

**Public Infrastructure, Environment, and Sustainability (PIES) Committee
Agenda for 1:15 p.m. Monday, April 25, 2022**

The Spokane City Council's PIES Committee meeting will be held at **1:15 p.m. April 25, 2022**, in City Council Chambers, located on the lower level of City Hall at 808 W. Spokane Falls Blvd. The meeting can also be accessed live at <https://my.spokanecity.org/citycable5/live/> and <https://www.facebook.com/spokanecitycouncil> or by calling 1-408-418-9388 and entering the access code #2491 952 4023; 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 & Sustainability Committee meeting is regularly held every 4th Monday of each month at 1:15 p.m. unless otherwise posted.

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

AGENDA

I. Call to Order

II. Approval of Minutes

- [March 28, 2022 PIES Meeting](#)

III. Discussion Items

- [2019 Greenhouse Gas Inventory and Energy Tracking Update – Cadie Olsen \(10 minutes\)](#)
- [Transportation Grant Opportunity – WSDOT Local Bridge Program – Kevin Picanco \(5 minutes\)](#)
- [Amending Ordinance C-21606 to release an easement – Eldon Brown \(5 minutes\)](#)
- [Transportation Grant Opportunities – Safe Routes to School and Bicycle and Pedestrian Program – Inga Note \(10 minutes\)](#)
- [2023-2028 6-yr Transportation Program – Kevin Picanco \(10 minutes\)](#)
- [Proposed Drought Response Measures Ordinance – Kara Odegard & Giacobbe Byrd \(5 minutes\)](#)
- [Drinking Water SRF loans & General Supply Chain Purchasing Issues Discussion – Marlene Feist \(10 minutes\)](#)
- [Resolution Supporting the Spokane Regional Food Action Plan – CM Kinnear \(5 minutes\)](#)
- [Downtown Zipline Resolution – CM Cathcart \(5 minutes\)](#)

IV. Consent Items

1. [Commercial Water Conservation Implementation Services \(Water & Hydroelectric Services\)](#)
2. [Purchase of Ford F150 EV \(Fleet Services\)](#)

3. CompuNet Value Blanket (ITSD)
4. Contract for Technical Services for PMO and ITSD Projects (ITSD)
5. Engineering Services for Water Model Analysis and Support (Public Works / ICM)
6. Purchase of three Johnny Jaws™ Systems for Solid Waste Trucks (Solid Waste Collection)
7. Value Blanket Order for Lock Bars for Solid Waste Dumpsters (Solid Waste Collection)
8. Sheet metal purchase for boiler skin repairs at the WTE Facility (Solid Waste Disposal)
9. Young Adult Housing Program Amendment (CHHS)
10. Ridpath Club Apartments Resubordination Request (CHHS)
11. ACI SOS Amendment (CHHS)
12. ERAP 2.0 (CHHS)
13. Street Department Microseal on Ash and Maple (Streets)
14. Street Department Traffic Sign Blank Contract A (Streets)
15. Street Department Traffic Sign Blank Contract B (Streets)
16. Paving Unpaved Streets – 44th Ave. (Engineering)
17. Sundance Force Main Replacement (Engineering)
18. TJ Meenach Street & Utilities Project Pipe Pre-Order (Engineering)

V. **Executive Session**

Executive Session may be held or reconvened during any PIES Committee meeting.

VI. **Adjournment**

Next PIES Committee meeting

The next meeting will be held at the regular date and time of 1:15 p.m. May 23, 2022.

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6363, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or msteinolfson@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

STANDING COMMITTEE MINUTES
City of Spokane
Public Infrastructure, Environment, and Sustainability (PIES) Committee
March 28, 2022

Call to Order: 1:16pm

Recording of the meeting may be viewed here: <https://vimeo.com/693305344>

Attendance

Committee Members Present:

CM Wilkerson (Acting Chair), CM Kinnear, CM Bingle (Vice Chair), CP Beggs (arrived at 2:16pm), CM Stratton, CM Cathcart, and CM Zappone.

Staff/Others Present:

Marlene Feist, Garrett Jones, Inga Note, Kevin Picanco, Juliet Sinisterra, Kara Odegard, Spencer Gardner, Maren Murphy, Tirrell Black, James Richman, Craig Meidl, Michael McNab, Rick Giddings, Johnnie Perkins, Erik Poulsen, Brian McClatchey, Hannahlee Allers, Matt Boston, and Giacobbe Byrd.

Approval of Minutes

➤ Action taken

CM Kinnear moved to approve the minutes of the February 28, 2022 meeting; the motion was seconded by CM Zappone. The minutes were approved unanimously.

Agenda Items

Discussion items

1. CHHS Board Appointment Interview – Barbara Lee
 - Action taken
Interview only, no action was taken.
2. University District PDA Update – Juliet Sinisterra
 - Action taken
Presentation and discussion only, no action was taken.
3. Potential Drought Response Measures for Summer 2022 – Council Member Kinnear & Kara Odegard
 - Action taken
Presentation and discussion only, no action was taken.
4. TODI project in the South Logan area/University District – Spencer Gardner and Maren Murphy
 - Action taken

Sponsorship was not confirmed at the meeting. However, CM Cathcart and CM Bingle are the sponsors listed in order to move this item forward for Council consideration.

5. 12th Ave Discussion – James Richman, Tirrell Black, and Inga Note
 - Presentation and discussion only, no action was taken.
6. Police Vehicle Q&A – Chief Meidl, major McNab, and Rick Giddings
 - Presentation and discussion only, no action was taken.

Consent items

1. Cured In Place Pipe (CIPP) Sewer Pipe Repair Project (Engineering)
2. Vacation of 26th and Scenic between 25th & 27th (Developer Services Center)
3. RPWRF DSS Pump Motor Control Modifications (Wastewater)
4. 2021 Technical Drinking Water Report (Water Department)
5. Service Brass & Ball Valves Value Blanket (Water & Hydroelectric Services)
6. Master VB with American Metals Corporation DBA Haskins Steel Inc. (Purchasing)
7. Master VB with Cd'A Metals (Purchasing)
8. Consulting Contract for NE Spokane Stormwater Study (Integrated Capital Management)
9. Renewal of Contract to Supply Calcium Nitrate Solution (Wastewater)
10. Grind and Overlay of Riverside Ave. (Engineering)
11. Contract renewal for high voltage electrical maintenance and technical support services at the WTE (Solid Waste Disposal)
12. Value blanket amendment with cost for the purchase of anhydrous ammonia at the WTE (Solid Waste Disposal)
13. Contract amendment with cost for mechanical repairs at the WTE (Solid Waste Disposal)
14. Purchase of Model ZR 110 Atlas Copco Compressor (Solid Waste Disposal)

Executive session

None.

Adjournment

The meeting adjourned at 3:06 p.m.

Prepared by:

Giacobbe Byrd, Legislative Assistant to CM Lori Kinnear

Approved by:

CM Lori Kinnear
PIES Committee Chair

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability

April 25, 2022

Submitting Department	Environmental Programs, Public Works
Contact Name & Phone	Cadie Olsen, (509) 625-6968
Contact Email	colsen@spokanecity.org
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: <u>15 Minutes</u>
Agenda Item Name	2019 Greenhouse Gas Inventory and Energy Tracking
Summary (Background)	<p>Overview:</p> <p>In 2010, under City of Spokane Resolution 2010-038, the City set greenhouse gas reduction goals¹. In 2021, the emissions goals were updated to align with the State reduction goals and the latest scientific evidence from the Intergovernmental Panel on Climate Change¹. In order to track progress toward these goals the City has now completed five greenhouse gas (GHG) emissions inventories for the years: 1990, 2005, 2010, 2012, and 2016. In 2017, SMC 15.05.060² was updated to set the inventory schedule to every three years, so the next greenhouse gas inventory would need to be completed in 2022 for calendar year 2019. With the recent joining of the Global Covenant of Mayors (GCOM) and Local Governments for Sustainability (ICLEI) by City Council³, there are additional reporting requirements to maintain membership⁴, but membership also provides new tools to help simplify and update that process.</p> <p>A complete inventory creates reports for two geographic scales, using two separate data inputs: Community-Scale which roughly comprises a County/Regional area, and the Local Government Operations scale, which relies on data specific to City operations. The 2016 inventory was the first inventory to be completed using a consultant - rather than in-house by staff - and was done in partnership with the Environmental Engineering Department at Gonzaga University. Gonzaga's team completed the inventory and reporting using data provided by the Environmental Programs' staff for the Local Government Operations Protocol, and by gathering the input required for the Community-scale inventory. This partnership produced excellent results. Given the success of that pilot - where contracting with experts enables the City to access the most recent advances in the field - staff intends to use the MRSC roster to reach a broad base of consultants to increase competition for the work. Since the 2016 inventory, Environmental Programs staff has established standard SOPs for energy data collection and analysis for Local Government scale, greatly enhancing the business analytics for both water, wastewater and energy use throughout the City's operations. By using Power BI for analysis and display, staff has increased the value and utility of this GHG inventory, which is basically an energy accounting database and model. Attached, you will find the detailed Power BI summary report snapshots of all aspects of the City's 2021 energy consumption.</p>

	<p>There are various protocols and tools that can be utilized to complete a greenhouse gas inventory. The 2016 inventory was updated to use the most comprehensive and objective inventory to-date and uses the highest standards in methodology. Continuing to utilize the ICLEI Local Government Operations Protocol and the Global Protocol for Community-Scale Greenhouse Gas Emissions Inventories (GPC) with ICLEI's ClearPath⁵ inventory tool will ensure the most useful and effective protocols and technologies are employed for the 2019 GHG inventory. Utilizing ICLEI's ClearPath inventory tool will also enable the Sustainability Action Subcommittee to access the results and use the associated policy planning tools.</p> <p>Conclusion: The City currently conducts greenhouse gas emissions inventories to better understand the scope and scale of our local government and community carbon dioxide equivalent emissions. Through these two scopes of inventories, the impacts of our decisions and the areas and opportunities for improvement for Spokane's environmental footprint can be objectively quantified, and resources can be better managed. Additionally, our external partners and citizen groups can better focus efforts to curb emission outside the City's sphere of influence. The protocol and tools that will be implemented have justifiable best practice solutions through the utilization of ICLEI's ClearPath tool that follows the GPC protocol and aligns with GCOM membership requirements and other reporting efforts. The 2019 GHG inventory is planned to be released in 2022 in accordance with the current ordinance requirements. Staff looks forward to updating Council on progress as requested, and on final report in late fall of 2022.</p> <p>¹ SMC 15.05.020: Greenhouse Gas Emissions Reduction Goals ² SMC 15.05.060.A: Climate Action Progress Reports ³ City Council Makes a Commitment to Sustainability published May 29, 2020. ⁴ Global Common Reporting Framework reporting frequency requirements found on page 6 ⁵ ICLEI - ClearPath Tool</p>
Proposed Council Action & Date:	No Council action required, informational presentation
<p>Fiscal Impact: Total Cost: <\$50,000 Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Standing Budget Item in 4360 Environmental Programs</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	

Operations Impacts
What impacts would the proposal have on historically excluded communities? Through posting results of GHG inventory on Environmental Programs website, access to sustainability information is made available to a wider range of communities.
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? The collection, analysis and reporting of the City's GHG inventory data is scientifically objective and equitable toward existing disparities.
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Best practices and the highest standard of protocol as determined by national CDP and international ICLEI bodies will be followed.
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Utilizing the ICLEI Local Government Operations Protocol and the Global Protocol for Community-Scale Greenhouse Gas Emissions Inventories (GPC) with ICLEI's ClearPath inventory tool aligns with current city policies, SAP and Comp Plan (Please see footnotes).

Sustainability Analytics

Available on Environmental Programs' [SharePoint](#) site

- **Interactive visualization dashboards for all municipal operations**
 - **Electricity** consumption and generation
 - **Natural Gas** consumption and generation
 - **Water** consumption
 - **Fuels** consumption (Diesel, Gasoline, Propane, Kerosene)
- **Future opportunities**
 - **Greenhouse Gas Emissions** tracking from consumption



City of Spokane

Municipal Operations - Net Energy Balance Overview

37K

Net MMBtu

(\$5.62M)

Net Revenue

\$7.55M

Generation Revenue

818K

Generation MMBtu

\$13.17M

Usage Cost

781K

Usage MMBtu

KPI Year

2021

Electricity

\$7.55M

Electricity Sales

215K

MWh Generated

732K

MMBtu Generated

\$9.12M

Electricity Purchases

119K

MWh Utilized

406K

MMBtu Utilized

Natural Gas

\$0

Natural Gas Sales

46K

MMBtu Self-Supply

86K

MMBtu Generated

\$1.01M

Natural Gas Purchases

1.5M

Purchased Therms

198K

MMBtu Utilized

\$1.72M

Diesel Purchases

606K

Diesel Gallons

83K

MMBtu Utilized

Fuels

\$1.31M

Gasoline Purchases

436K

Gasoline Gallons

52K

MMBtu Utilized

\$10.57K

Propane Purchases

4,952

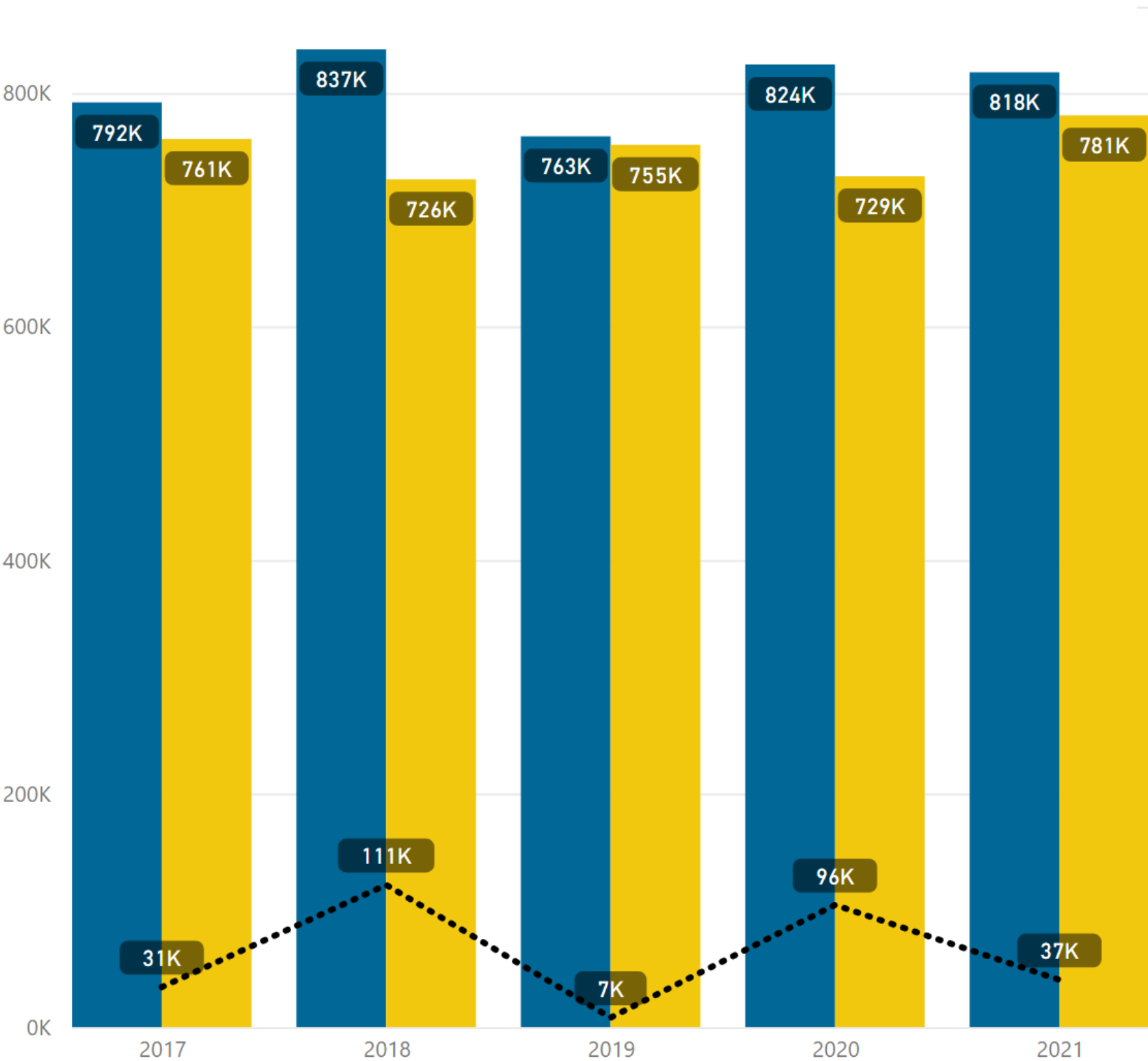
Propane Gallons

452

MMBtu Utilized

Net Energy Balance Summary by Year in MMBtu

● Generation MMBtu ● Consumption MMBtu ● Net Energy MMBtu





Use and Cost Summary

Municipal Operations - Electricity

KPI Year

2021

\$9.12M

Total Cost

119K

MWh

697

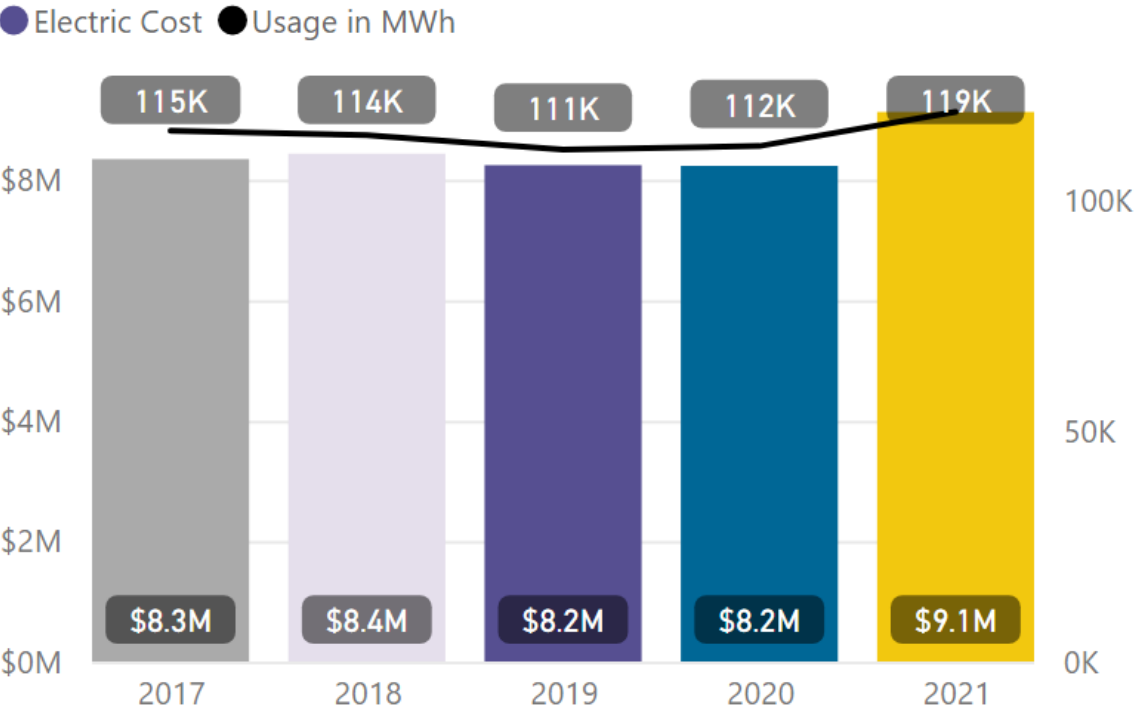
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Data Range

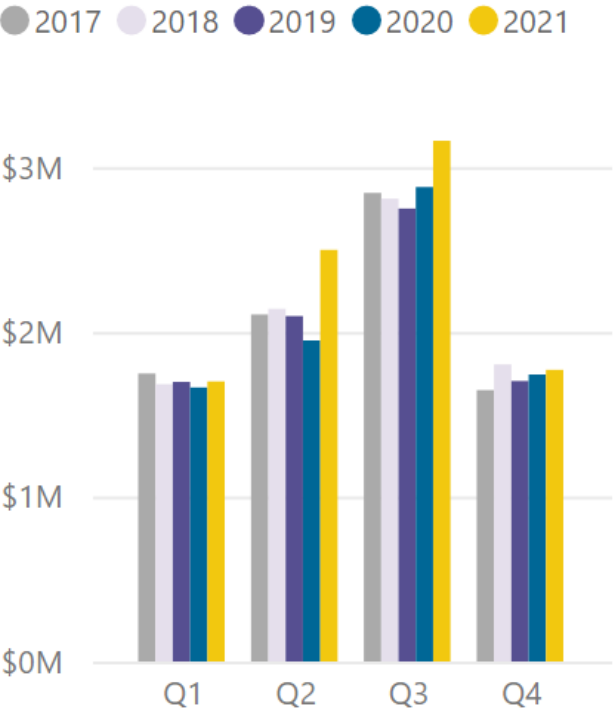
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12/31/2021

