability arising from the concurrent negligence of the City, its officers and employees and the Firm, its officers and employees shall apply only to the extent of the negligence of the Firm, its officers and employees. The Firm's duty to indemnify shall survive termination or expiration of the contract. The Firm waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance.</p>	<p>I Acknowledge</p>
<p>1j. Insurance Coverage</p>	<p>During the term of the contract, the Firm shall maintain in force at its own expense, each insurance coverage noted below: A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers; and B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Firm's services to be provided under this contract; 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.</p>	<p>I Acknowledge</p>

1j. Insurance Coverage	<p>There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Firm or its insurer(s) to the City. As evidence of the insurance coverages required by this contract, the Firm shall furnish acceptable insurance certificates to the City at the time it returns the signed contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided. The Firm shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance. During the term of the contract, the Firm shall maintain in force at its own expense, each insurance coverage noted below: A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers; and B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Firm's services to be provided under this contract; 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.</p>	I Acknowledge
1. Proposal Submittal	Please use this line to submit your Proposal. All your submittal documents must be combined into one PDF document before uploading.	SCN_0024.pdf
1. Pre-Bid Meeting	A Pre-Bid meeting has been set up for Wednesday, August 21, 2019 , from 1:00pm to 3:00pm. The location of the meeting is Fleet Services, 915 N Nelson St., Spokane, WA 99202.	I Acknowledge



**Agenda Sheet for City Council Meeting of:**  
10/21/2019

<u>Date Rec'd</u>	10/2/2019
<u>Clerk's File #</u>	OPR 2019-0886
<u>Renews #</u>	

Submitting Dept	SOLID WASTE DISPOSAL	Cross Ref #	
Contact Name/Phone	CHRIS AVERYT 625-6878	Project #	
Contact E-Mail	CAVERYT@SPOKANECITY.ORG	Bid #	PW ITB 5160-19
Agenda Item Type	Contract Item	Requisition #	CR 21050
Agenda Item Name	4490-REPLACEMENT OF WET SCRUBBER DUCTING AND HOOD AT WTE		

Agenda Wording

Contract with Knight Const. & Supply, Inc., Deer Park, WA for the replacement of the wet scrubber ducting and hood at the WTE. Contract from November 4, 2019 through April 4, 2020 for a total cost not to exceed \$175,000.00 including taxes.

Summary (Background)

The wet scrubber system is used at the WTE to collect fugitive ash & dust. This collection helps reduce ash deposition on the building structure & nearby equipment, helping preserve the structural integrity & operation. After 28 years of operation, sections of ducting associated with this system have begun to deteriorate, requiring replacement. PW ITB 5160-19 was issued for this project and closed to bidding on September 27, 2019. Knight Const. & Supply, Inc. was the only respondent.

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

Expense	\$ 175,000.00	# 4490-44900-94000-56203
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	CONKLIN, CHUCK	<u>Study Session</u>	UE 10/14/19
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	
<u>Finance</u>	ALBIN-MOORE, ANGELA	Distribution List	
<u>Legal</u>	DALTON, PAT	mdorgan@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	jsalstrom@spokanecity.org	
<u>Additional Approvals</u>		tprince@spokanecity.org	
<u>Purchasing</u>	PRINCE, THEA	rrinderle@spokanecity.org	



## Briefing Paper

### Public Infrastructure, Environment and Sustainability Committee

<b>Division &amp; Department:</b>	Public Works Division; Solid Waste Disposal
<b>Subject:</b>	Replacement of Wet Scrubber Ducting and Hood at the WTE
<b>Date:</b>	October 14, 2019
<b>Contact (email &amp; phone):</b>	Chris Averyt, <a href="mailto:caveryt@spokanecity.org">caveryt@spokanecity.org</a> , 625-6540
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons, Director, Public Works
<b>Committee(s) Impacted:</b>	Urban Experience/Public Infrastructure, Environment and Sustainability Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	Innovative Infrastructure-Sustainability of the WTE Operations
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Council approval of the contract to replace the wet scrubber ducting and hood in order to continue uninterrupted operations.
<b>Background/History:</b>	
<p>The wet scrubber system is used at the Waste to Energy Facility to collect fugitive ash &amp; dust as the ash is transported along the transport conveyor. This collection helps reduce ash deposition on the building structure &amp; nearby equipment, helping preserve the structural integrity &amp; operation. After 28 years of operation, sections of ducting associated with this system have begun to deteriorate, requiring replacement.</p> <p>PW ITB 5160-19 was issued to replace this equipment and on September 30, 2019, Knight Const. &amp; Supply, Inc. of Deer Park, WA was the only response received. The contract will span from November 4, 2019 through April 4, 2020 with an anticipated cost not to exceed \$175,000.00 including taxes.</p>	
<b>Executive Summary:</b>	
<ul style="list-style-type: none"> <li>• Replacement of wet scrubber ducting and hood at the WTE Facility.</li> <li>• Current equipment has deteriorated beyond repair.</li> <li>• PW ITB 5160-19 was issued for this project and Knight Const. &amp; Supply, Inc. was the only respondent.</li> <li>• The contract will run from November 4, 2019 through April 4, 2020 with an anticipated cost not to exceed \$175,000.00 including taxes.</li> </ul>	
<b>Budget Impact:</b>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b>	
Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	



**City of Spokane**  
**PUBLIC WORKS CONTRACT**  
Title: **REPLACEMENT OF WET SCRUBBER  
DUCTING AND HOOD**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **KNIGHT CONSTRUCTION & SUPPLY, INC.**, whose address is 2601 East 6<sup>th</sup> Street, Deer Park, Washington 99006 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 specifications entitled **DEMOLITION AND REMOVAL OF CURRENT WET SCRUBBER DUCTING AND HOOD, AND FABRICATION AND INSTALLATION OF NEW WET SCRUBBER DUCTING AND HOOD.**
2. **CONTRACT DOCUMENTS.** The contract documents are this Contract, the Contractor’s completed bid proposal form, the contract provisions, contract plans, standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any). These contract documents are on file in the Solid Waste Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, federal and state requirements supersede this Contract, and this Contract supersedes the other contract documents.
3. **TERM.** The term of this Contract begins on November 4, 2019, and ends on April 4, 2020 unless amended by written agreement or terminated earlier under the provisions.
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.** Total compensation for Contractor’s services under this Contract shall be a maximum amount not to exceed **ONE HUNDRED SEVENTY FIVE THOUSAND AND NO/100 DOLLARS (\$175,000.00)**, not including applicable taxes, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the

work described in Section 1 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

7. PAYMENT. The Contractor will send its applications for payment to the Spokane Solid Waste Disposal, Administration Office, 2900 South Geiger Blvd, Spokane, Washington 99224. All invoices should include the Department Contract No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

8. 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.

9. 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.

10. 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. 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.

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

12. 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.

13. 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.

14. 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.

15. SUBCONTRACTOR RESPONSIBILITY.

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

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

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:
  - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
  - b. A Washington Employment Security Department number, as required in Title 50 RCW;

- c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
  - d. An electrical contractor license, if required by Chapter 19.28 RCW;
  - e. An elevator contractor license, if required by Chapter 70.87 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

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

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

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

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

22. 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.

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

24. 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.

25. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

26. 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.

27. 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.

28. 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.

29. 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.

**KNIGHT CONSTRUCTION & SUPPLY, 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



**PAYMENT BOND**

We, KNIGHT CONSTRUCTION & SUPPLY, INC., as principal, and \_\_\_\_\_, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **ONE HUNDRED SEVENTY FIVE THOUSAND AND NO/100 DOLLARS (\$175,000.00)** not including applicable taxes, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **DEMOLITION AND REMOVAL OF CURRENT WET SCRUBBER DUCTING AND HOOD, AND FABRICATION AND INSTALLATION OF NEW WET SCRUBBER DUCTING AND HOOD**. 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 \_\_\_\_\_.

**KNIGHT CONSTRUCTION & SUPPLY, INC.,**  
AS PRINCIPAL

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

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

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

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

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

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

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

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

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

Approved as to form:

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

**PERFORMANCE BOND**

We, **KNIGHT CONSTRUCTION & SUPPLY, INC.**, as principal, and \_\_\_\_\_, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **ONE HUNDRED SEVENTY FIVE THOUSAND AND NO/100 DOLLARS (\$175,000.00)** not including applicable taxes, 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 **DEMOLITION AND REMOVAL OF CURRENT WET SCRUBBER DUCTING AND HOOD, AND FABRICATION AND INSTALLATION OF NEW WET SCRUBBER DUCTING AND HOOD**. 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 \_\_\_\_\_

**KNIGHT CONSTRUCTION & SUPPLY, INC.,**  
AS PRINCIPAL

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

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

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

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

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

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

DATED on \_\_\_\_\_.

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

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

Approved as to form:

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

**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)



**Agenda Sheet for City Council Meeting of:**  
10/21/2019

<u>Date Rec'd</u>	10/9/2019
<u>Clerk's File #</u>	OPR 2019-0887
<u>Renews #</u>	

Submitting Dept	POLICE	Cross Ref #	OPR 2019-0872
Contact Name/Phone	JENNIFER 625-4056	Project #	
Contact E-Mail	JHAMMOND@SPOKANEPOLICE.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	SBO
Agenda Item Name	1620 - OVW ARREST FY2019 SUB RECIPIENT AGREEMENT		

Agenda Wording

Sub-recipient agreement with YWCA SPOKANE, Spokane, WA for DOJ's Office on Violence Against Women Fiscal Year 2019 Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault, and Stalking Grant Program (ARREST program)

Summary (Background)

In early 2019, the City of Spokane (fiscal agent), in collaboration with YWCA Spokane, the Spokane County Sheriff's Office (SCSO) and the other members of the Spokane Family Justice Center submitted a grant application for ARREST FY2019. The City recently accepted the award from OVW. YWCA's budget will be \$370,000.00 with the contract beginning on October 1, 2019 and ending on September 30, 2022.

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

Expense	\$ 370,000.00	# 1620-91778-21250-54201-99999
Revenue	\$ 370,000.00	# 1620-91778-21250-33116-99999
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<b><u>Dept Head</u></b>	HAMMOND, JENNIFER	<b><u>Study Session</u></b>	Finance & Admin
<b><u>Division Director</u></b>	HAMMOND, JENNIFER	<b><u>Other</u></b>	
<b><u>Finance</u></b>	SCHMITT, KEVIN	<u>Distribution List</u>	
<b><u>Legal</u></b>	DALTON, PAT	spdfinance	
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL	sstopher	
<u>Additional Approvals</u>		sbrown	
<b><u>Purchasing</u></b>		Contract Accounting	
<b><u>GRANTS &amp;</u></b>	BROWN, SKYLER		

**AGREEMENT BETWEEN CITY OF SPOKANE AND YWCA SPOKANE IN CONJUNCTION WITH OVW FY 19 IMPROVING CRIMINAL JUSTICE RESPONSES PROGRAM**

<b>1. Grantee</b> YWCA Spokane 930 N. Monroe Spokane, WA 99203		<b>2. Contract Amount</b>  <b>\$370,000.00</b>	<b>3. Tax ID#</b> 91-0565025
			<b>4. DUNS#</b> 102863925
<b>5. Grantee Representative</b> Regina Malveaux YWCA Spokane 930 N. Monroe Spokane, WA 99203 Phone: (509)789-9303 RginaM@ywcaspokane.org		<b>6. City's Representative</b> Jennifer Hammond City of Spokane Spokane Police Department 1100 W. Mallon Spokane, WA 99260 (509) 625-4056 jhammond@spokanepolice.org	
<b>7. Original Grant ID#</b> 2019-WE-AX-0023	<b>8. Start Date</b> 10/01/19	<b>9. End Date</b> 9/30/2022	
<b>10. Funding Source:</b> <input checked="" type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/>			
<b>11. Federal Funds (as applicable)</b> \$370,000.00	<b>CFDA #</b> 16.590	<b>Federal Agency:</b> U.S. Department of Justice	
<b>12. Contractor Selection Process:</b> <b>(check all that apply or qualify)</b> <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E Services <input type="checkbox"/> Competitive Bidding <input checked="" type="checkbox"/> Pre-approved by Funder		<b>13. Contractor Type:</b> <b>(check all that apply)</b> <input type="checkbox"/> Private Organization/Individual <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> VENDOR <input checked="" type="checkbox"/> SUBRECIPIENT <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> For-Profit	
<b>14. Grant Purpose: Improving Criminal Justice Responses Program which encourages state, local, and tribal governments, and courts to treat domestic violence, dating violence, sexual assault, and stalking as serious violations of criminal law.</b>			
<b>15. CITY and the YWCA, as identified above, acknowledge and accept the terms of this Agreement and attachments and have executed this Agreement on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Agreement are governed by this Agreement and the following other documents incorporated by reference: (1) Attachment "A" OVW Grant 2019-WE-AX-0023, (2) Attachment "B"-Program Narrative, (3) Attachment "C" Budget, (4) Attachment "D" Statement of Assurances, (5) Attachment "E" Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, (6) Attachment "F" FFATA, (7) Attachment "G" Restrictions and Certifications Regarding Non-Disclosure Agreements, (8) Attachment "H" National Environmental Policy Act, (9) Attachment "I" Acknowledgement of Allowable and Unallowable Costs, (10) Attachment "J" Equal Employment Opportunity Plan Certification Form, and (11) Attachment "K" CCR Registration of Sub-Recipient DUNS Numbers .</b>			
<b>FOR THE GRANTEE :</b>		<b>FOR YWCA SPOKANE</b>	
Signature _____	Date _____	Signature _____	Date _____
DAVID CONDON Name _____		Name _____	
MAYOR _____		Title _____	

**(FACE SHEET)**

# AGREEMENT

This AGREEMENT is between the City of Spokane, a Washington State municipal corporation, having offices at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereinafter referred to as the "CITY," and YWCA SPOKANE, having offices at 930 N. Monroe, Spokane WA 99203 hereinafter referred to as the "YWCA," and jointly hereinafter referred to as the "PARTIES."

## WITNESSETH:

**WHEREAS**, the CITY made an application for a Improving Criminal Justice Responses Grant, hereinafter referred to as the "Grant;" and 2019-WE-AX-0023 was awarded subject to CFDA 16.590; and

**WHEREAS**, the YWCA was designated to receive funds from the Grant; and

**WHEREAS**, the CITY has been designated applicant/fiscal agent in conjunction with the Grant; -- Now, Therefore,

The PARTIES agree as follows:

### **SECTION NO. 1: PURPOSE**

The purpose of this AGREEMENT is to set forth the PARTIES' understanding of the terms and conditions under which the CITY will disburse grant funds to the YWCA.

### **SECTION NO. 2: SERVICES**

YWCA shall provide those services set forth in the Program Narrative attached hereto as Attachment "B" and incorporated herein into this AGREEMENT.

### **SECTION NO. 3: TERM**

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

### **SECTION NO. 4: GRANT PASS-THROUGH TERMS & CONDITIONS**

The terms and conditions to the OVW FY 19 Improving Criminal Justice Responses Grant 2019-WE-AX-0023 are attached to this AGREEMENT (Attachment "A") and are incorporated into this AGREEMENT. The PARTIES agree to comply with the Grant terms and conditions. The YWCA (Sub-recipient) will be subject to the same special conditions as the fiscal agent as specified in Appendix "A".

### **SECTION NO. 5: COMPENSATION**

CITY shall reimburse YWCA an amount not to exceed the amount set forth in Attachment "C", attached hereto and incorporated herein by reference for the performance of all things necessary for or incidental to the performance of Scope of Work as set forth in Attachment "B" Program Narrative. YWCA's reimbursement for services set forth in Attachment "B" shall be in accordance with the terms and conditions set forth in the Budget attached hereto as Attachment "C" and incorporated herein by reference. Invoices must be submitted with appropriate supporting documentation, including copies of receipts and a brief narrative on the work performed and progress achieved and how any items purchased are being used to further the work, as directed by the CITY's representative designated hereinafter. No payments in advance of or in anticipation of goods or services to be provided under this Grant shall be made by the CITY. Requests for reimbursement by YWCA shall be made on or before the 5<sup>th</sup> of each month for the previous month's expenditures. In conjunction with each reimbursement request, YWCA shall certify that services to be performed under this AGREEMENT do not duplicate any services to be charged against any other grant, subgrant, or other funding source. Requests for reimbursement should not



be submitted more than monthly. Reimbursement voucher is provided and required for requests for payment.

Requests for reimbursement shall be submitted to:

**Spokane Police Department  
Attn: Angie Chirowamangu  
Accountant I  
1100 W. Mallon Ave  
Spokane, WA 99260**

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

#### **SECTION NO. 6: RELATIONSHIP OF THE PARTIES**

The PARTIES intend that an independent contractor relationship will be created by this AGREEMENT. The CITY is interested only in the results that can be achieved. The conduct and control of the activities as set forth in Section No. 1 and described in Attachment “B” will be solely with the YWCA. No agent, employee, servant or otherwise of YWCA shall be deemed to be an employee, agent, servant, or otherwise of the CITY for any purpose, and the employees of YWCA are not entitled to any of the benefits that the CITY provides for CITY employees. YWCA and CITY will each be solely and entirely responsible for its acts and the acts of its agents, employees, servants, and subcontractors or otherwise, during the performance of this AGREEMENT.

#### **SECTION NO. 7: VENUE STIPULATION**

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

#### **SECTION NO. 8: COMPLIANCE WITH LAWS**

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

- A. Audits – 2 CFR Part 200.
- B. Labor and Safety Standards – Convict Labor 18 U.S.C. 751, 752, 4081, 4082; Drug-Free Workplace Act of 1988, 41 USC 701 et seq.; Federal Fair Labor Standards Act 29 U.S.C. 201 et seq.; Work Hours and Safety Act of 1962 40 U.S.C. 327-330 and Department of Labor Regulations, 29 CFR Part 5.
- C. Laws Against Discrimination – Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101-07, 45 CFR Part 90 Nondiscrimination in Federally Assisted Programs; Americans with Disabilities Act of 1990 Public Law 101-336; Equal Employment Opportunity, Executive Order 11246, as amended by Executive Order 11375 and supplemented in U.S. Department of Labor Regulations, 41 CFR Chapter 60; Executive Order 11246, as amended by EO 11375, 11478, 12086 and 12102; Employment under Federal Contracts, Rehabilitation Act of 1973, Section 503, 29 U.S.C. 793; Nondiscrimination under Federal Grants, Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794; Minority Business Enterprises, Executive Order 11625, 15 U.S.C. 631; Minority Business Enterprise Development, Executive Order 12432, 48 CFR 32551; Nondiscrimination and Equal Opportunity, 24 CFR 5.105(a); Nondiscrimination in benefits, Title VI of the Civil Rights Act of 1964, Public Law 88-352, 42 U.S.C. 2002d et seq, 24 CFR Part 1; Nondiscrimination in employment, Title VII of the Civil Rights Act of 1964, Public Law 88-352; Nondiscrimination in Federally Assisted Construction Contracts, Executive Order 11246, 42 U.S.C. 2000e, as amended by Executive Order 11375, 41 CFR Chapter 60; Section 3, Housing and Urban Development

- D. Office of Management and Budget Circulars – 2 CFR Parts 200
- E. Other – Anti-Kickback Act, 18 U.S.C. 874; 40 U.S.C. 276b, 276c; 41 U.S.C. 51-54; Governmental Guidance for New Restrictions on Lobbying: Interim Final Guidance, Federal Register 1, Vol. 54, No. 243\Wednesday, December 20, 1989; Hatch Political Activity Act, 5 U.S.C. 1501-8; Lobbying and Disclosure, 42 U.S.C. 3537a and 3545 and 31 U.S.C. 1352 (Byrd Anti-Lobbying Amendment); Non-Supplantation, 28 CFR Sec. 90, 18; Section 8 Housing Assistance Payments Program.
- F. Privacy – Privacy Act of 1974, 5 U.S.C. 552a

#### Washington State Laws and Regulations

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

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

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

#### **SECTION NO. 10: NON-DISCRIMINATION**

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

#### **SECTION NO. 11: NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

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

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

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

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

The YWCA is required to ensure compliance with this requirement.

### **SECTION NO. 13: NEW CIVIL RIGHTS PROVISION**

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

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

YWCA must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768 (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. Assistance and information regarding language access obligations can be accessed at DHS Recipient Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

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

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

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

### **SECTION NO. 16: NON-SUPPLANTING CERTIFICATION**

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

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

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

### **SECTION NO. 18: TERMINATION FOR CAUSE**

In the event the CITY determines that the YWCA failed to comply with any term or condition of this

AGREEMENT in a timely manner, the CITY has the right to suspend or terminate this AGREEMENT. Before suspending or terminating the AGREEMENT, the CITY shall notify the YWCA in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the AGREEMENT may be terminated or suspended.

The CITY reserves the right to suspend all or part of the AGREEMENT, withhold further payments, or prohibit the YWCA from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the YWCA or a decision by the CITY to terminate the AGREEMENT. A termination shall be deemed a "Termination for Convenience" if it is determined that the YWCA: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of the CITY provided in this AGREEMENT are not exclusive and are, in addition to any other rights and remedies, provided by law.

## **SECTION NO. 20: TERMINATION PROCEDURES**

Upon termination of this AGREEMENT, the CITY, in addition to any other rights provided in this AGREEMENT, may require the YWCA to deliver to the CITY any property specifically produced or acquired for the performance of such part of this AGREEMENT as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The CITY shall pay to the YWCA the agreed upon price, if separately stated, for completed work and services accepted by the CITY, and the amount agreed upon by the YWCA and the CITY for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by the CITY, and (iv) the protection and preservation of property, unless the termination is for default, in which case the CITY shall determine the extent of the liability of the CITY. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this AGREEMENT. The CITY may withhold from any amounts due the YWCA such sum as the CITY determines to be necessary to protect the CITY against potential loss or liability.

The rights and remedies of the CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the CITY, the YWCA shall:

1. Stop work under the AGREEMENT on the date, and to the extent specified, in the notice;
2. Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the AGREEMENT that is not terminated;
3. Assign to the CITY, in the manner, at the times, and to the extent directed by the CITY, all of the rights, title, and interest of the YWCA under the orders and subgrants/subcontracts so terminated, in which case the CITY has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants/subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the CITY to the extent the CITY may require, which approval or ratification shall be final for all purposes of this clause;
5. Transfer title to the CITY and deliver in the manner, at the times, and to the extent directed by the CITY any property which, if the AGREEMENT had been completed, would have been required to be furnished to the CITY.
6. Complete performance of such part of the work as shall not have been terminated by the CITY; and
7. Take such action as may be necessary, or as the CITY may direct, for the protection and preservation of the property related to this AGREEMENT, which is in the possession of the YWCA and in which the CITY has or may acquire an interest.

In the event that the YWCA fails to perform this AGREEMENT in accordance with state laws, federal laws, and/or the provisions of this AGREEMENT, the CITY reserves the right to recapture funds in an amount to compensate the CITY for the noncompliance in addition to any other remedies available at law or in equity.

