

Public Infrastructure, Environment, and Sustainability Committee
Agenda for 1:15 p.m. Monday, July 26, 2021

The Spokane City Council's Public Infrastructure, Environment, and Sustainability Committee meeting will be held at **1:15 p.m. July 26, 2021** streaming live online and airing on City Cable 5 at <https://my.spokanecity.org/citycable5/live/> or by calling 1-408-418-9388 and entering the access code #146 213 7305; meeting password 0320.

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 4th Monday of each month at 1:15 p.m. unless otherwise posted.

Notice is hereby given that, pursuant to Governor Jay Inslee's Proclamation 20-28, dated March 24, 2020, all public meetings subject to the Open Public Meetings Act, Chapter 42.30 RCW, are to be held remotely and that the in-person attendance requirement in RCW 42.30.030 has been suspended.

Temporarily and until further notice, the public's ability to attend City Council meetings is by remote access only. In-person attendance is not permitted at this time. The public is encouraged to tune in to the meeting noted above or by calling 1-408-418-9388 and entering the access code #146 213 7305; meeting password 0320.

AGENDA

I. Call to order

II. Approval of minutes from June 28, 2021

III. Discussion items

A. Council requests

1. Consent items for discussion
2. Legislative update (if needed)
3. [Impact fee recodification ordinance – Council President Beggs \(5 minutes\)](#)
4. Smart Water Meter/flow device upgrades – Steve Burns (20 minutes)
5. Northeast PDA update – Council member Cathcart (10 minutes)
6. [Resolution in support of RCHA grant application – Council President Beggs \(5 minutes\)](#)

B. Staff requests

1. [Envision Center interlocal agreement – Dawn Karber/Dave Steele \(10 minutes\)](#)
2. [2021-2023 Consolidated Homeless Grant Program agreement – Debbie Cato \(5 minutes\)](#)
3. [2021 Action Plan component of the 2020-2024 Consolidated Plan for Community Development for CDBG, HOME, and ESG federal grant programs \(Community, Housing, and Human Services – George Dahl \(5 minutes\)](#)
4. [Fluoridation grant amendment and resolution – Marlene Feist \(5 minutes\)](#)
5. [Civil infraction authority clarification – Mary Muramatsu \(10 minutes\)](#)

IV. Strategic initiatives session – Council President Beggs and Marlene Feist Priority strategy 1: Rapidly accelerating street pavement maintenance projects

- No report this meeting.

Priority strategy 2: Repurposing public property and assets to stimulate private investment

- No report this meeting.

Priority strategy 3: Sustainable city

- No report this meeting.

V. Consent items

1. Amending vacation ordinance C-32182 to release easements (Development Services Center)
2. Linn Machine & Manufacturing Inc. 5-year master contract (Solid Waste Collection & Solid Waste Disposal)
3. Stormwater Grants of Regional or Statewide Significance (GROSS) Grant (Wastewater)
4. 5 Star Testing contract renewal for ultrasonic thickness testing at Waste to Energy (Solid Waste Disposal)
5. Wilson and Company contract amendment for NSC – City Utility relocations (Integrated Capital Management)
6. Parametrix and HDR on-call engineering consultants contracts (Engineering Services)
7. Arterial grind and overlay project construction contract (Engineering Services)

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

The next meeting will be held at the regular date and time of 1:15 p.m. August 23, 2021.

STANDING COMMITTEE MINUTES
City of Spokane
Public Infrastructure, Environment, and Sustainability
June 28, 2021

Committee members present in person, phone or video

Council President Breean Beggs, Committee Chair
Council Member Michael Cathcart, Vice Committee Chair
Council Member Lori Kinnear
Council Member Karen Stratton
Council Member Betsy Wilkerson

Committee members absent

Council Member Kate Burke
Council Member Candace Mumm

Council Member Cathcart called the meeting to order at 1:17 p.m.
The meeting may be view at: <https://vimeo.com/568641783>

Review and approval of minutes

Council Member Cathcart asked for a motion to approve the minutes of May 24, 2021 meeting.

- Action taken
- Council Member Wilkerson moved to approve the minutes of the May 24, 2021 meeting as presented; the motion was seconded by Council Member Stratton.

Discussion items – Items were presented in a different order than reflected in the agenda and minutes.

A. Council Requests

1. Consent items for discussion
2. Legislative update (if needed)

B. Staff Requests

1. Long-term water planning work

Katherine Miller presented an update on the long-term water planning project. The city's water system plan is required to be updated periodically. The Department of Health requires the next update to be approved January 2023. The update will include a description of the water system, water conservation, system analysis, source water protection, and operations and maintenance. Staff will update council regularly throughout the plan update process. A work schedule spanning 2021 through a small portion of 2023 was presented. There are four studies to be released, including: 1) water model calibration; 2) future water flow; 3) link utilities strategy and engagement for water; and 4) water system optimization. The future

water flow study was awarded to HDR in June. Katherine explained projected water use savings cannot be used in the water system capacity analysis. Once the savings have been achieved and documented, the city will submit a WSP amendment to the Department of Health for approval, or a capacity analysis will be prepared by a licensed professional engineer justifying an increase in capacity based on WUE savings achieved.

2. West Plains annexation area solid waste equipment

Dustin Bender presented an overview of the transition from Sunshine Disposal to city solid waste disposal service in the West Plains annexation area. The city's franchise agreement with Sunshine which began in 2012 will expire Jan. 1, 2022. Equipment will need to be purchased in order to cover this additional service area. This area has approximately 40 residential customers and 51 commercial clients, including the airport and their tenants. Notifications and outreach to those impacted are scheduled for late summer/early fall.

3. Peaceful Valley landslide update

Kyle Twohig presented an update relating to the Peaceful Valley landslide which occurred in January/February. Engineers continue to monitor the Browne's Addition hillside near Clarke and Elm streets. The city buttressed the retaining wall in efforts to prevent a collapse and to allow time to develop a long-term solution. Analysis is being conducted on the layers of soil and staff is continuing their subsurface investigation. The freeze which followed the initial slide followed by drought conditions have played a part in reducing the rate of movement of the hillside. Kyle explained very little movement is taking place at this time. He said the instable condition in the area dates back decades, including slides in the 1950s and the 1980s. Kyle explained there are opportunities for soil and drainage improvements which could help stabilize this area by changing the subsurface geology of the hillside. Staff is coordinating alteration of the South Gorge Trail project as to avoid major project delays on the trail. While the entire project to stabilize the hillside is not expected to be completed by winter, Kyle said work to stabilize the structural capacity of the soil can be completed before Spokane's wet season in the winter. He also anticipates reopening Clarke before winter. There is a possibility about 400 feet of sidewalk may need to be eliminated on the hill side of the project.

4. Ray-Freya alternatives analysis

Inga Note presented an overview on the Ray-Freya Alternatives Analysis. When the Ray-Freya crossover project was removed from the Comprehensive Plan's Arterial Street Map, the city added a study to identify alternative capacity improvements in the area. David Evans and Associates consulting firm was hired in late 2019 to perform the analysis. The work to date has included analysis of four alternatives and the original concept, release of a storymap and two surveys to the public, and online public meetings held Feb. 17 and June 16. Staff has also developed a list of bicycle and pedestrian improvements for the area. Staff presented the latest analysis results and public feedback.

5. Cochran Basin construction contracts

Kyle Twohig presented an overview of the Cochran Basin construction contracts. The Cochran storm drainage basin covers approximately 5,300 acres in northeast Spokane, generally bounded on the west by Alberta Street, on the north by Francis Avenue on the east by Market Street and on the south by Montgomery Street. Stormwater from this basin currently flows untreated to the Spokane River at the northwest end of the TJ Meenach Bridge. For several years, the city has been seeking and has now acquired funding necessary to correct this issue.

6. Airport joint resolution for the sale of approximately 1 Acre to WSDOT for construction of Geiger roundabout

Todd Woodward and Larry Krauter presented an overview of the Spokane Airport joint resolution for the sale of approximately one acre to WSDOT for construction of the Geiger roundabout. Pursuant to Paragraph 8(b) of the Spokane International Airport Joint Operation Agreement, Spokane County and the city of Spokane must approve the acquisition, sale, and transfer or disposal of real property.

7. Airport joint resolution for the sale of approximately 3.7 acres to West Plains Development, LLC

Todd Woodward and Larry Krauter presented an overview of the airport joint resolution for the sale of about 3.7 acres to West Plains Development. Pursuant to Paragraph 8(b) of the Spokane International Airport Joint Operation Agreement, the county and the city must approve the acquisition, sale, and transfer or disposal of real property.

8. Neptune Water Meters, Registers & Parts value blanket renewal

Steve Burns presented an overview of the Neptune Water Meters, Registers & Parts value blanket renewal. Council approval of a five-year master contract with Industrial Welding Co. Inc. and a five-year master contract with Mfg Precision for on-call miscellaneous welding-fabrication services, to include hydraulic cylinder repair and machine shop services. One bid was received by the May 4 closing deadline and the value blanket order was awarded to Neptune Technology Group as the responsive bidder of lowest cost.

Strategic Plan Session

A. Priority Strategy 1. Rapidly accelerating street pavement maintenance projects

- No report for this meeting.

B. Priority Strategy 2. Repurposing public property to stimulate private investment

- No report for this meeting.

C. Priority Strategy 3. Sustainable city

- No report for this meeting.

Consent items

1. Grant easement with Fairchild Air Force Base for sanitary sewer (Wastewater Collections)
2. Amended and restated Interlocal Agreement between Spokane and Airway Heights for sewer service to the Exotic Metal Property (Riverside Park Water Reclamation Facility)
3. Multijurisdictional agreement with Airway Heights for industrial pretreatment programs (Riverside Park Water Reclamation Facility)
4. Dixon Resources Unlimited contract extension for downtown parking study (Parking Services)
5. Shamrock Paving contract for on-call Public Works maintenance (Water & Hydroelectric Services)
6. Olin Chlor Alkali Products and Vinyls contract renewal to supply liquid sodium hypochlorite (Riverside Park Water Reclamation Facility)
7. HDR contract amendment for the Wastewater Collection SCADA Project (Integrated Capital Management)
8. Continuum of Care (CoC) Program grant award (Community, Housing & Human Services)
9. Treasury Emergency Rent Assistance 2 (ERA2) grant acceptance and subgrant allocation (Community, Housing & Human Services)
10. COVID-19 Supplemental ESG Award (Community, Housing & Human Services)
11. North River Drive sidewalk project (Engineering Services)
12. Ermina and Greene signal revision project (Engineering Services)
13. 5-year master contracts for on-call miscellaneous welding-fabrication services (Fleet Services and Solid Waste Collections)

Executive session

None.

Adjournment

The meeting adjourned at 2:47 p.m.

Prepared by:

Pamela Clarke

Approved by:

Chair

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	City Council
Subject:	Temporary moratorium on impact fee exemptions
Date:	July 26, 2021
Author (email & phone):	Brian McClatchey (bmcclatchey@spokanecity.org) 625-6210
City Council Sponsor:	Council President Beggs
Executive Sponsor:	None
Committee(s) Impacted:	Public Infrastructure, Environment, and Sustainability
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	<p>CFU 2.4 Impact Fees <i>Include impact fees as one possible mechanism to fund capital improvements, so new growth and development activity that has an impact upon public facilities pays a proportionate share of the cost of the relevant facilities.</i></p> <p>CFU 2.5 Exemptions from Impact Fees <i>Exempt development activities with broad public purposes from growth-related impact fees.</i></p> <p>ED 6.2 Public Investment in Designated Areas <i>Use capital facility funds to promote economic vitality in those areas designated for economic development or mixed-use.</i></p> <p>ED 8.2 Sustainable Economic Strategies <i>Promote sustainable economic strategies.</i></p>
Strategic Initiative:	Sustainable Resources
Deadline:	Council action on August 16 at the end of the initial moratorium period.
Outcome: (deliverables, delivery duties, milestones to meet)	Moratorium on the acceptance and processing of impact fee exemption applications
Impact fee exemptions require the City, rather than the project proponent, to pay the impact fees. To allow the Council additional time to examine and consider changes to the criteria for awarding exemptions to impact fees, a moratorium on new impact fee exemptions is required.	
Budget Impact: 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.) [The City will avoid the requirement to reimburse the impact fee fund by placing a moratorium on exemption applications.](#)

Operations Impact:

Consistent with current operations/policy?