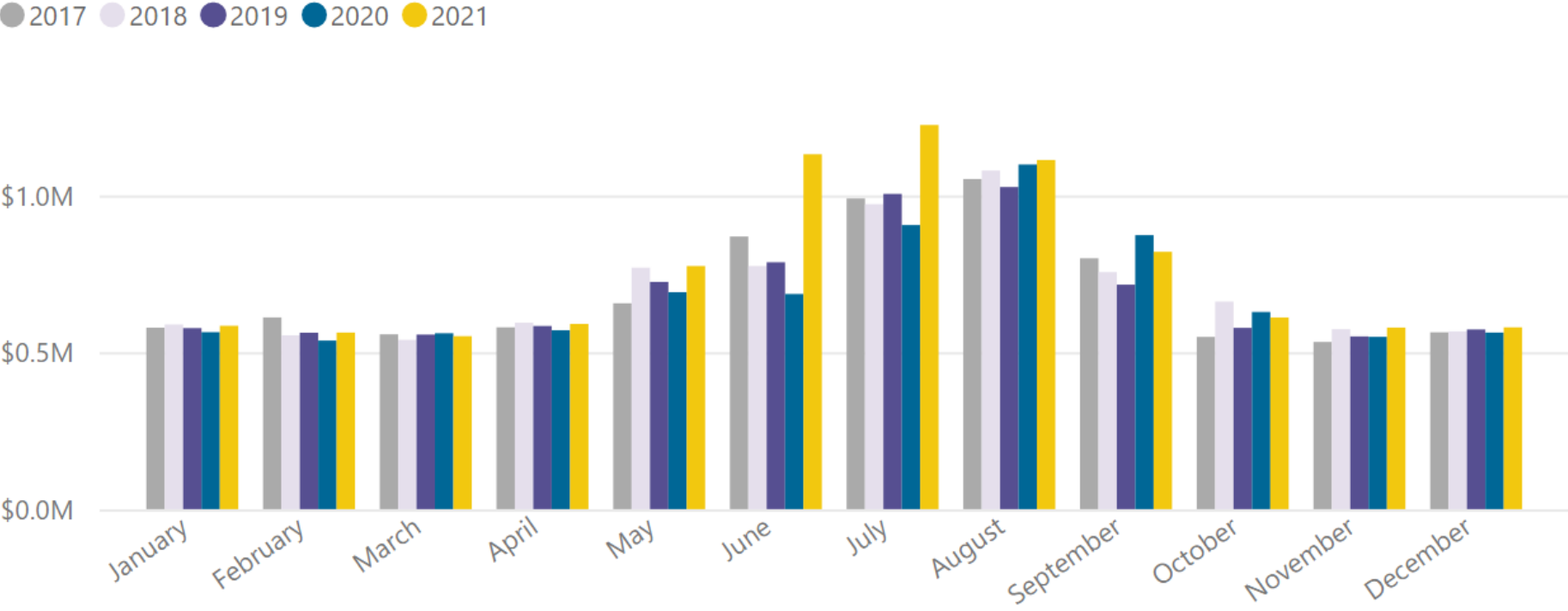
Electric Spend by Year



Electric Spend by Quarter and Year

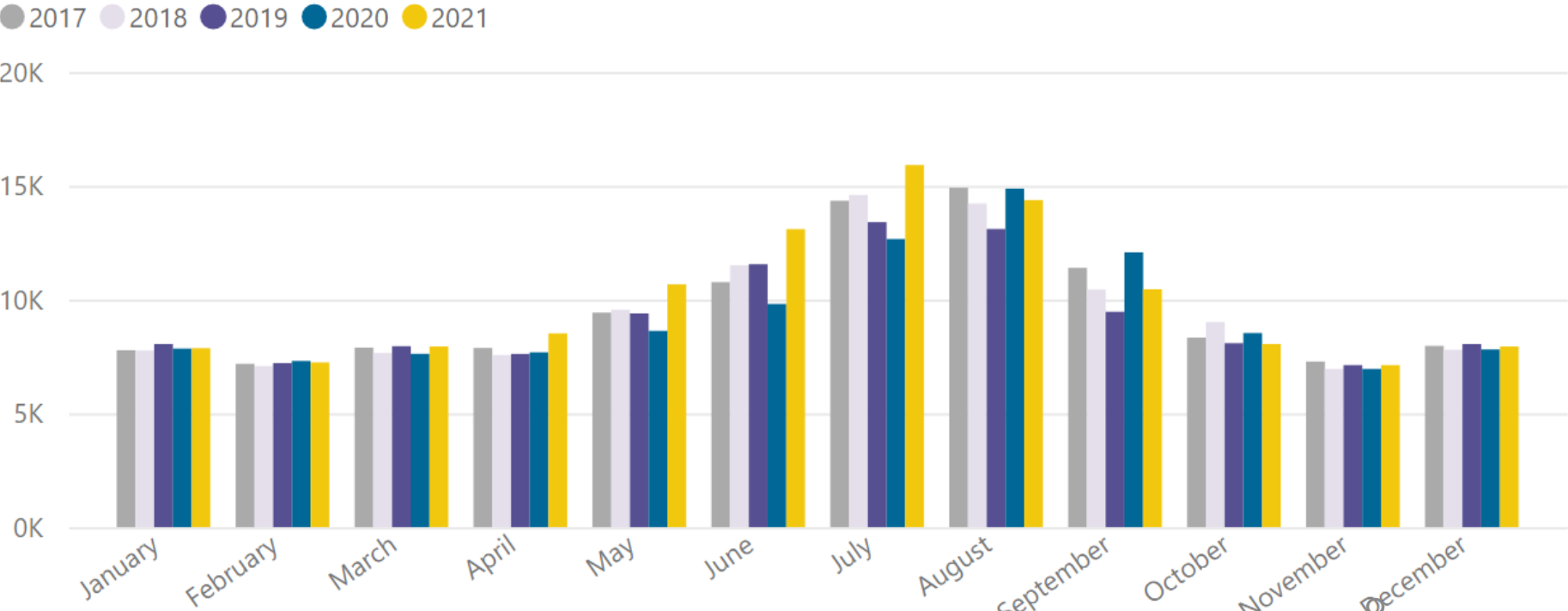


Electric Spend by Month and Year



Department	Total Cost	Cost Change YTD Versus Same Period Prior Year	Usage in MWh	Usage Change YTD Versus Same Period Prior Year
Water	\$2,878,478.30	19.6%	50,501	7.3%
Solid Waste	\$313,780.20	-19.9%	29,048	0.5%
Wastewater	\$1,674,129.86	17.3%	21,062	19.4%
Streets	\$2,786,641.21	7.2%	6,950	2.9%
Parks and Recreation	\$600,118.18	15.5%	4,022	12.9%
Fire	\$323,440.49	3.3%	2,819	0.9%
City Hall	\$197,964.28	1.6%	1,847	-1.8%
Police	\$180,285.37	-2.2%	1,532	-0.5%
Library	\$120,595.26	-18.4%	952	-22.0%
Fleet Services	\$32,076.26	20.3%	252	16.3%
Public Defender	\$15,747.13	-2.4%	122	1.1%
Asset Management	\$29.09	Infinity	0	NaN
Total	\$9,123,285.63	10.9%	119,108	6.6%

Usage in MWh by Month and Year





Use and Cost Summary

Municipal Operations - Water

KPI Year

2021

\$1.66M

Total Cost

1.1bn

Gallons

504

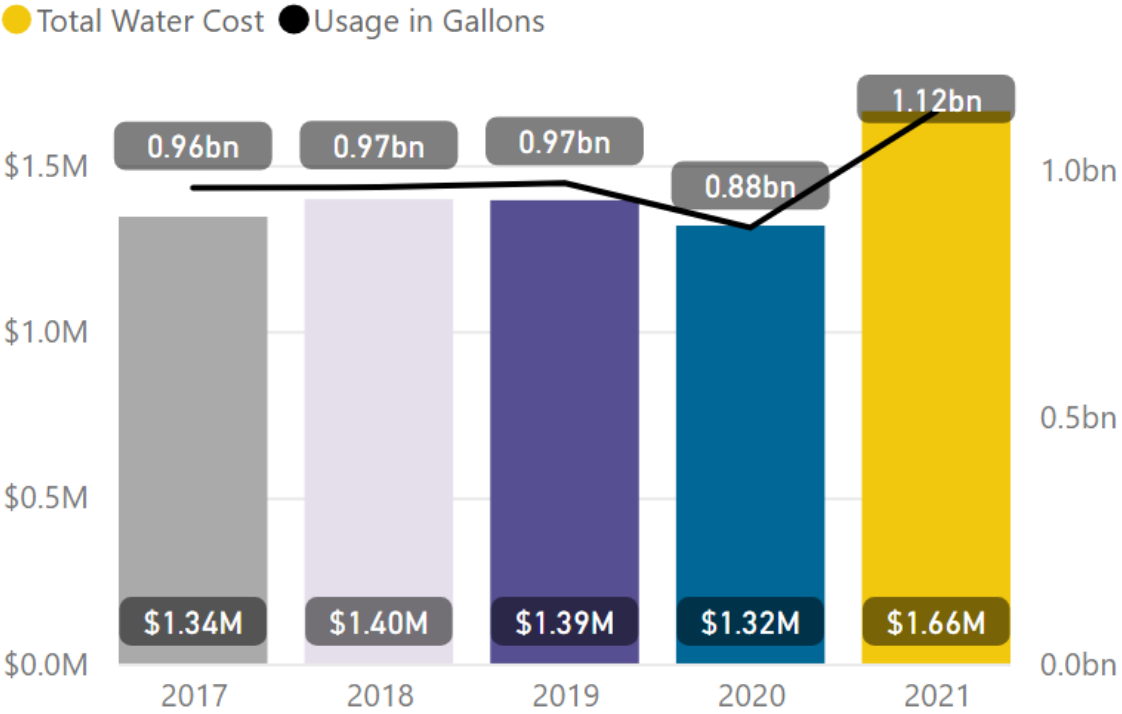
Accounts

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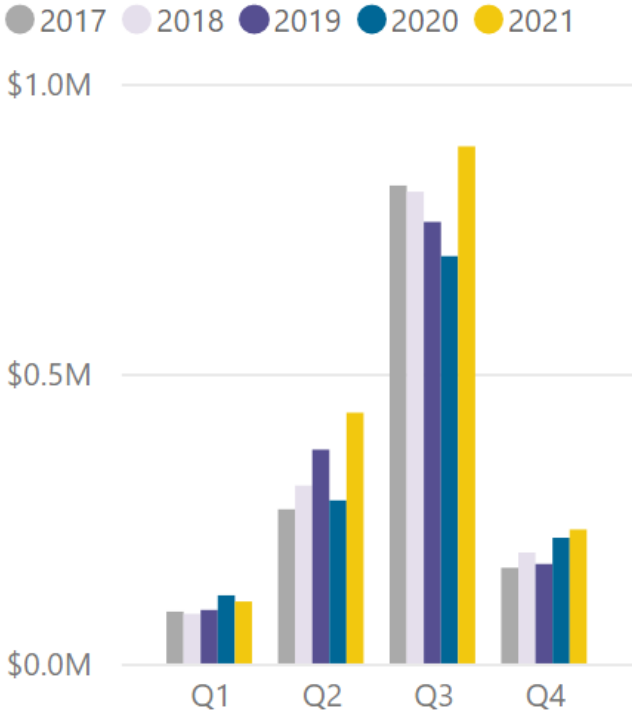
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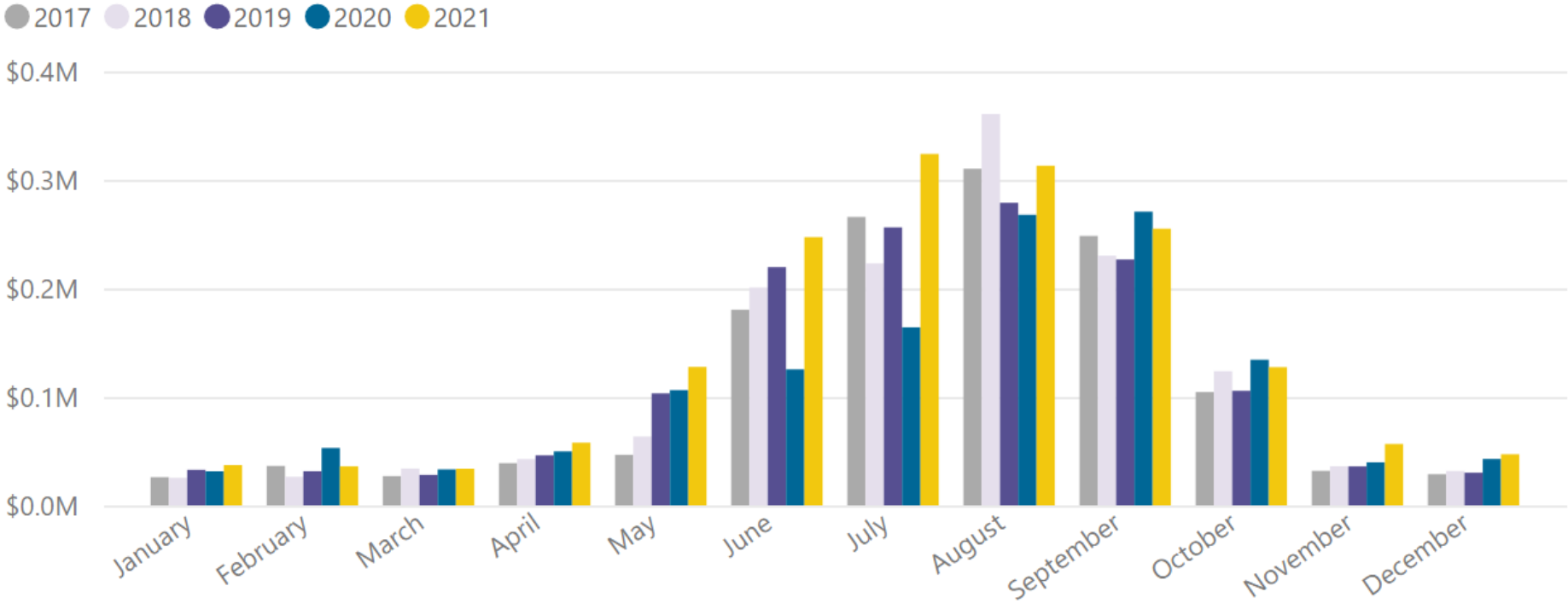
Water Spend by Year



Water Spend by Quarter and Year

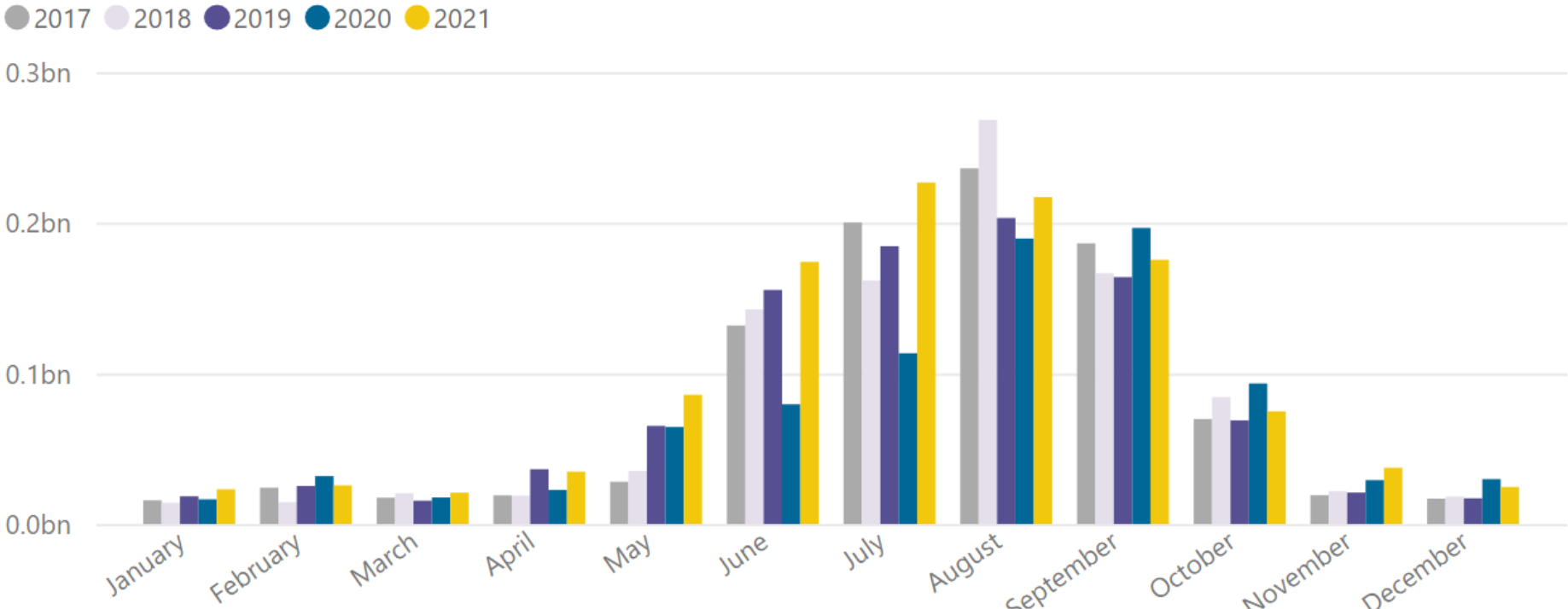


Water Spend by Month and Year



Department	Total Cost	Cost Change YTD Versus Same Period Prior Year	Usage in Gallons	Usage Change YTD Versus Same Period Prior Year
Parks Department	\$1,120,300.16	28.8%	712,691,408	26.8%
Water Department	\$137,812.20	45.1%	167,359,764	55.8%
Wastewater Management	\$262,751.87	21.8%	163,064,000	18.8%
Solid Waste	\$79,169.81	4.1%	50,890,928	2.7%
Fire Department	\$24,276.97	1.9%	8,579,560	-7.5%
Asset Management	\$13,706.27	7.5%	5,631,692	7.0%
Fleet Services	\$8,180.50	-8.4%	4,718,384	-12.9%
Police Department	\$7,926.78	12.6%	3,688,388	14.0%
Streets Department	\$6,117.02	-4.6%	2,446,708	-18.3%
Engineering Services	\$994.82	-37.1%	303,688	-63.3%
Public Defender	\$540.87	1.9%	234,872	-2.5%
Total	\$1,661,777.27	26.1%	1,119,609,392	26.7%

Usage in Gallons by Month and Year





Use and Cost Summary

Municipal Operations - Natural Gas

KPI Year

2021



\$1.01M

Total Cost

198K

MMBtu

98

Accounts

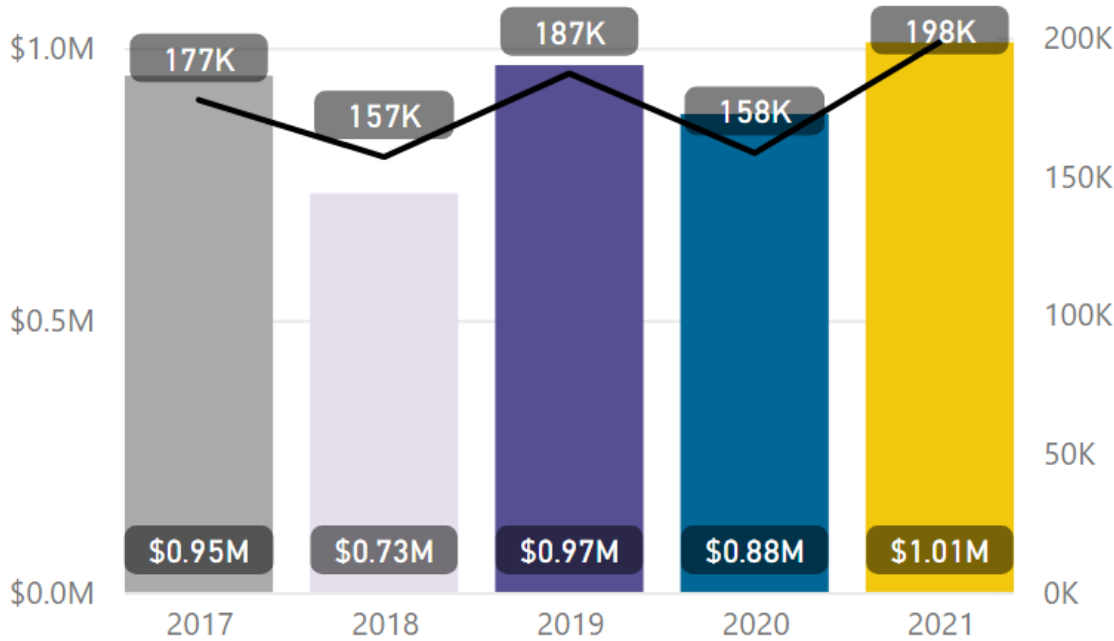
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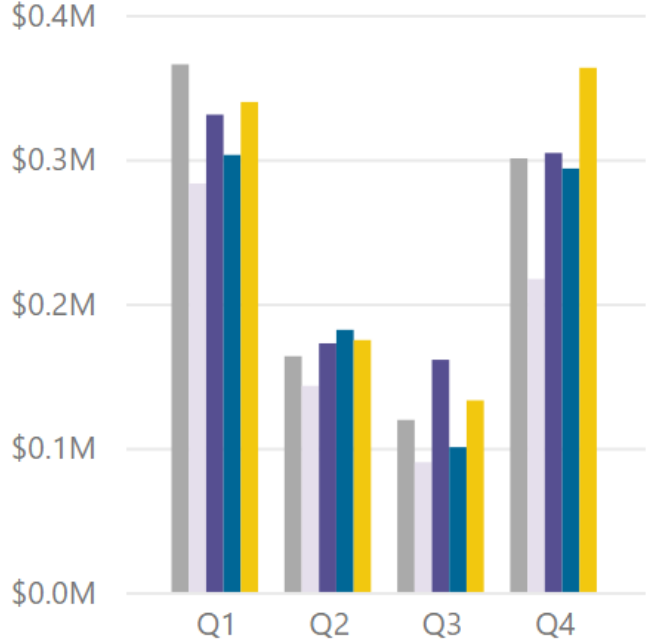
Natural Gas Spend by Year