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

**SECTION NO. 21: TREATMENT OF ASSETS**

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

- A. Any property of the CITY furnished to the YWCA shall, unless otherwise provided herein or approved by the CITY, be used only for the performance of this AGREEMENT.
- B. The YWCA shall be responsible for any loss or damage to property of the CITY that results from the negligence of the YWCA or which results from the failure on the part of the YWCA to maintain and administer that property in accordance with sound management practices.
- C. If any CITY property is lost, destroyed or damaged, the YWCA shall immediately notify the CITY and shall take all reasonable steps to protect the property from further damage.
- D. The YWCA shall surrender to the CITY all property of the CITY prior to settlement upon completion, termination or cancellation of this AGREEMENT.

All reference to the YWCA under this clause shall also include YWCA employees, agents, or Subgrantees/Subcontractors.

**SECTION NO. 22: CITY REPRESENTATIVE**

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

**SECTION NO. 23: NOTICES**

All notices shall be in writing and served on any of the PARTIES either personally, by certified mail return receipt requested or by electronic notification at their respective addresses. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

**SECTION NO. 24: HEADINGS**

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

**SECTION NO. 25: MODIFICATION**

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

**SECTION NO. 26: WAIVER**

No officer, employee, agent or otherwise of the CITY has the power, right or authority to waive any of the conditions or provisions to this AGREEMENT. No waiver of any breach of this AGREEMENT shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this AGREEMENT or at law, shall be taken and construed as cumulative that is, in addition to every other remedy provided herein or by law. Failure of the CITY to enforce at any time any of the provisions of this AGREEMENT, or to require at any time performance by YWCA of any provision hereof, shall in no way be construed to be a waiver of such provisions, nor in any way effect the validity of this AGREEMENT of any part hereof, or the right of the CITY to hereafter enforce each and every such provision.

#### **SECTION NO. 27: INDEMNIFICATION**

Each PARTY to this Agreement is responsible for its own acts and omissions of its officers, employees, and agents. Each PARTY agrees to defend, indemnify, and hold the other PARTY harmless from and against any claim, demand, suit, or cause of action, (hereafter "claim"), that may be asserted against the indemnitee, if and to the extent the claim against the indemnitee is based on the actual or alleged fault of the indemnitor and relates to the subject matter of the performance of this Agreement. This indemnification obligation applies to all costs of investigation, attorney fees, litigation expenses, settlement, and judgment. Where claims are asserted against both of the PARTIES based on actual or alleged concurrent or shared fault of the PARTIES, a PARTY shall not be required to indemnify the other PARTY for that PARTY'S own proportionate share of fault. Attorney fees and litigation expenses incurred by a PARTY in successfully enforcing the indemnification provisions of this paragraph shall be paid by the PARTY against whom the provision was enforced.

The PARTIES agree that these indemnification obligations shall apply to claims made by their own employees against an indemnitee, and the PARTIES each therefore knowingly and expressly waive any immunity that they otherwise might have been entitled to invoke under Title 51.

#### **SECTION NO. 28: ALL WRITINGS CONTAINED HEREIN**

This AGREEMENT contains all the terms and conditions agreed upon by the PARTIES. No other understandings, oral or otherwise, regarding the subject matter of this AGREEMENT shall be deemed to exist or to bind any of the PARTIES hereto. YWCA has read and understands all of this AGREEMENT and now states that no representation, promise or condition not expressed in this AGREEMENT has been made to induce YWCA to execute the same.

#### **SECTION NO. 29: SEVERABILITY**

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

#### **SECTION NO. 30: EXECUTION AND APPROVAL**

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

#### **SECTION NO. 31: COUNTERPARTS**

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

**SECTION NO. 32: DISPUTE RESOLUTION**

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

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

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

**SECTION NO. 33: NO THIRD PARTY BENEFICIARIES**

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

**SECTION NO. 34: SURVIVAL**

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

**SECTION NO. 35: POLITICAL ACTIVITIES**

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

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

**SECTION NO. 36: PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION**

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

**SECTION NO. 37: PUBLICITY**

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

**SECTION NO. 38: TAXES**

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

**SECTION NO. 39: INSURANCE**

The YWCA shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the CITY should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the YWCA or Subgrantees, or agents of either, while performing under the terms of this AGREEMENT.

The insurance required shall be issued by an insurance company authorized to do business within the state of

Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name CITY, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The YWCA shall instruct the insurers to give CITY thirty (30) calendar days advance notice of any insurance cancellation, non-renewal or modification.

The YWCA shall submit to CITY within fifteen (15) calendar days of the AGREEMENT start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the AGREEMENT, the YWCA shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The YWCA shall provide insurance coverage that shall be maintained in full force and effect during the term of this AGREEMENT, as follows:

**Commercial General Liability Insurance Policy.** Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Grant activity but no less than \$1,000,000 per occurrence. Additionally, the YWCA is responsible for ensuring that any Subgrantees provide adequate insurance coverage for the activities arising out of subgrants.

**Automobile Liability.** In the event that performance pursuant to this AGREEMENT involves the use of vehicles, owned or operated by the YWCA or its Subgrantee, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

### **Local Government Grantees that Participate in a Self-Insurance Program**

Self-Insured/Liability Pool or Self-Insured Risk Management Program - With prior approval from CITY, the YWCA may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from CITY, the YWCA shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. Grantees participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. CITY, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

### **SECTION NO. 40: SUBCONTRACTORS**

The YWCA may only subcontract work contemplated under this AGREEMENT if it obtains the prior written approval of the CITY.

If the CITY approves subcontracting, the YWCA shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, the CITY in writing may: (a) require the YWCA to amend its subcontracting procedures as they relate to this AGREEMENT; (b) prohibit the YWCA from subcontracting with a particular person or entity; or (c) require the YWCA to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this AGREEMENT. The YWCA is responsible to the CITY if the Subcontractor fails to comply with any applicable term or condition of this AGREEMENT. The YWCA shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this AGREEMENT. In no event shall the existence of a subcontract operate to release or reduce the liability of the YWCA to the CITY for any breach in the performance of the YWCA's duties.

Every subcontract shall include a term that the CITY is not liable for claims or damages arising from a Subcontractor's performance of the subcontract.



**SECTION NO. 41: ANTI-KICKBACK**

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

**SECTION NO. 42: CONFLICT OF INTEREST**

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

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

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

**SECTION NO. 43: LICENSING, ACCREDITATION, AND REGISTRATION**

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

**SECTION NO. 44: SITE SECURITY**

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

**SECTION NO. 45: RIGHT OF INSPECTION**

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

**SECTION NO. 46: ACCESS TO DATA**

In compliance with RCW 39.26.180, the YWCA shall provide access to data generated under this AGREEMENT to the CITY, Department of Justice, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to only aggregate information that supports the findings, conclusions, and recommendations of the YWCA's reports, including computer models and the methodology for those models. No personally identifiable data will be disclosed or used in any findings, conclusions, or recommendations of the YWCA'S reports.

**SECTION NO. 47: INDUSTRIAL INSURANCE**

The YWCA shall comply with all applicable provisions of Title 51 RCW Industrial Insurance. If the YWCA fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may

be required by law, the CITY may collect from the YWCA the full amount payable to the Industrial Insurance Accident Fund. The CITY may deduct the amount owed by the YWCA to the accident fund from the amount payable to the YWCA by the CITY under this Grant, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the YWCA.

**SECTION NO. 48: LIMITATION OF AUTHORITY**

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

**SECTION NO. 49: REGISTRATION WITH DEPARTMENT OF REVENUE**

If required by law, the YWCA shall complete registration with the Washington State Department of Revenue.

**SECTION 50: ASSIGNMENT**

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

**SECTION 51: ATTORNEYS' FEES**

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

**SECTION NO. 52: MAINTENANCE OF RECORDS**

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

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

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

**SECTION NO. 53: LOSS OF FUNDING**

In the event funding from state, federal, or other sources which is the source of funding by the CITY for this AGREEMENT is withdrawn, reduced, or limited in any way after the effective date of this AGREEMENT, and prior to normal completion, CITY may terminate the AGREEMENT without the ten business day notice requirement. In lieu of termination, the AGREEMENT may be amended to reflect the new funding limitations and conditions.

**SECTION NO. 54: PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS**

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

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

1. A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of Grants using federal funds.

2. Procedures that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.

3. Minimum procedural requirements, as follows:

- a. Follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items.
- b. Solicitations shall be based upon a clear and accurate description of the technical requirements of the procured items.
- c. Positive efforts shall be made to use small and minority-owned businesses.
- d. The type of procuring instrument (fixed price, cost reimbursement) shall be determined by the YWCA, but must be appropriate for the particular procurement and for promoting the best interest of the program involved.
- e. Subgrants shall be made only with reasonable Subgrantees who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.
- f. Some form of price or cost analysis should be performed in connection with every procurement action.
- g. Procurement records and files for purchases shall include all of the following:
  - 1) YWCA's selection or rejection.
  - 2) The basis for the cost or price.
  - 3) Justification for lack of competitive bids if offers are not obtained.
- h. A system for Grant administration to ensure YWCA conformance with terms, conditions and specifications of this AGREEMENT, and to ensure adequate and timely follow-up of all purchases

4. YWCA and subgrantees must receive prior approval from the CITY for using funds from this AGREEMENT to enter into a sole source Grant or a Grant where only one bid or proposal is received when value of this AGREEMENT is expected to exceed \$5,000.

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

## **SECTION NO. 55: AUDIT REQUIREMENTS**

### **A. General Requirements**

YWCA shall procure audit services based on the following guidelines.

The YWCA shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Subcontractors also maintain auditable records.

The YWCA is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

The CITY reserves the right to recover from the YWCA all disallowed costs resulting from the audit.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The YWCA must respond to the CITY requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

### **B. Federal Funds Requirement – 2 CFR Part 200**

YWCA expending \$750,000 or more in a fiscal year in federal funds from all sources, direct and indirect, are required to have an audit conducted in accordance with 2 CFR Part 200. When state funds are also to be paid under this AGREEMENT a Schedule of State Financial Assistance as well as the required schedule

of Federal Expenditure must be included. Both schedules include:

Grantor agency name

Federal agency

Federal program income

Other identifying contract numbers

Catalog of Federal Domestic Assistance (CFDA) number (if applicable)

Grantor contract number

Total award amount including amendments (total grant award)

Current year expenditures

If the YWCA is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the YWCA in accordance with 2 CFR Part 200.

The YWCA shall include the above audit requirements in any subcontracts.

In any case, the YWCA's financial records must be available for review by the CITY and the Department of Justice

### C. Documentation Requirements

YWCA must send a copy of the audit report described above no later than sixty (60) days after the completion of the audit to the CITY representative identified in Section No. 5 PAYMENT.

In addition to sending a copy of the audit, when applicable, YWCA must include:

- Corrective action plan for auditing findings within three (3) months of the audit being received by the CITY.
- Copy of the Management Letter.

## **SECTION NO. 56: CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

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

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

### B. The YWCA shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of CITY'S Confidential Information. The YWCA shall use Confidential Information solely for the purposes of this AGREEMENT and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of the CITY or as may be required by law. The YWCA shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the YWCA shall provide the CITY with its policies and procedures on confidentiality. The CITY may require changes to such policies and procedures as they apply to this AGREEMENT whenever the CITY reasonably determines that changes are necessary to prevent unauthorized disclosures. The YWCA shall make the changes within the time period specified by the CITY. Upon request, the YWCA shall immediately return to the CITY any Confidential Information

that the CITY reasonably determines has not been adequately protected by the YWCA against unauthorized disclosure.

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

#### **SECTION NO. 57: COPYRIGHT PROVISIONS**

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

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

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

The YWCA shall exert all reasonable effort to advise the CITY, at the time of delivery of Materials furnished under this AGREEMENT, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this AGREEMENT. The YWCA shall provide the CITY with prompt written notice of each notice or claim of infringement received by the YWCA with respect to any Materials delivered under this AGREEMENT. The CITY shall have the right to modify or remove any restrictive markings placed upon the Materials by the YWCA.

#### **SECTION NO. 58: REPORTING REQUIREMENTS**

- A. The YWCA must collect and maintain data that measure the performance and effectiveness of activities under this award. The information that must be collected and reported on can be found in the reporting form associated with the grant program or initiative under which this award was made (Attachment – Progress Report Form). The data must be provided to the CITY so that performance progress reports can be submitted within 30 days after the end of the reporting periods which are January 1 – June 30 and July 1 – December 31. This data should be provided semiannually to the City no later than the 15<sup>th</sup> of July, and the 15<sup>th</sup> of January.
- B. The YWCA shall also comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete and return to CITY the FFATA Form which is incorporated by reference and made a part of this AGREEMENT.

#### **SECTION NO. 59: CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION – PRIMARY AND LOWER TIER COVERED TRANSACTION**

- A. The YWCA, defined as the primary participant and its principal, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
  - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

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

#### LOWER TIER COVERED TRANSACTIONS

- a) The lower tier grantee certifies, by signing this AGREEMENT that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  - b) Where the lower tier grantee is unable to certify to any of the statements in this AGREEMENT, such grantee shall attach an explanation to this AGREEMENT.
- E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the CITY for assistance in obtaining a copy of these regulations.

#### **SECTION NO. 60: ACKNOWLEDGEMENT OF FEDERAL FUNDING**

The YWCA shall submit to the CITY, for re-submission to the Office on Violence Against Women (OVW), one copy of all reports and proposed publications resulting from this grant twenty (20) days prior to public release. Any written, visual, or audio publications, with the exception of press releases, whether published at the YWCA’s or government’s expense, shall contain the following statements:

“This project was supported by Grant No. 2019-WE-AX-0023 awarded by the Office of Violence Against Women. The Office of Violence Against Women is a component of the United States Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the United States Department of Justice.”

#### **SECTION NO. 61: SPECIAL PROVISIONS**

Applicable and attached and incorporated by reference to this AGREEMENT is the following: Attachment “D” Statement of Assurances; Attachment “E” Certification Regarding Debarment, Suspension, Ineligibility; Attachment “F” FFATA; Attachment “G” Restrictions and Certifications Regarding Non-Disclosure Agreements; Attachment “H” National Environmental Policy Act; Attachment “I” Acknowledgement of Allowable and Unallowable Cost; Attachment “J” Equal Employment Opportunity Plan Certification Form, and Attachment “K” CCR Registration of Sub-Recipient DUNS Numbers.

**SECTION NO. 62: ORDER OF PRECEDENCE**

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

- 1) Applicable federal and State of Washington statutes and regulations
- 2) Face Sheet
- 3) Attachment "A"- OVW Grant 2019-WE-AX-0023
- 4) Attachment "B"- Program Narrative
- 5) Attachment "C"-Budget

**ATTACH OVW GRANT AGREEMENT PAGES 1 - 13**



**ATTACHMENT "B"**  
**ARREST Program Narrative**

**ATTACH PROGRAM NARRATIVE- PAGES 28**

ATTACHMENT "C"  
Budget

**Funding Category**

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**YWCA Of Spokane**

A. Salaries & Benefits	\$309,519.00
B. Travel & Training	\$5,000.00
C. Office Supplies	\$1,728.00
D. Subcontracts	\$23,060.00
E. Indirect Costs	\$30,693.00

**Total Budget** **\$370,000.00**

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Approved expenditures for the program as set forth in ATTACHMENT "B" (Program Narrative) must be itemized. Transfer of funds between Project categories that exceed 10% of the budgeted amount must be approved by the CITY's representative listed on the face sheet to this agreement. Any amendments to the budget must be made in writing and approved by the CITY's representative listed on the face sheet to this agreement.

**The YWCA shall obligate all grant funds prior to September 30, 2022.** Any portion of the grant funds which remain un-obligated or not expended at the end of this period will be available for use by the CITY

Payment will be on a cost reimbursement basis only.

**STATEMENT OF ASSURANCES**

The GRANTEE:

1. Has sufficient fiscal and management controls to implement and maintain the program in accordance with this application and program requirements. The GRANTEE has sufficient monetary resources to implement and maintain program operations in accordance with this application.
2. Will not use any grant funds to supplant local funds, but will use such grant funds to increase the amounts of funds that would, in the absence of federal funds, be made available for program activities.
3. Will comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "2017 DOJ Grants Financial Guide"), including any updated version that may be posted during the period of performance.
4. Agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200.
5. Will follow the "Federal Leadership on Reducing Text Messaging While Driving", 74 Federal Regulation 51225. The Department of Justice encourages recipients and sub-recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant and to establish workplace safety policies and conduct education, awareness and other outreach to decrease crashes caused by distracted drivers.
6. Understands and agrees that (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
7. Agrees to comply with DOJ's Global Justice Information Sharing Initiative guidelines and recommendations for this funding. GRANTEE shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: [http://www.it.ojp.gov/gsp\\_grantcondition](http://www.it.ojp.gov/gsp_grantcondition). GRANTEE shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information or provide detailed justification for why an alternative approach is recommended.
8. Agrees to comply with OVW grant monitoring guidelines, protocols, procedures and to cooperate with OVW on all grant monitoring requests, including those related to desk reviews, enhanced programmatic desk reviews and/or site visits. The GRANTEE agrees to provide to OVW all documentation necessary to complete monitoring tasks, including documentation related to the GRANTEE's subaward. Further the GRANTEE agrees to abide by reasonable deadlines set by OVW for providing the requested documents. Failure to cooperate with OVW's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the GRANTEE's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee, or termination of an award(s).
9. Will comply with Title V of the Anti-Drug Abuse Act of 1988 and regulations promulgated by the federal government to maintain a drug-free workplace.
10. Will comply with Title II of the Americans with Disabilities Act of 1990.
11. Will not undertake any prohibited political activities with these funds including, but not limited to, voter registration; partisan political activity; lobbying congress, the Legislature, or any federal or state agency for project of jurisdictionally specific activity; or campaign for any ballot measure.
12. Will comply with the provisions of Title 28, Code of Federal Regulations; Part 61, Procedures for Implementing the National Environmental Policy Act; and Part 63, Floodplain Management and Wetland Protection Procedures.
13. Guarantees in performing any contract, purchase, or other agreement, the organization shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, marital status, national origin, political affiliation, or the presence of any sensory, mental, or physical disability. The organization agrees to take affirmative action to ensure that applicants are employed and that employees are treated during the employment without discrimination because of their race, color, religion, age, sex, political affiliation, handicap or national origin. Such action shall include, but not be limited to, employment upgrading, demotion or transfer, recruitment and recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and training. This guarantee shall

implement federal, state, and any local equal opportunity and non-discrimination statutes. The GRANTEE further will, without delay, bring any finding of an equal opportunity or non-discrimination violation to the attention of the Department of Justice.

14. Agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing “Equal Treatment for Faith Based Organizations” (the “Equal Treatment Regulation”). The Equal Treatment Regulation provides in part that the Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of funding may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the GRANTEE must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary’s religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment.

**Authorized Signature for the Applicant:**

September 30, 2022 \_\_\_\_\_  
VALID THROUGH

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINTED NAME OF SIGNATURE

\_\_\_\_\_  
TITLE

**ATTACHMENT “E”**

**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. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 1254, 9 The undersigned may contact the City for assistance in obtaining a copy of these regulations.
  
5. I understand that a false statement of this certification may be grounds for termination of the contract.

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)

## ATTACHMENT "F"

### FFATA FORM

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\* Total compensation refers to:

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

Additional Resources:

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

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

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

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

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## **ATTACHMENT “G”**

### **Restrictions and Certifications Regarding Non-Disclosure Agreements**

**October 1, 2019 through September 30, 2022**

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

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

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



contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of grant funds to or by that entity, will provide prompt written notification to the agency making this grant, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

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Agency Name

---

Name of Authorized Official

Title

---

Signature of Authorized Official

Date

**ATTACHMENT "H"**

**NATIONAL ENVIRONMENTAL POLICY ACT (NEPA)**

The following information is required from each federal grant recipient. The YWCA agrees to first determine if any of the below listed activities will be funded by the project funds. Prior to obligating funds for the purpose of any of the below listed activities, the YWCA agrees to contact the CITY's representative who will contact the OVW.

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

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

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

Response is made related to the following OVW funded program/project:

Project: Improving Criminal Justice Responses Grant Program Grant 2019-WE-AX-0023

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Typed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Representing: \_\_\_\_\_

**ATTACHMENT "I"**

**ACKNOWLEDGEMENT OF ALLOWABLE AND UNALLOWABLE COSTS**

**ALLOWABLE COSTS**

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

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

**UNALLOWABLE COSTS**

Unallowable uses of federal grant funds include:

- Food, beverages or other refreshments for meetings, conferences or training (prohibition does not include standard per diem when otherwise authorized)
- Body armor/protective vests
- Vehicles, vessels, and aircraft
- Construction
- Land acquisition
- Automatic and military grade weapons
- Victim compensation (direct payment)
- Losses arising from uncollected accounts
- Contributions to a contingency reserve
- Contributions or donations
- Entertainment
- Fines and penalties
- Interest and other financial costs
- Consultant Fees (above a reasonable and consistent rate for similar services, and/or above \$650 for an eight-hour day or \$81.25 per hour—excluding travel and per diem)

The undersigned agrees to the above requirements.

SIGNATURE \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

\_\_\_\_\_  
NAME OF GRANTEE ORGANIZATION

**ATTACHMENT "J"**

**CERTIFICATION FORM**

**Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements**

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

Recipient's Name:	
Is agency a; <input type="checkbox"/> Direct or <input checked="" type="checkbox"/> Sub recipient of OJP, OVW or COPS funding?   Law Enforcement Agency? <input type="checkbox"/> Yes <input type="checkbox"/> No	
DUNS Number:	Vendor Number (only if direct recipient)
Name and Title of Contact Person:	
Telephone Number:	E-Mail Address:

**Section A—Declaration Claiming Complete Exemption from the EEOP Requirement**

*Please check all the following boxes that apply.*

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

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

\_\_\_\_\_  
*Print or Type Name and Title* *Signature* *Date*

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

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

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

\_\_\_\_\_  
*[organization],*  
\_\_\_\_\_  
*[address].*

\_\_\_\_\_  
*Print or Type Name and Title* *Signature* *Date*

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

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

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

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

\_\_\_\_\_  
*Print or Type Name and Title* *Signature* *Date*

## **ATTACHMENT “K”**

### **CCR REGISTRATION OF SUB-RECIPIENT DUNS NUMBERS**

The YWCA agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and DOJ). The YWCA also agrees to comply with applicable restrictions on subawards to first-tier sub-recipients that do not acquire and provide a Data Universal Numbering System (DUNS) number.

The YWCA must report and provide validity to the CITY of their DUNS Number registration. Should the DUNS Number registration expire before the end of the award period, the validity of the YWCA’s DUNS Number registry in the CCR system must be re-verified.

