

**Public Infrastructure, Environment, and Sustainability Committee**  
**Meeting Agenda for**  
**June 24, 2019**  
**COUNCIL BRIEFING CENTER**

The Spokane City Council's Public Infrastructure, Environment, and Sustainability Committee meeting will be held at **1:15 p.m. on June 24, 2019** in Council Briefing Center, Lower Level, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington.

The meeting will be conducted in a standing committee format. Because a quorum of the City Council may be present, the standing committee meeting will be conducted as a committee of the whole council. The Public Infrastructure, Environment and Sustainability Committee meeting is regularly held every 4<sup>th</sup> Monday of each month at 1:15 p.m. unless otherwise posted.

The meeting will be open to the public, with the possibility of moving or reconvening into executive session only with the members of the City Council and the appropriate staff. No legislative action will be taken. No public testimony will be taken and discussion will be limited to appropriate officials and staff.

**AGENDA**

**I. Call to Order**

**II. Approval of minutes from May 20, 2019**

**III. Discussion Items**

A. Council Requests

1. Consent Items for Discussion
2. Utility Credits Ordinance – Council Member Burke (10 minutes)
3. Loaned Employee and Property to other Government Agencies Ordinance – Council Member Mumm (10 minutes)

B. Staff Requests

1. Impact Fees Discussion – Inga Note (20 minutes)
2. Public Works Apprentice Program – Jason Sandobal (10 minutes)
3. WheelShare Program – Status Update – Colin Quinn-Hurst/Brandon Blankenagel (10 minutes)

**IV. Strategic Initiatives Session – Council Member Beggs and Scott Simmons**

Priority Strategy 1: Rapidly Accelerating Street Pavement Maintenance Projects

- Construction Highlights – Kyle Twohig (10 minutes)

Priority Strategy 2: Repurposing Public Property and Assets to Stimulate Private Investment

- Update on Wastewater Maintenance Property – 909 East Sprague – Charlie Wolff/Scott Simmons (10 minutes)

Priority Strategy 3: Sustainable City

- Smart Use of Water Resources for Economic Growth:
  - Develop Comprehensive Water Conservation Plan
    - Define and identify Park/Water Conservation Projects – Nick Hamad and Doug Greenlund (15 minutes)

- Putting our Renewable Energy Resources to Work in the Community – Scott Simmons (5 minutes)

**V. Consent Items**

1. SBO for Spokane County Consolidated Homeless Grant Funds
2. Collection Agency Contracts
3. On-Going Public Auction Services
4. On Call Structural Engineering Consultant
5. Release/Modify Easements – Shaw Middle School
6. Liquid Chlorine Annual Value Blanket
7. Resolution and Contract for Control Solutions Northwest
8. Contract Renewal for Liquid Magnesium Hydroxide
9. Value Blanket Extension for Inventory Management Services at Waste to Energy
10. Amendment to Contract for Boilermaker Services at Waste to Energy
11. Contaminated Material Disposal Contract

**VI. Executive Session**

Executive Session may be held or reconvened during any Public Infrastructure, Environment, and Sustainability Committee meeting.

**VII. Adjournment**

**Next Public Infrastructure, Environment, and Sustainability Committee Meeting**

July 22, 2019 1:15 p.m. in the Council Briefing Center

**STANDING COMMITTEE MINUTES**  
**City of Spokane**  
**Public Infrastructure, Environment, and Sustainability**  
**May 20, 2019**

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**Committee Members Present**

Council Member Breean Beggs, Committee Chair  
Council Member Mike Fagan, Vice Committee Chair  
Council Member Kate Burke  
Council Member Lori Kinnear  
Council Member Candace Mumm

**Committee Members Absent**

Council Member Karen Stratton  
Council President Ben Stuckart

**Staff Present**

Angela Albin-Moore, Chris Averyt, Brandon Blankenagel, Eldon Brown, Dan Buller, Chris Cafaro, Mike Cannon, Carly Cortright, Danielle Cossey, Anna Everano, Marlene Feist, Jacob Fraley, Raylene Gennett, Joel Graff, Nathan Groh, Clint Harris, Curtis Harris, Garrett Jones, Dan Kegley, Rod Mann, Adam McDaniel, Val Melvin, Katherine Miller, Cadie Olsen, Kyle Overbust, David Paine, Jason Sandobal, Mark Serbousek, Scott Simmons, Kyle Twohig, Michele Vazquez, Kandace Watkins

Council Member Beggs called the meeting to order at 10:30 a.m.

**Review and Approval of Minutes**

Council Member Beggs asked for a motion to approve the minutes of the April 22, 2019 meeting.

- **Action Taken**
- Council Member Fagan moved to approve the minutes of the April 22, 2019 meeting as presented; the motion was seconded by Council Member Kinnear.

**Discussion Items**

**A. Council Requests**

1. Consent Items for Discussion
2. Legislative Items
3. Purchasing Electric Vehicles

Council Member Beggs gave a brief overview this item and the draft ordinance in the packet. He spoke about the State requirement for electric fleet for municipals. Scott discussed the coordination with Avista to identify locations for charging stations. An analysis mechanism is being developed to report on vehicle replacements.

4. Green Bins

Council Member Kate Burke spoke about communication from citizens that were wanting to either compost or put their yard waste somewhere other than the

garbage container. She discussed providing green yard waste bins at no charge to citizens to encourage use. Scott Simmons discussed the next rate setting process in 2020 and analyzing operation expenses and revenue of the utilities. Council Member Burke suggested charging more for the largest garbage bin to offset the cost for operations of the yard waste bin and provide it at no cost to citizens. Discussion was had on composting and other opportunities for disposing of yard waste such as at community clean ups.

#### 5. Spokane Falls Boulevard Update

Kyle Twohig gave a brief update on the Spokane Falls Boulevard traffic design and surface treatments. Two lanes of traffic with a bike lane facility, parking along the library, with a raised tabletop for the intersection and shortened crossing sections for Spokane Falls Boulevard. Kyle discussed the options being explored for traffic control to enable use of Spokane Falls Blvd. for events. Discussion was had on the transit bus stop on Main Avenue as well as even busses load/unload. Council Members Mumm and Burke discussed the library's plans for their main entrance relocation and pedestrian crossing.

Scott Simmons gave a brief update on the Post Street Bridge closure on Friday. The bridge inspection firm that was hired to perform an inspection by rope climbing due to the weight limit restrictions suggested the closure. Kyle spoke about the joint load inspections. Discussion was had on the planned bridge replacement, which is in design and anticipated to advertise this fall and completion end of 2021.

Scott Simmons gave a brief update on the rainstorm on May 16<sup>th</sup>. Staff are still evaluating the information as to the amount of rain received in such a short amount of time. An unrelated water main break at the same time. Crews were called in for cleanup and street sweeping activities are ongoing. Clint Harris spoke about the erosion on TJ Meenach, as well as other remote places with erosion that are being surveyed. Maple/Walnut will be assessed as well. Scott discussed the treatment plant headworks bypass tank hillside erosion. The event was reported to Ecology and we are evaluating the impacts. The erosion has been shored up and working on repairs. Council Member Beggs inquired about the routine evaluation of bike lane sweeping. Scott Simmons discussed the efforts to make sure that bike lanes are receiving the same level of service as travel lanes.

#### B. Staff Requests

##### 1. City of Spokane recent awards

Marlene Feist gave an overview of the recent awards for the City of Spokane, Public Works and Public Works staff.

- Women in Transportation (WTS) Project of the Year Award – University District Gateway Bridge – Katherine Miller
- American Public Works Association (APWA) Washington State Chapter 2019 Project of the Year Award – Monroe Street Project
- Spokane Regional MarCom Association – 2019 Spark Awards – Monroe Street Project – Rogue Heart Media
- Gonzaga University, Office of Sustainability – Engagement Create Award – Cadie Olsen
- Washington State Department of Health – Drinking Water Week 2019 – Commitment to Excellence Award

- Pacific Northwest Section of the American Water Works Association (PNWS – AWWA) – The Outstanding Leadership and Support by an Organization Award
  - Idaho Washington Aquifer collaborative (IWAC) – Outstanding Service – Dan Kegley, President 2017-2019
2. Administrative Reserve Increase for Sunset Boulevard Project
- Joel Graff discussed the request to approve the increase to the administrative reserve to the contract for the Sunset Boulevard project. Joel spoke about the additional work required for traffic design taking into account truck traffic for two local hotels. An additional work and cost will be required due to the severe rainstorm on May 16<sup>th</sup> that is not included in this adjustment.

### Strategic Plan Session

#### A. Priority Strategy 1. Rapidly Accelerating Street Pavement Maintenance Projects

- 6-year Comprehensive Street Program Draft  
Brandon Blankenagel discussed the draft of the street program and will return to Council for approval in June, in advance of the July 1<sup>st</sup> deadline. The consistency matrix was distributed. It is utilized for verifying that projects are compliant with the Comprehensive plan. He discussed the reconciliation sheet that outlines the new programs, completed and removed programs. Brandon discussed several projects including the Ben Burr Trail crossings, and the South University Gateway Bicycle linkage feasibility study as well as the process of identifying projects to move into the six-year program. Council Member Mumm requested an update on Impact fees on a future PIES agenda.

#### B. Priority Strategy 2. Repurposing Public Property to Stimulate Private Investment

- No report this meeting.

#### C. Priority Strategy 3. Sustainable City

- Putting our Renewable Energy Resources to Work in the Community:
  - Greenhouse Gas Inventory: Saving Energy  
Nathan Groh gave an overview of the greenhouse gas inventory for 2016. He reviewed the results of the inventory and estimations for local municipal operations for emissions of greenhouse gas. He provided a PowerPoint that also included a review of the community measurements of emissions.
- Smart Use of Water Resources for Economic Growth:
  - Emerging Smart Water System Resilience Technologies
  - Machine Based Learning  
Dan Kegley discussed innovations in water system industry such as using machine divers in pipes, satellite leak detection, and most recently to discover machine based learning. Utilizing existing data on pipe types, leak detection, climate, similar soil conditions and gives a factored risk assessment of areas prone to leaks. This will inform staff on long range and short range capital planning.
- Smart Cities Initiatives:

- Street Lights LED Installations - Update on Installations  
Val Melvin gave a brief overview of the progress for the conversion of streetlights to LED. From 2006 to 2011, the annual energy savings is estimated to be more than 750,000-kilowatt hours with a rebate of \$84,200 received from Avista. 2014 to present has been an annual energy savings of more than 300,000-kilowatt hours and a rebate of \$66,000. The conversion began in 1997 with traffic signal heads, then in 2006 with pedestrian signal heads and then in 2014 the conversion of overhead street lighting. In 2015-2017 the railroad viaduct tunnel lighting and under-freeway lighting were converted. It is anticipated that the project will be completed in 2020.

#### Consent Items

1. Annual Neighborhood Traffic Calming Projects (Cycle 7)
2. 33rd Avenue – Bernard to Division
3. Special Budget Ordinance for Southside Sports Complex Project
4. Extension of Sole Source Contract Extension-NERC/FERC Compliance Consulting
5. CSO Informational Signs
6. Purchase Asphalt Mixes
7. South Gorge Trail – Washington State Department of Commerce Grant  
Riverside Park Water Reclamation Facility
8. Purchase and Sole Source Resolution of Plug Valves, Parts and Supplies
9. Purchase and Sole Source Resolution of Controllers, Probes, Parts and Supplies
10. Contract for Sludge Removal in Digester #3

#### Next Public Infrastructure, Environment, and Sustainability Committee Meeting

June 24, 2019 1:15 p.m. in the Council Briefing Center

#### Executive Session

None.

#### Adjournment

The meeting adjourned at 11:55 a.m.

#### Prepared by:

Barbara Patrick, Administrative Specialist

#### Approved by:

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Chair

## Briefing Paper

<b>Division &amp; Department:</b>	City Council
<b>Subject:</b>	Utility charge credit for temporary shelter providers
<b>Date:</b>	June 13, 2019
<b>Author (email &amp; phone):</b>	Brian McClatchey ( <a href="mailto:bmcclatchey@spokanecity.org">bmcclatchey@spokanecity.org</a> ) (625-6210)
<b>City Council Sponsor:</b>	Kate Burke
<b>Executive Sponsor:</b>	None
<b>Committee(s) Impacted:</b>	Public Safety and Community Health
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	<a href="#">Comprehensive Plan Policy H 1.10 (Lower-Income Housing Development Incentives)</a> : <i>Support and assist the public and private sectors to develop lower-income or subsidized housing for households that cannot compete in the market for housing by using federal, state, and local aid.</i> (“Local incentives . . . may include . . . fee exemptions . . .”)
<b>Strategic Initiative:</b>	<b>Available Housing; Our Most Vulnerable; Safer Community.</b>
<b>Deadline:</b>	Will file for Council consideration following committee meeting.
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Utility fee credit for providers of permanent supportive housing and emergency homeless shelters.
<b>Stakeholders involved:</b>  Volunteers of America Excelsior Catholic Charities SNAP Transitions Family Promise	
<b>Budget Impact:</b> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" 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.) <a href="#">The City will forego utility fee collection for several properties which are used for permanent supportive housing and temporary emergency shelter space.</a>	
<b>Operations Impact:</b> Consistent with current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Requires change in current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Specify changes required: Current utility credit program must be expanded to allow for other classes of property. Known challenges/barriers: A relatively small reduction in utility fee collection due to the small number of these qualifying properties.	