● Total Cost ● Usage in MMBtu



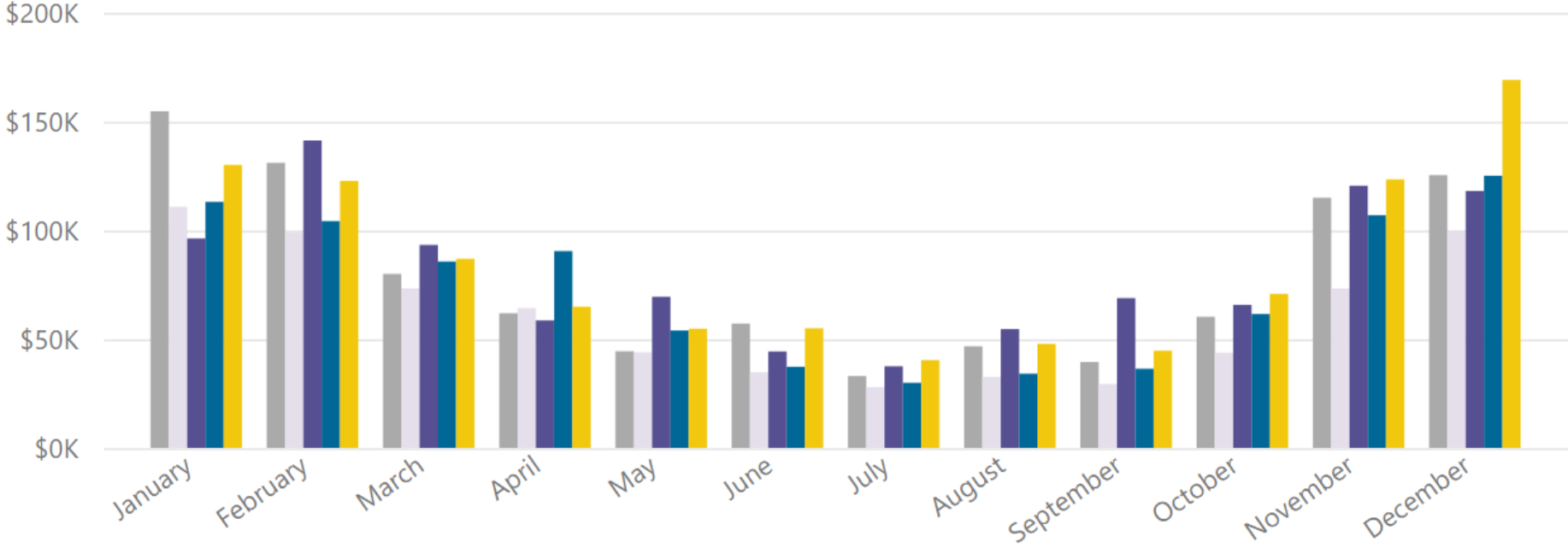
Natural Gas Spend by Quarter and Year

● 2017 ● 2018 ● 2019 ● 2020 ● 2021



Natural Gas Spend by Month and Year

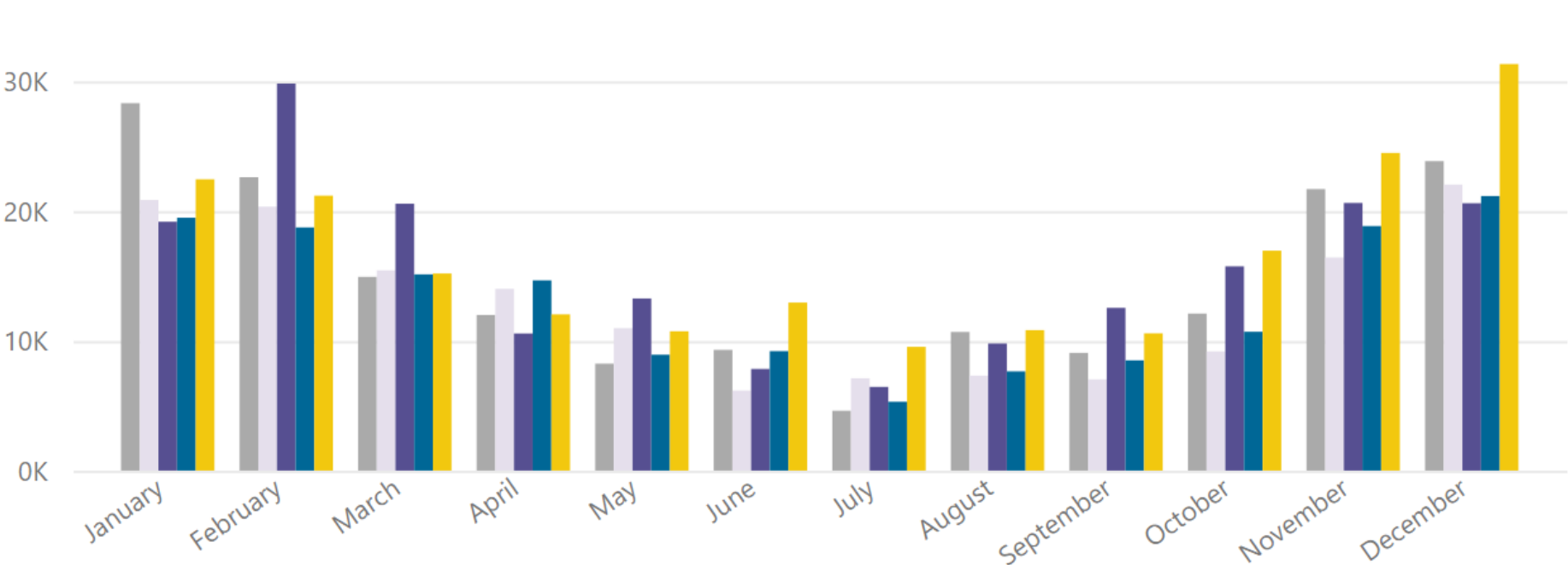
● 2017 ● 2018 ● 2019 ● 2020 ● 2021



Department	Total Cost	Cost Change YTD Versus Same Period Prior Year	Usage in MMBtu	Usage Change YTD Versus Same Period Prior Year
Solid Waste	\$429,380.70	6.6%	73,328	4.7%
Wastewater	\$145,612.76	29.4%	68,604	71.9%
Parks and Recreation	\$145,236.12	55.2%	19,025	64.2%
Fire	\$90,574.60	3.7%	10,958	-1.5%
Library	\$57,563.81	15.3%	7,142	3.4%
Police	\$43,528.91	-4.4%	5,810	-9.6%
Water	\$31,927.35	17.9%	4,495	12.4%
Fleet Services	\$28,602.30	12.3%	3,878	5.8%
City Hall	\$20,805.71	18.0%	3,071	13.6%
Streets	\$13,805.43	1.3%	1,651	-0.8%
Public Defender	\$3,192.42	6.1%	320	0.6%
Total	\$1,010,230.11	15.0%	198,281	25.2%

Usage in MMBtu by Month and Year

● 2017 ● 2018 ● 2019 ● 2020 ● 2021





Use and Cost Summary

Municipal Operations - Fuels

KPI Year

2021

\$3.29M

Total Fuel Cost

181K

Fuel MMBtu

\$18.21

Cost per MMBtu

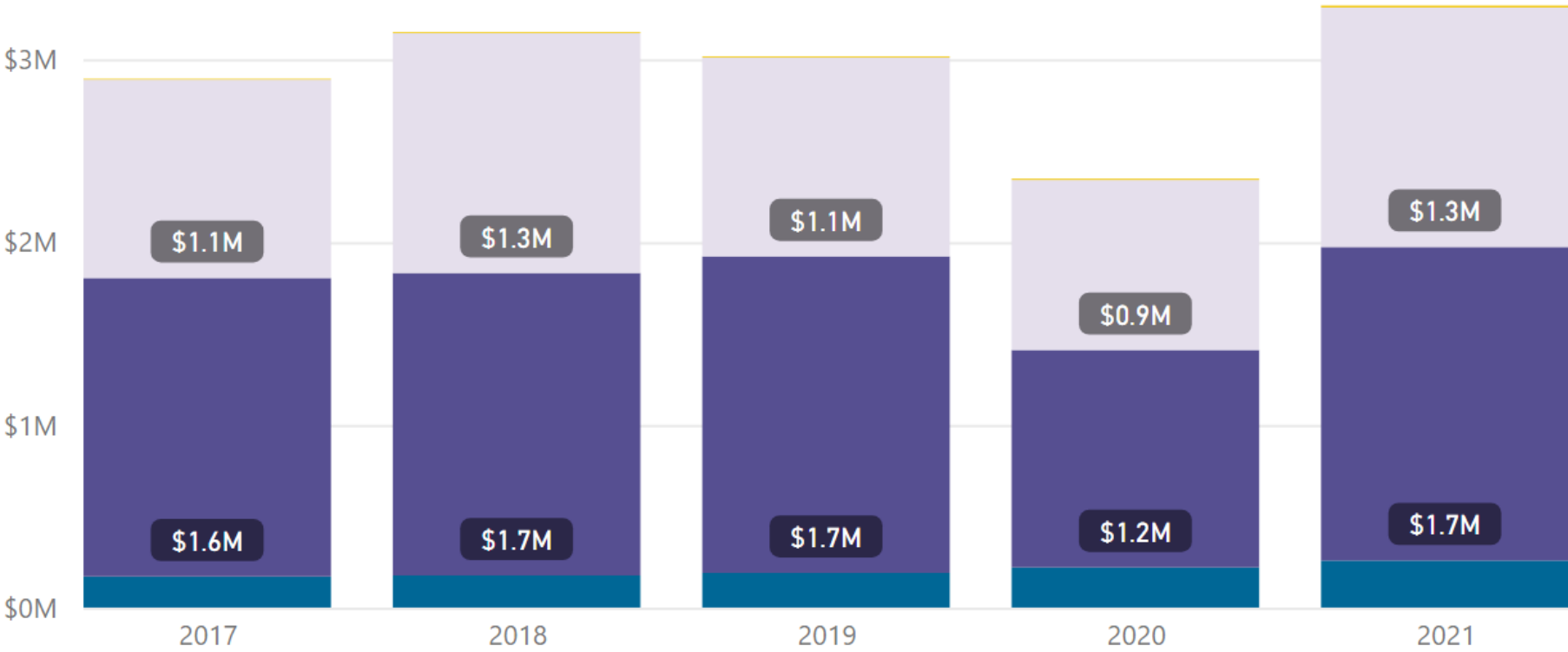
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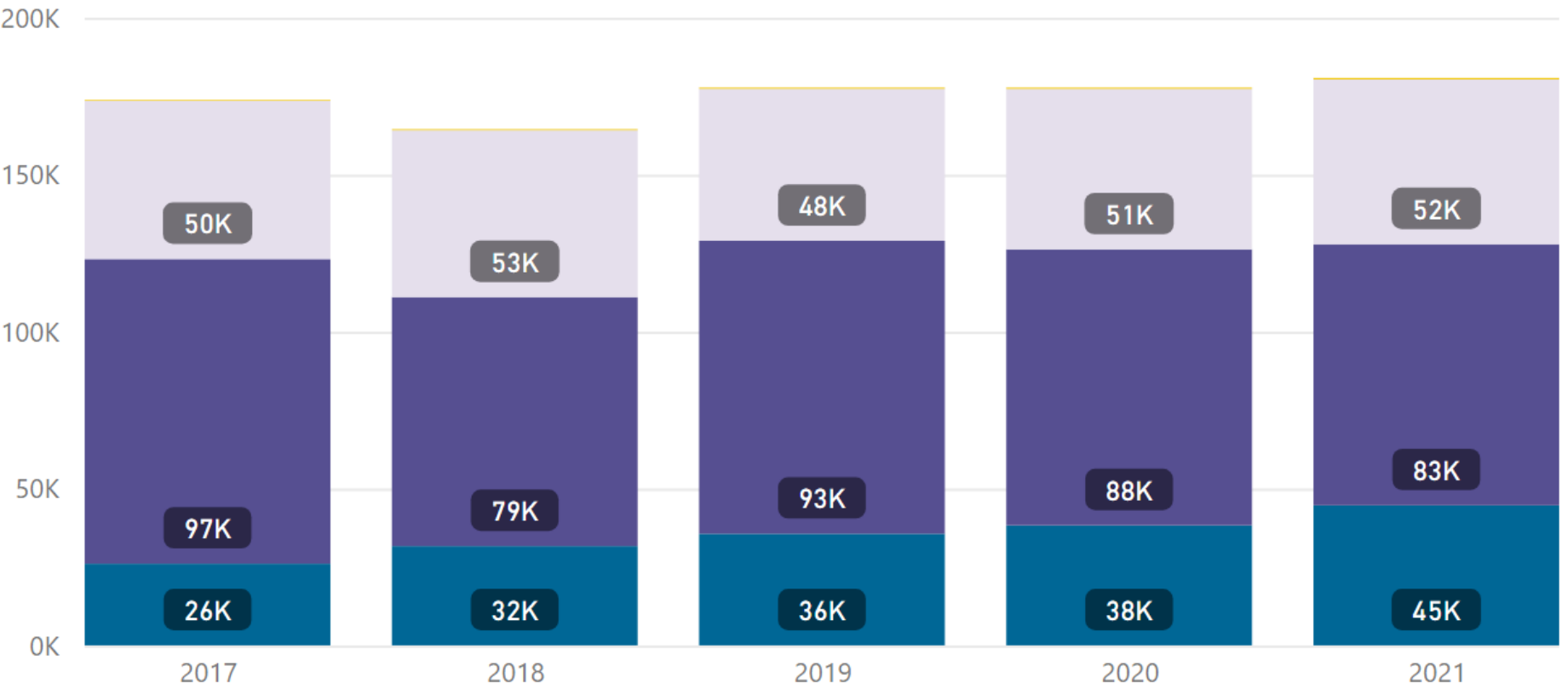
Fuel Cost by Year

CNG Diesel Gasoline Kerosene Propane



Fuel Consumption in MMBtu by Year

CNG Diesel Gasoline Kerosene Propane



Fuel Cost for KPI Year

Department Name	CNG	Diesel	Gasoline	Kerosene	Propane	Total
Solid Waste	\$257,110	\$731,927	\$20,277		\$727	\$1,010,042
Police		\$1,345	\$695,573		\$24	\$696,942
Streets		\$373,908	\$55,022		\$4,689	\$433,619
Water		\$122,790	\$151,893		\$964	\$275,646
Fire EMS		\$195,646	\$67,132		\$224	\$263,001
Parks and Recreation		\$79,390	\$173,582	\$0	\$2,982	\$255,955
Wastewater		\$205,784	\$43,670		\$200	\$249,654
Engineering Services		\$125	\$32,393			\$32,518
Code Enforcement		\$3,701	\$25,633			\$29,334
Parking Meter			\$11,095			\$11,095
Total	\$257,110	\$1,715,209	\$1,309,842	\$0	\$10,568	\$3,292,730

Fuel Consumption for KPI Year

Department Name	CNG (therms)	Diesel (gallons)	Gasoline (gallons)	Kerosene (gallons)	Propane (gallons)
Solid Waste	446,480	255,234	6,752		349
Police		445	230,991		8
Streets		132,807	18,544		2,270
Water		43,377	50,739		474
Fire EMS		70,664	22,824		58
Parks and Recreation		29,373	57,622	0	1,346
Wastewater		72,206	14,999		88
Engineering Services		36	10,511		
Code Enforcement		1,326	8,429		
Total	446,480	605,655	436,239	0	4,952

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Public Works Division – Integrated Capital Management Department
Contact Name & Phone	Kevin Picanco, 625-6088
Contact Email	kpicanco@spokanecity.org ;
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: <u>5 minutes</u>
Agenda Item Name	Transportation Grant Opportunity – WSDOT Local Bridge Program
Summary (Background)	<p><u>Background/History:</u></p> <p><i>WSDOT recently announced a Call for Projects for the Local Bridge Program grant. The program's focus is to preserve and improve the condition of city and county owned bridges that are physically deteriorated or structurally deficient through bridge replacement, rehabilitation or systematic preventative maintenance. This program is funded through FHWA and administered by WSDOT.</i></p> <p><i>The maximum grant award amount is \$5M for preventative maintenance projects. The project locations under consideration have been vetted in the past and submitted under this grant program on previous calls for projects. The City is considering grant applications for the following projects:</i></p> <ul style="list-style-type: none"> ○ Maple St. Bridge Steel Structure Painting ○ Chestnut St. Bridge Scour Mitigation <p><i>The grant program requires a minimum 13.5% local match for the design phase. 100% funding is available for construction if the project construction schedule satisfies grant schedule milestones; projects must be ready for ad/bid by December, 2025. Construction authorized after December, 2025 requires a 13.5% local match.</i></p> <p><i>Grant applications are due April 29th.</i></p>
Proposed Council Action & Date: n/a	For information and discussion only.
<p>Fiscal Impact:</p> <p>Total Cost: n/a</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Specify funding source:</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	

Operations Impacts

What impacts would the proposal have on historically excluded communities?

Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.

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

Potential projects for transportation grant opportunities are dispersed throughout the City and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors. Equity considerations are included in SRTC's evaluation and scoring process.

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

The Local Bridge Program is narrowly defined to bridges meeting certain eligibility criteria general related to official bridge inspection condition ratings. Bridge inspections and related data are conducted and updated periodically to comply with Federal requirements related to bridge inspections and monitoring of bridge conditions.

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

Potential projects submitted for application comply with goals and policies of Chapter 4 – Transportation of the City's Comprehensive Plan.

Committee Agenda Sheet

Public Infrastructure, Environment, and Sustainability Committee

Submitting Department	Developer Services Center
Contact Name & Phone	Eldon Brown
Contact Email	ebrown@spokanecity.org
Council Sponsor(s)	Michael Cathcart
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Amending Ordinance C-21606 to release an easement
Summary (Background)	<p>The property owners of the Iron Bridge development have requested that the City release easements that were originally established as part of Ordinance C-21606 so that the lots have a larger buildable footprint.</p> <p>We have checked with the easement holders and they are ok with releasing the portion shown on the attached map</p>
Proposed Council Action & Date:	Precedes a new first reading of the amended ordinance
Fiscal Impact: Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? NA	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? NA	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? NA	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Addressed in Section 17G.080.020 of the Spokane Municipal Code and Chapter 35.79 of RCW regarding street vacations.	

Easement - Ord C-21606



Right-of-way Description:
Perry St. from the south line of
Mallon St. to the north line of the Union Pacific RW
(Part of UP RW now vacated)

Legend

 Easement Release

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.



Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Public Works Division – Integrated Capital Management Department
Contact Name & Phone	Inga Note, 625-6331
Contact Email	inote@spokanecity.org
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: <u>10 minutes</u>
Agenda Item Name	Transportation Grant Opportunities – Safe Routes to School and Bicycle and Pedestrian Program
Summary (Background)	<p><u>Background/History:</u> WSDOT has advertised a Call for Projects for the Safe Routes to School Program the Bicycle and Pedestrian Program.</p> <p><u>Safe Routes to School:</u> The goal of this program is to eliminate all traffic crashes involving children walking or biking to school, build connected networks of pedestrian and bicyclist facilities for children within two miles of a school, and increase the number of children who walk and bike to school. The program has approximately \$59 million available state-wide.</p> <p><u>Bicycle and Pedestrian Program:</u> The goal of this program is to eliminate pedestrian and bicycle fatal and serious injury traffic crashes and increase the availability of connected pedestrian and bicyclist facilities that provide low traffic stress and serve all ages. The program has approximately \$57 million available state-wide.</p> <p><u>Scoring:</u> 40% of the scoring will be based on crash data and the ability of a future project to address the crash history related issues. The remaining scoring is based on other criteria such as equity, roadway speed and volume, density of population and businesses, demographics, local match, and inclusion in the Comprehensive Plan. Due to the highly competitive nature of these funds, only projects that meet the funding criteria will be considered. ICM staff is currently working on creating a list of projects that would that best meet the above criteria. The list will be presented at this meeting. Applications are due May 30th for Bike-Ped and June 6th for SRTS. Awards will be announced in June 2023.</p>
Proposed Council Action & Date: n/a	For information and discussion only.
<p>Fiscal Impact: Total Cost: n/a</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Specify funding source:</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring</p>	

Other budget impacts: (revenue generating, match requirements, etc.)
Operations Impacts
<p>What impacts would the proposal have on historically excluded communities?</p> <p><i>Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.</i></p>
<p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?</p> <p><i>Potential projects for transportation grant opportunities are dispersed throughout the City and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors. Equity considerations are included in SRTC's evaluation and scoring process.</i></p>
<p>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?</p> <p><i>Projects within the 6-year Streets program are evaluated for consistency with the City's Comprehensive Plan when they are initially added to the program.</i></p>
<p>Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?</p> <p><i>Potential projects submitted for application comply with goals and policies of Chapter 4 – Transportation of the City's Comprehensive Plan.</i></p>

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Public Works Division – Integrated Capital Management Department
Contact Name & Phone	Kevin Picanco, 625-6088
Contact Email	kpicanco@spokanecity.org
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: <u>20 minutes</u>
Agenda Item Name	6-Year Comprehensive Street Program – 2023-2028 – Draft Program
Summary (Background)	<p><u>Background/History:</u> <i>In support of the State Growth Management Act and the City of Spokane's Comprehensive Plan, the City must maintain 6-year capital financing plans for certain providers of public facilities and services. Accordingly, the City must maintain a 6-year capital financing plan for its capital street program. Pursuant to RCW 35.77.010 the capital street program must be adopted before July 1 of each year, and filed with the Secretary of Transportation not later than 30 days after adoption. To determine the plan's consistency with the Comprehensive Plan, it is reviewed by the City Plan Commission. The Commission then makes a recommendation to the City Council as to the plan's consistency with the Comprehensive Plan, and the City Council then accepts or modifies the plan accordingly.</i></p> <p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> • <i>This annual update facilitates:</i> <ul style="list-style-type: none"> ○ <i>Compliance with the Growth Management Act and RCW 35.77.010,</i> ○ <i>City of Spokane can qualify for grant and low interest loan funds,</i> ○ <i>Meets requirement that the City maintain a 6-Year Capital Improvement plan for its capital street program.</i> • <i>Draft Project Reconciliation (Table attached)</i> <ul style="list-style-type: none"> ○ <i>Fifteen new projects are being added to the program; most as a result of grant awards in the last year.</i>
Proposed Council Action & Date: n/a	No action requested at this time. There will be subsequent updates to Council leading towards public hearing and program adoption in June, 2022.
<p>Fiscal Impact: Total Cost: n/a – kick-off meeting for information only Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source:</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	

Operations Impacts

What impacts would the proposal have on historically excluded communities?

Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.

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

N/A – This is a 6-year program annual update.

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

Projects within the 6-year Streets program are evaluated for consistency with the City's Comprehensive Plan when they are initially added to the program.

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

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

This is an annual update the City's 6-year Streets Comprehensive Program (the Capital Improvement Program for City transportation projects). Projects within the 6-year Streets program are evaluated for consistency with the City's Comprehensive Plan when they are initially added to the program.