☐

Yes

☒

No

Requires change in current operations/policy?

☒

Yes

☐

No

Specify changes required: No impact fee exemption applications will be accepted or acted on during the moratorium.

Known challenges/barriers: None.

ORDINANCE NO. C-_____

An ordinance amending the conditions upon which the City will grant exemptions from transportation impact fees; amending sections 07.08.010 and 17D.075.060 of the Spokane Municipal Code; and declaring an emergency.

WHEREAS, the economic disruption caused by COVID-19 has focused new attention on the fiscal situation of all cities, and Spokane is no exception; and

WHEREAS, transportation impact fees are imposed to help pay for infrastructure that is required for new development throughout the City; and

WHEREAS, existing City law allows for some exemptions from impact fees, but state law requires that the impact fees be paid regardless, essentially shifting the obligation to pay impact fees from the developer requiring additional infrastructure onto the City's general fund; and

WHEREAS, the City Council finds that it is not in the public interest or the City's fiscal interest to allow the obligation to pay transportation impact fees to be shifted from the development activity onto the City's general fund; and

WHEREAS, the City Council previously imposed a moratorium on the granting of exemptions from impact fees, which expired on October 17, 2020; and

WHEREAS, without City Council action, it is likely that all transportation impact fee exemption applications which fall within the terms of SMC 17D.075.060 will be granted, thereby imposing potentially hundreds of thousands of dollars in payment obligations onto the City's general fund.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That section 07.08.010 of the Spokane Municipal Code is amended to read as follows:

Section 07.08.010 General Fund and Reserve Accounts – Establishment

- A. There is established a "general fund" into which all sums of money collected by the City for any purpose whatsoever shall be deposited unless otherwise provided by ordinance directing the deposit into some specific fund other than the general fund.
- B. There is established within the general fund a revenue stabilization account which shall consist of a specific portion of the unappropriated general fund balance as determined by this section and which shall be used for the revenue stabilization for future city operations and to fund ordinary and ongoing city activities that would otherwise be reduced in scope, suspended, or eliminated due to unanticipated

shortfalls in general fund revenues. The revenue stabilization account and other dedicated reserve accounts listed in 07.08.010 shall be funded as follows.

1. At the conclusion of each and every fiscal year, that year's positive general fund variance, net of unrealized gains/losses, shall be automatically transferred into the dedicated reserve accounts in the following order until such time as the dedicated reserve accounts are funded to the targeted funding level as listed in this section:
 - a. Contingency reserve account;
 - b. Revenue stabilization account;
 - c. Strategic reserve account.
2. Additional funds may be added to the revenue stabilization account during the ensuing fiscal year when approved by the city council.
3. The targeted funding level for revenue stabilization account shall initially be three and one-half percent (3.5%) of current-year budgeted general fund revenues.
 - a. Annually during each budget cycle, the chief financial officer, or designee, shall report to the city council on the revenue stabilization account including current and proposed future funding levels consistent with revenue growth projected in the City's long-term general fund financial forecast and a discussion of investment activity within the account for the period and investment planning in place for future periods. This annual report shall also include analysis and consideration of the proper targeted funding level going forward in relation to changing conditions and prudent fiscal practices.
 - b. Disbursements from the revenue stabilization account may be made to mitigate a general fund revenue shortfall deemed by the city council, in consultation with the chief financial officer or designee to meet the following criteria:
 - i. The revenue shortfall results from revenue collections considered to be materially short of the amount budgeted, or the revenue shortfall results from projected baseline (existing) budgeted revenues for any ensuing year increasing by less than the assumed long-term revenue growth rate in the City's six-year general fund projection for the immediate year; and
 - ii. The revenue shortfall is expected to persist through the end of the fiscal year; and

- iii. The revenue shortfall is reasonably expected to persist for a period no longer than three (3) years. A revenue shortfall expected to persist beyond three (3) years shall be directly addressed in the current annual budget process through long-term budget measures.
 - c. Disbursements from the revenue stabilization account may include amounts budgeted in the general fund to supplement revenue shortfalls that occur in other City funds.
 - d. Appropriation from the revenue stabilization account is by the standard special budget ordinance procedure.
- C. There is established within the general fund a contingency reserve account which shall consist of a specific portion of the unappropriated general fund balance.
 - 1. Annual allocations to the contingency reserve account shall be in accordance with SMC 07.08.010(B)(1).
 - 2. Additional funds may be added to the contingency reserve account in such amounts and at such additional times during the ensuing fiscal year when approved by the city council.
 - 3. The targeted funding level within the contingency reserve account shall be ten percent (10%) of current-year budgeted general fund expenditures.

During each budget cycle, the chief financial officer, or designee, shall report to the city council on the contingency reserve account including current and estimated future funding levels consistent with the City's long-term general fund financial forecast. This annual report shall include analysis and consideration of the proper targeted funding level in relation to changing conditions and prudent fiscal practices.
 - 4. Disbursements from the contingency reserve account are for the purpose of meeting extraordinary expenditures as deemed by the city council, in consultation with the chief financial officer or designee, to meet the following criteria:
 - a. Unforeseen circumstances arising after the adoption of the annual budget which require an unavoidable and non-continuing allocation; or
 - b. Unforeseen emergency threatening health and/or safety of the citizens; or

- c. Unanticipated non-continuing expenses are needed to fulfill an unfunded legislative mandate; or
 - d. Significant operating efficiencies can be achieved resulting in clearly identified near-term and offsetting cost savings.
 - 5. Appropriation from the contingency reserve account is by the standard special budget ordinance procedure.
- D. There is established within the general fund a strategic reserve account which shall consist of a specific portion of the unappropriated general fund balance.
- 1. Annual allocations to the strategic reserve account shall be in accordance with SMC 07.08.010(B)(1).
 - 2. Additional funds may be added to the strategic reserve account during the year when approved by the city council.
 - 3. The targeted funding level within the strategic reserve account shall initially be 1% of current year budgeted general fund expenditures.
 - 4. Disbursements from the strategic reserve account may be made for the following purposes.
 - a. To fund a strategic program or initiative in the areas of housing, environmental protection, innovation(~~(, or)~~);
 - b. To fund impact fee waiver exemptions subject to the following requirements:
 - i. Located within the boundaries of the Northeast Public Development Authority or the West Plains/Airport Area Public Development Authority area;
 - ii. Submission of a completed request for an exemption of a form provided by the Planning Director; and
 - iii. Achievement of at least thirty percent (30%) of the total points available on the impact fee exemption matrix provided in Table 07.08.010T; and
 - ~~((b-))~~c. to fund ((Any))any other project, program, or initiative determined by City Council to be of strategic significance to the City or its people.
 - 5. Appropriation from the strategic reserve account is by the standard special budget ordinance procedure or funds may be appropriated as part of the annual budget process.

- E. During such time that the revenue stabilization, contingency reserve and strategic reserve accounts are at the targeted funding levels, any unappropriated fund balance in ensuing years should first be used to pay for existing obligations rather than to fund new programs.
- F. The transfers required by SMC 07.08.010(B)(1), (C)(1) and (D)(1) shall be accomplished as part of the year-end closing process.

Section 2. That section 17D.075.060 of the Spokane Municipal Code is amended to read as follows:

Section 17D.075.060 Exemptions

- A. The City Council finds that some development (~~((of (i) manufacturing and production facilities (see SMC 17C.190.320), (ii) industrial service (see SMC 17C.190.310), (iii) warehouse and freight movement (see SMC 17C.190.340), (iv) hotels and motels, (v) office uses (see SMC 17C.190.250), and (vi) residential household living uses (see SMC 17C.190.110)))~~) within the boundaries of the Northeast Public Development Authority (~~(and the West Plains/Airport Area Public Development Authority)~~) may, in the appropriate circumstances, have broad public purposes and therefore may be considered for (~~((exempted))~~) exemption from the payment of impact fees within the process provided by this section and as provided by SMC 07.08.010.
- B. Requests for the exemptions set forth in subsection A of this Section 17D.075.060 shall be submitted to the Department on such forms as the Director may provide. The Director shall make a threshold determination whether the particular development activity described in the request for an exemption falls within the parameters of SMC (~~(17D.075.060(A))~~)07.08.010(D)(4)(b) (as more specifically detailed in Table 07.08.010-1) and whether funds are available. If so, the Director shall provide a recommendation to the City Council concerning the request for an exemption, which Council may grant or deny in an open public meeting. The exemption amount will be equal to the percentage of the total points available the project application receives, according to Table 07.08.010-1, provided that the application receives at least 30% of the available points.
- C. The impact fee for an exempt development shall be calculated as provided for in this Chapter and paid with (~~((public))~~)the strategic reserve account (~~((funds other than the impact fee account))~~)as provided for in SMC 07.08.010(D)(4). Such payment may be made by including such amount(s) in the public share of system improvements undertaken within the applicable service area.
- D. On an annual basis, simultaneous with the report required under Section 17D.075.100, the Director shall provide a report to the council regarding the exemptions approved under this Section and the status of (~~((public funds))~~)the

strategic reserve account that is available to pay the impact fees that would have otherwise been paid by the exempted development activity.

Section 3. That this ordinance is necessary for the immediate preservation of the City and its existing public institutions, and therefore is effective immediately upon passage by the vote of one more than a majority of the members of the City Council, pursuant to Section 19 of the Spokane City Charter.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

Table 07.08.010-1	
Criteria	Total Points Available
<p><i>City Property Tax, Sales Tax (Retail and Construction), Utility Taxes, Utility Revenues (over a three-year period):</i></p> <ul style="list-style-type: none"> • Exceeds \$1 million (30 points) • Between \$750,000 and \$999,999 (25 points) • Between \$500,000 and \$749,999 (20 points) • Between \$250,000 and \$499,000 (15 points) 	30
<p><i>Number of new jobs anticipated to be created by the project:</i></p> <ul style="list-style-type: none"> • > 100 (10 points) • 75 to 99 (8 points) • 50 to 74 (6 points) • 25 to 49 (4 points) • 1 to 24 (2 points) <p>Living wage creation multiplier (multiply the “number of new jobs” score above by the following multiplier corresponding to the percentage of new jobs which pay > 130% of the median per capita income):</p> <ul style="list-style-type: none"> • 80% to 100%: 6x • 60% to 79%: 5x • 40% to 59%: 4x • 20% to 39%: 3x • 10% to 19%: 2x • 0% to 9%: 1x 	60
<p>Brownfield redevelopment (5 points)</p> <p>Innovative or exemplary site design (5 points)</p> <p>Design includes enhanced public amenities (5 points)</p> <p>Project includes neighborhood or sub-area Improvements (5 points)</p> <p>Incorporates Low-Impact Development standards (5 points)</p> <p>Incorporation of adopted green building standards (5 points)</p> <p>Creates a mixed-use development (5 points)</p> <p>Creates a mixed-income development (5 points)</p> <p>Historic Preservation components of the project (5 points)</p> <p>Adaptive reuse project (5 points)</p> <p>Remediates or removes existing blight conditions (5 points)</p> <p>Creates new workforce housing (5 points)</p>	60
<p>Addresses legacy environmental issues (5 points)</p> <p>No Impact to Environmentally Sensitive Areas (separate from SEPA) (5 points)</p> <p>Uses best practices for construction stormwater pollution prevention (5 points)</p> <p>Uses on-site Stormwater Treatment (5 points)</p> <p>Controls Irrigation Water Use (5 points)</p> <p>Uses SpokaneScape Landscaping (i.e., no turf) (10 points)</p> <p>Installs new EV Charging Stations (10 points)</p>	