## ORDINANCE NO. C-\_\_\_\_\_

An ordinance concerning utility fee credits for specific classes of utility accounts in the City of Spokane; amending sections 13.11.020, 13.12.020, and 13.12.050; and adopting a new chapter 13.13 of the Spokane Municipal Code, and declaring an emergency.

**WHEREAS**, the City of Spokane has the legal authority to operate a water system (RCW 35.92.010) and a sewerage and solid waste disposal system (RCW 35.92.020); and

**WHEREAS**, the Washington State Constitution Article 8, Section 7 permits “the necessary support of the poor and infirm”; and

**WHEREAS**, chapters 35.92 and 35.67 RCW authorize cities to “provide assistance to aid low-income persons in connection with services” provided municipal utilities; and

**WHEREAS**, RCW 35.92.020(5) and RCW 35.67.020(5) authorizes cities to “provide assistance to aid low-income persons in connection with services under” chapter 35.92 RCW and chapter 35.67 RCW; and rates for water, sewer, and solid waste services “must be uniform for the same class of customers or service” and in making classifications, the City Council may consider, among other things, “matters which present a reasonable difference as a ground for distinction” (RCW 35.92.010; 35.92.020(2)(h)); and

**WHEREAS**, nearly seventeen percent of households in the City of Spokane reported an income below the poverty line in the 2010 Census, and the City Council recognizes that utility rate increases have a profound impact on low-income customers; and

**WHEREAS**, the City of Spokane has established a Senior or Disabled Residential Customer rate classification (Chapter 13.11, SMC) and a utility rate credit for nonprofit housing providers for persons with Developmental Disabilities (Chapter 13.12, SMC), which offers a monthly utility bill credit for residential customers who qualify as a senior or disabled property owner under state law and who have been approved for property tax exemption status by Spokane County; and

**WHEREAS**, the most recent point-in-time count of people experiencing homelessness in Spokane showed an increase in the number of unsheltered homeless people in our community, and this crisis requires immediate, substantial efforts to both provide additional housing and maintain support for emergency shelter providers; and

**WHEREAS**, upon further analysis and review, the City of Spokane finds that qualified nonprofit operators of emergency shelters and permanent supportive housing should be included in the categories for which reduced or waived utility charges are appropriate and proper; and



**WHEREAS**, it is therefore in the best interest of the City of Spokane and its residents to place senior or disabled residential customers, non-profit providers of tax-exempt housing for developmentally disabled people, and qualified non-profit operators of emergency homeless shelters, transitional housing, and permanent supportive housing into classifications based on the reasonable distinctions described in this ordinance; and

**WHEREAS**, several local non-profit operators of emergency homeless shelters, transitional housing, and permanent supportive housing are currently at risk of closing their doors and therefore unable to house people experiencing homelessness who would then have nowhere else to go due to financial constraints; and

**WHEREAS**, without additional sources of funding or reductions in expenses, such as by reducing the utility charges they face, which can be in the thousands of dollars each month, some of these providers of essential services for Spokane's most vulnerable people may have to cease providing housing for people experiencing homelessness; and

**WHEREAS**, the City Council determines that the risk that some of these housing providers may have to close without additional financial support constitutes an emergency within the meaning of Section 19 of the Spokane City Charter, such that this ordinance shall be effective immediately upon passage by the vote of one more than a majority of the City Council.

**NOW THEREFORE**, the City of Spokane does ordain:

**Section 1.** That section 13.11.020 of the Spokane Municipal Code is amended to read as follows:

### **Section 13.11.020 Qualifications**

An applicant must qualify as an individual with an active property tax exemption (submitted and approved in accordance with RCW 84.36.379-389) on file at the Spokane County Assessor's office for that residence.

- A. Qualifying property owners may request his/her primary residence receive a credit under the Senior or Disabled Person Residential Utility Credit by submitting a written request to the City of Spokane (~~(, using the form prescribed and supplied by the City)~~) by submitting the request for the credit through the City website or by calling MySpokane 311. If a property owner is unable to make his/her own request, it may be made by a duly authorized agent, guardian or other person charged with the care of the person or property of such person. The City (through its utility billing or My311 service) may annually request a listing of active property tax exemptions from the Spokane County Assessor's office and use this list to automatically apply the Senior or Disabled Person Residential Utility Credit.

- B. The effective date for the credit shall be the month following the submission and acceptance of ~~((an accurate, complete, and signed))~~ the request, regardless of date having received the property tax exemption on file with Spokane County. Any charges, along with any associated late penalties and interest that may have accrued for the residence prior to the effective date for the credit will still be due, as previously billed, and subject to collection in accordance with this chapter.
- C. If a qualifying customer moves to a new primary residence, he or she must submit a new request for a credit in accordance with ~~((subsection B of))~~ this section.
- D. In the event of death of a qualifying property owner, a surviving spouse may continue to receive the credit for their primary residence if:
  - 1. The surviving spouse has an approved request for property tax exemption at the Spokane County Assessor's office for an active property tax exemption; and
  - 2. If a request is not received from the surviving spouse within ninety (90) days, the residence will be billed the regular utility fees applicable to that type of residence.
- E. A qualifying property owner must maintain an active property tax exemption on file at the Spokane County Assessor's office for his/her primary residence to continue to qualify for the credit for his/her residence.
- F. The property owner is responsible for reporting any change (e.g., change of residence, change from "active" tax exemption status, death of qualifying spouse, etc.) that may affect his/her qualifying for the credit. If the property owner fails to report any such change, the City shall have the right to pursue the billing and collection of any additional fees (the credit provided multiplied by the applicable number of months) that may be due to the City.

**Section 2.** That section 13.12.020 of the Spokane Municipal Code is amended to read as follows:

### **Section 13.12.020 Qualifications**

- A. In order to qualify for the utility fee credit established by this chapter, an applicant must qualify as a nonprofit provider of long-term housing for persons with developmental disabilities with an active property tax exemption (approved under the provisions of RCW 84.36.042) on file at the Spokane County Assessor's office for that property.
- B. Qualifying property owners may request that each qualifying property receive the credit established by this chapter by submitting a written request to the City of Spokane ~~((, using the form prescribed and supplied by the City))~~ by submitting the request for the credit through the City website or by calling MySpokane 311. A property owner may make this request through a duly authorized agent. The City (through its utility billing or My311 service) may annually request a listing of

active property tax exemptions from the Spokane County Assessor's office and use this list to automatically apply the Senior or Disabled Person Residential Utility Credit.

- C. If approved, the effective date for the credit shall be the month following the City's acceptance of ~~((an accurate, complete, and signed))~~the request, regardless of the date of the property having received the property tax exemption under RCW 84.36.042. Any charges, along with any associated late penalties and interest that may have accrued for the property prior to the effective date of the credit will still be due, as previously billed, and subject to collection under to this chapter.
- D. If a qualifying nonprofit becomes the owner of additional property(ies), the owner must submit a new request for a credit for each property pursuant to subsection B of this section.
- E. A qualifying nonprofit property owner or lessee must maintain an active property tax exemption on file at the Spokane County Assessor's office for each property in order to continue to qualify for the credit for each property.
- F. The property owner is responsible for reporting any change (e.g., change of ownership, change from "active" tax exemption status, dissolution of qualifying nonprofit, cessation of exemption, etc.) that may affect qualification for the credit or that may affect qualification for the underlying tax exemption as provided in RCW 84.36.042). If the property owner fails to report any such change, the City shall have the right to pursue the billing and collection of any additional fees (i.e., the credit provided, multiplied by the applicable number of months) that may be due to the City.

**Section 3.** That section 13.12.050 of the Spokane Municipal Code is amended to read as follows:

#### **Section 13.12.050 Periodic Review**

The program created by this chapter shall expire on December 31, ~~((2020))~~2022. No later than June 30, ~~((2020))~~2022, administration staff shall provide a report on the program created by this chapter to the City Council and make a recommendation as to whether to extend this program beyond the expiration date provided for in this section.

**Section 4.** That there is enacted a new chapter 13.13 of the Spokane Municipal Code to read as follows:

### **Chapter 13.13 Credit for Qualified Nonprofit Temporary Housing Operators**

#### **Section 13.13.010 Findings, purpose, and applicability**

- A. The City of Spokane finds that it is important for the City to support people experiencing homelessness in our community. Given the high cost of housing and the economics of providing temporary housing for people who are experiencing or exiting homelessness, the City finds it is in the best interests of

our community to extend a utility fee credit for qualified non-profit providers of such housing.

- B. This chapter is intended to provide a specific utility fee credit for qualified nonprofit providers of temporary housing for people who are experiencing or exiting homelessness.

### **Section 13.13.020 Definitions**

- A. “Emergency shelter” means any facility for the provision of temporary daytime or nighttime shelter for people experiencing homelessness in general, or for specific populations of people experiencing homelessness
- B. “Permanent supportive housing” means a program for the provision of non term-limited housing subsidy and supportive services for people who have disabling conditions and who were experiencing homelessness at the time of program enrollment.
- C. “Qualified nonprofit” means a Washington state nonprofit corporation formed pursuant to Chapter 24.03, RCW, having a current active and good standing status with the Washington Secretary of State, and actively participating in the City of Spokane’s Homeless Management Information System (“HMIS”).
- D. “Temporary housing” means emergency shelters and transitional housing, as the same are both defined in this section.
- E. “Transitional housing” means any unit or facility for the provision of up to 24 months of temporary lodging and supportive services for people experiencing homelessness, to facilitate movement to permanent housing.

### **Section 13.13.030 Qualifications**

- A. In order to qualify for the utility fee credit established by this chapter, an applicant must be a qualified nonprofit provider of temporary shelter and/or permanent supportive housing which either owns or operates the qualifying housing under lease agreement.
- B. Qualifying property owners or lessees may request that each qualifying property or housing unit receive the credit established by this chapter by submitting a written request to the City of Spokane by submitting the request for the credit through the City website or by calling MySpokane 311. A property owner or lessee may make this request through a duly authorized agent.
- C. If approved, the effective date for the credit shall be the month following the City’s acceptance of the request. Application of this credit is prospective only; Any charges, along with any associated late penalties and interest that may have accrued for the property prior to the effective date of the credit will still be due and owing, as previously billed, and subject to collection under to this chapter.

- D. A qualifying nonprofit that becomes the owner, operator, or lessee of additional property(ies) must submit a new request for a credit for each individual property pursuant to subsection B of this section.
- E. The qualified nonprofit is responsible for reporting to the City any change (e.g., change of ownership, change of use of the property, change of operations such that the property owner no longer provides emergency shelter housing or permanent supportive housing, dissolution of the qualifying nonprofit, etc.) that may affect qualification for the credit. If the qualified nonprofit fails to report any such change, the City shall have the right to pursue the billing and collection of any additional fees (*i.e.*, the credit provided, multiplied by the applicable number of months) that may be due to the City.

#### **Section 13.13.040 Credit**

- A. The credit provided by this chapter shall be one hundred percent (100%) of the monthly wastewater and solid waste collection charges. Water service shall be provided to qualified nonprofit operators of temporary housing at a rate equal to the cost of the water service as provided in RCW 35.92.010.
- B. An account which does not receive all three utility services shall only receive partial credit as listed in SMC 13.12.040.

#### **Section 13.13.050 Periodic Review**

The program created by this chapter shall expire on December 31, 2022. No later than June 30, 2022, administration staff shall provide a report on the program created by this chapter to the City Council and make a recommendation as to whether to extend this program beyond the expiration date provided for in this section.

**Section 5.** That the City Council finds that this ordinance is necessary for the immediate preservation of the public peace, health, and safety, and that pursuant to Section 19 of the Spokane City Charter, this ordinance shall take effect immediately upon passage by the affirmative vote of one more than a majority of the City Council.

**PASSED** by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

**PASSED** by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

## **ORDINANCE NO. C-\_\_\_\_\_**

An ordinance regulating the practice of loaning city employees and property to other government agencies; enacting new chapters 03.13 and 12.12 of the Spokane Municipal Code.