<u>STREET PROGRAM RECONCILIATION SHEET</u>				
(Comparing 2023-28 against 2022-27 6yr. Program)				
New Projects Added to Six-Year Program (2023-2028)				
Section/ Funds/ CN Year	Project Name	Project Description	Purpose Statement	Cost Estimate
<i>Bridge 2024</i>	Maple St. Bridge Deck Repair	Repair the bridge deck and joints on the Maple St. Bridge	Repair the bridge deck to extend the life of the bridge.	\$4.5M
<i>Bridge 2025</i>	Washington St., Stevens St. Bridges Deck Repair	Repair the bridge decks and bridge joints on the three Washington/Stevens bridges over the Spokane River.	Repair the bridge deck to extend the life of the bridge.	\$5.0M
<i>Pedestrian & Bikeways 2023</i>	Greene-Carlisle PHB & Sidewalk	Install a Pedestrian Hybrid Beacon at the Greene/Carlisle intesection. Install a shared use path along Carlisle from Greene to Ralph; install a sidewalk on both sides of Carlisle from Ralph to Freya.	Improve pedestrian and bike safety. Provide pedestrian facilites improving pedestrian mobility and access and connections to adjacent bike/ped facilities; improve transit access.	\$1.4M
<i>Pedestrian & Bikeways 2023</i>	Nevada-Joseph PHB	Install a Pedestrian Hybrid Beacon at the Nevada/Joseph intersection.	Improve safety for students and pedestrians crossings of Nevada St.	\$570k
<i>Pedestrian & Bikeways 2023</i>	Bemiss Elem Walk Route (Safe Routes to School)	Install sidewalk along Liberty Ave. for school walk routes for Bemiss Elementary. Install a Rectangular Rapid-Flashing Beacon (RRFB) at the Crestline/Courtland intersection.	Improve safety for student and pedestrian crossings of Crestline St. Provide sidewalks along school walk routes.	\$844k
<i>Pedestrian & Bikeways 2023</i>	Haven St. Sidewalk - Heroy to Rockwell	Install sidewalk along Haven St. from Heroy Ave. to Rockwell Ave.	Improve pedestrian facilities and access to transit.	\$300k
<i>Pedestrian & Bikeways 2023</i>	Pacific Ave. Greenway - Sherman St. to Ben Burr Trail - STUDY	A study to examine the feasibility, alignment and type of bike and pedestrian oriented improvements along Pacific Ave., east of Sherman to Sprague Way connecting to the Ben Burr Trail.	Provide a bike and pedestrian oriented route from the planned Pacific Ave. Greenway at Sherman east to connect to the Ben Burr Trail.	\$150k
<i>Capital Improvements 2023</i>	Market / Monroe / 29th - Grind & Overlay	Pavement rehabilitation and preservation. Asphalt grind and overaly, pavement repair and ADA ramps.	Rehabilitate the asphalt pavement surface and extend the life of the pavement structural section.	\$4.6M
<i>Capital Improvements 2023</i>	29th / Washington / Monroe - Grind & Overlay	Pavement rehabilitation and preservation. Asphalt grind and overaly, pavement repair and ADA ramps.	Rehabilitate the asphalt pavement surface and extend the life of the pavement structural section.	\$6.2M
<i>Capital Improvements 2023</i>	Haven St. Grind & Overlay - Market to Market	Pavement rehabilitation and preservation. Asphalt grind and overaly, pavement repair and ADA ramps.	Rehabilitate the asphalt pavement surface and extend the life of the pavement structural section.	\$1.4M
<i>Capital Improvements 2023</i>	Maple / Ash Chip Seal - Northwest Blvd. to Rowan	Pavement preservation via chip seal coat.	Preserve and extned the life of the pavement surface.	\$1.0M
<i>Capital Improvements 2022/23</i>	Illinois Ave. Grind/Overlay & Shared Use Path - Perry St. to Market St.	Pavement rehabilitation and preservation. Asphalt grind and overaly, pavement repair and ADA ramps. Reconfigure the roadway and striping to construct a protected shared use pathway.	Rehabilitate the asphalt pavement surface and extend the life of the pavement structural section. Improve bike/pedestrian infrastructure.	\$2.3M
<i>Pedestrian & Bikeways 2023</i>	Pacific Ave. Greenway - Howard to Sherman	Install traffic signals at the Division/Pacific and Browne/Pacific interections. Stripe bike lanes between Browne and Division. Install wayfinding signage and marking. Install bumpouts at select intersections and improve lighting.	Provide a safe walking and cycling route, south of the railroad tracks, from Howard to Sherman, from the downtown core into the University District.	\$3.9M
<i>Pedestrian & Bikeways 2023</i>	Cook St. Greenway - Illinois to Francis	The project includes common Neighborhood Greenway improvements such as crosswalk enhancements at arterials, wayfinding signage, traffic calming devices and possible traffic diverting elements. Crosswalk improvements will be installed at Wellesley, Euclid and Illinois.	Provide a safe walking and cycling route, south of the railroad tracks, from Howard to Sherman, from the downtown core into the University District.	\$2.2M
<i>Capital Improvements 2023</i>	US 195 / Inland Empire Way Study	Study of reconnecting Inland Empire to US 195 expanding on the work from the US 195 Corridor Study to include examination of Inland Empire Way from US 195 to Sunset Hwy to define any additional needed improvements to Inland Empire Way.	Planning study to determine the need for any additional improvements to Inland Empire Way.	\$300k
Projects Completed or Removed from Six-Year Program				
Section	Project Name	Comment	Status	
<i>Pedestrian & Bikeways</i>	North River Dr. Sidewalk		Complete	
<i>Pedestrian & Bikeways</i>	Centennial Trail, Summit Gap		Complete	
<i>Capital Improvements</i>	Howard St., Sprague to Riverside	STA CCL Project	Remove	
<i>Capital Improvements</i>	Maple-Wellesley Intersection		Complete	
<i>Capital Improvements</i>	NSC - Ermina & Greene Signal Changes		Complete	
<i>Capital Improvements</i>	Sprague Ave. Investment Phase II - Browne to Scott		Complete	

ORDINANCE NO. C-_____

An ordinance establishing water conservation and drought response measures; enacting a new section 03.04.1925 of the Spokane Municipal Code.

WHEREAS, In July of 2020, the City Council convened a working group of volunteer citizens called the Water Resource Collaboration Group (“WRCG”), which was tasked with reviewing the City’s Water Conservation Master Plan and proposing updates to the City Council, with the primary goal to enable greater community input on the City’s water conservation strategies and goals; and

WHEREAS, the WRCG created a Community Water Survey (which received over 500 responses), hosted three Virtual Water Workshops (1 per Council District), presented at Park Board and Community Assembly meetings, and interviewed water department staff from Flagstaff, AZ, which has climate and water characteristics similar to Spokane; and

WHEREAS, Spokane residents currently use 202 gallons per person per day, which is more water, per capita, than 97% of the rest of the country, and we can both reduce this water usage and avoid costly infrastructure upgrades by taking action now to decrease our outdoor water usage; and

WHEREAS, Spokane residents use 5-6 times more water during summer months than during other times of the year; and

WHEREAS, measures such as every-other-day watering restrictions and prohibitions on watering during the day can reduce outdoor water use and avoid millions of dollars in City infrastructure costs since we currently build our water delivery systems to keep up with peak summertime usage; and

WHEREAS, beyond cost savings, water conservation measures are needed to protect the Spokane Rathdrum Prairie Aquifer, which is hydrologically connected with the Spokane River, such that the use of one directly impacts the other; and

WHEREAS, when the City of Spokane pumps water from City wells, we are ultimately intercepting water from the Aquifer that would otherwise go to the Spokane River, and during our hot, dry summers, it is critically important for the health of our aquifer and our river to keep as much of that aquifer water within that Aquifer-River interchange.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That there is enacted a new section 03.04.1925 of the Spokane Municipal Code to read as follows:

Section 03.04.1925 Water Conservation Measures

1. Level I:

- a. Every year between June 1 – October 1 the City of Spokane shall implement the following conservation measures:
 - i. A prohibition on watering outdoor vegetation during the hours of 9 am to 6 pm within a system to be determined by the water department to divide the city into zones such that each parcel may water outdoor vegetation on alternating days;
 - ii. A suggested limitation on watering outdoor vegetation for a maximum of 15 minutes per watering zone for a total of 2 hours outdoor watering on each parcel; and
 - iii. A suggested prohibition on the use of water for washing outdoor hardscape features, such as sidewalks, driveways, decks, and patios.

2. Level II:

- a. When the flow in the Spokane River, as measured at USGS monitoring location 12422500 (located at Lower Crossing), falls below 1,000 cfs between June 1 – October 1 the City shall implement the following conservation measures:
 - i. A prohibition on watering outdoor vegetation during the hours of 9 am to 6 pm;
 - ii. A limitation on watering outdoor vegetation on each parcel to two days per week;
 - iii. A limitation on watering outdoor vegetation for a maximum of 15 minutes per watering zone for a total of 2 hours outdoor watering on each parcel; and
 - iv. A prohibition on the use of water for washing outdoor hardscape features, such as sidewalks, driveways, decks, and patios.

3. Exemptions:

- a. The Parks Department shall continue its efforts to upgrade park infrastructure as funding becomes available to comply with the above mandatory and voluntary measures. Until the Parks Director determines compliance is feasible, the department shall be exempt from these measures only when it is determined necessary to protect critical park assets.
- b. Residents shall be granted reasonable exemptions from these measures when watering community/personal vegetable gardens, trees both in the public right of way and on private property, and/or for newly-planted landscape.

4. Violations of the requirements of this section shall result in imposition of the surcharges stated in SMC 13.04.030(D).

Section 13.04.030 Rates – Regulations

- A. The director of the water and hydroelectric services department (hereinafter referred to as “director”), subject to the approval of the city council, fixes a schedule of prices to be charged and paid for water service from the City or for related services provided by the City. The director may assess a reasonable charge for items or services not encompassed in the fee schedule.
- B. The director, subject to the approval of city council, makes such rules and regulations concerning matters covered by this chapter and as may be required for the proper operation of the water and hydroelectric services department.
- C. Approved rates, rules and regulations shall be published in one issue of the *Official Gazette* and shall then have the effect of law. Changes to the rates, rules and regulations are accomplished in the same way.

D. Surcharges

- 1. In addition to the foregoing, a surcharge of \$20.00 shall be assessed to the water bill for the account of record for a violation of any of the mandatory water conservation measures specified in SMC 13.04.1925.
- 2. Surcharges shall double for every repeat violation. Each succeeding surcharge may be twice the previous surcharge assessed for the previous violation.
- 3. The assessment of the surcharge may be informally appealed, in writing, within fourteen (14) calendar days of the notice of the surcharge assessment. The written appeal shall be received by the City of Spokane Public Works & Utilities Department within said fourteen (14) day limit or the right to such appeal shall be permanently waived. Address all surcharge-related correspondence to:

Utility Billing
Spokane City Hall
808 W Spokane Falls Blvd
Spokane, WA 99201

- a. Assessment of surcharges shall not take effect until June 1, 2023.

- E. In the event of any conflict between this section and the published rules and regulations issued by the Director, this section shall control.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

DRAFT

Committee Agenda Sheet

Public Infrastructure, Environment, and Sustainability

Submitting Department	Integrated Capital Management
Contact Name & Phone	Mark Papich, 625-6310
Contact Email	mpapich@spokanecity.org
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	DWSRF Loan Agreements
Summary (Background)	<p>The City of Spokane has been awarded two low-interest loans to fund the design and construction of City of Spokane water projects. The funding source of the loans is the Drinking Water State Revolving Fund (DWSRF). This funding is Federal funding and is administered through the Washington State Department of Health (DOH). Each of the funded projects listed below is approved in the 2022-2027 Six Year Capital Improvement Program.</p> <p><u>SIA Pipe Crossing Under I-90</u> Loan Amount: \$5,050,000 Interest Rate: 1.75% Loan Term: 20 years</p> <p><u>Thorpe Additional Reservoir</u> Loan Amount: \$7,827,500 Interest Rate: 1.75% Loan term: 20 years</p>
Proposed Council Action & Date:	Approve the two DWSRF loan agreements
Fiscal Impact: = \$12,877,500 Total Cost: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Utility Rates-IC Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? <p>Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.</p>	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	

N/A – This is a public works project to improve the City’s water system and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.

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

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

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

These two funded projects are identified in the 6-Year Capital Improvement Program as well as the annual budget.

Committee Agenda Sheet

PIES Committee

Submitting Department	City Council
Contact Name & Phone	Giacobbe Byrd
Contact Email	gbyrd@spokanecity.org
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Spokane Regional Food Action Plan Resolution
Summary (Background)	<p>The Spokane Food Policy Council was formed in 2013 with the mission to advance policies and initiatives that foster a resilient food system in the Spokane area; a system that is healthy and equitable for its residents, economy, and environment.</p> <p>In 2017, the Spokane City Council adopted the Spokane Regional Food System Inventory and requested the development of a Spokane Regional Food Action Plan by the Spokane Food Policy Council through Resolution NO. 2017-0098.</p> <p>The goal of the Spokane Food Policy Council's Regional Food Action Plan is to create a framework for regional food system stakeholders and partners to use when building a more resilient food system in the Spokane area.</p> <p>Approximately 350 food system stakeholders including producers, processors, distributors, consumers, and waste managers informed the plan by completing the survey or attending a community forum.</p>
Proposed Council Action & Date:	Final Council Consideration on May 9 th 2022
Fiscal Impact: Total Cost: <u>\$0.00</u> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? <p>The plan promotes a healthy and equitable food system that is advantageous to the local economy and protective of the environment.</p> <p>The plan states that: "The fundamental human right to adequate food for all requires the pursuit of expanding food security programming with equity in mind and creating low-barrier pathways for food access. The ZoNE, the backbone of a collective action partnership of Northeast Spokane residents, schools, and</p>	

community organizations, has built new partnerships to reach neighbors with culturally aware food assistance supported by community health workers and other volunteers.

Work is ongoing to identify and cultivate partnerships with organizations that can help break down barriers to reach diverse populations. The Washington State University Food Systems Program recently published a report that identified the needs and barriers of underserved, food-insecure Black, Indigenous, and People of Color (BIPOC) and other socially disadvantaged communities. This work was funded by the WSDA and demonstrates a regional commitment to an inclusive, culturally relevant, and equity-based food system. The SFPC will support BIPOC-led teams, farmers, producers, distributors, and advocates by acknowledging the gaps in our current system and inviting participation from BIPOC communities and people with lived experience being food insecure and utilizing food aid regionally.”

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

N/A

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

N/A

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

Spokane’s Sustainability Action Plan recommends that the city and its community partners “support the Spokane Food Policy Council (SFPC) in studying, identifying, and implementing sensible and achievable codes, policies, and requirements that eliminate barriers and reduce costs for urban farms and community gardens and expand local control of food grown, processed, and sold directly to consumers.”

RESOLUTION NO. 2022-_____

A Resolution supporting the Spokane Regional Food Action Plan developed by the Spokane Food Policy Council which identifies needed strategic investments to preserve farmland, increase local food processing, provide healthy food for all, and reduce food waste. These strategic investments improve local food access, prosperity, and public health throughout the community. They also insulate the local food system from future disruptions.

WHEREAS, the Spokane Food Policy Council was formed in 2013 with the mission to advance policies and initiatives that foster a resilient food system in the Spokane area; a system that is healthy and equitable for its residents, economy, and environment; and

WHEREAS, in 2016 the Spokane Food Policy Council published the Spokane Regional Food System Inventory which provided an assessment of our local food system including: growers, processors, distributors, retailers, consumers, and professional composters; and

WHEREAS, the Spokane Regional Food System Inventory identified areas of agricultural and food industry growth potential as an economic development tool as well as gaps in our current system that have detrimental impacts on the well-being of residents and our natural resources; and

WHEREAS, in 2017, the Spokane City Council adopted the Spokane Regional Food System Inventory and requested the development of a Spokane Regional Food Action Plan by the Spokane Food Policy Council through Resolution NO. 2017-0098; and

WHEREAS, the 2017 USDA Census of Agriculture reports that between 2012 and 2017, Spokane County lost 13 farms of 10 – 49 acres, 32 farms of 50 – 69 acres and 19 farms of 70 – 99 acres; and

WHEREAS, the American Farmland Trust estimated from data collected in their 2020 report, Farms Under Threat, that between 2001 and 2016, 10,200 acres of Spokane County agricultural land was converted to High- and Low-density Residential development; and

WHEREAS, in 2019, 12.8% of all people and 17.8% of children in Spokane County experienced food insecurity; and

WHEREAS, the Spokane Food Policy Council has developed the Spokane Regional Food Action Plan with input from food system stakeholders including: growers, processors, distributors, retailers, consumers, and professional composters; and

WHEREAS, in 2022 the Spokane Food Policy Council published the Spokane Regional Food Action Plan which identifies priorities for the following: Farmland

Preservation, Increase Local Food Processing, Healthy Food for All, and Reduce Food Waste; and

WHEREAS, the Farmland Preservation strategies include creating visibility for local farms, creating a framework for updating local Comprehensive Plans to strengthen farmland preservation policies and revitalize the local food system, improving access to farmland, and increasing farm labor availability; and

WHEREAS, the Increase Local Food Processing strategies include increasing availability of local meat and meat processing and improving access for small scale food processors; and

WHEREAS, the Healthy Food for All strategies include creating opportunities for people to grow and share their own food, supporting and growing equitable food access, connecting local food system stakeholders, and supporting programs and policies that help children, adults and seniors get healthful food; and

WHEREAS, the Reduce Food Waste strategies include reforming the residential and business composting program, using education to reduce edible food waste while increasing the repurposing or composting of inedible food and other organics, and incenting food businesses and farmers to donate unsold, consumable food; and

WHEREAS, The Spokane Regional Food Action Plan priorities are well aligned with the recently adopted 2021 City of Spokane Sustainability Action Plan.

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council formally supports the Spokane Regional Food Action Plan and the Spokane Food Policy Council and community partners' advocacy to execute the identified local food system strategies and recommendations.

Passed by the City Council this ____ day of _____, 2022.

City Clerk

Approved as to form:

Assistant City Attorney

Committee Agenda Sheet

[PIES]

Submitting Department	City Council – Cathcart Office
Contact Name & Phone	Shae Blackwell x6224
Contact Email	sblackwell@spokanecity.org
Council Sponsor(s)	CM Cathcart
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5
Agenda Item Name	Downtown Zipline Resolution
Summary (Background)	<p>A Resolution supporting the continued project planning for a Downtown Zipline.</p> <p>Riverfront Park has been exploring the idea of a downtown Zipline for several years. The Downtown Zipline is envisioned to be a dual line 1,400 foot long ecotourism and cultural experience in the heart of downtown Spokane and will depart from the CSO-26 plaza next to City Hall and end at Redband Park in Peaceful Valley.</p>
Proposed Council Action & Date:	Expected Council consideration on May 16

Fiscal Impact:

Total Cost:

Approved in current year budget? ☐ Yes ☐ No ☐ N/AFunding Source ☐ One-time ☐ Recurring

Specify funding source:

Expense Occurrence ☐ One-time ☐ Recurring

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

Operations Impacts

What impacts would the proposal have on historically excluded communities?

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

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

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

RESOLUTION NO. 2022-_____

A Resolution supporting the continued project planning for a Downtown Zipline.

WHEREAS, Riverfront Park has been exploring the idea of a downtown Zipline for several years; and

WHEREAS, the Downtown Zipline is envisioned to be a dual line 1,400 foot long ecotourism and cultural experience in the heart of downtown Spokane; and

WHEREAS, it will depart from the CSO-26 plaza next to City Hall and land at Redband Park in Peaceful Valley; and

WHEREAS, the City of Spokane is seeking a public partnership arrangement where a private partner would provide capital, build and operate the Downtown Zipline; and

WHEREAS, the proposed site is expected to meet all permitting requirements including those of the Federal Energy Regulatory Commission (FERC) as well as addressing sensitive land use interests; and

WHEREAS, the purpose of the project is to provide increased activation of Downtown Spokane, Riverfront Park and Redband Park as well as provide programming for all ages including opportunities for youth in our community who are economically disadvantaged; and

WHEREAS, the project will build economic strength for lodging, food service, retail and entertainment sectors while serving as a catalyst for recovery of tourism, conventions and trade shows to Spokane; and

WHEREAS, the City has assessed community support and will formulate a community working group to develop a solicitation document and evaluate potential vendors; and

WHEREAS, the eventual vendor will design, permit, fund and operate the Downtown Zipline; and

WHEREAS, community organizations, including Peaceful Valley Neighborhood Council, Riverside Neighborhood Council, Visit Spokane, Spokane Park Board, Spokane Youth Baseball, Downtown Spokane Partnership, Spokane Indians Baseball Club, Spokane Hotel/Motel Association and Avista Utilities have submitted support for the project.

NOW THEREFORE, BE IT RESOLVED that the Spokane City Council supports the Parks Department moving forward with a Request for Proposals (RFP) process to solicit

competitive proposals to formally consider and evaluate factors to measure proposals on the basis of demonstrated competency and qualification.

Passed by the City Council this ____ day of _____, 2022.

City Clerk

Approved as to form:

Assistant City Attorney

Committee Agenda Sheet

Public Infrastructure, Environment, & Sustainability Committee

Submitting Department	4100 Water & Hydroelectric Services
Contact Name & Phone	Kristen Zimmer, 509.625.6573
Contact Email	kzimmer@spokanecity.org
Council Sponsor(s)	Councilmember Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: N/A
Agenda Item Name	Commercial Water Conservation Implementation Services
Summary (Background)	<p>The City's Water department is seeking to target water efficiency strategies among the local commercial sector in accordance with the Water Conservation Master Plan (WCMP). This contract will support development of educational courses and a commercial and industrial certification program, as well as facilitate collaboration with community groups. This work is intended to assist the City in achieving overarching conservation goals as outlined in the WCMP, specifically the KPI for City and Commercial accounts (strategies S4 and S5). Each participating property should achieve a minimum 200,000-gallon annual savings through the assistance of the consultant.</p> <p>On March 9, 2022, Informal Request for Proposals (IRFP) #5595-22 was publicly issued on the City's electronic bidding portal for these services. More than 450 contacts were notified. Two proposals were received by the closing deadline on March 23, 2022 and evaluated by committee. Award is correspondingly recommended to Mimir Water (Deer Park, WA).</p> <p>This contract will be for an initial three-year term with an optional two-year renewal at mutual consent not to exceed a total term of five years. Annual spend is not to exceed \$75,000.00.</p>
Proposed Council Action & Date:	Council Approval, 5/9/2022
Fiscal Impact: Total Cost: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Water Department Conservation Contractual Services Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: None	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? This contract will support a reduction in commercial water use and overall preservation of our local water resources for future generations.	

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

The consultant will collaborate with the top 50 commercial water users and City staff to maximize water use efficiency by conducting audits to identify and implement water efficiency opportunities consistent with the objectives and initiatives in the WCMP.

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

City Water Conservation staff will work directly with the consultant to monitor program success and to implement any changes needed.

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

This contract supports the goals outlined in the WCMP and complies with City Purchasing Procedures.



City of Spokane

PERSONAL SERVICES AGREEMENT

Title: **COMMERCIAL WATER CONSERVATION
IMPLEMENTATION SERVICES**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **MIMIR WATER**, whose address is 819 East C Street, Deer Park, Washington 99006 as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. PERFORMANCE.

The Company shall provide Commercial Water Conservation Implementation Services, in accordance with IRFP 5595-22 issued by the City, and Company's March 21, 2022 Response to Request for Proposal, which is attached as Exhibit B. In the event of a conflict between Company's Response and this City Contract, the terms of this contract will control.

2. TERM OF AGREEMENT.

The term of this Agreement begins on May 2, 2022, and shall run through May 1, 2025, unless amended by written agreement or terminated earlier under the provisions. This Agreement may be renewed by written agreement of the parties for an additional two (2) year contract period, not to exceed a total term of five (5) years.