Promotes Active Transportation (5 points)	
Participates in Commute Trip Reduction program (5 points)	
Provides transit passes for employees (5 points)	
Transit Oriented Development (5 points)	
Storage and collection of recyclables and compostables (5 points)	
Uses best practices for construction site waste management (5 points)	75
<u>TOTAL POINTS AVAILABLE</u>	225
<u>TOTAL POINTS RECEIVED</u>	_____
<u>PERCENTAGE OF TOTAL POINTS RECEIVED</u>	_____ %

Briefing Paper

Public Infrastructure, Environment and Sustainability

Division & Department:	City Council
Subject:	Resolution Support RCHA Grant Proposal
Date:	July 26, 2021
Contact (email & phone):	CP Beggs (bbeggs@spokanecity.org)
City Council Sponsor:	CP Beggs
Executive Sponsor:	
Committee(s) Impacted:	Urban Experience
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment:	
Strategic Initiative:	
Deadline:	Will be requesting to add this to the 7/26 Legislative Agenda for consideration
Outcome: (deliverables, delivery duties, milestones to meet)	
Background/History:	
Executive Summary: This resolution expresses support for an application from Catholic Charities for a Rapid Capital Housing Acquisition ("RCHA") grant to acquire a small local hotel that will provide transitional housing for up to 15 households. The grant requires matching funding, which Council resolves to provide if the application is accepted. The appropriate funding source for this project will be determined during a future process.	
Budget Impact: TOTAL COST: 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.)	
Operations Impact: Consistent with current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	

RESOLUTION NO. 2021-_____

A Resolution expressing support for Catholic Charities of Eastern Washington's application for funding through the Washington Department of Commerce's Rapid Capital Housing Acquisition grant program via the Washington Housing Trust Fund and pledging future approval of matching funds and contract support to assist in the grant application.

WHEREAS, the Washington Department of Commerce ("Commerce"), through the Washington Housing Trust Fund, have issued a Notice of Funds Availability for a Rapid Capital Housing Acquisition ("RCHA") grant; and

WHEREAS, the RCHA grant provides funds for the acquisition or rental of real property for rapid conversion into enhanced emergency shelters, permanent supportive housing, transitional housing, permanent housing, youth housing, drop-in centers, or shelters for extremely low-income people, as well as individuals, families, unaccompanied youth, and young people experiencing sheltered or unsheltered homelessness; and

WHEREAS, the City Council recently adopted Resolution No. 2021-0061 (July 12, 2021), which strongly encouraged the City Administration to apply, as applicant or co-applicant, or to provide matching funds for a community applicant for a RCHA grant; and

WHEREAS, recently, Catholic Charities of Eastern Washington ("CCEW") have begun a property acquisition that is eligible for a RCHA grant, and have sought support for their project, as well as matching funds to fund housing for people who are experiencing homelessness, an existing situation which has been exacerbated by the public health and economic impacts of the COVID-19 pandemic and the existing housing crisis; and

WHEREAS, currently, CCEW is under contract to purchase a small local hotel which will provide transitional housing for up to 15 households that are currently experiencing homelessness and will use this housing to transition those households into permanent housing solutions and is seeking a RCHA grant to fund that purchase; and

WHEREAS, the RCHA grant requires both local matching funds and a three-year operating support contract; and

WHEREAS, the intention of CCEW is to work with the City and other funders to sustainably fund this facility as emergency/transitional housing after the 3-year operating agreement expires, and that, even without such support, CCEW intends to redevelop the property and provide permanent, affordable housing; and

WHEREAS, provided that local matching funds are obtained, a three-year operating contract with the City is concluded, qualified staff can be hired, and that CCEW is

awarded a RCHA grant, CCEW anticipates opening this new shelter for operations in October, 2021; and

WHEREAS, housing instability has been shown to drive a wide range of social and economic ills, such as increased crime and recidivism, lower educational attainment, poorer physical, mental, and social health outcomes, reduced social capital, and greater susceptibility to transmissible diseases, such as COVID-19; and

WHEREAS, the Housing chapter of the City's Comprehensive Plan states that the City will "[s]upport 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" (Policy H 1.10); and

WHEREAS, the Joint Administration-Council Strategic Plan directs that the City will take action to "[r]educe homelessness and protect vulnerable populations," and the surest way to do so is to help community organizations like CCEW that is providing housing for people who are homeless or are at risk of homelessness.

NOW THEREFORE, BE IT RESOLVED that the Spokane City Council supports the Catholic Charities of Eastern Washington's Rapid Capital Housing Acquisition grant application for the purchase and operation of a small local hotel that will provide transitional housing for up to 15 households currently experiencing homelessness.

BE IT ALSO RESOLVED that the Spokane City Council pledges to provide matching funds for the project, within its regular process, and from whatever source(s) of funding is/are most appropriate to the goals of the project, should the project be selected for grant funding.

AND BE IT FINALLY RESOLVED, that the Spokane City Council strongly supports a three-year operating agreement with Catholic Charities of Eastern Washington, to enable this project to move forward to provide housing for some of our most vulnerable people.

Passed by the City Council this ____ day of _____, 2021.

City Clerk

Approved as to form:

Assistant City Attorney

DRAFT

Briefing Paper

Public Infrastructure, Environment & Sustainability (PIES) Committee

Division & Department:	Finance – Facilities Department
Subject:	Interlocal Agreement between the City of Spokane, Spokane County, and Spokane Area Workforce Development regarding cost sharing for the Envision Center
Date:	July 26, 2021
Author (email & phone):	dsteele@spokanecity.org 625-6064
City Council Sponsor:	Councilwoman Kinnear
Executive Sponsor:	Tonya Wallace
Committee(s) Impacted:	N/A
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Comp Plan, Strategic Plan
Strategic Initiative:	
Deadline:	8/1/2021
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval of an interlocal agreement with the City of Spokane, Spokane County, and Workforce Development establishing the parameters of the long-term partnership supporting the Envision Center.
Background/History: The City of Spokane, Spokane County, and Workforce Development are working in partnership to support Envision Spokane and are collaborating on a transition of responsibility for the property lease to Spokane County. This interlocal establishes the framework between the three parties, setting terms for cost sharing and other elements.	
Executive Summary: <ul style="list-style-type: none"> This interlocal agreement establishes the interlocal relationship between Workforce Development, Spokane County, and the City of Spokane and agreed upon cost contribution by each agency over the life of the agreement. 	
Budget Impact: 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.) <i>Match requirements will be determined at the time of award.</i>	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No N/A Specify changes required: Known challenges/barriers:	

**INTERLOCAL AGREEMENT AMONG SPOKANE COUNTY, CITY OF SPOKANE AND
SPOKANE AREA WORKFORCE DEVELOPMENT COUNCIL REGARDING THE LEASE OF
SPACE FOR THE SPOKANE RESOURCE CENTER**

THIS INTERLOCAL AGREEMENT (“Agreement”), made and entered into among Spokane County, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as “**COUNTY**”, the City of Spokane, a municipal corporation of the State of Washington, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereinafter referred to as “**CITY**”, and Spokane Area Workforce Development Council, a non-profit corporation of the State of Washington having offices for the transaction of business at 140 S. Arthur Street, Suite 300A, Spokane, Washington 99202, hereinafter referred to as “**SAWDC**”, each individually referred to as a PARTY and jointly referred to along with the COUNTY and CITY as the PARTIES. The PARTIES agree as follows:

SECTION 1. **RECITALS AND FINDINGS**

(A) Pursuant to chapter 39.34 RCW (Interlocal Cooperation Act), the PARTIES may contract with each other to perform certain functions which each may legally perform.

(B) Pursuant to the provisions of RCW 36.32.120(6), COUNTY has the care of Spokane County property and the management of Spokane County funds and business and in this capacity, can participate in programs providing a range of services that meet the needs of Spokane County residents to help stabilize their living situations and enter a path of economic self-sufficiency that leverages the strong connection to the workforce system.

(C) Pursuant to the provisions of 29 USC § 2801 et seq., Congress of the United States enacted the Workforce Investment Act of 1998 (“WIA”) to provide workforce investment activities, through statewide and local workforce investment systems, that increase the employment, retention and earnings of participants, and increase occupational skill attainment by participants, and as a result improve the quality of the workforce, reduce welfare dependency, and enhance their productivity and competitiveness of the nation. The COUNTY and CITY formed the SAWDC to receive federal dollars and implement the WIA.

(D) The CITY to further its responsibilities under the WIA entered into a lease of certain space located at 130 South Arthur, Spokane, Washington with Ulupalakua Ranch, Inc., (“Lease”) wherein SAWDC operates a Spokane Resource Center which brings together various service providers providing a range of services that meet Spokane County residents’ needs to help stabilize their living situations and enter paths toward economic self-sufficiency. The Lease between the CITY and Ulupalakua Ranch, Inc. expired on May 31, 2021. It was extended for an additional three (3) month time frame through August 31, 2021. The rent under the Lease for June 2021, July 2021, and August 2021 was \$48,960 or \$16,320 per month. At the end of the three (3) month time frame, a new lease for the space at 130 South Arthur will be entered into between COUNTY and Ulupalakua Ranch, Inc. (“New Lease”). The New Lease will be for the same space as under the Lease. The term of the New Lease will be twenty-one months from September 1, 2021 through May 31, 2023. The rent under the New Lease will be \$220,000 annually or \$18,333.33 per month. The PARTIES desire to equally split the rent under the Lease for June 2021, July 2021 and August 2021, as well as equally split the rent under the New Lease for September 1, 2021 through May 31, 2023.

SECTION 2. **PURPOSE**

The purpose of this Agreement is to reduce to writing the PARTIES’ understanding regarding their respective financial obligations to equally split the rent under the Lease for June 2021, July 2021 and August 2021 as well as equally split the rent under the New Lease for September 1, 2021 through May 31, 2023.

The rent under the Lease for June 2021, July 2021 and August 2021 is \$16,320 per month for a total of \$48,960. Each PARTY will pay 1/3 of the total amount of \$48,960 or \$16,320 each.

The rent under the New Lease for the term of September 1, 2021 through May 31, 2023 will be \$18,333.33 per month for a total of \$385,000. Each PARTY will pay 1/3 of the total amount of \$385,000 or \$128,333 each. Provided, however in the event the total amount of rent under the New Lease for the term of September 1, 2021 through May 31, 2023 exceeds \$18,333.33 per month for a total of \$385,000, the PARTIES agree that the amount each PARTY pays will be adjusted in the last quarterly payment so the total rent for the entire term is split equally among the PARTIES.

SECTION 3. **DURATION AND TERMINATION**

This Agreement shall commence upon execution of the Agreement by the PARTIES and shall terminate at the end of the New Lease. Provided, however, if the New Lease is extended by the COUNTY, SAWDC will be fully and solely responsible for the rent amounts as they become owing and due.

Once this Agreement is executed it cannot be terminated by any PARTY nor can any PARTY withdraw.

SECTION 4. **RESPONSIBILITIES OF THE PARTIES**

(A.) COUNTY RESPONSIBILITIES:

The COUNTY will execute a New Lease for the same space and under substantially the same terms and conditions as identified in the Lease between CITY and Ulupalakua Ranch, Inc, consisting of approximately 20,116 rentable square feet located at 130 South Arthur, Spokane, Washington. The New Lease will be for a twenty-one (21) month term commencing September 31, 2021 and terminating May 31, 2023. The rent under the New Lease for the term of September 1, 2021 through May 31, 2023 will be \$18,333.33 per month for a total of \$385,000.