**NOW THEREFORE**, the City of Spokane does ordain:

**Section 1.** That there is enacted a new chapter 03.13 of the Spokane Municipal Code is amended to read as follows:

### **Chapter 03.13      Loaned Employees** **Section 03.13.010 Purpose and Intent**

- A. This chapter is intended to provide guidance for any loan of employees of the City of Spokane to other agencies, for any purpose.

### **Section 03.13.020 Definitions**

- A. "Loaned employee" means a regular City of Spokane employee who is assigned to perform specific work for a public agency other than the City of Spokane, while remaining an employee of the City of Spokane.
- B. "Public agency" means the state of Washington, a county, municipal corporation, public development authority, special taxing authority, or federally-recognized Indian tribe.
- C. "Receiving agency" means a public agency which receives the services of a loaned employee from the City of Spokane.

### **Section 03.13.030 Authority for Loan of City Employees**

- A. The City of Spokane has the authority, under RCW 39.34.060, to loan City employees to another government entity as part of its responsibilities to accomplish a joint undertaking established by interlocal agreement.
- B. Under RCW 39.34.030(2), "[a]ppropriate action by ordinance, resolution or otherwise pursuant to law of the governing bodies of the participating public agencies shall be necessary before any such agreement may enter into force."
- C. As part of the City Council's duty and authority to adopt the annual budget for the City of Spokane, the City Council approves the use of City funds for personnel salaries and benefits under Section 26 of the City Charter. The annual City budget dedicates funds for employees to provide services to the City of Spokane, and not to other government agencies, except as provided in this chapter.

### **Section 03.13.040 Required Terms for Loan of City Employees**

- A. Any loan of City employees must be by written interlocal agreement, which must be approved by the City Council prior to the start of any work to be performed by a loaned City employee.
- B. City employees may only be loaned to other government agencies under the following conditions:
  - 1. City loans of employees shall be for a maximum duration of 180 calendar days which may not be extended;
  - 2. The employee loan agreement shall specify the activities which the loaned employee will conduct, the percentage of the employee's regular work week that loaned work will require;
  - 3. Both the lending and receiving agencies shall designate a supervisor by name to supervise the loaned employee as in the normal course, such as approving time sheets, approving any time off requests, and the like;
  - 4. The receiving agency shall reimburse the City for the percentage of the loaned employee's total compensation, including salary and benefits, equal to the percentage of the employee's regular work week that the employee will be performing work for the receiving agency and on the loaned employee's regular pay schedule;
  - 5. Neither the City of Spokane, nor the loaned employee, shall have any obligation to pay for or provide any training, travel, use of a city vehicle, or any equipment the loaned employee requires in order to carry out the job duties required for the loaned work, and those costs shall be the sole responsibility of the receiving agency; and
  - 6. The agreement shall specify that during the term of the employee loan, the employee remains a regular employee of the City of Spokane for all purposes other than those specifically contemplated by the employee loan agreement, including, without limitation, collective bargaining, worker's compensation, vacation and leave accrual, and employee benefits.

**Section 2.** That there is enacted a new chapter 12.12 of the Spokane Municipal Code to read as follows:

### **Chapter 12.12      Loan of City Property and Equipment**

#### **Section 12.12.010 Purpose and Intent**

This chapter is intended to provide guidance for any loan of City property or equipment to other agencies, for any purpose.



### **Section 12.12.020 Definitions**

- A. "Loaned equipment" or "loaned property" personal property of the City of Spokane which is loaned to another public agency while remaining the property of the City of Spokane.
- B. "Public agency" means the state of Washington, a county, municipal corporation, public development authority, special taxing authority, or federally-recognized Indian tribe.
- C. "Receiving agency" means a public agency which receives property or equipment on loan from the City of Spokane.

### **Section 12.12.030 Authority for Loan of City Property or Equipment**

- A. The City of Spokane has the authority, under RCW 39.34.060, to loan City property or equipment to another government entity as part of its responsibilities to accomplish a joint undertaking established by interlocal agreement.
- B. Under RCW 39.34.030(2), "[a]ppropriate action by ordinance, resolution or otherwise pursuant to law of the governing bodies of the participating public agencies shall be necessary before any such agreement may enter into force."

### **Section 12.12.040 Required Terms for Loan of City Property or Equipment**

- A. Any loan of City property or equipment must be by written interlocal agreement, which must be approved by the City Council prior to the start of any work to be performed under the interlocal agreement.
- B. City property or equipment may only be loaned to other public agencies under the following conditions:
  - 1. No loan of City property or equipment may exceed 180 calendar days which may not be extended;
  - 2. The loan agreement shall specify the purpose of the loan of City property or equipment;
  - 3. Both the lending and receiving agencies, through their respective department heads, shall designate by name a person responsible for the care and maintenance of the loaned City property or equipment;
  - 4. The receiving agency shall pay to the City, at regular intervals throughout the loan period, a reasonable rental amount for the use of the City property or equipment;
  - 5. The receiving agency shall, during the loan period, have the sole responsibility to repair any damages to the loaned property or equipment caused by the receiving agency, reasonable wear and tear excepted; and
  - 6. The agreement shall specify that during the loan period, the property or equipment remains the property of the City of Spokane, and the property shall be returned to the City in good and serviceable condition at the end of the loan period.

**PASSED** by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

## Briefing Paper

### Public Infrastructure, Environment & Sustainability Committee

<b>Division &amp; Department:</b>	Integrated Capital Management
<b>Subject:</b>	Transportation Impact Fees
<b>Date:</b>	6/24/2019
<b>Contact (email &amp; phone):</b>	Inga Note, <a href="mailto:inote@spokanecity.org">inote@spokanecity.org</a> , 625-6331
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	PIES
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b>	Comprehensive Plan
<b>Strategic Initiative:</b>	Innovative Infrastructure, Sustainable Resources
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Adoption of update to transportation impact fee code and project list

**Background/History:** The City adopted the impact fee ordinance in 2011. The annexation of the West Plains was not included in the initial impact fee ordinance due to the annexation occurring after the impact fee adoption. Staff began working on this update in 2017 and had it ready to go for Plan Commission approval in September 2018. An advisory committee was created with citizens, property developers, engineers, real estate professionals and council representatives to oversee the update. This update proposed a new West Plains District and several other revisions to the code. Near completion of the update process, final approval was held due to concerns expressed by Spokane Airports. After consultation with City legal, the draft update has since been edited to remove Airport property from this ordinance. Future development within the Airport property will still be addressed through the SEPA mitigation process.

**Executive Summary:**

**West Plains District** – The code will be updated to add a new West Plains District for transportation impact fee collection. The boundary will follow the city limits and will include all the area that was annexed since 2011, **with the exception of property owned by the airport.**

**Credits in SMC 17D.075.070** – The update will include revisions to the credits that reduce developer’s impact fee obligation. Examples include developing in Centers and Corridors zones, providing covered bicycle parking, providing certain transit stop improvements, and building better bicycle and pedestrian connectivity through the site. Because these improvements will encourage multi-modal transportation to and from the site, they will receive a small reduction in fees.

**Land Use Tables** – City staff has recommended several changes to the land use table that were agreed to by the committee. These include adding mini-storage, veterinary clinic, fast casual restaurant and low-income housing as separate land uses and adjustments to the school fees calculation.

**Inflation Adjustment** – The impact fee ordinance includes a provision to make annual rate adjustments for inflation. The impact fee ordinance ties the adjustment to WSDOT’s Construction Cost Index, however WSDOT stopped updating this index in 2016. After evaluating several options the committee recommends using the similar National Highway Construction Cost Index published by FHWA. The committee recommends using a fixed 1.96% annual adjustment until the next fee update, which will

provide predictability for the development community. The adjustment is based on the rolling 5-year average of the NHCCI.

Frequency to review fee schedule – SMC 17D.075.140 states that the fee schedules “shall be reviewed by the City Council as it may deem necessary and appropriate every two years”. The City has not followed this schedule as the impact fee rates have remained unchanged since implementation in 2011. The new recommended language is “*shall be reviewed by the city council as it may deem necessary and appropriate, typically every four to six years, considering significant changes to the regional travel demand model, the impact fee projects in the City’s Comprehensive Plan, and area growth*”.

Time frame for use of collected fees – When the impact fees were adopted in 2011 state law required expenditure of impact fees within 6 years. The language in the city code matches the 6 year limit. The state law has since changed to allow a 10 year timeframe to spend impact fee funds (RCW.82.02.070(3)(a)). The committee recommends updating the city code to match the state law.

Developer share in projects – The base fee for each district is calculated using the equation below.

$$\text{Base Fee per District (\$)} = \frac{\text{District Project Costs}}{\text{20 year PM peak trip growth}} * \text{Developer \%}$$

The current impact fees were calculated using the goal that 40% of the project cost would be developer funded. The committee recognized that the impact fees are an important source of matching funds for grant applications. They recommend increasing the developer share to 50%, which will result in higher fee collection and should allow for more projects to be completed within the 20 year planning horizon.

Impact Fee Exemption for Industrial/Manufacturing in PDAs – The committee discussed a proposal to incentivize development in the Northeast and West Plains/Airport Public Development Authorities. The intent is for the City to pay the impact fee obligation of any industrial or manufacturing type development that occurs within these boundaries. A new exemption section would be added to the code. The details of the funding source, amount, and duration of the program are still being finalized.

Improvement project list and resulting base fee – The Transportation Impact Fee Project List has gone through a significant update. The intent of these projects is to maintain acceptable levels of service at intersections within the city. Staff evaluates traffic forecasts for 2040 and looks for locations where level-of-service is expected to deteriorate. As a result the projects are focused on adding capacity through intersection improvements, new roadway connections, and multi-modal improvements. Staff has also updated the cost estimates for these projects. The cost estimates are used in the base fee calculation (shown above) to determine the fees for each district. It is intended that project additions or deletions to the Impact Fee list will be made with each update of the 6-year Transportation plan.

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:

# Briefing Paper

## Public Infrastructure, Environment, and Sustainability

<b>Division &amp; Department:</b>	Integrated Capital Management and Planning Services
<b>Subject:</b>	WheelShare Program – Status Update
<b>Date:</b>	06/24/2019
<b>Author (email &amp; phone):</b>	Colin Quinn-Hurst, <a href="mailto:cquinnhurst@spokanecity.org">cquinnhurst@spokanecity.org</a> , 625-6804 Brandon Blankenagel, <a href="mailto:bblankenagel@spokanecity.org">bblankenagel@spokanecity.org</a> , 625-6419
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Urban Experience; PIES
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent      S 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)	Comprehensive Plan Bicycle Master Plan
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Project update, status of operations, and next steps.
<b>Background/History:</b> Following a pilot program, updates to city ordinances, and a Request for Proposals, the WheelShare (bike and scooter share) program was relaunched in May of 2019 with Lime as the selected vendor for operations. In the first month, over nearly 100,000 trips were taken on shared mobility devices. Following the first month of operations, initial numbers are available and next steps have been identified to support the continued successful operation of the program.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>Current WheelShare performance numbers.</li> <li>Review of compliance issues related to sidewalk rules for riding and parking.</li> <li>Education including training sessions and “Walk Your Wheels” stencils.</li> <li>Partnerships with Visit Spokane and DSP in educational and communication efforts.</li> <li>Next steps for installation of parking zones in the street.</li> <li>Review of safety concerns related to speeds and age of riders.</li> <li>Update on Slow Speed Zones in high-activity and congested areas.               <ul style="list-style-type: none"> <li>The speed zones are effective within the original planned areas.</li> <li>There is a need to fine-tune the speed zone boundaries.</li> <li>There is concern about speeds along the high-use trails near downtown and the River between Kendall Yards and Gonzaga University.</li> </ul> </li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No    S N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No    S N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy?      S Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes    S No Specify changes required:	



# 909 E. Sprague Ave BNSF ROW Purchase June 2019

## Subject –

This City facility houses a Waste Water Management team at 909 E. Sprague, Spokane, WA.