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

## Briefing Paper (Finance & Administration Committee)

<b>Division &amp; Department:</b>	Spokane Police Department
<b>Subject:</b>	Approval to apply for DOJ's Office on Violence Against Women Fiscal Year 2019 Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault, and Stalking Grant Program
<b>Date:</b>	February 18, 2019
<b>Contact (email &amp; phone):</b>	Jennifer Isaacson, 625-4056
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Theresa Sanders
<b>Committee(s) Impacted:</b>	PSCHC; Finance & Admin
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Budget Revenue
<b>Strategic Initiative:</b>	Safe & Healthy
<b>Deadline:</b>	February 26, 2019
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	The total grant application is \$750,000 and the funding period is October 1, 2019 – September 30, 2022. The City's total funding share for the 3 year period is \$349,549. SPD will use these funds to continue to fund an additional patrol officer that is dedicated to the Domestic Violence Team.
<p><u>Background/History:</u>            SPD is currently a sub-recipient of this grant program through the YWCA of Spokane. Due to changes in funding priorities of the Department of Justice, the chances of YWCA receiving funding as the lead agency in this grant program are greatly diminished. The City of Spokane/SPD will be the lead agency on this grant application in collaboration with the YWCA of Spokane, the Spokane County Sheriff's office, and the other members of the Spokane Family Justice Center.</p> <p>A Memorandum of Understanding (MOU) must be completed, signed, and submitted to the OVW with the application indicating who will serve as the applicant/fiscal agent for the grant.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> <li>• City of Spokane/SPD to apply as lead agency for the OVW-ICJRDV 2019 Grant Program</li> <li>• Total grant request is \$750,000; the City's share is \$349,549</li> <li>• Grant is for 3 years – October 1, 2019 – September 30, 2022</li> <li>• SPD will use the grant funds to continue the work of the current grant and fund a dedicated officer for the Domestic Violence Team.</li> </ul>	
<p><u>Budget Impact:</u>            Approved in current year budget?    <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No    <input type="checkbox"/> N/A            Annual/Reoccurring expenditure?    <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No    <input type="checkbox"/> N/A            If new, specify funding source:            Other budget impacts: Revenue generating; no match</p>	
<p><u>Operations Impact:</u>            Consistent with current operations/policy?    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A            Requires change in current operations/policy?    <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No    <input type="checkbox"/> N/A            Specify changes required:            Known challenges/barriers: None</p>	



**Agenda Sheet for City Council Meeting of:**  
10/21/2019

<u>Date Rec'd</u>	10/8/2019
<u>Clerk's File #</u>	OPR 2015-1058
<u>Renews #</u>	

Submitting Dept	POLICE	Cross Ref #	
Contact Name/Phone	JENNIFER 625-4056	Project #	
Contact E-Mail	JHAMMOND@SPOKANEPOLICE.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR 20850
Agenda Item Name	0680 - SPOKANE C.O.P.S AMENDMENT		

Agenda Wording

To amend contract with Spokane C.O.P.S to include the Mounted Patrol program in 2019 for \$1,500.00. This amendment increases the C.O.P.S contract to \$386,075.00 in 2019.

Summary (Background)

The Mounted Patrol program is a one time increase to the annual C.O.P.S program funding. Please note that the contract reverts back to \$384,575.00 in 2020.

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

Expense	\$ 1,500.00	# 0680-11310-21390-54201-99999
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MEIDL, CRAIG	<u>Study Session</u>	PSCH Meeting
<u>Division Director</u>	MEIDL, CRAIG	<u>Other</u>	
<u>Finance</u>	SCHMITT, KEVIN	Distribution List	
<u>Legal</u>	DALTON, PAT	spdfinance	
<u>For the Mayor</u>	ORMSBY, MICHAEL		
<u>Additional Approvals</u>			
<u>Purchasing</u>			



**City of Spokane**

**CONTRACT AMENDMENT**

Title: COMMUNITY ORIENTED POLICING SERVICES - SPOKANE (C.O.P.S.)

THIS CONTRACT AMENDMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as ("City"), and SPOKANE COMMUNITY ORIENTED POLICING SERVICES (C.O.P.S.), whose address is 6107 NORTH ASTER ST, SPOKANE, WA 99208, as ("C.O.P.S."). Individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the C.O.P.S. agreed to HELP PROMOTE AND SUPPORT AN ENVIRONMENT FOR A SAFE COMMUNITY. IN PARTNERSHIP WITH THE CITY OF SPOKANE AND ITS RESIDENTS, AND THROUGH COLLABORATION WITH THE SPOKANE POLICE DEPARTMENT, THE WASHINGTON STATE DOC AND COMMUNITY STAKEHOLDERS, PROVIDE SERVICES TO NEIGHBORHOODS THAT INCREASE VOLUNTEER EFFORTS AND IMPROVE THE QUALITY OF LIFE THROUGHOUT THE COMMUNITY; and

WHEREAS, a one-time increase to the the 2019 annual amount is requested to add an additional amount of One Thousand, Five Hundred and 00/100 (\$1,500) to support C.O.P.S. Mounted Patrol program; bringing the total amount to \$386,075.00 Annual maximum amount in 2020 will be \$384,575.00 unless modified by an amendment. ;

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

1. **DOCUMENTS.** The original Contract dated January 6, 2016, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.
2. **EFFECTIVE DATE.** This Contract Amendment shall become effective January 1, 2019, and run through December 31, 2019.
3. **AMENDMENT.** Section 4 of the contract documents is amended to read as follows:


~~The City shall pay a maximum annual amount not to exceed THREE HUNDRED EIGHTY FOUR THOUSAND FIVE HUNDRED SEVENTY FIVE AND NO/100 DOLLARS~~



(\$384,575.00) The City shall pay a maximum 2019 annual amount not to exceed of THREE HUNDRED EIGHTY SIX THOUSAND SEVENTY FIVE AND NO/100 DOLLARS.

4. **COMPENSATION.** The City shall pay C.O.P.S. a maximum amount not to exceed THREE HUNDRED EIGHTY SIX THOUSAND SEVENTY FIVE AND NO/100 DOLLARS, (\$386,075.00) for everything furnished and done under this Contract Amendment.

<p><b>SPOKANE COMMUNITY ORIENTED POLICING SERVICES (C.O.P.S.)</b></p> <p>By: <u>[Signature]</u> (signature)</p> <p>Print Name: <u>Patricia Striker</u></p> <p>Title: <u>Exec Director</u></p> <p>Date: <u>8/28/19</u></p> <p>Email: <u>pstriker@spokane.gov</u></p>	<p><b>CITY OF SPOKANE:</b></p> <p>By: <u>[Signature]</u> (signature)</p> <p>Print Name: <u>JUSTIN LUNDGREN</u></p> <p>Title: <u>ASST CHIEF</u></p> <p>Date: <u>08/22/19</u></p>
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<p><b>ATTEST:</b></p> <p><u>[Signature]</u></p> <p>City Clerk</p> 	<p><b>APPROVED AS TO FORM:</b></p> <p><u>[Signature]</u></p> <p>Assistant City Attorney</p>
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Attachments that are part of this Contract Amendment:

## Briefing Paper (Public Safety & Community Health Committee)

<b>Division &amp; Department:</b>	Police
<b>Subject:</b>	Increase to C.O.P.S. contract for mounted patrols
<b>Date:</b>	10/07/2019
<b>Contact (email &amp; phone):</b>	Jennifer Hammond <a href="mailto:jhammond@spokanepolice.org">jhammond@spokanepolice.org</a> 625-4056
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Public Safety & Community Health
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Increase of \$1,500 to OPR 2015-1058 to be paid to C.O.P.S. to help fund Mounted Patrol program.
<b>Background/History:</b> The City of Spokane and C.O.P.S. have an active contract under OPR 2015-1058 for an annual amount not to exceed of \$384,575. C.O.P.S. provides community policing programs and assists neighborhoods with operation of substations aimed at crime prevention.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>• Funds were compiled to be used towards the Mounted Patrol program administered through C.O.P.S. in the amount of \$1,500</li> <li>• Funds were distributed through the existing agreement between C.O.P.S. and the City as a one-time increase to the agreement.</li> <li>• Total funding in 2019 will increase to \$386,075 and will reduce down to \$384,575 in 2020</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	



**Agenda Sheet for City Council Meeting of:**  
10/21/2019

<u>Date Rec'd</u>	10/9/2019
<u>Clerk's File #</u>	OPR 2019-0888
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	RFP 776-19
<u>Requisition #</u>	VB

<u>Submitting Dept</u>	POLICE
<u>Contact Name/Phone</u>	JENNIFER HAMMOND 625-4056
<u>Contact E-Mail</u>	JHAMMOND@SPOKANEPOLICE.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	0608 - GALLS POLICE JUMPSUITS

Agenda Wording  
Set up a new Value Blanket with Galls, LLC (Spokane, WA) for the Spokane Police Department's police jumpsuits.

Summary (Background)  
Jumpsuits are an essential piece of equipment for police officers. The estimated yearly Value Blanket amount is \$150,000.00m which includes alterations and tax. The new Value Blanket terms would be October 1, 2019 through October 1, 2020 with 4 one-year renewal options.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Expense	\$ 150,000.00	# 0680-11410-21250-53202-99999
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<b><u>Dept Head</u></b>	KING, KEVIN	<b><u>Study Session</u></b>	10/07/19 PSCHC
<b><u>Division Director</u></b>	KING, KEVIN	<b><u>Other</u></b>	
<b><u>Finance</u></b>	SCHMITT, KEVIN	<u>Distribution List</u>	
<b><u>Legal</u></b>	DALTON, PAT	spdfinance@spokanepolice.org	
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL	aduffey@spokanepolcie.org	
<u>Additional Approvals</u>		cwahl@spokanecity.org	
<b><u>Purchasing</u></b>	PRINCE, THEA		

## Briefing Paper

### Public Safety & Community Health Committee

<b>Division &amp; Department:</b>	Public Safety, Police Department
<b>Subject:</b>	Police Jumpsuits Value Blanket
<b>Date:</b>	September 25, 2019
<b>Author (email &amp; phone):</b>	Michelle Loucks, <a href="mailto:dloucks@spokanepolice.org">dloucks@spokanepolice.org</a> 625-4055
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Jennifer Hammond
<b>Committee(s) Impacted:</b>	Public Safety & Community Health Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of Police jumpsuit value blanket.
<b>Background/History:</b> Spokane Police Department would like to establish a contract with Galls LLC, DBA, Blumenthal Uniforms Co. for the purchase of Jumpsuits. These jumpsuits are essential gear for police officers. VB term is October 1, 2019 through October 1, 2020 with 4 one-year renewal options. Estimated yearly VB amount is \$150,000.00, which includes alterations and tax.	
<b>Executive Summary:</b>	
<u>Impact</u>	
<ul style="list-style-type: none"> <li>The Jumpsuit contract will provide police officers with essential duty gear.</li> </ul>	
<u>Action</u>	
<ul style="list-style-type: none"> <li>Recommend approval of a contract for the purchase of jumpsuits.</li> </ul>	
<u>Funding</u>	
<ul style="list-style-type: none"> <li>Funding for this contract is in the police department's budget.</li> </ul>	
<b>Budget Impact:</b>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If new, specify funding source:	
Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b>	
Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Specify changes required:	
Known challenges/barriers:	



1340 Russell Cave Road  
Lexington, KY 40505

March 18, 2019

Spokane Police Department – Purchasing  
1100 W. Mallon Avenue  
Spokane, WA 99260

RE: RFP# 776-19 Spokane Police Department Jumpsuits

To Whom It May Concern:

Galls, LLC (“Galls”) is excited about the opportunity to service Spokane Police Department and look forward to becoming a key partner if awarded the contract. Galls has been in business for over 50 years servicing public safety market; specializing in law, fire, security, corrections, emergency medical services, federal government, military, postal, corporate, and transit uniforms and equipment. More than 68% of all law agencies nationwide make purchases from Galls. We are **proud to serve** America’s public safety professionals.

Galls’ Corporate Office and Primary Distribution Center is located at 1340 Russell Cave Road, Lexington, KY 40505. In addition to the primary location, Galls has a local location that will be used to serve Spokane Police Department. This is located at 1306 North Howard, Spokane, WA 99201.

Galls is a limited liability company with no current or former City employees employed by or on our governing board as of March 14, 2019 or during the previous twelve (12) months.

Galls acknowledges that we will comply with all terms and conditions set forth in this Request for Proposals, unless otherwise agreed by the City.

We appreciate the consideration and look forward to servicing Spokane Police Department for the duration of the contract.

Regards,

A handwritten signature in blue ink, appearing to read 'D. Means'.

Douglas Means  
Chief Operating Officer  
Galls, LLC

# ATTACHMENT A

## PRICING AND PRODUCT INFORMATION FORM

IRFP NAME: Police Jumpsuits

IRFP NO: 4503-18

The purpose of this Request for Proposals is to invite sealed Proposals to supply The City of Spokane Police Department with Uniforms and related required services. Products and quantities are estimates only for evaluation purposes and products may be added or deleted during contract term.

Unit prices are to include all costs and expenses including freight, travel, fitting, etc. to be charged for performing the services necessary to accomplish the objectives of the contract.

LINE ITEM	DESCRIPTION	MANUFACTURER #	UNIT PRICE
1	SUMMER WEIGHT POLICE JUMPSUIT	LWTWEAVEJSBK	\$447.80
2	ALL SEASON POLICE JUMPSUIT	MWSCOELERJSBK	\$517.95
3	WINTER WEIGHT POLICE JUMPSUIT	HWSCOELERJSBK	\$537.35
4	TASER POCKET M26,X26,X26P,X2, TASER 7	JSTASERPKT	M26 \$29.85 X26 \$29.85 X2 \$37.35 X26P \$37.35
5	BADGE TAB	JSBADGETAB	\$7.10
6	KNIFE POCKET	JSKNIFEPKT	\$3.75
7	FLIP PHONE POCKET	JSFLIPPHONEPKT	\$11.95*
8	SMART PHONE POCKET	JSSMARTPHONEPKT	\$11.95*
9	BODYCAMERA POCKET	TASER AXON CAM	14.95
10	SINGLE ENTRY SIDE CARGO POCKET	JS1SIDECARGOPKT	\$18.65*
11	DOUBLE ENTRY SIDE CARGO POCKET	JS2SIDECARGOPKT	\$37.30*
12	SAP POCKET INSERT	JSSAPPKTINSERT	\$11.95*
13	ZIPPERED CALF POCKET	JSZIPPEREDCALFPKT	\$14.95*
14	INSIDE LEG ZIPPERS	JSINSIDELEGZIPPERS	\$1.50
15	NASTANSKY ZIPPER (FEMALES)	JSNASTNSKYZIPPER	\$26.90
16	EPAULETS PAIR	JSEPAULETS	\$13.45

\*price quoted is for a single pant leg

LINE ITEM	DESCRIPTION	MANUFACTURER #	UNIT PRICE
17	KNEE PAD POCKETS (PAIR)	JSKNEEPADPKTS	\$14.95
18	KNEE PADS (PAIR)	59008-019	\$9.85
19	DOOR POPPER POCKET	JSDOORPOPPERPKT	\$11.95*
20	E COLLAR POCKET (K9 OFFICERS)	JSECOLLARPKT	\$1.50*
21	CALF KNIFE POCKET	JSCALFKNIFEPKT	\$3.75*
22	OUTSIDE ACCESS NAPOLEON	JSO/SACCESSNAPLEON	\$10.45*
23	BELT LOOPS	JSBELTLOOPS	\$4.15
24	VELCRO KEEPERS	JSVELCROKEEPERS	\$2.05
25	CUSTOM KEEPERS	JSCUSTOMKEEPERS	\$6.75
26	PRINT PANELS	JSPRINTPANELS	\$22.40
27	TOURNIQUET POCKET	JSTOURNIQUETPKT	\$10.45*
28	ADDITIONAL MIC TAB	JSADDITIONALMICTB	\$4.50*
29	KONG POCKET (K9 OFFICERS)	JSKONGPKT	\$9.00*
30	JUMPSUIT TENNIS BALL POCKET (K9 OFFICERS)	JSTENNISBALLPKT	\$9.00*
31	RADIO POCKET	JSRADIOPKT	\$4.50*
32	ZIPPERED CELL POCKET	JSZIPPEREDCELLPKT	\$10.45*
33	SNAP SHOULDER MIC TAB	JSSNAPSHLDRMICTAB	\$7.50*
34	SNAP CROSS CHEST MIC TAB	JSSNAPCROSSCHESTMICTAB	\$7.50
35	FOREARM ID POCKET	JSFOREARMIDPKT	\$7.50*
36	ZIPPERED DOCUMENT POCKET	JSZIPDOCUMENTPKT	\$9.00*
37	NOTEBOOK POCKET	JSNOTEBOOKPKT	\$7.50*
38	MOVE THIGH POCKETS TO SIDE OF LEGS	JSMOVETHIGHPKT	\$6.00*
39	ADD SUSPENDERS	JSADDSUSPENDERS	\$0.00

\*price quoted is for a single pant leg



# ATTACHMENT B

## MINIMUM SPECIFICATION FORM

The City of Spokane reserves the right to accept or reject any variance from the published specifications and to award in a manner that is most advantageous to the continued operation of the City. Items identified as equivalent will be evaluated by the City and the City will determine if item meets specifications. Sample uniforms must be provided at no cost during evaluation of Proposals as listed in paragraph 4.5. Jumpsuits will be evaluated based on information provided in minimum specifications form, samples and additional information supplied for quality, comfort, durability, uniformity, etc. Use additional paper to provide information about jumpsuits and submit with form.

**A. “To Be Supplied” Column**

Firm will initial when the product offered is equal to or better than the individual specification. State your exact capabilities if different from specification stated or a tolerance given.

**B. “Exceptions” Column**

Explain all exceptions to specification as stated. NOTE: All equivalents (substitutes) require explanation. (Use additional paper with reference to item number and respective question (number) if there is not adequate space on table below.

MINIMUM SPECIFICATIONS CALLED FOR	TO BE SUPPLIED	EXCEPTIONS
1. Fluid resistant fabric	X	
2. Polyester stretch woven fabric that has been impregnated with water and soil repellent and a moisture management finish. Must have 10% Elastane.	X	
3. Uniformity of material	X	
4. Black in color	X	
5. Ability to be custom fitted to each officer	X	
6. Equipped with Taser pocket to non-gun hand	X	
7. Equipped with under arm zip vents with stretch mesh fabric lining.	X	
8. Repairable-large tears, large areas of battery acid, road flare damage, etc.	X	
9. Equipped with belt loops/microphone loop	X	
10. Able to stitch or embroider name, badge, and rank insignia	X	

11. Knee pads	X	
12. Versatile pocket placement per Department specifications	X	
13. Sewn on Taser pocket with expandable pocket insert. Taser pocket must have safety features. Velcro on the outside Taser pocket.	X	
14. Two zipper rear pockets	X	
15. Two flashlight pockets-one at each side leg	X	
16. Two slack type front thigh pockets	X	
17. Two blouse type hidden zipper chest pockets	X	
18. Waist reinforcement	X	
19. Zip off sleeves	X	
20. One knife pocket below outer knee pocket optional left or right leg – K9	X	
21. Ability to manufacture a minimum of 75 suits per order	X	
22. Two zipper mid outer calf pockets – K9	X	
23. One year warranty for defective products	X	
24. Delivery with all customization within 45 working days of order placement.	X	
25. Need to provide local tailor for fittings, repairs and alterations within Spokane County and maintain that contract. Contract to include invoicing the City for local tailor upon request of the City. Give name of Company.	X	
26. Establish and maintain a personnel garment size file within 60 days of award.	X	
27. Sample of jumpsuit in size X-Large and Large submitted upon request during bid evaluation at no cost to City to be delivered within five (5) working days of request.	X	



**Technical Proposal**

Galls, LLC (“Galls”) Offers Spokane Police Department a 360° Solution



**Work Plan**

Galls has assembled the best team of dedicated professionals to serve your uniform needs. Spokane Police Department personal contact and the Galls’ account manager will coordinate with our merchandisers and buyers to make sure Galls meets your uniform criteria for comfort, performance, and design. Having a personal contact allows you to focus on public safety and Galls will monitor the process and fulfillment of your products.

**Galls confirms we can supply all items outlined in the RFP; with exception to any products that have been discontinued or are obsolete. In this instance equal to or better than items have been identified and quoted.**

**Additionally, Galls confirms that we can meet all services outlined in the Service Requirements**



Spokane Police Department  
RFP# 776-19 – Police Jumpsuits  
Galls, LLC Response

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### **Delivery Schedule**

Galls can meet the delivery schedule as outlined in the RFP, including responding to requests for fitting and emailed or called in issues within three (3) days, providing individual orders within forty-five (45) days of ordering (with the exception of special orders), and completing repairs and alterations within one (1) week after item request and submission.

### **Tailoring, Altering, and Repairing**

Galls can provide all tailoring, altering, and repairing out of our local branch in Spokane, WA. Our branch is located at 1306 North Howard, Spokane, WA 99201. Galls provides experienced personnel at the location to fulfill your needs.

### **Full Spectrum In-House Uniform Services:**

No one can compare to our full spectrum of in-house customization options for apparel and gear.

### **Brands You Depend on:**

As a public safety professional, your gear must perform. After all, it may mean the difference between life and death. That's why Spokane Police Department can count on Galls to offer only top-quality products. But we don't do it all alone.

Galls partners with public safety leaders in manufacturing including brands such as ASP, Bates, BlackHawk, Elbeco, 5.11 Tactical, Flying Cross, Tru-Spec, Under Armour, Point Blank, Paraclete, and yes we apply our 50 years of knowledge and customer feedback to the Galls brand.



### **Broadest Product Selection:**

Galls is Spokane Police Department's reliable source for quality, in-stock public safety equipment and apparel. Like you, we're quick, efficient, and effective. Galls understands that the demanding needs of your profession drive your purchasing decisions, so we demand the quality gear you require to do your job. As the public safety industry leader, we pride ourselves on having the largest inventory in the industry. However, your options do not end with our inventory; Galls will leverage our experience and knowledge to find the products you require in the rare event we do not inventory the item or brand. Galls will special order product for Spokane Police Department as requested in Section 4.3.1.



Spokane Police Department  
RFP# 776-19 – Police Jumpsuits  
Galls, LLC Response

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### **Huge In-Stock Inventory and Rapid Fulfillment:**

Galls has the largest on-hand inventory in the public safety industry – period! This means less backorders, faster service and faster delivery. Galls also has the right inventory to match the market trends, so you are always ordering the latest and best in the industry.

### **Warranty and Replacement Policy**

All products will fall under the manufacturer's standard warranties. In addition, Galls offers a "no hassle guarantee" on returned merchandise. This means if Spokane Police Department is unhappy for any reason with your purchase, you can return it to Galls for an exchange or refund. This does not apply to a non-Galls error on a personalized (embroidered, heat press, etc.) garment.

### **Project Approach/Methodology**

#### **Order Placement Process (eEquip)**

Spokane Police Department will have the option to place orders by coming in to the store, via fax, email or phone.

The Spokane store is open Monday – Friday 9:00 am – 5:30 pm.

At the discretion of Spokane Police Department, Galls will provide a fully customized Online Ordering System ("eEquip"). eEquip is a real time, secure online ordering system which is fully integrated into the Galls ERP platform. eEquip reduces keying errors and provides for a seamless flow of orders from the Spokane Police Department customized site to the Galls warehouse management system.

Galls will work closely with our manufacturers to obtain product quickly to maintain compliance with Spokane Police Department delivery requirements.