The COUNTY will pay all rent owing and due under the New Lease. The rent under the New Lease is due at the beginning of the month for each month. The COUNTY at the end of each three (3) month term of the New Lease will bill the CITY and SADC their proportionate share of the rent for that three (3) month time frame. The CITY and SAWDC shall reimburse the COUNTY their proportionate share of the rent for that three (3) month time frame within thirty (30) calendar days of billing. Billing statements shall be send via e-mail to the PARTIES' representatives set forth below. For example, for the time frame from September 1, 2021 through November 30, 2021, COUNTY will pay the monthly rent under the New Lease of \$18,333.33 per month for a total rental payment of \$54,999.99. At the end of November 2021, COUNTY will bill CITY and SAWDC one-third (1/3) of this amount or \$18,333.33 each. City and SAWDC shall pay the COUNTY this amount within thirty (30) days of billing.

(B.) CITY'S RESPONSIBILITIES:

The CITY will pay all rent owing and due under the Lease for the months of June 2021, July 2021 and August 2021. The rent is due at the beginning of the month for the month. The rent under the Lease for June 2021, July 2021 and August 2021 is \$16,320 per month for a total of \$48,960. At the end of the three- month time frame, the CITY will divide the total monthly rental payment due under the Lease by three (3) and bill to COUNTY and SAWDC their proportionate share. The COUNTY AND SAWDC shall reimburse the CITY their proportionate share within thirty (30) days of billing. Billing statements shall be send via e-mail to the PARTIES' representatives set forth below. For example, for the time frame of June 1, 2021 through August 1, 2021, CITY will pay the monthly rent under the Lease of \$16,320 per month for a total rental payment of \$48,960. At the end of August 2021, CITY will bill COUNTY and SAWDC one-third of this amount or \$16,320 each.

(C.) **SAWDC'S RESPONSIBILITIES:**

In addition to the responsibilities in (A.) and (B.) above, the SAWDC will also be responsible for operating the Resource Center of Spokane County in the space identified in the Lease and New Lease and programming the space for the purpose of bringing together various service providers providing a range of services that meet Spokane County residents' needs to help stabilize their living situations and enter paths toward economic self-sufficiency. All prior agreements, arrangements, memorandums of understanding or other arrangements the CITY has or may have had with any of the service providers located at the Resource Center are void or otherwise superseded by the SAWDC'S operation of the Resource Center upon this Agreement being fully executed by the PARTIES.

SAWDC shall be responsible for insuring that all provisions of the New Lease are met in operating the Resource Center of Spokane County. A copy of the New Lease will be provided to SAWDC. Scott Simmons County CEO or his designee shall be the COUNTY'S representative for the purpose of working with SAWDC in carrying out its responsibilities under this provision.

SECTION 5. **NOTICE**

All notices, other than billings addressed in Section 4, shall be in writing and served on any of the PARTIES either personally or by certified mail, return-receipt requested, at their respective addresses set forth above. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

Notices with respect to billing statements addressed in Section 4 shall be sent via email to:

COUNTY:	Gary Petrovich Chief Budget Officer gpetrovich@spokanecounty.org
CITY:	Tonya Wallace Chief Financial Officer twallace@city.org
SAWDC	Mark Mattke Chief Executive Officer mmattke@spokaneworkforcc.org

SECTION 6. **COUNTERPARTS**

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

SECTION 7. **RELATIONSHIP OF THE PARTIES**

The PARTIES intend that an independent contractor relationship will be created by this Agreement. No agent, employee, servant or representative of any party shall be deemed to be an employee, agent, servant or representative of the other party for any purpose.

SECTION 8. MODIFICATION

This Agreement may be modified in writing by mutual written agreement of the PARTIES.

SECTION 9. DISPUTE RESOLUTION

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

Each party shall have the right to designate one person each to act as an arbitrator. The three selected arbitrators shall then jointly select a fourth arbitrator. The decision of the arbitration panel shall be binding on the PARTIES and shall be subject to judicial review as provided for in chapter 7.04A RCW. The costs of the arbitration panel shall be equally split between the PARTIES.

SECTION 10. VENUE STIPULATION

This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each party that this Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

SECTION 11. SEVERABILITY

In the event any portion of this Agreement should become invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.

SECTION 12. RECORDS

All public records prepared, owned, used or retained by either PARTY in conjunction with meeting its responsibilities under this Agreement shall be made available to the other PARTY upon written request subject to the attorney client and attorney work product privileges set forth in statute, court rule or case law.

SECTION 13. COMPLIANCE WITH LAWS

The PARTIES shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.

SECTION 14. WAIVER

No officer, employee, agent or otherwise of any PARTY, has the power, right or authority to waive any of the conditions or provisions of this Agreement. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement or at law shall be taken and constructed as cumulative, that is, in addition to every other remedy provided herein or by law.

SECTION 15. TIME OF ESSENCE OF AGREEMENT

Time is of the essence of this Agreement and in case any PARTY fails to perform the obligations on its part to be performed at the time fixed for the performance of the respective obligation by the terms of this Agreement,

the affected PARTY may, at its election, hold the other party liable for all costs and damages caused by such delay.

SECTION 16. **EXECUTION AND APPROVAL**

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

SECTION 17. **NO THIRD-PARTY BENEFICIARIES**

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

SECTION 18. **ASSIGNMENT**

This Agreement shall not be assigned, sublet, pledged, conveyed, sold, transferred, or otherwise disposed of in whole or in part without the express written consent of the PARTIES.

SECTION 19. **HEADINGS**

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

SECTION 20. **ANTI-KICKBACK**

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

SECTION 21. **RCW 39.34 REQUIRED CLAUSES**

- (A.) **PURPOSE**: See Section 2 above.
- (B.) **DURATION**: See Section 3 above.
- (C.) **ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS**: No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- (D.) **RESPONSIBILITIES OF THE PARTIES**: See provisions above.
- (E.) **AGREEMENT TO BE FILED**: The PARTIES shall file this Agreement as provided in RCW 39.34.040
- (F.) **FINANCING**: Each PARTY shall be responsible for the financing of its contractual obligations under its normal budgetary process as set forth herein.
- (G.) **TERMINATION**: See Section 3 above.

(H.) **PROPERTY UPON TERMINATION:** Title to all property acquired by any PARTY in the performance of this Agreement shall remain with the acquiring PARTY upon termination of the Agreement.

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed on the date and year opposite their respective signatures.

SPOKANE COUNTY

DATED: _____

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

JOSH KERNS, CHAIR

ATTEST:

MARY L. KUNEY, VICE-CHAIR

Ginna Vasquez, Clerk of the Board

AL FRENCH, COMMISSIONER

DATED: _____

CITY OF SPOKANE

By: _____

Attest:

Title: _____

City Clerk

Approved as to form:

Assistant City Attorney

DATED: _____

SAWDC

By: _____

Title: _____

Briefing Paper

Public Infrastructure, Environment, & Sustainability

Division & Department:	Neighborhood and Business Services – Community, Housing, and Human Services (CHHS) Department
Subject:	Office of Family and Adult Homelessness Award Renewal – 2021-2023 Consolidated Homeless Grant Program Agreement
Date:	July 26, 2021
Author (email & phone):	Matt Davis (mrdavis@spokanecity.org ext. 6815)
City Council Sponsor:	CM Betsy Wilkerson
Executive Sponsor:	David Lewis
Committee(s) Impacted:	Public Safety & Community Health Committee
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	2020-2025 Strategic Plan to End Homelessness
Strategic Initiative:	Safe & Healthy / Reduce Homelessness
Deadline:	Award is retroactive to July 1, 2021
Outcome: (deliverables, delivery duties, milestones to meet)	CHHS is requesting permission to accept a \$9,611,051 grant renewal award from the Office of Family and Adult Homelessness and subgrant funds to awardees of the CHHS 5-Year RFP.
Background/History: On July 12, 2021, the Office of Family and Adult Homelessness (OFAH) released a grant agreement to the CHHS Department for the Consolidated Homeless Grant (CHG) for the period of July 1, 2021 through June 30, 2022.	
Executive Summary: <ul style="list-style-type: none"> CHHS's CHG award consists of \$1,392,813 in CHG Base funding, \$368,900 for Permanent Supportive Housing for Chronically Homeless Families, and \$7,849,338 for the Housing and Essential Needs program inclusive of administrative funding for CHHS and the subrecipients. In acknowledgement of the CHHS department's status as Collaborative Applicant for the regional Continuum of Care Grant, OFAH has renewed the City's status as System Demonstration Grantee (SDG) for CHG which offers a higher degree of flexibility in program implementation. 	
Budget Impact: 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	
Operations Impact: 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: N/A Known challenges/barriers: N/A	



Interagency Agreement with

City of Spokane – Community, Housing, and Human Services
Department

through

Community Services and Housing Division
Housing Assistance Unit

System Demonstration Grant (SDG)

Start date: July 1, 2021

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Attachment A, Scope of Work

Attachment B, Budget

FACE SHEET**Contract Number: 22-46108-30**

**Washington State Department of Commerce
Community Services and Housing Division
Housing Assistance Unit
System Demonstration Grant (SDG)**

1. Contractor City of Spokane Community, Housing, and Human Services Department 808 W. Spokane Falls Blvd. Spokane, WA		2. Contractor Doing Business As (optional) N/A	
3. Contractor Representative Matt Davis Homelessness Program Professional (509) 625-6815 mrdavis@spokanecity.org		4. COMMERCE Representative Sarah Harrison Grant Manager (360) 463-0216 sarah.harrison@commerce.wa.gov	
5. Contract Amount \$9,611,051	6. Funding Source Federal: <input type="checkbox"/> State: <input type="checkbox"/> Other: <input checked="" type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date July 1, 2021	8. End Date June 30, 2023
9. Federal Funds (as applicable) N/A	Federal Agency: N/A	<u>CFDA Number</u> N/A	
10. Tax ID # N/A	11. SWV # SWV0003387-03	12. UBI # 328013877	13. DUNS # N/A
14. Contract Purpose This grant provides resources to assist people who are experiencing homelessness obtain and maintain housing stability. Grantees and subgrantees must prioritize unsheltered homeless households for assistance and services			
15. Signing Statement COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents hereby incorporated by reference: 2022-2023 SDG Information and Budget workbook, SDG Guidelines (as they may be revised from time to time), and Contract Terms and Conditions including Attachment "A" – Scope of Work and Attachment "B" – Budget.			
FOR CONTRACTOR _____ David Lewis, Action Senior Manager _____ Date		FOR COMMERCE _____ Diane Klontz, Assistant Director Community Services and Housing Division _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 08/22/2019. APPROVAL ON FILE.	

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed the Contract amount listed on the Face Sheet for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work. Grantee's compensation for services rendered shall be in accordance with Attachment B – Budget.

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly. Exceptions to the single billing per month (or quarterly) can be made by COMMERCE on a case-by-case basis.

When requesting reimbursement for expenditures made, Contractor shall submit all Invoice Vouchers and any required documentation electronically through COMMERCE's Grants Management System (CMS), which is available through the Secure Access Washington (SAW) portal.

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

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The grantee must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

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

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

5. ELIGIBLE USE OF FUNDS

Funding awarded under this Grant may only be used for eligible activities and expenses described in the SDG Program Guidelines. These Guidelines are incorporated by reference.

6. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable. Contractor shall provide upon requested to COMMERCE a summary of coverages and a letter of self-insurance, evidencing continued coverage under Contractor's self-insured/liability pool or self-insured risk management program.