3. COMPENSATION / PAYMENT.

Total annual compensation for Company's services under this Agreement shall not exceed **SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$75,000.00)** per year, not including applicable tax, payable at the hourly rate contained in Exhibit B, unless modified by a written amendment to this Agreement

The Company shall submit its applications for payment to City of Spokane Water Department, Administrative Office, 914 E. North Foothills Drive, Spokane, Washington 99207. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

4. TAXES, FEES AND LICENSES.

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

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

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

5. CITY OF SPOKANE BUSINESS LICENSE.

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

6. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

7. INDEMNIFICATION.

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

8. INSURANCE.

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

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

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

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

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

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

9. DEBARMENT AND SUSPENSION.

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

10. AUDIT.

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

11. ASSIGNMENT AND SUBCONTRACTING.

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

12. TERMINATION.

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

13. STANDARD OF PERFORMANCE.

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

14. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

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

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

15. ANTI KICK-BACK.

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

16. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.
- B. The Company, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Company shall comply with the requirements of this Section.
- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the

acceptance by the City of any performance by the Company after the time the same shall have become due nor payment to the Company for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Company. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

MIMIR WATER

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Certificate Regarding debarment
Exhibit B – March 21, 2022 Response to IRFP

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

LETTER OF SUBMITTAL

March 21, 2022

Subject: Response to IRFP 5595-22 Commercial Water Conservation Implementation Services

Dear Samantha Johnson:

Mimir Water is pleased to present a proposal to provide implementation services to the City of Spokane Water & Hydroelectric Services department to implement water efficiency strategies among the local commercial sector in accordance with the City's Water Conservation Master Plan (WCMP). This proposal details how Mimir Water will support the development of educational courses, collaboration with community groups, and a commercial and industrial certification program to achieve the WCMP goal of reducing annual water use by 200,000 gallons per participating commercial account. The following proposal provides the strategic approach to achieve this goal in collaboration with City Water Conservation staff.

Mimir Water is a Limited Liability Company operating in the western United States, primarily Washington State. The Mimir Water offices are in Deer Park, WA; however, a significant portion of the work will be conducted at City of Spokane commercial properties. No current or former City employees are, or have been, employed by Mimir Water. Mimir Water will comply with all terms and conditions set forth in IRFP 5595-22.

Sincerely,

Annikki Chamberlain

Annikki Chamberlain
President, Mimir Water LLC
928.910.0149
annikki@mimirwater.com
819 E C ST, Deer Park, WA, 99006

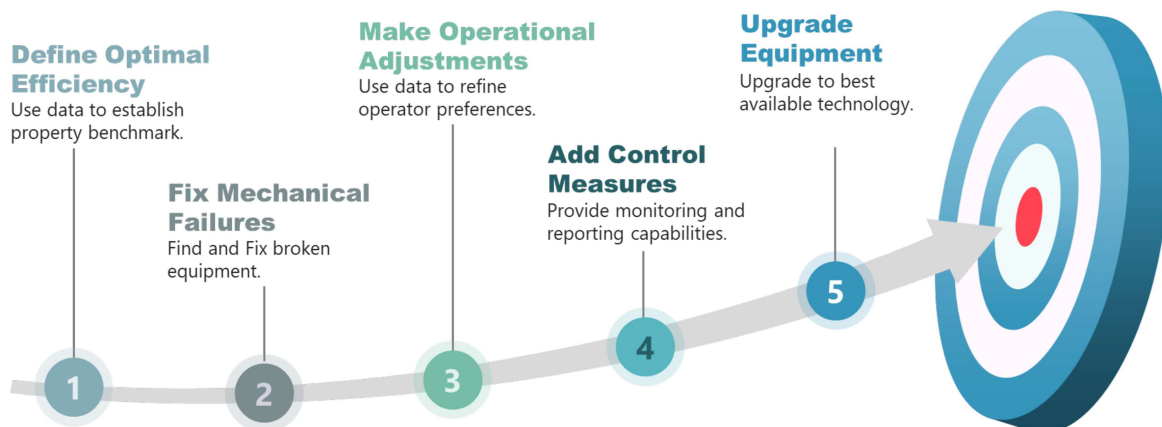
TECHNICAL PROPOSAL

PROJECT APPROACH/METHODOLOGY

The City of Spokane (City) 2020 Water Conservation Master Plan (WCMP) contains a comprehensive suite of incentives designed to increase water efficiency of commercial water accounts. Mimir Water will implement these incentives and provide technical support, as appropriate, to commercial customers using a 5 Step Formula designed to systematically diagnose, treat, and eliminate root-cause water waste issues commonly suffered by commercial water users. The general 5 Step Formula includes:

1. **Define Optimal Efficiency:** Determine optimal operating efficiency and communicate benchmark to relevant stakeholders such as technicians, property managers, staff, etc.
2. **Fix Mechanical Failures:** Find and fix system mechanical components not operating as designed.
3. **Make Operational Adjustments:** Identify operational adjustments that will improve efficiency. These adjustments typically include refining operator preferences such as setpoints, watering schedules, etc., to optimize water use based on available data, industry standards, and best management practices.
4. **Add Control Measures:** Control measures provide ongoing monitoring and reporting capabilities to maintain water efficiency indefinitely as part of normal operations. These measures includes a wide variety of options such as expanding existing operating procedures, adding submeters, establishing reporting systems, etc.
5. **Upgrade Equipment:** Identify opportunities to replace fixtures or controllers to the best available technology.

Mimir Water Efficiency Formula

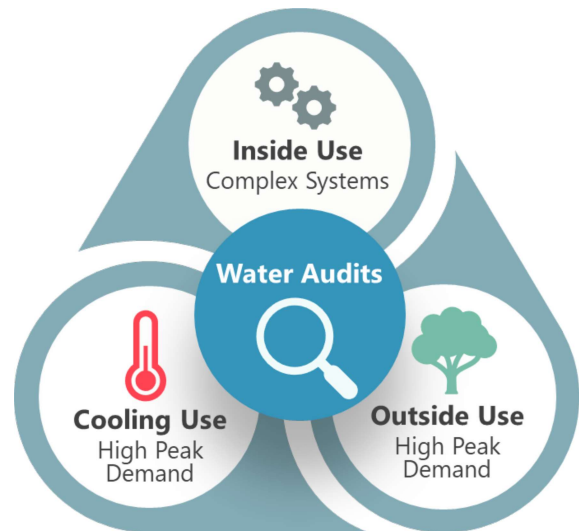


This Mimir Water Formula, centered around in-depth water audits, is refined based on one of three primary water use areas: outside water use, inside water use, and cooling water use.

Outside Water Use: Outside water use, mainly irrigation, is a significant contributor to peak summer water demand. While the US Environmental Protection Agency estimates most properties apply twice as much water as needed to maintain a healthy landscape, evidence suggests that Spokane properties use upwards of triple the water required to maintain healthy landscapes. Reducing outside water waste will reduce peak demand, increase vegetation health, and reduce costs for commercial participants.

Cooling Water Use: Cooling water use is a significant contributor to peak summer water demand and can often account for more than 50% of domestic water use for commercial properties. Usually, cooling equipment operates at a less than optimal level due to the fear of causing mineral scale and/or miscommunication of operating efficiency expectations. Application of the Mimir Water Formula reduces the risk of asset damage while increasing water efficiency.

Inside Water Use: Water use inside buildings can range from simple, such as toilets, to complex, such as steam or filtration systems. The formula is refined based on the equipment and processes on the property.



The Mimir Water Formula will operationalize the commercial program strategies to reduce peak water demand for the City of Spokane while simultaneously delivering value to commercial property operators in the most impactful, cost-effective, and lasting manner. By aligning the priorities of all stakeholders, water efficiency becomes part of operational routines.

Consistent with the WCMP, this scope of work includes developing educational courses, collaboration with community groups, and support for developing a commercial and industrial certification program as described in the following Project Tasks.

WORK PLAN

The following section describes the project requirements and the proposed tasks, services, activities, etc. necessary to accomplish the project's scope defined in IRFP 5595-22, including task assumptions and deliverables.

Task 1: Top 50 Commercial Water Users

Collaborate with top 50 commercial water users to maximize water use efficiency by conducting water efficiency audits to identify and implement water efficiency opportunities consistent with the objectives and initiatives in the WCMP.

- Conduct a preliminary assessment of the top 50 commercial water users based on the following information provided by the City, as available, to:
 - 1-3 years of domestic water use data
 - 1-3 years of irrigation water use data
 - Available local evapotranspiration rates
 - Lot size and landscaped area
 - Cooling tower information
- Conduct an in-depth water efficiency audit for a minimum of 10 accounts selected from the top 50 commercial water users. We will also integrate audit recommendations for commercial properties that are not part of the top 50 users as this promotes local awareness and may include high-profile users.

- Meet with City staff, commercial customers, and relevant stakeholders to review water efficiency audit findings and develop an action plan to implement water efficiency opportunities to bring the equipment into the desired efficiency range.
- Provide continued support to ensure recommendations and projects are implemented and completed as designed.

Assumptions:

- City will provide irrigation water billing data at the highest resolution possible for a minimum of one year.
- City will provide water data, as necessary, to support ongoing monitoring, measurement, and reporting efforts.
- City staff will facilitate initial contact and scheduling with the commercial accounts.

Deliverables:

- Conduct a preliminary water use assessment of the top 50 users.
- Conduct water efficiency audits for 10 of the top 50 commercial water users.
- Provide a water efficiency audit summary report identifying relevant efficiency opportunities and suggested action plan for implementation, including:
 - Equipment upgrades
 - Equipment operation
 - Operational water use
 - Facility water efficiency BMP integration
- Attend a minimum of one follow-up meeting with relevant stakeholders to review water efficiency audit findings and refine action plans to align with property routines and desired outcomes. Perform support tasks to ensure ongoing monitoring, measurement, and reporting.

Task 2: City-Owned Facility Program

Conduct water efficiency audits of five City-owned properties that are not in the top 50 commercial water users to inventory existing equipment and assess water management routines to identify and plan efficiency upgrades consistent with the objectives and initiatives identified in the WCMP.

- Work with City staff to schedule and conduct operational water efficiency audits of City-owned facilities to assess water efficiency of irrigation, cooling tower, and building water use.
- Provide a water-efficiency audit summary report outlining water efficiency opportunities, relevant incentive programs, and an action plan for water management integration with existing facility operational routines. Where necessary, collaborate with facility staff to expand operating routines to include water efficiency considerations.

Assumptions:

- City will provide water billing data at the highest resolution possible for a minimum of one year.
- City Conservation staff will facilitate contact and scheduling with the City-owned facility.

Deliverables:

- Conduct water efficiency audits for a minimum of five City-owned facilities to identify and implement City water efficiency incentives to improve irrigation, cooling tower, and building water use.

- Provide a water efficiency audit summary and action plan identifying relevant efficiency opportunities and implementation strategies, including:
 - Equipment upgrades
 - Equipment operation
 - Operational water use
 - Facility water efficiency BMP integration

Task 3: Education and Outreach

Task 3.1: Provide up to three educational courses for appropriate City staff, the general public, and commercial water account staff, as appropriate.

- Work with City staff to determine the relevant educational courses, such as irrigation efficiency trainings, and provide up to three water efficiency workshops on subject matter agreed upon with City staff and is consistent with Mimir Water subject matter expertise.
- Assumptions: City staff will organize training logistics such as location and schedule.
- Deliverables: Provide up to three educational courses as determined by City staff.

Task 3.2: Support City staff to showcase commercial customers improving water use efficiency, including outreach content material.

- Work with City Conservation staff to publish communication materials recognizing commercial customers for water efficiency efforts and achievements, including case studies, program information, etc. Measures may include written material, speaking engagements, content to be further developed by City staff into social media outreach, etc., to promote awareness of water use efficiency solutions implemented locally, nationally, and globally.
- Assumptions: City conservation staff will manage the main marketing program.
- Deliverables: Develop a minimum of four communication pieces for publication or use in City marketing materials. This material may include giving presentations at local and national conferences.

Task 3.3: *Develop and implement a water-wise or SpokaneScape commercial and industrial certification program.*

- Work with City Conservation staff to establish a commercial certification program to acknowledge commercial customers who are taking action to increase water efficiency.
- Assumptions: We will meet with City staff to discuss the program scope and agree on the program approach and desired outcomes.
- Deliverables: To be determined based on planning meetings with City staff.

Task 3.4: Support City staff collaboration with existing community groups to effectively implement strategies and spread awareness.

- Support the City staff collaboration with local commercial organizations by providing written material, speaking at events, etc., as needed.

PROJECT SCHEDULE

We are committed to delivering the outcomes in this proposal within the proposed timeline and budget. Regular planning meetings will be scheduled with City staff to assess implementation progress and evaluate strategy effectiveness. Program development, implementation, and recruitment will occur over the 12-month contract. Mimir Water will work on program planning, preparation, project implementation, and recruitment during the



winter season to develop implementation opportunities early in the peak water use season. Most water efficiency audits must occur during the summer to evaluate irrigation and cooling tower water use.

Water efficiency projects often have a wide range of implementation requirements and timelines depending on the extent of the project and the internal processes of the commercial account. It is typical for projected water savings to be achieved consistently one to two years after project completion. Mimir Water will evaluate project effectiveness for each facility as projects reach completion. In addition, based on previous experience, a significant amount of time is required to establish contact, communicate, and schedule with commercial customers, especially as a new program gains traction. Due to this, Mimir Water will rely heavily on City staff for much of the initial communication with the commercial accounts. We are committed to working with City staff and commercial customers to make communication and scheduling as efficient as possible.

MANAGEMENT PROPOSAL

PROJECT MANAGEMENT

PROJECT TEAM STRUCTURE/INTERNAL CONTROLS

Annikki Chamberlain, President of Mimir Water, has sole responsibility and accountability for the proposed work tasks. She is the sole member of the project team and will work directly with the City of Spokane staff and all commercial accounts that participate in the program. There are no subcontractors enlisted for the project.

STAFF QUALIFICATIONS/EXPERIENCE

Annikki Chamberlain, President of Mimir Water, will be assigned to this contract and responsible for all deliverables. Annikki has over 15 years of applied experience in water management, including water supply and efficiency, watershed and climate science, wastewater treatment, and water policy. She has served as a water quality field technician, a wastewater treatment plant operator, an environmental engineer, a water educator, a training specialist, a water resource analyst, and a water resource coordinator. Her comprehensive skill set includes applied experience in Smart City applications, benefit-cost analysis, industrial process efficiency, reclaimed water reuse, technical water efficiency training, water resources management and planning, municipal water conservation, water quality, and wastewater treatment.

Annikki has conducted over 100 water audits across many property types, including Fortune 500 Companies, City-owned facilities, schools, restaurants, industrial campuses, grocery stores, large landscapes, residential properties, etc. She has implemented water efficiency programs for three municipal water providers and an industrial manufacturing facility to improve water efficiency and reduce peak water demands. Annikki has assisted and trained hundreds of service providers and water auditors in equipment operation, troubleshooting, and diagnostic analysis using water use data, infographics, and standard operating procedures. Annikki also worked on the international water stage, serving as one of two Experts on the United States Committee that published the International ISO water footprint *standard ISO 14046:2014 Environmental management — Water footprint — Principles, requirements and guidelines standard*.

Annikki has a B.S. in Watershed Science from Colorado State University and an M.S. in Climate Science and Solutions from Northern Arizona University. Appendix A includes a copy of her resume.

EXPERIENCE OF THE FIRM

Mimir Water provides technical services to water providers and commercial properties to eliminate the cost, damage, and environmental impact of water waste. Our technical water expertise centers on optimization of

mechanical and operational water use inside buildings, irrigation systems, cooling towers, and commercial processes. We align relevant water efficiency opportunities with existing management systems to deliver action plans that guide the property into efficiency as part of existing processes. By resolving the water management failure-points common to all commercial facilities, our techniques expand a property's existing routines to include systematic diagnosis, treatment, and elimination of root-cause water waste issues.

Mimir Water President, Annikki Chamberlain, is the sole executor of this contract and brings extensive experience in Environmental Consulting, Water Auditor Training, Water Efficiency Programs, and work with Municipal Water Providers to this project. Please refer to the Staff Qualifications section and resume in Appendix A. Annikki served as a volunteer for City of Spokane Water Resource Collaboration Group in 2020/21, providing expertise in commercial water efficiency strategies. She has implemented water management systems at local businesses as a Solutions Specialist in 2019 and collaborated with City Conservation staff to conduct a water audit on a local elementary school as a training exercise in 2020.

In 2021, Annikki was awarded City of Spokane Contract ORP 2021-0330 to provide technical services for implementation of commercial water use efficiency measures and strategies regarding the Water Conservation Master Plan to achieve the goal of reducing annual water use by 200,000 gallons per participating commercial account. She completed the requirements of the contract and is looking forward to finalizing existing projects in 2022. Program accomplishments include:

1. Conducted 16 water audits for commercial water customers, including landscape watering and cooling system efficiency.
2. Evaluated the water efficiency of 15 City of Spokane Parks using a combination of water budget calculations and field audits.
3. Enrolled 18 commercial properties in the Commercial Water Efficiency Program:
 - Providence Sacred Heart
 - Providence Holy Family
 - Providence St Luke's
 - Kiemle Hagood
 - Wells Fargo Financial Center
 - Washington Trust Financial
 - The Flour Mill
 - Chase Financial Center
 - Riverpoint One
 - Lewis and Clark High School
 - Water Department Sites
 - City of Spokane Fire Department
4. Saved 1.5 million gallons through collaboration with the Spokane Fire Department efficient watering efforts. Station 16 and 17 efforts saved over 900,000 gallons.
5. Enrolled 40 commercial properties in the monthly landscape watering efficiency reporting program Waterfluence.
6. There are 19 active commercial water efficiency projects irrigation and cooling water efficiency, with water savings expected to occur starting in summer 2022.

REFERENCES

CUSTOMERS

Below is a reference list of three (3) customers in the state of Washington utilizing company services.

1. **City of Spokane:** Mimir Water provided technical services in 2021 to implement commercial water use efficiency measures and strategies regarding the Water Conservation Master Plan to reduce annual water use by 200,000 gallons per participating commercial account.

Contact: Kristen Zimmer, City of Spokane Conservation Coordinator
509.625.6573 | kzimmer@spokanecity.org

2. **Providence Ministries Medical Centers:** Mimir Water is currently implementing irrigation and cooling system efficiency projects at three Spokane medical facilities. Please note, Providence facilities are not contracted clients of Mimir Water but are provided services as part of the City of Spokane Commercial Water Efficiency Program.

Contact: Ben Myers, Regional Director, Environment of Care
509.474.3290 | benjamin.myers@providence.org

3. **Kiemle Hagood:** Mimir Water is implementing irrigation and cooling system efficiency projects at 6 Spokane facilities. Please note, Kiemle Hagood facilities are not contracted clients of Mimir Water but are provided services as part of the City of Spokane Commercial Water Efficiency Program.

Contact: Jason Jackson, CPM®, Director of Commercial Management
(509) 755-7585 | jason.jackson@kiemlehagood.com

RELATED INFORMATION

Mimir Water has never had a contract terminated.

COST PROPOSAL

Mimir Water charges \$130 per hour for technical services. It is estimated an average of 48 hours of work per month will be sufficient to accomplish the tasks described in Work Plan; however, actual hours may vary based on season and project status. Fiscal year budget funds are not to exceed \$75,000. A monthly invoice will be provided to the City Conservation Coordinator, including itemized hours dedicated to each task and a work description.

Appendix A: Resume

Annikki Chamberlain
President, Mimir Water™

EDUCATION

2011 M.S. Climate Science & Solutions – *Northern Arizona University*

2008 B.S. Watershed Science – *Colorado State University*

RELEVANT WORK HISTORY/ACCOMPLISHMENTS

President, Mimir Water™, 2020-present

As Founder and President of Mimir Water, Annikki provides technical support to municipal water providers, including City of Spokane, to develop and implement commercial water efficiency programs including conducting water audits, developing staff training materials, community water education and outreach, and long-term water management programs. Annikki also provides water efficiency training, including Water Auditor, Efficient Irrigation, Cooling Tower, and Advanced Systems curriculums.

Water Resource Analyst/Training Specialist, Maddaus Water Management, 2019-2021

Annikki provided technical services support to water providers for water conservation program planning and implementation, including Water Conservation Master Plans, Water Conservation Supply Reduction Forecast models, Drought Plans, Conservation Program Analysis, and sector-specific water use analyses. In addition, Annikki led Commercial Water Auditing workshops focused on commercial water use, including technical evaluation of irrigation systems, cooling towers, and building water use for five water providers.

Solutions Specialist, APANA Inc., 2019

Annikki worked closely with APANA staff to develop and deploy enterprise-level water management programs at large organizations. Annikki led integration efforts in a public/private partnership city demonstration project that successfully demonstrated cooling tower and building efficiency improvements. She performed site surveys to determine water meter installation and data integration logistics in a wide range of commercial facilities.

Water Conservation Specialist, Town of Gilbert, Arizona, 2016-2019

Annikki conducted residential, commercial, industrial, and institutional water efficiency audits. For CII customers, she provided analytical reports of water audit findings and recommendations. She also conducted data analysis, validation, and statistical analysis to assess the effectiveness of conservation programs.

Water Resource Coordinator, City of Prescott, Arizona, 2014-2016

Annikki supported the Water Resource Manager to develop short- and long-term water management policies, managing the municipal water resource portfolio, securing future water resources, completing Arizona Department of Water Resources reporting requirements, and optimizing Public works operating procedures. She also managed the City of Prescott Water Conservation Program.

Environmental Process Lead, SCA Tissue, Flagstaff, Arizona, 2011-2014

Annikki managed the Environmental Department for regional operations (2 facilities, 225 employees), including department staff supervision, environmental regulatory compliance, and operation of 2 onsite wastewater treatment plants. She developed and implemented an ISO 14001 Environmental Management System and delivered environmental training for regional staff and national counterparts. Annikki collaborated with experts to conduct the first Life Cycle Assessment of tissue products for SCA North America. In addition, Annikki collaborated with the City of Flagstaff to improve the management of reclaimed water and wastewater discharge.

Committee Agenda Sheet

Public Infrastructure Environment and Sustainability Committee

Submitting Department	Fleet Services
Contact Name & Phone	Rick Giddings
Contact Email	rgiddings@spokanecity.org
Council Sponsor(s)	Breean Beggs
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Purchase of Ford F150 EV
Summary (Background)	<p>Fleet would like to purchase one of the 2022 Ford F150 Lightning EV pickups that was ordered for Police prior to the order deadline. Total cost including tax is \$55,717.40. Police will substitute the Lightning with an additional Ford Mach-E or equivalent vehicle that is likely to arrive sooner.</p> <p>Fleet will use the vehicle in many ways:</p> <ul style="list-style-type: none"> - EV testing across many departments and intended uses. - Evaluating energy usage, charging speeds, towing and hauling capacity etc. - As an electric rental/pool vehicle to cover temporary vehicle shortages. <p>This vehicle will replace a pool vehicle that has reached the end of its economic life. There is adequate budget for pool vehicle replacement in the Fleet Replacement Fund to cover the purchase.</p>
Proposed Council Action & Date:	Approve Purchase – May 9, 2022
Fiscal Impact: Total Cost: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? None Identified	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? No Data Collected	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Usage and financial data will be gathered and analyzed as departmental testing progresses.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Meets Sustainability and Capital Improvement goals.	