## Background –

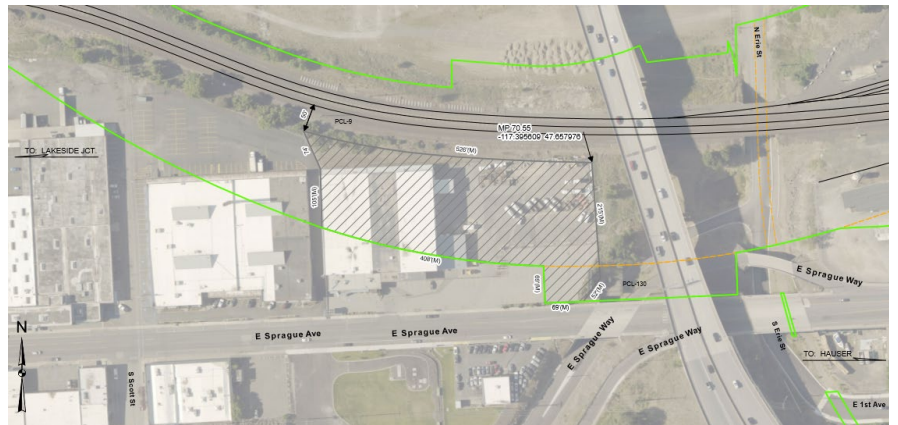
Waste Water Management Facility –  
909 E. Sprague Ave., Spokane, WA  
99202. Waste Water uses this facility to  
house operations which conduct  
maintenance to our ROW: cleaning  
catch basins, sewer line maintenance,  
TV camera of lines, etc.

- Total Land area 120,834 SF  
approximately 3 acres
  - Land Owned by City of  
Spokane = 38,265 SF just  
less than 1 acre.
  - Land leased to City by  
BNSF = 82,569 SF nearly 2 acres
- Total Building Area 41,269 SF about 1 acre
  - Building on City Property 13,869 SF
  - Building on Leased Land 27,400 SF
- City purchased their land in 1994 for \$800,000.
- Lease established at the same time as the purchase, Jan. 3, 1994 with BNSF
  - One time compensation of \$165,000 for the lease
  - Term of 30 years = Jan. 3, 1994 – Jan. 2, 2024
  - A new land lease will need to be negotiated with BNSF in 2024.



## Impact –

The current building sits both on City owned and BNSF property, use and salability are tied together. It is opportunistic for the City and potentially for the University District to acquire the additional 2+ acres from BNSF. Finally with the CSO facility across Sprague to the south – the two properties may be leveraged for higher and better future development potential to spur economic growth in the area.



## Action –

- BNSF has agreed to sell the property to the City of Spokane for \$16.00/sf or \$1,559,712.00 based on 91,901sf.
  - BNSF offered to sell at \$17/sf.
  - Appraisal in Aug. 2018, 102,482sf @\$14/sf = \$1,435,000.

- Buildings and Land in the UD are selling for \$25-\$50/sf and up to \$100/sf – and buildings are being torn down. Larger parcels (>.50 acres) would command less \$/sf.
- Potential lease costs at renewal in 2024:
  - At \$16/sf = \$1,470,416.00 an owner would like to get a 6% return, or about \$88,225/yr which would be about \$7,352/month
  - With 3% inflationary appreciation per year we may expect the annual lease rate of:

Year	Annual Lease	Monthly Lease
2024	\$ 102,276.91	\$ 8,523.08
2025	\$ 105,345.22	\$ 8,778.77
2026	\$ 108,505.57	\$ 9,042.13
2027	\$ 111,760.74	\$ 9,313.39
2028	\$ 115,113.56	\$ 9,592.80
2029	\$ 118,566.97	\$ 9,880.58

- By buying the property today we secure our lease liability for the future with BNSF.
- We also secure an asset in the UD. This would be one of the largest aggregated properties in the UD. But for the City's ability to work with BNSF, would we be able to unlock this site for possible redevelopment; in the event the City decided to collocate the Waste Water team with other Public Works facilities.



## Briefing Paper

### Public Infrastructure and Environmental Sustainability Committee

<b>Division &amp; Department:</b>	Neighborhood and Business Services – Community, Housing, and Human Services
<b>Subject:</b>	SBO for Spokane County Consolidated Homeless Grant Funds
<b>Date:</b>	6/12/19
<b>Author (email &amp; phone):</b>	Matt Davis ( <a href="mailto:mrDavis@spokanecity.org">mrDavis@spokanecity.org</a> ext. 6815)
<b>City Council Sponsor:</b>	N/A
<b>Executive Sponsor:</b>	Kelly Keenan
<b>Committee(s) Impacted:</b>	Public Safety and 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)	2015-2020 Strategic Plan to End Homelessness; 2015-2020 Consolidated Plan for Community Development
<b>Strategic Initiative:</b>	Reduce Homelessness
<b>Deadline:</b>	Effective Date for the agreement is 7/1/2019
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	CHHS is requesting permission to accept \$2,016,492.00 in Consolidated Homeless Grant (CHG) funds Spokane County and to subgrant them out to partner agencies in accordance with regional Continuum of Care Strategy.
<b>Background/History:</b> For several months CHHS staff have met with Spokane County Community Services, Housing & Community Development (CSHCD) staff to improve the coordination of our separate implementations of the Consolidated Homeless Grant (CHG) program. It was determined that the most efficient path forward would be for the County to subgrant its CHG award from the Department of Commerce to the City to be utilized in coordination with the other funds the City of Spokane operates to serve households experiencing homelessness within our community.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>The Department of Commerce awarded Spokane County \$2,091,492.00 in CHG funds for the period 7/1/19 to 6/30/21</li> <li>The County will subgrant \$2,016,492.00 to the City of Spokane. Accepting this award from Spokane County requires an SBO for \$2,091,492.00</li> <li>The City of Spokane will subgrant \$1,772,486.00 to community providers to serve households experiencing homelessness</li> <li>The initial awards will be to continue current County programming for 6 months (to conclude December 31, 2019).</li> <li>The CHHS Department will release an RFP in late summer 2019 to determine programming for the latter 18 months of the award period</li> <li>The draft agreement between Spokane County and the City of Spokane is attached for reference</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 If new, specify funding source: Spokane County Consolidated Homeless Grant Other budget impacts: SBO required.	
<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: None.

Known challenges/barriers: None.

# **AGREEMENT BETWEEN SPOKANE COUNTY AND THE CITY OF SPOKANE FOR ADMINISTERING SPOKANE COUNTY'S FY 2019 CONSOLIDATED HOMELESS GRANT (CHG)**

<b>1. Contractor</b> City of Spokane 808 West Spokane Falls Boulevard Spokane, WA 99201		<b>2. Contract Amount</b>  \$2,016,492.00	<b>3. Tax ID#</b> 91-6001280 <hr/> <b>4. DUNS#</b> 115528189
<b>5. Representative</b> Kelly Keenan, Director City of Spokane Community, Housing and Human Services 808 West Spokane Falls Boulevard Spokane, WA 99201 (509) 625-6056 kkeenana@spokanecity.org		<b>6. Spokane County's Representative</b> Kathleen Torella, Director Spokane County Community Services, Housing, and Community Development (CSHCD) Department 312 West 8 <sup>th</sup> Avenue Spokane, WA 99204 509-477-7561 torella@spokanecounty.org	
<b>7. Contract ID #</b> 19HCD2390	<b>8. Original Grant ID#</b> 19 - X X X X X - X X	<b>9. Start Date</b> 07/01/2019	<b>10. End Date</b> 06/30/2021
<b>11. Funding Source:</b> <div style="text-align: right;"> <input type="checkbox"/> Federal    <input type="checkbox"/> State    <input checked="" type="checkbox"/> Local         </div>			
<b>12. Federal Funds (as applicable)</b> N/A	<b>CFDA #</b> N/A	<b>Federal Agency:</b> N/A	
<b>13. Contractor Selection Process: (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>14. 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 type="checkbox"/> Non-Profit <input type="checkbox"/> For-Profit	
<b>15. Grant Purpose &amp; Description:</b> This grant provides resources to assist people who are experiencing homelessness, obtain and maintain housing stability. The Contractor and its subcontractors must prioritize unsheltered homeless households for assistance and services.			
<b>16. IN WITNESS WHEREOF</b> Spokane County and the City of Spokane, acknowledge and accept the terms of this Agreement, including all referenced Exhibits and Attachments which are hereby incorporated in and made a part hereof, and have executed this Agreement as of the date below. This Agreement Face Sheet; Scope of Work (Exhibit A); Budget (Exhibit B); Consolidated Homeless Grant Guidelines (Exhibit C); Department of Commerce CHG Agreement (Exhibit D); Coordinated Entry Guidelines (Exhibit E); and all other documents, exhibits and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. 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.			
<b>FOR THE CONTRACTOR:</b>   <hr/> Signature _____ Date _____  <hr/> Name _____  <hr/> Title _____		<b>FOR SPOKANE COUNTY:</b>   <hr/> Signature _____ Date _____  <hr/> Name _____  <hr/> Title _____	

This Agreement, (the AGREEMENT), is entered into by and between SPOKANE COUNTY, a political subdivision of the State of Washington, in care of the Spokane County Community Services, Housing, and Community Development Department, whose address is 312 West 8<sup>th</sup> Avenue, Spokane, WA 99204 (herein after referred to as COUNTY), and the CITY OF SPOKANE (herein after referred to as "CITY", a municipal corporation of the State of Washington, in care of the Community Housing and Human Services Department (CHHS), whose address is 808 West Spokane Falls Boulevard, Spokane, WA 99201, and jointly referred to, as the "Parties." In the matter set forth herein.

### **WITNESSETH**

WHEREAS, The Spokane County Board of County Commissioners, pursuant to the provisions of the Revised Code of Washington (RCW) Section 36.32.120(6), has the care of SPOKANE COUNTY property and the management of COUNTY funds and business; and

WHEREAS, the CITY is a first-class charter city duly incorporated and validly existing under the laws and Constitution of the State of Washington; and

WHEREAS, pursuant to the provisions of the RCW 39.080, the COUNTY and the CITY may contract with each other to perform any governmental service which each may legally perform; and

WHEREAS, the purpose of this AGREEMENT, is to contract with the CITY to administer the COUNTY'S portion of the Consolidated Homeless Grant (CHG) funds, provided through the Washington State Department of Commerce (COMMERCE); and

WHEREAS, for purposes of administering the Grant, SPOKANE COUNTY designates the CITY to act, on behalf of the COUNTY, as its subcontractor in providing homeless assistance to individuals and families within the City of Airway Heights, City of Cheney, City of Deer Park, City of Liberty Lake, City of Medical Lake, City of Millwood, City of Spokane Valley, Town of Fairfield, Town of Latah, Town of Rockford, Town of Spangle, the Town of Waverly, and the unincorporated areas of the COUNTY; and

WHEREAS, the COUNTY and the CHHS shall collaborate in the use of grant funded activities, pursuant with the most recent CHG Guidelines, as amended, and the established Regional Homeless Crisis Response System; and

WHEREAS, the CHG is authorized, in accordance with Chapter RCW 43.185C, of the Homeless Housing and Assistance Act.

NOW, THEREFORE, in consideration of the mutual promises made herein and the mutual benefits received hereunder, the Parties agree as follows:

## 1. PERIOD OF PERFORMANCE

- 1.1. Contingent on the receipt of a notice to proceed from the COUNTY, this AGREEMENT shall be effective on July 1, 2019 and shall be completed no later than June 30, 2021 hereinafter referred to as the Project Period.
- 1.2. Except as stated herein, the Project Period may be changed only by amendment to this AGREEMENT executed no less than forty-five (45) days in advance of the expiration date of this AGREEMENT, acceptance of which amendment shall be within the sole discretion of the COUNTY.

## 2. SERVICES

- 2.1. The CITY agrees to provide the services set forth herein, and provide the required reporting of its contractual duties in a manner consistent with this AGREEMENT, the applicable sections of the COMMERCE/COUNTY Agreement attached as Exhibit D, and generally accepted practices.

## 3. STATEMENT OF WORK AND DELIVERABLES

- 3.1. The CITY will plan, administer, and implement the Project as described in the Scope of Work, attached hereto as Exhibit A and incorporated herein by reference as though fully set forth. The CITY and its subcontractors, shall adhere to the agreed upon budgets, schedules, and commitments.
- 3.2. The CITY shall be responsible for meeting the following deliverables, as well as others identified in this AGREEMENT, unless otherwise exempted in this AGREEMENT or by written notification of exemption by the COUNTY:

Document	Due Date
Certificates of Insurance or Self-Insurance Letter	Upon execution of this AGREEMENT and within five (5) days of renewal of coverage
Fraud and Abuse Policy	Available upon request
Records Retention and Storage Policy	Available upon request

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

### 3.4. Reports

- 3.4.1. The CITY shall prepare, complete and submit reports and other information as required by the COUNTY to demonstrate compliance with applicable regulations, and project performance standards as described in this document. Failure to prepare and submit required reports and documents will constitute a breach of the performance of this Agreement and lead to suspension and/or termination of the Agreement pursuant to the terms of this Agreement.