7. SUBCONTRACTOR DATA COLLECTION

Contractor 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 subcontractors and the portion of funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

8. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- SDG Guidelines, incorporated by reference on the Face Sheet

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Contract" or "Agreement" means the entire written agreement between COMMERCE and the Contractor, including any attachments, documents, or materials incorporated by reference. E-mail or facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

3. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
 - iii. All personal information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality.

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

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

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

6. COPYRIGHT

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

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

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

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

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and any applicable federal laws, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

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

11. RECAPTURE

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

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

12. RECORDS MAINTENANCE

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

The Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

15. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

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

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

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

The rights and remedies of COMMERCE provided in this contract are not exclusive and are in addition to any other rights and remedies provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

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

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

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

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. 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 contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the Authorized Representative has or may acquire an interest.

20. TREATMENT OF ASSETS

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

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

All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Scope of Work

- A. Grantees shall commit to operating a high-performing crisis response system in their county by:
 - a. Prioritizing unsheltered homeless households and households fleeing violence for services and programs.
 - b. Assessing each household's housing needs and facilitating housing stability with the goal of obtaining or maintaining permanent housing.
 - c. Employing a progressive engagement service model.
 - d. Prioritizing households most likely to become homeless when using prevention rent assistance.
- B. Grantees shall submit the following monthly deliverables on time with truthful, accurate information:
 - a. Invoice and Voucher Detail Worksheet for reimbursement
 - b. Required report(s) from HMIS included with the Invoice
- C. Grantees shall submit the following deliverables on time with truthful, accurate information:
 - a. Local Homeless Housing Plan Updates.
 - b. Annual County Report/Homeless Housing Inventory including Point-In-Time Count information.
 - c. Essential Needs Report.
 - d. Grantees shall commit to reporting complete quality data that is timely, truthful and accurate.
- D. Grantees shall comply with all of the requirements, policies and procedures in the System Demonstration Guidelines, including the Coordinated Entry Guidelines.
- E. Grantees shall commit to participating in developing new performance measures that will be finalized by January 2022.

Budget

Budget	Total
Admin	\$208,922.00
Rent/Fac Support Lease	\$543,197.00
Other Rent/Fac Support Lease and Housing Costs	\$13,928.00
Operations	\$626,766.00
PSH CHF Rent/Fac Support Lease	\$236,500.00
PSH CHF Other Rent/Fac Support Lease and Housing Costs	\$10,000.00
PSH CHF Operations	\$122,400.00
HEN Admin 2022	\$189,815.00
HEN Rent/Fac Support and Housing Costs 2022	\$2,211,000.00
HEN Operations 2022	\$1,523,854.00
HEN Admin 2023	\$189,815.00
HEN Rent/Fac Support and Housing Costs 2023	\$2,211,000.00
HEN Operations 2023	\$1,523,854.00
Total	\$9,611,051.00

Consolidated Homeless Grant (CHG)

Contract Number: 22-46108- 30
Contract Dates: July 1, 2021-June 30, 2023

Grantee Name: City of Spokane

Review by:
(Before Executive signature)

Name:	Date:	Initials:
Cassandra Brown		

Certificate Of Completion

Envelope Id: EAF947D0E72D43CC97C946FD9540ED32

Status: Sent

Subject: Please DocuSign: Spokane City SDG Grant Agreement 2021-2023.docx, Routing memo.docx

Division:

Community Services and Housing

Program: SDG

ContractNumber: 22-46108-30

Source Envelope:

Document Pages: 13

Signatures: 0

Envelope Originator:

Certificate Pages: 5

Initials: 0

Sarah Harrison

AutoNav: Enabled

1011 Plum Street SE

Envelopeld Stamping: Enabled

MS 42525

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Olympia, WA 98504-2525

sarah.harrison@commerce.wa.gov

IP Address: 198.239.10.178

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sarah.harrison@commerce.wa.gov

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Pool: Washington State Department of Commerce

Location: DocuSign

Signer Events**Signature****Timestamp**

Cassandra Brown

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cbrown@spokanecity.org

Viewed: 7/7/2021 3:48:13 PM

City of Spokane

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 6/29/2021 5:11:25 PM

ID: a42a41d5-8118-474e-ba86-57235765e7f7

David Lewis

dglewis@spokanecity.org

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Diane Klontz

diane.klontz@commerce.wa.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp**

Certified Delivery Events	Status	Timestamp
Kathy Kinard Kathy.Kinard@commerce.wa.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div>VIEWED</div> Using IP Address: 147.55.134.15	Sent: 7/6/2021 8:44:43 AM Viewed: 7/7/2021 2:57:21 PM
Tedd Kelleher tedd.kelleher@commerce.wa.gov Senior Managing Director Washington State Department of Commerce Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div>VIEWED</div> Using IP Address: 147.55.149.249	Sent: 7/7/2021 2:57:22 PM Viewed: 7/7/2021 3:28:50 PM
Carbon Copy Events	Status	Timestamp
Matt Davis mrdavis@spokanecity.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 6/29/2021 4:58:25 PM ID: 7619f156-fe2d-4595-9ef7-53d6bda8ac7c		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/6/2021 8:44:43 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Washington State Department of Commerce (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.15 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Washington State Department of Commerce:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: docusign@commerce.wa.gov

To advise Washington State Department of Commerce of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at docusign@commerce.wa.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Washington State Department of Commerce

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Washington State Department of Commerce

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Washington State Department of Commerce as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Washington State Department of Commerce during the course of your relationship with Washington State Department of Commerce.

Briefing Paper

Public Infrastructure, Environment, & Sustainability

Division & Department:	Neighborhood and Business Services: Community, Housing, and Human Services
Subject:	2021 Annual Action Plan component of the 2020-2024 Consolidated Plan for Community Development
Date:	July 26, 2021
Author (email & phone):	George Dahl (gdahl@spokanecity.org /625-6036)
City Council Sponsor:	CM Wilkerson
Executive Sponsor:	David Lewis
Committee(s) Impacted:	Public Safety & Community Health
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	2020-2024 Consolidated Plan 2020-2025 Strategic Plan to End Homelessness
Strategic Initiative:	Safe & Healthy
Deadline:	CHHS must submit final draft to HUD no later than August 16, 2021
Outcome: (deliverables, delivery duties, milestones to meet)	Review and approve 2021 Annual Action Plan for submission to the Department of Housing and Urban Development (HUD). Total anticipated revenue (grants) \$6,644,448. <ul style="list-style-type: none"> • \$4,828,739 (CDBG) • \$1,527,113 (HOME) • \$288,596 (ESG)
<u>Background/History:</u> The Department of Housing and Urban Development requires grantees (City of Spokane) to submit an Annual Action Plan every year to receive CDBG, HOME and ESG funds. The Annual Action Plan includes sections that outline expected resources, and funding priorities for the program year (7/1/21 – 6/30/22). For more information, please visit the CHHS webpage for a copy of the Draft 2021 Annual Action Plan and Public Hearing Presentation (https://my.spokanecity.org/chhs/documents/).	
<u>Executive Summary:</u> The 2021 Annual Action Plan will fund activities that support the needs and goals outlined in the 2020 – 2024 Consolidated Plan. <ol style="list-style-type: none"> 1. Improve affordable housing access & availability <ol style="list-style-type: none"> <i>a. Expand the number of affordable housing options for low and moderate income individuals and households. The City will fund proposals that address the needs of target populations including, but not limited to homeownership, rental housing, communal living, etc. Additionally the City will prioritize proposals that integrate service that help stabilize permanent housing for high barrier populations. The goal of housing stability is to prevent and divert individuals and families from entering into the homeless response system.</i> 2. Urgent public health & safety response 	

- a. Adaptive response to changing community needs related to sheltering homeless populations, natural disasters, and public health pandemics.*

3. Community based social service programming

- a. Community based services that address the following areas:*
- i. Food Security*
 - ii. Workforce Development*
 - iii. Housing Stability*
 - iv. Childcare*
 - v. Transportation*
 - vi. Behavior and victim services*

Budget Impact:

Approved in current year budget? ☒ Yes ☐ No
Annual/Reoccurring expenditure? ☐ Yes ☒ No
If new, specify funding source: N/A
Other budget impacts: N/A

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No
Requires change in current operations/policy? ☒ Yes ☐ No
Specify changes required: N/A
Known challenges/barriers: N/A

RESOLUTION 2021-

WHEREAS, the Congress of the United States of America has found that the Nation's cities and urban communities face social, economic and environmental problems resulting from the growth and concentration of population in metropolitan areas; and

WHEREAS, in order to assist local governments in meeting these problems, the Housing and Community Development Act of 1974, as amended, and the National Affordable Housing Act, as amended, were enacted, which provided for a program of community development and housing assistance; and

WHEREAS, under the Housing and Community Development Act and the National Affordable Housing Act, the City of Spokane is "entitled" upon proper application to receive funds for the program year 2021 of approximately \$3,328,739 - Community Development Block Grant (CDBG), \$1,277,113 – HOME Investments Partnership Program (HOME), \$288,596 - Emergency Solutions Grant (ESG); and

WHEREAS, the Community, Housing, and Human Services Department of the City of Spokane has prepared a report describing the nature of the application and the process and procedures followed in its preparation; and

WHEREAS, during the course of the application process, a plan for citizen participation was developed and implemented which permitted citizens to participate in the preparation of the program and to articulate their needs, preferences, and priorities; and

WHEREAS, citizens were given full information concerning funds available for proposed community development and housing assistance, the range of activities that may be undertaken, the estimated amount of CDBG, HOME, and ESG funds proposed to be used for activities that will benefit persons of low and moderate income, and other important program requirements; and

WHEREAS, citizen participation was extensive throughout the many public meetings and hearings which were held to obtain the view of Spokane citizens on community development and housing needs; and

WHEREAS, as a result of citizen's effort and City staff assistance, the Community, Housing, and Human Services Department and the Community, Housing, and Human Services Board has prepared an application for funds under the Housing and Community Development Act of 1974, as amended, the National Affordable Housing Act, as amended, and recommended to the City Council its adoption and approval;

Now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL:

1. The City Council finds:
 - a) that in preparing the 2021 Action Plan Component of the 2020-2024 Consolidated Community Development and Housing Plan (Action Plan) and for Title 1 CDBG funds, HOME funds, and ESG funds, all rules and regulations as promulgated under the Housing and Community Development Act of 1974, as amended, and the National Affordable Housing Act, as amended, have been complied with;
 - b) the Community, Housing, and Human Services Department, the Community, Housing, and Human Services Board, and the program participation with citizen/government participation are in the public interest and beneficial to the physical environment of our community and quality of life therein;
 - c) the certifications have been reviewed and the commitments of this City are understood.
2. That the 2021 Action Plan and for CDBG, HOME, and ESG funds is hereby approved. The Mayor is authorized to sign and directed to file the same on or after August 9, 2021, to execute such additional documents as required, to request and secure the release of Community Development Title I funds, to provide such other information as may be required to obtain the funds and execute the projects, and to proceed with project execution upon HUD approval of the Action Plan with the Community, Housing, and Human Services Department and the Community, Housing, and Human Services Board acting for the City Council as the policy body guiding project execution including executing contracts for the projects identified in the Community, Housing, and Human Services Department Action Plan.