Martinez, Micaela

From: NOREPLY@des.wa.gov
Sent: Thursday, March 31, 2022 1:59 PM
To: Martinez, Micaela
Cc: sean.hoffert@des.wa.gov
Subject: Vehicle Quote - 2022-3-507 - SPOKANE, CITY OF - 23210

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Vehicle Quote Number: 2022-3-507 [Create Purchase Request](#) [View organization purchase requests](#)

This is a **quote** only. You must create a purchase request to order this vehicle(s)

Contract & Dealer Information

Contract #: 05916	Dealer Contact: Kathleen Brennan
Dealer: Bud Clary Ford/Hyundai (W403)	Dealer Phone: (360) 423-4321 Ext: 7183
700 7th Avenue	Dealer Email: ford.orders@budclary.com
PO Box 127	
Longview WA 98632	

Organization Information

Organization: SPOKANE, CITY OF - 23210
Email: mmartinez@spokanecity.org
Quote Notes: SPD-3rd Vehicle
Vehicle Location: SPOKANE CITY

Color Options & Qty

Oxford White (YZ) - 1

Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2022-0826-001	2022 Ford F150 Lightning, Battery Electric Vehicle (BEV)	1	\$38,240.00	\$38,240.00
2022-0826-002	INFORMATION ONLY: Bud Clary Ford offers a \$300 prompt payment discount if payment is made within 20 days of vehicle delivery.	1	\$0.00	\$0.00
2022-0826-003	INFORMATION ONLY: Bud Clary Ford CARS Cancellation Fees: NO fee to cancel order if vehicle has not been scheduled for production and is able to be cancelled at factory. \$500 cancellation fee if vehicle has been serialized and is locked in for production by manufacturer. \$750 cancellation fee if vehicle has been delivered to customer and must be picked up by dealer and re-stocked into inventory. Absolutely NO cancellation if customer has licensed/registered vehicle. Upfits/Equipment ordered for vans, trucks, chassis cabs and police/fire vehicles will have a 10-30% re-stocking fee; custom bodies cannot be cancelled.	1	\$0.00	\$0.00
2022-0826-004	INFORMATION ONLY: Please contact dealership to request Ford Police Modifier's Bulletin P-034 if you will be adding aftermarket equipment (lightbars, sirens, spotlights, etc.)	1	\$0.00	\$0.00
2022-0826-005	INFORMATION ONLY: 03/04/22 Ford Charge Station Pro is no longer available on fleet orders. Extended Range Battery price includes \$1,295.00 credit.	1	\$0.00	\$0.00

2022-0826-010 Ford F150 Lightning, Battery Electric Vehicle (BEV), 4WD, PRO Trim Level, Crew Cab, 145in Wheelbase, 5.5ft bed, Dual eMotors, 98kWh Usable Capacity Standard Range High-Voltage Battery (targeted EPA-Estimated Range 230 miles), Mobile Power Cord (120V/240V), 8250# GVWR, 275/65R 18in All-Terrain Tires, Full-Size Spare Tire, Rear eLocking Axle, Class IV Hitch (W1E/110A/145WB/99L/44L/TTVS) -- THIS IS THE BASE VEHICLE -- Please refer to Vehicle Specification for complete description.	1	\$0.00	\$0.00
2022-0826-011 Dual eMotor - Extended Range Battery (131 kWh Usable Capacity) (Targeted EPA-Estimated Range 300 miles) (8550# GVWR) (Targeted peak power (hp/kW) 563/420) (Onboard charger power (input/output) 19.2 kW/17.6 kW) (03/04/22 Ford Charge Station Pro is no longer available on fleet orders. Price includes \$1,295.00 credit.) (99V/86V)	1	\$9,305.00	\$9,305.00
2022-0826-012 Back-up Alarm System (85H)	1	\$154.00	\$154.00
2022-0826-013 Daytime Running Lights (DRL) (replaces on/off cluster controllable standard DRLs) (942)	1	\$48.00	\$48.00
2022-0826-016 PRO Trim Level ONLY: Tow Technology Package (Includes Forward Sensing System, Pro Trailer Backup Assist, Trailer Brake Controller, Smart Hitch, On-Board Scales, Smart Trailer Tow Connection, Trailer Reverse Guidance) (If ordered w/ PRO Level, also inc. 360-Degree Camera, manual-folding sideview mirrors w/ power glass, heat, turn signal and LED sideview mirror spotlights) (17V)	1	\$2,067.00	\$2,067.00
2022-0826-018 Tailgate Step (inc. Tailgate Work Surface) (63T)	1	\$456.00	\$456.00
2022-0826-204 Floor Mats, HD Rubber Molded, Front (Weather Tech) (DLR)	1	\$120.00	\$120.00
2022-0826-205 Floor Mats, HD Rubber Molded, Rear (Weather Tech) (DLR)	1	\$100.00	\$100.00
2022-0826-206 Mud flaps, Front (DLR)	1	\$75.00	\$75.00
2022-0826-207 Mud Flaps, Rear (DLR)	1	\$75.00	\$75.00
2022-0826-208 Flare Kit, 3-piece triangle with storage box, for roadside emergency use (DLR)	1	\$60.00	\$60.00
2022-0826-209 Fire Extinguisher, 2.5# Dry Chemical ABC Rated w/ Mounting Bracket, uninstalled (DLR)	1	\$40.00	\$40.00
2022-0826-210 Undercoating (Wheel Wells Only) (DLR)	1	\$125.00	\$125.00
2022-0826-217 SPRAY-IN Bedliner (Line-X) (DLR)	1	\$535.00	\$535.00

Quote Totals

Total Vehicles:	1
Sub Total:	\$51,400.00
8.4 % Sales Tax:	\$4,317.60
Quote Total:	\$55,717.60

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability

Submitting Department	ITSD
Contact Name & Phone	Michael Sloon
Contact Email	msloon@spokanecity.org
Council Sponsor(s)	CM Michael Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 4/25/2022
Agenda Item Name	CompuNet Value Blanket
Summary (Background)	The City of Spokane makes large purchases of Cisco network hardware and professional services from CompuNet for the Network Re-Architecture program and other equipment upgrades. Upcoming purchases include upgrades to switches, identity security appliances, phone servers and firewalls. All purchases will utilize WA state contract # 05819 and/or NCPA Contract # 01-107 that include pricing advantages for government entities. Total Value Blanket funds will be \$350,000. The length of term will be May 1, 2022, to April 31, 2023.
Proposed Council Action & Date:	Final Pass May 9, 2022
Fiscal Impact: Total Cost: \$350,000 Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? N/A	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? All network infrastructure performance issues and outages are routinely tracked and managed. ITSD also routinely evaluates the effectiveness of the incumbent vendor and analyzes other vendors' solutions for improvements and cost advantages over the current solution.	

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

This service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service by providing a stable, current, redundant and resilient network infrastructure.

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability

Submitting Department	Innovation and Technology Services Division
Contact Name & Phone	Michael Sloon, 625-6468
Contact Email	msloon@spokanecity.org
Council Sponsor(s)	CM Michael Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 4/25/2022
Agenda Item Name	Contract for Technical Services for PMO and ITSD Projects
Summary (Background)	The PMO and ITSD currently manages several projects that occasionally require augmentation to City resources. Specific contracting needs will be in the areas of Project Management, Business Analysis, Software Development and Infrastructure support. Arch Staffing & Consulting was a successful bidder under RFP 5435-21 to be contracted for various PMO and ITSD projects. Term is May 1, 2022 – April 30, 2024.
Proposed Council Action & Date:	Pass Council on May 9, 2022
Fiscal Impact: Total Cost: \$150,000 per year Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Various Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts:	
Operations Impacts	
What impacts would the proposal have on historically excluded communities?	
Not applicable – annual software maintenance	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
Not applicable – annual software maintenance	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
Not applicable – annual software maintenance	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?	
This service aligns with the Sustainable Resources strategic initiative based on sound financial objectives, and quality customer service in support of PMO and ITSD projects.	

Committee Agenda Sheet

[PIES: Public Infrastructure, Environment, and Sustainability Committee]

Submitting Department	Public Works Division / Integrated Capital Management
Contact Name	Engineering Services for Water Model Analysis and Support
Contact Email & Phone	bfredrickson@spokanecity.org & 625-6008
Council Sponsor(s)	Council President Breean Beggs
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Innovative Infrastructure
Summary (Background)	<p>As the City makes forward progress on the Draft Water System Plan (WSP) required by Washington State Department of Health, the planned for additional modeling support is needed at this time. The MRSC roster through the City's procurement program for Architect & Engineering Services was used to choose a consultant to assist City staff in this work. Two proposals were received. A selection committee of City staff rated and ranked the proposals and negotiated with the top consultant.</p> <p>The City's data regarding the water system and the water systems' ability to serve water per regulation requirements is used during the modeling process. This is a complex model with a large amount of data that will be processed. The results of the model will ultimately be used to determine system needs and new capital facilities.</p>
Proposed Council Action & Date:	Approval of contract with Murraysmith Corporation
Fiscal Impact: Total Cost: <u>\$200,000 over two years</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts What impacts would the proposal have on historically excluded communities? <p>Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans and within the water model analysis. We recognize the need to maintain affordability and predictability for utility customer that is both financially and environmentally responsible. This item supports the operations of Public Works.</p>	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	

This is a public works contract will be used to address equitable water service and will automatically “right” disparities. The work within the contract will support the review of climate change and its impact to the water system which tends to affect low-income level or other existing disparity factors.

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

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

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

This project is consistent with our draft WSP, Link Strategies, Future Flow projection project and adopted six year programs as well as the annual budget and strategic initiatives to advance water system maintenance activities.

Committee Agenda Sheet

Public Infrastructure Environment and Sustainability Committee

Submitting Department	4500 - Solid Waste Collection
Contact Name & Phone	Chris Averyt/509.625.6540
Contact Email	caveryt@spokanecity.org
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Purchase of three Johnny Jaws™ Systems for Solid Waste Trucks
Summary (Background)	<p>The Solid Waste Collection Department owns, maintains and operates a collection of front-load and rear-load dumpsters and compatible trucks. Commercial recycling has utilized rear-load style dumpsters since the implementation of that service in 1992. As a pilot, the department would like to purchase three (3) Johnny Jaws Systems in an effort to improve operation efficiencies.</p> <p>This aftermarket attachment enables front-load trucks to service both front and rear-load dumpsters which streamlines fleet and uses up existing equipment. It reduces the need for two person routes, multiple routes driving the same course, and saves time by keeping the driver in the truck cab in most situations. This system reduces potential injuries by eliminating the need to maneuver heavy dumpsters to line up with the back of a truck.</p> <p>RFQ #5628-22 was issued for the purchase, certified installation and operator training of three (3) Johnny Jaws systems. One responsive bid was received from SWS Equipment Inc.</p>
Proposed Council Action & Date:	Consent Approval on 04/25/2022
Fiscal Impact: Total Cost: <u>\$59,850.00 (plus tax)</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Solid Waste Collection's Operating Budget Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) Solid Waste Collection generates revenue through utility rates.	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? N/A	

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

N/A

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

The Johnny Jaws System will be installed on three (3) trucks with designated routes. These routes will be observed for improved efficiencies such as the number of stops collected per day, time per stop and total time on route. This data can be compared on a shorter term basis. Data such as the potential reduction of On-Job-Injuries will need to be compared over a longer term and looked at on a case-by-case basis.

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

This purchase aligns with the City's Capital Improvement Program as the department looks ahead at future fleet needs. If this pilot is successful, it may eliminate or reduce the need to purchase rear-load trucks in the future.

This also meets the goals of the Comprehensive Plan CFU 1.1 Level of Service and CFU 1.2 Operational Efficiency by working to offer the best service while maintaining fiscal responsibility.



SWS Equipment, LLC.

6515 E Nixon Ave, Spokane Valley, WA 99212

All Correspondence remit to: P.O. Box 13040, Spokane, WA 99213

509-533-9000 1-800-892-7831 F 509-533-1050

www.swsequipment.com

QUOTE

Quote #: AAAQ6133-A

Date: 04/01/22

Sales Rep: Paul Cochran

FOB: Spokane WA

Ship Via: ORIGIN

Est. Ship Date: as scheduled

Terms: NET 30

Quote To:

City of Spokane
Jim Tieken & Adam Russell
915 N. Nelson
Spokane WA 99202
509-625-7888

Ship To:

SWS Equipment, LLC
6515 E Nixon
Spokane Valley WA 99212
509-625-7888

We are pleased to propose the following for your consideration

Qty	Description	Unit Price	Ext. Price
	Installation on (3) City of Spokane Front Load Refuse Trucks		
3.0	Johnny Jaws TM with Can Cushion Technology TM FEATURES INCLUDE: <ul style="list-style-type: none">o Engineeringo Two (2) patented F-bracketso Two (2) industrial-strength custom air cylinders.o Two (2) cylinder guards.o Two (2) heavy-duty air cushions.o Two (2) trunnion bar latches.o Two (2) toggle switches to the power system (i.e. air cylinders & cushions from inside the cab)o Two (2) can cushion guardso One (1) lot: spacers and/or mounting blocks (as required)o One (1) lot: air tubing, regulator, and fittingso One (1) lot: all required high-strength fasteners and hardwareo Standard paint package This product MUST be used exclusively on industry-standard, ANSI compliant, rear-load containers that are no larger than 4 cubic yards in volume by ANSI compliant front-load trucks	\$18,500.00	\$55,500.00
3.0	Installation by SWS	\$800.00	\$2,400.00
3.0	Travel & Training by Certified Factory Intaller	\$650.00	\$1,950.00
3.0	Shipping to Spokane, WA		
3.0	Project Management by Paul Cochran		
	Running SubTotal		\$59,850.00
	NOT INCLUDED IN TOTAL - Sales Tax: \$1,775.55 Each \$5,326.65 Total Spokane Valley Code 3213 @ 8.9% Based on Rates as of 04-07-2022 Subject to current rates at time of invoice		
	Order Total		\$59,850.00

NOTE: Johnny Jaws Price Increase Effective June 1st 2022

QUOTE VALID FOR 10 DAYS

PRICING IS SUBJECT TO CHANGE BASED ON CURRENT MATERIALS AND AVAILABILITY
APPLICABLE SALES TAX NOT INCLUDED UNLESS OTHERWISE NOTATED - AMOUNT BASED ON FINAL INVOICE DATE
ANY IMPLIED WARRANTY AS PER MANUFACTURER'S STANDARD WRITTEN WARRANTY
PAYMENT DUE UPON COMPLETION OF WORK OR AS SPECIFIED ABOVE

Due to a high level of uncertainty with regards to pricing changes from our vendors and the freight industry, the price and freight charges on this document may be adjusted prior to shipping.

Signature: _____ Printed Name: _____ Date: _____



STATEMENT OF PRODUCT PERFORMANCE

JOHNNY JAWS NORTH AMERICA, LLC

461 Cochran Road #131

Pittsburgh, PA 15228

Phone: 412-853-8009

US PATENT 8,388,036 B2

WWW.JOHNNYJAWS.COM

The Johnny Jaws™ system is a patented, aftermarket attachment that has been designed and engineered for installation on the vast majority of Front-load refuse truck designs and enables servicing of both Front and Rear-load commercial refuse containers.

The system is installed near the fork tube bumper areas of the truck's front-forks and enables the truck driver/operator to remain in the cab, in most cases, while servicing each:

- All ANSI Z245.60 Standard one (1) to three (3) cubic yard rear-load containers
- Most four (4) cubic-yard Rear-load containers
- All standard Front-load containers

The Johnny Jaws™ system can normally be installed at the customer's site in less than one (1) day and the driver /operator and mechanics trained and certified in its operation and service within one (1) to two (2) days as required.

SPECIAL NOTE

The Johnny Jaws™ system will function as specified above, provided the driver/operator utilizes it as certified by the Johnny Jaws installer/trainer.

The Johnny Jaws™ system has been engineered to match the maximum lifting capacity of the host truck fork systems.

However, to avoid container damage, we DO NOT recommend lifting any containers that exceed the maximum loaded container weights established by your respective container manufacturers. In addition, we DO NOT recommend servicing any plastic containers with the Johnny Jaws system.

Committee Agenda Sheet

Public Infrastructure Environment and Sustainability Committee

Submitting Department	4500 - Solid Waste Collection
Contact Name & Phone	Chris Averyt/509.625.6540
Contact Email	caveryt@spokanecity.org
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Value Blanket Order for Lock Bars for Solid Waste Dumpsters
Summary (Background)	<p>Commercial solid waste customers may request a “lock bar” for front-load style dumpsters to provide some security while their dumpster is left unattended. Lock bars help prevent the theft of sensitive documents, keep dumpster contents from being rummaged through or becoming litter and protects the transient population from taking shelter or sleeping inside. Additionally, customers with lock bars tend to see less illegal dumping in and around their dumpsters.</p> <p>RFQ #5619-22 was issued with one response received from Serious Lock. Solid Waste Collection has purchased lock bars for many years and has been highly satisfied with the lock bars received from this vendor. This value blanket order will allow the department to keep an adequate inventory of lock bars in stock for new requests and occasional replacements.</p> <p>The current bid price is firm for six (6) months with a provision that the vendor can submit a written request for a price adjustment every six (6) months to allow for escalations in the steel market. The total amount requested for the five (5) year term includes additional funding to allow for price increases and account growth.</p> <p>There is a one-time fee billed to commercial customers requesting a lock bar. This fee offsets the lock bar purchase and labor costs to have the lock bar installed at the City Weld Shop.</p>
Proposed Council Action & Date:	Consent Approval on 04/25/2022
Fiscal Impact: Total Cost: <u>Not to exceed \$72,000 (including tax) for the five year term. Purchased as needed.</u>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Solid Waste Collection’s Operating Budget	
Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.) Solid Waste Collection generates revenue through utility rates. There is a one-time fee to the customer for a lock bar which helps offset the costs.	
Operations Impacts	

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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


Expenses are tracked through FMS. This is a value blanket contract with purchases made as needed throughout the year based on customer needs and current inventory. Correspondence from customers and certain groups, such as the Downtown Partnership, provide feedback if there are issues. Solid Waste Collection has used different lock bars in the past and these seem to be the most durable in the field. If there was increase in the need to replace damaged or broken lock bars, it would warrant a re-evaluation of the product and its use.

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

This purchase aligns with SMC 13.02.0200 Universal Service by the City, SMC 1302.0202 Compulsory Service and SMC 13.02.0340 Customers Must Use Only Approved Containers. These ordinances require that occupied properties within the city limits accept and pay for solid waste removal provided universally by the city. The city provides its customers solid waste dumpsters that are compatible with collection trucks. This provides an option to secure contents.

This purchase also helps enforce SMC 13.02.0216 Taking of or Snooping in Garbage or Recyclables Prohibited and 13.02.0218 Theft of Collection Service Prohibited. These ordinances prohibit the unauthorized removal of discarded items from solid waste receptacles and bans the unauthorized use of solid waste receptacles without permission from the owner and/or occupant.



CITY OF SPOKANE		Purchasing		Serious Lock
		CITY OF SPOKANE - Solid Waste Collections 915 N Nelson Street, Spokane WA 99202 PHONE 509 625 6527		
RFQ 5619-22 Locking Bars for Refuse Container - Value Blanket				
Item		Qty	Unit Price	Extended Price
Lock Bars for Refuse Containers as specified in Technical Specifications (Attachment 1)		700	\$70.60	\$49,420.00
Shipping (All freight charges shall be the responsibility of the winning supplier.) 915 N. Neslson, Solid Waste Collections, Spokane WA 99202				
Subtotal			\$49,420.00	
Estimated Sales Tax **or** USE Tax Amount to be incurred based on Tax Rate of 9%			\$4,447.80	
Extended Total			\$53,867.80	

Serious Lock S-Series Lock Bar



Committee Agenda Sheet

Public Infrastructure, Environment and Sustainability

Submitting Department	Solid Waste Disposal
Contact Name & Phone	David Paine, 625-6878
Contact Email	dpaine@spokanecity.org
Council Sponsor(s)	CM Lori Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Sheet metal purchase for boiler skin repairs at the WTE Facility
Summary (Background)	<p>The Waste to Energy Facility consists of two natural gas-fired boilers, operating 24 hours per day, 7 days per week. Due to the harsh operating environment of the boilers, the skin is need of replacement in several areas to maintain furnace integrity.</p> <p>A purchase of 69 sheets of SA387 Grade 22 Class 2, 3/16"x48"x96" steel is needed to complete a comprehensive replacement of the boiler skin. On March 25, 2022 bidding closed on RFQ 5615-22 for the purchase of the needed sheet metal. Three responses were received; ConServ Company (Houston, TX), Krueger Sheet Metal (Spokane, WA) and Finnoe Design, LLC. (Spokane, WA). Krueger Sheet Metal is the low-cost bidder for a total cost of \$69,986.57 including tax and delivery.</p>
Proposed Council Action & Date:	Committee consent to proceed on 4/25/2022.
Fiscal Impact:	Total Cost: <u>69,986.57</u>

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

Funding Source ☐ One-time ☒ Recurring

Specify funding source: 2022 SWD Budget

Expense Occurrence ☒ One-time ☐ Recurring

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

Operations Impacts

What impacts would the proposal have on historically excluded communities?

N/A

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

N/A

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

This purchase following the competitive bidding process, choosing the low bidder.

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

This purchase supports effort to maintain the WTEF at the highest operational efficiency and always with safety in mind. This material supports the sustainability efforts of the WTEF and the City.

Committee Agenda Sheet

[COMMITTEE]

Submitting Department	CHHS
Contact Name & Phone	Jenn Cerecedes
Contact Email	jcerecedes@spokanecity.org
Council Sponsor(s)	
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	YAHP Amendment
Summary (Background)	<p>This request is for an amendment which will be retroactive effective January 1st 2022. YAHP (Young Adult Housing Program funds operations, facilities, and administration costs for the VOA Bridge Housing Program. This agreement will extend the current contract through June 30th 2022. Prior to the end of this amendment the YAHP funds will be added to the Youth Homelessness Demonstration Project (YHDP) RFP to disperse the remaining funds.</p>
Proposed Council Action & Date:	Please approve this Amendment and the award of \$69,134 to VOA
Fiscal Impact: Total Cost: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Young Adult Housing Program (YAHP). The current grant cycle goes through 2023, we do expect the ability to renew Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? The YAHP bridge housing program serves youth with a focus on inclusion of QTBIPOC youth.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? CMIS will be the database for collecting and reporting on these funds.	