3.4.2. The CITY shall:

- 3.4.2.1. Report to the COUNTY methods used to implement Fair Housing Laws and affirmatively market services to otherwise qualified persons, without regard to age, sex, color, ethnic origin, religion, disability or familial status.
- 3.4.2.2. Include identification of the COUNTY CHG funding on all printed materials, including signage, books, reports, pamphlets, brochures, posters and articles, published and circulated for the purpose of describing, evaluating, or publicizing services or activities funded under this Agreement.
- 3.4.2.3. Submit project progress, project benefit, and project financial reports within the timelines presented below.
- 3.4.2.4. At the earliest date during and/or after completion of the project, submit to the COUNTY an audit report of the project, for the project period if applicable. Refer to Section 9. Access, Examination, Audit, and Monitoring, for instructions regarding audit requirements.

3.4.3. Reports will be submitted in the formats provided by the COUNTY which are attached to this Contract as Exhibit C:

3.4.3.1. Data Reporting

- 3.4.4. All reports unless otherwise specifically noted will be due by the 15th of each month and will contain data obtained during the preceding month, or other indicated reporting period.
- 3.4.5. Accurate input and maintenance of data in an approved HMIS is a condition of funding.
  - 3.4.5.1. Input and maintenance of data must be completed by the 5<sup>th</sup> day of the month following the month of service.
- 3.4.6. **Reimbursement for project costs incurred will be contingent upon the submission of required reports. Failure to notify a CITY subcontractor to submit timely required reports, does not release the CITY from the responsibility for their timely submittal.**

3.5. **Data Collection**

- 3.5.1. The CITY will submit reports, in a form and format to be provided by COMMERCE and at intervals as agreed by the PARTIES, regarding work under this AGREEMENT performed by the CITY and the portion of funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, women-owned, and veteran-owned business subcontractors. Subcontractors shall mean subcontractors at any tier.

**4. RELATIONSHIP OF THE PARTIES**

- 4.1. The PARTIES intend that an independent contractor relationship will be created by this AGREEMENT. The CITY and/or employees or agents performing under this

AGREEMENT are not employees or agents of SPOKANE COUNTY or COMMERCE in any manner whatsoever. The CITY will not be presented as, nor claim to be, an officer or employee of SPOKANE COUNTY or COMMERCE by reason of this AGREEMENT nor will the CITY make any claim, demand or application to or for any right or privilege applicable to an officer or employee of SPOKANE COUNTY or COMMERCE by reason of this AGREEMENT, including but not limited to, Workmen's Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under RCW chapter 41.06.

- 4.2. The CITY agrees to not hold the State of Washington or COMMERCE liable for claims or damages arising from the CITY's performance of this AGREEMENT.

## **5. COMPENSATION/REIMBURSEMENT/INVOICING PROCEDURES**

- 5.1. Funding sources under this AGREEMENT are as follows:

CHG Funds RCW 43.185C:	\$2,016,492.00
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- 5.2. Total maximum funding under this AGREEMENT is Two Million, Sixteen Thousand, Four Hundred Ninety-Two Dollars (\$2,016,492.00). Only funds for the reimbursement of actual allowable costs will be reimbursed to the CITY.
- 5.3. The CITY must abide by the limitations outlined in the Scope of Work, Exhibit A, including any mutually agreed upon Exhibit A updates, for the allowable and unallowable uses of funds under this program.
- 5.4. The COUNTY shall make no payments in advance or in anticipation of goods or services to be provided under this AGREEMENT. The CITY shall not invoice the COUNTY in advance of delivery and invoicing of such goods or services.
- 5.5. Duplication of Billed Costs. The CITY shall not bill the COUNTY for services performed under this AGREEMENT, and the COUNTY shall not pay the CITY, if the CITY is entitled to payment or has been or will be paid by any other source, including grants for that service.
- 5.6. The CITY is responsible for any audit exceptions or disallowed costs incurred by its own organizations or that of its subcontractors.
- 5.7. Eligible Uses of Funds. Funding awarded under the AGREEMENT may only be used for eligible activities and expenses described in the CHG Program Guidelines, Exhibit C, including any Exhibit C updates.
- 5.8. Requests for Reimbursement
  - 5.8.1. The CITY shall submit requests for reimbursement of actual allowable costs incurred by the CITY in performance of this Agreement and in accordance with the attached budget, Exhibit B. Requests for reimbursement must be accompanied by documentation substantiating eligibility of costs for which reimbursement is requested. The CITY shall submit the final requests for reimbursement not later than thirty (30) days after this expiration of the close of the Project period. The final request for reimbursement shall provide a reconciliation of actual revenue and expenses for the entire period of this Agreement.

- 5.8.2. Costs incurred prior to the effective date of or after the expiration date of this Agreement, ineligible costs, or unallowable costs, will not be reimbursed by the COUNTY, unless previously approved by the COUNTY and subject to this Agreement being signed by all parties.
- 5.8.3. Only those budget line items that appear in the budget section of Exhibit B will be considered for reimbursement.
- 5.8.4. No change(s) to the budget shall be binding upon the Parties except by amendment to this Agreement executed pursuant to the General Terms and Conditions of this Agreement.
- 5.8.5. If allowable actual costs for a given month are less than the budgeted amount pursuant to the budget, Exhibit B, reimbursement shall not exceed the allowable actual costs. The maximum allowable monthly payment shall equal the total budget maximum to date less the total payments to date.
- 5.8.6. All funds obligated or committed by the CITY to contractors, suppliers, etc. during the Project Period must be expended on or before June 30, 2021 CHG funds, which are not expended by June 30, 2021, shall be returned to the COUNTY.
- 5.8.7. Invoices are due by no later than the 15<sup>th</sup> day of the month following the provision of services. If the CITY fails to submit an invoice prior to the 16<sup>th</sup> of the month following the provision of services, without a reasonable explanation, the COUNTY may withhold payment.
  - 5.8.7.1. The City will make every attempt to include all contracted sub-grantee totals on the invoice; if their sub-grantee invoice is delayed, the City will submit a supplemental invoice for those sub-grantee's totals, no later than the 30th day of the month following the provision of services.
  - 5.8.7.2. Invoices can be emailed to [CSHCDHCDFinance@spokanecounty.org](mailto:CSHCDHCDFinance@spokanecounty.org).
- 5.8.8. Complete invoices are defined as submitting a timely, completed and signed county-designed invoice form, supportive documentation for administrative, operational and programmatic expenditures, the monthly report and supportive documentation substantiating numbers submitted on the monthly reports. Please see the Performance Measurement and Supportive Reports section for more details. Invoices are not considered complete until all pieces have been received and will not be sent forward for payment.
- 5.9. Budgeting.
  - 5.9.1. RCWs 36.22.179 and 36.22.1791 shall apply to the AGREEMENT and to all funds disbursed hereunder. Except as noted in the AGREEMENT, costs are reimbursable under the Budgeting Accounting Reporting System (BARS), including all supplements and revisions thereto, prescribed by the Washington State Auditor's Office.

- 5.9.2. Up to One Thousand Five Hundred Dollars (\$1,500.00) per grant period can be spent on equipment expenditures, unless approved in advance by the COUNTY in writing.
- 5.9.3. All budget revisions must be requested in writing and approved by the COUNTY in writing. The detailed budget form submitted upon application to deliver services for this contract shall be used when requesting revisions and will include a column for the original budget and a column clearly denoting the newly revised and requested budget.
- 5.9.4. When revisions move funds from one budget category to another and/or the revision reaches more than ten percent (10%) of the grant total a formal amendment is additionally required-
- 5.10. Recovery of Overpayment to the CITY. The CITY shall not be reimbursed more than the amount of the allowable costs of performance of this AGREEMENT. When the CITY, COUNTY, or any other state or federal agency determines that the CITY has received payments under this AGREEMENT in excess of reimbursement described in the reimbursement subsection of this AGREEMENT, or otherwise not in conformity with the AGREEMENT, the COUNTY shall recoup those payments, together with interest, from what would otherwise be the COUNTY's liability under this AGREEMENT. If the CITY receives a notice of overpayment, which the COUNTY shall be required to timely provide, the CITY may protest the overpayment determination pursuant to the Dispute Resolution Section of this AGREEMENT. Failure to invoke said section within fifteen (15) days of receipt of a notice of overpayment will result in an overpayment debt against the CITY.

## 6. AUDIT

### 6.1. General Requirements

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

### 6.2. State Funds Requirements

- 6.2.1. In the event an audit is required, 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.



- 6.2.2. The CITY shall include the above audit requirements in any subcontracts.
- 6.2.3. In any case, the CITY's records must be available for review by the COUNTY or by COMMERCE.
- 6.3. Documentation Requirements
  - 6.3.1. The CITY must send a copy of any audit report no later than six (6) months after the end of the CITY's fiscal year(s) by sending a scanned copy to [CSHCDHCDFinance@spokanecounty.org](mailto:CSHCDHCDFinance@spokanecounty.org) or a hard copy to:
 

Community Services, Housing, and  
Community Development Department  
ATTN: Fiscal Department  
312 W 8<sup>th</sup> Avenue  
Spokane, WA 99204

    - 6.3.1.1. In addition to sending a copy of the audit, when applicable, the CITY must include:
      - 6.3.1.2.1. Corrective action plan for audit findings within three (3) months of the audit being received by the COUNTY.
      - 6.3.1.2.2. Copy of the Management Letter and management Decision Letter, where applicable.
    - 6.3.1.2. If the CITY is required to obtain a Single Audit consistent with Circular A-133 requirements, a copy must be provided to the COUNTY; no other report is required.

## **7. VENUE STIPULATION**

- 7.1. 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.

## **8. COMPLIANCE WITH LAWS**

- 8.1. The CITY and its subcontractors shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended.
- 8.2. The CITY and its subcontractors shall comply with the Americans with Disabilities Act (ADA) of 1990, Public Law 101-336, 28 CFR Part 35 which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.
- 8.3. During the performance of this AGREEMENT, the CITY and its subcontractors, shall comply with all federal, state, and local nondiscrimination laws, regulations, and

policies. In the event of the CITY's or its subcontractors' 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 or its subcontractors may be declared ineligible for further grants from the COUNTY or COMMERCE. The CITY or its subcontractors shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedures set forth herein.

**9. WASHINGTON STATE QUALITY AWARD (WSQA) - WASHINGTON STATE RCW 43.185C.210(5)(A).**

- 9.1. Organization receiving over Five Hundred Thousand Dollars (\$500,000.00) during the previous calendar year must apply for a Washington State Quality Award (WSQA) assessment once every three (3) years if the funding is from any of the following sources:
  - 9.1.1. State housing-related funding sources;
  - 9.1.2. The affordable housing for all surcharge in [RCW 36.22.178](#);
  - 9.1.3. The home security fund surcharges in [RCW 36.22.179](#) and [36.22.1791](#); and
  - 9.1.4. Any other surcharge imposed under RCW chapters [36.22](#) or [43.185C](#) to fund homelessness programs or other housing programs.
- 9.2. For more information about WSQA visit their website at <https://performanceexcellencenw.org/>.

**10. ORDER OF PRECEDENCE**

- 10.1. In the event of an inconsistency in the AGREEMENT, the inconsistency shall be resolved by giving precedence in the following order:
  - 10.1.1. Applicable federal and State of Washington Statutes and Regulations;
  - 10.1.2. The agreement between COMMERCE and the COUNTY, Exhibit D;
  - 10.1.3. This AGREEMENT and its Exhibits; and
  - 10.1.4. The CHG Guidelines, Exhibit C.

**11. FRAUD AND ABUSE**

- 11.1. The CITY shall establish, maintain and utilize internal systems and procedures sufficient to prevent, detect and correct incidents of waste, fraud and abuse in the performance of this AGREEMENT and to provide for the proper and effective management of all Program and fiscal activities by the Agreement. The CITY's internal control systems and all transactions and other significant events are to be clearly documented and the documentation shall be readily available for monitoring by the COUNTY.
- 11.2. The CITY shall do the following to guard against Fraud and Abuse:
  - 11.2.1. Develop written policies, procedures, and standards of conduct that articulate the CITY's commitment to comply with all applicable Federal

and State standards including management responsibility and mandatory compliance plan;

- 11.2.2. Provide effective, ongoing training, and education to the staff of the CITY and providers regarding fraud and abuse policies and procedures and the False Claims Act as identified in Section 1902(a) (68) of the Social Security Act, and whistle blower protection;
  - 11.2.3. Provide effective communication between, management, the CITYs staff, and providers;
  - 11.2.4. Enforce standards through well-publicized disciplinary guidelines;
  - 11.2.5. Conduct Internal monitoring and auditing;
  - 11.2.6. Respond promptly to detected offenses and development of corrective action initiatives; and
  - 11.2.7. Report fraud and/or abuse information to the COUNTY within one (1) business day of discovery to include the source of the complaint, the involved individual(s), nature of fraud or abuse complaint, approximate dollars involved, and the legal and administrative disposition of the case.
- 11.3. The CITY shall adhere to the following requirements, as outlined in Exhibits A and C: Fraud, Waste, and Abuse; HIPAA; and HIPAA HITECH.