Adopted by the City Council _____

City Clerk

Approved as to form:

Assistant City Attorney

Briefing Paper

Public Infrastructure, Environment & Sustainability (PIES) Committee

Division & Department:	Public Works Division
Subject:	Fluoridation Contract Amendment
Date:	July 26, 2021
Author (email & phone):	Marlene Feist, mfeist@spokanecity.org , (509) 625.6505
City Council Sponsor:	Breean Beggs
Executive Sponsor:	Marlene Feist
Committee(s) Impacted:	Public Infrastructure, Environment & Sustainability (PIES) Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Adopt a contract amendment to the Arcora Foundation agreement related to fluoridation that allows the City to proceed with an engineering study without financial risk.
Background/History: In September of 2020, the City entered into a contract with the Arcora Foundation that would provide funding for fluoridation of the City's water system; the contract required the City to pay back any funds if it did not move forward with fluoridation. Arcora has agreed to allow the City to conduct a comprehensive study of a fluoridation system with its funding and not require repayment if the City doesn't proceed with the installation of such a system. This amendment makes that change.	
Executive Summary: The City and Arcora need to sign an amended agreement to allow the City to proceed with a comprehensive engineering study of up to \$600,000 using Arcora grant funds. These funds would not have to be repaid regardless of whether the City proceeds with installing a fluoridation system. The Mayor and Council have agreed to have a full public and transparent discussion to review the study's results and determine next steps. With the passage of this amendment, the City's ICM and Water departments will proceed with an RFQ for proposals for the study work. A contract award will follow.	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: 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:	

FIRST AMENDMENT TO ARCORA FOUNDATION AND THE CITY OF SPOKANE Grant Agreement

1. FIRST AMENDMENT TO GRANT AGREEMENT. This FIRST AMENDMENT to ARCORA AND THE CITY OF SPOKANE GRANT AGREEMENT (“Amendment”) amends the Grant Agreement (“Agreement”) entered in September 2020 by and between ARCORA Foundation, a Washington non-profit corporation (“Foundation”) and the City of Spokane, a Washington municipal corporation (“Grantee” or “City”). The Foundation and Grantee further agree as follows.

2. RECITALS.

2.1 The Agreement supports the planning, design, engineering, construction and operation of a fluoridation system for the City water system (the “Project”). Additionally, the Agreement provides for the capital costs for a public access and water availability without the recommended balance of fluoride.

2.2 The Agreement allows the City to take a phased approach toward community water fluoridation, with status updates at each phase. The City will publish and fund with Grant Agreement proceeds a Request for Proposals for up to a 15% design and engineering study of a community fluoridation system for Spokane, and to promptly complete that work; and the City Council shall discuss the full details of the 15% design feasibility study prior to commencing the build-out of the community water fluoridation system.

2.3 The Foundation has agreed, at the City’s request, to waive the repayment obligation under the Agreement of up to \$600,000, the amount identified for the 15% design and engineering phase, even if the City decides not to implement community water fluoridation. This Amendment implements that further agreement.

3. GRANT AGREEMENT AMENDED. The Agreement is amended as follows.

3.1 Agreement Section 5.1 (“USE AND CONDITIONS OF GRANT”), is amended to read as follows:

5.1 The Grant is to be used to fund Project fluoridation equipment and facilities for the purposes of fluoridating water for the City water distribution system and other related and authorized Project fees, costs and expenses. The level of fluoride added to the water will be in accordance with all applicable federal, state and local requirements. Grantee may not use any of the grant funds for expenditures other than those outlined in Agreement Exhibit A without prior written approval from the Foundation. Grantee will repay to the Foundation any grant funds that are received by Grantee and not expended within the initial three years of the Grant Period. Additionally, failure to maintain fluoridation at the Project

consistent with Agreement Exhibit A for a twenty (20) year period from commencement of Project under this Agreement shall result in a default of this Agreement and a prorated amount, excluding costs associated with feasibility study, design planning, preliminary engineering, engineering report preparation and design engineering for the Project shall be repaid by Grantee to Foundation as follows: 5% for each year less than 20 years. Provided, however, the repayment obligation under this Agreement Section 5 shall have no application if fluoridation of water banned by federal or State of Washington law or regulation. Provided, further, up to \$600,000 expended during the Design/Review Stage as identified in Agreement Exhibit A ("Fluoridation Project Outline") need not be repaid by City; that is, costs up to \$600,000 associated with a feasibility study, design planning, preliminary engineering, engineering report preparation, design engineering, City approval of bid specifications and bid notice for the Project are not subject to repayment by Grantee.

4. EXECUTION AND APPROVAL The undersigned represents and warrants that each is authorized to and executes this Amendment for and on behalf of the identified Party. This Amendment may be executed in multiple counterparts, each of which may be considered an original Agreement.

THE CITY OF SPOKANE

By _____ Title _____ Date _____

ARCORA FOUNDATION

By _____ Vanetta Abdellatif _____ President and CEO _____ Date _____

RESOLUTION NO. 2021-_____

A resolution concerning moving forward on community water fluoridation into the 30% design feasibility phase.

WHEREAS, The City of Spokane entered into a grant contract with the Arcora Foundation (“Foundation”) approved by City Council and signed by the Mayor to study, build, and then implement community water fluoridation in Spokane with up to \$4 million of the cost of this work to be provided by the Foundation and numerous other community funding partners; and

WHEREAS, the grant contract allows the City to take a phased approach toward community water fluoridation, with inherent status updates at each phase; and

WHEREAS, the Foundation has agreed, at the City’s request, to waive the repayment obligation of up to \$600,000 for the up to 30% design feasibility phase, even if the City decides not to implement community water fluoridation; and

WHEREAS, allowing the City to incur expenses to complete an up to 30% design feasibility study, without the repayment obligation will ensure that the City Council, the Mayor, and community members are fully informed at a greater level of detail on the feasibility and likely cost of a community fluoridation system without financial risk to the City; and

WHEREAS, the City has published a Request for Qualifications to perform the 30% design feasibility study of a community fluoridation system in Spokane and received qualified responses; and

WHEREAS, the Mayor has agreed to fund with Foundation grant proceeds a 30% design feasibility study of a community fluoridation system in Spokane; and the Council has agreed to a full review of the details of the 30% design feasibility study, including public comment, prior to commencing the build-out of the community water fluoridation system.

NOW THEREFORE, BE IT RESOLVED that upon receiving the completed 30% design feasibility study, the City Council shall promptly publicly review the study’s findings and solicit public comment prior to a decision to proceed with full design and construction of a fluoridation system.

ADOPTED by the City Council this ____ day of _____, 2021.

City Clerk

Approved as to form:

Assistant City Attorney

DRAFT

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	City Legal
Subject:	Clarifying the authority of certain officials to write civil infractions, amending sections 17D.060.070, 13.02.0206, 17F.080.040, 16A.07.010, 12.06A.020, 12.06A.030, 12.06A.040, 12.06A.050, 03.01A.253, 17F.040.160 and 10.24A.020 of the Spokane Municipal Code, and declaring an emergency.
Date:	July 26, 2021
Contact (email & phone):	Mary Muramatsu mmuramatsu@spokanecity.org (509) 625-6289
City Council Sponsor:	Council President Beggs and Council Member Kinnear
Executive Sponsor:	Major Mike McNab
Committee(s) Impacted:	PSCHC
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	
<p>Background/History:</p> <p>For a number of years, individuals who were not employed by the police department held “limited commissions”, authorizing them to exercise limited law enforcement authority. Many of these officers are City employees with a valid regulatory purpose in the issuance of civil infractions related to their governmental function. Parking and Code Enforcement, Fire Marshal, Wastewater, Park Rangers and Animal Control are among the many examples of officials with the legitimate need to issue civil infractions related to their subject matter and scope.</p> <p>ESSSB 5051, which takes effect July 25th 2021, places limited commission officers under the accountability structure for peace officers, requiring them to become reserve officers of the commissioning law enforcement agency, fully employed by that agency and subject to the same regulatory framework as all peace officers for background screening, misconduct investigations, retention of investigative records and personnel files, and decertification. It appears that the legislature’s intent was to ensure that limited commission officers are employed, supervised, and subject to the law enforcement policies and accountability structures for all peace officers.</p> <p>Under ESSSB 5051, the commissioning law enforcement agency has an enormous set of obligations specific to the accountability of the reserve officer, and these obligations are fulfilled by ensuring that the reserve officer is a law enforcement employee, subject to law enforcement policies, supervision and statutory reporting requirements to the Criminal Justice Training Commission (CJTC). As such, SPD is not able to continue the limited commission program without employing each of the individuals with a commission.</p> <p>The above referenced officials do not need the limited commission, however. They may be (and in most cases have been) authorized to enforce violations of the chapters that govern their regulatory function. This ordinance only intends to clarify that they may issue civil infractions as part of those enforcement efforts.</p>	

Executive Summary:

- The proposed ordinance is an omnibus ordinance that merely clarifies that Parking and Code Enforcement, Fire Marshal, Wastewater, Solid Waste, Park Rangers and Animal Control have the authority under the Municipal Code to issue civil infractions related to their subject areas.

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:

ORDINANCE NO. C _____

An ordinance clarifying the authority of certain officials to write civil infractions relating to their regulatory functions, amending sections 17D.060.070, 13.02.0206, 17F.080.040, 16A.07.010, 12.06A.020, 12.06A.030, 12.06A.040, 12.06A.050, 03.01A.253, 17F.040.160 and 10.24A.020 of the Spokane Municipal Code and declaring an emergency.

WHEREAS, ESSSB 5051, which takes effect July 25th 2021, places limited commission officers under the accountability structure for peace officers, requiring them to become reserve officers of the commissioning law enforcement agency, subject to law enforcement employment, supervision, policies and accountability; and

WHEREAS, several governmental units that are not organized under law enforcement, including Parking Enforcement, Code Enforcement, Fire Marshal, Wastewater, Solid Waste, Park Rangers and Animal Control, have a valid regulatory purpose in the issuance of civil infractions related to their governmental function; and

WHEREAS, the City relies upon the enforcement functions of these departments for the health and safety of its citizens and to support the vital infrastructure of city government; and

WHEREAS, the City has a strong governmental interest in ensuring the continuity of these services and the continued authority of these units to enforce municipal codes related to their subject matter and scope; and

WHEREAS, the July 25th effective date of HSSSB 5051 is in close proximity and an emergency therefore exists that the City timely clarify the authority of these governmental units to continue in their authority to issue civil infractions related to their subject areas;

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That section 17D.060.070 of the Spokane Municipal Code is amended to read as follows:

Section 17D.060.070 Enforcement Authority – Implementation

- A. In accord with SMC 17A.010.070(A)(5), the term “director” in this chapter means the director of wastewater management. The director of wastewater management has overall enforcement authority for this chapter, including the authority to issue notices of infraction for violations related to this chapter,~~but and~~ may delegate functions to other departments as desired. Actions of other officials listed in this chapter is subject to the overall approval of the director of wastewater management.

Section 2. That section 13.02.0206 of the Spokane Municipal Code is amended to read as follows:

Section 13.02.0206 Authority of the Director

C. Warnings – Orders.

The director may issue warning notices and enforcement orders upon such reasonable notice as the director deems proper. The director may take such remedial measures as the director deems necessary, including issuing civil infractions to enforce any order, regulation or provision of this chapter, including clean-up operations.

Section 3. That section 17F.080.040 of the Spokane Municipal Code is amended to read as follows:

Section 17F.080.040 Fire Marshal

The fire marshal is the fire official. The fire official is authorized and directed to:

- C. make and promulgate rules, regulations and interpretations of the fire code; and issue civil infractions to enforce any order, regulation or provision of this chapter.

Section 4. That section 16A.07.010 of the Spokane Municipal Code is amended to read as follows:

Section 16A.07.010 Authority of the Parking Manager

The Parking Manager is hereby authorized to:

- F. impound unauthorized vehicles on public property; and
- G. issue civil infractions for all violations of this chapter.