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

Review of financial data and program outcomes will be used to improve the effectiveness of the program.

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

This proposal aligns with the 5 year strategy to end homelessness.



COMMUNITY, HOUSING, AND
HUMAN SERVICES DEPARTMENT
808 W. SPOKANE FALLS BLVD.
SPOKANE, WASHINGTON 99201
FAX 509.625.6325
FAX 509.625.6315

April 4, 2022

Bridget Cannon
Volunteers of America of Eastern WA and Northern ID
525 W 2nd Ave
Spokane, WA, 99201
bcannon@voaspokane.org

RE: OPR 2019-0828 Contract Amendment Request

Dear Bridget,

This letter is in response to the contract amendment request submitted for the YAHP – Bridge Housing Program. The requested revision, as detailed below, is approved and will be retroactively effective as of January 1, 2022.

2019-0828 - YAHP Budget Extension – 1/1/22-6/30/22

Bridge Housing Program – 1/1/2022-6/30/2022	
Operations	\$36,901.00
Facilities Costs	\$28,234.00
Administration	\$3,999.00
<i>Subtotal</i>	<i>\$69,134.00</i>

Please feel free to contact me with any questions you may have regarding this letter or your award.

Sincerely,

Devin Biviano, Program Professional, Homelessness Services
Community, Housing, and Human Services Department



City of Spokane

AGREEMENT AMENDMENT B

Title: Bridge Housing Program

This Agreement Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **Volunteers of America of Eastern Washington and Northern Idaho**, whose address is 525 West Second Avenue, Spokane, Washington 99201 ("GRANTEE").

WHEREAS, the parties entered into an Agreement wherein the GRANTEE agreed to administer for the City the Bridge Housing Program; and

WHEREAS, additional time is required, and thus the original Agreement time for performance needs to be formally extended by this written document; and

WHEREAS, a change or revision of the work has been requested, an extension to the Agreement so that the City may complete a Request for Proposal and Review Process ("Process") in order to enhance the delivery of services through the Program and the Process cannot be thoughtfully conducted prior to the expiration of the Agreement, thus the original Agreement needs to be formally Amended by this written document; and

WHEREAS, funds made available under the 2019-2021 Washington State Department of Commerce Office of Homeless Youth Core & Anchor Community Initiative Programs, Grantor Award # 20-46312-203, Total Award \$889,125.00, issued on July 22, 2019 (OPR 2019-0529), for funds made available from July 1, 2019 through June 30, 2021 that were not spent have expired and shall be deobligated from this Agreement; and

WHEREAS the funding for this Amendment A is awarded under the 2021-2023 Washington State Department of Commerce Office of Homeless Youth Core Programs, Grantor Award #22-46312-203, Total Award \$889,125, issued on July 19, 2021 (OPR 2021-0478); and

WHEREAS, the parties desire to increase funding and modify the corresponding Project budget and to supplant the original Agreement billing form Attachment referenced as part of the original Agreement documents; and

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

1. CONTRACT DOCUMENTS.

The original Agreement, dated September 24, 2019, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Agreement Amendment shall become effective on January 1, 2022.

3. EXTENSION.

The Agreement documents are hereby extended and shall run through June 30, 2022.

4. AMENDMENT.
SECTION NO. 3 – BUDGET.

Category	Amount
BRIDGE HOUSING PROGRAM – 7/1/2019-6/30/2021	
Operations	\$86,076.79
Facility Support	\$99,860.21
Administration	\$17,925.22
<i>Subtotal</i>	<i>\$203,862.22</i>
BRIDGE HOUSING PROGRAM – 7/1/2021-12/31/2021	
Operations	\$36,901.00
Facility Support	\$28,234.00
Administration	\$3,999.00
<i>Subtotal</i>	<i>\$69,134.00</i>
TOTAL	\$272,996.22
BRIDGE HOUSING PROGRAM – 1/1/2022-6/30/2022	
Operations	\$36,901.00
Facility Support	\$28,234.00
Administration	\$3,999.00
<i>Subtotal</i>	<i>\$69,134.00</i>

Unspent funds for years one (1) and two (2) were de-obligated by Commerce as indicated above, and funds for this Amendment B shall be available to the GRANTEE January 1, 2022 through June 30, 2022.

Any amendments to the budget, including additions or deletions of eligible costs or activities, must be requested in writing by the GRANTEE and shall be submitted to the CITY's Contract Representative. If approved, the CITY will notify the GRANTEE in writing. **Budgeted amounts shall not be shifted between categories or programs without written approval by the CITY** and any costs for over and above the amount awarded by the CITY shall be the responsibility of the GRANTEE. Requests for amendments to the budget must be submitted in writing as set forth in Section No. 7, paragraph H of this Agreement.

Budget - YAHP - 2019-0828 - Bridge Housing - 1/1/22-6/30/22

Program Operations	
Salaries & Benefits	35,832
Professional Services	150
Equipment and Supplies	100
Office Space	63
Office Utilities	63
Travel	250
Insurance	63
Recruitment	100
Support Services	280
Total Program Operations	36,901
Facilities Support	
Lease or Rent Payments	26,734
Other Building Costs	1,500
Total Rent Assistance	28,234
	Sub-total
Administration	
Administration	3,999
Total Administration	3,999
	Total
	69,134

Category	Amount
BRIDGE HOUSING PROGRAM – 7/1/2019-6/30/2021	
Operations	86,077
Facility Support	99,860
Administration	17,925
Subtotal	203,862
BRIDGE HOUSING PROGRAM – 7/1/2021-12/31/2021	
Operations	36,901
Facility Support	28,234
Administration	3,999
Subtotal	69,134
TOTAL	272,996
BRIDGE HOUSING PROGRAM – 1/1/2022-6/30/222	
Operations	36,901
Facility Support	28,234
Administration	3,999
Subtotal	69,134

Committee Agenda Sheet

Public Infrastructure, Environment, and Sustainability Committee

Submitting Department	Community, Housing, and Human Services
Contact Name & Phone	George Dahl, 625-6036
Contact Email	gdahl@spokanecity.org
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: NA
Agenda Item Name	Ridpath Club Apartments Resubordination Request
Summary (Background)	<p>The bank loan for the Ridpath Club Apartments will be refinanced with a new loan. Bellwether Enterprise Real Estate Capital, LLC and its underwriter are seeking mortgage insurance pursuant to Section 223(f) of the National Housing Act for the refinance of the Ridpath Club Apartments. Other lenders, including the City of Spokane, are currently subordinate to the current loan. Subordinate lenders have been asked to resubordinate their interests to the new loan.</p> <p>The existing loan with Chase Bank is \$8,196,294 (est as of 5/1/2022) with an interest rate of 5% and debt service of \$501,728/yr. It is due in full in August 2059 and is secured by a first deed of trust and the assignment of rents and leases, as well as other agreements and guarantees.</p> <p>The proposed loan is \$8,435,000 with an estimated rate of 3.30% and debt service of \$416,249, for a savings of \$85,470 in debt service per year.</p> <p>The new loan is greater than the prior loan as it pays off the old loan, covers loan costs, establishes a replacement reserve, and provides \$120k for repairs needed within the next year to meet HUD standards. No funds are going to the owners. The interest rate will be fixed at a later date, but currently the rate would be 2.95%, plus 0.35% mortgage insurance premium (MIP), (or 3.30% all in), fixed for 35 years (420 months). The monthly payment will be \$32,227 for principal and interest, or \$34,687 for principal, interest, and MIP.</p> <p>The fair market value appraisal by Butler Berger Group, a HUD-approved appraiser, gave a appraised value of \$25,800,000.</p> <p>The City's \$1,750,000 loan was made in May 2017 and used miscellaneous revenue from loan repayments from the (closed) federal Rental Rehabilitation Program. The interest rate is 5.75% and the loan matures on 7/1/2042. The loan is subordinate to the bank financing and a \$3,500,000 loan from WHSFC. Payments are deferred until there is surplus cash, which will be paid to creditors in a specified order. When available, the City and WSHFC will split annual payments for the same tier. As of 12/31/21, the accrued interest on the City's loan was \$514,067.</p> <p>See also: RES 2017-0031 and OPR 2017-0302</p>
Proposed Council Action & Date:	Support Ridpath Club Apartments Resubordination Request at the April 25, 2022, PIES Committee Meeting

Fiscal Impact:

Total Cost: No new, or additional costs are tied to this request.

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

Funding Source ☐ One-time ☐ Recurring

Specify funding source:

Expense Occurrence ☐ One-time ☐ Recurring

Other budget impacts: (revenue generating, match requirements, etc.): None

Operations Impacts

What impacts would the proposal have on historically excluded communities?

NA

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

NA

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

NA

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

This request supports past funding commitments and the preservation of existing affordable housing units located within the City of Spokane.

Committee Agenda Sheet

[COMMITTEE]

Submitting Department	CHHS
Contact Name & Phone	Jenn Cerecedes
Contact Email	jcerecedes@spokanecity.org
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	ACI SOS Amendment
Summary (Background)	<p>This request is for an amendment which will be retroactive effective January 1st 2022. SOS ACI-InREACH funds operations, facilities, diversion, and administration costs for VOA. This agreement will extend the current contract through June 30th 2022. Prior to the end of this amendment the SOS ACI funds will be added to the Youth Homelessness Demonstration Project (YHDP) RFP to disperse the remaining funds.</p>
Proposed Council Action & Date:	Please approve this Amendment and the award of \$112,659 to VOA
Fiscal Impact: Total Cost: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: SOS ACI- The current grant cycle goes through 2023, we do expect the ability to renew. Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? The VOA InReach program serves youth with a focus on inclusion of QTBIPOC youth.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? CMIS will be the database for collecting and reporting on these funds.	

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

Review of financial data and program outcomes will be used to improve the effectiveness of the program.

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

This proposal aligns with the 5 year strategy to end homelessness.



COMMUNITY, HOUSING, AND
HUMAN SERVICES DEPARTMENT
808 W. SPOKANE FALLS BLVD.
SPOKANE, WASHINGTON 99201
FAX 509.625.6325

April 4, 2022

Bridget Cannon
Volunteers of America of Eastern WA and Northern ID
525 W 2nd Ave
Spokane, WA, 99201
bcannon@voaspokane.org

RE: OPR 2019-0766 Contract Amendment Request

Dear Bridget,

This letter is in response to the contract amendment request submitted for the SOS ACI-InREACH Program. The requested revision, as detailed below, is approved and will be retroactively effective as of January 1, 2022.

2019-0766 - ACI-SOS Budget Extension – 1/1/22-6/30/22

YOUTH DIVERSION/INREACH PROGRAM – 1/1/2022-6/30/2022	
Operations	\$80,643.00
Facilities Costs	\$20,000.00
Diversion Costs	\$750
Administration	\$11,266.00
<i>Subtotal</i>	<i>\$91,517.00</i>
<i>Rollover from 7/1/21-12/31/21 Funds (see above)</i>	<i>\$21,142.00</i>
<i>Total Extension Amount, 01/01/22-6/30/22</i>	<i>\$112,659.00</i>

Please feel free to contact me with any questions you may have regarding this letter or your award.

Sincerely,

Devin Biviano, Program Professional, Homelessness Services
Community, Housing, and Human Services Department

2019-0766 - YAHP - ACI/SOS InREACH Budget

FROM BRIDGET:

		Rollover from 7/1/21-12/31/21	Budget for 1/1/22-6/30/22
OPERATIONS			
Salaries & Benefits	73,297	11,822	73,297
Professional Services	500	140	500
Equipment & Supplies	279	72	279
Office Space	500	442	1,000
Office Utilities	500	442	2,000
Training	250	75	250
Travel	750	333	750
Insurance	500	500	2,064
Staff Recruitment/Job Advertising	225	225	128
Other - Payroll Fees	375	375	375
Sub-total	77,176	14,427	80,643
FACILITY COSTS			
Other Building Costs	4,422	4,422	20,000
DIVERSION COSTS			
Diversion Assistance	750	310	750
ADMINISTRATION			
Indirect Cost	9,169	1,983	11,266
Total	91,517	21,142	112,659
Years 1 & 2 (2019 - 2021)	362,947		
Budget Grand Total	454,464		

FROM DEVIN:

YOUTH DIVERSION/INREACH PROGRAM – 1/1/2022-6/30/2022

Operations

Facilities Costs

Diversion Costs

Administration

Subtotal

Rollover from 7/1/21-12/31/21 Funds (see above)

Total Extension Amount, 01/01/22-6/30/22

\$80,643.00

\$20,000.00

\$750

\$11,266.00

\$91,517.00

\$21,142.00

\$112,659.00



City of Spokane

AGREEMENT AMENDMENT B

Title: Youth Diversion/InREACH Program

This Agreement Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **Volunteers of America of Eastern Washington and Northern Idaho**, whose address is 525 West Second Avenue, Spokane, Washington 99201 ("GRANTEE").

WHEREAS, the parties entered into an Agreement wherein the GRANTEE agreed to administer for the City the Youth Diversion/InREACH Program; and

WHEREAS, additional time is required, and thus the original Agreement time for performance needs to be formally extended by this written document; and

WHEREAS, a change or revision of the work has been requested, an extension to the Agreement so that the City may complete a Request for Proposal and Review Process ("Process") in order to enhance the delivery of services through the Program and the Process cannot be thoughtfully conducted prior to the expiration of the Agreement, thus the original Agreement needs to be formally Amended by this written document; and

WHEREAS, funds made available under the 2019-2021 Washington State Department of Commerce Office of Homeless Youth Core & Anchor Community Initiative Programs, Grantor Award # 20-46312-203, Total Award \$889,125.00, issued on July 22, 2019 (OPR 2019-0529), for funds made available from July 1, 2019, through June 30, 2021 that were not spent have expired and shall be deobligated from this Agreement; and

WHEREAS the funding for this Amendment B is awarded under the 2021-2023 Washington State Department of Commerce Office of Homeless Youth Core Programs, Grantor Award #22-46312-203, Total Award \$889,125, issued on July 19, 2021 (OPR 2021-0478); and

WHEREAS, the parties desire to increase funding and modify the corresponding Project budget and to supplant the original Agreement billing form Attachment referenced as part of the original Agreement documents; and

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

1. CONTRACT DOCUMENTS.

The original Agreement, dated September 9, 2019, any previous amendments, addendums and/or extensions/renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Agreement Amendment shall become effective on January 1, 2022.

3. EXTENSION.

The Agreement documents are hereby extended and shall run through June 30, 2022.

4. AMENDMENT.

SECTION NO. 3 – BUDGET. The total amount City shall pay GRANTEE is decreased by THREE THOUSAND ONE HUNDRED SEVENTEEN AND 33/100 DOLLARS (\$3,117.33) due to the de-obligation of unspent year one and year two funds which equates to a new total Agreement amount of THREE HUNDRED SIXTY-TWO THOUSAND NINE HUNDRED FORTY-SIX AND 67/100 DOLLARS (\$362,946.67) for years one and two. For this Amendment B, the total amount City shall pay GRANTEE is increased by NINETY-ONE THOUSAND FIVE HUNDRED SEVEN AND 00/100 DOLLARS (\$91,507.00) for everything furnished and done under this Amendment which equates to a new total Agreement amount not to exceed **FOUR HUNDRED FIFTY-FOUR THOUSAND FOUR HUNDRED SIXTY-THREE AND 67/100 DOLLARS (\$454,463.67)** for everything furnished and done under the original Agreement and this Amendment. This is the maximum amount to be paid under this Amendment and original Agreement, and shall

not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Agreement and this Amendment document. The original Agreement BUDGET chart is modified as follows (this budget chart entirely replaces the budget chart portrayed in SECTION NO. 3 {page 3} of the original Agreement):

Category	Amount
YOUTH DIVERSION/INREACH PROGRAM – 7/1/2019-12/31/2021	
Operations	\$305,207.91
Diversion Costs	\$22,382.21
Administration	\$35,356.15
<i>Subtotal</i>	<i>\$362,946.27</i>
YOUTH DIVERSION/INREACH PROGRAM – 7/1/2021-12/31/2021	
Operations	\$77,176.00
Facilities Costs	\$4,422
Diversion Costs	\$750
Administration	\$9,169.00
<i>Subtotal</i>	<i>\$91,517.00</i>
YOUTH DIVERSION/INREACH PROGRAM – 7/1/2021-12/31/2021 – ROLL-OVER	
Operations	\$14,427.44
Facilities Costs	\$4,422.00
Diversion Costs	\$310.00
Administration	\$1982.71
<i>Subtotal</i>	<i>\$21,142.15</i>
YOUTH DIVERSION/INREACH PROGRAM – 7/1/2021-12/31/2021	
Operations	\$77,176.00
Facilities Costs	\$4,422
Diversion Costs	\$750
Administration	\$9,169.00
<i>Subtotal</i>	<i>\$91,517.00</i>
<i>Balance remaining, 12/31/22</i>	<i>\$21,142.00</i>
YOUTH DIVERSION/INREACH PROGRAM – 1/1/2022-6/30/2022	
Operations	\$80,643.00
Facilities Costs	\$20,000.00
Diversion Costs	\$750
Administration	\$11,266.00
<i>Subtotal</i>	<i>\$91,517.00</i>
<i>Rollover from 7/1/21-12/31/21 Funds (see above)</i>	<i>\$21,142.00</i>
<i>Total Extension Amount, 01/01/22-6/30/22</i>	<i>\$112,659.00</i>

Unspent funds for years one (1) and two (2) were de-obligated by Commerce as indicated above, and funds for this Amendment A shall be available to the GRANTEE July 1, 2021 through December 31, 2021.

Any amendments to the budget, including additions or deletions of eligible costs or activities, must be requested in writing by the GRANTEE and shall be submitted to the CITY's Contract Representative. If approved, the CITY will notify the GRANTEE in writing. **Budgeted amounts shall not be shifted between categories or programs without written approval by the CITY** and any costs for over and above the amount awarded by the CITY shall be the responsibility of the GRANTEE. Requests for amendments to the budget must be submitted in writing as set forth in Section No. 7, paragraph H of this Agreement.

TERMS AND CONDITIONS

SECTION NO. 1: SCOPE OF SERVICE

A. ACTIVITIES.

The GRANTEE will be responsible for administering the Youth Diversion Program ("Program") in a manner satisfactory to the CITY, and in accordance with the Washington State Department of Commerce ("Department of Commerce") Guidelines for the Street Outreach Services Grant, the Homeless Services and Rehousing Programs Project Monitoring Guide for Sub-Recipients, the Spokane City/County Continuum of Care 5- Year Performance Management Plan, and the CITY's Grant Agreement with the Washington State Department of Commerce Office of Homeless Youth (incorporated herein by reference), and consistent with any standards required as a condition of providing these funds. The CITY and GRANTEE are hereinafter jointly referenced as the "PARTIES", and individually a "PARTY".

B. PROGRAM DELIVERY.

The GRANTEE agrees to provide the following Program services:

HMIS Project Name(s):	To be determined
Population(s) Served:	Youth and Young Adults
# of Units in Inventory:	N/A
# of Beds in Inventory:	N/A
Projected # of Households Served	150

Street Outreach	Minimum Performance Standards	Year 1	Year 2
# of households served		75	75
Metric 7b.1: % of exits to permanent housin destinations.	70%	70%	80%
Measure 2b: % of households exiting to permanent housing destinations who return to homelessness within 2 years.	10%	10%	10%
Local Measure: The average length of time from first contact to date of engagement.	30 Days	30 Days	30 Days
Local Measure: % of clients setved with a date of engagement.	80%	83%	83%

It is the intent of the CITY to continue funding for this Program for the term of this Agreement based upon performance and funding availability, but continuation of the Program is solely based upon the discretion of the CITY and entirely contingent upon receipt of state and local grant funds specifically allowed for this Program.

C. COORDINATED ASSESSMENT.

The GRANTEE shall participate in the Spokane Continuum of Care Coordinated Assessment system.

D. RENTAL ASSISTANCE.

The GRANTEE shall employ a progressive engagement approach if the GRANTEE will provide rental assistance under this Agreement.

E. CHILDREN'S SERVICES.

If the project provides housing or services to families, GRANTEE shall designate a staff person to be responsible for ensuring that children being served through the project are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start

F. PROGRAM PARTICIPANT ELIGIBILITY REVIEW.

The GRANTEE is responsible for re-evaluating the program participant's eligibility in accordance with the Department of Commerce Guidelines for the Street Outreach Services Grant.

G. PERFORMANCE MONITORING.

The CITY will monitor the performance of the GRANTEE on a risk-based approach against the performance goals as stated above, timely submittal of performance data, spend down of grant funds, and all other terms and conditions of this Agreement in accordance with the Homeless Services and Rehousing Programs Project Monitoring Guide for Sub-Recipients. Substandard performance as determined by the CITY will constitute noncompliance with this Agreement and shall result in action which may include, but is not limited to: the GRANTEE being required to submit and implement a corrective action plan, payment suspension, funding reduction, or grant termination. If action to correct such substandard performance is not timely undertaken by the GRANTEE within a reasonable period of time after being notified by the CITY, Agreement suspension or termination procedures will be initiated.

Committee Agenda Sheet

[COMMITTEE]

Submitting Department	CHHS
Contact Name & Phone	Jenn Cerecedes
Contact Email	jcerecedes@spokanecity.org
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	ERAP 2.0
Summary (Background)	<p>This request is to accept the money granted by Commerce for Eviction Rent Assistance Program 2.0. The start date is retroactive to February 1st, 2022. The total contract amount is \$5,879,189 and is intended to prevent evictions by paying past due and future rent and utilities while distributing funds equitably. This funding will need to go through an RFP process and once awarded will allow our rental assistance portal to reopen.</p>
Proposed Council Action & Date:	Please approve the acceptance of this award of \$5,879,189
Fiscal Impact: Total Cost: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Department of Treasury via Department of Commerce Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? The ERAP 2.0 money requires that the funds are distributed equitably based on population demographics.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Providers will submit monthly reports.	

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

Review of financial data and program outcomes will be used to improve the effectiveness of the program.

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

This proposal aligns with the 5 year strategy to end homelessness.



Interagency Agreement with

City of Spokane – Human Services

through

Community Services and Housing Division
Housing Assistance Unit

For

Eviction Rent Assistance Program 2.0 (ERAP 2.0)

Start date: February 1, 2022

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Attachment A, Scope of Work

Attachment B, Budget

Attachment C, Department of Commerce Eviction Rent Assistance Program 2.0 Guidelines

FACE SHEET

Contract Number: 21-4619C-133

**Washington State Department of Commerce
Community Services and Housing Division
Housing Assistance Unit
Eviction Rent Assistance Program 2.0**

1. Contractor Spokane City of - Human Svcs 808 W SPOKANE FALLS BLVD SPOKANE, WA 99201-3333		2. Contractor Doing Business As (optional)	
3. Contractor Representative Jenn Cerecedes Director Community, Housing, and Human Services 808 W. Spokane Falls Boulevard, Spokane, WA 99201-3342 O: 509.625.6055 jcerecedes@spokanecity.org		4. COMMERCE Representative <div style="display: flex; justify-content: space-between;"> <div> Mary Baldwin Grant Coordinator mary.baldwin@commerce.wa.gov </div> <div> P.O. Box 42525 1011 Plum Street SE Olympia, WA 98504-2525 </div> </div>	
5. Contract Amount \$5,879,189.00	6. Funding Source Federal: <input checked="" type="checkbox"/> State: <input type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date February 1, 2022	8. End Date June 30, 2023
9. Federal Funds (as applicable) \$5,879,189.00	Federal Agency: US Dept. of Treasury	CFDA Number: 21.027	Indirect Rate (if applicable): 10%
10. Tax ID #	11. SWV # SWV0003387-03	12. UBI # 328013877	13. DUNS #
14. Contract Purpose The Eviction Rent Assistance Program 2.0 Grant is intended to prevent evictions by paying past due and future rent and utilities while distributing funds equitably.			
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: Attachment "A" – Scope of Work, Attachment "B" – Budget, Attachment "C" – Department of Commerce Eviction Rent Assistance Program 2.0 Guidelines.			
FOR CONTRACTOR <div style="border-top: 1px solid black; margin-top: 20px;"> Kirstin Davis, Communications Manager </div> <div style="border-top: 1px solid black; margin-top: 10px;"> Date </div>		FOR COMMERCE <div style="border-top: 1px solid black; margin-top: 20px;"> Diane Klontz, Assistant Director Community Services and Housing Division </div> <div style="border-top: 1px solid black; margin-top: 10px;"> Date </div> <div style="margin-top: 20px;"> APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 07/17/2019. APPROVAL ON FILE. </div>	

**SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
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1. AUTHORITY

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

2. ACKNOWLEDGMENT OF FEDERAL FUNDS

Federal Award Date: 5/14/2021

Federal Award Identification Number (FAIN): SLFRP0002

Total amount of the federal award: \$403,000,000

Awarding official: U.S. Dept. of Treasury

Recipient understands and agrees that the funds disbursed under this award may only be used for the purposes set forth in American Rescue Plan Act of 2021, Coronavirus State Fiscal Recovery Fund.

The Contractor agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Contractor describing programs or projects funded in whole or in part with federal funds under this Contract, shall contain the following statements:

"This project was supported by a grant awarded by US Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the US Department of the Treasury. Grant funds are administered by the Coronavirus State Fiscal Recovery Fund thru the Washington State Department of Commerce."

3. 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.

4. COMPENSATION

COMMERCE shall pay an amount not to exceed the Grant amount listed on the Face Sheet for the performance of all things necessary for or incidental to the performance of work under this Grant as set forth in the Scope of Work (Attachment A).

5. INDIRECT COSTS

Contractor shall provide their indirect cost rate that has been negotiated between their entity and the federal government. If no such rate exists a *de minimis* indirect cost rate of 10% of modified total direct costs (MTDC) will be used.

6. 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.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

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.

**SPECIAL TERMS AND CONDITIONS
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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.

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. AUDIT

If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Grantee shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Grantee shall:

- A. Submit to COMMERCE the reporting package specified in OMB Super Circular 2 CFR 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
- B. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Grantee is a subrecipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Grantee shall notify COMMERCE they did not meet the single audit requirement.

The Grantee shall send all single audit documentation to auditreview@commerce.wa.gov.

9. DEBARMENT

A. Grantee, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:

- i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- ii. Have not within a three-year period preceding this Grant, been convicted of 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 or private agreement or transaction, violation of Federal or State antitrust statutes or commission of

**SPECIAL TERMS AND CONDITIONS
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embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;

- iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
 - iv. Have not within a three-year period preceding the signing of this Grant had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B.** Where the Grantee is unable to certify to any of the statements in this Grant, the Grantee shall attach an explanation to this Grant.
- C.** The Grantee agrees by signing this Grant that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.
- D.** The Grantee further agrees by signing this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- i. The lower tier Grantee certifies, by signing this Grant 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.
 - ii. Where the lower tier Grantee is unable to certify to any of the statements in this Grant, such contractor shall attach an explanation to this Grant.
- E.** The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

10. 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.

11. 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
- Attachment C – Department of Commerce Eviction Rent Assistance Program 2.0 Guidelines

**GENERAL TERMS AND CONDITIONS
GENERAL GRANT
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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

**GENERAL TERMS AND CONDITIONS
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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. 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.

**GENERAL TERMS AND CONDITIONS
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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.

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

**GENERAL TERMS AND CONDITIONS
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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 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.

**GENERAL TERMS AND CONDITIONS
GENERAL GRANT
FEDERAL FUNDS**

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.

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.

**GENERAL TERMS AND CONDITIONS
GENERAL GRANT
FEDERAL FUNDS**

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

The Eviction Rent Assistance Program 2.0 Grant is intended to prevent evictions by paying past due and future rent and utilities while distributing funds equitably.

Eligibility and Prioritization

The purpose of eligibility screening criteria is to target those most likely to become homeless but for this assistance.

Households must meet both screening criteria:

- ✓ Income at or below 80% of Area Median Income (AMI).
- ✓ Have a missed/past due rent payment not paid or partially unpaid since March 1, 2020 and still occupying the residence.

Grantee can determine whether or not to implement additional eligibility or prioritization criteria. Grantees must consult with their grant coordinator if considering implementing additional criteria

Performance Measurement

Grantees must ensure equitable access to ERAP 2.0.

Equitable access means that the race and ethnicity of people entering ERAP 2.0 are similar to the community demographics. Equitable access is measured by comparing the percent of people in poverty by race and ethnicity to the percent of people entering ERAP 2.0 by race and ethnicity.

The percentage of head of households provided rent assistance must at least be equal the proportion to the population living in poverty in the county for each of the following groups:

- ✓ People of Color (includes Black or African American, American Indian and Alaska Native, Native Hawaiian or other Pacific Islander, Hispanic/Latinx, Asian, Other/Multi-Racial)
- ✓ Black or African American
- ✓ American Indian and Alaska Native
- ✓ Hispanic/Latinx

Data from all ERAP 2.0 grantees in the county will be combined for the purpose of performance measurement and performance monitoring.

Additional performance target includes:

- ✓ Ten percent of households served must be youth or young adults age 18-24, *this includes emancipated 16 and 17 year olds.*

By and For Subgrants

Grantees must actively work to partner with By and For organizations in their communities that assist and serve marginalized populations. It is incumbent on the grantee to identify By and For service providers that can best support their community members in accessing assistance.

By and For organizations are operated by and for the community they serve. Their primary mission and history is serving a specific community and they are culturally based, directed, and substantially controlled by individuals from the population they serve. At the core of their programs, the organizations embody the community's central cultural values. These communities may include ethnic and racial minorities; immigrants and refugees; individuals who identify as LGBTQ+, individuals with disabilities or who are deaf; and Native Americans.

Partner with Dispute Resolution Centers and Civil Legal Aid Organizations

Grantees must coordinate with their local Dispute Resolution Centers (DRC) if one exists within their service area. DRCs can be an important pathway to prevent evictions, and providing rent assistance can be critical to settling disputes. Civil legal aid services continue to be a crucial support in helping households maintain housing. Grantees should partner with these providers if one exists within their service area.

Payments

If Grantee requires funds to facilitate payments to eligible recipients on behalf of eligible households and Grantee has committed internal resources needed to make payments directly, Commerce will pay funds to Grantee up to a quarterly amount upon receipt of evidence satisfactory to Commerce.

Budget**February 1, 2022 – June 30, 2023**

Budget Category	
Administration	\$ 450,000.00
Operations	\$ 431,878.00
Rent and Utilities	\$ 4,703,351.00
By and For Subcontracting	\$ 293,960.00
Total	\$ 5,879,189.00

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Street
Contact Name & Phone	Clint Harris 509-625-7744
Contact Email	ceharris@spokanecity.org
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> X Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	1100-Street Department Microseal on Ash and Maple
Summary (Background)	The Street Department is seeking approval to contract Street Maintenance Work to apply a Microseal street surface treatment on Ash St and Maple St contracting with Intermountain Slurry Seal, who was selected through the Interlocal Procurement agreement using Clark County, OPR 2021-0212 at a cost of \$122,699.35
Proposed Council Action & Date:	Consent approval for contract at PIES Meeting scheduled for 4/25/22
Fiscal Impact: Total Cost: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? N/A	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? N/A	

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Street
Contact Name & Phone	Clint Harris 509-625-7744
Contact Email	ceharris@spokanecity.org
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	1100-Street Department Traffic Sign Blank Contract A
Summary (Background)	<p>The Street Dept. is seeking approval of a 5-year Value Blanket Order as a primary resource for purchasing traffic Sign Blanks, from Intermountain Sign and Safety., Spokane, WA, using City of Spokane Bid #5614-22, not to exceed \$100,000.00 annually.</p> <p>This (Contract A) \$100,000.00 cost is to be shared between this and the companion item (Contract B) with Stripe Rite</p>
Proposed Council Action & Date:	Consent approval for contract at PIES Meeting scheduled for 4/25/22
Fiscal Impact: Total Cost: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Street Department Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? N/A	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? N/A	

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Street Department
Contact Name & Phone	Clint Harris 509-625-7744
Contact Email	ceharris@spokanecity.org
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	1100- Street Department Traffic Sign Blank Contract B
Summary (Background)	<p>The Street Dept. is seeking approval of a 5-year Value Blanket Order to be used as a backup resource to purchase traffic Sign Blanks, from Stripe Rite, Spokane, WA, using City of Spokane Bid #5614-22, not to exceed \$100,000.00 annually.</p> <p>This (Contract B) \$100,000.00 cost is to be shared between this and the companion item (Contract A) with Intermountain.</p>
Proposed Council Action & Date:	Consent approval for contract at PIES Meeting scheduled for 4/25/22
Fiscal Impact: Total Cost: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Street Department Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? N/A	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? N/A	

Committee Agenda Sheet

PIES

Submitting Department	Public Works, Engineering
Contact Name & Phone	Dan Buller 625-6391
Contact Email	dbuller@spokanecity.org
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	X Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Paving Unpaved Streets – 44 th Ave.
Summary (Background)	<ul style="list-style-type: none"> • This project paves the currently unpaved 44th Ave. between Crestline St. and Altamont St., a three block stretch, 900' in length. • 44th Ave. provides a key link between Regal St. and Crestline St., both arterials, in an area of the south hill lacking east-west connectivity. See attached exhibit. • All other area streets are paved. • Curb, sidewalk, stormwater treatment swales and street trees are planned on the fully developed north side of the street. • These amenities are not planned on the south side of the street since that side is underdeveloped and will likely be redeveloped in the future at which time developers of those parcels will be required to install these improvements. • Bike lanes will be striped in accordance with the City master bike plan. • Related stormwater upgrades will be installed to address stormwater deficiencies at the intersection of 44th and side streets. • This project is with TBD and local impact fees.
Proposed Council Action & Date:	None at this time. Following bid opening, we will bring a construction contract to Council for approval.
Fiscal Impact: Total Cost: Approved in current year budget? X Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source X One-time <input type="checkbox"/> Recurring Specify funding source: project funds (generally street or utility funds) Expense Occurrence X One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.	

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

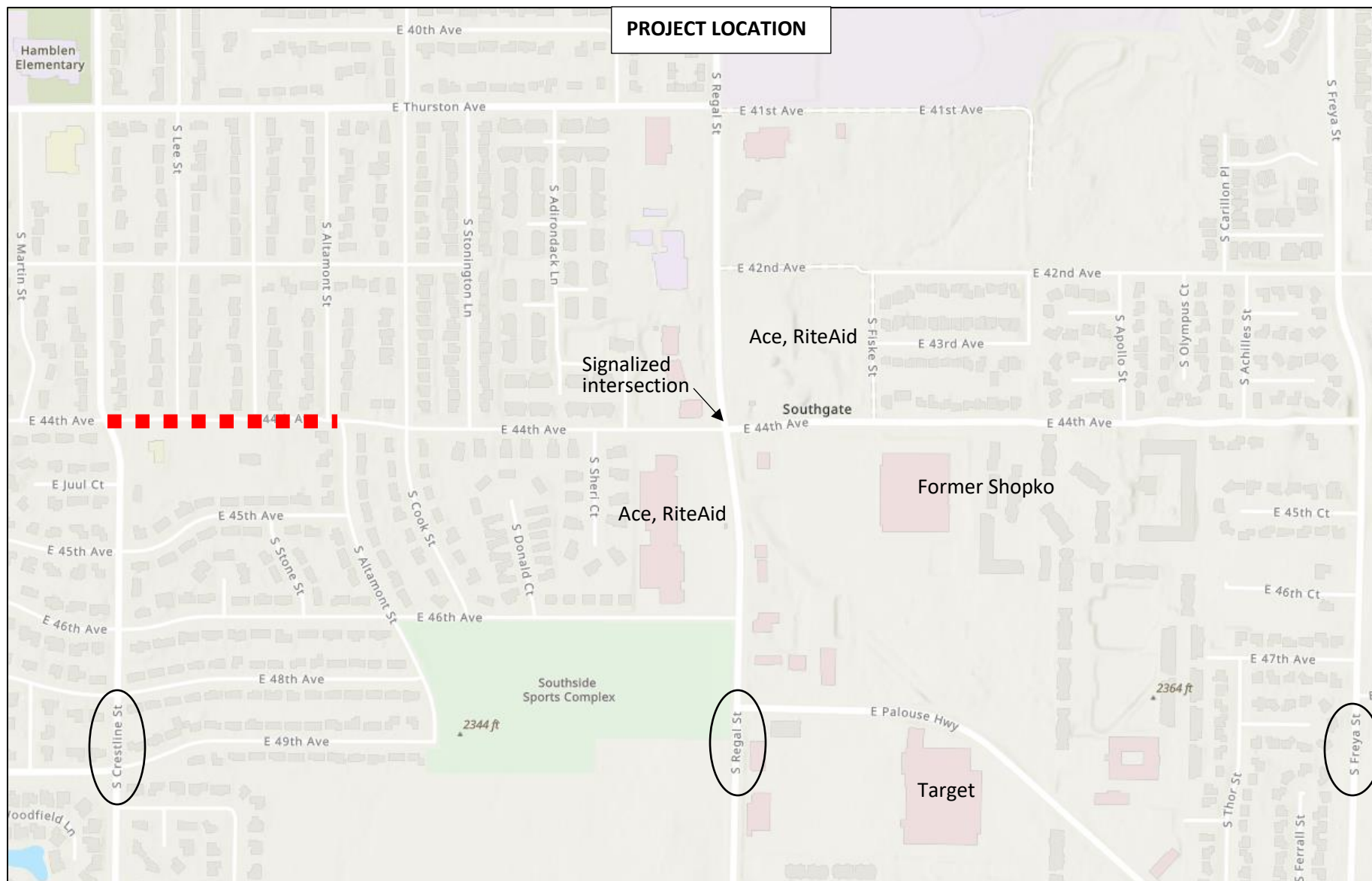
N/A – This contract supports multiple public works projects and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.

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

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

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

The projects which will use this on-call contract are consistent with our adopted six year programs as well as the annual budget and strategic initiative to advance street maintenance activities.



Committee Agenda Sheet

PIES

Submitting Department	Public Works, Engineering
Contact Name & Phone	Dan Buller 625-6391
Contact Email	dbuller@spokanecity.org
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	X Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Sundance Force Main Replacement
Summary (Background)	<ul style="list-style-type: none"> • This project replaces a 650' length 4" diameter PVC sewage force (pressure) main with ductile iron pipe. • The City has been replacing its PVC force (pressure) mains with ductile iron due to problems (leaks/breaks) which have occurred over the years with PVC pipe. That is, PVC seems not to withstand over time the repeated pressure variations associated with pump on/off cycles. This force main is one of the last PVC force mains in the system. • The project will repave two blocks half width. See attached exhibit. • Work is planned this summer. • This project is locally funded.
Proposed Council Action & Date:	None at this time. Following bid opening, we will bring a pipe purchase contract to Council for approval.
Fiscal Impact: Total Cost: Approved in current year budget? X Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source X One-time <input type="checkbox"/> Recurring Specify funding source: project funds (generally street or utility funds) Expense Occurrence X One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A – This contract supports multiple public works projects and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.	

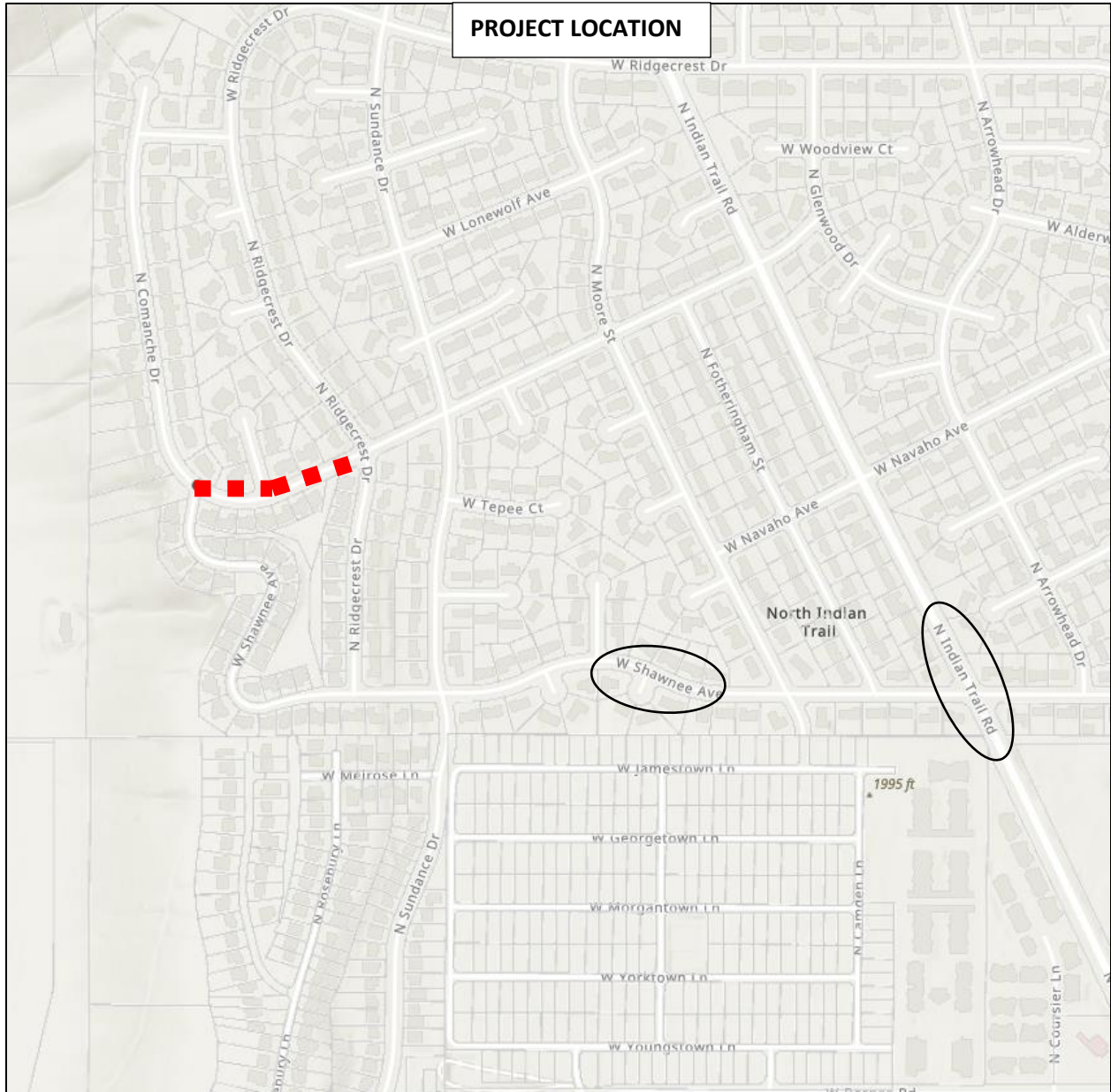
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

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

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

The projects which will use this on-call contract are consistent with our adopted six year programs as well as the annual budget and strategic initiative to advance street maintenance activities.

PROJECT LOCATION



Committee Agenda Sheet

PIES

Submitting Department	Public Works, Engineering
Contact Name & Phone	Dan Buller 625-6391
Contact Email	dbuller@spokanecity.org
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	X Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	TJ Meenach Street & Utilities Project Pipe Pre-Order
Summary (Background)	<ul style="list-style-type: none"> • The Cochran storm drainage basin covers approximately 5,300 acres in NE Spokane, generally bounded on the west by Alberta St., on the north by Francis Ave. on the east by Market St. and on the south by Montgomery St. • Stormwater from this basin currently flows untreated to the Spokane River at the northwest end of the TJ Meenach Br. For several years the City has been seeking and has now acquired funding necessary to correct this issue. • At the June 2021 PIES meeting, we presented a briefing paper and exhibit showing the various projects which will together divert the untreated stormwater to proposed swales where it will be treated prior to infiltration to the ground. The exhibit from that briefing paper is attached. • Due to worldwide supply chain issues, in January we ordered some of the large diameter sewer pipe ahead of the project due to lengthy pipe delivery times. Council was briefed about that order at the 12-21 PIES meeting and 1-24-2022 Council briefing. • As the design has progressed and supply chain issues have persisted or worsened, it has become apparent we need to order other utility pipe ahead of the project so that it is available for installation when the TJ Meenach construction contract is in place later this spring. • The items proposed for pre-purchase include approx. 1000 LF of 30" ductile iron water pipe, several hundred feet of ductile water main in each of the following sizes: 24", 18", 12", 8" and 6", miscellaneous associated ductile iron fittings, and stormwater pipe of various quantities in sizes ranging from 12 in to 48".
Proposed Council Action & Date:	None at this time. Following bid opening, we will bring a pipe purchase contract to Council for approval.
Fiscal Impact: Total Cost: Approved in current year budget? X Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source X One-time <input type="checkbox"/> Recurring Specify funding source: project funds (generally street or utility funds) Expense Occurrence X One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities?	

Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.

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

N/A – This contract supports multiple public works projects and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.

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

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

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

The projects which will use this on-call contract are consistent with our adopted six year programs as well as the annual budget and strategic initiative to advance street maintenance activities.