## **12. CONFIDENTIALITY/SAFEGARDING INFORMATION**

- 12.1. Confidential Information as used in this section includes:
- 12.1.1. All material provided to the CITY by the COUNTY or COMMERCE that is designated as “confidential” by the COUNTY or COMMERCE;
  - 12.1.2. All material produced by the CITY that is designated as “confidential” by COMMERCE; and
  - 12.1.3. 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” (PHI) under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 12.2. The CITY shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential 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 the COUNTY or COMMERCE 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 the Confidential Information or violation of any state or federal laws thereto. Upon request, the CITY shall provide the COUNTY or COMMERCE with its policies and procedures on confidentiality. SPOKANE

COUNTY or COMMERCE may require changes to such policies and procedures as they apply to this grant whenever it is determined that changes are necessary to prevent unauthorized disclosures. The CITY shall make the changes within the time period specified by SPOKANE COUNTY or COMMERCE. Upon request, the CITY shall immediately return to the COUNTY or COMMERCE any Confidential Information that the COUNTY or COMMERCE reasonably determines has not been adequately protected by the CITY against unauthorized disclosure.

- 12.3. Unauthorized Use or Disclosure. The CITY shall notify the COUNTY within one (1) working day of any unauthorized use or disclosure of Confidential Information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

### **13. SUBCONTRACTORS**

- 13.1. The CITY shall seek and whenever appropriate will receive approval from the COUNTY for all subcontracts under this AGREEMENT.
- 13.2. The CITY shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, the COUNTY or COMMERCE in writing may:
- 13.2.1. Require the CITY to amend its subcontracting procedures as they relate to this AGREEMENT;
  - 13.2.2. Prohibit the CITY from subcontracting with a particular person or entity; or
  - 13.2.3. Require the CITY to rescind or amend and subcontract.
- 13.3. Every subcontract shall bind the subcontractor to follow all applicable terms of this AGREEMENT. The CITY is responsible to the COUNTY and COMMERCE if the CITY or its subcontractor fails to comply with any applicable term or condition of this AGREEMENT. The CITY 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 CITY to the COUNTY for any breach in the performance of the CITY's duties.
- 13.4. Every subcontract shall include a term that COMMERCE, the State of Washington, and the COUNTY are not liable for claims or damages arising from a subcontractors' performance of the subcontract.

### **14. MONITORING**

- 14.1. The COUNTY shall provide technical assistance to the CITY, to the extent practicable. The COUNTY will monitor the performance of services and evaluate accomplishments and compliance with the terms of this Agreement throughout the project period. Monitoring may include a visit to the project site or to the CITY, reports on monthly or quarterly basis, desk monitoring, assessments, and process/time studies.

- 14.1.1. The CITY will be given a minimum of thirty (30) days' notice for monitoring, unless there are special circumstances that required immediate attention. The notice will specify the monitoring components.
- 14.2. The CITY shall cooperate with the COUNTY or its agent in the evaluation of the CITY's performance under this AGREEMENT and make available all information reasonably required by any such evaluation process. Request for information will be responded to within three (3) business days and followed through within ten (10) business days. The results and records of said evaluations shall be maintained and disclosed in accordance with RCW 42.56 and/or United States Code (USC) 5 USC 552 (Freedom of Information Act).
- 14.3. The CITY shall provide right of access to its facilities, including those of any subcontractor, to the COUNTY, the state, and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided for herein. The COUNTY shall provide reasonable notice of any COUNTY monitoring or evaluation, unless the COUNTY has reason to believe that monitoring without notice is necessary. The COUNTY shall monitor the CITY programmatically and financially on site within the sole discretion of the COUNTY. The CITY shall make available to the COUNTY, the state auditor, books or pertinent information which the CITY shall have kept pertaining to this AGREEMENT and as required by this AGREEMENT, Washington law. The CITY shall also furnish such progress reports, schedules, financial and costs reports, and other such program or fiscal data reasonably required to evaluate the performance of this AGREEMENT.
- 14.4. The CITY shall respond timely and accurately to requests from the COUNTY to provide information necessary to respond to inquiries from entities having authority to make such request.
- 14.5. The CITY agrees to notify the COUNTY in advance of any state or other formal inspections, audits, accreditation or program reviews and provide to the COUNTY copies of said review, including any final written plan of correction or other written response, within thirty (30) days of receipt.
- 14.6. The CITY will monitor the performance of services and evaluate accomplishments and compliance with the terms of its agreements with its subcontractors throughout the project period. Monitoring may include a visit to the project site or to the subcontractor's organization, reports on monthly or quarterly basis, desk monitoring, assessments, and process/time studies.
  - 14.6.1. The CITY will give its subcontractor a minimum of thirty (30) days' notice for monitoring, unless there are special circumstances that required immediate attention. The notice will specify the monitoring components.
  - 14.6.2. The CITY will include the monitoring language in 14.1. through 14.5. above in all subcontracts.

## **15. AMENDMENTS AND MODIFICATIONS**

- 15.1. The COUNTY and/or the CITY may request, in writing, an amendment or modification of this AGREEMENT. However, such amendment or modification

shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the COUNTY and the CITY. No other understandings or agreements, written or oral, shall be binding on the PARTIES.

- 15.2. The CITY hereby acknowledges that this AGREEMENT is subject to all, RCWs, and Washington Administrative Codes (WAC) applicable to this AGREEMENT. Any provision of the Agreement which conflicts with federal and state statutes or regulations is hereby amended to conform to the provisions of state law and regulations. Such amendment of the Agreement will be effective on the effective date of the statutes or regulations necessitating it and will be binding on the Parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties. The COUNTY will provide notice of such amendment required by this paragraph when the COUNTY is aware of them. The CITY agrees to accept, and execute any and all amendments offered by the COUNTY needed to effectuate the, RCW, and/or WAC.
- 15.3. Any proposed change(s) in the project scope of service, budget, location, or the number of beneficiaries served as described in the CITY's Application and Scope of Work, must be submitted in writing to the COUNTY for approval prior to incurring any project costs or implementing any substantial project modifications. Any such changes shall be considered a request to modify or amend this AGREEMENT.

## **16. WAIVER**

- 16.1. No officer, employee, agent or otherwise of the COUNTY or the CITY has the power, right or authority to waive any of the terms, conditions, provisions, and/or covenants to this AGREEMENT. No waiver of any breach or violation of any provision of this AGREEMENT shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this AGREEMENT or by 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.

## **17. TERMINATION FOR CAUSE / SUSPENSION**

- 17.1. In the event the COUNTY determines the CITY has failed to comply with the conditions of this AGREEMENT in a timely manner, the COUNTY has the right to suspend or terminate this AGREEMENT in whole or in part upon written notice to the CITY. Before suspending or terminating this AGREEMENT, the COUNTY shall notify the CITY in writing of the need to take corrective action. If corrective action is not taken within thirty (30) calendar days, this AGREEMENT may be terminated or suspended. Such termination shall be deemed "Termination for Cause." Termination shall take effect on the date specified in the notice.

- 17.2. 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 Agreement, as well as all costs associated with entering into the replacement Agreement (i.e., competitive bidding, mailing, advertising, and staff time).
- 17.3. The COUNTY reserves the right to suspend all or part of this AGREEMENT, withhold further payments, or may prohibit the CITY's from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the CITY or decision by the COUNTY to terminate this AGREEMENT. A termination shall be deemed a "Termination for Convenience" if it is determined that the CITY was not in default or the failure to perform was outside his or her control, fault, or negligence.
- 17.4. All rights and remedies of the COUNTY provided in this AGREEMENT are not exclusive and are, in addition to any other rights and remedies, provided by law.

## **18. TERMINATION FOR CONVENIENCE**

- 18.1. Except as otherwise provided in this AGREEMENT, the 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, for convenience. 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.

## **19. TERMINATION PROCEDURES**

- 19.1. Upon termination of this AGREEMENT, the COUNTY in addition to any other rights provided in this AGREEMENT, may require the CITY to deliver to the COUNTY 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.
- 19.2. The COUNTY shall pay the CITY the agreed upon price, if separately stated, for completed work and services accepted by the COUNTY, and the amount agreed upon by the CITY AND the COUNTY for: (i) completed works 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 COUNTY; and (iv) the protection and presentation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of the COUNTY. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this AGREEMENT. The COUNTY may withhold from any amounts due to the CITY such sum as the Authorized Representative determines to be necessary to protect the COUNTY against potential loss or liability.
- 19.3. The rights and remedies of the 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, the COUNTY reserves the right to recapture funds in an amount to compensate the COUNTY for the noncompliance in addition to any other remedies available at law or in equity.

19.4. After receipt of a Notice of Termination, and except as otherwise directed by the COUNTY, the CITY shall:

- 19.4.1. Stop work under the Agreement on the date, and to the extent specified, in the notice;
- 19.4.2. Place no further orders or 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;
- 19.4.3. Assign to the COUNTY all of the rights, title, and interest of the CITY under the orders and subcontracts so terminated, in which case the 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 the COUNTY; and
- 19.4.4. Preserve and transfer any materials, Agreement deliverables and/or the COUNTY property in the City's possession as directed by the COUNTY.

## **20. CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING**

- 20.1. Political activity of CITY employees and officers are limited by the State Campaign Finances and Lobbying provisions of RCW Chapter 42.17A and the Federal Hatch Act 5 USC 1501 – 1508.
- 20.2. No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

## **21. CONFLICT OF INTEREST**

- 21.1. No officer or employee of the COUNTY; no member, officer, or employee of the CITY or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of the CITY who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this AGREEMENT.
- 21.2. The CITY shall incorporate, or cause to incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to this provision.
- 21.3. Notwithstanding any determination made by the Executive Ethics Board of COMMERCE, other tribunal, or the Spokane Board of County Commissioners, the COUNTY may, in its sole discretion, by written notice to the CITY terminate this AGREEMENT if it is found after due notice and examination that there is a violation of Ethics in Public Service Act, RCW Chapters 42.52 and 42.23 or any other similar statute involving the CITY in the procurement of, or performance under this contract.



- 21.4. Specific restrictions apply to contracting with current or former state employees pursuant to RCW Chapter 42.52. The CITY and their subcontractor(s) must identify any person employed in any capacity by the State of Washington that worked on the CHG program (during the twenty-four (24) month period preceding the start date of this AGREEMENT) including but not limited to: formulating or drafting legislation; participating in grant procurement planning and execution; awarding grants; and monitoring grants. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined that a conflict exists, the CITY may be disqualified from further consideration for the award of this grant.

## **22. DISPUTE RESOLUTION**

- 22.1. Except as otherwise provided in this AGREEMENT, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution panel to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the parties and be sent to all parties. The panel shall consist of a representative appointed by the COUNTY, a representative by the CITY and a third party mutually agreed upon by both parties. The panel shall by majority vote, resolve the dispute. Each party shall bear the cost for its panel member and its attorney fees and costs and share equally the cost of the third panel member.

## **23. INDEMNIFICATION AND INSURANCE**

### **23.1. Indemnification**

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

of each Party's own negligence.

- 23.1.3. SPOKANE COUNTY and the 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 SPOKANE COUNTY or CITY employees or agents while performing work authorized under this AGREEMENT. For this purpose, SPOKANE COUNTY and the CITY, by mutual negotiation, hereby waive any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions of chapter 51.12 RCW.
- 23.1.4. These indemnifications and waiver shall survive the termination of this AGREEMENT.
- 23.1.5. No officer or employee of the CITY or SPOKANE 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.
- 23.1.6. Insofar as the funding source, is an agency of the government, the following shall apply:
  - 23.1.6.1. 44 CFR 206.9 Non-liability. The federal government shall not be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform a discretionary function or duty on the part of a federal agency or an employee of the federal government in carrying out the provisions of the Stafford Act.
  - 23.1.6.2. OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/HEALTH ACT (OSHA/WISHA): The CITY represents and warrants that its work place does now or will meet all applicable federal and state safety and health regulations that are in effect during the CITY's performance under this AGREEMENT. To the extent allowed by law, the CITY further agrees to indemnify and hold harmless SPOKANE COUNTY, and its employees and agents from all liability, damages, and costs of any nature, including but not limited to, costs of suits and attorneys' fees assessed against SPOKANE COUNTY as a result of the failure of the CITY to so comply.
- 23.2. Insurance
  - 23.2.1. 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.