Section 5. That Chapter 12.06A.020 SMC is amended to read as follows:

Section 12.06A.020 Authority of Parks Department

The parks department has authority for management and maintenance within all property under the jurisdiction of the Park Board(~~(, including the authority of park rangers as~~

~~defined in their limited commissions and within the scope approved by the Spokane Police Department)).~~

Section 6. That Chapter 12.06A.030 SMC is amended to read as follows:

Section 12.06A.030 Definitions

E. "Park rangers" are ~~((uniformed limited-commissioned))~~ Parks Department employees who patrol city parks~~((,))~~ and are authorized to issue notices of infraction related to the enforcement of ((enforce)) park rules((, regulations and other laws in city parks within the authority of their limited commission and within the scope approved by the Spokane Police Department)). They also administer first aid, act as good will ambassadors and otherwise work to ensure a safe environment for park guests.

Section 7. That Chapter 12.06A.040 SMC is amended to read as follows:

G. Weapons and Projectiles

~~((1. Any person who possesses a dangerous weapon as defined in RCW 9.41.250 is guilty of a gross misdemeanor, except when lawfully carrying firearms consistent with state law.))~~

~~((2.))~~ No person may shoot, fire, throw or explode any fireworks, explosive, bow and arrow, slingshot or other weapon, toy or real, which discharges a pellet or other object with harmful force.

J. Other Uses of Park Property and Facilities

1. No person may use or occupy park property to sleep, store property or for any other purpose when done in a manner that obstructs or prevents others from its use and enjoyment. ~~((A violation of this provision is a misdemeanor.))~~

Section 8. That Chapter 03.01A.253 SMC is amended to read as follows:

Section 03.01A.253 Development Services Center, Code Enforcement and Parking Services

- A. The development services center, code enforcement and parking services department performs the following functions:
 1. Reviews and approves plans, issues building and occupancy permits and inspects building projects for compliance with building and other construction

codes. It also enforces land use regulations and works with various city, county and state agencies in the regulation of property use requirements.

2. Coordinates the activities of the other City departments and local and regional agencies in the investigation and resolution of violations of the public health and safety laws, and has authority to issue civil infractions to enforce public health and safety laws under the municipal code.
3. Coordinates the operation of parking services provided by the city including parking enforcement.

Section 9. That Section 17F.040.160 SMC is amended to read as follows:

Section 17F.040.160 Functions of Building Inspector

The building inspector has responsibility to:

- A. process applications for licenses and permits;
- B. review and approve plans, specifications, diagrams and drawings;
- C. conduct inspections of work sites, work in progress and buildings;
- D. make and promulgate rules, regulations and interpretations of the building code;
- E. initiate proceedings, including prosecutions, to enforce the building code;
- F. maintain records of all permits issued and of all other administrative activities under the building code;
- G. provide clerical and technical assistance to the construction review board, as provided in [chapter 4.06 SMC](#); and
- H. Issue civil infractions to enforce any violation of this chapter.

Section 10. That Section 10.24A.020 SMC is amended to read as follows:

- A. Law enforcement agencies and animal care and control agencies may enforce the provisions of this chapter and are authorized to issue criminal citations and civil infractions under Chapter 16.52 RCW, which is hereby adopted by reference, as now enacted or hereinafter amended, as if fully set forth herein, including penalties. Animal care and control agencies may enforce the provisions of this chapter in a county or city only if the county or city legislative

authority has entered into a contract with the agency to enforce the provisions of this chapter.

Section 11. Emergency Clause. This ordinance is necessary for the immediate preservation of the public peace, health, or safety or for the immediate support of city government and its existing public institutions.

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 and Sustainability Committee)

Division & Department:	Development Services Center
Subject:	Amending Ordinance C-32182 to release easements
Date:	July 26, 2021
Contact (email & phone):	Eldon Brown (ebrown@spokanecity.org) 625-6305
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Public Infrastructure & Environmental Sustainability
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (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.
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Precedes taking the amending ordinance to City Council for a new first reading
Background/History: The property owner would like clear up property currently encumbered by easements.	
Executive Summary: <ul style="list-style-type: none"> Easements previously established by right-of-way vacation ordinance C-32182 are no longer needed and the property owner would like to release them. 	
Budget Impact: 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	
Operations Impact: 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:	

Amending Ordinance C-32182



**Right-of-way Description:
Walnut Court as described in
Vacation Ordinance C-32182**

Legend

 Easement Elimination Area

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

Division & Department:	Public Works / Solid Waste Collection & Solid Waste Disposal
Subject:	Five-year master contract with Linn Machine & Manufacturing, Inc.
Date:	July 26, 2021
Author (email & phone):	Dustin Bender / ddbender@spokanecity.org / 509.625.7806
City Council Sponsor:	Breean Beggs, Council President
Executive Sponsor:	Marlene Feist, Public Works Director
Committee(s) Impacted:	Public Infrastructure, Environment, and Sustainability
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment:	Funding is provided in Solid Waste Collection & Solid Waste Disposal's operating budgets.
Strategic Initiative:	Affordable Utility Services & Sustainable Resources
Deadline:	Current contract expires 08.31.2021.
Outcome:	Seeking approval by City Council for a five-year master contract with vendor to provide refurbishing services on City-owned metal refuse/recycling containers and roll off boxes.
<p><u>Background/History:</u> Solid Waste Collection & Solid Waste Disposal own an inventory of metal refuse/recycling containers and roll off boxes (collectively referred to as "dumpsters"). Solid Waste Collection provides dumpsters to commercial customers in addition to renting them out on a temporary basis to contractors and homeowners. Solid Waste Disposal utilizes their dumpsters onsite at the Waste to Energy Facility. A Request for Proposals #5457-21 was issued to contractors who possibly engage in metal fabrication services; Linn Machine & Manufacturing, Inc. was the only response received.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> The City has had a contract with Linn Machine & Manufacturing since 2016 with highly satisfactory results; dumpsters are returned in a "like new" condition. This five-year master contract is an "as needed, unit price" contract; pricing is based on materials with a percentage markup and hourly labor costs by labor category. Total annual expenditure is not to exceed \$670,000 <ul style="list-style-type: none"> Solid Waste Collection - \$650,000 Solid Waste Disposal - \$20,000 Annual expenditures for refurbishing services have increased due to steel prices escalating significantly over the last many years. Linn Machine & Manufacturing's markup and labor pricing on current RFP were almost the same as bid five years ago. Permanent and temporary dumpster accounts have grown immensely in recent years due to the economy, real estate market, construction and annexations. COVID-19 had minimal impacts to the solid waste industry. This contract will ensure that Solid Waste Collection and Solid Waste Disposal have enough usable dumpsters to operate efficiently. Refurbishing worn dumpsters uses fewer resources which has a positive impact on the environment and extends their useful life. Refurbishing services cost less than purchasing new dumpsters. Often dumpsters can be refurbished several times during their useful life before being deemed unrepairable. 	

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:



City of Spokane

MASTER PURCHASED SERVICE CONTRACT

**Title: REFURBISH REFUSE/RECYCLING
CONTAINERS AND ROLL OFF BOXES – AS NEEDED**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **LINN MACHINE AND MANUFACTURING, INC.**, whose address is 3808 North Sullivan Road, Building N7, Spokane Valley, Washington, 99216, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. PERFORMANCE/SCOPE OF WORK.

The Company will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled **REFURBISH REFUSE/RECYCLING CONTAINERS AND ROLL OFF BOXES – AS NEEDED**, RFP 5457-21. Company's Response to RFP is attached as Exhibit B. In the event of a conflict or discrepancy in the Contract documents, this City Purchased Service Contract controls.

2. TERM OF CONTRACT.

The term of this Contract begins on September 1, 2021, and shall run through August 31, 2026, unless amended by written agreement or terminated earlier under the provisions.

3. TERMINATION.

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

4. COMPENSATION / PAYMENT.

This is a unit-price contract with pricing based on Attachment "A" to the RFP - Pricing Page, with no guarantee of minimum or maximum order amount.

The Company shall submit its applications for payment to the applicable department that requested the services being invoiced: Solid Waste Disposal, 2900 S. Geiger Blvd, Spokane, Washington 99224, or Solid Waste Collections, 915 N. Nelson St, Spokane, Washington 99202. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

5. INSURANCE.

During the period of the Contract, the Contractor shall maintain in force at its own expense, each

insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW:

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

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

i insurance coverage limits required in this Contract; and

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

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

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

6. INDEMNIFICATION.

The Contractor shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Contractor's negligence or willful misconduct under this Contract, including attorneys' fees and litigation costs; provided that nothing herein shall require a Contractor to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Contractor's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Contractor, its agents or employees. The Contractor specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this Contract.

7. TAXES, FEES AND LICENSES.

A. Company shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Contract. It is the Company's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

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

8. CITY OF SPOKANE BUSINESS LICENSE.

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

9. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

10. DEBARMENT AND SUSPENSION.

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

11. AUDIT.

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

12. ASSIGNMENT AND SUBCONTRACTING.

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

13. STANDARD OF PERFORMANCE.

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

14. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

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

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

15. ANTI KICK-BACK.

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

16. MISCELLANEOUS PROVISIONS.

A. **Amendments/Modifications:** This Contract may be modified by the City in writing when necessary, and no modification or Amendment of this Contract shall be effective unless signed by an authorized representative of each of the parties hereto.

B. The Company, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Company shall comply with the requirements of this Section.

C. This Contract shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.

D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.

E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Company after the time the same shall have become due nor payment to the Company for any portion of the Work

shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

G. **Entire Contract:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire Contract between the City and the Company. If conflict occurs between Contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Contract to afford the City the maximum benefits.

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

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

LINN MACHINE AND MANUFACTURING, INC. CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract:

Exhibit A – Certification Regarding Debarment

Exhibit B - Company's Response to RFP

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

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

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

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

<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Subrecipient / Contractor / Consultant (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Program Title (Type or Print)
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Signature
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Title of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Date (Type or Print)

Bid Response Summary

Bid Number RFP 5457-21
Bid Title Refurbish Refuse/Recycling Containers and Roll Off Boxes – As Needed
Due Date Monday, June 28, 2021 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company Linn Machine and mfg. inc.
Submitted By Rich Linn - Thursday, June 24, 2021 12:08:47 PM [(UTC-08:00) Pacific Time (US & Canada)]
 rich@linnmachine.com 5098915600

Comments**Question Responses**

Group	Reference Number	Question	Response
PROPOSER ACKNOWLEDGMENTS:			
	1	Proposer Acknowledges receipt of Addenda by entering quantity of Addenda here (enter 0 if none have been issued):	0
	2	Proposer has read and acknowledges compliance with Terms and Conditions. If answer is "I don't agree and I don't acknowledge", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.	I agree and I acknowledge
	3	Proposer has read and understands the Request for Proposals document to include "all" attachments located in the Documents Tab.	I agree and I acknowledge
	3.1	If you took exception to #3 above, explain in detail.	I did not take exception
	4	Proposer has included Letter of Submittal with Proposal combined into one document per Section 4 "Proposal Content" instructions.	I agree and I acknowledge
	5	Proposer acknowledges agreement with Paragraph 5.4 Award/Rejection of Proposal/Contract.	I agree and I acknowledge
	6	Proposer acknowledges that proprietary information must be on separate page(s) from Proposal document and clearly identified as "Proprietary". See "Proprietary Information/Public Disclosure" Paragraph for public record requirements.	I agree and I acknowledge
	7	Successful Proposal will designate a representative who will be available during regular City business hours to serve as a primary contact for the City in the implementation of this supply agreement. Enter representative's name, phone number, and Email Address	Richard Linn 509-954-1175 rich@linnmachine.com
DOCUMENTS TO UPLOAD:			

1	Upload Request for Proposal Response (your Firm's Proposal). Combine documents as needed. Only one document can be uploaded in this line item.	Attachment A RFP 5457-21 Pricing Page.docx
2	Upload Addenda documents if applicable and was not included in uploaded Proposal document. Combine documents as needed. Only one document can be uploaded in this line item.	
3	Upload Proprietary information if applicable. Keep Proprietary information separate from Proposal document and clearly identify document as "Proprietary". See "Proprietary Information/Public Disclosure" Paragraph for public record requirements. Combine documents as needed. Only one document can be uploaded in this line item.	
4	Upload any other information required or desired. Combine documents as needed. Only one document can be uploaded in this line item.	