### **Galls will make no substitutions on any order unless provided prior approval from Spokane Police Department.**

Galls currently operates more than 4,300 eEquip sites nationwide, covering departments and agencies of all sizes between 25 and 100,000 users.

(Remainder of page intentionally left blank)



Spokane Police Department  
RFP# 776-19 – Police Jumpsuits  
Galls, LLC Response

**eEquip capabilities will include:**

- Secure online ordering system
  - Site only accessible by username/password as assigned by Spokane Police Department
- Mobile device capability
- Spokane Police Department specific configuration
- Product offering management
  - Spokane Police Department products only
  - Products by employee group
- Optional shop full catalog feature
- Integrated with Galls ERP system
- Flexible On-Demand Reporting



eEquip Sample Site

**Returns**

Galls strives to be a partner to our contract customers. If any item is a Galls mistake, we will provide a return shipping label at no charge and accept the return. If the mistake is made in the ordering process from Multnomah County, Galls will most always return non-customized goods and will give consideration on customized goods.

**Exchanges and Cancellations**

Galls will exchange any non-altered (i.e. hemmed/embroidered) merchandise for the correct size. Galls will cancel orders that have not been altered, or in the event of custom merchandise that is on order, Galls will cancel the merchandise if the manufacture allows the cancellation.

**Warranty**

Galls will honor all manufacturer warranties.

**Delivery System**

Galls will deliver all items within 45 days or less unless receiving prior approval for a delay from Spokane Police Department.

Galls offers in-store pick up of orders for Spokane Police Department. Galls will ship all orders via common carrier or other shipping options upon request from Spokane Police Department.



## **Accounting System**

Galls has a full service “in house” accounting and finance department and will work closely with the Spokane Police Department to meet specific needs and make your billing process with Galls seamless.

### *Electronic Billing Options*

Billtrust can email, fax, or USPS invoices automatically and daily. Statements are generated once a month and go out the same way. Non-customized invoices can be emailed individually or strung together and sent in one email from Billtrust.

Customized invoices are manually generated and can be emailed, faxed, or USPS bi-monthly or monthly. Statements can be generated mid-month or at requested intervals. This is essentially a download of current account balance information in excel format. Customized invoices are almost always strung together and manually emailed to customers.

Non-customized invoices- the Billtrust Gateway can be activated so customers can print their own statements and invoices for up to two years. After two years, invoices/statements are not available on Billtrust, but invoices can be requested from Galls, and Galls can provide this information. Statements older than two years are not retained by Billtrust or Galls.

### *Customized Billing Options*

- Can have electronic signature capture of orders picked up at the retail/service centers
- Can have up to 3 customizable fields (15 characters) printed on invoice
- Can have contract descriptions printed after our item description
- Can have contract line numbers printed on invoice

Billtrust or customized invoices (not picked up) have UPS or USPS tracking numbers (except of drop ship – items shipped from vendors directly). For orders where “shopping for” feature is selected, only customized invoices (GQ) has the feature at this time. Ticket open to have Billtrust invoicing to mirror.

“Invoice notes” entered on eEquip websites will print on both Billtrust and customized invoices (50 characters) – must be turned on at the website level and will say whatever is typed in by customer during order entry.



Spokane Police Department  
RFP# 776-19 – Police Jumpsuits  
Galls, LLC Response

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## **Reporting Capabilities**

Galls has the capability to create a variety of custom reports that will meet the needs of Spokane PD. eQuip gives Spokane PD the ability to easily extract this data and run the reports On-Demand. Below is an example of several reports Galls runs regularly and consistently.

- Allotment Activity Report
- Order History Sales Report
- Itemized Sales Report
- Backorder Report
- Open Direct Ship Report
- Sales by Product Type





Spokane Police Department  
RFP# 776-19 – Police Jumpsuits  
Galls, LLC Response

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## **Management Proposal**

### **Project Management**

The following teams at Galls will be assigned to serve the Spokane Police Department to meet your IRFP requirements, delivery service levels, and provide dynamic working relationship.

### **Sales Team –**

This team consists of seasoned individuals who understand the complex needs of your program and can offer world class customer service. This team will assist with all fit session needs and will be the day-to-day contact for your business.

- Kiley Lyons, Regional Account Executive (lead contact)  
509-979-6650, [Lyons-Kiley@galls.com](mailto:Lyons-Kiley@galls.com)  
Kiley has been with Galls/Blumenthal Uniforms for over 12 years assisting public safety agencies in Washington with uniform needs.
- Bryan Lynch, Managed Account Representative  
859-800-1326, [Lynch-Bryan@galls.com](mailto:Lynch-Bryan@galls.com)  
Bryan has been with Galls since 2005 working out of the Corporate Office. He has 13 years' experience in account management, customer service, logistics, and product knowledge.
- Dave House, Senior Sales Director  
562-522-2313, [House-Dave@galls.com](mailto:House-Dave@galls.com)
- Chris Bennett, Store Manager  
509-523-1104, [Bennett-Chris@galls.com](mailto:Bennett-Chris@galls.com)

### **Contract Management Team –**

This team helps support Sales efforts on the backend side of the business to ensure that all operations are meeting your expectations (products, websites, and contract compliance).

- Elise Dahlke, Contract Management Specialist  
859-800-1189, [Dahlke-Elise@galls.com](mailto:Dahlke-Elise@galls.com)
- Fatim Keita, Contract Management Specialist  
859-800-1401, [Keita-Fatoumata@galls.com](mailto:Keita-Fatoumata@galls.com)
- Tiffany Brewer, Senior Manager of Contract Compliance  
859-800-1406, [Brewer-Tiffany@galls.com](mailto:Brewer-Tiffany@galls.com)

### **Senior Management Team -**

- Michael Wessner, Chief Executive Officer
- Douglas Means, Chief Operating Officer
- Jim Dugan, Chief Revenue Officer



### Experience of the Firm

Galls has many long-standing contracts across the United States with agencies of all sizes. Galls has three dedicated distribution centers and over 80 branch operations, consisting of contract service centers and retail storefronts. We have approximately 750 formal contracts that we service daily from one or more of our 80+ locations.

Galls is the leading distributor of products from **over 1600 suppliers**. As the public safety industry leader, we pride ourselves on having the largest inventory in the industry. This means less backorders, faster service, and faster delivery.



\*Remainder of page intentionally left blank\*



Spokane Police Department  
RFP# 776-19 – Police Jumpsuits  
Galls, LLC Response

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Galls has been in business for more than 50 years servicing the public safety market; specializing in law, fire, security, corrections, emergency medical services, federal government, military, postal, and transit uniforms and equipment. Galls employs more than 1600 employees. Galls generates over \$350,000,000 in annual sales by servicing over one million individuals and 68% of all public safety agencies annually. We are **proud to serve** America's public safety professionals.

- Founded in 1967
- Purchased by ARAMARK (1995)
- Acquired Long Beach Uniform (2002)
- Launched first custom website (2004)
- Purchased by CI Capital Investment Group (2011)
- Acquired Quartermaster Uniforms (2012)
- Acquired Roy Tailors of Cincinnati/Columbus, OH (2013)
- Acquired Best Uniforms (2014)
- Acquired Blumenthal Uniforms (2014)
- Acquired Lone Star Uniforms (2014)
- Acquired AK Uniforms & Equipment Co. (2015)
- Acquired Sterling's Public Safety Inc. (2015)
- Acquired A.M.E.'S Uniforms (2015)
- Acquired U.S. Calvary (2016)
- Acquired Apparel Sewn Right (ASR) (2016)
- Acquired Alamar Uniforms (2016)
- Acquired Rosen's Uniforms (2016)
- Acquired Azar's Uniforms (2016)
- Acquired Neve's Uniforms (2016)
- Acquired Uniforms Unlimited (2016)
- Acquired Arslan Uniforms (2017)
- Acquired Patriot Outfitters, LLC (2017)
- Acquired Carpenter Uniforms (2017)
- Acquired Carpenter Uniforms and Promotional Products (2017)
- Acquired Red the Uniform Tailor (2017)
- Purchased by Charlesbank Capital Partners, LLC (2018)
- Acquired KEEPRS, Inc. (2018)
- Acquired Miller Uniforms and Emblems, Inc. (2018)
- Acquired Cruse Uniforms & Equipment, Inc. (2018)
- Acquired Lark Uniforms (2018)
- Acquired Samzie's Uniforms (2018)



Spokane Police Department  
RFP# 776-19 – Police Jumpsuits  
Galls, LLC Response

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## References

Washington State Patrol  
Jeff Speer  
8543 Armstrong Road Southwest  
Tumwater, WA 98445  
Contract Number: 06810  
Contract Dates: 11/1/2011-7/1-2019  
Phone: 360-704-5451  
Email: [jeff.speer@wsp.wa.gov](mailto:jeff.speer@wsp.wa.gov)

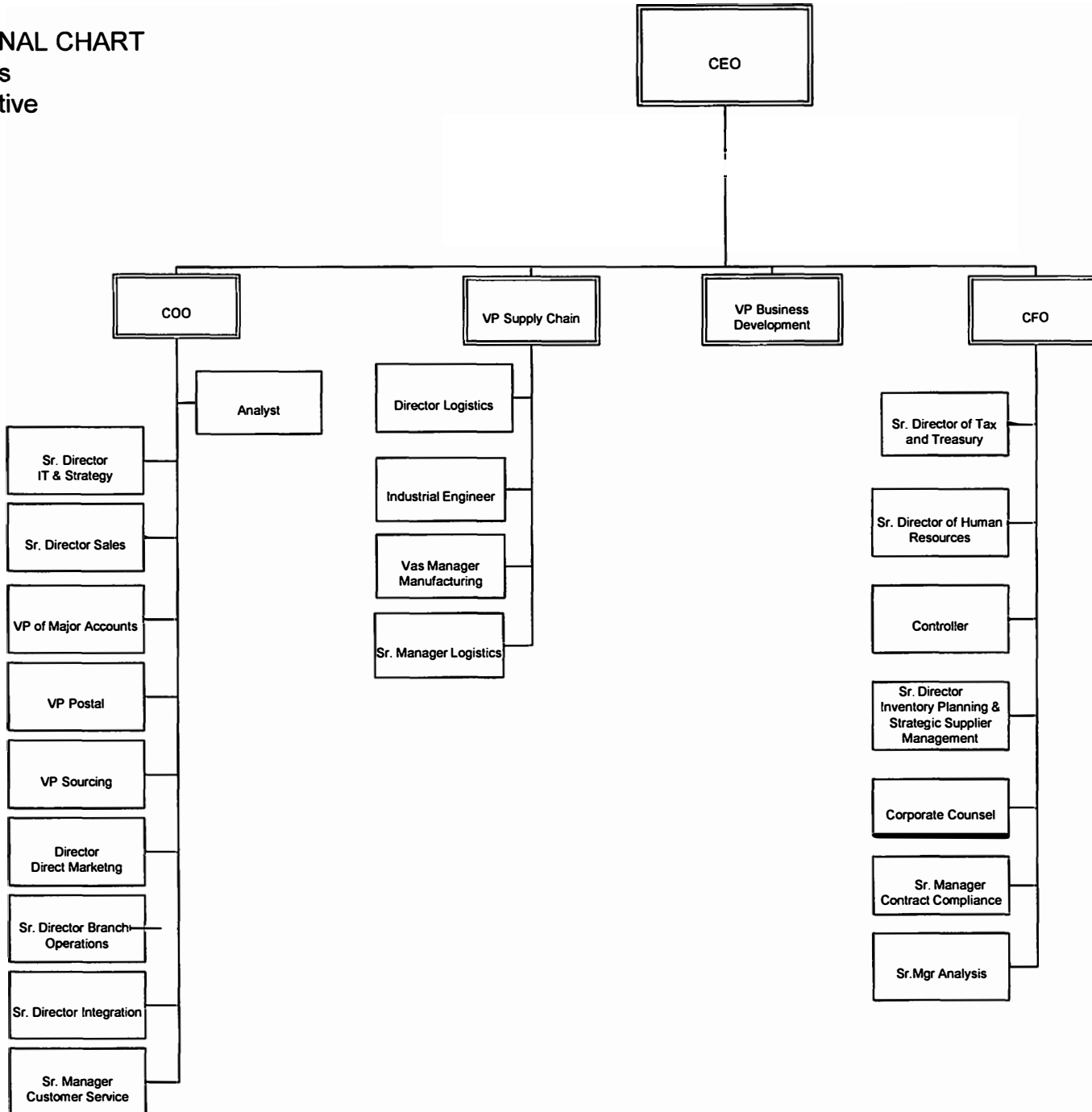
Los Angeles Sheriff's Department  
George Joseph  
14205 Telegraph Road  
Contract Number: MA-IA-1540129  
Contract Dates: 1/15/2015-1/14/2020  
Phone: 562-347-4540  
Email: [grjoseph@lasd.org](mailto:grjoseph@lasd.org)

Vancouver Police Department  
Allen Carman  
PO Box 1995  
Vancouver, WA 98668  
Phone: 360-487-7495  
Email: [allen.carman@cityofvancouver.us](mailto:allen.carman@cityofvancouver.us)

## Related Information

Galls, LLC does not have any contracts that were terminated for default in the last five years.

ORGANIZATIONAL CHART  
Galls  
Executive





1340 Russell Cave Road  
Lexington, KY 40505

### **Galls, LLC Standard Warranty**

All products will fall under the manufacturer's standard warranties. In addition, Galls offers a "No Hassle Guarantee" on returned merchandise. This means that if you are unhappy for any reason with your purchase, you may return it to Galls for an exchange or refund within 1 year from purchase date.

All ballistic and stab resistant material will have a five-year warranty from the purchase date. Upon timely notice, Manufacturer will repair or replace any vest/plate in which, after examination by Manufacturer, Manufacturer determines there is a manufacturing defect.

The outer shell carriers are warranted to be free from manufacturing defects for 24 months from the date of purchase.



**Agenda Sheet for City Council Meeting of:**  
10/21/2019

<u>Date Rec'd</u>	10/9/2019
<u>Clerk's File #</u>	OPR 2019-0889
<u>Renews #</u>	

Submitting Dept	WATER & HYDROELECTRIC SERVICES	Cross Ref #	OPR 2004-0586,
Contact Name/Phone	DAN KEGLEY 625-7821	Project #	
Contact E-Mail	DKEGLEY@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	4100 - POWER PURCHASE AGREEMENT-UPRIVER DAM TO SELL SUPLUS		

Agenda Wording

Contract for City of Spokane Upriver Hydroelectric Project to sell surplus power to Avista Corporation beginning November 1st, 2019 through October 31st 2024.

Summary (Background)

The existing Power Purchase Agreement (PPA) between the city and Avista began January 1, 2012 and expires December 31, 2019. It is advantageous for the City to enter into an extension of the PPA with Avista by November 1, 2019 to secure the current rates available, which are substantially higher than the revised tariff that Avista is planning to file early November 2019. After power and pumping costs at Upriver Project are satisfied, total annual revenue expected is \$2.1 million.

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

Revenue	\$ 2,100,000	# 4100-42460-33060-34330
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	BURNS, STEVE	<u>Study Session</u>	
<u>Division Director</u>	FEIST, MARLENE	<u>Other</u>	UE 10/14/19
<u>Finance</u>	ALBIN-MOORE, ANGELA	Distribution List	
<u>Legal</u>	DALTON, PAT	sjohnson@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	colsen@spokanecity.org	
<u>Additional Approvals</u>		eschoedel@spokanecity.org	
<u>Purchasing</u>		sburns@spokanecity.org	
		steve.trabun@avistacorp.com	
		aalbinmoore@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Pricing is utilizing Washington State Contract Number: 01114 - NASPO Master Contract Number: AR233(14-19). Term is November 1, 2019-April 30, 2021 for SmartNet maintenance and support contract. Term is November 1, 2019-October 31, 2024 for DNA licensing.

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List






# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/28/2019

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

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

<b>PRODUCER</b> Willis of New York, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> PHONE (A/C No. Ext): 1-877-945-7378	FAX (A/C, No): 1-888-467-2378
	<b>E-MAIL ADDRESS:</b> certificates@willis.com	
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> QBE Insurance Corporation	39217	
<b>INSURER B:</b> General Casualty Company of Wisconsin	24414	
<b>INSURER C:</b> Praetorian Insurance Company	37257	
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		
<b>INSURED</b> Galls, LLC 1340 Russell Cave Rd. Lexington, KY 405053114		

**COVERAGES**      **CERTIFICATE NUMBER:** W10269587      **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:			CGA1331044	03/01/2019	03/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY			CBA1331044	03/01/2019	03/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ 10,000			CCU1331044	03/01/2019	03/01/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	CWC1331044	03/01/2019	03/01/2020	<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

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

Certificate holder is included as an Additional Insured as respects to General Liability, Auto Liability and Umbrella/Excess Liability as required by written contract.

## CERTIFICATE HOLDER

Proof of Insurance

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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**Agenda Sheet for City Council Meeting of:**  
10/21/2019

<u>Date Rec'd</u>	10/9/2019
<u>Clerk's File #</u>	OPR 2019-0893
<u>Renews #</u>	

<u>Submitting Dept</u>	POLICE	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	ERIC OLSEN 835-4505	<u>Project #</u>	
<u>Contact E-Mail</u>	EOLSEN@SPOKANEPOLICE.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	
<u>Agenda Item Name</u>	1620 - REGISTERED SEX OFFENDER PROGRAM (RSO FY2019-2020)		

Agenda Wording  
To accept funding from the Spokane County Sheriff's Office (SCSO) for the 2019-2020 Registered Sex Offender Address Verification Program - RSO. This is an on-going program funded by the Washington Association of Sheriffs and Police Chiefs.

Summary (Background)  
The Spokane Police Department has a full time detective assigned to the RSO program. The grant pays for the detective's salary up to \$57,000.00. The remainder of the funds - \$3,000.00 goes to training.

<u>Fiscal Impact</u>	Grant related? YES	<u>Budget Account</u>
	Public Works? NO	
Expense \$ 60,000.00		# 1620-91774-21250-VARIOUS
Revenue \$ 60,000.00		# 1620-91774-2120-33469-99999
Select \$		#
Select \$		#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	LUNDGREN, JUSTIN	<u>Study Session</u>	PSCHC Meeting 10/07/2019
<u>Division Director</u>	KING, KEVIN	<u>Other</u>	
<u>Finance</u>	SCHMITT, KEVIN	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	spdfinance	
<u>For the Mayor</u>	ORMSBY, MICHAEL	sstopher	
<u>Additional Approvals</u>		sbrown	
<u>Purchasing</u>		Contract Accounting	
<u>GRANTS &amp; CONTRACT MGMT</u>	BROWN, SKYLER		

**AGREEMENT BETWEEN SPOKANE COUNTY AND CITY OF SPOKANE  
POLICE DEPARTMENT IN CONJUNCTION WITH THE  
REGISTERED SEX OFFENDER ADDRESS AND RESIDENCY  
VERIFICATION PROGRAM FY19 GRANT**

<b>1. Grantee</b> City of Spokane Spokane Police Department Public Safety Building 1100 W. Mallon Spokane, WA 99201		<b>2. Contract Amount</b>  \$60,000	<b>3. Tax ID#</b> 91-6001280
			<b>4. DUNS#</b> 115528189
<b>5. Grantee Representative</b> Jennifer Hammond, Director City of Spokane Spokane Police Department, Police Business Services Public Safety Building 1100 W. Mallon Spokane, WA 99201 (509) 625-4056 jhammond@spokanepolice.org		<b>6. County's Representative</b> Kari Grytdal Office of Financial Assistance 1116 W. Broadway Spokane, WA 99260 (509) 477-7273 kgrytdal@spokanecounty.org	
<b>7. Grantor ID#</b>	<b>8. Original Grant ID#</b> RSO 19-20 Spokane	<b>9. Start Date</b> 07/01/19	<b>10. End Date</b> 06/30/20
<b>11. Funding Authority:</b> Washington Association of Sheriffs and Police Chiefs			
<b>12. Federal Funds (as applicable)</b> N/A	<b>13. CFDA #</b> N/A	<b>14. Federal Agency:</b> N/A	
<b>15. Contractor Selection Process:</b> (check all that apply or qualify) <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E Services <input type="checkbox"/> Competitive Bidding <input checked="" type="checkbox"/> Pre-approved by Funder		<b>16. Contractor Type: (check all that apply)</b> <input type="checkbox"/> Private Organization/Individual <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> VENDOR <input checked="" type="checkbox"/> SUBRECIPIENT <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> For-Profit	
<b>17. Grant Purpose: To verify the address and residency of all registered sex offenders and kidnapping offenders under RCW 9A.44.130.</b>			
<b>18. COUNTY and the CITY, as identified above, acknowledge and accept the terms of this AGREEMENT and attachments and have executed this AGREEMENT the date below to start as of the date and year referenced above. The rights and obligations of both parties to this AGREEMENT are governed by this AGREEMENT and the following other documents incorporated by reference: (1) General Terms and Conditions, (2) Attachment "A" Scope of Work, and (3) Attachment "B" Budget.</b>			
<b>FOR THE GRANTEE:</b>		<b>FOR COUNTY:</b>	
Signature _____	Date _____	Signature _____	Date _____
Name _____		Name _____	
Title _____		Title _____	

(FACE SHEET)

## **SECTION NO. 1: SERVICES**

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

## **SECTION NO. 2: COMPENSATION**

The COUNTY shall reimburse the CITY an amount not to exceed the amount set forth in Attachment "B" Budget, attached hereto and incorporated herein by reference for the performance of all things necessary for or incidental to the performance of Scope of Work as set forth in Attachment "A". The CITY's reimbursement for services set forth in Attachment "A" shall be in accordance with the terms and conditions set forth in the Budget attached hereto as Attachment "B" and incorporated herein by reference. Invoices must be submitted with appropriate supporting documentation, including time and labor certifications, timesheets, copies of receipts, etc., as directed by the COUNTY's representative designated hereinafter. Requests for reimbursement by the CITY shall be made quarterly and are due on or before the following: October 15, 2019 (for the preceding July 1-September 30 period), January 10, 2020 (for the preceding October 1-December 31 period), April 15, 2020 (for the preceding January 1-March 31 period), and July 15, 2020 (for the preceding April 1-June 30 period). The October to December's reimbursement **request must be received no later than January 10<sup>th</sup>** to be allowable under this AGREEMENT. **Failure to do so, may result in the County's refusal to pay the request for reimbursement based upon a finding of unsatisfactory compliance of the contractual terms.**

In conjunction with each reimbursement request, the CITY shall certify that services to be performed under this AGREEMENT do not duplicate any services to be charged against any other grant, subgrant, or other funding source. A reimbursement voucher is provided and is required for requests for payment.

Requests for reimbursement shall be submitted to:

Celia Peterson  
Senior Accountant and Budget Coordinator  
Spokane County Sheriff's Office  
1100 West Mallon Avenue  
Spokane, WA 99260-0300

Payment shall be considered timely if made by COUNTY within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the CITY. No payments in advance of or in anticipation of goods or services to be provided under this AGREEMENT shall be made by COUNTY.

## **SECTION NO. 3: TERM**

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

#### **SECTION NO. 4: RELATIONSHIP OF THE PARTIES**

The PARTIES intend that an independent contractor relationship will be created by this AGREEMENT. The COUNTY is interested only in the results that can be achieved and the conduct and control set forth in Section No. 1 and described in Attachment “A” will be solely with the CITY. No agent, employee, servant or otherwise of the CITY shall be deemed to be an employee, agent, servant, or otherwise of the COUNTY for any purpose, and the employees of the CITY are not entitled to any of the benefits that the COUNTY provides for COUNTY employees. The CITY will be solely and entirely responsible for its acts and the acts of its agents, employees, servants, and subcontractors or otherwise, during the performance of this AGREEMENT.

#### **SECTION NO. 5: VENUE STIPULATION**

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

#### **SECTION NO. 6: COMPLIANCE WITH LAWS**

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

- A. Audits – 2 CFR Part 200;
- B. Labor and Safety Standards – Convict Labor 18 U.S.C. 751, 752, 4081, 4082; Drug-Free Workplace Act of 1988, 41 USC 701 et seq.; Federal Fair Labor Standards Act 29 U.S.C. 201 et seq.; Work Hours and Safety Act of 1962 40 U.S.C. 327-330 and Department of Labor Regulations, 29 CFR Part 5;
- C. Laws Against Discrimination – Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101-07, 45 CFR Part 90 Nondiscrimination in Federally Assisted Programs; Americans with Disabilities Act of 1990, Public Law 101-336; Equal Employment Opportunity, Executive Order 11246, as amended by Executive Order 11375 and supplemented in U.S. Department of Labor Regulations, 41 CFR Chapter 60; Executive Order 11246, as amended by EO 11375, 11478, 12086 and 12102; Employment under Federal Contracts, Rehabilitation Act of 1973, Section 503, 29 U.S.C. 793; Nondiscrimination under Federal Grants, Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794; Minority Business Enterprises, Executive Order 11625, 15 U.S.C. 631; Minority Business Enterprise Development, Executive Order 12432, 48 CFR 32551; Nondiscrimination and Equal Opportunity, 24 CFR 5.105(a); Nondiscrimination in benefits, Title VI of the Civil Rights Act of 1964, Public Law 88-352, 42 U.S.C. 2002d et seq, 24 CFR Part 1; Nondiscrimination in employment, Title VII of the Civil Rights Act of 1964, Public Law 88-352; Nondiscrimination in Federally Assisted Construction Contracts, Executive Order 11246, 42 U.S.C. 2000e, as amended by Executive Order 11375, 41 CFR Chapter 60; Section 3, Housing and Urban Development Act of 1968, 12 U.S.C. 1701u (See 24 CFR 570.607(b));

- D. Office of Management and Budget Circulars – 2 CFR Parts 200, 215, 220, 225, and 230;
- E. Other – Anti-Kickback Act, 18 U.S.C. 874; 40 U.S.C. 276b, 276c; 41 U.S.C. 51-54; Governmental Guidance for New Restrictions on Lobbying: Interim Final Guidance, Federal Register 1, Vol. 54, No. 243\Wednesday, December 20, 1989; Hatch Political Activity Act, 5 U.S.C. 1501-8; Lobbying and Disclosure, 42 U.S.C. 3537a and 3545 and 31 U.S.C. 1352 (Byrd Anti-Lobbying Amendment); Non-Supplantation, 28 CFR Sec. 90, 18; Section 8 Housing Assistance Payments Program; and
- F. Privacy – Privacy Act of 1974, 5 U.S.C. 552a.

**Washington State Laws and Regulations:**

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

**SECTION NO. 7: NON-DISCRIMINATION**

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

**SECTION NO. 8: AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336**

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

**SECTION NO. 9: NEW CIVIL RIGHTS PROVISION**

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

this AGREEMENT.

**SECTION NO. 10: SERVICES TO LIMITED-ENGLISH-PROFICIENT (LEP) PERSONS**

To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including interpretation and translation services, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing their programs and budgets and in conducting their programs and activities. Reasonable costs associated with providing meaningful access for LEP individuals are considered allowable program costs. Additional assistance regarding LEP obligations and information may be found at [www.lep.gov](http://www.lep.gov).

**SECTION NO. 11: NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

During the performance of this AGREEMENT, the CITY shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the CITY's noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this AGREEMENT may be rescinded, canceled or terminated in whole or in part, and the CITY may be declared ineligible for further agreements with the COUNTY. The CITY shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the dispute resolution provision of this AGREEMENT.

**SECTION NO. 12: PAY EQUITY**

The CITY agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- A. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job required comparable skill, effort and responsibility and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B. The CITY may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
  - 1. A seniority system; a merit system; a system that measures earning by quantity or quality of production; a bona fide job-related factor or factors, or a bona fide regional difference in compensation levels.
  - 2. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is consistent with business necessity, not based on or derived from a gender-based differential and accounts for the entire differential.
  - 3. A bona fide regional difference in compensation level must be consistent with business necessity, not based on or derived from a gender-based differential and account for the entire differential.

This AGREEMENT may be terminated if the COUNTY determines that the CITY is not in compliance with this provision.

### **SECTION NO. 13: TERMINATION FOR CAUSE/SUSPENSION**

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

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

"Termination for Cause" shall be deemed a "Termination for Convenience" when COUNTY determines that the CITY did not fail to comply with the terms of the AGREEMENT or when COUNTY determines the failure was not caused by the CITY's actions or negligence.

In the event of termination or suspension, the CITY shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original AGREEMENT and the replacement or cover agreement and all administrative costs directly related to the replacement agreement, e.g. cost of the competitive bidding, mailing, advertising and staff time.

### **SECTION NO. 14: TERMINATION FOR CONVENIENCE**

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

### **SECTION NO. 15: TERMINATION PROCEDURES**

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

- A. Stop work under the AGREEMENT on the date, and to the extent specified, in the notice;
- B. Place no further orders for materials, services, or facilities related to the AGREEMENT;
- C. Assign to COUNTY all of the rights, title, and interest of the CITY under the orders and subcontracts so terminated, in which case COUNTY has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts. Any attempt by the CITY to settle such claims must have the prior written approval of COUNTY; and
- D. Preserve and transfer any materials, AGREEMENT deliverables and/or COUNTY property in the CITY's possession as directed by COUNTY.

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



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

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

#### **SECTION NO. 16: COUNTY REPRESENTATIVE**

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

#### **SECTION NO. 17: NOTICES**

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

#### **SECTION NO. 18: HEADINGS**

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

#### **SECTION NO. 19: MODIFICATION**

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

#### **SECTION NO. 20: WAIVER**

No officer, employee, agent or otherwise of the COUNTY has the power, right or authority to waive any of the conditions or provisions to this AGREEMENT. No waiver of any breach of this AGREEMENT shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this AGREEMENT or at law, shall be taken and construed as cumulative that is, in addition to every other remedy provided herein or by law. Failure of the COUNTY to enforce at any time any of the provisions of this AGREEMENT, or to require at any time performance by the CITY of any provision hereof, shall in no way be construed to be a waiver of such provisions, nor in any way effect the validity of this AGREEMENT of any part hereof, or the

right of the COUNTY to hereafter enforce each and every such provision.

**SECTION NO. 21: INDEMNIFICATION**

To the fullest extent permitted by law, the CITY shall indemnify, defend and hold harmless the COUNTY, and all officials, agents and employees of the COUNTY, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage or expense, including but not limited to attorneys fees, attributable for bodily injury, sickness, disease, death or injury to or the destruction of tangible property including loss of use therefrom.

The CITY's obligation to indemnify, defend and hold harmless includes any claim by the CITY's agents, employees, representatives or any subgrantee/subcontractor or its employees.

The CITY expressly agrees to indemnify, defend and hold harmless the COUNTY for any claim arising out of or incident to the CITY's or any subgrantee's/subcontractor's performance or failure to perform under this AGREEMENT. The CITY's obligation to indemnify, defend and hold harmless the COUNTY shall not be eliminated or reduced by an actual or alleged concurrent negligence of the COUNTY or its agents, employees and/or officials.

The COUNTY shall protect, defend, indemnify, and hold harmless the CITY, its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property). The COUNTY will not be required to indemnify, defend, or save harmless the CITY if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the CITY.

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

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

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

**SECTION NO. 22: ALL WRITINGS CONTAINED HEREIN**

This AGREEMENT contains all the terms and conditions agreed upon by the PARTIES. No other understandings, oral or otherwise, regarding the subject matter of this AGREEMENT shall be deemed to exist or to bind any of the PARTIES hereto. The CITY has read and understands all of this AGREEMENT and now states that no representation, promise or condition not expressed in this AGREEMENT has been made to induce the CITY to execute the same.

**SECTION NO. 23: SEVERABILITY**

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

**SECTION NO. 24: EXECUTION AND APPROVAL**

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

**SECTION NO. 25: COUNTERPARTS**

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

**SECTION NO. 26: DISPUTE RESOLUTION**

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

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

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

**SECTION NO. 27: NO THIRD PARTY BENEFICIARIES**

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

**SECTION NO. 28: SURVIVAL**

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

## **SECTION NO. 29: INSURANCE**

The CITY is self-funded for its liability exposures including General Liability and Automobile Liability to the limits of \$1.5 million and Workers Compensation to the limits of \$1 million. Should a covered loss occur in the fulfillment of this AGREEMENT, the CITY shall provide payment under the terms of its self-funded insurance program.

All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. The COUNTY, its agents and employees need not be named as additional insureds under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insureds.

## **SECTION NO. 30: AUDIT**

### **A. General Requirements**

CITY shall procure audit services based on the following guidelines.

The CITY shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Subcontractors also maintain auditable records.

The CITY is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

The COUNTY reserves the right to recover from the CITY all disallowed costs resulting from the audit.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The CITY must respond to COUNTY requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

### **B. Federal Funds Requirement – 2 CFR Part 200**

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

- Grantor agency name
- Federal agency
- Federal program income
- Other identifying contract numbers
- Catalog of Federal Domestic Assistance (CFDA) number (if applicable)
- Grantor contract number
- Total award amount including amendments (total grant award)
- Current year expenditures

If the CITY is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the CITY in accordance with 2 CFR Part 200.

The CITY shall include the above audit requirements in any subcontracts.

In any case, the CITY's financial records must be available for review by the COUNTY and the Washington State Department of Commerce.

### C. Documentation Requirements

The CITY must send a copy of the audit report described above no later than sixty (60) days after the completion of the audit to the COUNTY representative identified in Section No. 2 COMPENSATION.

In addition to sending a copy of the audit, when applicable, the CITY must include:

- Corrective action plan for audit findings within three (3) months of the audit being received by the COUNTY.
- Copy of the Management Letter.

### **SECTION NO. 31: CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION – PRIMARY AND LOWER TIER COVERED TRANSACTION**

The CITY, defined as the primary participant and its principal, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:

- 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 AGREEMENT, been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or state antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state, or local) with commission of any of the offenses enumerated in paragraph (A)(2) of this section; and
- D. Have not within a three-year period preceding the signing of this AGREEMENT had one or more public transactions (Federal, state, or local) terminated for cause of default.

Where the CITY is unable to certify to any of the statements in this AGREEMENT, the CITY shall attach an explanation to this AGREEMENT.

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

The CITY further agrees by signing this AGREEMENT that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

**LOWER TIER COVERED TRANSACTIONS**

- a) The lower tier GRANTEE certifies, by signing this AGREEMENT that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b) Where the lower tier GRANTEE is unable to certify to any of the statements in this AGREEMENT, such GRANTEE shall attach an explanation to this AGREEMENT.

The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the COUNTY for assistance in obtaining a copy of these regulations.

**SECTION NO. 32: SUBCONTRACTORS**

The CITY shall seek and whenever appropriate will receive approval from the COUNTY for all subcontracts under this AGREEMENT. All subcontractors employed or used by the CITY to provide the services under the terms of this AGREEMENT agree to comply with all applicable sections of this AGREEMENT. The CITY shall notify the COUNTY’s representative of any subcontractor and certify that the subcontractor has been advised of the above provisions and has satisfied the Insurance provisions prior to providing any subcontracting services.

**SECTION NO. 33: ASSIGNMENT**

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

**SECTION NO. 34: ATTORNEYS' FEES**

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

**SECTION NO. 35: RECORDS MAINTENANCE**

The CITY shall maintain all books, records, documents, data and other evidence relating to this AGREEMENT and performance of the Services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this AGREEMENT. The CITY shall retain such records for a period of six years following the date of final payment.

At no additional cost, the CITY shall make available to the COUNTY, Washington State Auditor, federal and state officials so authorized by law, or their duly authorized representatives at any time during their normal operating hours, all records, books or pertinent information

which the COUNTY may be required by law to make part of its auditing procedures, an audit trail, or which may be required for the purpose of funding the services contracted for herein. The CITY shall provide access to its facilities for this purpose.

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

### **SECTION NO. 36: LOSS OF FUNDING**

In the event funding from state, federal, or other sources which is the source of funding by the COUNTY for this AGREEMENT is withdrawn, reduced, or limited in any way after the effective date of this AGREEMENT, and prior to normal completion, COUNTY may terminate the AGREEMENT under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the AGREEMENT may be amended to reflect the new funding limitations and conditions.

### **SECTION NO. 37: CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

"Confidential Information" as used in this section includes:

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

The CITY shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The CITY agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789(g) and 28 C.F.R. Part 22, which are applicable to collection, use and revelation of data of information. The CITY shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COUNTY or as may be required by law. The CITY shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the CITY shall provide COUNTY with its policies and procedures on confidentiality. COUNTY may require changes to such policies and procedures as they apply to this Grant whenever COUNTY reasonably determines that changes are necessary to prevent unauthorized disclosures. The CITY shall make the changes within the time period specified by COUNTY. Upon request, the CITY shall immediately return to COUNTY any Confidential Information that COUNTY reasonably determines has not been adequately protected by the CITY against unauthorized disclosure.

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

### **SECTION NO. 38: COPYRIGHT PROVISIONS**

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

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

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

The CITY shall exert all reasonable effort to advise COUNTY, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The CITY shall provide COUNTY with prompt written notice of each notice or claim of infringement received by the CITY with respect to any Materials delivered under this Grant. COUNTY shall have the right to modify or remove any restrictive markings placed upon the Materials by the CITY.

### **SECTION NO. 39: PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION**

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

### **SECTION NO. 40: REPORTING**

The CITY shall provide ongoing reporting to the Spokane County Sheriff's Office in accordance with the established format of the Spokane County Registered Sex Offender Program on the work performed. These reports should be submitted to:

**LT. Khris Thompson  
Program Manager  
Spokane County Sheriff's Office  
1100 West Mallon Avenue**



**SECTION NO. 41: POLITICAL ACTIVITIES**

Political activity of CITY employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501-1508. No funds may be used under this AGREEMENT for working for or against ballot measures or for or against the candidacy of any person for public office.

**SECTION NO. 42: PUBLICITY**

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

**SECTION NO. 43: TAXES**

All payment accrued on account of payroll taxes, unemployment contributions, the CITY's income or gross receipts, any other taxes, insurance or expenses for the CITY or its staff shall be the sole responsibility of the CITY.

**SECTION NO. 44: LICENSING, ACCREDITATION, AND REGISTRATION**

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

## **ATTACHMENT “A” SCOPE OF WORK**

This is an AGREEMENT to clearly identify the roles and responsibilities of the City of Spokane Police Department (hereinafter referred to as the CITY) as they relate to the Spokane County Registered Sex Offender Address and Residency Verification Program (hereinafter referred to as Spokane County RSO Program). As a grant-funded sub-recipient in accordance with this AGREEMENT and the Spokane County RSO Program, the CITY agrees to the following conditions:

1. The term of this AGREEMENT is the period within which the Spokane County RSO Program responsibilities will be performed. The term commences July 1, 2019 and terminates on June 30, 2020.
2. Funding from this grant must be used for the support of the Spokane County RSO Program to accomplish a public purpose.
3. The requirement of the Spokane County RSO Program is for face-to-face verification of a registered sex offender’s address at the place of residency:
  - a. For level I offenders, once every twelve (12) months;
  - b. For level II offenders, once every six (6) months; and
  - c. For level III offenders, once every three (3) months.

For the purposes of this AGREEMENT, unclassified offenders and kidnapping offenders are considered Level I offenders, unless the local jurisdiction sets a higher classification in the interest of public safety.

4. The CITY shall provide one detective full-time to verify addresses and place of residency of RSOs for the purpose of the Spokane County RSO Program.
5. The CITY is responsible to notify the COUNTY’s Representative of any change in personnel. Non-reporting of change in personnel may impact CITY’s request for reimbursement. Time and Effort documentation must be submitted with each reimbursement request.
6. The CITY shall maintain statistics and provide ongoing reporting to the Spokane County Sheriff’s Office in accordance with the established format of the Spokane County RSO Program on the work program performed.
7. The CITY will work collaboratively with the SCSO in accomplishing the goals and objectives of the Spokane County RSO Program.
8. Funding from the Spokane County RSO Program as set forth in Attachment “B” Budget for “Travel/Training” will be used for the CITY to send at least one staff person to one or more Offender Watch User Group meetings and/or the RSO Coordinator Conference during the term of this AGREEMENT. The CITY may also use funding from the Spokane County RSO Program as set forth in Attachment “B” Budget for “Travel/Training” to send staff to other training events.

9. Proposed training events and estimated costs must be submitted to Spokane County Sheriff's Office Program Manager Lt. Khris Thompson via email at [KITHompson@spokanesherriff.org](mailto:KITHompson@spokanesherriff.org) for prior approval to use grant funds for proposed training events.

**ATTACHMENT “B”  
BUDGET**

Category	Budget Protected Direct Costs
Salary/ Benefits	\$57,000
Equipment	\$0.00
Contracted Services	\$0.00
Goods & Services	\$0.00
Administrative Costs	\$0.00
Travel/Training	\$3,000
<b>Total Program</b>	<b>\$60,000</b>

Transfer of funds between line item budget categories must be approved by COUNTY’s representative.

Approved expenditures for the performance of Services as set forth in Attachment “A” (Scope of Work) must be itemized into the following categories: salary, benefits, contracted services, equipment, goods and services, travel/training or administrative costs.

Proposed training events and estimated costs must be submitted to Spokane County Sheriff’s Office Program Manager Lt. Khris Thompson via email at [KThompson@spokanesherriff.org](mailto:KThompson@spokanesherriff.org) for prior approval to use grant funds for proposed training events.

Payment will be on a reimbursement basis only.



# Spokane County INVOICE VOUCHER

Subrecipient Number	Award Number	Award Name
		Spokane County RSO Program FY19

AGENCY NAME
City of Spokane Spokane Police Department
CLAIMANT (Warrant is to be payable to)
(please fill in your department's mailing address) City of Spokane Spokane Police Department

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

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

BY \_\_\_\_\_  
(SIGN IN INK)

\_\_\_\_\_ (TITLE) \_\_\_\_\_ (DATE)

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

DATE	DESCRIPTION	AMOUNT BILLED

## Briefing Paper

### PSCH Committee Meeting 10/07/2019

<b>Division &amp; Department:</b>	Spokane Police Department
<b>Subject:</b>	Registered Sex Offender (RSO) Program 2019-2020
<b>Date:</b>	09/17/2019
<b>Contact (email &amp; phone):</b>	Jennifer Isaacson – <a href="mailto:jhammond@spokanepolice.org">jhammond@spokanepolice.org</a> 509-625-4056
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Public Safety Community Health Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	- Contract with Spokane County Sheriff's Office to receive funding from Washington Association of Sheriffs and Police Chiefs (WASPC) for the Registered Sex Offender Address and Residency Verification Program.
<b>Background/History:</b> The Spokane County Sheriff's Office in collaboration with the City of Spokane Police Department submitted a request for funding for a joint proposal under the sex and kidnapping offender address and residency verification program. The requirement of this program is for face-to-face verification of a registered sex offender's address at the place of residency.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>• Operations- Maintain statistics and provide ongoing reporting to SCSO in accordance with the established format of the RSO program.</li> <li>• Fiscal- Grant supports Salaries and benefits in the amount of \$57,000.00 until June 30, 2020. The grant's budget also includes \$3,000.00 for travel and training. Total grant award is \$60,000.00</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Federal Funding – Department of Justice Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	



**Agenda Sheet for City Council Meeting of:**  
10/21/2019

Date Rec'd	9/4/2019
Clerk's File #	ORD C35821
Renews #	

Submitting Dept	INNOVATION & TECHNOLOGY	Cross Ref #	
Contact Name/Phone	MICHAEL 625-6468	Project #	
Contact E-Mail	MSLOON@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Special Budget Ordinance	Requisition #	
Agenda Item Name	5300 SBO FOR COMPUTER UPGRADE, EQUIPMENT, SOFTWARE		

Agenda Wording

Amending Ordinance No. C-35703 and appropriate funds in the IT Fund, FROM: Unappropriated Reserves Fund, \$1,243,212.00; TO: IT Capital Replacement Fund Computers, \$15,773.00; Computer/Micro Equipment, \$441,127.00; Capitalized Software, \$786,312.00.

Summary (Background)

SBO is needed to ensure continued hardware support, software upgrades, & security updates for 70% of network switches, routers and remote site hardware across the City of Spokane. Due to the size of the order and current available incentives, the vendor is providing significant discounts (\$887k) if the purchase is completed now. This SBO also provides funding for disaster recovery hardware, accelerated PC replacements and additional upgrades needed for the virtual server platform and software.