## **24. LOSS OR REDUCTION OF FUNDING**

- 24.1. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this AGREEMENT and prior to normal completion or end date, the COUNTY may unilaterally reduce the scope of work and budget or unilaterally terminate all or part of the AGREEMENT as a "Termination

for Cause” without providing the CITY an opportunity to cure. Alternatively, the PARTIES may renegotiate the terms of this AGREEMENT under “Amendments and Modifications” to comply with new funding limitations and conditions, although the COUNTY has no obligation to do so.

## **25. NONASSIGNABILITY**

- 25.1. Neither this AGREEMENT, nor any claim arising under this AGREEMENT, shall be transferred or assigned by the CITY.

## **26. NOTICES**

- 26.1. Any notices required in accordance with any of the provisions herein shall be delivered personally, or sent by registered or certified mail to:

To: **Director**

Spokane County Community Services, Housing, and Community  
Development Department  
312 West 8<sup>th</sup> Avenue, Fourth Floor  
Spokane, WA 99204

With a copy to: **Community Development Specialist 3**

Spokane County Community Services, Housing, and Community  
Development Department  
312 West 8<sup>th</sup> Avenue, Fourth Floor  
Spokane, WA 99204

Contractor to: **Kelly Keenan**

Director  
City of Spokane  
Community, Housing & Human Services  
808 West Spokane Falls Blvd  
Spokane, WA 99201

## **27. COPYRIGHT PROVISIONS**

- 27.1. The COUNTY hereby retains a nonexclusive, royalty free, and irrevocable right to duplicate, use for their own purposes, disseminate, disclose, or authorize others to utilize any copyrighted or copyrightable work developed or purchased with CHG funds.

## **28. PAY EQUITY**

- 28.1. The CITY agrees to ensure that “similarly employed” individuals in its workforce are compensated as equals, consistent with the following:
- 28.1.1. Employees are “similarly employed” if the individuals work for the same employer, the performance of the job requires 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;

- 28.1.2. The CITY may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
  - 28.1.2.1. A seniority system, a merit systems, a system that measures earnings by quality of production, a bona fide job-related factor or factors, or a bona fide regional difference in compensation levels.
    - 28.1.2.1.1. 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.
    - 28.1.2.1.2. 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.
- 28.2. This AGREEMENT may be terminated by the COUNTY, if the COUNTY or COMMERCE determines that the CITY is not in compliance with this provision.

## **29. POLITICAL ACTIVITY**

- 29.1. No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

## **30. PUBLICITY**

- 30.1. The CITY agrees to submit to the COUNTY and COMMERCE, prior to issuance all advertising and publicity matters relating to this AGREEMENT wherein the COUNTY's and/or COMMERCE's name is mentioned or language used from which the connection of the COUNTY and/or COMMERCE's name may, in the judgment of the COUNTY and/or the COMMERCE be inferred or implied. The CITY agrees not to publish or use such advertising and publicity matters without the prior written consent of the COUNTY and/or COMMERCE. The CITY may copyright original work it develops in the course of or under this AGREEMENT, however, pursuant to 2 CFR Part 200.315, COMMERCE reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the work for government purposes.
- 30.2. Publication resulting from work performed under this AGREEMENT shall include an acknowledgement of the COUNTY'S AND COMMERCE's financial support, and a statement that the publication does not constitute an endorsement by the COUNTY/COMMERCE or reflect the COUNTY/COMMERCE's views.

## **31. RECORDS**

- 31.1. The CITY agrees to maintain all books, records, documents, receipts, invoices and all

other electronic or written records necessary to sufficiently and properly reflect THE CITY's contracts, sub awards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this AGREEMENT (the "records").

- 31.2. The CITY's records related to this AGREEMENT and the projects funded may be inspected and audited by the COUNTY and/or COMMERCE or its designee, by the Office of the State Auditor, HUD or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the CITY with the terms of this AGREEMENT and to determine the appropriate level of funding to be paid under the AGREEMENT.
- 31.3. The records shall be made available by the CITY for such inspection, and audit together with suitable space for such purpose, at any and all times during the CITY's normal working day.
- 31.4. The CITY shall retain and allow access to all records related to this AGREEMENT and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this AGREEMENT. Despite the minimum federal retention requirement of three (3) years, the more stringent State requirement of six (6) years must be followed.

## **32. SEVERABILITY**

- 32.1. If any court of rightful jurisdiction holds any provision or condition under this AGREEMENT or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the AGREEMENT, which can be given effect without the invalid provision. To this end, the terms and conditions of this AGREEMENT are declared severable.

## **33. TAXES, FEES, AND LICENSES**

- 33.1 Unless otherwise provided in this AGREEMENT, the CITY shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for the CITY or its staff required by statute or regulation that are applicable to the AGREEMENT performance.

## **34. UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)**

- 34.1. The CITY is encouraged to utilize business firms that are certified as minority-owned and/or women-owned in carrying out the purposes of this AGREEMENT. The CITY may set utilization standards, based upon local conditions or may utilize the state of Washington MWBE goals, as identified in WAC 326-30-041.

## **35. EXECUTION AND APPROVAL**

- 35.1. The signatories to this AGREEMENT represent that they have the authority to bind their respective organizations to this AGREEMENT. Only the PARTIES' authorized

representatives shall have the express, implied or apparent authority to alter, amend, modify or waive any clause or condition of this AGREEMENT. Any alteration, amendment, modification, or waiver of any clause or condition of this AGREEMENT is not effective or binding unless made in writing and signed by both PARTIES' authorized representatives. Further, only the Authorized Signature representatives or the designee of the Authorized Signature representative shall have signature authority to sign reimbursement requests, time extension requests, amendment and modification requests, requests for changes to projects or work plans and other requests, certifications and documents authorized by or required under this AGREEMENT.

### **36. MISCELLANEOUS**

- 36.1. 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.
- 36.2. Calculation of Time Periods. Unless otherwise specified, in calculating any period of time described in this AGREEMENT, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday, or County holiday, in which case the last day of the period shall be the next business day. The final day of any such period shall be deemed to end at 5 o'clock p.m., Pacific Time.
- 36.3. 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.
- 36.4. Further Documentation. The CITY agrees to execute, acknowledge, and deliver upon reasonable request by the COUNTY any document, which the COUNTY reasonably deems necessary or desirable to evidence or effectuate the rights herein conferred or to implement or consummate the purposes and intents hereof.
- 36.5. Gender and Grammar. Wherever appropriate in this AGREEMENT, the singular shall be deemed to refer to the plural and the plural to the singular, and pronouns of certain genders shall be deemed to include either or both of the other genders.
- 36.6. Headings. The headings are for convenience only and do not in any way limit or affect the terms and provisions hereof.
- 36.7. 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 AGREEMENT.
- 36.8. No Third-Party Beneficiaries. Nothing in this AGREEMENT is intended to give, or shall give, whether directly or indirectly, any benefits or right, greater than that enjoyed by the general public, to third persons.

- 36.9. Registration with the Department of Revenue. If required by law, the CITY shall complete registration with the Washington State Department of Revenue.
- 36.10. Right of Inspection. The CITY shall provide right of access to its facilities to the COUNTY, or any of its officers, or to any other authorized agent or official of the State of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this AGREEMENT.
- 36.11. Site Security. While on the COUNTY or COMMERCE premises, the CITY, its agents, employees, or subcontractors shall conform in all respects with physical, fire, or other security policies or regulations.
- 36.12. Survival. The terms, conditions, and warranties contained in this AGREEMENT that by their sense and context are intended to survive the completion of the performance, cancellation, or termination of this AGREEMENT, shall so survive.
- 36.13. Time of Essence. Time is of the essence of this AGREEMENT.

**EXHIBIT “A”**  
**SCOPE OF WORK**

(Placeholder)

**Pending the Washington State Department of Commerce Consolidated Homeless Grant Agreement effective July 1, 2019 through June 30, 2021.**



**CONSOLIDATED HOMELESS GRANT SERVICES AGREEMENT****EXHIBIT B****BUDGET**

<b>Budget Category</b>	<b>Amount</b>
CHG Base: Administrative Costs	\$178,817.00
CHG Base: Rent/Fac Support Lease	\$862,846.00
CHG Base: Other Rent/Fac Support Lease & Housing Costs	\$8,716.00
CHG Base: Operations	\$801,893.00
PSH CHF: Rent/Fac Support Lease	\$83,403.00
PSH CHF: Other Rent and Housing Costs	\$842.00
PSH CHF: Operations	\$79,975.00
<b>Total Budget</b>	<b>\$2,016,492.00</b>

**EXHIBIT “C”**

**CONSOLIDATED HOMELESS GRANT (CHG) GUIDELINES**

**(Placeholder)**

**Pending the Washington State Department of Commerce Consolidated Homeless Grant Agreement effective July 1, 2019 through June 30, 2021.**

**EXHIBIT “D”**

**DEPARTMENT OF COMMERCE CONTRACT**

**(Placeholder)**

**Pending the Washington State Department of Commerce Consolidated Homeless Grant Agreement effective July 1, 2019 through June 30, 2021.**

**EXHIBIT “E”**

**DEPARTMENT OF COMMERCE COORDINATED ENTRY GUIDELINES**

**(Placeholder)**

**Pending the Washington State Department of Commerce Consolidated Homeless Grant Agreement effective July 1, 2019 through June 30, 2021.**

# Briefing Paper

## Public Infrastructure, Environment and Sustainability

<b>Division &amp; Department:</b>	Public Works, Utility Billing
<b>Subject:</b>	Collection Agency Contracts
<b>Date:</b>	June 7, 2019
<b>Author (email &amp; phone):</b>	Corin Morse ( <a href="mailto:cmorse@spokanecity.org">cmorse@spokanecity.org</a> )
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons
<b>Committee(s) Impacted:</b>	Public Infrastructure, Environment and Sustainability
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b>	
<b>Strategic Initiative:</b>	Collection of Past Due Balances City-Wide
<b>Deadline:</b>	
<b>Outcome:</b>	Ability to collect on non-municipal court obligations

Background/History:

The Contracts with Automated Accounts, Inc. and Valley Empire Collections will expire July 31, 2019. Currently, UB receives requests to assign to collections from Tax & License, Neighborhood and Business Services, Treasury, Parks and Recreation, HR, Water Dept. and Accounting.

In April, an RFP was issued resulting in 7 responses for the RFP committee to review. Some factors considered was experience with municipal A/R, references, collection fee amount, etc. After a thorough review of the responses, this is a request is for Council approval of the following Contracts:

1. Valley Empire Collections – Spokane, WA
  - Two local walk-in pay locations.
  - 30% collection fee vs. 50% max allowed
  - 10+ years of City A/R experience
2. BC Services – Longmont, CO
  - No charge, on-site workshops and seminars for the City of Spokane staff.
  - 25% collection fee vs. 50% max allowed
  - Experience with multiple government agencies (nationwide)

Executive Summary:

The Contracts will enhance the City's ability to recuperate past due balances after all other internal recovery options have been exhausted. Each collection agency recovers their fee over and above the City A/R principal balance. If the agency is unable to collect, there is no charge to the City.