ATTACHMENT "A" - PRICING PAGE
RFP #5457-21 Refurbish Refuse/Recycling Containers and Roll Off Boxes – As Needed

The undersigned agrees to furnish the following goods and/or services according to all provisions set forth in the above referenced RFP.

LABOR RATES:					
Labor Rates shall be firm throughout the first year of the contract period. Rate increases can be requested at the anniversary date of the contract. All Rate increases will be provided with justification for such price increase and must be agreed upon by both parties					
Annual estimates with no guarantee of quantity. Payment would only be for made actual services requested, performed and accepted.					
Sales Tax: The City of Spokane is not a tax-exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should not be included in respondent's pricing. All submissions shall be tabulated by the City who will the applicable sales tax rate to bids.					
<u>Spokane Solid Waste Collection Department - REFUSE CONTAINERS</u>				Hrly Rate	Extended Cost
Refuse Containers	CLEANING & PREP	Annual Hours Estimated	75	\$40.00	
Refuse Containers	SANDBLASTING	Annual Hours Estimated	577	\$89.00	
Refuse Containers	REPAIRS & WELDING	Annual Hours Estimated	1,550	\$85.00	
Refuse Containers	PAINTING	Annual Hours Estimated	680	\$89.00	
Refuse Containers	DECALS & STRIPING	Annual Hours Estimated	173	\$50.00	
Refuse Containers	DELIVERY & PICKUP	Annual Hours Estimated	118	\$50.00	
				Hrly Rate	Extended Cost
<u>Spokane Solid Waste Collection Department- RECYCLING CONTAINERS</u>					
Recycling Containers	CLEANING & PREP	Annual Hours Estimated	7	\$40.00	
Recycling Containers	SANDBLASTING	Annual Hours Estimated	47	\$89.00	
Recycling Containers	REPAIRS & WELDING	Annual Hours Estimated	107	\$85.00	
Recycling Containers	PAINTING	Annual Hours Estimated	55	\$89.00	
Recycling Containers	DECALS & STRIPING	Annual Hours Estimated	14	\$50.00	
Recycling Containers	DELIVERY & PICKUP	Annual Hours Estimated	22	\$50.00	

				Hrly Rate	Extended Cost
<u>Spokane Solid Waste Disposal Department</u>					
Containers	CLEANING & PREP	Annual Hours Estimated	3	\$40.00	
Containers	SANDBLASTING	Annual Hours Estimated	9	\$89.00	
Containers	REPAIRS & WELDING	Annual Hours Estimated	138	\$85.00	
Containers	PAINTING	Annual Hours Estimated	11	\$89.00	
Containers	DECALS & STRIPING	Annual Hours Estimated	1	\$50.00	
Containers	DELIVERY & PICKUP	Annual Hours Estimated	1	\$50.00	
ALL MATERIALS AND INVENTORY PARTS:					
Percentage Markup: All Materials and Inventory Parts that Contractor uses to refurbish, and that are provided to Solid Waste Collection to install, shall be marked up over Contractor's base cost to purchase from their supplier. Markup will be based on the base subtotal of the item cost, no shipping/handling or sales tax charged to the Contractor to purchase the materials will be added to the pre-markup amount. The percentage "markup" will remain firm, with no adjustments, during the contract.			Estimated annual cost of materials and inventory parts is \$123,735 plus _____ %	Enter Percentage Markup Here:	17%
Delivery and Pickup Charges for refuse containers, recycling containers, and roll off boxes are based off of the "Delivery and Pickup Rate" submitted by Bidder. The rate would also apply for delivery of parts for Solid Waste Collection to install.					

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Public Works, Wastewater Dept.
Subject:	Gross grant
Date:	7/26/2021
Author (email & phone):	Trey George jgeorge@spokanecity.org 625-7908
City Council Sponsor:	Breann Beggs
Executive Sponsor:	Marlene Feist
Committee(s) Impacted:	
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	WA Ecology GROSS Grant
Strategic Initiative:	Environmental Compliance
Deadline:	July 30, 2021
Outcome: (deliverables, delivery duties, milestones to meet)	Submit GROSS Grant application to Ecology
<u>Executive Summary:</u> <p>The Washington State Department of Ecology offers the Stormwater Grants of Regional or Statewide Significance (GROSS Grant) for funding to municipalities. The GROSS grant application is due July 30, 2021. This application from the City of Spokane is for a proposed multi-media messaging campaign to be performed regionally and cooperatively with the City of Spokane Valley and Spokane County. The goal of the campaign is to develop a regional awareness of the opportunities for the community to participate with the in management of stormwater that focuses on the mechanics of the storage and treatment of stormwater, the responsibilities of private and commercial property owners, and the benefits that stewardship will realize for the Spokane River and Spokane Valley-Rathdrum Prairie Aquifer. The proposed Spokane region stormwater education and outreach project will consist of several multi-media formats, to include municipal websites, social media, mobile signage, traditional ad spaces, and radio.</p>	
<u>Budget Impact:</u> 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: GROSS grant Other budget impacts: (revenue generating, match requirements, etc.)	
<u>Operations Impact:</u>	

Consistent with current operations/policy?

☐

Yes

☒

No

Requires change in current operations/policy?

☐

Yes

☒

No

Specify changes required: Build on current messaging with regional partners input and implement.

Known challenges/barriers: Coordinating with regional partners for effective and consistent messaging

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	Contract Renewal for Ultrasonic Thickness Testing at WTE
Date:	July 26, 2021
Contact (email & phone):	David Paine, dpaine@spokanecity.org , 625-6540
City Council Sponsor:	Breean Beggs, City Council President
Executive Sponsor:	Marlene Feist, Public Works Director
Committee(s) Impacted:	Public Infrastructure, Environment and Sustainability Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Innovative Infrastructure-Sustainability of the WTE Operation
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval of the contract renewal for ultrasonic thickness testing at the WTE.
Background/History: The WTE Facility requires ultrasonic thickness testing be performed on boiler tubes during each maintenance outage. Accurate thickness readings allow for the repair and replacement of worn components, while retaining those that are not worn or damaged. 5 Star Testing, Inc., of Brush Prairie, WA was awarded the contract for these services from October 30, 2017 through October 29, 2019 based on their response to RFP 4390-17 with the option of three (3) one-year renewals. This will be the third and final renewal and will span from October 30, 2021 through October 29, 2022 with an anticipated cost not to exceed \$130,000.00.	
Executive Summary: <ul style="list-style-type: none"> • Extension #3 of 3 with cost for ultrasonic thickness testing of boiler tubes during maintenance outages at the WTE. • Term from Oct. 30, 2021 through Oct. 29, 2022 with an anticipated cost not to exceed \$130,000.00. • Accurate thickness readings are required to allow for the repair and replacement of worn components, while retaining those that are not worn or damaged. 	
Budget Impact: 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: 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

Division & Department:	Public Works Division / Integrated Capital Management
Subject:	NSC – City Utility Relocations - Wilson & Company Contract
Date:	7/26/21
Author (email & phone):	kpicanco@spokanecity.org , (509) 625-6088
City Council Sponsor:	Council President Beggs
Executive Sponsor:	Marlene Feist
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Comprehensive Plan, 6-Year Wastewater & Stormwater Utility Program
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	3rd Amendment for Wilson & Company's Contract for additional cost to complete BNSF inspection work associated with COS - Regal/Cleveland/Grace Water & Sewer replacement project

Background/History:

On Monday May 11, 2020, Council approved the declaration of Wilson & Company as a sole source provider and authorizing contract and the expenditure of approximately \$91,080 for BNSF Inspection services associated with the Rowan Force Main project without public bidding.

Previous amendments cover expansion of the project scope and cost to cover additional NSC utility relocation work for the NSC-Cleveland, Grace, Green, Jackson, Ralph Water & Sewer Replacements and Casings project, with the same BNSF inspection requirements to be conducted by Wilson & Co. This 3rd amendment covers Wilson costs to complete the remainder of inspection activities.

The 3rd amendment amount is \$24,813; the revised total contract amount is \$174,703.

WSDOT will reimburse the City for the costs incurred for Wilson inspection services utilizing the executed WSDOT/COS GCB 3086 Task Order AJ.

Executive Summary:

- *Wilson & Company sole source resolution was approved by Council on Monday May 11, 2020 for inspection services associated with the NSC Rowan Force Main project*
- *Contract amendments were approved by Council on Sept. 14, 2020 and May 3rd, 2021*
- *A 3rd amendment is necessary to cover remaining Wilson/BNSF inspection costs*
- *This 3rd amendment is \$24,813 for remaining inspection; revised contract total: \$174,073*
- *WSDOT will reimburse the City for the costs incurred*

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:

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Engineering Services; Public Works
Subject:	On-Call Engineering Consultants
Date:	July 26, 2021
Contact (email & phone):	Dan Buller (dbuller@spokanecity.org , 625-6391)
City Council Sponsor:	Breean Beggs
Executive Sponsor:	Marlene Feist
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Informational - background information for committee review
Background/History: Engineering Services will occasionally send projects out to consulting engineers for design services when expertise or capacity do not allow the project to be designed in house. Engineering Services will manage the design consultant to ensure the project meets the City's standards.	
Executive Summary: <ul style="list-style-type: none"> • A request for qualifications was advertised earlier this month for general engineering design services. • A review committee ranked the firms by qualifications. Two firms have been selected, Parametrix and HDR. Each proposed contract will be for approximately \$500,000 over a two year period. • Costs incurred under the proposed contracts will be paid as part of each public works project for which the consultant is used. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: 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

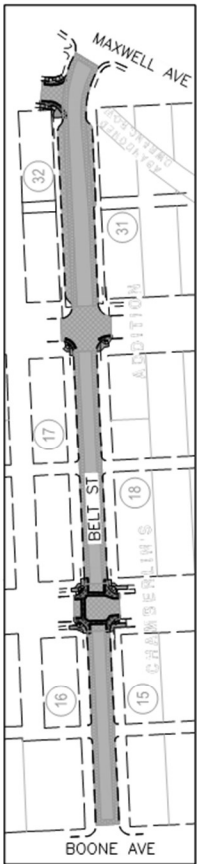
Public Infrastructure, Environment & Sustainability (PIES) Committee

Division & Department:	Public Works, Engineering
Subject:	2021 Arterial Grind & Overlay Project (Economic Recovery Part 2)
Date:	July 26, 2021
Contact (email & phone):	Dan Buller (dbuller@spokanecity.org 625-6391)
City Council Sponsor:	Breean Beggs
Executive Sponsor:	Marlene Feist
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	This project is in the 6 year street plan
Strategic Initiative:	Innovative Infrastructure
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of construction contract
Background/History: <ul style="list-style-type: none"> This project was added to the capital program in mid 2020 as an economic stimulus project associated with/due to the current coronavirus pandemic. Part 1 of that project was constructed in 2020. This is part 2 of that project. 	
Executive Summary: <ul style="list-style-type: none"> The Garland/Empire portion of this project overlaps with a future pedestrian improvements project also located in part on Garland/Empire between Cook St. & Regal St. Provisions have been made to avoid redundant improvements. There was originally one additional segment in this project which was Monroe St. from the bridge to Boone Ave. but that segment will be incorporated into a subsequent project to give Avista time to do some work they are planning on Monroe St. This project includes curb ramps upgrades. Construction is planned for this summer. Project funding is local. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: 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:	

Project Location



EMPIRE / GARLAND AVENUE



BELT STREET