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

Expense	\$ \$15,773.00	# 5310-73100-18880-53521
Expense	\$ \$441,127.00	# 5310-73100-94000-56409
Expense	\$ \$786,312.00	# 5310-73100-94000-56403
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SLOON, MICHAEL	<u>Study Session</u>	Public Safety 10/7/19
<u>Division Director</u>	FINCH, ERIC	<u>Other</u>	
<u>Finance</u>	BUSTOS, KIM	Distribution List	
<u>Legal</u>	DALTON, PAT	Accounting - ywang@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	Contract Accounting - aduffey@spokanecity.org	
<u>Additional Approvals</u>		Legal - modle@spokanecity.org	
<u>Purchasing</u>		Purchasing - cwahl@spokanecity.org	
		IT - itadmin@spokanecity.org	
		Tax & Licenses	

# Public Safety and Community Health Committee

## Briefing Paper

<b>Division &amp; Department:</b>	Innovation and Technology Services Division
<b>Subject:</b>	Computer equipment (servers, PCs, network) upgrades/replacement, and Capital software SBO.
<b>Date:</b>	October 7, 2019
<b>Author (email &amp; phone):</b>	Theresa Pellham, <a href="mailto:tpellham@spokanecity.org">tpellham@spokanecity.org</a> , 625-6948
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Eric Finch and Michael Sloon
<b>Committee(s) Impacted:</b>	Public Safety and Community Health Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	ITSD – Budget/Network infrastructure hardware upgrades, licensing, maintenance and support
<b>Strategic Initiative:</b>	Innovative Infrastructure
<b>Deadline:</b>	November 1, 2019
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of SBO
<b>Background/History:</b>	
<p>This SBO is needed to ensure continued hardware support, software upgrades, &amp; security updates for 70% of network switches, routers and remote site hardware across the City of Spokane. Due to the size of the order and current available incentives, the vendor is providing significant discounts (\$887k) if the purchase is completed now. This SBO also provides funding for disaster recovery hardware, accelerated PC replacements and additional upgrades needed for the virtual server platform and software. This will bring all targeted hardware into compliance as well as position the City for an increased security posture.</p>	
<b>Executive Summary:</b>	
<p>Additional replacement budget capacity required for 2019 due to major projects not completed in 2018 and rolled over to 2019, or not fully budgeted for in 2019. Examples of these projects include our disaster recovery data center buildout, first time use of the software replacement fund created in 2016, a more predictive computer replacement plan, and citywide replacement of end-of-life network equipment. In all cases, these costs are in the replacement fund and do <u>not</u> represent a new budget or funding requirement. This SBO request is for projects utilizing Capital Replacement Funds (funds we collect on all capital purchases).</p> <p>Computer Upgrade \$15,773; Capitalized Computer Equipment \$441,127; Capitalized Software \$786,312. Total \$1,243,212.</p>	
<b>Budget Impact:</b>	
<p>Approved in current year budget?      <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure?      <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<b>Operations Impact:</b>	
<p>Consistent with current operations/policy?      <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy?      <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No    <input type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	



ORDINANCE NO C35821

An ordinance amending Ordinance No. C-35703, passed by the City Council December 10, 2018, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2019, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2019, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2019 budget Ordinance No. C-35703, as above entitled, and which passed the City Council December 10, 2018, it is necessary to make changes in the appropriations of the IT Capital Replacement Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the IT Capital Replacement Fund, and the budget annexed thereto with reference to the IT Capital Replacement Fund, the following changes be made:

FROM:	5310-99999 99999-	IT Capital Replacement Fund Unappropriated Reserves	<u>\$ 1,243,212</u>
TO:	5310-73100 18880-53521	IT Capital Replacement Fund Computers	<u>\$ 15,773</u>
	5310-73100 94000-56409	IT Capital Replacement Fund Computer/Micro Equipment	<u>\$ 441,127</u>
	5310-73100 94000-56403	IT Capital Replacement Fund Capitalized Software	<u>\$ 786,312</u>

Section 2. 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 additional replacement budget capacity required for 2019 due to major projects not completed in 2018 and rolled over to 2019, or not fully budgeted for in 2019. Examples of these projects include our disaster recovery data center buildout, first time use of the software replacement fund first created in 2016, a more predictive computer replacement plan, and citywide replacement of end-of-life network equipment. In all cases these costs are in the replacement fund and do not represent a new budget or funding requirement. Because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest: \_\_\_\_\_  
City Clerk

Approved as to form: \_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date



**Agenda Sheet for City Council Meeting of:**  
10/21/2019

<u>Date Rec'd</u>	10/8/2019
<u>Clerk's File #</u>	ORD C35822
<u>Renews #</u>	
<u>Cross Ref #</u>	OPR 2019-0872
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

Submitting Dept	POLICE
Contact Name/Phone	JENNIFER 625-4056
Contact E-Mail	JHAMMOND@SPOKANEPOLICE.ORG
Agenda Item Type	Special Budget Ordinance
Agenda Item Name	1620 - OVW DOMESTIC VIOLENCE FY2019

Agenda Wording

Ordinance amending Ordinance No. C-35703 passed by Council on December 10, 2018 to make changes in the appropriations of the Public Safety & Judiciary Grant Fund, FROM Public Safety & Judiciary Grant Fund TO Various Accounts, same fund.

Summary (Background)

The amendment to Ordinance No. C-35703 budgets additional funds needed for the recently awarded OVW (Office of Violence Against Women) ARREST FY2019 program. Funding will be used for sub-recipient contracts and a full FTE SPD position.

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

Expense	\$ 410,451.00	# 1620-91778-21250-VARIOUS
Revenue	\$ 410,451.00	# 1620-91778-21250-33116-99999
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<b><u>Dept Head</u></b>	MEIDL, CRAIG	<b><u>Study Session</u></b>	PSCH Meeting
<b><u>Division Director</u></b>	MEIDL, CRAIG	<b><u>Other</u></b>	
<b><u>Finance</u></b>	SCHMITT, KEVIN	<u>Distribution List</u>	
<b><u>Legal</u></b>	DALTON, PAT	spdfinance	
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL	sstopher	
<u>Additional Approvals</u>		sbrown	
<b><u>Purchasing</u></b>		Contract Accounting	
<b><u>GRANTS &amp;</u></b>	BROWN, SKYLER		

ORDINANCE NO C35822

An ordinance amending Ordinance No. C-35703, passed by the City Council December 10, 2018, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2019, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2019, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2019 budget Ordinance No. C-35703, as above entitled, and which passed the City Council December 10, 2018, it is necessary to make changes in the appropriations of the Public Safety & Judicial Grant Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the Public Safety & Judicial Grant Fund, and the budget annexed thereto with reference to the Forfeitures & Contributions Fund, the following changes be made:

FROM:	1620-91778 21250-33116	Judicial Grant Fund – OVW DV/ARREST Dept of Justice	<u>\$ 410,451</u>
TO:	1620-91778 21250-54201	Judicial Grant Fund – OVW DV/ARREST Contractual Services	400,451
	1620-91778 21400-54401	Judicial Grant Fund – OVW DV/ARREST Airfare	<u>10,000</u>
			<u>\$ 410,451</u>

Section 2. 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 sub award domestic violence and assault grant program funds and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest: \_\_\_\_\_  
City Clerk

Approved as to form: \_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

## Briefing Paper (Public Safety & Community Health Committee)

<b>Division &amp; Department:</b>	Police
<b>Subject:</b>	SBO for Office of Violence Against Women grant sub awards
<b>Date:</b>	
<b>Contact (email &amp; phone):</b>	Jennifer Hammond <a href="mailto:jhammond@spokanepolice.org">jhammond@spokanepolice.org</a> 625-4056
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Public Safety & Community Health
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of SBO for additional funding to be subawarded to the Spokane County Sheriff's Office and the YWCA
<b>Background/History:</b> The City of Spokane Police Department was awarded \$750,000 in funding from the Department of Justice's Office of Violence Against Women for Program OVW FY2019 Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault, and Stalking Program.	
<b>Executive Summary:</b>	
<ul style="list-style-type: none"> <li>• <i>SCSO will be awarded \$30,451 to be used towards overtime hours and training</i></li> <li>• <i>\$370,000 will be awarded to the YWCA to fund legal services</i></li> <li>• <i>Remaining funds will be used to fund 1.0 existing SPD Police Officer position and training</i></li> <li>• <i>Acceptance of grant funds OPR 2019-0782</i></li> </ul>	
<b>Budget Impact:</b>	
Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	
Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
If new, specify funding source:	
Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b>	
Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	
Specify changes required:	
Known challenges/barriers:	



**Agenda Sheet for City Council Meeting of:**  
10/21/2019

Date Rec'd	10/9/2019
Clerk's File #	ORD C35823
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	PMO
Contact Name/Phone	DUSTY 625-6482
Contact E-Mail	DFREDRICKSON@SPOKANECITY.ORG
Agenda Item Type	Special Budget Ordinance
Agenda Item Name	5750 - SBO - BUDGET ALLOCATION

Agenda Wording

The Office of Performance Management is seeking approval to add a new position(s) to the Project Management Office (PMO) budget to support ongoing and increasing demand for Project Management (PM) and Continuous Improvement (CI) resource capacity.

Summary (Background)

The Office of Performance Management is seeking approval to add a Business Systems Analyst II in 2019 and Senior Project Manager in 2020. There is a need for additional resource capacity in the 2019 budget to execute technically, or organizationally complex strategic projects. This Business Systems Analyst II will support all divisions to develop PM and CI skill sets within the organizations. We will be able to deliver additional Project Management training, support, and continuous

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Neutral	\$ 23,500.00	# 5750-73250-18880-01610-99999
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	CRYE, COLBY	<u>Study Session</u>	Public Safety &
<u>Division Director</u>	HUGHES, MICHELLE	<u>Other</u>	
<u>Finance</u>	ALBIN-MOORE, ANGELA	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	Dfredrickson@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	KKeck@spokanecity.org	
<u>Additional Approvals</u>	aalbinmoore@spokanecity.org		
<u>Purchasing</u>			



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

improvement City-wide. The Business System Analyst II position will alleviate chronic over allocation of PMO resources by adding an additional productive hours to the PMO capacity annually. This position will also help mitigate reliance on vendor resources. Funding for this position and the additional one in 2020 will be through a decrease in Contractual Services and will be allocated to supporting departments.

Fiscal Impact

Budget Account

Select \$

#

Select \$

#

Distribution List


ORDINANCE NO C35823

An ordinance amending Ordinance No. C-35703, passed by the City Council December 10, 2018, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2019, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2019, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2019 budget Ordinance No. C-35703, as above entitled, and which passed the City Council December 10, 2018, it is necessary to make changes in the appropriations of the Office of Performance Management Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the Office of Performance Management and the budget annexed thereto with reference to the Office of Performance Management, the following changes be made:

FROM:	5750-73250 18880-54201	Office of Performance Mgmt. Contract Services	<u>\$23,500</u>
TO:	5750-73250 18880-01610	Office of Performance Mgmt. Business Systems Analyst II	<u>\$23,500</u>

Section 2. 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 budget for costs to the Office of Performance Management, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest: \_\_\_\_\_  
City Clerk

Approved as to form: \_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

# Briefing Paper

## Public Safety & Community Health

<b>Division &amp; Department:</b>	General Fund, Office of Performance Management (PMO)
<b>Subject:</b>	SBO – Budget Allocation
<b>Date:</b>	10/07/2019
<b>Contact (email &amp; phone):</b>	Dusty Fredrickson ( <a href="mailto:dfredrickson@spokanecity.org">dfredrickson@spokanecity.org</a> )(625-6482)
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Public Safety & Community Health
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	2019 and 2020 Budget Funding Allocation
<b>Strategic Initiative:</b>	Sustainable Resources
<b>Deadline:</b>	
<b>Outcome:</b>	

**Narrative:**

The Office of Performance Management is seeking approval to add two new positions to the Project Management Office (PMO) budget to support ongoing and increasing demand for Project Management (PM) and Continuous Improvement (CI) resource capacity to:

- Execute technically, or organizationally, complex strategic projects
- Support all Divisions to develop PM and CI skill sets within their organizations

The functions of these positions are outlined as follows:

*Senior Project Manager: \$113,801 – Fully Benefitted Cost*

- Apply Project Management methodology to lead complex cross-departmental projects
- Participate, as a member of the PMO, to develop, enhance, and mature the City’s practice of Project, Program and Portfolio Management
- Develop and deliver Project Management training to Department resources City-wide
- Support City leadership in project selection and prioritization by developing comprehensive business case and cost/benefit analysis
- Goal is to hire this additional position in 2020 after Civil Service establishes a new Sr. PM list

*Continuous Improvement Analyst (Business Systems Analyst II): \$94,150 – Fully Benefitted Cost*

- Apply Continuous Improvement methodology to projects and operations across Public Works’ Departments
- Contribute to the development and enhancement of the City’s Continuous Improvement practice
- Support Departments City-wide in the adoption and application of Continuous Improvement practices and tools
- Goal is to hire this additional position from the new hiring list that is expected to be established in September 2019.

**Justification**



Deliver additional Project Management Training, Support, and Continuous Improvement City-wide

Division and Department heads across the City have recognized the benefit of investing in PM and CI skills and support this request. The return on this investment takes the form of improvements to deliver quality and cost savings for the public.

With the additional capacity these resources will provide, the PMO will be able to deliver:

- 4 Continuous Improvement Training Sessions/Year (80 Employees Trained)
- 4 Project Management Training Sessions/Year (80 Employees Trained)
- Ongoing coaching and support to organizations putting these skills into practice
- Coverage for 2-4 more Citywide projects of significance for current and expected new administration initiatives
- Allow four or more department continuous projects to be completed. These projects have had a 100% return on investment to build capacity and/or reduce external costs

Alleviate Chronic Over-Allocation of PMO Resources

In any given quarter in 2018 and 2019, the PMO team is allocated over 100% capacity. This pace is not sustainable for individual team members, and does not allow the PMO to be the agile organization it needs to be in responding to high-value 'projects of opportunity' as they are identified.

These resources will add 3,300 productive hours to the PMO's capacity annually.

Mitigate Reliance on Vendor Resources

A vital tool in the PMO's toolkit is having the ability to bring in vendor resources to fill project-specific skillset gaps and to staff projects that are shorter in duration so the FTE's can maintain focus on the larger, longer-term, strategic projects.

To augment capacity, vendor CI and PM resources were contracted to support strategic projects as follows:

- eSuite Upgrade: CI 2,862 Hours/\$186,030
- Utility System Implementation: PM 1600 hours/\$280,000

Funding

Continuous Improvement Analyst

- 2019 Funding
  - 4 Quarter Fully Benefitted Salary Cost @ Step 3: \$23,500
  - PMO Unencumbered Contractual Service Funds: \$27,000 (Budgeted in 2019 but unused)
- 2020 Funding:
  - Leverage Contractual Services funding budget for CoOP (\$200,000) that will not be used.
  - Interfund Billing based on work performed

Senior Project Manager

- 2020 Funding:
  - Leverage Contractual Services funding budget for eSuite (\$127,000) that will not be used.
  - Interfund Billing based on work performed.

Executive Summary:

Budget Impact:

Approved in current year budget?  Yes  No  N/A

Annual/Reoccurring expenditure?  Yes  No  N/A

If new, specify funding source:

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

Operations Impact:

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

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

Specify changes required:

Known challenges/barriers:



**Agenda Sheet for City Council Meeting of:**  
10/21/2019

<u>Date Rec'd</u>	10/9/2019
<u>Clerk's File #</u>	RES 2019-0090
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	ACCOUNTING
<u>Contact Name/Phone</u>	MICHELLE HUGHES 509-625-6320
<u>Contact E-Mail</u>	MHUGHES@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Resolutions
<u>Agenda Item Name</u>	5600 - SIP LOAN MAPLE GATEWAY LIVING WALL

Agenda Wording

Resolution authorizing the issuance of a Spokane Investment Pool ("SIP") Bond to provide funds in the amount up to \$500,000 to pay for the Maple Street Gateway / 4th Avenue Living Wall Project.

Summary (Background)

The Maple Gateway project will improve the City's appearance as viewed by motorists entering or exiting from I-90 at maple Street through development of a sculptural tower element, landscape improvements, and aesthetically screening the parking area beneath the freeway. It will also enhance pedestrian safety and motorist experiences at the stop light and surrounding areas. It will also potentially treat storm water from I-90 in specific locations.

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

Revenue	\$ 500,000	# 5901-79215-99999-38271-99999
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<b><u>Dept Head</u></b>	HUGHES, MICHELLE	<b><u>Study Session</u></b>	Urban Experience 10/17/19
<b><u>Division Director</u></b>	STOPHER, SALLY	<b><u>Other</u></b>	
<b><u>Finance</u></b>	HUGHES, MICHELLE	<u>Distribution List</u>	
<b><u>Legal</u></b>	DALTON, PAT		
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL		
<u>Additional Approvals</u>			
<b><u>Purchasing</u></b>			

## Briefing Paper

<b>Division &amp; Department:</b>	Accounting
<b>Subject:</b>	SIP Loan Maple Gateway Living Wall
<b>Date:</b>	8/6/19
<b>Contact (email &amp; phone):</b>	Michelle Hughes <a href="mailto:mhuges@spokanecity.org">mhuges@spokanecity.org</a>
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Resolution to approve a SIP Loan for Maple Gateway Living Wall
<b>Background/History:</b>	
<p><i>The Maple Gateway project will improve the City's appearance as viewed by motorists entering or exiting from I-90 at maple Street through development of a sculptural tower element, landscape improvements, and aesthetically screening the parking area beneath the freeway. It will also enhance pedestrian safety and motorist experiences at the stop light and surrounding areas. It will also potentially treat storm water from I-90 in specific locations.</i></p>	
<b>Budget Impact:</b>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A was approved in 2018 Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b>	
Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

CITY OF SPOKANE, WASHINGTON

MAPLE STREET GATEWAY PROJECT  
LIMITED TAX GENERAL OBLIGATION BOND, SERIES 2019 (TAXABLE)

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RESOLUTION NO. 2019-0090

A RESOLUTION of the City of Spokane, Washington, providing for the issuance and sale of a taxable Limited Tax General Obligation Bond in the aggregate principal amount of not to exceed \$500,000 to secure an interfund loan from the Spokane Investment Pool to the Asset Management Fund to finance a portion of the costs of the acquisition, construction and installation of the Maple Street Gateway Project; fixing the date, form, maturity, interest rate, terms and covenants of the bond; establishing the provisions for repayment of the interfund loan established thereby; authorizing the sale and delivery of the bond to the City, and providing for other matters properly relating thereto.

ADOPTED October 28, 2019

PREPARED BY:

MCALOON LAW, PLLC  
Spokane, Washington

CITY OF SPOKANE, WASHINGTON  
MAPLE STREET GATEWAY PROJECT  
LIMITED TAX GENERAL OBLIGATION BOND, SERIES 2019 (TAXABLE)  
RESOLUTION NO. 2019-\_\_\_\_\_

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\* This Table of Contents and the cover page are not a part of the following Resolution and are included only for the convenience of the reader.

CITY OF SPOKANE, WASHINGTON

RESOLUTION NO. 2019-\_\_\_\_\_

A RESOLUTION of the City of Spokane, Washington, providing for the issuance and sale of a taxable Limited Tax General Obligation Bond in the aggregate principal amount of not to exceed \$500,000 to secure an interfund loan from the Spokane Investment Pool to the Asset Management Fund to finance a portion of the costs of the acquisition, construction and installation of the Maple Street Gateway Project; fixing the date, form, maturity, interest rate, terms and covenants of the bond; establishing the provisions for repayment of the interfund loan established thereby; authorizing the sale and delivery of the bond to the City, and providing for other matters properly relating thereto.

WHEREAS, the City Council has approved a plan to improve the City's appearance as viewed by motorists entering and exiting from I-90 at Maple Street through the acquisition, construction and installation of an artistic tower, screening artwork, walls, lighting, landscaping, irrigation, and hardscape in proximity to the corner of 5th Ave and Maple (the "Maple Street Gateway Project"); and

WHEREAS, pursuant to chapters 35.22, 39.36 and 39.46 RCW and Article XIII of the City Charter, the City is authorized to issue general obligation bonds for the purpose of financing a portion of the costs of the acquisition, construction and installation of the Maple Street Gateway Project; and

WHEREAS, RCW 35.39.030(4) and Sections 5.8.5 and 5.12.1 of the City's Administrative Policy and Procedure for Investments ("Investment Policy") authorize the City Treasurer to purchase general obligation bonds or other bonds issued by the City as defined in Section 4.9 of the Investment Policy; and

WHEREAS, the City desires to secure the interfund loan obligation to the SIP with a bond issued by the City.

NOW THEREFORE, BE IT RESOLVED by the City Council as follows:

Section 1.     Definitions. As used in this resolution the following words shall have the following meanings:

***Annual Debt Service*** for any fiscal year or calendar year means the sum of the interest and principal due in such year on the Bond. If the interest rate on any such Bond is other than a fixed rate, the rate applicable at the time of the computation shall be used.

***Asset Management Fund*** means the City's existing special fund of the same name into which all revenues collected for and allocated to the payment of the principal and interest the Bond shall be deposited into a separate account for such purpose; and into which the principal proceeds received from the sale and delivery of the Bond shall be paid into a separate account within the Asset Management Fund and used to pay a portion of the costs of the Maple Street Gateway Project.

***Bond*** means the City of Spokane Maple Street Gateway Project Limited Tax General Obligation Bond, Series 2019 (Taxable), issued pursuant to this resolution in the aggregate principal amount of not to exceed \$500,000 to establish and secure the interfund loan facility authorized herein.

***Bond Owner or Registered Owner*** means the City of Spokane, as payee, for the benefit of the Spokane Investment Pool.

***Bond Registrar*** means the Treasurer or any successor appointed by the Treasurer.

***Bond Year*** means the twelve (12) month period beginning on the date of issuance of the Bond.



**City** means the City of Spokane, Spokane County, Washington, a charter code city duly organized and existing under the laws of the State of Washington and its City Charter.

**City Council** means the general legislative authority of the City as the same shall be duly and regularly constituted from time to time.

**Maple Street Gateway Project** means the acquisition, construction and installation of an artistic tower, screening artwork, walls, lighting, landscaping, irrigation, and hardscape in proximity to the corner of 5th Ave and Maple as specified in Section 2 of this resolution.

**Maturity Date** means a date not to exceed five years from the date of issuance of the Bond.

**Permitted Investments** means any investments of City funds permitted under the laws of the State of Washington or the City’s Investment Policy as amended from time to time.

**SIP** means the Spokane Investment Pool.

**SIP Internal Lending Rate** means an interest rate formula for the interfund lending of funds from the Spokane Investment Pool, calculated on the date of issuance of the Bond as follows: a rate equivalent to the United States Treasury Rate of like maturity plus 75 basis points (.75%).

**Treasurer** means the Treasurer of the City, or any successor to the functions of the Treasurer.

**Rules of Interpretation.** In this resolution, unless the context otherwise requires:

(a) The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder” and any similar terms, as used in this resolution, refer to this resolution as a whole and not to any particular article, section, subdivision or clause hereof, and the term “hereafter” shall mean after, and the term “heretofore” shall mean before, the date of this resolution;

(b) Words of the masculine gender shall mean and include correlative words of the feminine and neutral genders and words importing the singular number shall mean and include the plural number and vice versa;

(c) Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons;

(d) Any headings preceding the text of the several articles and Sections of this resolution, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this resolution, nor shall they affect its meaning, construction or effect;

(e) All references herein to “articles,” “sections” and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof.

Section 2.     Plan of Capital Acquisitions. The City has previously specified, adopted and approved a plan for the Maple Street Gateway Project in proximity to the corner of 5th Ave and Maple, including but not limited to the development of bid documents for:

- (a) an artistic tower element and associated footings;
- (b) screening artwork;
- (c) walls;
- (d) lighting;
- (e) landscaping;
- (f) irrigation; and
- (g) hardscaping.

The Maple Street Gateway Project will be undertaken in accordance with specifications and contracts approved by the Mayor and the City Council or their designees from time to time.

It is hereby provided that the Maple Street Gateway Project shall be subject to such changes and additions as may be authorized by the City Council during the annual budget process.

Presently, the total estimated cost of the Maple Street Gateway Project does not exceed \$750,000 over the five year scheduled acquisition period.

Section 3. Authorization and Description of Bond. To finance a portion of the costs of the Maple Street Gateway Project, the City shall issue a taxable limited tax general obligation bond of the City to the Spokane Investment Pool (the “SIP”) in the principal amount of not to exceed \$500,000 (the “Bond”) to establish and secure an interfund loan facility with the SIP of not to exceed \$500,000. The Bond shall be dated as of the date of delivery to the SIP, shall be in the denomination of not to exceed \$500,000, shall be fully registered as to principal and interest, shall be numbered in such manner and with any additional identification as the Bond Registrar deems necessary for identification, and shall mature on the Maturity Date. Both principal of and interest on the Bond shall be paid semiannually on each June 1 and December 1, commencing June 1, 2020. On the Maturity Date, the remaining principal of and any accrued interest on the Bond shall be paid in full.

The Bond shall bear interest at the applicable SIP Internal Lending Rate in effect on the date of issuance of the Bond and shall be calculated on the basis of a year of 30/360 days. The Bond shall be amortized to create approximately level debt service based on semiannual payments of principal and interest, with final payment of principal and all accrued interest on the Maturity Date. The SIP shall provide an amortization schedule detailing the principal and interest payment amounts and dates, including the Maturity Date, and attach such schedule as an exhibit to the Bond.

Section 4. Sale of Bond.

(a) *Approval of Sale.* The City Council hereby approves the SIP’s offer to purchase the Bond to establish and secure an interfund loan for the benefit of the Asset Management Fund for the capital acquisition purposes of the Maple Street Gateway Project and on the terms set forth

in this resolution. The proper City officials are hereby authorized and directed to do everything necessary for the prompt execution and delivery of the Bond to the City of Spokane for the benefit of the SIP.

(b) *Option for Early Call.* At its sole discretion, the SIP may call the Bond on August 1 of any year. The SIP must give notice to the City by July 1 of each year, beginning July 1, 2020, if it intends to call the Bond on the succeeding August 1 (the “Early Call Date”). The Bond may be paid in full on the Early Call Date in cash or with proceeds of a refunding bond.

(c) *Prepayment.* The Bond may be prepaid, in whole or in part, at par plus accrued interest to the date fixed for prepayment. No notice of prepayment to the Registered Owner is required. Interest on prepaid principal shall cease to accrue on the date of prepayment.

Section 5. Application of Bond Proceeds. The proceeds of the interfund loan secured by the Bond shall be expended solely to pay a portion of the costs of the Maple Street Gateway Project and pay the costs of issuing the Bond, as authorized herein. There has previously been created in the office of the Treasurer a special fund known as the Asset Management Fund (the “Project Fund”). The proceeds of the interfund loan secured by the Bond shall be paid into the Project Fund to provide for the payment of a portion of the costs of the Maple Street Gateway Project and the payment of expenses incidental thereto. The Treasurer may invest any funds in the Project Fund temporarily in Permitted Investments that will mature prior to the date on which such money shall be needed. Earnings on such investments shall accrue to the benefit of the Project Fund. The proceeds of the interfund loan secured by the Bond shall be expended solely to pay a portion of the costs of the Maple Street Gateway Project or pay costs of issuance of the interfund loan secured by the Bond.

Section 6. Pledge of Funds and Credit. To pay principal of and interest on the Bond as the same shall become due, the City hereby irrevocably covenants that it will deposit money

in the SIP from the Asset Management Fund and other legally-available funds of the City in amounts sufficient to pay when due the principal of and interest on the Bond. The full faith, credit and taxing power of the City are hereby irrevocably pledged for the prompt payment of such principal and interest as necessary to repay the interfund loan.

Section 7. Registration and Payments. The Treasurer shall act as authenticating agent, paying agent and registrar for the Bond (the “Bond Registrar”). Both principal of and interest on the Bond shall be payable in lawful money of the United States of America. Payments of principal of and interest on the Bond shall be paid by interfund transfer, check, wire or electronic transfer. Final payment of all principal of and interest on the Bond shall be paid upon presentation and surrender of the Bond to the Bond Registrar. The Bond is not transferable.

Section 8. Execution and Authentication of Bond. The Bond shall be executed on behalf of the City with the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk, and the seal of the City shall be impressed thereon. In case any of the officers who shall have signed or attested the Bond shall cease to be such officer before such Bond has been actually issued and delivered, such Bond shall be valid nevertheless and may be issued by the City with the same effect as though the persons who had signed or attested such Bond had not ceased to be such officers.

Only a Bond that bears a Registration Certificate in the form set forth in Section 9 hereof, manually executed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this resolution. Such Registration Certificate shall be conclusive evidence that the Bond so authenticated have been duly executed, authenticated and delivered hereunder and are entitled to the benefits of this resolution.

In case any of the officers who shall have executed the Bond shall cease to be an officer or officers of the City before the Bond shall have been authenticated or delivered by the Bond

Registrar, or issued by the City, such Bond may nevertheless be authenticated, delivered and issued and upon such authentication, delivery and issuance, shall be as binding upon the City as though those who signed the same had continued to be such officers of the City. The Bond may also be signed and attested on behalf of the City by such persons as at the actual date of execution of the Bond shall be the proper officers of the City although at the original date of the Bond any such person shall not have been such officer of the City.

Section 9.    Form of Bond. The Bond shall be in substantially the following form:

	UNITED STATES OF AMERICA		\$500,000
NO. R-__			

STATE OF WASHINGTON  
CITY OF SPOKANE  
MAPLE STREET GATEWAY PROJECT  
LIMITED TAX GENERAL OBLIGATION BOND, SERIES 2019 (TAXABLE)

INTEREST RATE:	Variable, as described herein
MATURITY DATE:	[December 1, 2024]
REGISTERED OWNER:	CITY OF SPOKANE, WA for the benefit of the SPOKANE INVESTMENT POOL
TAX IDENTIFICATION #:	91-6001280
PRINCIPAL AMOUNT:	FIVE HUNDRED THOUSAND AND NO/100 DOLLARS

CITY OF SPOKANE, Spokane County, Washington, a municipal corporation of the State of Washington (the “City”), for value received hereby promises to pay to the Registered Owner identified above, the principal amount of this Bond as indicated above.

This Bond is issued under authority of Resolution No. \_\_\_\_\_, adopted by the City Council on October \_\_, 2019 (the “Bond Resolution”), to establish and secure an interfund loan to pay a portion of the costs of acquiring and constructing the Maple Street Gateway Project. Capitalized terms not otherwise defined in this Bond shall have the meanings given such terms in the Bond Resolution.

Interest on the interfund loan established hereunder shall be determined as of the date of issuance of the Bond, shall be set at the SIP Internal Lending Rate, and shall be calculated on the basis of a year of 30/360 days.

Both principal of and interest on this Bond are payable in lawful money of the United States of America on the dates and in the amounts set forth in the amortization schedule attached hereto as Exhibit A. Upon final payment of all installments of principal and interest thereon, this Bond shall be submitted to the Treasurer of the City (the "Bond Registrar") for cancellation and surrender. Installments of principal of and interest on this Bond shall be paid by interfund transfer or by check or draft mailed on the date such principal and interest is due or by electronic funds transfer made on the date such interest is due to the registered owner or nominee at the address appearing on the Bond Register.

This Bond is not transferable.

The City reserves the right to prepay principal of this Bond in advance of the scheduled payments set forth above, in whole or in part, at any time, with no prepayment penalty in accordance with the terms of the Bond Resolution.

To pay installments of principal of and interest on this Bond as the same shall become due, the City hereby irrevocably covenants that it will deposit funds from Project Fund and other legally-available funds in the SIP in amounts sufficient to pay such principal and interest.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Resolution until the Registration Certificate hereon shall have been manually signed by the Bond Registrar.

It is hereby certified that all acts, conditions and things required by the Constitution and statutes of the State of Washington to exist, to have happened, been done and performed precedent to and in the issuance of this bond have happened, been done and performed and that the issuance of this Bond does not violate any constitutional, statutory or other limitation upon the amount of bonded indebtedness that the City may incur.

IN WITNESS WHEREOF, the City of Spokane, Washington, has caused this bond to be signed with the facsimile or manual signature of the Mayor, to be attested by the facsimile or manual signature of the City Clerk, and the corporate seal of the City to be reproduced hereon, as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF SPOKANE, WASHINGTON

By \_\_\_\_\_ /s/ \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_/s/\_\_\_\_\_  
City Clerk

(SEAL)

CERTIFICATE OF AUTHENTICATION

Date of Authentication: \_\_\_\_\_

This bond is the Maple Street Gateway Project Limited Tax General Obligation Bond, Series 2019 (Taxable) of the City dated \_\_\_\_\_, 20\_\_ described in the within-mentioned Bond Resolution.

TREASURER of the City of Spokane, as  
Bond Registrar

By \_\_\_\_\_/s/\_\_\_\_\_

Section 10. Ongoing Disclosure. The Bond secures an interfund loan. The City has determined that the Bond is not subject to Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, and the City makes no undertaking regarding ongoing disclosure with respect to the Bond.

Section 11. Prior Acts. All acts taken pursuant to the authority of this resolution but prior to its effective date are hereby ratified and confirmed.

Section 12. Severability. If any provision in this resolution is declared by any court of competent jurisdiction to be contrary to law, then such provision shall be null and void and shall be deemed separable from the remaining provisions of this resolution and shall in no way affect the validity of the other provisions of this resolution or of the Bond.



Section 13. Effective Date. This resolution shall become effective immediately upon its adoption.

Adopted this 28th day of October, 2019.

CITY OF SPOKANE  
Spokane County, Washington

---

Ben Stuckart, Council President

ATTEST:

---

Terri L. Pfister, Clerk

---

Mayor

(SEAL)

APPROVED AS TO FORM:

---

Assistant City Attorney

---

Laura D. McAloon, Bond Counsel



**Agenda Sheet for City Council Meeting of:**  
10/21/2019

<u>Date Rec'd</u>	10/9/2019
<u>Clerk's File #</u>	ORD C35824
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	DEVELOPER SERVICES CENTER
<u>Contact Name/Phone</u>	ELDON BROWN 6305
<u>Contact E-Mail</u>	EBROWN@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Hearings
<u>Agenda Item Name</u>	4700- VACATION OF UPRIVER DRIVE BETWEEN MISSION & NORTH CENTER

Agenda Wording  
Vacation of Upriver Drive between Mission Ave and North Center St., as requested by Avista Corporation.

Summary (Background)  
At its legislative session held on September 23, 2019, the City Council set a hearing on the above vacation for October 21, 2019. Staff has solicited responses from all concerned parties.

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

<u>Approvals</u>		<u>Council Notifications</u>	
<b><u>Dept Head</u></b>	CORTRIGHT, CARLY	<b><u>Study Session</u></b>	PIES 8/26/19
<b><u>Division Director</u></b>	CORTRIGHT, CARLY	<b><u>Other</u></b>	
<b><u>Finance</u></b>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<b><u>Legal</u></b>	RICHMAN, JAMES	ebrown@spokanecity.org	
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL	edjohnson@spokanecity.org	
<u>Additional Approvals</u>		kbecker@spokanecity.org	
<b><u>Purchasing</u></b>		ccortright@spokanecity.org	
		korlob@spokanecity.org	



**CITY OF SPOKANE  
DEVELOPMENT SERVICES**

808 West Spokane Falls Blvd, Spokane WA 99201-3343  
(509) 625-6300 FAX (509) 625-6822

**STREET VACATION REPORT**  
October 9, 2019

**LOCATION:** Upriver between Mission Ave and North Center St.

**PROPONENT:** Avista

**PURPOSE:** To develop a park adjacent to the Avista campus

**HEARING:** October 21, 2019

**REPORTS:**

**AVISTA UTILITIES** – Avista has gas facilities in the portion of the street to be vacated and there fore request a reservation of easement on the southern half of Upriver Drive fronting parcel numbers 35093.0006 and 35093.0004. The remaining portions of the area to be vacated will be owned by Avista

**COMCAST** – We have no objections to the vacation

**ZAYO COMMUNICATIONS** – Zayo has facilities within the designated ROW being considered for vacation and would need to retain an easement and right to access these facilities.

**CENTURYLINK** – CenturyLink has no objections to this vacation

**ASSET MANAGEMENT - CAPITAL PROGRAMS** – Access to the 10” water main, 8” sewer and stormwater outfall pipe needs to be maintained. An easement should be secured for these pipes.

**FIRE DEPARTMENT** – Fire would require a Fire Department access lane be maintained due to the fact that there are active train tracks on the west side of the campus. Removable bollards to keep non-emergency traffic from entering would be allowed.

**INLAND POWER & LIGHT** – Inland Power & Light Co has no facilities in the area nor objections to the proposed vacation.

**NEIGHBORHOOD SERVICES** – No comments.

**PARKS DEPARTMENT** - No comments.

**PLANNING & DEVELOPMENT – DEVELOPER SERVICES** - No comments.

**PLANNING & DEVELOPMENT – TRAFFIC DESIGN** – No comments.

**PLANNING & DEVELOPMENT – PLANNING** – No comments.

**POLICE DEPARTMENT** - No comments.

**SOLID WASTE MANAGEMENT** - No comments.

**STREET DEPARTMENT** – The Street Department has no objections to the vacation of Upriver Drive. However, please identify what the intersection of Mission and the proposed vacated Upriver Drive will look like. Will it be completely closed or will it still have access? If access will still be available what will it look like, a driveway approach or full intersection treatment?

**WASTEWATER MANAGEMENT** - No comments.

**WATER DEPARTMENT** – The Water Department has a 10” water main with services and hydrants through this area. We would need to maintain a full width no build easement through this area.

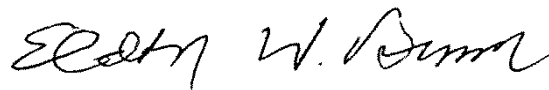
**BICYCLE ADVISORY BOARD** - No comments.

**RECOMMENDATIONS:**

1. An easement as requested by Avista, Zayo Communications, and the City of Spokane shall be retained to protect existing and future utilities.
2. The intersection of North Center Street and North Crescent Avenue is closed to vehicular access. To provide an additional escape route during an emergency, the existing drainage swale sidewalk, and wall, blocking vehicular access, needs to be modified to allow two-way traffic and emergency vehicle access. Removable bollards, or an acceptable alternative, must be installed to prevent vehicular access during non-emergencies.
3. The intersection of Upriver Drive and North Center Street needs to be modified to accommodate a free flowing turning movement for west bound traffic on Upriver Drive turning north onto North Center Street. If any right-of-way is required to construct this improvement it must be obtained and provided by the applicant.

4. Plans for street modifications and closure of right-of-way must be reviewed and accepted by Developer Services prior to final reading of the ordinance.
5. All street and utility work required as a condition of approval of this street vacation shall either be constructed or financially guaranteed for their construction prior to the final reading of the ordinance.
6. All stormwater runoff from vacated streets must be retained on-site in accordance with SMC 17D.060.
7. Adequate emergency vehicle access shall be maintained to existing and future buildings.
8. The proponent shall pay to the City of Spokane the assessed valuation for the vacated land as defined by the latest information from the County Assessor's Office. This is calculated to be \$318,812.50 and is to be deposited to Budget Account #3200 49199 99999 39510. Due to the public benefit of the project, the applicant is requesting the City Council to waive the fee.

Eldon Brown, P.E.  
Principal Engineer – Planning & Development

A handwritten signature in black ink, appearing to read "Eldon W. Brown". The signature is written in a cursive, flowing style.

City of Spokane  
Planning & Development Services  
808 West Spokane Falls Blvd.  
Spokane, WA 99201-3343  
(509) 625-6700

## ORDINANCE NO. C35824

An ordinance vacating portions of Upriver Drive between Mission Avenue and E North Center Street and more particularly described below,

WHEREAS, a petition for the vacation of portions of Upriver Drive between Mission Avenue and E North Center Street has been filed with the City Clerk representing 100% of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

WHEREAS, the City Council has found that the public use, benefit and welfare will best be served by the vacation of said public way; -- NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That portions of Upriver Drive between Mission Avenue and E North Center Street is hereby vacated. Parcel number not assigned.

All that portion of the platted Upriver Drive per PLAT OF ROSS PARK, as recorded in book "A" of plats, Page 141, records of Spokane County, lying North of Mission Avenue and Southwesterly of the Southeasterly extension of the Southwesterly line of North Center Street (posted as "E. Indiana Ave.") as described within the PUBLIC ROAD EASEMENT DEED, as recorded under auditors file no. 6541446.

TOGETHER WITH all that portion of Upriver Drive re-alignment described within the DEED, as recorded under auditors file no. 317316B, records of Spokane County.

EXCEPT all that portion of Upriver Drive vacated per City of Spokane Vacation Ordinance C14109.

Situate in the Southwest Quarter of Section 9, Township 25 North, Range 43 East, Willamette Meridian, City of Spokane, Spokane County, State of Washington.

Section 2. An easement is reserved and retained over and through the entire vacated area for the utility services of Avista Utilities, Zayo Communications, and the City of Spokane to protect existing and future utilities.

Passed the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest: \_\_\_\_\_  
City Clerk

Approved as to Form:

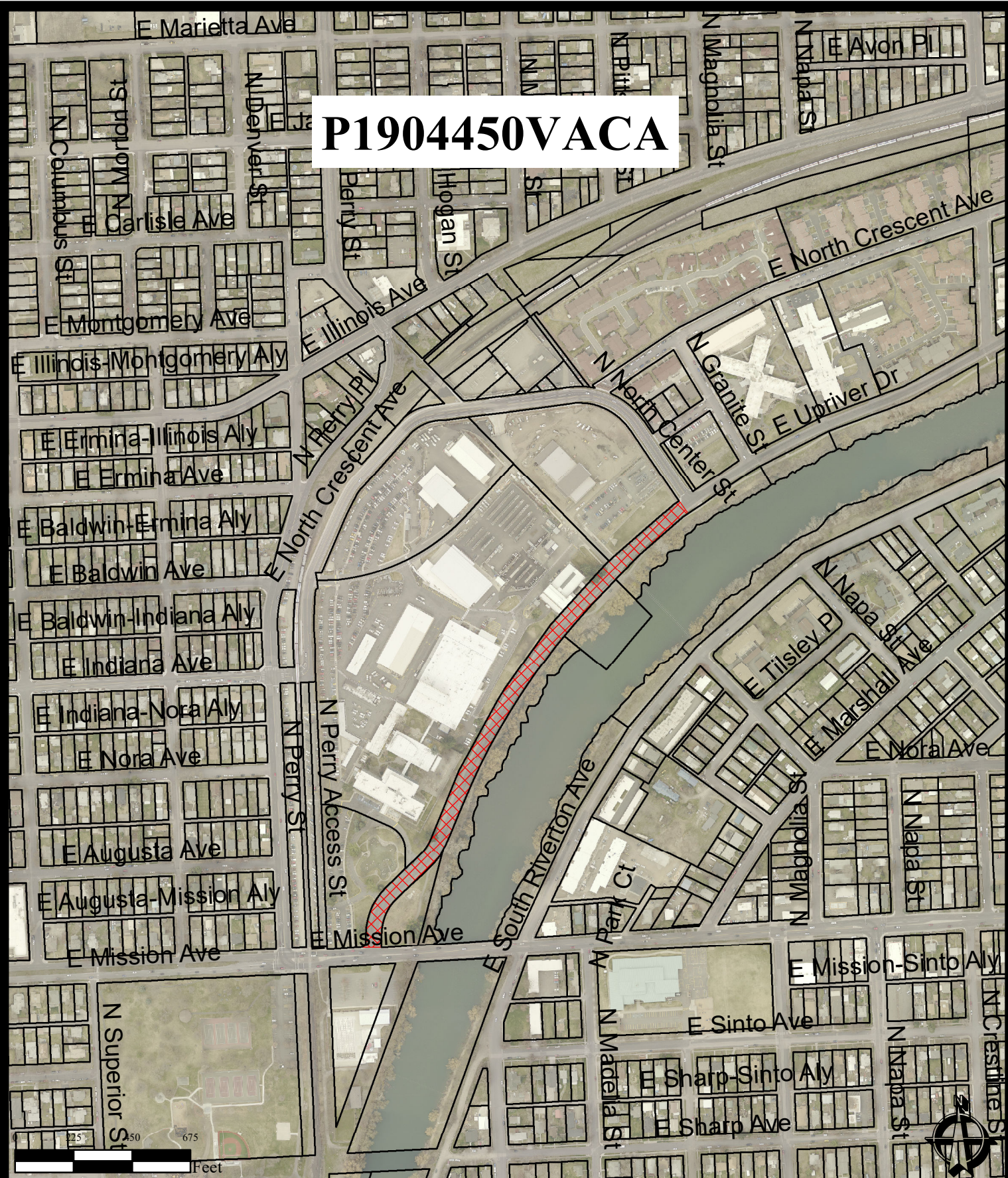
\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

Effective Date: \_\_\_\_\_

# P1904450VACA



**Right-of-way Description:  
Upriver Dr. between Mission Ave  
and North Center St.**

### Legend

 vacation

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





## **SUPPLEMENTAL ATTACHMENT FOR THE UPRIVER DRIVE STREET VACATION**

### **Street Vacation Proposal:**

The portion of Upriver Drive that Avista is proposing to vacate is between the Upriver Drive/Mission Avenue intersection and the Upriver Drive/North Center Street intersection. The total area to be vacated is approximately 2.5 acres. The distance is approximately 1/3 of a mile (1,775 feet) with the right-of-way width varying between 60 feet in most places to 70 feet at a few select areas. The legal description is Sec 9, T25N, R43E, all in the jurisdiction of the City of Spokane, Spokane County.

### **The reasons for the vacation are:**

Avista is proposing to vacate Upriver Drive for the sole purpose of developing Upriver Park (Park) for public use, providing public river access for non-motorized boaters and for realigning the Centennial Trail adjacent to the river. The proposed area will be developed as a contiguous Park with the Centennial Trail, overlooks, plazas, interpretive signs, and the river, all integral components of it.

Developing the Park between Mission Avenue, North Center and along the Spokane River will support and significantly enhance beneficial uses for the general public. For example, Avista's Upper Falls Reservoir has been experiencing a significant increase in non-motorized boating use over the last few years, especially since standup paddle boards became popular, and as other entities along the river (City of Spokane and McKinstry) developed formal and informal non-motorized boat launches on the lower and middle reservoir. Additionally, the shoreline next to Upriver Drive and Avista's Mission Avenue Campus has seen a significant increase in illegal camping and other inappropriate uses, preventing the general public from recreating in the area, in a manner that they feel safe to use. These inappropriate uses have also damaged the shoreline and property, as large quantities of litter and garbage have been left behind and soils have been disturbed and/or eroded. Access to the shoreline and river by Centennial Trail users or people who live in the neighborhood is difficult and unsafe, particularly given the speed of traffic along Upriver Drive and the lack of separation between the road and Trail in this area. Finally, views of the river are virtually non-existent due to the density of non-native trees that have overgrown the area.

### **Public benefits to be derived from the vacation are:**

The proposed Upriver Park will address the increase in demand for non-motorized boating use that Upper Falls Reservoir has been experiencing in recent years, enhance public safety by significantly reducing automobile traffic in the north half of the Park and by eliminating

automobile traffic in the southern half of the Park, and by eliminating illegal camping in the immediate area. The Park will have additional benefits by reducing littering and dumping in the area, and improving ecological functions by removing and thinning the non-native vegetation, and eliminating illegal camping in the area. Native trees and shrubs will be planted as necessary to help enhance ecological functions and to help control non-native plants from reinfesting the area. Additionally, the Centennial Trail, carry-in-only boat launch, floating dock, shade structure, plazas, interpretive signs, and artwork will provide the public a more inviting environment along the Spokane River. The Park will provide intrinsic and extrinsic enjoyment, passive and active recreational opportunities, and experiences, and scenic views of the river for the visiting public.





October 4, 2019

City of Spokane  
Development Services  
c/o Mr. Erik Johnson  
808 W Spokane Falls Blvd  
Spokane, WA 99201

**RE: Upriver Drive Street Vacation**

Dear Mr. Johnson:

This letter supplements Avista's application for the Upriver Drive Street vacation. Avista submitted an application to vacate a section of Upriver Drive as part of the proposed Upriver Park project. The application was submitted to the City of Spokane Engineering Department on July 22, 2019 after discussions with multiple entities, including, but not limited to, the City of Spokane Parks and Recreation Department. The vacation proposal included maps showing the portion of Upriver Drive from the intersection of Mission Avenue to the intersection of the North Center Street, along with the narrative describing the lands to be converted to Upriver Park. The south and north sections of the vacated street will also continue to function as driveway entrances into Avista's campus and to provide public parking for park and Centennial Trail users.

The City's decision to approve the street vacation is governed by RCW 35.79.030 Hearing—Ordinance of vacation. Within this section it states "*If the street or alley has been part of a dedicated public right-of-way for twenty-five years or more, or if the subject property or portions thereof were acquired at public expense, the city or town may require the owners of the property abutting the street or alley to compensate the city or town in an amount that does not exceed the full appraised value of the area vacated.*"

The proposed section of Upriver Drive to be vacated has been part of a dedicated public right-of-way for twenty-five years. The right-of-way was platted with the lands on the north section of the Ross Park Subdivision Plat in 1886. Avista is the current abutting property owner to the north/northwest of the vacation proposal.

As you are aware, the purpose of the street vacation is to allow development of Upriver Park solely for public use, including river and trail access, in an area that is currently confined by an arterial street and jersey barriers, and which allows minimal river access. The proposed park fulfills many of the City of Spokane's goals and objectives identified in its Comprehensive Plan and Shoreline Management Plan. The proposal is also consistent with City regulations, such as

Erik Johnson  
October 4, 2019  
Page 2

the Critical Area Ordinance and the Institutional Design Standards in SMC 17C.110 (500-575), by providing a public park with river access and an improved and safer section of the Centennial Trail. The street vacation and park also promote the City's goal of walkability for neighborhoods. In order to develop the park, Avista will include two acres of its own property, and undertake the design, development, and maintenance of the park. The effort has been, and will continue to be, carried out in consultation and cooperation with the City of Spokane Parks and Recreation Department.

Avista requests that the City of Spokane consider as compensation for the vacated street the substantial expenditure undertaken by Avista for the development and future maintenance of Upriver Park.

Avista appreciates your consideration of our request. If you have any questions, please contact Robin Bekkedahl at 509-495-8657 or [robin.bekkedahl@avistacorp.com](mailto:robin.bekkedahl@avistacorp.com).

Sincerely,



Rod Price  
Real Estate Manager



## Comments on Proposed Park and Related Problems

### Current Situation:

Right now, traffic on Upriver Drive from areas east of Riverview Retirement Community (which is immediately east of Avista Corp. campus) passes the intersection of Granite and Upriver Drive, then motorists have two options: Some continue west on Upriver Drive, past Avista (some turn into Avista) to the intersection of Upriver and Mission; others turn north on to North Center and travel around the Avista property to the intersection of Indiana and Perry (North Center changes to Indiana part way around Avista).

Those who go to Mission must turn west on Mission; you cannot make a left turn to go east. I think that more people continue west (sort of west) on Upriver to the Mission intersection and less people turn on to North Center and go to the Perry-Indiana Intersection. Those who go to the Indiana-Perry intersection may turn north or south on Perry or continue west on Indiana.

During rush hour, both the Upriver-Mission intersection and the Indiana-Perry intersection are very very busy. Immediately east of the Indiana-Perry intersection is the railroad track. This track also crosses Mission west of the Upriver-Mission intersection. Trains on this track are commonly a mile or more long and travel very slowly. Lines of waiting vehicles are commonly over a block long even at light traffic times, and two or three blocks long at rush hour. Lines on Mission are considerably worse than on Indiana; Mission is a very busy road.

### Avista's Proposal

Avista is submitting a proposal to close and vacate Upriver Drive from the Upriver-North Center intersection to the Upriver-Mission intersection and turn that area into a public park. All non-native trees and bushes along the river would be removed. New plantings of native species would replace the removed species. Avista would maintain the park and the Centennial Trail within the park, and Avista Security would patrol it. Avista has developed detailed plans for their proposal, which appear to detail a lovely and pleasant area. But very major traffic problems will result from the closing of this section of Upriver Drive.

Currently the Upriver-Mission intersection is problematic for traffic approaching from Upriver Drive. Mission is very busy, extremely busy during rush hours (morning and evening, primarily, but also at noon). The traffic queue turning from Upriver onto Mission is commonly quite long. And Mission is a four lane street.

The Indiana-Perry intersection is less busy, but has seen a considerable increase in the last year or so. And now I understand that Avista plans to build a parking garage a short distance from that intersection, which is likely to increase traffic even more. And Indiana is now only a two-lane street.

With the Avista Park established, all west-bound traffic on Upriver will be forced to turn north onto North Center (which changes to Indiana Ave part way around Avista—I will call it Indiana from here on).

This will more than double the current traffic volume on Indiana. The intersection of Indiana and Perry is very problematic because of the 90-degree turn immediately east of the railroad crossing and intersection. This intersection will not properly handle this increase in traffic resulting from the closure of Upriver west of North Center.

This fact, plus the added enormous problem of the train traffic, will drastically affect all traffic, and all Riverview residents. Some trains are over a mile long. They creep along at an agonizingly slow speed (noted above). The line of waiting vehicles is frequently very, very long at the Indiana-Perry intersection and often even longer at the Mission-Perry intersection (even though Mission is four-lane and Perry only two-lane). An additional concern for Riverview residents is that the only way out of the campus westward is Upriver; this traffic is forced to use this terrible route.

The situation for emergency vehicles (ambulances, fire trucks, etc.) will be terrible, especially when a delay of a few minutes can mean life or death to a Riverview resident. I think that many of these vehicles come from north of Riverview, travel south on Perry, east on Indiana, come around Avista, turn east on Upriver and north into the Riverview campus. If they hit the Indiana-Perry intersection at busy rush hours, it will not be good.

According to Avista, they will be able to continue south on Perry to Mission, east on Mission and then on the old Upriver road bed through the proposed park to Upriver Drive and east to the Riverview campus. I am not convinced of the practicality or wisdom of emergency vehicles traversing the park (a continuation of the Centennial trail) to reach Riverview.

---Ron Gooley, Riverview Resident, 1701 E. North Crescent

(This has been read by J.B. Rivard, 2301 N. Crestline St., Riverview Resident, who agrees)

From: Doug Tompkins <dougells@yahoo.com>  
Sent: Saturday, July 27, 2019 9:37 AM  
To: www.edjohnson@spokanecity.org; Johnson, Erik D.  
Subject: up river drive vacate

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Ed. Johnson

The park associated with this street vacation was the subject of a presentation to our Logan neighborhood meeting a few weeks ago. Riverview people had significant issues with the traffic flow due to the vacation. My concern is that no one could answer many question about the traffic impact of this reroute to a significant number of residents in our area. What is now 2 streets intersecting with mission will be reduced to 1. Mission is very busy and getting on and off is difficult which will become more of an issue with the new City line busses when is starts running soon. The intersection of Illinois and green street and the overpass there is also a major concern that apparently has not be addressed. The N/S highway will also have a impact on this Illinois traffic.

I would very much like to support the park which appears to require the rerouting of up river. How ever I will NOT support this until I am convinced that every body has completely evaluated and recognized the entire traffic impact of this.!! I maybe just not know all the work done to support this vacation and it's effects including what addition changes that are require to compensate for the change. SO, I suggest a complete package of impacts and remediation's be provide before providing this to the city council.

ie. DO the whole job.

Doug Tompkins  
909 E. Boone ave  
Spokane WA 99202



**Agenda Sheet for City Council Meeting of:**  
10/21/2019

<u>Date Rec'd</u>	10/9/2019
<u>Clerk's File #</u>	ORD C35825
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	DEVELOPER SERVICES CENTER
<u>Contact Name/Phone</u>	ELDON BROWN 6305
<u>Contact E-Mail</u>	EBROWN@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Hearings
<u>Agenda Item Name</u>	4700- VACATION OF GRANITE BETWEEN UPRIVER & ROSS

Agenda Wording  
Vacation of Granite St. between Upriver Dr. and Ross Ct., as requested by Riverview Retirement Community

Summary (Background)  
At its legislative session held on September 23, 2019, the City Council set a hearing on the above vacation for October 21, 2019. Staff has solicited responses from all concerned parties.

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

<u>Approvals</u>		<u>Council Notifications</u>	
<b><u>Dept Head</u></b>	CORTRIGHT, CARLY	<b><u>Study Session</u></b>	PIES 7/22/19
<b><u>Division Director</u></b>	CORTRIGHT, CARLY	<b><u>Other</u></b>	
<b><u>Finance</u></b>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<b><u>Legal</u></b>	RICHMAN, JAMES	ebrown@spokanecity.org	
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL	edjohnson@spokanecity.org	
<u>Additional Approvals</u>		kbecker@spokanecity.org	
<b><u>Purchasing</u></b>		ccortright@spokanecity.org	
		dnorman@spokanecity.org	
		korlob@spokanecity.org	



City of Spokane  
Planning & Development Services  
808 West Spokane Falls Blvd.  
Spokane, WA 99201-3343  
(509) 625-6700

## ORDINANCE NO. C35825

An ordinance vacating Granite Street from the north right-of-way line of Upriver Drive to the north right-of-way line of Ross Court.

WHEREAS, a petition for the vacation of Granite Street from the north right-of-way line of Upriver Drive to the north right-of-way line of Ross Court has been filed with the City Clerk representing 100% of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

WHEREAS, the City Council has found that the public use, benefit and welfare will best be served by the vacation of said public way; -- NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That Granite Street from the north right-of-way line of Upriver Drive to the north right-of-way line of Ross Court, within the Southwest Quarter of Section 09, Township 25 North, Range 43 East, Willamette Meridian, is hereby vacated. Parcel number not assigned.

Section 2. An easement is reserved and retained over and through the entire vacated area for the City of Spokane to protect existing and future utilities.

Passed the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest: \_\_\_\_\_  
City Clerk

Approved as to Form:

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

\_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

Effective Date: \_\_\_\_\_



**CITY OF SPOKANE  
DEVELOPMENT SERVICES**

808 West Spokane Falls Blvd, Spokane WA 99201-3343  
(509) 625-6300 FAX (509) 625-6822

**STREET VACATION REPORT  
9/11/2019**

**LOCATION:** Granite Street between Upriver Dr. and Ross Ct.

**PROPONENT:** Riverview Retirement Community

**PURPOSE:** To expand the retirement campus.

**HEARING:** October 21, 2019

**REPORTS:**

**AVISTA UTILITIES** – Avista does not have any facilities in the portion of the street to be vacated and therefore does not need any reservation of easement.

**ZAYO COMMUNICATIONS** – Thanks for the review – Zayo has no comment or objection.

**COMCAST** – We have no objections to the vacation.

**CENTURYLINK** – CenturyLink has no objections to the vacation.

**INTEGRATED CAPITAL MANAGEMENT** – There is an 8-inch sewer line that needs to be preserved and protected in place. Generally, a 30-foot easement is requested.

**FIRE DEPARTMENT** – I received word back from our Fire Protection Engineer Dave Kokot: This is a [required] fire access, and they intend on maintaining it, but as a private drive. **As long as the fire access is maintained**, no issue for us.”

**NEIGHBORHOOD SERVICES -**

Maintaining (and where possible, enhancing) right-of-way for people on foot, bike, mobile device, and other forms of micro mobility should be a major consideration in any new project. This is especially true in areas where the street grid is already disjointed, such as in this case. Granite St is currently paved with a sidewalk, and provides direct

access to the river and Centennial Trail. Once right-of-way is lost by constructing a superblock, it is extremely difficult to mend the damage later on. Unlike with driving, for people walking, biking, scooting, using a mobility device, etc, any loss of direct connection can represent a major loss in mobility and accessibility, particularly for individuals with disabilities or young children. Please only grant this street vacation if right-of-way for non-motorized modes of transportation is guaranteed to be preserved and maintained without restriction (temporal or otherwise).

**PARKS DEPARTMENT** – No comments.

**PLANNING & DEVELOPMENT – TRAFFIC DESIGN** – It looks like they want to consolidate all of their access to the NE and put another large building on the vacant lot and across the Granite ROW.

My biggest concern would be fire access. They've already closed off North Crescent to vehicles where it used to connect to North Center Street. If they close Granite then they are funneling all public access through the intersection of Crestline Street/North Crescent. They have a winding driveway off of Upriver but it's only 22 feet wide and it looks like on-street parking is allowed, which wouldn't work for fire.

**PLANNING & DEVELOPMENT – PLANNING** – No comments.

**POLICE DEPARTMENT** - No comments.

**SOLID WASTE MANAGEMENT** - No comments.

**STREET DEPARTMENT** – The street department is concerned that Granite Street will become a Dead-End street and how will turn around be addressed

**WASTEWATER MANAGEMENT** – There is a sewer main running through the proposed vacation area. Wastewater maintenance would prefer the vacation request be rejected. At a minimum we would require the usual 30' no build easement centered on the main. This easement would require no structures be built in the area and we would require 24/7 access to the area for maintenance and inspection purposes which would include the possibility of having to dig up the main if necessary.

**WATER DEPARTMENT** - No comments.

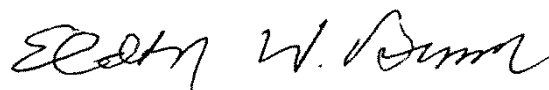
**BICYCLE ADVISORY BOARD** - No comments.

**RECOMMENDATION:** That the petition be granted and a vacating ordinance be prepared subject to the following conditions:

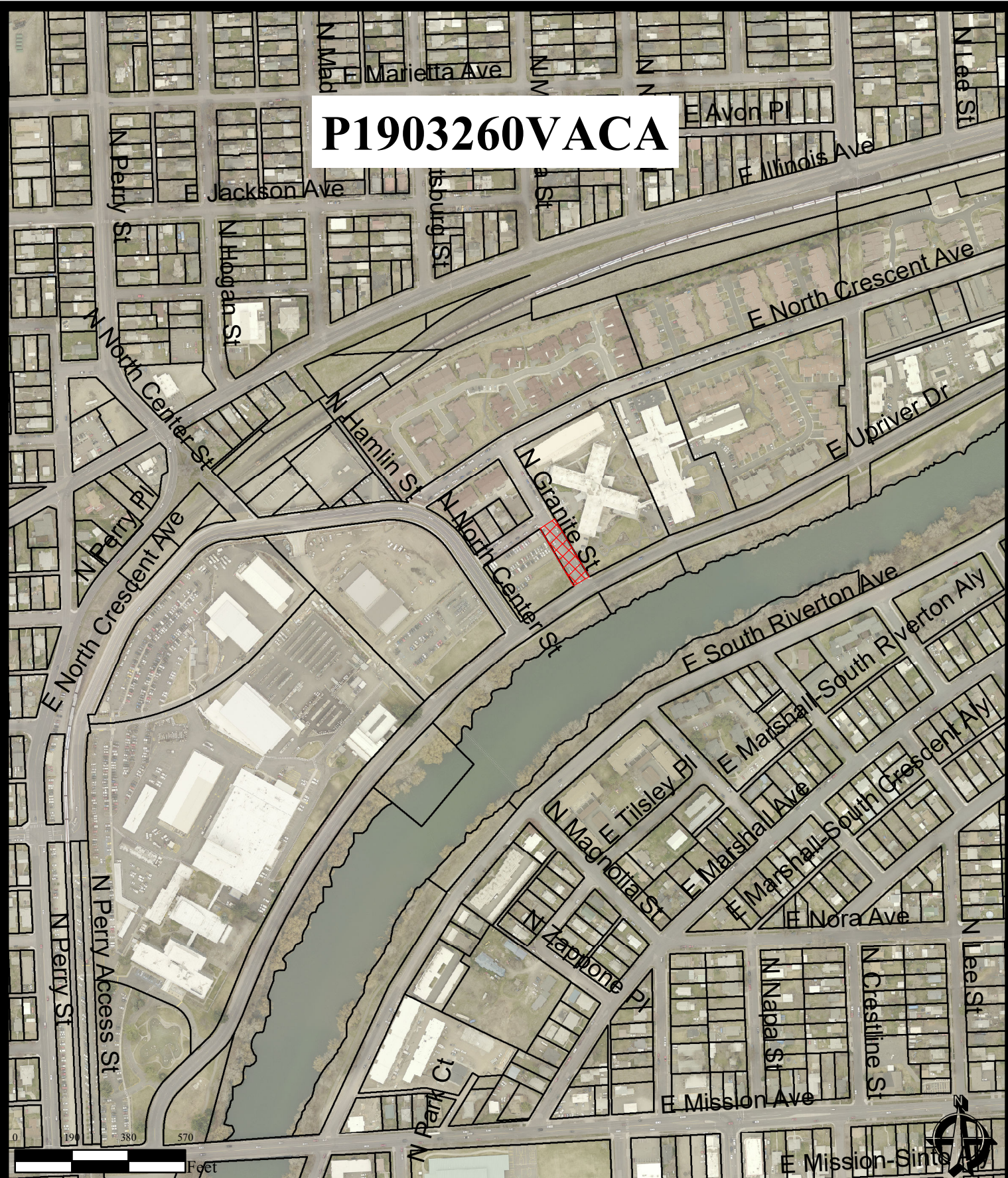
1. An easement as requested by the City of Spokane shall be retained to protect existing and future utilities.
2. Adequate emergency vehicle access shall be maintained to existing and future buildings.
3. A public turn-around will be required to be constructed at the north end of vacated granite, or financially guaranteed for construction, prior to final reading of the ordinance.
4. The proponent shall pay to the City of Spokane the assessed valuation for the vacated land as defined by the latest information from the County Assessor's Office. This is calculated to be \$57,225.00 and is to be deposited to Budget Account #3200 49199 99999 39510.
5. The intersection of North Center Street and North Crescent Avenue is closed to vehicular access. To provide an additional escape route during an emergency, the existing drainage swale sidewalk, and wall, blocking vehicular access, needs to be modified to allow two-way traffic and emergency vehicle access. Removable bollards, or an acceptable alternative, must be installed to prevent vehicular access during non-emergencies.
6. The plans for termination and closure of Granite Street and for the modifications to the intersection of North Center Street and North Crescent Avenue must be submitted to and accepted by Developer Services, prior to construction, and the improvements must be satisfactorily constructed, or financially guaranteed for construction, prior to final reading of the ordinance.
7. That the final reading of the ordinance be held in abeyance until all of the above conditions are met and that the above conditions are met by December 1, 2020.

Eldon Brown, P.E.  
Principal Engineer – Planning & Development

EDJ/xxx



# P1903260VACA



**Right-of-way Description:  
Granite Street from Upriver to the  
north RW line of vacated Ross Court**

**Legend**  
 Vacation

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





June 3, 2019

Eldon Brown, P.E.  
City of Spokane  
Development Services Center  
City Hall, Third Floor  
808 West Spokane Falls Boulevard  
Spokane, WA 99201-3343

***Re: Street Vacation Request***

Dear Mr. Brown:

This letter accompanies the Application to vacate a portion of Granite Street between East Upriver Drive and the north right-of-way line of vacated Ross Court. As we have discussed, the primary reason to vacate this street is to allow Riverview to develop vacant property with a future multistory building to seniors with assisted living and independent living service into the existing campus and further the care and resources for our residents. Enclosed is a Resolution from the Riverview Board of Directors requesting the street vacation. The Application shows that Riverview owns all property adjacent to Granite Street. At this point, Granite operates as a limited access street given its connection to East North Crescent Avenue.

We are aware that Avista (our neighbor) is proposing to vacate a portion of East Upriver Drive from Indiana to Mission Avenue. This would result in westbound drivers on Upriver Drive turning north on Indiana Avenue to continue their travel into Spokane. As a practical matter, if Granite Street remains in its present configuration, our retirement community is likely to experience additional vehicle traffic from persons who attempt to proceed north toward their destination.

**Reasons for the Street Vacation**

As you know, in 2016 through a street vacation process Riverview acquired Ross Court, a small street segment internal to the Riverview campus. This vacation also allowed for consolidation of Riverview property, since it owned the properties on both sides of Ross Court. For a considerable period of time, Riverview has planned to locate its future building for assisted and independent living residents on the vacated Ross Court, and on the requested vacated portion of Granite Street, to join the remaining Riverview property that is adjacent to East Upriver Drive. For Riverview internal circulation and building placement, a product of its master planning process, is vital to resident safety and "on-campus" services.

We have discussed with Avista the vacation of a segment of East Upriver Drive to further their existing campus development. Their expansion will abut the west edge of the Riverview property and result in a new right turn (with associated improvements) at East Upriver Drive and Indiana. Given that both of these streets are minor arterials, the improvements will accommodate traffic proceeding faster than typically experienced on residential streets. We also understand that this vacation will prevent traffic from entering the intersection of East Upriver Drive and Mission, and thus make the primary ingress and egress from the northwest, Indiana Avenue. With proper planning and coordination of property interests, we believe both the vacation of Granite Street and a part of East Upriver Drive will benefit this area.

### **Public Benefits**

The public will benefit from this vacation by creating an internally consistent circulation system for the Riverview residents, care-providers and visitors that supports the existing and to-be constructed buildings and improvements. The elimination of the part of Granite Street where it connects with East Upriver Drive will reduce unnecessary traffic and turning movements for persons whose destination is not Riverview. The remaining portion of North Granite Street will contain City utilities, provide for fire and emergency services, assist vendors, residents and visitors who are moving about and between the campus buildings. Finally, North Granite will become a safer street and be returned to the City, County and State tax rolls.

### **Conclusion**

Riverview, through its master planning process and acquisition of property, is prepared to finance and construct a future \$40 million building. This will offer state-of-the-art housing and care solutions for seniors from our region who are looking for independent and assisted living services in a location that is close to the rich cultural, recreational, medical and educational opportunities that Spokane has to offer. Since 1958 Riverview has supported, provided care and made investments for its residents at its present location. Given the redevelopment of this area and the proposed changes to the street system by Avista, Riverview respectfully requests that Granite Street, as set forth in the attached application, be vacated.

Thank you for your consideration.

Very truly yours,

WITHERSPOON • KELLEY

  
Stanley M. Schwartz



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SMS/kh

cc: Charles Tirrell  
Mike Drew  
Rod Staton  
Robin Bekkedahl  
Greg Hesler