Budget Impact:

Approved in current year budget? ☐ Yes ☐ No

Annual/Reoccurring expenditure? ☒ Yes ☐ No

If new, specify funding source:

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

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No

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

Specify changes required:

## Briefing Paper

### Public Infrastructure, Environment and Sustainability

<b>Division &amp; Department:</b>	Purchasing
<b>Subject:</b>	On-Going Public Auction Services
<b>Date:</b>	June 24, 2019
<b>Contact (email &amp; phone):</b>	<a href="mailto:sstopher@spokanecity.org">sstopher@spokanecity.org</a> 625-6032
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons
<b>Committee(s) Impacted:</b>	PIES
<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>	On-Going Public Auction Services for the City of Spokane
<b>Background/History:</b> A Request for Proposals was issued for “On-Going Public Auction Services” for all City departments including joint participation with the Spokane Transit Authority and the Spokane International Airport. An evaluation committee consisting of representatives from the Police department, Fleet Services department, Parks Department, Asset Management Department, Wastewater Maintenance department, Spokane Transit Authority, and the Spokane International Airport are currently evaluating Proposals and will recommend a contract award during the evaluation committee meeting on June 13, 2019. The contract will be for a five (5) year period beginning July 1, 2019.  This will be a Revenue Contract.	
<b>Budget Impact:</b> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" 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:	

## Briefing Paper

### PIES

<b>Division &amp; Department:</b>	Public Works, Engineering Services
<b>Subject:</b>	On Call Structural Engineering Consultant
<b>Date:</b>	June 24, 2019
<b>Author (email &amp; phone):</b>	Dan Buller (dbuller@spokanecity.org, 625-6391)
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons
<b>Committee(s) Impacted:</b>	PIES
<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)	These contracts support projects in the Six-Year Comprehensive Plan
<b>Strategic Initiative:</b>	Innovative Infrastructure
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Contract award
<b>Background/History:</b> Engineering Services has “on-call” agreements with various consultants for specialized engineering or related services (structural, geotech., electrical, surveying, landscape architecture and cultural resource) associated with the City’s public works projects. Those firms are selected on the basis of qualifications as required by RCW 39. These typically agreements last from 2-3 years.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>• A request for qualifications has been advertised earlier this spring for structural engineering</li> <li>• A review committee ranked the firms by qualifications and selected LSB Engineers as the most qualified to assist the City with its various public works project</li> <li>• Costs incurred under the proposed structural engineering on-call contract will be paid as part of each public works project for which the consultant is used.</li> </ul>	
<b>Budget Impact:</b> 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.)	
<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 type="checkbox"/> No Specify changes required: Known challenges/barriers:	

## Briefing Paper

### (Public Infrastructure, Environment and Sustainability Committee)

<b>Division &amp; Department:</b>	Developer Services
<b>Subject:</b>	Amending Ordinances C-27025 and C-15326
<b>Date:</b>	June 24, 2019
<b>Contact (email &amp; phone):</b>	Eldon Brown ( <a href="mailto:ebrown@spokanecity.org">ebrown@spokanecity.org</a> ) 625-6305
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Theresa Sanders
<b>Committee(s) Impacted:</b>	Public Infrastructure & Environmental Sustainability
<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)	Section 17G.080.020 of the Spokane Municipal Code and Chapter 35.79 of RCW regarding street vacations.
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Precedes taking this application to a public hearing before City Council
<b>Background/History:</b> As part of an expansion for Shaw Middle School, the school district wishes to eliminate and modify existing easements that were previously reserved under City Ordinances, in order to expand the campus.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>Avista (original easement holder) is on board with these changes.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" 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.) Revenue Generating	
<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:	



# Easement Removal/Reduction



## Legend

- 20' Easement Reduction Area
- Easement Reserved under Ordinance C-15326
- Easement Reserved Under Ordinance C-27025 to be removed

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.



## Briefing Paper

### Public Infrastructure, Environment, and Sustainability Committee

<b>Division &amp; Department:</b>	Public Works, 4100 Water & Hydroelectric Services
<b>Subject:</b>	Liquid Chlorine – Annual Value Blanket
<b>Date:</b>	24 June 2019
<b>Author (email &amp; phone):</b>	Loren Searl, <a href="mailto:lsearl@spokanecity.org">lsearl@spokanecity.org</a> , x7851
<b>City Council Sponsor:</b>	---
<b>Executive Sponsor:</b>	---
<b>Committee(s) Impacted:</b>	PIES
<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)	Funding for this order is included annually in the Water & Hydroelectric Services department budget.
<b>Strategic Initiative:</b>	Innovative Infrastructure, Urban Experience
<b>Deadline:</b>	The existing order for these products has expired and a new order is needed to facilitate ongoing purchases.
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	This order supports the competitive procurement of liquid chlorine cylinders on an as-needed basis for water disinfection over a one (1) year period.
<b>Background/History:</b> RFQ #5070-19 Liquid Chlorine, 150# Cylinders and 1 Ton Containers – Annual Supply was publicly solicited through the City's electronic bidding portal. One (1) quote was received. Award is correspondingly recommended to Oxarc (Spokane, WA) as the low responsive, responsible bidder.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>Award Recommended to Oxarc (Spokane, WA) for \$75,000.00 (including tax) annually</li> <li>Initial award for a one (1) year term with two (2) annual renewal options at mutual consent</li> <li>Original RFQ #5070-19</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: N/A Other budget impacts: N/A	
<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: ---	

## Briefing Paper

### Public Infrastructure, Environment, and Sustainability

<b>Division &amp; Department:</b>	Public Works – Riverside Park Water Reclamation Facility
<b>Subject:</b>	Purchase and Sole source Resolution of software and hardware upgrade
<b>Date:</b>	June 24 <sup>th</sup> , 2019
<b>Contact (email &amp; phone):</b>	Michael Cannon, Assistant Plant Manager, 625-4642 <a href="mailto:mcannon@spokanecity.org">mcannon@spokanecity.org</a>
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons, Director, Public Works
<b>Committee(s) Impacted:</b>	PIES
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b>	
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	May 1 <sup>st</sup> , 2019
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Council approval to authorize sole source procurement and authorize the purchase and installation from Control Solutions Northwest, Inc., to renovate and upgrade the current HVAC system's DDC control software and hardware for building control devices at RPWRF.
<p><u>Background/History:</u> RPWRF uses Control Solutions Northwest, Inc., to control all of our HVAC controls in the entire plant that are manufactured by Schneider Electric. Jacobs Engineering engineered our HVAC system, and selected CSN to build our system. It is in the city's best interest to stay with CSN to keep the cost down.</p> <p>This is a sole source Resolution declaring Control Solutions Northwest sole source procurement and authorizing the purchase from the only authorized dealer due to existing equipment compatibility and warranty, Control Solutions Northwest, Inc. (Spokane, WA) at an estimated cost of \$172,161.00.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> <li><u>Impact</u> – In order to continue without interruption or significant cost to the plant, the system and equipment needs to be updated.</li> <li><u>Action</u> – RPWRF is seeking Council approval to authorize sole source procurement and authorizing the purchase and installation from Control Solutions Northwest, Inc., the only factory authorized upgrade installer.</li> <li><u>Funding</u> – Funding for this purchase is provided in the Wastewater Management budget and revenue is derived from sewer rates.</li> </ul>	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input 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: Department</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><u>Operations Impact:</u></p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	

## Briefing Paper

### Public Infrastructure, Environment, and Sustainability

<b>Division &amp; Department:</b>	Public Works – Riverside Park Water Reclamation Facility
<b>Subject:</b>	Contract renewal to supply liquid Magnesium Hydroxide to Riverside Park Water Reclamation Facility.
<b>Date:</b>	June 24 <sup>th</sup> , 2019
<b>Contact (email &amp; phone):</b>	Michael Cannon, Assistant Plant Manager 625-4642 <a href="mailto:mcannon@spokanecity.org">mcannon@spokanecity.org</a>
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	PIES
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b>	
<b>Strategic Initiative:</b>	Innovative Infrastructure – Affordable Utility Rates
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Council approval to renew contract with Inland Environmental Resources, Inc. to supply liquid Magnesium Hydroxide to Riverside Park Water Reclamation Facility at a yearly cost of \$495,000 plus applicable taxes.

**Background/History:** RPWRF uses liquid magnesium hydroxide to keep effluent pH above 6.0, in order to comply with its NPDES permit during the phosphorus removal season. Effluent pH is depressed as a result of alum addition to chemically remove phosphorus and also alkalinity consumption during ammonia removal. Wastewater Management uses liquid magnesium hydroxide to adjust the pH because it is not a hazardous chemical, unlike most other chemicals used to adjust pH.

This is the first one-year renewal of BID #4255-16, which is scheduled to begin on July 1, 2019 and to end on June 30, 2020. The contract may be renewed for one additional one-year contract period with the total contract period not to exceed five years.

**Executive Summary:**

- **Impact** – approval of liquid magnesium hydroxide purchase contract renewal which will allow the facility to remain in regulatory compliance.
- **Action** – RPWRF is seeking Council approval to authorize the first of two renewals.
- **Funding** – Funding for this purchase is provided in the Wastewater Management budget and revenue is derived from sewer rates.

**Budget Impact:**

Approved in current year budget? ☒ Yes ☐ No ☐ N/A

Annual/Reoccurring expenditure? ☒ Yes ☐ No ☐ N/A

If new, specify funding source: Department

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:

## Briefing Paper

### Public Infrastructure, Environment and Sustainability Committee

<b>Division &amp; Department:</b>	Public Works Division; Solid Waste Disposal
<b>Subject:</b>	Value Blanket for Inventory Management Services at the WTE
<b>Date:</b>	June 24, 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>	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 to exercise the last two year extension to the value blanket with Fastenal Company.
<b>Background/History:</b> <p>On August 15, 2016, proposals were received in response to RFP 4265-16 for Inventory Management Services for approximately 990 individual items including electrical and lighting, first aid supplies, maintenance shop supplies, safety supplies and warehouse supplies. Responses were received from 4 vendors. Fastenal Company was selected as the most qualified and lowest cost proposer and awarded a 3-year value blanket with the option to extend for 1 additional 2-year period, with the total period not to exceed 5 years.</p> <p>This will be the final two year extension which will span from 11/1/2019 through 10/31/2021, with an annual spend not anticipated to exceed \$187,500.00 for a two year total cost of \$375,000.00 (incl. taxes).</p>	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>Extension of the Value Blanket (VB) for the purchase of various supplies at the WTE Facility with Fastenal.</li> <li>The VB was awarded for three years, with the option of one 2-year extension, in August of 2016 from RFP 4265-16.</li> <li>This will be the final extension from 11/1/2019 through 10/31/2021 with a two year cost of \$375,000.00 (incl. tax).</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: 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:	

## Briefing Paper

### Public Infrastructure, Environment and Sustainability Committee

<b>Division &amp; Department:</b>	Public Works Division; Solid Waste Disposal
<b>Subject:</b>	Amendment with Cost to Contract for Boilermaker Services at the WTE Facility
<b>Date:</b>	June 24, 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>	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 additional funds for boilermaker services; without which the WTE facility would not be able to continue uninterrupted operations.
<b>Background/History:</b> <p>Each year, two scheduled outages are performed on each of the two boilers at the WTE Facility. Experienced boilermakers make repairs and boiler tube replacements during these outages. A RFB was submitted for these services in 2017, of which Helfrich Brothers Boiler Works Inc. was the lowest cost responsive bidder.</p> <p>The Superheater sections of the boilers were initially scheduled to begin being replaced in 2019 as part of our capital plan, which would have been bid out as a separate contract. Due to their still relatively good condition found during the 2018 outages, this project was moved into 2020. As a result, further funds are needed on the boilermaker repair contract in 2019 to complete some additional repairs.</p>	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>The WTE has two scheduled outages per year for each of the boilers, with an anticipated duration of 7-12 days each, with two 12-hour shifts per day.</li> <li>Critical repairs were identified and accomplished during the Spring Outage, and others will need to be completed during the 2019 Fall Outage.</li> <li>Additional repairs will result in an additional \$800,000.00 in cost, for a total spend of \$1,400,000.00 in 2019.</li> <li>Funding will be available due to deferment and/or a re-evaluation of other projects.</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: Other budget impacts: (revenue generating, match requirements, etc.)	

Operations Impact: Without needed boiler repairs, the WTE facility will experience additional downtime due to unscheduled outages and incur additional costs for emergency repairs.

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:

## Briefing Paper

### PIES

<b>Division &amp; Department:</b>	Public Works, Engineering Services
<b>Subject:</b>	Contaminated Material Disposal Contract
<b>Date:</b>	6-24-18
<b>Author (email &amp; phone):</b>	Dan Buller ( <a href="mailto:dbuller@spokanecity.org">dbuller@spokanecity.org</a> , 625-6391)
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons
<b>Committee(s) Impacted:</b>	PIES
<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)	This contract support projects in the 6 year water, sewer and street plans.
<b>Strategic Initiative:</b>	Innovative Infrastructure
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Contract award once bids are submitted to City Council

**Background/History:** Public works projects periodically encounter contaminated material which must be disposed of at specially licensed landfills. Generally such material is hauled to these landfills by the project's excavation contractor who pays landfill disposal cost which are then billed to the city plus markup.

**Executive Summary:**

- The City has issued a request for bids from landfills for a per ton price to accept contaminated materials.
- The purpose of this request for bids is to contract directly with specially licensed landfills such that the city pays disposal costs of contaminated material directly (excluding haul) and thereby avoids contractor markup.
- Some landfills take certain types of contaminated materials but not others while some landfills take all types of contaminated materials.
- A significant portion of material disposal cost is the cost of haul meaning that for certain projects, a given landfill will be less expensive but for another project in a different area, that same landfill may be more expensive due to additional hauling distance.
- Because of haul considerations described above and because certain landfills only take certain types of contaminated materials, depending on the bids received, staff may recommend contracting with multiple landfills.

**Budget Impact:**

Approved in current year budget? ☒ Yes ☐ No

Annual/Reoccurring expenditure? ☐ Yes ☒ No

If new, specify funding source:

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

**Operations Impact:**

Consistent with current operations/policy? ☒ Yes ☐ No

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

Specify changes required:

Known challenges/barriers: