

**SPECIAL MEETING NOTICE/AGENDA
OF THE**

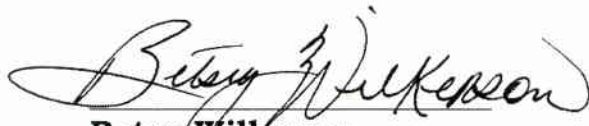
**PUBLIC INFRASTRUCTURE, ENVIRONMENT, AND
SUSTAINABILITY COMMITTEE**

**MEETING OF MONDAY, FEBRUARY 26, 2024
10:00 A.M. – CITY COUNCIL CHAMBERS**

A special meeting of the Public Infrastructure, Environment, and Sustainability Committee will be held at **10:00 A.M. on Monday, February 26, 2024**, in the City Council Chambers – City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington.

The meeting will be open to the public. No public testimony will be taken.

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 Council Briefing Center 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.) 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 mLOWmaster@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.


Betsy Wilkerson
Council President


Terri L. Pfister
Spokane City Clerk

THE CITY OF SPOKANE CITY COUNCIL PUBLIC INFRASTRUCTURE, ENVIRONMENT & SUSTAINABILITY COMMITTEE



AGENDA FOR 10:00 A.M. MONDAY, FEBRUARY 26, 2024

The Spokane City Council's Public Infrastructure, Environment & Sustainability Committee meeting will be held at **10:00 AM February 26, 2024**, in 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 #2494 546 4105; 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 3rd 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 from February 26, 2024

1. 1-29-24 PIES MINUTES - (minutes)

III. Discussion Items

1. 0370 - 2024 PUBLIC WORKS CONSTRUCTION PROJECTS - DAN BULLER (15 minutes)
2. 0320 - NEIGHBORHOOD TRAFFIC CALMING PROJECTS FOR 2025 (CYCLE 12) - ABIGAIL MARTIN (15 minutes)
3. Monroe Street Bridge CPTED Update - Marlene Feist (10 minutes)
4. 4250 - AMENDMENT TO ASSIGNMENT AGREEMENT - NATE SULYA (5 minutes)

IV. Consent Items

1. MEDIA SERVICES CONTRACT FOR WATER CONSERVATION EDUCATION (WATER & HYDROELECTRIC SERVICES)
2. 4250 – DEPT OF ECOLOGY GRANT STORMWATER CAPACITY (INTEGRATED CAPITAL MANAGEMENT)
3. 4320 ORDINANCE REVISION 13.03A (WASTEWATER MANAGEMENT)
4. 4320 PUBLIC RULE – INDUSTRIAL PRETREATMENT PROGRAM FEES (WASTEWATER MANAGEMENT)
5. 0370 – LOW BID AWARD – CYCLE 10 TRAFFIC CALMING (2020046) – TO BE DETERMINE (ENGINEERING SERVICES)
6. 4100 FERC 9TH PART 12D CONTRACT AMENDMENT & EXTENSION (WATER & HYDROELECTRIC SERVICES)
7. 5200 - SHADLE PARK COMMUNITY GARDEN MOU WITH PUBLIC WORKS (PUBLIC WORKS)
8. DAM MONITORING SERVICE SUBSCRIPTION CONTRACT AMENDMENT & EXTENSION (WATER & HYDROELECTRIC SERVICES)
9. 4490 PURCHASE OF AIR EJECTOR SYSTEM PARTS (SOLID WASTE DISPOSAL)
10. 4490 CONTRACT RENEWAL FOR VACUUM SUPPORT SERVICES (SOLID WASTE DISPOSAL)

11. 4490 CONTRACT RENEWAL FOR SCAFFOLDING SERVICES (SOLID WASTE DISPOSAL)
12. 4490 CONTRACT RENEWAL FOR ANNUAL HVAC SERVICES (SOLID WASTE DISPOSAL)
13. 4490 CONTRACT AMENDMENT FOR BOILERMAKER SERVICES (SOLID WASTE DISPOSAL)
14. 4330 - STORMWATER, MEDIA SERVICES CONTRACT FOR STORMWATER PUBLIC EDUCATION (WASTEWATER MANAGEMENT)
15. 0500 ZIPLY FIBER LLC FRANCHISE (CITY ATTORNEY)
16. 4250 – DEPT OF ECOLOGY GRANT FIVE MILE INFILTRATION FACILITY REHAB (INTEGRATED CAPITAL MANAGEMENT)
17. 4250 – DEPT OF ECOLOGY GRANT DRYWELL REHABILITATION (INTEGRATED CAPITAL MANAGEMENT)
18. 0500 -SPECIAL COUNSEL CONTRACT AMENDMENT #5 (CITY ATTORNEY)
19. 4500 ONE-YEAR CONTRACT AMENDMENT/EXTENSION WITH C & C YARD CARE, INC (SOLID WASTE COLLECTION)

V. Executive Session

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

VI. Adjournment

VII. Next Meeting

Next Public Infrastructure, Environment & Sustainability Committee

The next meeting will be held at the regular date and time of **1:15 PM. March 18, 2024.**

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 is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Risk Management at 509.625.6221, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or m_lowmaster@spokanecity.org. Persons who are deaf or hard of hearing may contact Risk Management through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

PIES Committee Standing Reports & Updates:

- Sustainability Action Subcommittee
- Traffic Calming / Photo Red Committee
- Airport Board
- BROADLINC Governing Board
- Parking Advisory Committee
- Salmon Restoration Lead Entity Community Advisors
- Spokane Regional Solid Waste Liaison Board
- Spokane Regional Transportation Council
- Spokane Transit Authority

STANDING COMMITTEE MINUTES
City of Spokane
Public Infrastructure, Environment, and Sustainability (PIES) Committee
January 29, 2024

Call to Order: 1:15 p.m.

Recording of the meeting may be viewed here: <https://vimeo.com/907626948>

Attendance

Committee Members Present:

CP Wilkerson, CM Zappone (arrived at 1:16 p.m.), CM Cathcart, CM Bingle, CM Dillon, CM Klitzke (arrived at 1:18 p.m.), and CM Navarrete.

Committee Members Absent: none

Staff/Others Present:

Dan Wordell, Laz Martinez, Nick Hamad, Katherine Miller, Clint Harris, Raylene Gannet, Marlene Feist, Michelle Murray, Garret Jones, Nicolette Ocheltree, Alex Gibilisco, Andres Grageda, Noah, Corin Morse, Mark Papish, Sarah Sirott, Adam McDaniel, James Caddey, Kristen Davis.

Approval of Minutes

➤ Action taken

CM Bingle moved to approve the minutes of the November 27, 2023 meeting; the motion was seconded by CM Navarrete. The minutes were approved unanimously.

Agenda Items

Discussion items

1. CREATION OF AN ADDITIONAL WATER PURVEYOR RATE CLASS
 - Action taken
Item moved forward for formal Council consideration.
2. AMENDMENT TO AIRWAY HEIGHTS WATER SUPPLY AGREEMENT
 - Action taken
Item moved forward for formal Council consideration.
3. UTILITY RATES REVIEW SCHEDULE AND WORK PLAN
 - Action taken
Presentation and discussion only.
4. UTILITY BILLING PANDEMIC RELIEF AND DELINQUENCY UPDATE
 - Action taken

- Presentation and discussion only.
5. SNOW REMOVAL PRIMER AND FULL-CITY PLOW REVIEW
 - Action taken
Presentation and discussion only.
 6. CLIMATE POLLUTION REDUCTION GRANT
 - Action taken
This item moved forward for formal Council consideration.
 7. AMENDMENT TO INTERDEPARTMENTAL AGREEMENT BOSCH LOT PARKING
 - Action taken
Item moved forward for formal Council consideration.
 8. CONTAMINATED MATERIAL DISPOSAL RESOLUTION & CONTRACT
 - Action taken
Item moved forward for formal Council consideration.
 9. RESOLUTION FOR ECOLOGY LOANS
 - Action taken
Item moved forward for formal Council consideration.
 10. SBO FOR STATE & LOCAL CYBER SECURITY GRANT PROGRAM
 - Action taken
Item moved forward for formal Council consideration.
 11. ACCOUNTING & GRANTS-NORTHEAST COMMUNITY CANTER ARPA CAPITAL
 - Action taken
Item moved forward for formal Council consideration.

Consent items

1. 4320-CONSENT TO AWARD STAIRS AND RAILING CONTRACT TO BLACKWATER INDUSTRIES (WASTEWATER MANAGEMENT)
2. 4250 – DEPT OF ECOLOGY GRANT WASHINGTON BASIN STORMWATER (INTEGRATED CAPITAL MANAGEMENT)
3. 4100 - WATER DEPT. PURCHASE OF MISC WATERWORKS PRODUCTS (WATER & HYDROELECTRIC SERVICES)
4. 4320-CONVEYOR BELT (SERPENTIX) REPLACEMENT PROJECT - MCCLINTOCK & TURK (WASTEWATER MANAGEMENT)
5. 4320-CONSENT TO AWARD BIOSOLIDS HAULING SERVICES TO SAFEWARE, INC. (WASTEWATER MANAGEMENT)
6. 5100 - 3 2025 MACK REFUSE TRUCKS (FLEET SERVICES)
7. 5100 – CONTRACT WITH DAY WIRELESS FOR RADIO SYSTEM MAINTENANCE (FLEET SERVICES)
8. 0370 - LOW BID AWARD - RAY STREET WATER MAIN (2022088) - TBD (ENGINEERING SERVICES)

9. 0370 - LOW BID AWARD - WASHINGTON/STEVENS BRIDGE (2021088) - TBD
(ENGINEERING SERVICES)
10. 4490 CONTRACT AMENDMENT FOR SCAFFOLDING SERVICES (SOLID WASTE DISPOSAL)
11. 4490 CONTRACT RENEWAL FOR INSULATION SERVICES (SOLID WASTE DISPOSAL)
12. 4490 CONTRACT EXTENSION FOR REFRACTORY AND SANDBLASTING SERVICES (SOLID WASTE DISPOSAL)
13. 4490 VALUE BLANKET FOR THE PURCHASE OF FABRIC FILTER BAGS (SOLID WASTE DISPOSAL)
14. 4490 CONTRACT AMENDMENT FOR ANNUAL HVAC SERVICES (SOLID WASTE DISPOSAL)
15. 4490 PURCHASE OF HIGH CALCIUM QUICKLIME (SOLID WASTE DISPOSAL)
16. 4500-PURCHASE OF COMPRESSED NATURAL GAS (CNG) BACKUP GENERATOR (SOLID WASTE COLLECTION)
17. 4250 – DEPT OF ECOLOGY LOAN AGREEMENT MARION HAY INTERTIE (INTEGRATED CAPITAL MANAGEMENT)
18. 4250 – DEPT OF ECOLOGY LOAN AGREEMENT NINE MILE SEWER (INTEGRATED CAPITAL MANAGEMENT)
19. 4250 – PUBLIC WORKS BOARD LOAN AGREEMENT FREYA STREET IMPROVEMENTS (INTEGRATED CAPITAL MANAGEMENT)
20. 4250 – DEPT OF ECOLOGY GRANT CSO BASIN 34 (INTEGRATED CAPITAL MANAGEMENT)
21. 4250 – DEPT OF ECOLOGY GRANT FRANCIS STORMWATER FACILITY (INTEGRATED CAPITAL MANAGEMENT)
22. 1100 - STREET DEPARTMENT SIGN POSTS (STREETS)
23. 5300 SHI – CO-MANAGED LOGRHYTHM SERVICES (INNOVATION & TECHNOLOGY SERVICES)
24. 5300 STATE & LOCAL CYBER SECURITY GRANT PROGRAM - ISE (INNOVATION & TECHNOLOGY SERVICES)

Executive session

None.

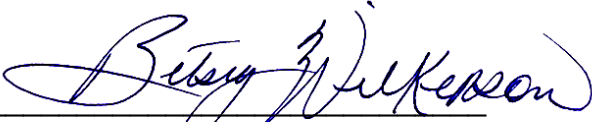
Adjournment

The meeting adjourned at 2:06 p.m.

Prepared by:

Giacobbe Byrd, Council Office Director

Approved by:

A handwritten signature in blue ink that reads "Betty Wilkerson". The signature is written in a cursive style with a large, looping initial "B".

CP Wilkerson
PIES Committee Chair

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 02/26/2024**Committee Agenda type:** Information Only**Date Rec'd**

2/9/2024

Clerk's File #**Renews #****Cross Ref #****Council Meeting Date:****Submitting Dept**

ENGINEERING SERVICES

Project #**Contact Name/Phone**

DAN BULLER 625-6391

Bid #**Contact E-Mail**

DBULLER@SPOKANECITY.ORG

Requisition #**Agenda Item Type**

Information Only - Committee

Council Sponsor(s)

BWILKERSON JBINGLE KKLITZKE

Agenda Item Name

0370 - 2024 PUBLIC WORKS CONSTRUCTION PROJECTS

Agenda Wording

Discussion of 2024 Public Works construction projects at PIES committee.

Summary (Background)

See briefing paper.

Lease? NO Grant related? NO Public Works?

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative**Amount****Budget Account**

Select \$ #

Select \$ #

Select \$ #

Select \$ #

\$ #

\$ #

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	2-26-24
Submitting Department	Engineering Services
Contact Name	Dan Buller
Contact Email & Phone	dbuller@spokanecity.org , 625-6391
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 15 min
Agenda Item Name	2024 Public Works Construction Projects
Proposed Council Action	<input type="checkbox"/> Approval to proceed to Legislative Agenda <input checked="" type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Engineering Services proposes to present to city council the projects planned for the 2024 construction season. A project list and associated exhibits area attached and will be discussed at the briefing.
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$170M (includes carry-over projects from prior years)</u></p> <p>Current year cost:</p> <p>Subsequent year(s) cost:</p> <p>Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? Funding comes from multiple sources</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impacts (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> 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 project is specifically designed to assist low-income residents get caught up on their city utility bills. 	

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

N/A

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

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

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

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

Council Subcommittee Review

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

2024 Publicly Bid Projects - Advertising & Construction Schedule

This schedule includes projects advertising or being constructed in part or in whole in 2024

For detailed project information, go to <https://my.spokanecity.org/projects/construction>

2/8/2024

Proj. No.	Project Name (Location)	Design Engineer	Ad Date	Constr Start	Constr End	Constr Estimate
BRIDGE						
2017105	Post. St. Ped & Utility Bridge (over Spokane River)	Consultant(1)	Act: 2/4/20	Jun-20	Jun-24	\$18,519,557
2021088	Washington-Stevens Bridge Deck & Joint Repair	Consultant(1)	Act: 1/16/24	Jun-24	Oct-24	\$4,000,000
2022093	Chestnut St. Bridge Scour Mitigation(5)	Consultant(1)	Est: 10/1/24	2025	2025	\$1,500,000
SANITARY SEWER						
2020070	NSC Interceptor Crossings (I-90 at Altamont & Rebecca)	B. Ward	Est: 5/15/24	Sep-24	Aug-25	\$8,000,000
SIDEWALK & TRAIL						
2021071	Division St. Ped Hybrid Beacons (at Everett, Longfellow & Weile)	R. Proszek	Act: 5/30/23	Apr-24	Jul-24	\$1,185,725
2018097	S. Gorge Trail Connection	Consultant(1)	Act: 6/7/23	Sep-23	May-24	\$2,529,036
2020046	Cycle 10 Traffic Calming (various locations citywide)	R. Proszek	Est: 2/14/24	May-24	Oct-24	\$3,600,000
2021046	Cycle 11 Traffic Calming (various locations citywide)	R. Proszek	Est: 5/1/24	Jul-24	Nov-24	\$2,000,000
2023120	Scott Elementary Area Sidewalk (Hartson & Rebecca)(5)	B. Ward	Est: 7/15/24	2025	2025	\$1,750,000
2023110	Stevens Elementary Area Sidewalk (Mission & Magnolia)(5)	K. Warren	Est: 8/1/24	2025	2025	\$1,250,000
2022090	Arterial Ped Hybrid Beacons (Whitstalks/Randolph, Nevada/Cozza, Market/Columbia)	B. Ward	Est: 9/1/24	2025	2025	\$2,000,000
2023106	Fish Lake Tr-Cent. Tr Connection Ph 1 (Govt' Way - Sunset to 5th)(5)	Consultant(1)	Est: 10/1/24	2025	2025	\$4,500,000
2023112	Lincoln St - Summit to Sinto Bike, Ped & Safety Upgrades(5)	Consultant(1)	Est: 8/1/24	2025	2025	\$3,500,000
2023111	Maxwell Ave. Pettet to Maple Bike, Ped & Safety Upgrades(5)	Consultant(1)	Est: 8/1/24	2025	2025	\$1,500,000
2023042	2024 Street Maintenance Curb Ramps (various locations citywide)	Z. Ward	Est: 4/1/24	Jun-24	Aug-24	\$700,000
STORMWATER						

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2/8/2024

Proj. No.	Project Name (Location)	Design Engineer	Ad Date	Constr Start	Constr End	Constr Estimate
2010132	TJ Meenach Sewer Siphon Vaults	J. Adams	Act: 3/15/23	Aug-23	Aug-24	\$4,342,746
2019148	Cochran Control Facility (TJ Meenach & NW Blvd)	Consultant(2)	Act: 2/15/23	May-23	Jul-24	\$7,307,265
STREET						
2021098	Thor-Freya 2nd/3rd Intersections	R. Proszek	Act: 9/20/23	Apr-24	Aug-24	\$4,394,694
2021094	Haven Grind & Overlay & Sidewalk (Rockwell to Columbia)	J. Adams	Act: 11/1/23	Apr-24	Jul-24	\$1,695,000
2021095	Maple Ash Chipseal	R. Proszek	Act: 8/29/23	Oct-23	Aug-24	\$1,765,000
2022065	29th/Wash/Monroe/Lincoln Grind & Overlay	Consultant(2)	Act: 11/15/23	Apr-24	Oct-24	\$4,970,970
2022064	Market/Monroe/29th Grind & Overlay	Consultant(2)	Act: 12/19/23	Apr-24	Oct-24	\$4,800,000
2022089	2023-2024 Arterial Grind & Overlay (Lincoln Ave & Holland Ave)	J. Adams	Est: 10/2/24	Apr-25	Jul-25	\$2,000,000
2023043	2023 Residential Chipseal (various locations citywide)	A. Andersen	Act: 8/2/23	Jul-24	Sep-24	\$1,462,000
2019187	Washington-Stevens Grind & Overlay (3rd to Spokane Falls)	R. Proszek	Est: 5/15/24	Aug-24	Nov-24	\$2,500,000
2023105	Hwy 195/Meadowlane Intersection Upgrades(5)	B. Ward	Est: 8/1/24	2025	2025	\$2,000,000
2022096	Maple-Walnut Grind & Overlay (4th to Maple St Br)	R. Proszek	Est: 6/15/24	Sep-24	Jul-25	\$1,500,000
2017081	Freya Reconstruction - Garland to Wellesley(5)	Consultant(2)	Est: 9/1/24	2025	2025	\$3,000,000
2024049	2024 Paving Unpaved Streets (3 locations citywide)	J. Graff	Est: 4/1/24	Jun-24	Jul-24	\$600,000
2024043	2024 Local Access St. Chip Seal (various locations citywide)(3)	J. Graff	Est: 4/1/24	Jul-24	Aug-24	\$1,000,000
2024044	2024 Local Access St. Grind & Overlay (various locations citywide)(3)	J. Graff	Est: 4/1/24	Jun-24	Aug-24	\$1,250,000
WATER						
2019171	Havana Well Pump Station (Havana & 6th) - Rebid	D. Buller	Act: 11/10/21	Jun-22	Jul-24	\$5,711,636
2017108	High System Reservoir (39th & Crestline)	R. Proszek	Act: 3/29/23	Jun-23	2025	\$9,842,000
2018050	SIA System Reservoir (Spokane Airport)	R. Proszek	Act: 11/17/21	Apr-22	Nov-24	\$13,270,000
2022071	Thorpe Reservoir (Thorpe & Trainor Rd)	K. Warren	Act: 9/15/23	Mar-24	2025	\$5,044,985

2024 Publicly Bid Projects - Advertising & Construction Schedule

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For detailed project information, go to <https://my.spokanecity.org/projects/construction>

2/8/2024

Proj. No.	Project Name (Location)	Design Engineer	Ad Date	Constr Start	Constr End	Constr Estimate
2018104	Hoffman Well Station Rehabilitation (Hoffman & Crestline)	D. St. Pierre	Act: 5/24/21	Dec-21	Jul-24	\$2,407,635
2018106	Marshall Rd. T-Main Ph. 1	K. Warren	Act: 2/22/23	Apr-24	Jul-24	\$3,001,000
2022082	Marshall Rd. T-Main Ph. 2	K. Warren	Act: 11/21/23	Apr-24	Sep-24	\$3,000,000
2022083	Marshall Rd. T-Main Ph. 3	K. Warren	Act: 11/21/23	Apr-24	Sep-24	\$3,501,266
2022077	9th & Pine Booster Station	K. Warren	Est: 5/1/24	Jul-24	2025	\$5,000,000
2018102	Plains System New Booster (5)	K. Warren	Act: 9/15/24	Mar-25	2026	\$4,500,000
2022091	NSC I-90 Water Crossings, Trumpet Area Water/Sewer, 2nd/3rd Water/Sewer Relocations(4)	R. Proszek	(4)	(4)	(4)	\$10,000,000
2020071	NSC Trent Ave. Utility Relocations (Trent & Greene)(4)	R. Proszek	(4)	(4)	(4)	\$2,000,000
2022088	Ray St. Water Main (Hartson to 11th)	R. Proszek	Act: 2/28/24	Apr-24	Oct-24	\$1,500,000

(1) Consultant designed, city project manager is Mark Serbousek \$169,900,515

(2) Consultant designed, city project manager is Dan Buller

(3) Formerly "Residential G&O" or "Residential Chipseal". While most streets in these projects are on residential streets, other non-arterial streets may be included and hence the name change to "local access st." beginning in 2024.

(4) These projects are scheduled to be bid by WSDOT and constructed by WSDOT's contractor and are not shown on the exhibit.

(5) This list shows project that will be bid and/or constructed in 2024. The attached exhibit shows only projects which will be constructed in 2024 and so this project does not appear on that exhibit.

City of Spokane 2024 Construction Map North

For Project Updates Visit
<https://my.spokanecity.org/projects/construction>

DATE: February 8, 2024

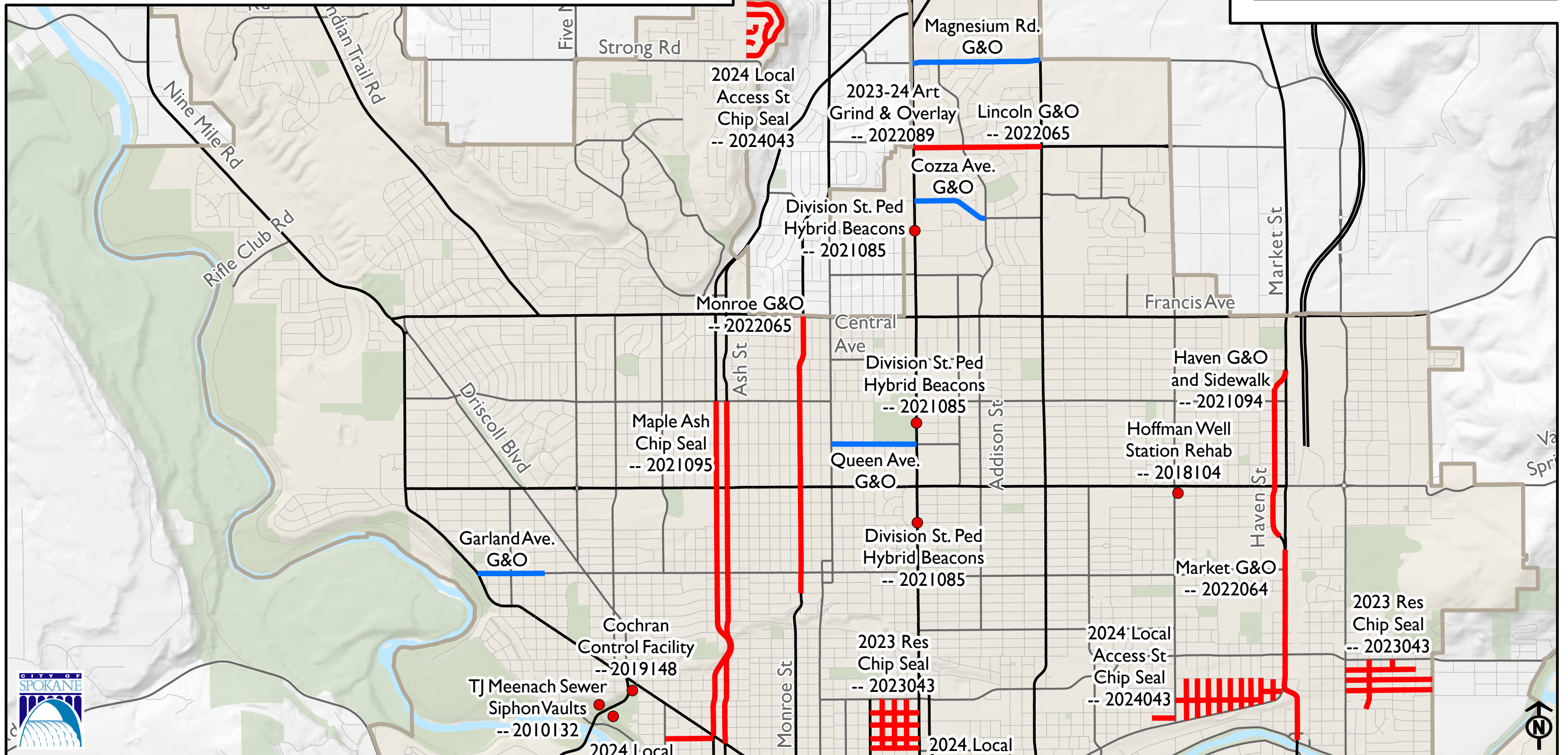
Legend

- Street Department Led Maintenance
- Capital Projects

**This map shows projects planned for construction in 2024*

Not Pictured

- 2024 Street Maintenance
- Curb Ramps
- Cycle 10 Traffic Calming
- Cycle 11 Traffic Calming
- 2024 Paving Unpaved Streets



City of Spokane 2024 Construction Map Central

For Project Updates Visit
<https://my.spokanecity.org/projects/construction>

DATE: February 8, 2024

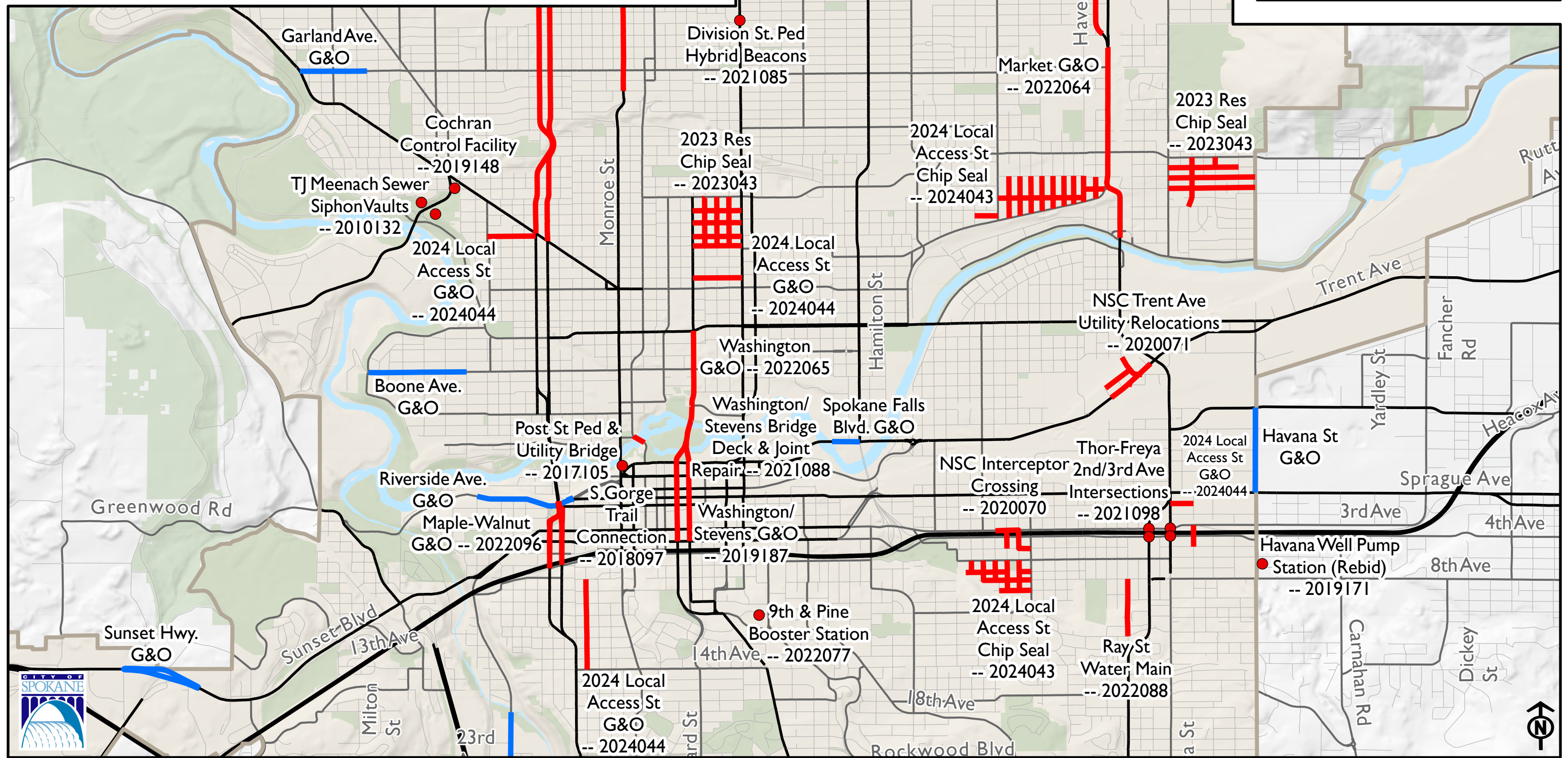
Legend

- Street Department Led Maintenance
- Capital Projects

**This map shows projects planned for construction in 2024*

Not Pictured

- 2024 Street Maintenance
- Curb Ramps
- Cycle 10 Traffic Calming
- Cycle 11 Traffic Calming
- 2024 Paving Unpaved Streets



City of Spokane 2024 Construction Map South

For Project Updates Visit
<https://my.spokanecity.org/projects/construction>

DATE: February 8, 2024

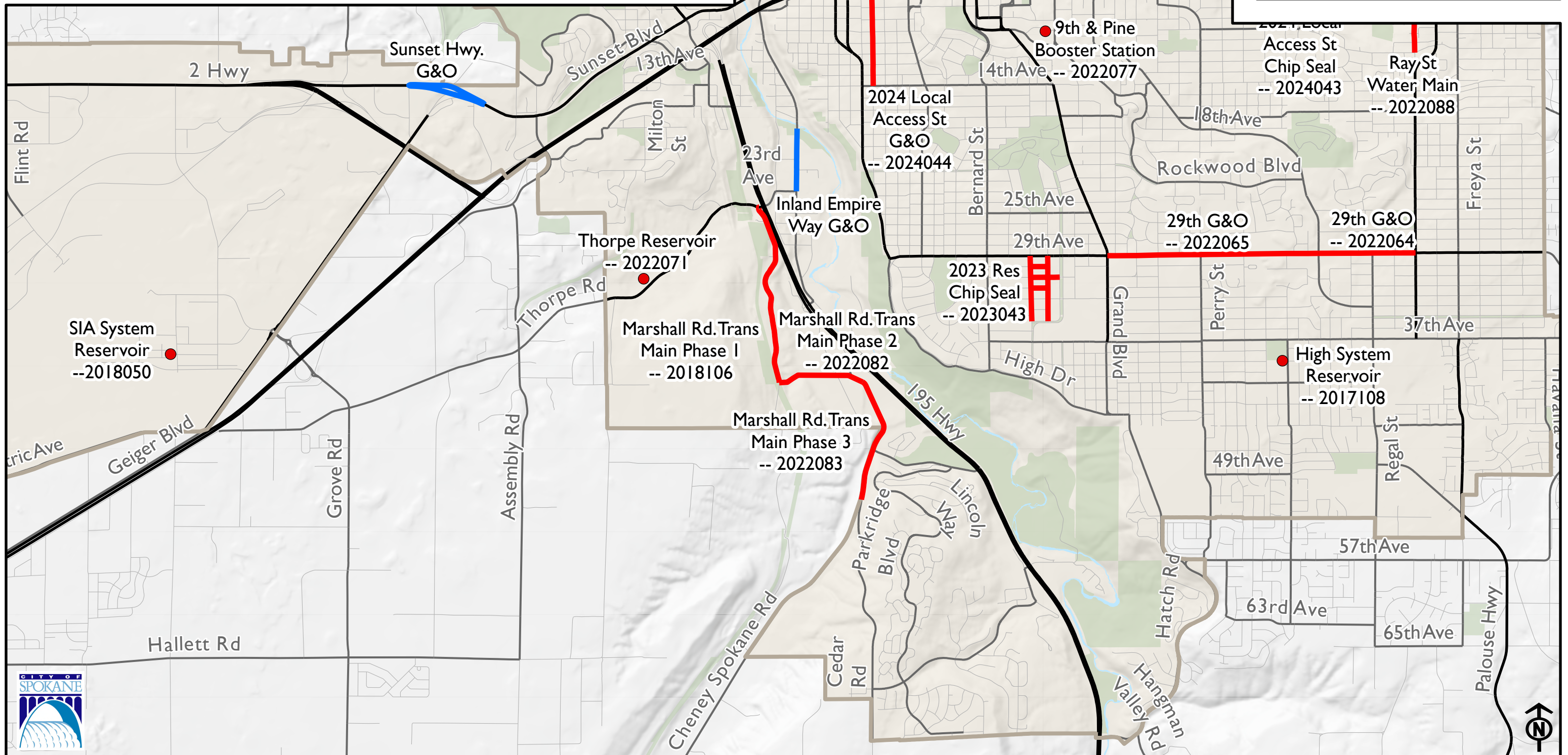
Legend

- Street Department Led Maintenance
- Capital Projects

**This map shows projects planned for construction in 2024*

Not Pictured

- 2024 Street Maintenance
- Curb Ramps
- Cycle 10 Traffic Calming
- Cycle 11 Traffic Calming
- 2024 Paving Unpaved Streets



STANDING COMMITTEE MINUTES
City of Spokane
Public Infrastructure, Environment, and Sustainability (PIES) Committee
January 29, 2024

Call to Order: 1:15 p.m.

Recording of the meeting may be viewed here: <https://vimeo.com/907626948>

Attendance

Committee Members Present:

CP Wilkerson, CM Zappone (arrived at 1:16 p.m.), CM Cathcart, CM Bingle, CM Dillon, CM Klitzke (arrived at 1:18 p.m.), and CM Navarrete.

Committee Members Absent: none

Staff/Others Present:

Dan Wordell, Laz Martinez, Nick Hamad, Katherine Miller, Clint Harris, Raylene Gannet, Marlene Feist, Michelle Murray, Garret Jones, Nicolette Ocheltree, Alex Gibilisco, Andres Grageda, Noah, Corin Morse, Mark Papish, Sarah Sirott, Adam McDaniel, James Caddey, Kristen Davis.

Approval of Minutes

➤ Action taken

CM Bingle moved to approve the minutes of the November 27, 2023 meeting; the motion was seconded by CM Navarrete. The minutes were approved unanimously.

Agenda Items

Discussion items

1. CREATION OF AN ADDITIONAL WATER PURVEYOR RATE CLASS
 - Action taken
Item moved forward for formal Council consideration.
2. AMENDMENT TO AIRWAY HEIGHTS WATER SUPPLY AGREEMENT
 - Action taken
Item moved forward for formal Council consideration.
3. UTILITY RATES REVIEW SCHEDULE AND WORK PLAN
 - Action taken
Presentation and discussion only.
4. UTILITY BILLING PANDEMIC RELIEF AND DELINQUENCY UPDATE
 - Action taken

- Presentation and discussion only.
5. SNOW REMOVAL PRIMER AND FULL-CITY PLOW REVIEW
 - Action taken
Presentation and discussion only.
 6. CLIMATE POLLUTION REDUCTION GRANT
 - Action taken
This item moved forward for formal Council consideration.
 7. AMENDMENT TO INTERDEPARTMENTAL AGREEMENT BOSCH LOT PARKING
 - Action taken
Item moved forward for formal Council consideration.
 8. CONTAMINATED MATERIAL DISPOSAL RESOLUTION & CONTRACT
 - Action taken
Item moved forward for formal Council consideration.
 9. RESOLUTION FOR ECOLOGY LOANS
 - Action taken
Item moved forward for formal Council consideration.
 10. SBO FOR STATE & LOCAL CYBER SECURITY GRANT PROGRAM
 - Action taken
Item moved forward for formal Council consideration.
 11. ACCOUNTING & GRANTS-NORTHEAST COMMUNITY CANTER ARPA CAPITAL
 - Action taken
Item moved forward for formal Council consideration.

Consent items

1. 4320-CONSENT TO AWARD STAIRS AND RAILING CONTRACT TO BLACKWATER INDUSTRIES (WASTEWATER MANAGEMENT)
2. 4250 – DEPT OF ECOLOGY GRANT WASHINGTON BASIN STORMWATER (INTEGRATED CAPITAL MANAGEMENT)
3. 4100 - WATER DEPT. PURCHASE OF MISC WATERWORKS PRODUCTS (WATER & HYDROELECTRIC SERVICES)
4. 4320-CONVEYOR BELT (SERPENTIX) REPLACEMENT PROJECT - MCCLINTOCK & TURK (WASTEWATER MANAGEMENT)
5. 4320-CONSENT TO AWARD BIOSOLIDS HAULING SERVICES TO SAFEWARE, INC. (WASTEWATER MANAGEMENT)
6. 5100 - 3 2025 MACK REFUSE TRUCKS (FLEET SERVICES)
7. 5100 – CONTRACT WITH DAY WIRELESS FOR RADIO SYSTEM MAINTENANCE (FLEET SERVICES)
8. 0370 - LOW BID AWARD - RAY STREET WATER MAIN (2022088) - TBD (ENGINEERING SERVICES)

9. 0370 - LOW BID AWARD - WASHINGTON/STEVENS BRIDGE (2021088) - TBD
(ENGINEERING SERVICES)
10. 4490 CONTRACT AMENDMENT FOR SCAFFOLDING SERVICES (SOLID WASTE DISPOSAL)
11. 4490 CONTRACT RENEWAL FOR INSULATION SERVICES (SOLID WASTE DISPOSAL)
12. 4490 CONTRACT EXTENSION FOR REFRACTORY AND SANDBLASTING SERVICES (SOLID WASTE DISPOSAL)
13. 4490 VALUE BLANKET FOR THE PURCHASE OF FABRIC FILTER BAGS (SOLID WASTE DISPOSAL)
14. 4490 CONTRACT AMENDMENT FOR ANNUAL HVAC SERVICES (SOLID WASTE DISPOSAL)
15. 4490 PURCHASE OF HIGH CALCIUM QUICKLIME (SOLID WASTE DISPOSAL)
16. 4500-PURCHASE OF COMPRESSED NATURAL GAS (CNG) BACKUP GENERATOR (SOLID WASTE COLLECTION)
17. 4250 – DEPT OF ECOLOGY LOAN AGREEMENT MARION HAY INTERTIE (INTEGRATED CAPITAL MANAGEMENT)
18. 4250 – DEPT OF ECOLOGY LOAN AGREEMENT NINE MILE SEWER (INTEGRATED CAPITAL MANAGEMENT)
19. 4250 – PUBLIC WORKS BOARD LOAN AGREEMENT FREYA STREET IMPROVEMENTS (INTEGRATED CAPITAL MANAGEMENT)
20. 4250 – DEPT OF ECOLOGY GRANT CSO BASIN 34 (INTEGRATED CAPITAL MANAGEMENT)
21. 4250 – DEPT OF ECOLOGY GRANT FRANCIS STORMWATER FACILITY (INTEGRATED CAPITAL MANAGEMENT)
22. 1100 - STREET DEPARTMENT SIGN POSTS (STREETS)
23. 5300 SHI – CO-MANAGED LOGRHYTHM SERVICES (INNOVATION & TECHNOLOGY SERVICES)
24. 5300 STATE & LOCAL CYBER SECURITY GRANT PROGRAM - ISE (INNOVATION & TECHNOLOGY SERVICES)

Executive session

None.

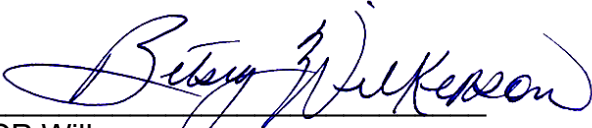
Adjournment

The meeting adjourned at 2:06 p.m.

Prepared by:

Giacobbe Byrd, Council Office Director

Approved by:

A handwritten signature in blue ink that reads "Betty Wilkerson". The signature is written in a cursive style with a large, looping initial "B".

CP Wilkerson
PIES Committee Chair



Agenda Sheet for City Council:

Committee: PIES **Date:** 02/26/2024

Committee Agenda type: Discussion

Date Rec'd

2/14/2024

Clerk's File #

Renews #

Cross Ref #

Council Meeting Date: 03/11/2024

Submitting Dept

CITY COUNCIL

Project #

Contact Name/Phone

ABIGAIL 6426

Bid #

Contact E-Mail

AMMARTIN@SPOKANECITY.ORG

Requisition #

Agenda Item Type

Resolutions

Council Sponsor(s)

MCATHCART ZZAPPONE PDILLON

Agenda Item Name

0320 - NEIGHBORHOOD TRAFFIC CALMING PROJECTS FOR 2025 (CYCLE 12)

Agenda Wording

A resolution regarding the approval of year 2025 traffic calming applications and projects to be paid through the Traffic Calming Measures Fund.

Summary (Background)

In the new four year project cycle, the City Council is asked to approve projects on a year by year basis from the approved project list of neighborhood approved solutions. These projects would be for 2025 construction. Additionally, the project list is created via several lenses, accounting for funding/project history, safety, new developments in neighborhoods, etc.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

Amount

Budget Account

Expense \$ approximately \$5M

traffic calming fund

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

Division Director

Accounting Manager

Legal

For the Mayor

ORLOB, KIMBERLY

SCHOEDEL, ELIZABETH

Additional Approvals

Distribution List

nzollinger@spokanecity.org

korlob@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	02/26/2024
Submitting Department	Office of the City Council
Contact Name	Abigail Martin
/Contact Email & Phone	ammartin@spokanecity.org 509.625.6426
Council Sponsor(s)	Cathcart, Zappone, Dillon
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	Neighborhood Traffic Calming Projects for 2025 (Cycle 12)
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	In the new four year project cycle, the City Council is asked to approve projects on a year by year basis from the approved project list of neighborhood approved solutions. These projects would be for 2025 construction. Additionally, the project list is created via several lenses, accounting for funding/project history, safety, new developments in neighborhoods, etc.
Summary (Background)	*use the Fiscal Impact box below for relevant financial information
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: <u>Click or tap here to enter text.</u></p> <p>Current year cost:</p> <p>Subsequent year(s) cost:</p> <p>Narrative: We're working to get the budget in order for projects for the next few years. This item will deal with projects and budget for 2025.</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Specify funding source: Program revenue</p> <p>Is this funding source sustainable for future years, months, etc? Yes, per the Traffic Calming fund.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p> <p>Where possible projects are selected and funded in conjunction with grants and other strategic alignment.</p> <p>Operations Impacts (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> • What impacts would the proposal have on historically excluded communities? <p>The Traffic Calming fund creates project lists based on several lenses, accounting for funding/project history, safety, new developments in neighborhoods, etc.</p> <ul style="list-style-type: none"> • How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? <p>Accidents and before/after data can be collected and we are working with the Spokane Police Department and various other departments receiving Traffic Calming funds to report out data and usage quarterly.</p> <ul style="list-style-type: none"> • How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution? 	

Pre and post data, collision data, pedestrian/bike safety data all are part of the collection of information to support projects.

- 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 Traffic Calming work group includes many City departments and staff- Integrated Capital Management; Engineering Services; Streets; Planning; Neighborhood Services; City Council and Mayoral staff. This inclusion and broad group is meant to support efforts across the City.

Council Subcommittee Review

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

Traffic Calming Subcommittee: Council Members Cathcart, Zappone, and Dillon.

RESOLUTION NO. 2024-XXXX

A resolution regarding the approval of year 2025 traffic calming applications and projects to be paid through the Traffic Calming Measures Fund.

WHEREAS, the funds generated from automated traffic safety cameras are designed for neighborhood traffic calming projects which the neighborhoods themselves applied for; and

WHEREAS, the City Council historically has adopted several resolutions regarding the allocation of funds generated from automated traffic safety cameras, with the most recent allocation set forth in Resolution 2023-0063 for the "Cycle 11" projects; and

WHEREAS, on July 10, 2023, the City Council adopted Resolution 2023-0057, which institutes a new allocation criteria and funding process for traffic calming projects that incorporates a four-year funding cycle, commencing with year 2023 and continuing through year 2026, and further which takes into account historical investment of traffic calming funds invested in each council district, the comparative costs of individual projects, and the most favorable timing for commencement of each project; and

WHEREAS, throughout the years 2022 and 2023, City staff have conducted extensive outreach among and with the 29 neighborhoods in Spokane to finalize their list of priority traffic calming projects; and

WHEREAS, consistent with Resolution 2023-0057 and the expressed preferences of neighborhoods, the City Council endorses the use of traffic calming funds for the projects identified in this resolution, with the actual continuation of projects in 2025 to be as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED that, consistent with Resolution 2023-0057; Resolution 2023-0063, and this resolution, the total cost of all projects approved for commencement in 2025 and charged to the Traffic Calming Fund shall not exceed \$2,000,000, and shall be selected from among those projects identified on the attached Exhibit "A" which is incorporated herein by reference, and

AND IT IS FURTHER RESOLVED, that additional traffic calming projects for the years 2026-2027 shall be by separate resolution; and

AND IT IS FURTHER RESOLVED that nothing in this resolution shall be deemed to alter the allocations and funding set forth in the "Cycle 11" projects in

Resolution 2023- 0063 or to otherwise affect projects already underway as of the date of this resolution.

Passed by the City Council this ____ day of _____, 2024.

City Clerk

Approved as to form:

Assistant City Attorney

DRAFT

EXHIBIT A

District 1

Hillyard- Haven/Rockwell crosswalk
Logan- Marietta sidewalk
Minnehaha- Freya (Euclid to Bridgeport)

District 2

Cliff/Cannon- Walnut/Maple/Cedar
Cliff/Cannon + Rockwood- partial
East Central (9th- Altamont to Perry)
Lincoln Heights (17th- Havana to Rockwood)
Rockwood (Rockwood @ Sumner)
West Hills (Rosamund @ F)

District 3

Browne's Addition (2nd @ Elm)
Emerson-Garfield- Buckeye @ Washington
Five Mile- Strong Rd (Elm to Cedar)
West Central- Summit, Broadway, Boone

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 02/26/2024**Committee Agenda type:** Consent**Date Rec'd**

2/23/2024

Clerk's File #**Renews #****Cross Ref #****Council Meeting Date:** 03/11/2024**Submitting Dept**

INTEGRATED CAPITAL

Project #**Contact Name/Phone**

NATE SULYA 6988

Bid #**Contact E-Mail**

NSULYA@SPOKANECITY.ORG

Requisition #**Agenda Item Type**

Contract Item

Council Sponsor(s)

BWILKERSON JBINGLE KKLITZKE

Agenda Item Name

4250 - AMENDMENT TO ASSIGNMENT AGREEMENT

Agenda Wording

Amendment to OPR 2022-0581 Assignment Assumption Agreement with Proclaim Liberty West LLC, Spokane, WA, February 1, 2022 to Present. No Cost Amendment.

Summary (Background)

Amending the assignment agreement with Proclaim Liberty West regarding CHIP grant award for the Liberty Park Terrace project. This amendment is to include an amendment from US Dept of Housing and Urban Development (HUD).

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$ 680,461

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative**Amount****Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

Division Director

Accounting Manager

Legal

For the Mayor

Additional Approvals

Distribution List

proclaimlibertyspk@gmail.com

mfeist@spokanecity.org

mdavis@spokanecity.org

imccounting@spokanecity.org

schoedel@spokanecity.org

nusulya@spokanecity.org

eraea@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	2/26/2024
Submitting Department	ICM
Contact Name	Nate Sulya
Contact Email & Phone	nsulya@spokanecity.org 509-625-6988
Council Sponsor(s)	CP Wilkerson, CM Bingle, CM Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Amendment to OPR 2022-0581 ASSIGNMENT ASSUMPTION AGREEMENT PROCLAIM LIBERTY WEST LLC
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	Amending the assignment agreement with Proclaim Liberty West regarding CHIP grant award for the Liberty Park Terrace project. This amendment is to include an amendment from US Dept of Housing and Urban Development (HUD). *use the Fiscal Impact box below for relevant financial information

Fiscal Impact

Approved in current year budget? Yes No N/A

Total Cost: \$680,461

Current year cost:

Subsequent year(s) cost:

Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue

Funding Source One-time Recurring N/A

Specify funding source: Grant

Is this funding source sustainable for future years, months, etc? N/a

Expense Occurrence One-time Recurring N/A

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

This is a grant from the Dept. of Commerce that the City has assigned to Proclaim Liberty West. There is no matching funds, etc. required.

Operations Impacts (If N/A, please give a brief description as to why)

- What impacts would the proposal have on historically excluded communities?

Public Works services and projects are designed to serve all residents 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 public works project 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?

This project is consistent with the City's adopted policies and programs.

Council Subcommittee Review

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

City Clerk's No. OPR 2022-0581
 Engineering Services 2022087

AMENDMENT TO CAPITAL AGREEMENT WITH CITY OF SPOKANE THROUGH
 CONNECTING HOUSING TO INFRASTRUCTURE PROGRAM (CHIP) USING STATE
 CAPITAL FUNDS

THIS AMENDMENT TO CAPITAL AGREEMENT WITH CITY OF SPOKANE (this "Amendment"), is made and entered into as of March 1, 2024 (the "Effective Date"), by and among WASHINGTON STATE DEPARTMENT OF COMMERCE, a department of the State of Washington ("Commerce") and PROCLAIM LIBERTY WEST, LLC, a Washington limited liability company (the "Grantee").

W I T N E S S E T H:

WHEREAS, Commerce made a grant in the amount of \$680,461.00 (the "Grant") to City of Spokane ("City"), as assigned to Grantee, to support the construction of an affordable rental housing development known as Liberty Park Expansion (the "Project"), located on the real property described in the legal description attached as Exhibit "A";

WHEREAS, as a condition of the Grant, Commerce and City entered into that certain Capital Agreement with City of Spokane through Connecting Housing to Infrastructure Program (CHIP) using State Capital Funds, dated July 1, 2021, as assigned to Proclaim Liberty by City of Spokane Contract Assignment and Assumption dated April 4, 2023, as further assigned to Grantee by City of Spokane Amended Assignment and Assumption dated December 27, 2023 ("Agreement");

WHEREAS, Grantee has obtained financing from Centennial Mortgage, Inc., a Missouri corporation ("Lender") for the benefit of Liberty Park Expansion, which loan is secured by a Multifamily Deed of Trust, Security Agreement, Assignment of Rents, and Fixture Filing ("Security Instrument") dated as of March 1, 2024, and recorded in the Auditor's Office of Spokane County, Washington ("Records"), and is insured by the United States Department of Housing and Urban Development ("HUD"); and

WHEREAS, as a condition of insuring the FHA loan, HUD requires that the Agreement be amended to acknowledge the FHA mortgage and to comply with HUD requirements.

NOW, THEREFORE, the parties hereto hereby agree as follows:

Section 1. Definitions. Unless otherwise defined, capitalized terms used herein shall have the meanings assigned to them in the Agreement.

Section 2. HUD Requirements. The Agreement is hereby amended to add a new Section 49, as set forth below, and in Exhibit B attached to this Amendment:

"49. HUD Requirements.

A. The HUD Rider to Capital Agreement with City of Spokane through Connecting Housing to Infrastructure Program (CHIP) using State Capital Funds, attached hereto as Exhibit B (the “HUD Rider”), is incorporated by reference into this Agreement for such time as the Project is subject to a mortgage, deed of trust or security instrument insured or held by the Secretary of Housing and Urban Development (“HUD”), or its successors or assigns.”

Section 3. No Defaults. Commerce acknowledges and agrees that there have been no defaults under the Commerce Grant Documents and no event has occurred which, with the passage of time, the giving of notice or both, would constitute a default under the Commerce Grant Documents or would entitle Commerce to revoke any of the rights granted to the Grantee under the Commerce Grant Documents.

Section 4. Reaffirmation of Agreement. Commerce and Grantee each hereby reaffirm each of the provisions of the Commerce Grant Documents and confirm that the Commerce Grant Documents, as amended, and each of the terms and provisions thereof shall remain in full force and effect for the term thereof.

Section 5. Execution of Counterparts. This Amendment may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signatures on following pages]

IN WITNESS WHEREOF, Commerce and Grantee have executed this Amendment Capital Agreement with City of Spokane through Connecting Housing to Infrastructure Program (CHIP) using State Capital Funds by duly authorized representatives, all as of the date written above.

COMMERCE:

Grantee Signature Page to Amendment to Capital Agreement with City of Spokane through Connecting Housing to Infrastructure Program (CHIP) using State Capital Funds

GRANTEE:

PROCLAIM LIBERTY WEST, LLC,
a Washington limited liability company

By: Proclaim Liberty,
a Washington public benefit nonprofit corporation,
its Sole Member and Manager

By: _____
Brian Grow, President

STATE OF _____)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Brian Grow, President of Proclaim Liberty, the Sole Member and Manager of PROCLAIM LIBERTY WEST, LLC, on behalf of said limited liability company.

Notary Public
My Commission No. _____
My Commission Expires: _____

CITY OF SPOKANE

Attest:

By: _____
Signature Date

City Clerk

Type or Print Name

Approved as to Form:

Title

Assistant City Attorney

EXHIBIT A

EXHIBIT B

HUD Rider to Capital Agreement with City of Spokane through Connecting Housing to Infrastructure Program (CHIP) using State Capital Funds

This RIDER TO RESTRICTIVE COVENANTS is made as of March 1, 2024, by PROCLAIM LIBERTY WEST, LLC, a Washington limited liability company (“Grantee”) and WASHINGTON STATE DEPARTMENT OF COMMERCE, a department of the State of Washington (“Commerce”).

WHEREAS, Grantee has obtained financing from Centennial Mortgage, Inc., a Missouri corporation (“Lender”) for the benefit of the project known as Liberty Park Expansion (“Project”), which loan is secured by a Multifamily Deed of Trust, Security Agreement, Assignment of Rents, and Fixture Filing (“Security Instrument”) dated as of March 1, 2024, and recorded with the Auditor’s Office of Spokane County, Washington (“Records”) contemporaneously herewith, and is insured by the United States Department of Housing and Urban Development (“HUD”);

WHEREAS, City of Spokane (“City”) received a grant from Commerce, as assigned to Grantee, which Commerce has required certain restrictions against the Project; and

WHEREAS, Commerce and City entered into that certain Capital Agreement with City of Spokane through Connecting Housing to Infrastructure Program (CHIP) using State Capital Funds, dated July 1, 2021, as assigned to Proclaim Liberty by City of Spokane Contract Assignment and Assumption dated April 4, 2023, as further assigned to Grantee by City of Spokane Amended Assignment and Assumption dated December 27, 2023 (“Restrictive Covenants”), with respect to the Project, as more particularly described in Exhibit A attached hereto;

WHEREAS, HUD requires as a condition of its insuring Lender’s financing to the Project, that the lien and covenants of the Restrictive Covenants be subordinated to the lien, covenants, and enforcement of the Security Instrument; and

WHEREAS, Commerce has agreed to subordinate the Restrictive Covenants to the lien of the Mortgage Loan in accordance with the terms of this Rider.

NOW, THEREFORE, in consideration of the foregoing and for other consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

(a) In the event of any conflict between any provision contained elsewhere in the Restrictive Covenants and any provision contained in this Rider, the provision contained in this Rider shall govern and be controlling in all respects as set forth more fully herein.

(b) The following terms shall have the following definitions:

"Code" means the Internal Revenue Code of 1986, as amended.

"HUD" means the United States Department of Housing and Urban Development.

"HUD Regulatory Agreement" means the Regulatory Agreement between Grantee and HUD with respect to the Project, as the same may be supplemented, amended or modified from time to time.

“Lender” means Centennial Mortgage, Inc., a Missouri corporation, its successors and assigns.

“Mortgage Loan” means the mortgage loan made by Lender to Grantee pursuant to the Mortgage Loan Documents with respect to the Project.

“Mortgage Loan Documents” means the Security Instrument, the HUD Regulatory Agreement and all other documents required by HUD or Lender in connection with the Mortgage Loan.

“National Housing Act” means the National Housing Act, 12 USC § 1701 *et seq.*, as amended.

“Program Obligations” has the meaning set forth in the Security Instrument.

“Residual Receipts” has the meaning specified in the HUD Regulatory Agreement.

“Security Instrument” means the mortgage or deed of trust from Grantee in favor of Lender, as the same may be supplemented, amended or modified.

“Surplus Cash” has the meaning specified in the HUD Regulatory Agreement.

- (c) Notwithstanding anything in the Restrictive Covenants to the contrary, the provisions hereof are expressly subordinate to (i) the Mortgage Loan Documents, including without limitation, the Security Instrument, and (ii) Program Obligations (the Mortgage Loan Documents and Program Obligations are collectively referred to herein as the “HUD Requirements”). Grantee covenants that it will not take or permit any action that would result in a violation of the Code, HUD Requirements or Restrictive Covenants. In the event of any conflict between the provisions of the Restrictive Covenants and the provisions of the HUD Requirements, HUD shall be and remains entitled to enforce the HUD Requirements. Notwithstanding the foregoing, nothing herein limits Commerce’s ability to enforce the terms of the Restrictive Covenants, provided such terms do not conflict with statutory provisions of the National Housing Act or the regulations related thereto. Grantee represents and warrants that to the best of Grantee’s knowledge the Restrictive Covenants impose no terms or requirements that conflict with the National Housing Act and related regulations.
- (d) In the event of foreclosure (or deed in lieu of foreclosure), the Restrictive Covenants (including without limitation, any and all land use covenants and/or restrictions contained herein) shall automatically terminate.
- (e) Grantee and Commerce acknowledge that Grantee’s failure to comply with the covenants provided in the Restrictive Covenants does not and will not serve as a basis for default under the HUD Requirements, unless a separate default also arises under the HUD Requirements.
- (f) Except for Commerce’s reporting requirement, in enforcing the Restrictive Covenants Commerce will not file any claim against the Project, the Mortgage Loan proceeds, any reserve or deposit required by HUD in connection with the Security Instrument or HUD Regulatory Agreement, or the rents or other income from the property other than a claim against:
- i. Available surplus cash, if Grantee is a for-profit entity;
 - ii. Available distributions of surplus cash and residual receipts authorized for release by HUD, if Grantee is a limited distribution entity; or
 - iii. Available residual receipts authorized for release by HUD, if Grantee is a non-profit entity;
- or

- iv. A HUD-approved collateral assignment of any HAP contract.
- (g) For so long as the Mortgage Loan is outstanding, Grantee and Commerce shall not further amend the Restrictive Covenants, with the exception of clerical errors or administrative correction of non-substantive matters, without HUD's prior written consent.
- (h) Subject to the HUD Regulatory Agreement, Commerce may require Grantee to indemnify and hold Commerce harmless from all loss, cost, damage and expense arising from any claim or proceeding instituted against Commerce relating to the subordination and covenants set forth in the Restrictive Covenants, provided, however, that Grantee's obligation to indemnify and hold Commerce harmless shall be limited to available surplus cash and/or residual receipts of Grantee.
- (i) Intentionally omitted.

The statements and representations contained in this rider and all supporting documentation thereto are true, accurate, and complete. This certification has been made, presented, and delivered for the purpose of influencing an official action of HUD in insuring a multifamily loan, and may be relied upon by HUD as a true statement of the facts contained therein.

Warning: Federal law provides that anyone who knowingly or willfully submits (or causes to submit) a document containing any false, fictitious, misleading, or fraudulent statement/certification or entry may be criminally prosecuted and may incur civil administrative liability. Penalties upon conviction can include a fine and imprisonment, as provided pursuant to applicable law, which includes, but is not limited to, 18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802, 24 C.F.R. Parts 25, 28 and 30, and 2 C.F.R. Parts 180 and 2424.

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 02/26/2024**Committee Agenda type:** Consent**Date Rec'd**

1/25/2024

Clerk's File #**Renews #****Cross Ref #****Council Meeting Date:** 03/04/2024**Submitting Dept**

WATER & HYDROELECTRIC SERVICES

Project #**Contact Name/Phone**

KRISTEN 509-625-6573

Bid #

5941-23

Contact E-Mail

KZIMMER@SPOKANECITY.ORG

Requisition #**Agenda Item Type**

Contract Item

Council Sponsor(s)

BWILKERSON

Agenda Item Name

MEDIA SERVICES CONTRACT FOR WATER CONSERVATION EDUCATION

Agenda Wording

4100-Water & Hydroelectric Services, Consultant Agreement, with Rogue Heart Media for educational media services for the Water Wise Spokane (conservation) program, not to exceed \$95,000.00

Summary (Background)

Informal Request for Proposals #5941-23 was issued in July of 2023 to more than 90 firms. Four proposals were received: the evaluation committee correspondingly recommended award to Rogue Heart Media after thorough evaluation and reference checking. Water Wise Spokane programs have been created to support efforts to reduce customer water use and utility bills year-round. The contractor will work with City staff to implement Strategic Public Education & Awareness Campaigns.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 95,000.00

Current Year Cost \$ 95,000.00

Subsequent Year(s) Cost \$

Narrative

Funding for this contract is available in the Water & Hydroelectric Services department budget.

Amount**Budget Account**

Expense \$ 95,000

4100-42415-34148-54201-99999

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

SEARL, LOREN

Division Director

FEIST, MARLENE

Accounting Manager

ALBIN-MOORE, ANGELA

Legal

SCHOEDEL, ELIZABETH

For the Mayor

PICCOLO, MIKE

Additional Approvals

PURCHASING

PRINCE, THEA

Distribution List

megan@rogueheartmedia.com

tlester@spokanecity.org

tprince@spokanecity.org

kzimmer@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	02/26/2024
Submitting Department	Water & Hydroelectric Services
Contact Name	Kristen Zimmer
Contact Email & Phone	kzimmer@spokanecity.org
Council Sponsor(s)	<u>CP Wilkerson</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	MEDIA SERVICES CONTRACT FOR WATER CONSERVATION EDUCATION
Proposed Council Action	<input type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Informal Request for Proposals #5941-23 was issued in July of 2023 to more than 90 firms. Four proposals were received: the evaluation committee correspondingly recommended award to Rogue Heart Media after thorough evaluation and reference checking.</p> <p>Water Wise Spokane programs have been created to support efforts to reduce customer water use and utility bills year-round. The contractor will work with City staff to implement strategic public education & awareness campaigns. The work includes but is not limited to production of legacy media content for the City of Spokane website (program and department videos, video curriculum, etc.), promotional strategy, program development and reporting support.</p> <p>The work produced supports and aligns with the Sustainability Action Plan, ORD C36209, and the City's Water Conservation Master Plan.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$95,000.00</u></p> <p style="padding-left: 40px;">Current year cost: \$95,000.00</p> <p style="padding-left: 40px;">Subsequent year(s) cost: \$95,000.00</p> <p>Narrative: <u>Funding for this contract is available in the Water & Hydroelectric Services department budget.</u></p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? Yes</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impacts (If N/A, please give a brief description as to why)	

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 work is designed to manage costs and continue service delivery in support of all citizens and taxpayers. It will 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?

This work is consistent with annual budget strategies to limit costs and approved projects in the SAP and ORD C36209.

Bid Response Summary

Bid Number IRFP 5941-23
Bid Title Water Stewardship Media Campaign
Due Date Tuesday, July 25, 2023 3:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company Rogue Heart Media
Submitted By Megan Kennedy - Tuesday, July 25, 2023 12:55:15 PM [(UTC-08:00) Pacific Time (US & Canada)]
 megan@rogueheartmedia.com

Comments

Question Responses

Group	Reference Number	Question	Response
PROPOSER ACKNOWLEDGMENTS:			
	1	Proposer Acknowledges receipt of Addenda by entering quantity of Addenda here (enter 0 if none have been issued):	0
	2	Proposer agrees and acknowledges that Informal Request for Proposal document(s) and all related information has been read and understood.	I agree and I acknowledge
	3	Proposer agrees and acknowledges compliance with Terms and Conditions in Informal Request for Proposal document(s). If answer is " AGREED WITH EXCEPTION IDENTIFIED", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.	AGREED AND ACKNOWLEDGED

4	Proposer agrees and acknowledges that proprietary information must be included in Proposal submittal on separate page(s) and clearly identified as "Proprietary". See "Proprietary Information/Public Disclosure" Paragraph for public record requirements.	I agree and I acknowledge
5	The Contractor shall not award any portion of the Work to any subcontractor without the City's prior approval. The Contractor shall be fully responsible to the City for the acts, errors and omissions of its subcontractors. No contractual relationship shall be created between any subcontractor and the City.	FWfwfe
6	Proposer has included Letter of Submittal with Proposal combined into one document per Section 3 "Proposal Content" instructions.	I agree and I acknowledge
7	Proposer acknowledges and agrees with Paragraph 4.4 Award/Rejection of Proposal/Contract.	I agree and I acknowledge
8	Provide the name, phone number and email address for point of contact person regarding this Proposal.	Megan Schuyler Kennedy, 509-919-6551. megan@rogueheartmedia.com
9	Provide the name, phone number, and email address for the person in your Firm that would potentially sign a contract through the DocuSign process used by the City.	Megan Schuyler Kennedy, 509-919-6551. megan@rogueheartmedia.com
DOCUMENTS TO UPLOAD:		

1	Upload Request for Informal Proposal Response (your Firm's Proposal). Combine documents as needed. Only one document can be uploaded in this line item.	IRFP5941-23WATERWISE_PROPOSAL_ROGUEHEART.pdf
2	Upload Addenda documents if applicable and if not combined with uploaded Proposal response. Combine documents as needed. Only one document can be uploaded in this line item.	
3	Upload any other information required or desired. Combine documents as needed. Only one document can be uploaded in this line item.	
4	Upload any other information required or desired. Combine documents as needed. Only one document can be uploaded in this line item.	



WATER STEWARDSHIP MEDIA CAMPAIGN

IRFP 594 1-23

CITY OF SPOKANE

ROGUE HEART

MEDIA THAT MAKES A DIFFERENCE



LETTER OF SUBMITTAL

July 21, 2023

City of Spokane
Attn: Thea Prince
IRFP COORDINATOR, City of Spokane Purchasing Department
808 W Spokane Falls Boulevard
Spokane, WA 99201

Dear Thea~

Thank you for the opportunity to put forth a proposal to continue supporting the water conservation and preservation goals of the City of Spokane through the Water Wise Spokane campaign. It has been our joy to build the campaign with City staff & partners and see the programs, reach, and impact grow.

We conduct all business from our studio location on North Monroe Street (address below) and film much of our work out in the community: our heart is here, in our local region. We are legally a Social Purpose Corporation, structured as a C Corp, 100% woman-owned, and are B Corp Certified.

We acknowledge that, if awarded this contract, we will comply with all terms and conditions set forth in the Request for Proposals, unless otherwise agreed by the Agencies. We hope for the opportunity to continue supporting the City's goals with meaningful media and impactful social marketing!

Sincerely,

Megan Kennedy | Founder & Creative Director
Megan@rogueheartmedia.com | 509-919-6551

VITALS:

ROGUE HEART MEDIA SPC
2916 N MONROE ST.
SPOKANE WA, 99205
PH: 509.919.6551
megan@rogueheartmedia.com

FOUNDED 2011, INCORPORATED 2013, B CORP 2022

TECHNICAL PROPOSAL

A. PROJECT APPROACH / METHODOLOGY

At Rogue Heart, our methodology is built upon a belief in the power of authentic storytelling, the value of collaboration, and the importance of community. As a social purpose corporation, it is within the foundation of our business to benefit our community, and that guiding compass makes us a highly valuable partner to our clients, who care about growing comprehension and behavioral change for positive outcomes. We are adaptive and compassionate by nature, priding ourselves on identifying the unique needs, goals, and obstacles of those we serve. We exist to create *Media that Makes a Difference*.

The proposal that follows reflects our approach to supporting the City's ongoing efforts to promote water conservation, pollution prevention, stormwater protection and the overall stewardship of our aquifer and local water system. Beginning with a deep care for our clients and a shared focus on effective content and measurable results, in general terms, our methodology follows a structure of:

1. CAMPAIGN DEVELOPMENT/PRE-PRODUCTION
2. MEDIA PRODUCTION & DESIGN
3. POST-PRODUCTION & FEEDBACK
4. APPROVAL & DISTRIBUTION
5. TRACKING / REPORTING
6. ADAPTING

Our aim is to appreciate the full picture of needs and challenges (1. Development), to create media that makes a difference towards those aims (2. Production- 3. Post-Production), and deliver pieces strategically to the intended audience (4. Distribution) in a way that is measurable (5. Tracking) and that we can learn from (6. Adapting) in order to adjust the campaign as necessary. Because of the length of this contract, we would visit each step within this structure multiple times with multiple campaign efforts- some of which will overlap or unfold concurrently, each time approaching media creation and distribution with further clarified understanding of what is working to reach and motivate audiences of each promotion.

As outdoor enthusiasts and loyal residents of Spokane, the aims of this campaign are of the highest importance to our team, not only because it is in alignment with our social purpose, but because we have learned so much in the past five years of building the Water Wise Spokane campaign alongside City of Spokane staff. These efforts include the campaign rebrand (formerly *Slow the Flow*), establishing social channel profiles, creating benchmarks for digital content performance, and producing an extensive local media library - and we are eager to continue to build on what we've collectively learned.

Additionally, our approach to this project will continue to be rooted in interdepartmental collaboration with the City. As the reach and success of the Water Wise Spokane campaign have grown, so have the necessary partnerships between departments to share in the community outreach and social platform maintenance as well as planning and strategizing efforts. Bringing together the City's messaging for Stormwater Protection, Water Conservation, and Wastewater Treatment under Water Wise Spokane has allowed campaign audiences further insight into the interconnectedness of our local water system and the interrelated goals and impacts for our region's health. By growing what Water Wise Spokane represents and being nimble to incorporating messaging and goals from multiple programs in partnership, we've avoided duplicate efforts and the risk of watered-down audiences - which would have been costly and detrimental to the City's overall goals.

TECHNICAL PROPOSAL (CONTINUED)

B. WORK PLAN

Changing behaviors for healthier communities starts with connection and trust: Connection to the issues and their impacts, and trust that efforts made will actually be meaningful. And ideally, our asks of citizens need to be reasonable, simple, and when appropriate, incentivized. We love being a resource to our clients on the architecture of new and refreshed programs, and the messaging to promote them. Through compelling video, photography, design, and copywriting, the diverse ways for citizens to engage in the City's Water Wise Spokane programs come to life. These communication tools support our work in community-based social marketing, or the pursuit to impact behavior.

With a bit of strategic user experience (UX) considerations, the arena with the clearest paths to tracking the effectiveness of marketing is digital. In part, because online platforms form an ecosystem where citizens can be moved to actions with ease: upon seeing a carousel ad on Facebook, a video ad on Hulu, or a banner ad with radio spot on Pandora to name a few- a citizen can click and be taken to deeper information and immediately sign up for resources, rebates, etc on the City's website. We can help citizens to connect with an ask with catchy, hopeful, funny, or inviting content - and most importantly, content that is localized to our community in a way that builds trust and connection for ongoing benefits. Here again the value of digital spaces is clear: once citizens are interested in what we are sharing, they can stay connected by following Water Wise Spokane on social channels, signing up for informational & contest newsletters.

In the Water Wise Spokane campaign thus far, we have established strong channels on Facebook, Instagram, and YouTube, which feed back to the City's dedicated web pages: waterwisespokane.org, spokanescape.org, and spokanestormwater.org. These sites have been bolstered by designed assets and video embeds made since 2019 that educate viewers about "What" important work the City is doing across departments, "Why" the Water Wise program offerings & tips are worthwhile solutions, and "How" they can take pride in (easily) participating and make a difference here at home!

The "Who" in these videos has been consistently and admirably, City Staff and citizen advocates. While many agencies go the route of hiring actors for video work, it is our belief at Rogue Heart that community members crave and connect with authenticity. The value of seeing their neighbors' water conservation wins celebrated such as in our Water Wise Challenge and Flume user profiles has the added strength of or meeting the staff who will actually come to their home for an irrigation check-up first in a video, and then at their door... That value and trust cannot be understated. These individuals featured in our Water Wise videos thus far can speak with genuine enthusiasm, which is key. Not to mention, the City's budget can stretch further and afford additional ad reach rather than investing in acting talent and agency fees.

Our current community outreach content tends to reflect the following value proposition:

"If I participate in WATER WISE SPOKANE programs, I will feel good making a big difference with small changes that protect our natural resources and save me money on my utility bill."

Our team has helped the City build a strong foundation with active channels and legacy content, and we can hardly wait to see where we can grow the efforts together from here. As we seek to impact our region with behavior changes of high likelihood and high impact, our audiences and our messages continue to take shape.

TECHNICAL PROPOSAL (CONTINUED)

Determining the balance of content to meet the needs of the programs and departments involved in the Water Wise Spokane campaign requires regular check-ins and reporting opportunities. Following a deeper strategic development meeting at the start of the new contract, during which we would hope to further clarify the timely goals of each stakeholder, adjust and finesse the overarching timeline and content ideas drafted here, and we would then advocate for meeting monthly with department collaborators to check in on progress and adapting organic content and ads accordingly, sharing and developing ideas together, and planning for fresh media acquisition opportunities and access as the year continues.

SCOPE OF SERVICES / PROJECT REQUIREMENTS

We understand that the Water Wise Spokane campaign requires covering diverse but interrelated topics of good stewardship and use reduction, including the following:

- **GOAL: Reduce indoor & outdoor water use**
 - **Residential:** Primary audience is single family home owners
INCENTIVES & RESOURCES TO PROMOTE: *Rebates on water-efficient equipment upgrades, 1:1 sprinkler system reviews, SpokaneScape program, water-saving contests*
 - **Commercial:** Primary audience is property management & facility maintenance pros
INCENTIVES & RESOURCES TO PROMOTE: *Rebates on water-efficient equipment and landscaping upgrades and free commercial facility site reviews & assessments*
- **GOAL: Increase understanding of pollution vulnerabilities & prevention solutions**
 - **Residential:** Audiences include vehicle owners, pet owners, home owners with swales, outdoor recreators... Strategic prioritizing & further discussion desired.
INCENTIVES & RESOURCES TO PROMOTE: *Incentive ideas include pavement pollutant education paired with free commercial car wash tokens, creative pet waste pickup encouragements, partner with oil change businesses for rewarding quick fixes of vehicle fluid leaks and building awareness of the connection to river health.*
 - **Commercial:** Primary audience is business owners in high-pollutant sectors (mechanics, salons, fast food, etc) and commercial properties with stormwater facilities
INCENTIVES & RESOURCES TO PROMOTE: *Proper source control for pollution prevention including promotion of EnviroCertified program, and swale maintenance education. Further strategic development of incentive possibilities would be desired.*
- **GOAL: Build contextual understanding of Public Works systems & goals**
 - Wastewater treatment, biosolids management, and discharge to river
 - Stormwater infrastructure maintenance, treatment, and improvements
 - Water conservation public education (Natural system & City infrastructure)

This third broader set of subjects serves a few purposes, including building respect and trust with the audiences. When citizens see the great length the City is going to move our region towards our goals for water conservation and stormwater pollution prevention, they will not be as easily dismissive of their responsibilities. We are all in this together, and we need to SHOW that as we are asking for public buy-in.

TECHNICAL PROPOSAL (CONTINUED)

We understand that if given the opportunity under this contract, we would grow our work with staff to create refreshed promotional strategies and ongoing multimedia (including legacy videos and timely short form content for different platforms and uses), support new program development and relevant reporting for the sake of measuring against goals for reach, participation, and behavior impacts among residents, as well as for use within the Municipal Stormwater Permit requirements regarding public education and outreach.

PROPOSED TASKS, SERVICES, AND ACTIVITIES

- Social Marketing Strategic Support & Content Development

With such a strong foundation of contemporary branding, active channels, and legacy videos established, we are excited by what this new chapter for Water Wise Spokane could look like. The campaign is poised to benefit from more targeted and strategic actions for the behavior changes the City would like to see. At this stage, for both water conservation and stormwater protection, we need to take further steps to:

1. Define and address our audiences' obstacles to the changes we're seeking
2. Promote the true & appealing benefits of adopting the behavior change
3. Motivate and create offers of an easy path to change, getting the audiences to act

The existing City of Spokane Water Conservation Master Plan outlines critical goals and water use data by demographics that can further guide these discussions. In addition to applying these and other social marketing principles, we would love to see Water Wise Spokane pursue more collaborative marketing opportunities with community partners, connecting audiences with real world engagement and resources as well as accessible digital content.

CITY INVOLVEMENT: Program Managers, Education Coordinators, and City Staff who are the decision makers and communicators for the Water Wise Spokane programs being promoted through this contract will need to take an active partnership role in this activity. A longer development session at the start of contract is anticipated, and then participation at monthly "huddles" for reporting and planning is requested.

- Video & Photo Production: Whether for short-notice access or long-anticipated productions, our team is nimble and centrally located to capture imagery and storytelling as opportunities arise. Our photos and videos connect, educate, and inspire audiences, and our monthly development check-ins keep our media production efforts in alignment with the guiding goals and timely needs of the contract and on budget. Our work style is human-centered, celebratory/hopeful, and fun. We also love finding efficiencies and alignments, so where we can capture content for multiple pieces and topics, we will.

CITY INVOLVEMENT: Program Staff and/or Education Coordinators are needed to appear on camera on some video shoots to shed light on timely topics, program benefits, Water Wise tips, or project updates. Other production opportunities can be handled by Rogue Heart without City Staff present as appropriate.

- Graphic Design: We are proud to continue partnering with Katherine Bell for the core branded design work for Water Wise Spokane. She would be our go-to for any new brand asset development. The existing brand suite was built for flexibility and broad use and our in-house team utilizes the graphics within videos and social content regularly. A wish list item we're pursuing in September is an updated animation of each primary

TECHNICAL PROPOSAL (CONTINUED)

logo for use in video tags. We also understand that the City prefers at times to produce graphics internally, and we view this service area as case-by-case collaborative, revisited at our monthly huddles.

CITY INVOLVEMENT: City Staff identified as content decision-makers will need to be accessible for providing timely feedback and approvals to keep schedules on track.

- **Content Review and Approval:** As video drafts are completed, photo collections treated, and digital ads built, our team will seek feedback and approval before pieces are published as appropriate. Our systems make sharing feedback easy, notes can be shared within our video review tool on Vimeo. Finished works can be downloaded straight from our Vimeo showcases along with caption files for accessibility. All design and photo assets are available to download from our shared folders on Google Drive and your unique photo gallery on Pixieset. These spaces are maintained for ease of access and sharing by City Staff.

CITY INVOLVEMENT: City Staff identified as content decision makers will need to be accessible for providing timely feedback and approvals to keep schedules on track.

- **Social Media Management for Facebook, Instagram, and YouTube:** Scheduling social content with seasonality, cadence, and balance of content types are kept in mind per the unique needs of each platform. This activity involves content creation (video, photo, design), post writing & publishing, plus monitoring for interactions. We are an open book in stewarding the social channels of our client partners, and we share draft content for feedback before scheduling posts. Creating collaborative posts with the City's channels and community partners such as certified SpokaneScape pros can further our reach as well.

CITY INVOLVEMENT: When public comments or questions arise on social media that require a response from City Staff, we will alert to the need as appropriate.

- **Digital Ad Management & Media Buying:** Presently we're engaged in a mix of Facebook, Instagram, Spotify, and Pandora Ads. Looking at the demographics, we feel a mix of Spokane Public Radio and Internet radio could provide meaningful engagement. Over 80% of SPR listeners are homeowners, which is one of a few intriguing demographics data that may make their station a valuable marketing partner. Additionally, we've experienced good performance for other clients on Hulu for digital video ads recently. Where to place ads needs to evolve based on the audience you are working to reach, and we should be tailoring the message to the medium.

CITY INVOLVEMENT: Program Managers, Education Coordinators, or City Staff assigned as decision makers will need to approve ad budgets and builds as needed or at monthly huddle meetings to confirm alignment with the City's goals, and be accessible for providing feedback and approvals to keep schedules on track.

- **Monitoring & Reporting:** We report on metrics and digital performance monthly. Prioritized metrics are summarized on an "annual scorecard" spreadsheet, while breakdowns of individual ad and organic content performance is generated and shared.

DIGITAL MARKETING METRICS - EXAMPLES

- Per Channel monthly breakdown of Content Output
- Per Channel monthly recap of Audiences: followers, engagement, and reach

TECHNICAL PROPOSAL (CONTINUED)

- Web traffic, time on site, and bounce rates

In addition to content performance metrics, we have a deep interest in following the actions of viewers to the measurables that really matter: are programs reaching their goals of participation, are behaviors impacted?

CITY RESOURCE UTILIZATION MEASURABLES - EXAMPLES

- Number of SpokaneScape turf removal rebates credited
- Number of Water Wise Challenge residential water savings contest participation
- Number of Irrigation Efficiency Checkups given

We would like the opportunity to collaborate with decision makers on some additional meaningful metrics for Pollution Prevention / Source Control for Stormwater, and generally take a fresh look at what the priority measurables should look like going into 2024 and ever closer to 2030.

Our process leading up to delivery for any piece leaves lots of room for feedback and collaboration. It is important for us to know that we are on the right track for your content goals throughout the process so that there are no surprises for either party. You are encouraged to offer guidance regarding the footage acquisition, including selecting whom to interview and what amenities to feature. Drafts of all edits will be provided digitally to allow for discussion of changes. When approval is met, videos and other media will be delivered in the format that optimally suits the distribution channels and ad strategy.

C. PROJECT SCHEDULE

If given the opportunity to continue growing the impact of Water Wise Spokane together, we would see no lapse in services, our team able to continue with social media management and adaptive production and post-production services based on priorities of messaging. We would look forward to a refreshing campaign strategy & plan review session with each Department involved to update and fill in any gaps to establishing the 2024 priorities for the marketing objectives that fall within Water Wise Spokane, followed by a collaborative group meeting to benefit all with information and idea sharing to make efforts more efficient and aligned.

Refreshing the understanding of objectives, goals, implementation plan and evaluation metrics available will serve the campaign well. We've navigated so much growth and change together over the past years, this is an exciting time to refocus and design purposefully with the assembled teams and strong foundation.

OCTOBER: - Kick-off Strategy Meetings with Water Department and Wastewater Department
- Support further definition of target audiences and 2024 campaign priorities and projects
- Leverage outcome of Water Wise Challenge Winner announcement & water savings!
- Share Fall updates to Cochran Basin project, plan in advance of rain

MONTHLY: - ***Huddle with team for timely feedback and adjustments to active projects, introducing new tasks, planning upcoming media acquisition, reporting on past month's metrics, etc.***
- Continue creation of Water Wise Campaign Content as prioritized (Photography, Video, Design)

NOV- DEC: - Keep followers engaged with timeless, indoor, and winter season appropriate content
- Share historic & reflective content such as Ye Olde Water Wisdom

TECHNICAL PROPOSAL (CONTINUED)

- JAN- FEB: - Report on 2023 performance for Stormwater Permit reporting
- Prepare for any new spring needs with in-studio production, including radio
- MAR- APR: - Water Wise Wednesday Workshops & Tips begin, as better weather approaches
- Community Engagement / Outreach event season begins (such as Arbor Day and onward)
- Adaptive content readiness for rainy season and stormwater response
- MAY- JUN: - Water Wise Wednesday Workshops & Tips begin, as better weather approaches
- JUL- AUG: - Water Wise Challenge and SpokaneScape Photo contest
- Summertime messaging, including water rules and potential drought alerts
- SEP- OCT: - Program updates & people to celebrate! Staff shout-outs, participant rewards, etc
- Partner highlights and end-of-season outdoor filming opportunities
- Final reporting unless renewed. We'll provide either Oct 15-Oct 15 reports, or Jan-Dec reports

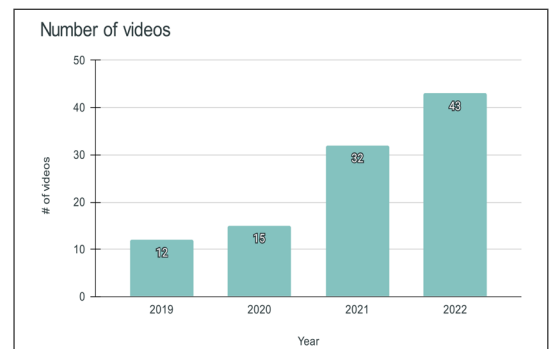
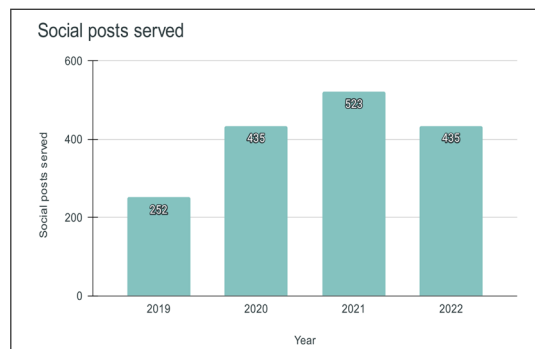
It is important to note that these are very general areas of focus based on historic efforts, and our team is more than flexible to adapt to new or different priorities of the campaign. Additionally, if historic budget allocation is applicable, we would anticipate between 10-14 video productions and 7-10 photoshoots throughout the year, 0-3 per month in service of legacy and timely content for Water Wise Spokane.

D. DELIVERABLES

Below is a simplistic representation of deliverables since we began this work in March of 2019. As our collaborations with the City gained momentum, and the new channels were established and then strengthened with a rebrand in 2020, and finally the messaging became more well-rounded and inclusive with an increase in stormwater content, the deliverables and versatility of our services have evolved in response.

Social Posts include:

- Facebook posts
- Instagram posts
- Instagram stories
- YouTube uploads
- Social Media ads



Video is a powerful part of effective storytelling and social marketing on social media- posts with video typically are stronger performers, have stronger conversions, and are more memorable for viewers than text and imagery. Because of the nature of Water Wise Spokane programs, video often says is best, such as with explainer/educational videos, resident and expert testimonials, and quirky & memorable PSA “ads” such as the “Be a Team Player” spot with Ribby and the Spokane Indians Baseball Team. These videos vary from punchy social shorts and Water Wise Tips that were produced in efficient batches to serve social media... To videos that were over a year in the making, such as the DIY SpokaneScape series.

TECHNICAL PROPOSAL (CONTINUED)

Comparing the growth of video deliverables, it is exciting to see how much we've made, and continue to adapt to the needs of the distribution channels and outreach opportunities. For context, we've already delivered 312 social posts and 45 videos so far for 2023 with our collaborators within the City.

We have anticipated creating 12-15 unique digital ads in seasonal promotion of Water Wise Spokane programs annually, but would look to adapt to the priorities that develop during the Kick-off Strategy Meetings and the conversations that follow. On the following page we've included a glimpse at the historic performance and reach of different platforms where Water Wise Spokane publishes, both paid and unpaid content.

WWS PAID POSTS (depending on monthly budgeted investment)

Digital Radio Ads- Spotify & Pandora	-	MONTHLY REACH 10,000 - 35,000 (historic)
Meta Ads- Facebook & Instagram	-	MONTHLY REACH 35,000 - 550,000 (historic)

WWS ORGANIC POSTS (depending on month & activity)

Facebook Organic	-	MONTHLY REACH 1,300 - 8,000 (historic)
Instagram Organic	-	MONTHLY REACH 6,000 - 107,000 (historic)
Instagram Stories	-	MONTHLY REACH 600 - 1,800 (historic)
YouTube Organic	-	MONTHLY REACH 200 - 6,500 (historic)

We are estimating delivering 12-15 ads per year, over 30 videos per year, and an estimated 10 photo collections from relevant opportunities, plus graphics treatment to bring it all within the Water Wise Spokane brand for 400+ social posts and content deliverables. With our bases (in this case, channels) covered, our job now is to continue the efforts, *working smarter not harder*.

Through this partnership, your media assets, paid media, and organic posts continue to perform beyond the length of each contract year. Annual messaging around certain programs can be refreshed rather than re-shot, and in this way we are able to leverage our media in an expanded way over time, to gain capacity back and delve into new ideas. Beautiful footage and quality stories last, and strong calls-to-action can be updated to suit a new season. It has been a joy to adapt and grow with you, and we hope to continue the adventure.

E. MINIMUM QUALIFICATIONS

Rogue Heart Media SPC is a registered Social Purpose Corporation licensed to do business in the State of Washington; our license to do business in the City of Spokane is current and will be renewed again on March 31st, 2024.

We have been creating content as a video & photo production company since 2011. In 2013 when we incorporated, we delved further into marketing, to better understand how content can be strategically distributed, earning clients more audience and impact from the content we created. In 2018, we were awarded our first contract for media campaign management with the City of Spokane, for the challenging and personal "business district survival marketing" campaign that would become Meet on Monroe, which later earned the Dussault Community Impact Award and an Award of Excellence in 2019 from the Spokane MarCom Association due to its measurable success. A year later, the same organization would honor the successful start of this very campaign, Water Wise Spokane, winning the Blaze Award in 2020 - the highest scoring entry, or "Best of Show."

MANAGEMENT PROPOSAL

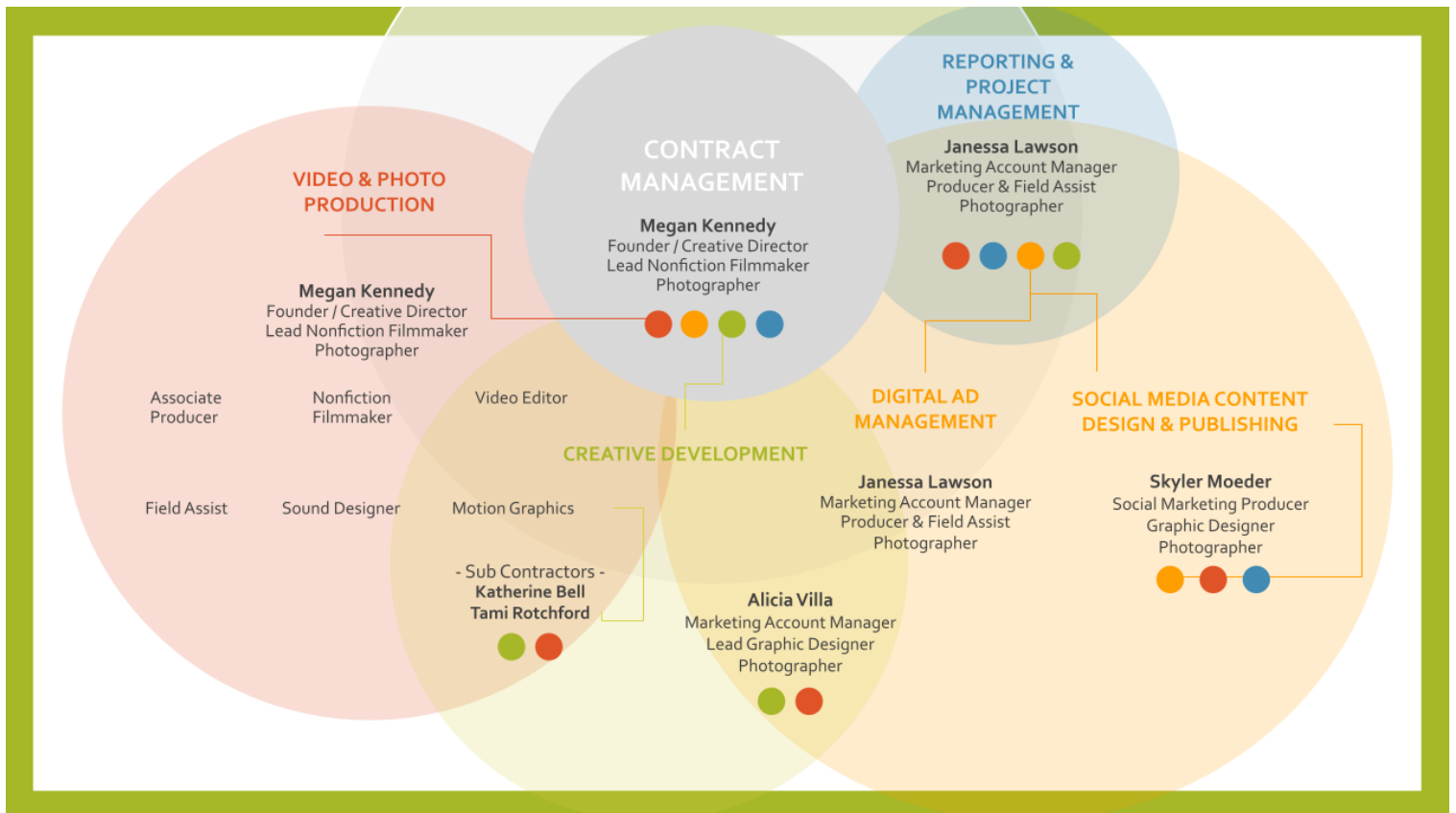
PROJECT MANAGEMENT

A. PROJECT TEAM STRUCTURE / INTERNAL CONTROLS

Our team within Rogue Heart is very collaborative and accessible. We have weekly check-ins on all active accounts to make sure tasks are on track and to adjust as needed. Our social media marketers monitor the channels nearly daily, and scheduling posts 4-7 times per week on some platforms. Between internal supports, active communication with each other and our clients, and monthly interdepartmental huddles for big picture developments, we have a good system that keeps us accountable and actively responsive.

Megan Kennedy as Creative Director would have overall responsibility and final authority of work in the respect to development, production, and delivery, though elements of those processes will be shared, delegated, or led by fellow team members.

Janessa Lawson would continue primary social media marketing account management and reporting. The accountability chart for our organization in relation to this work is as follows.



The entire project unless agreed upon with City of Spokane staff will be completed in-house. Subcontracting where strategically beneficial, such as in designing additional brand assets or embarking on complex animation projects as we have actively discussed, will find us tapping into some of our trusted collaborators within the industry. Namely: Katherine Bell and Tami Rotchford.

We'd like to disclose that we were just informed that our second full-time nonfiction filmmaker and video editor on staff is relocating to Los Angeles, so for clarity we have not included her name, but rather we're listing the supportive roles that will be filled along with the position with a new well-qualified team member.

MANAGEMENT PROPOSAL (CONTINUED)

PROJECT MANAGEMENT

B. STAFF QUALIFICATIONS/EXPERIENCE

Our staff is experienced in developing and implementing ambitious and diverse multimedia and marketing campaigns for a broad range of clients. We are very passionate about what we've built together for the Water Wise Spokane campaign and hope for the opportunity take it to the next level.



MEGAN KENNEDY

Creative Director | Nonfiction Filmmaker | Photographer

With over 20 years of video production experience, Megan invests heart and mind into every project, from directing and editing PSA campaigns, to producing complex human interest documentaries, to developing extensive digital and multimedia campaigns. She also leads the team's photography services, specializing in crafted portraiture as well as creative and conceptual imagery for marketing. Megan serves as Creative Director for Rogue Heart's productions and projects, due to her diverse experience developing, coordinating, and directing all types of media creation. She has been an active member of Executive Women International since 2012, and she is dedicated to community stewardship through her work in the Emerson-Garfield Neighborhood and the North Monroe Business District. She completed her B.A. in Broadcast Production and Management, and was honored as the Outstanding Graduate from the Edward R. Murrow College of Communication WSU in 2005 at age 19. She founded Rogue Heart Media in 2011, committed to creative nonfiction storytelling. In 2015, she was named an Emerging Business Leader by Inland Business Catalyst magazine, and both in 2018 and 2019, Rogue Heart was honored with the Dussault Community Impact Award as a result of her commitment to projects that make a difference.

Megan will serve this project in creative development and media production, including filming and photography, editing, and ultimate Project Management Accountability. Megan's time is estimated at 350 hours on the project per year.



SKYLER MOEDER

Content Marketer | Designer | Photographer Associate Producer

An EWU graduate with a B.A. in Graphic Design and Theatre, Skyler is surrounded by the world of storytelling and loves to take part of it in anyway she can. An island girl who moved to Spokane, she found a way to pursue both of her creative passions- one rooted in the thrill of live performance and the other in making art of all forms. Skyler's skills include (and are not limited to) illustration, photography, image editing, typography and brand design. She is a content creation queen at Rogue Heart, taking ideas and crafting them into memorable posts for social media.

Skyler will support this project in social media content creation, collaborative marketing, scheduling, photography, and field producing, as well as copywriting. Her time serving Water Wise Spokane is estimated at 475 hours per year.

MANAGEMENT PROPOSAL (CONTINUED)

PROJECT MANAGEMENT



JANESSA LAWSON

Marketing Account Manager | Photographer Office Impact Manager

Janessa (she/her) has over 10 years of experience in professional photography, graduating from Spokane Falls Community College with her AAS in Photography in 2017. Throughout her time at the Falls, Janessa helped shape the Photography program with her leadership in the Photo Arts Club, serving as its social media coordinator and Vice President. Prior to returning to school, Janessa had a successful decade-long career in the financial industry, during which time she developed robust project management and leadership skills. With experience in copywriting and commercial photography projects of all types and sizes, she brings a keen eye for detail, passion for authenticity, and love of storytelling to every project she undertakes. Janessa fills two roles at Rogue Heart, keeping things humming with a multitude of administrative, organizational, and sustainability-centered skills, serving as Office Impact Manager in addition to her Account Management position.

Janessa will support this project in creative development, photography, and field producing, as well as leading social media management. This includes copywriting; social media content creation, scheduling, and reporting; as well as liaising with client representatives and administrative tasks. Her time managing the Water Wise Spokane Account is estimated at 500 hours per year.



ALICIA VILLA

Graphic Designer | Producer | Marketing Account Manager

Alicia is a multidisciplinary designer with a focus in branding and identity. With a wide ranging background in marketing, she has worked with luxury brands, nonprofit organizations and small businesses to establish and maintain consistent messaging and digital presence. She has a foundational skillset in typography, branding design, motion graphics and front-end web design. She graduated with honors from Eastern Washington University in 2019 with a B.A. in Graphic Design accompanied by a User Experience Design certification and a Minor in Journalism. In addition to her graphic design and marketing skills, Alicia is a dynamic field producer, supporting media acquisition as an engaged interviewer and organized content coordinator.

Alicia will support this project by implementing graphics within the established brand for video and social marketing use, and can support developing the brand further, as needed. Her time is estimated at 35 hours per year.

* Our team will be rounded out with our new hire in the month ahead, a fellow nonfiction filmmaker and editor who will take part in supporting the media production for Rogue Heart Media, estimated at 200 hours per year.

MANAGEMENT PROPOSAL (CONTINUED)

PROJECT MANAGEMENT



TAMI ROTCHFORD

Motion Graphics Designer | Subcontracted Collaborator

Tami is a highly experienced motion graphics designer, visual communicator and problem solver. As the principal motion designer at NxNW Studios for 30 years, Tami learned to grow and adapt with the needs of a constantly changing full-service video production company. She has created the motion graphics for numerous award-winning PSAs, regional commercials, and feature films, as well as the popular regional television series, “Washington Grown” on KSPS. Most recently, she worked with the American Bar Association, delivering a fully animated eight minute centennial video for their website, on time and on budget.

Tami holds a B.A. in Fine Art & Psychology from University of Iowa, and is a graduate of the Iowa State University Graphic Design Program, ‘89. Over the past decades she has worked successfully on a wide variety of projects, including regional television commercials, instructional videos, lifestyle television, documentaries, and motion picture open sequences. This body of work has helped her develop a deep understanding of timing and composition in motion graphic design, as well as the technical demands of the various delivery options.

Tami is available to serve the Water Wise Spokane campaign as a subcontractor or direct resource as a motion graphics designer and 2D animator. Her skills could be applied to more complex animations of illustrations such as with the “How Water Works” children’s book or in simpler logo animations and social media tags. Tami’s time here is quoted at 25 hours on the project, for logo animation work.



KATHERINE BELL

Graphic Designer | Illustrator | Subcontracted Collaborator

Katherine began collaborating with the Rogue Heart Media team in late 2019 and throughout 2020 on the brand refresh and graphic design work for the City of Spokane Water Department, including assets for Stormwater, SpokaneScape, and rebuilding what was formerly “Slow the Flow” into the new Water Wise Spokane campaign. The Water Wise Spokane logo design went on to earn an ADDY award from American Advertising Federation Spokane,, and continues to gain local recognition. Since then, we have continued working together- though she has relocated to Alaska, she remains a favorite albeit remote creative partner.

Katherine’s Resume is on the following page. Her time here is quoted at 10 hours on the project, for the flexible possibility of a new supportive program logo.

MANAGEMENT PROPOSAL (CONTINUED)

PROJECT MANAGEMENT



t 907.222.6300

145 East 5th Avenue
ANCHORAGE, ALASKA 99501

goyuit.com

KATHERINE BELL | ART DIRECTOR & ILLUSTRATOR

Experience

Yuit Communications | Anchorage, AK (2021 - Present)

Art Director & Illustrator

- Responsible for creating designs and conceptualizing marketing and advertising campaigns.
- Developed award winning concepts for the Department of Health, Cook Inlet Region, Inc. and Kaladi Brothers Coffee.

KBell Media, LLC | Anchorage, AK (2019-Present)

Freelance Graphic Designer

- Created brand designs, developed websites and worked with various vendors to bring creative concepts to life.
- Developed award winning concepts for the City of Spokane Water Wise program.

World Relief | Spokane, WA (2019-2021)

Communications Coordinator

- Responsible for managing social media and producing content, marketing, and fundraising materials.
- Oversaw blog and web maintenance and managed print newsletter and eNewsletter communications.

Averson Creative | Spokane, WA (2019-2021)

Graphic Designer

- Created and developed brand identities for various businesses.
- Responsible for brand element export and filing.

Whitworth University Outdoor Recreation | Spokane, WA (2016-2018)

Marketing Operations Coordinator

- Designer in charge of newspaper ads and print campaigns for clients, like BellSouth, Capitol One and Chivas Regal.

Education and Training

AIGA Conference | Seattle (2021)

Design conference and workshops.

Whitworth University | Spokane, WA (2019)

B.A. Journalism & Mass Communications, magna cum laude

B.A. Graphic Design, magna cum laude

Awards

- AIGA Alaska 2021, Silver; 2022, Best in Category, Gold, Silver
- PRSA Alaska 2022, Gold, Silver
- AAF Spokane 2021, Silver
- MARCOM Spokane 2019, Spark Award

Skills

- Adobe Creative Suite
- Photography and videography
- Interpersonal communication and public speaking
- Copywriting and editing
- Project management and organization
- Ideating creative solutions to complex problems

MANAGEMENT PROPOSAL (CONTINUED)

EXPERIENCE OF THE FIRM

A. INDICATE THE EXPERIENCE THE FIRM AND ANY SUBCONTRACTORS HAVE IN THE FOLLOWING AREAS: MEDIA CAMPAIGN DESIGN, PRODUCTION AND MANAGEMENT

Rogue Heart Media is in its 12th year in business, and our work experience ranges from serving government agencies and school districts, municipalities and library districts, to nonprofits and associations, corporations and manufacturers. Industries we've served with marketing and media production relevant to this project include construction, tourism, public service and utilities, social and human services, small business, and architecture & landscape design. We routinely deliver services in tandem, including photo, video, copywriting, design, and marketing strategy. Our subcontractors are trusted from years of collaboration and are experts at their craft. While we prefer to complete nearly all of our work in house, we play beautifully with others and bring in talent as appropriate when needs exceed the capacity of our current team.

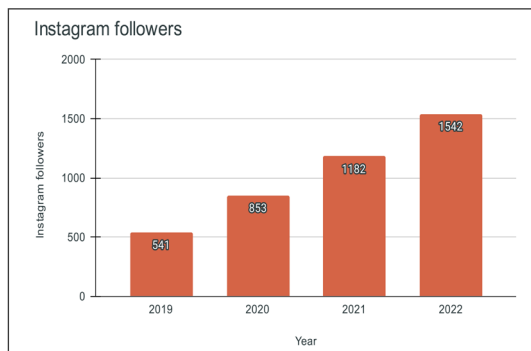
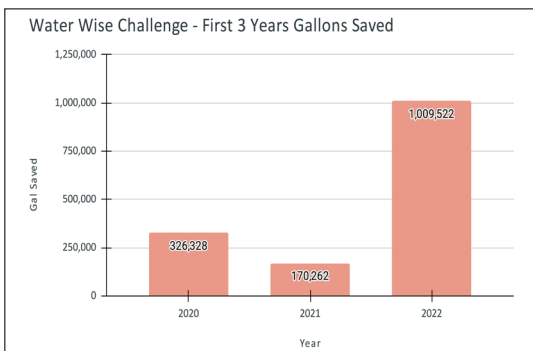
B. INDICATE OTHER RELEVANT EXPERIENCE THAT INDICATES QUALIFICATIONS

Since 2019, Rogue Heart Media has been collaborating with the City of Spokane, including staff representing Wastewater, Stormwater, Water, Public Works at large, Engineering and Integrated Capital Management. It has been our joy to learn more about the responsibilities and accomplishments of these departments, and to share their stories and messages for the benefit of the community. Our work on Water Wise Spokane has been a great example of the gains and momentum that come with a multi-year partnership, being able to add additional priorities and benefiting from an ever-growing media library that continues to be leverage-able in new and evolving ways.

The heartbeat of the entire campaign continues to be narrative-driven creative, leaning heavily on the power of the human voice to instigate action, interest and general awareness. We complement videos framed around the stories of residents and local experts with interesting and timely imagery alongside industry-related or ecologically educational copy. We consistently and accurately measure the results of our digital marketing efforts in tandem with actual water usage numbers provided by the City of Spokane and continue to be delighted by the results and positive impacts. Website traffic, SpokaneScape design applications & approved installations have grown substantially. And we even met the initial contract goal of 2% City water use reduction in the first year.

The plans keep adapting to new goals and refined strategies, not to mention unique challenges. For example, crafting messaging around flushing our pipes as a public health concern following the initial Stay Home, Stay Healthy order and our return to dormant commercial spaces in 2020 - no one could have predicted how messaging would change in recent years. And we are proud to be an ever-adapting partner to our clients, no matter what life throws our way.

A great example of a public engagement project that we helped launch in 2020, was the first ever Water Wise Challenge, which took place over the summer months and was an inspiring inaugural effort by many Spokane households to save water throughout the hottest season of the year. We helped devise contest rules and facilitation plans, as well as the promotion and celebration of the program. Last year, participants saved over 1,000,000 gallons! There are no shortage of ideas for what can come next, and we hope that we'll have that opportunity to continue the work with you.



We look forward to continuing to support the growing impact and participation of all Water Wise programs!

MANAGEMENT PROPOSAL (CONTINUED)

EXPERIENCE OF THE FIRM

CONTENT CALENDAR (MONTH AT A GLANCE)

Loomly

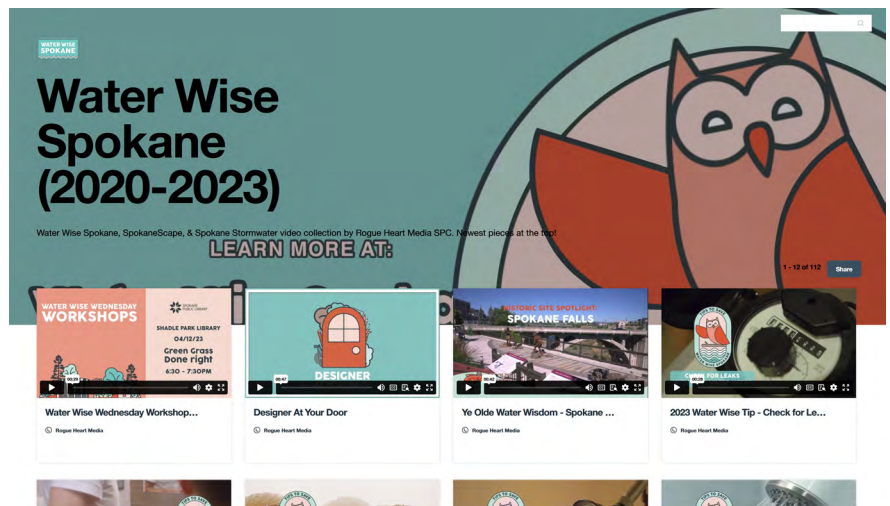
Water Wise Spokane | Month | July 2023 | New Post

Mon	Tue	Wed	Thu	Fri
26	27 ● SSPC reminder 4:22 PM Conservation f @	28 ● WWW - smart irrigation 12:37 PM Conservation WaterWiseWednesday f @	29 ● Touch-a-Truck thanks/Aug 1:20 PM Stormwater f @	30 ● hadley WWC 3:00 PM (x1) Conservation Contests f @
3	4 Add Post	5 ● WWC starts 10:00 AM Conservation Contests f @ ● WWW - Ditch the Lawn - Kyle 4:00 PM Conservation WaterWiseWednesday f @	6 ● Throwback Thursday - first WWC winners 1:00 PM Conservation Contests f @	7 ● Flowers of summer - Rain gardens! 3:00 PM (x2) "One Water" / Crossover f @
10 ● Rain for Storm Water 2:46 PM Stormwater f @	11 ● hadley flume 3:49 PM Conservation f @	12 ● WWW - Car Wash 10:00 PM (x1) Stormwater WaterWiseWednesday f @	13 ● Aquifer guide update Boomerang? 3:00 PM (x2) "One Water" / Crossover f @	14
17 ● New Deadline - SpokaneScapes 12:00 PM Conservation Contests f @	18 ● Other cities' storm drains? 3:00 PM (x1) Stormwater f @	19 ● WWW - Sprinkler Fun 3:00 PM Conservation WaterWiseWednesday f @	20 ● Throwback - 2020 storm drain contest winner 3:00 PM (x2) Stormwater Wastewater f @	21 ● SSPC push 12:00 PM Conservation Contests f @
24 ● WWC - 2021 - Pam's tips 3:00 PM Conservation f @	25 ● SSPC - multi image 3:00 PM (x1) Conservation Contests f @	26 ● WWW - Change Oil 3:00 PM Stormwater WaterWiseWednesday f @	27 ● Touch-a-truck - next week! 3:00 PM Stormwater f @	28

EXISTING VIDEO LIBRARY

The showcase of our recent videos made for the City of Spokane can be viewed here:

[Water Wise Spokane on Vimeo](#)



MANAGEMENT PROPOSAL (CONTINUED)

EXPERIENCE OF THE FIRM


SOCIAL MEDIA EXAMPLE - PAST HIGH-PERFORMING POST (BOOSTED WITH AD SPEND)

Water Wise Spokane
May 9 at 3:00 PM

As the summer months approach, here's a friendly reminder to follow some simple rules when it comes to watering your lawn. From June 1 - Oct 1:

- 💧 Avoid watering between 10AM - 6PM
- 💧 Limit watering to <2 hours a day
- 💧 Water only on odd or even days

Not only will you save money on your utility bill, you'll help our precious water resources remain robust! Thank you for doing your part. 🌱💧💧



Facebook Analytics [🔗](#)

Reach 9,236	Engaged Users 1,487	Reactions 6	Comments 1	Shares 2	Clicks 2,255
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SOCIAL MEDIA EXAMPLE - PAST HIGH-PERFORMING POST (ORGANIC / NO AD SPEND)

Water Wise Spokane
February 28 at 3:00 PM

Buried underground on the southeast corner of Corbin Park is the largest diameter sewer pipe in the City of Spokane, measuring 7.5 feet wide by 11.5 feet tall. 🤖

Even more impressive? It was constructed between 1908-1911, and all the bricks were laid by hand. 🏠 Dubbed "a marvel of engineering" by a national publication of the time, this former sewer line is now a trunk line for stormwater. From here, water will ultimately end up entering the Spokane River some 1.5 miles away at the Cochran Basin outfall.

Learn about Spokane's buried past by following us for more Ye Olde Water Wisdom. 🗝️



Facebook Analytics [🔗](#)

Reach 759	Engaged Users 93	Reactions 62	Comments 0	Shares 9	Clicks 62
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MANAGEMENT PROPOSAL (CONTINUED)

EXPERIENCE OF THE FIRM

MEET ON MONROE CAMPAIGN

Meet on Monroe was a campaign aimed to raise awareness and lift up area businesses directly impacted by the 2018 Monroe Construction and Revitalization project, focusing the public on businesses open during construction and creating a sense of excitement for the finished project. We built and managed three primary digital channels for this campaign: a single-page microsite, an access map, and a consumer-focused Facebook page. We focused on positive stories of business collaboration, neighborhood pride, customer loyalty, and celebratory milestones, keeping citizens informed of all access and event updates.

We committed to producing diverse and versatile content and ads to populate those channels including photos, videos, campaign design elements, maps for print and digital use, audio assets for radio, collateral design, etc. We utilized a number of shoots throughout the project to keep content timely, fresh, and informative, intermixed with ongoing messaging and graphics as well as a broad and inclusive community feel. In addition, we utilized partnerships and public relations efforts to maximize coverage and awareness in traditional and social media, to not overly rely on paid advertising. Businesses could submit events and were encouraged to participate in the general corridor promotional shoots through online form submissions.

Total Number of Social Media Content Pieces:
125 (37 unique videos)

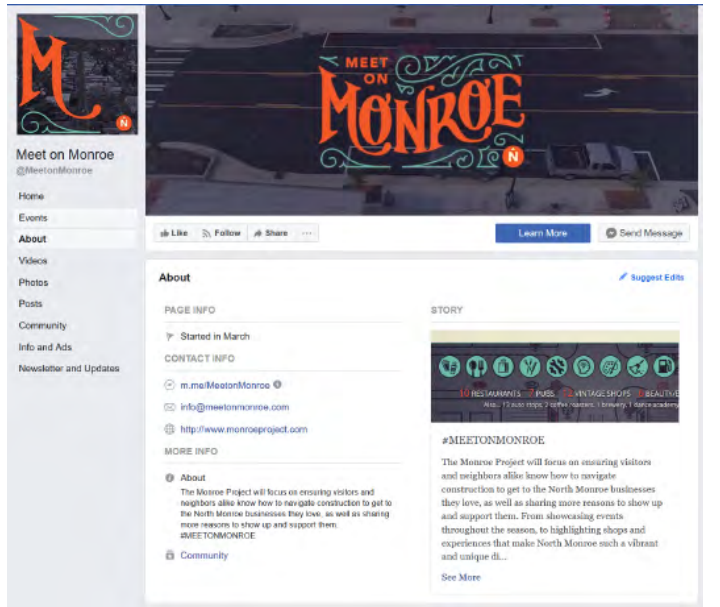
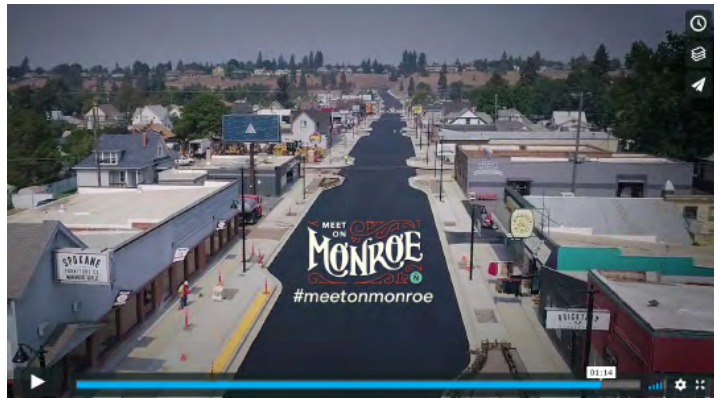
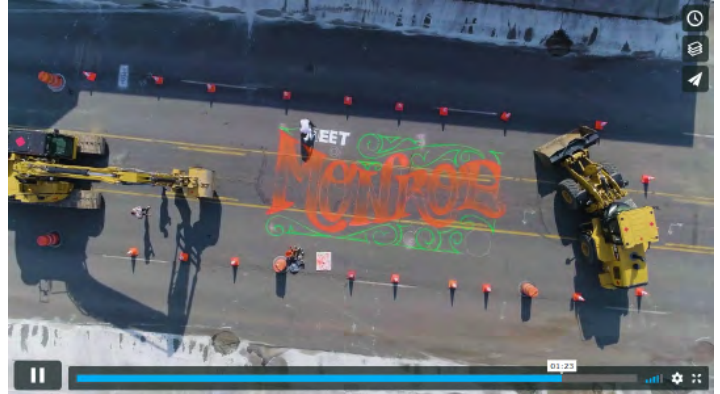
Number of Unique Campaign Viewers
191,243

Number of Website & Access Map Users
11,011

The campaign was a success, reaching almost 200,000 Spokane residents during construction with an average of 7.6 post, and connecting with an engaged following of 56,000 people (who averaged more than 36 posts) during the short construction season. Our goal was to support local businesses, and while business owners were preparing for a lean year, **revenue in the district in 2018 was down only .003% over 2017 numbers!** We are proud to share that no businesses closed as a result of construction, and Monroe is more vibrant than ever.

MEET ON MONROE VIMEO SHOWCASE
vimeo.com/showcase/meet-on-monroe

The Meet on Monroe campaign was awarded the Dussault Community Impact Award for its measurable success.



“Megan, your team has made construction look cool...”

-Michele Vazquez (retired)
City of Spokane
Construction Relations Manager

MANAGEMENT PROPOSAL (CONTINUED)

EXPERIENCE OF THE FIRM

REFERENCES

Spokane City Credit Union (SCCU) - Media & Marketing Client Since 2021

Deanna Hanley, President/CEO - Designate

Email: DHanley@sccu.net

Phone: 509.325.7228

Address: 1930 N Monroe Street, Spokane, WA 99205

In our partnership with Spokane City Credit Union, we have been able to grow their online presence through multi-platform marketing. With consistent video and photo acquisitions, we are able to design and quickly implement message-specific campaigns in the form of organic social media content, paid OTT advertisements through social media and even locally-placed streaming platforms like Hulu. While none of these paid advertising efforts are explicitly revenue driven, we have established reach and awareness as the metric to achieve the goal of connecting this nonprofit credit union to local citizens who can benefit from the initiatives.

Sonderen Packaging - Media & Marketing Client Since 2013

Keva Sonderen, Co-President / Inside Sales & Marketing

Email: keva@sonderen.com

Phone: 509.487.1632

Address: 2906 North Crestline Street, Spokane, WA 99207

For Sonderen, we've supported their recruitment and B2B goals with everything from social media content creation and multi-platform management to blog content, product photography, staff portraits, legacy videos (including their 50th and 60th Anniversaries), trade show display design, etc.

North Monroe Business District - Media & Marketing Campaign Contract: Feb-Dec 2018 Contract U2018-36 Rogue Heart

Gina Campbell, Chair of the NMBD & Owner of 1889 Salvage Co

Email: 1889salvageco@gmail.com

Phone: 509.954.1722

Address: 2824 N Monroe St, Spokane, WA 99205

For description of project see Case Study on previous page.

6. RELATED INFORMATION

Rogue Heart has never had a contract terminated for default.

COST PROPOSAL

EXAMPLE STORMWATER BUDGET BREAKDOWN - ONE YEAR

PAGE 2 of 2: Rogue Heart Media presents this budget as a baseline example, and hope for the opportunity to refine based on further discussion.

This budget is for Stormwater / Wastewater Department portion of work, including the option for subcontracted design & animation.

Thank you for your consideration!

STORMWATER & SUBCONTRACTED															
DIGITAL MARKETING	RATE	Oct 16-31	November	December	January	February	March	April	May	June	July	Aug	Sept	Oct 1-15 (contract end)	
Allocated Radio Ad Spend - est	Radio														
Allocated Ad Spend - estimate	Social														
Radio - actual billed	SPENT					\$500.00	\$500.00	\$500.00	\$500.00	\$500.00					\$ 2,500.00
Digital - actual billed	SPENT	\$250.00	\$500.00			\$750.00	\$750.00	\$750.00	\$750.00	\$750.00		\$500.00	\$500.00	\$250.00	\$ 5,500.00
Other COGS															
		\$ 250.00	\$ 500.00	\$ -	\$ -	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ -	\$ 500.00	\$ 500.00	\$ 250.00	\$ 8,000.00
Content Development		\$ 250.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 250.00	\$ 5,750.00
Social Media/Digital Ad Management		\$ 175.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 175.00	\$ 4,025.00
Monitoring & Reporting		\$ 100.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 100.00	\$ 2,300.00
Content Creation / Design		\$ 250.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 250.00	\$ 5,750.00
TOTALS		\$ 775.00	\$ 1,550.00	\$ 1,550.00	\$ 1,550.00	\$ 1,550.00	\$ 1,550.00	\$ 1,550.00	\$ 1,550.00	\$ 1,550.00	\$ 1,550.00	\$ 1,550.00	\$ 1,550.00	\$ 775.00	\$ 18,600
PRE-PRODUCTION	RATE														
WRITING / DEVELOPMENT	\$60/hr	\$550	\$250	\$250	\$150	\$250	\$250	\$250	\$250	\$150	\$150	\$250	\$250	\$150	\$2,600
COORDINATION/ADMIN	50/hr	\$750	\$500	\$500	\$350	\$500	\$500	\$500	\$500	\$350	\$350	\$500	\$500	\$200	\$5,250
CLIENT CARE															\$0
LOCATION VISIT/WRITING Notes	\$50/hr														\$0
PRODUCER TIME	60/hr														\$0
DIRECTOR TIME	75/hr														\$0
TOTALS		\$ 1,300.00	\$ 750.00	\$ 750.00	\$ 500.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 500.00	\$ 500.00	\$ 750.00	\$ 750.00	\$ 350.00	\$ 9,150
PRODUCTION	RATE														
DIRECTOR or PRODUCER/DIR	125/hr	\$550						\$550		\$550	\$550				\$1,650
DP / LEAD SHOOTER	125/hr	\$550					\$350	\$550		\$550	\$550	\$350			\$2,350
CAMERA PACKAGES / GEAR		\$350					\$150	\$350		\$350	\$350	\$150			\$1,350
Producer Time	75/hr														\$0
DRONE	500/partial														\$0
STILL PHOTOGRAPHY	450/850			\$450			\$200	\$200	\$200		\$400	\$200			\$1,650
EVENT COVERAGE	75/hr														\$0
TOTALS		\$ 1,450	\$0	\$ 450	\$0	\$0	\$700	\$1,650	\$200	\$1,450	\$1,850	\$700	\$0	\$0	\$ 8,450.00
POST-PRODUCTION	RATE														
PRODUCER / DIRECTOR	\$75/hr														\$0
EDITOR / COLOR CORRECTION	1000/day \$150/hr	\$400	\$800	\$800	\$600	\$800	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$800	\$400	\$11,400
DESIGN / GRAPHICS	\$75/hr \$650/day	\$150	\$350	\$350	\$100	\$200	\$350	\$350	\$350	\$250	\$350	\$350	\$200	\$150	\$3,350
AUDIO DESIGN	\$75/hr \$650/day	\$100	\$150	\$100	\$100	\$100	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$1,650
VO TALENT (ENGLISH)	Narrator Only														
MUSIC LICENSING	\$25-\$200/song	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$550
MEDIA MANAGEMENT	\$100/hr	\$100		\$100			\$150	\$150	\$150	\$150	\$150	\$150		\$150	\$1,000
PHOTO LICENSING	\$55/image	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$12
PHOTO EDITING							\$250	\$250			\$350	\$350	\$150		\$1,350
CAPTIONING		\$50	\$50	\$50	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$1,100
TOTALS		\$851	\$1,401.00	\$1,451.00	\$951.00	\$1,251.00	\$2,251.00	\$2,251	\$1,851	\$1,901	\$2,351	\$2,351	\$1,451	\$951	\$ 21,263.00
TOTALS		\$ 4,376.00	\$ 3,701.00	\$ 4,201.00	\$ 3,001.00	\$ 3,551.00	\$ 5,251.00	\$ 6,201.00	\$ 4,351.00	\$ 5,401.00	\$ 6,251.00	\$ 5,351.00	\$ 3,751.00	\$ 2,076.00	\$57,463.00 HOURS
AD SPEND		\$ 250.00	\$ 500.00	\$ -	\$ -	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$0.00	\$ 500.00	\$ 500.00	\$ 250.00	\$8,250.00 ADS
SALES TAX APPLIED (estimated)		\$ 207.09	\$ 126.09	\$ 171.09	\$ 85.59	\$ 112.59	\$ 265.59	\$ 351.09	\$ 184.59	\$ 301.59	\$ 378.09	\$ 274.59	\$ 130.59	\$ 85.59	\$2,674.17 TAX (Est)
INVOICABLE TOTAL		\$ 4,833.09	\$ 4,327.09	\$ 4,372.09	\$ 3,086.59	\$ 4,913.59	\$ 6,766.59	\$ 7,802.09	\$ 5,785.59	\$ 6,952.59	\$ 6,629.09	\$ 6,125.59	\$ 4,381.59	\$ 2,411.59	\$68,387.17
														contract difference:	-\$6,612.83
OTHER INVOICES	TOTAL														
		\$ -					\$16,620.00	OCT-JAN: \$16,618.86		\$5,200.00	Digital Ads & Radio		\$8,250.00	ad spend	
		\$ -					\$19,482.00	FEB-APR \$19,482.27		\$4,800.00	Billboards		\$2,674.17	tax	
		\$ -					\$19,367.00	MAY-JULY \$19,367.27		\$58,200.00	Media & Marketing Services		\$57,463.00	Rogue Heart Media & Marketing services	
		\$ -					\$12,919.00	AUG-OCT \$12,918.77		\$4,800.00	Vehicle Wrap - Outside RHM		\$850.00	Subcontractor - Katherine Bell Logo	
							\$68,388.00	\$68,387.17		\$2,000.00	Bus benches / other - Outside RHM		\$1,625.00	Subcontractor - Tami Rotchford	
TOTALS										\$75,000.00			\$70,862.17		



City of Spokane
PERSONAL SERVICE AGREEMENT
Title: **WATER CONSERVATION EDUCATION
CAMPAIGN SERVICES**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **ROGUE HEART MEDIA INC.**, whose address is 2916 North Monroe Street, Spokane, Washington 99205 as (“Company”), individually hereafter referenced as a “party”, and together as the “parties”.

The parties agree as follows:

1. PERFORMANCE.

The Company shall provide Conservation Education Promotional Services, in accordance with IRFP 5941-23, and Company’s Response dated July 21, 2023, which is attached as Exhibit B. In the event of a conflict between these documents and this City Contract, the terms of this contract will control.

2. TERM OF AGREEMENT.

The term of this Agreement begins on February 14, 2024, and shall run through February 13, 2025, unless amended by written agreement or terminated earlier under the provisions of this Agreement. This Agreement may be renewed by agreement of the parties not to exceed four (4) additional one (1) year contract period.

3. COMPENSATION / PAYMENT.

Total annual compensation for Company’s services under this Agreement shall not exceed **NINETY-FIVE THOUSAND AND NO/100 DOLLARS (\$95,000.00)**, and applicable tax, for everything furnished and done under this Agreement. This is an optional use contract. Services by the Company are provided on an as-needed basis upon request in accordance with the terms of the Contract documents. Only the services requested, received and accepted will be paid for by the City.

The Company shall submit its applications for payment to City of Spokane 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 RCW 48:

- A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this 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 forty-five (45) 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 forty-five (45) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

10. DEBARMENT AND SUSPENSION.

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

11. AUDIT.

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

12. ASSIGNMENT AND SUBCONTRACTING.

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

13. TERMINATION.

Either party may terminate this Agreement, with or without cause, by sixty (60) days written notice to the other party. In the event of such termination, the City shall pay the Company for all work previously authorized and performed prior to the termination date.

14. STANDARD OF PERFORMANCE.

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

15. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

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

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

16. ANTI KICK-BACK.

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

17. MISCELLANEOUS PROVISIONS.

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

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

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

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

ROGUE HEART MEDIA INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:
Exhibit A – Certificate Regarding debarment
Exhibit B – Company’s Response to IRFP dated July 21, 2023

23-181

EXHIBIT A

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

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

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

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

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

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

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

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

EXHIBIT B

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	1/29/2024
Submitting Department	Integrated Capital Management
Contact Name	Mark Papich
Contact Email & Phone	mpapich@spokanecity.org
Council Sponsor(s)	<u>Council President Betsy Wilkerson</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Department of Ecology SFAP and Capacity Grant Agreements
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The Department of Ecology annually awards funding for grants and loans based on competitive process and legislature approval. In October of 2021 and October of 2022, the City applied for SFAP grant funds through the Washington State Department of Ecology. The City of Spokane has been awarded grant funds for five projects. In addition, the City has been awarded a Capacity Grant through the Department of Ecology. This grant funding can be applied to any activities associated with managing our Phase II Municipal Stormwater Permit.</p> <p>Below are the pertinent details of the funding agreements:</p> <ul style="list-style-type: none"> • Francis/Assembly/Nine Mile Stormwater Facility <ul style="list-style-type: none"> ▪ Total Grant Amount: \$127,500 ▪ City Match=15% (\$22,500) ▪ Project Phase: Design • Five Mile Regional Infiltration Facility Rehab <ul style="list-style-type: none"> ▪ Total Grant Amount: \$150,000 ▪ City Match=25% (\$50,000) ▪ Project Phase: Design • CSO Basin 34 (I-90) Stormwater Mitigation/Separation <ul style="list-style-type: none"> ▪ Total Grant Amount: \$5,015,000 ▪ City Match=15% (\$885,000) ▪ Project Phase: Construction • Washington Basin Stormwater Study <ul style="list-style-type: none"> ▪ Total Grant Amount: \$262,500 ▪ City Match=25% (\$87,500) ▪ Project Phase: Planning • Drywell Rehab in Well-head Protection Zones <ul style="list-style-type: none"> ▪ Total Grant Amount: \$262,500 ▪ City Match=25% (\$87,500) ▪ Project Phase: Planning • Capacity Grant <ul style="list-style-type: none"> ▪ Total Grant Amount: \$130,000 ▪ City Match=0% ▪ Project Phase: Any permit management activity
Fiscal Impact	

Approved in current year budget? Yes No N/A

Total Cost: \$1,914,500

Current year cost: \$1,914,500

Subsequent year(s) cost:

Narrative: These grant dollars provide a substantial amount of funding toward important public works projects in the City's 6-year CIP. Without these dollars, the City would be unable to implement these projects within the proposed timeline. These projects enhance our ability to protect the water quality of the Spokane River and continue to provide a significant asset to our community.

Funding Source One-time Recurring N/A

Specify funding source: Select Funding Source*

Is this funding source sustainable for future years, months, etc? [Click or tap here to enter text.](#)

Expense Occurrence One-time Recurring N/A

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

Operations Impacts (If N/A, please give a brief description as to why)

What impacts would the proposal have on historically excluded communities?

Public Works services and projects are designed to serve all residents 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 public works project 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?

This project is consistent with the City's adopted policies and programs.



Agreement No. WQSWCAP-2325-Spokane-00117

WATER QUALITY STORMWATER CAPACITY AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF SPOKANE

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and City of Spokane, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	2023-2025 Biennial Stormwater Capacity Grants
Total Cost:	\$130,000.00
Total Eligible Cost:	\$130,000.00
Ecology Share:	\$130,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2023
The Expiration Date of this Agreement is no later than:	03/31/2025
Project Type:	Capacity Grant

Project Short Description:

This project will assist Phase I and II Permittees in implementation or management of municipal stormwater programs.

Project Long Description:

N/A

Overall Goal:

This project will improve water quality in the State of Washington by reducing stormwater pollutants discharged to state water bodies.

Agreement No: WQSWCAP-2325-Spokane-00117
 Project Title: 2023-2025 Biennial Stormwater Capacity Grants
 Recipient Name: City of Spokane

RECIPIENT INFORMATION

Organization Name: City of Spokane

Federal Tax ID: 91-6001280
 UEI Number: PDNCLY8MYJN3

Mailing Address: 808 W Spokane Falls Blvd
 Spokane, WA 99201

Organization Email: mpapich@spokanecity.org
 Organization Fax: (509) 343-5760

Contacts

<p>Project Manager</p>	<p>Mark Papich Senior Engineer</p> <p>808 W Spokane Falls Blvd Spokane, Washington 99201 Email: mpapich@spokanecity.org Phone: (509) 625-6310</p>
<p>Billing Contact</p>	<p>LaVonne Martelle Accountant I</p> <p>44 W Riverside Spokane, Washington 99201-3343 Email: lmartelle@spokanecity.org Phone: (509) 625-7000</p>
<p>Authorized Signatory</p>	<p>Nadine Woodward Mayor</p> <p>808 W Spokane Falls Blvd Spokane, Washington 99201 Email: mayor@spokanecity.org Phone: (509) 625-6310</p>

Agreement No: WQSWCAP-2325-Spokane-00117
Project Title: 2023-2025 Biennial Stormwater Capacity Grants
Recipient Name: City of Spokane

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Water Quality
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Water Quality
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Kyle Graunke PO Box 47600 Olympia, Washington 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 628-3890
Financial Manager	Kyle Graunke PO Box 47600 Olympia, Washington 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 628-3890

Agreement No: WQSWCAP-2325-Spokane-00117
 Project Title: 2023-2025 Biennial Stormwater Capacity Grants
 Recipient Name: City of Spokane

SCOPE OF WORK

Task Number: 1 **Task Cost:** \$0.00

Task Title: Project Administration/Management

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: Maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and the EAGL (Ecology Administration of Grants and Loans) recipient closeout report (including photos, if applicable). In the event that the RECIPIENT elects to use a contractor to complete project elements, the RECIPIENT shall retain responsibility for the oversight and management of this funding agreement.

B. The RECIPIENT shall keep documentation that demonstrates the project is in compliance with applicable procurement, contracting, and interlocal agreement requirements; permitting requirements, including application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items. This documentation shall be available upon request.

C. The RECIPIENT shall maintain effective communication with ECOLOGY and maintain up-to-date staff contact information in the EAGL system. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant and loan administrative requirements.

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports, and Recipient Closeout Report.
- * Properly maintained project documentation.

Project Administration/Management

Deliverables

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges or changes in the project schedule. Submitted at least quarterly.	
1.2	Recipient Closeout Report (EAGL Form).	

Agreement No: WQSWCAP-2325-Spokane-00117
Project Title: 2023-2025 Biennial Stormwater Capacity Grants
Recipient Name: City of Spokane

SCOPE OF WORK

Task Number: 2 **Task Cost:** \$130,000.00

Task Title: Permit Implementation

Task Description:

Conduct work related to implementation of municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit requirements. If the RECIPIENT is out of compliance with the Municipal Stormwater National Pollutant Discharge Elimination System (NPDES) permit, the RECIPIENT will use funds to attain compliance where applicable. The following is a list of elements projects may include:

- 1) Public education and outreach activities, including stewardship activities.
- 2) Public involvement and participation activities.
- 3) Illicit discharge detection and elimination (IDDE) program activities, including:
 - a) Mapping of municipal separate storm sewer systems (MS4s).
 - b) Staff training.
 - c) Activities to identify and remove illicit stormwater discharges.
 - d) Field screening procedures.
 - e) Complaint hotline database or tracking system improvements.
- 4) Activities to support programs to control runoff from new development, redevelopment, and construction sites, including:
 - a) Development of an ordinance and associated technical manual or update of applicable codes.
 - b) Inspections before, during, and upon completion of construction, or for post-construction long-term maintenance.
 - c) Training for plan review or inspection staff.
 - d) Participation in applicable watershed planning effort.
- 5) Pollution prevention, good housekeeping, and operation and maintenance program activities, such as:
 - a) Inspecting and/or maintaining the MS4 infrastructure.
 - b) Developing and/or implementing policies, procedures, or stormwater pollution prevention plans at municipal properties or facilities.
- 6) Annual reporting activities.
- 7) Establishing and refining stormwater utilities, including stable rate structures.
- 8) Water quality monitoring to implement permit requirements for a Water Cleanup Plan (Total Maximum Daily Load (TMDL)). Note that any monitoring funded by this program requires submittal of a Quality Assurance Project Plan (QAPP) that ECOLOGY approves prior to awarding funding for monitoring. Monitoring must directly meet a Phase I or II permit requirement.
- 9) Structural stormwater controls program activities (Phase I permit requirement).
- 10) Source control for existing development (Phase I permit requirement), including:
 - a) Inventory and inspection program.
 - b) Technical assistance and enforcement.
 - c) Staff training.
- 11) Equipment purchases that result directly in improved permit compliance. Equipment purchases must be specific to implementing a permit requirement (such as a vector truck) rather than general use (such as a pick-up truck). Equipment purchases over \$5,000.00 must be pre-approved by ECOLOGY.

Documentation of all tasks completed is required. Documentation may include field reports, dates and number of inspections

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conducted, dates of trainings held and participant lists, number of illicit discharges investigated and removed, summaries of planning, stormwater utility or procedural updates, annual reports, copies of approved QAPPs, summaries of structural or source control activities, summaries of how equipment purchases have increased or improved permit compliance.

Ineligible expenses include capital construction projects, incentives or give-a-ways, grant application preparation, Technology Assessment Protocol - Ecology (TAPE) review for proprietary treatment systems, or tasks that do not support Municipal Stormwater Permit implementation.

Task Goal Statement:

This task will improve water quality in the State of Washington by reducing the pollutants delivered by stormwater to lakes, streams, and the Puget Sound by implementing measures required by Phase I and II NPDES permits.

Task Expected Outcome:

RECIPIENTS will implement measures required by Phase I and II NPDES permits.

Permit Implementation

Deliverables

Number	Description	Due Date
2.1	Documentation of tasks completed	

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BUDGET

Funding Distribution EG240328

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: 2023-25 Stormwater Capacity Grant Funding Type: Grant
 Funding Effective Date: 07/01/2023 Funding Expiration Date: 03/31/2025

Funding Source:

Title: Model Toxics Control Stormwater Account (MTCSA)
 Fund: FD
 Type: State
 Funding Source %: 100%
 Description: MTCSA

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%
 Recipient Match %: 0%
 InKind Interlocal Allowed: No
 InKind Other Allowed: No
 Is this Funding Distribution used to match a federal grant? No

2023-25 Stormwater Capacity Grant	Task Total
Permit Implementation	\$ 130,000.00

Total: \$ 130,000.00

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Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
2023-25 Stormwater Capacity Grant	0.00 %	\$ 0.00	\$ 130,000.00	\$ 130,000.00
Total		\$ 0.00	\$ 130,000.00	\$ 130,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY

EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.

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7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <http://www.sam.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsr.gov <http://www.fsr.gov>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\)](https://sam.gov/SAM) <https://sam.gov/SAM> exclusion list.

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DRAFT

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GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

07/01/2023 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/2301002.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
 - * For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.
 - For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).

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b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
 - Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff, volunteers, and contractors working at the project site.
 - Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and

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other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review. The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such

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decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

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16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to

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ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.

- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 - 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 - 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

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RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
 - b) Be kept in a common file to facilitate audits and inspections.
 - c) Clearly indicate total receipts and expenditures related to this Agreement.
 - d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.
- RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

Agreement No: WQSWCAP-2325-Spokane-00117
Project Title: 2023-2025 Biennial Stormwater Capacity Grants
Recipient Name: City of Spokane

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,
<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments.

Agreement No: WQSWCAP-2325-Spokane-00117
Project Title: 2023-2025 Biennial Stormwater Capacity Grants
Recipient Name: City of Spokane

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions



Agenda Sheet for City Council:

Committee: PIES **Date:** 02/26/2024

Committee Agenda type: Consent

Date Rec'd 2/12/2024

Clerk's File #

Renews #

Cross Ref #

Council Meeting Date: 03/11/2024

Submitting Dept WASTEWATER MANAGEMENT

Project #

Contact Name/Phone RAYLENE 625-7901

Bid #

Contact E-Mail RGENNETT@SPOKANECITY.ORG

Requisition #

Agenda Item Type First Reading Ordinance

Council Sponsor(s) BWILKERSON JBINGLE KKLITZKE

Agenda Item Name 4320 ORDINANCE REVISION 13.03A

Agenda Wording

Pretreatment Ordinance Amendments - Wastewater Management

Summary (Background)

Amendments to SMC 13.03A regarding requirements for the City's Industrial Pretreatment Program. The proposed changes address typos in the text of the code. There are two noteworthy changes. 1.) The definition of significant non-compliance in 13.03A.0801 contains an error in timeframes for reporting. The timeframe is being edited to mirror language in 40 CFR Part 403. 2.) SMC 13.03A.1201 is being updated to read "applicable" pretreatment standards, rather than categorical pretreatment standards only. This change is in line with the intent of the rest of this section.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

Pretreatment Ordinance Amendments - Wastewater Management

Amount

Budget Account

Select \$ #

Select \$ #

Select \$ #

Select \$ #

\$ #

\$ #



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	ARRINGTON, KYLE
<u>Division Director</u>	FEIST, MARLENE
<u>Accounting Manager</u>	ALBIN-MOORE, ANGELA
<u>Legal</u>	SCHOEDEL, ELIZABETH
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

Distribution List

	hbarnhart@spokanecity.org
kkeck@spokanecity.org	mmurray@spokanecity.org
Tax & Licenses	atagnani@spokanecity.org
hbarnhart@spokanecity.org	

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	February 26, 2024
Submitting Department	Wastewater Management – Riverside Park Water Reclamation Facility (RPWRF)
Contact Name	Raylene Gennett (509) 625-7901
Contact Email & Phone	rgennett@spokanecity.org (509)625-7901
Council Sponsor(s)	CP Wilkerson, CM Bingle, CM Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Pretreatment Ordinance Amendments – Wastewater Management
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Amendments to SMC 13.03A regarding requirements for the City’s Industrial Pretreatment Program. The proposed changes address typos in the text of the code. There are two noteworthy changes.</p> <ol style="list-style-type: none"> 1.) The definition of significant non-compliance in 13.03A.0801 contains an error in timeframes for reporting. The timeframe is being edited to mirror language in 40 CFR Part 403. 2.) SMC 13.03A.1201 is being updated to read “applicable” pretreatment standards, rather than categorical pretreatment standards only. This change is in line with the intent of the rest of this section.
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: Click or tap here to enter text.</p> <p>Current year cost:</p> <p>Subsequent year(s) cost:</p> <p>Narrative: <u>Pretreatment ordinance amendment</u></p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.) revenue generating</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
<p>What impacts would the proposal have on historically excluded communities?</p> <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.</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 work is designed to manage costs and continue service delivery in support of all citizens and taxpayers and maintain compliance with regulatory requirements.

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

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

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

This work is consistent with all City Policies and Procedures and is required to maintain compliance with regulatory requirements.

Council Subcommittee Review

Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not. PIES February 26,2024.

ORDINANCE NO. _____

An ordinance relating to Pretreatment; amending SMC section 13.03A.0301; 13.03A.0408; 13.03A.0801; and 13.03A.1201; chapter 13.03A of the Spokane Municipal Code and setting an effective date.

The City of Spokane does ordain:

Section 1: That SMC section 13.03A.0301 is amended to read as follows:

13.03A.0301 Permits as to Existing Sources, Existing Users [3.1]

Any existing source or existing user determined by the Plant Manager to be an SIU not already permitted shall apply for a permit under this chapter. The Plant Manager may notify such persons of the requirement and allow up to sixty days for existing users and such time as required by federal law for existing sources, but this shall not exceed sixty days unless an applicant demonstrates it is entitled to additional time. This requirement also applies to existing permittees subject to new requirements under this chapter. Regardless of notification or other requirements, in no event shall an SIU subject to categorical standards fail to submit a baseline report within the one hundred eighty day deadline in 40 CFR §403.12(b). Baseline reports must be signed as provided in [SMC 13.03A.0305\(A\)](#) and fees will be assessed in accordance with [SMC 13.03A.1401](#).

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of March 27, 2012.

Section 2: That SMC section 13.03A.0408 is amended to read as follows:

13.03A.0408 Non-compliance Reporting [4.8 modified]

If sampling performed by a user indicates a violation, the user must notify the Plant Manager within twenty-four hours of becoming aware of the violation. Within five (5) days following such discharge, the ~~((User))~~ user shall submit a detailed written report describing the cause(s) of the discharge and the measures to be taken by the ~~((User))~~ user to prevent similar future occurrences. Such notification shall not relieve the ~~((User))~~ user of any expense, loss, damage, or other liability which might be incurred as a result of damage to the POTW, natural resources, or any other damage to person or property; nor shall such notification relieve the ~~((User))~~ user of any fines, penalties, or other liability which may be imposed pursuant to this chapter. The user shall also repeat the sampling and analysis and submit the results of a repeat analysis to the Plant Manager within thirty days after becoming aware of the violation. Where the City has performed the sampling and analysis in lieu of the Industrial User, the City must perform the repeat sampling and analysis unless it notifies the ~~((User))~~ user of the violation and requires the ~~((User))~~ user to perform the repeat analysis. Resampling is not required if:

- A. the City performs sampling at the user's facility at least once a month, or

- B. if the City performs sampling at the user between the time when the initial sampling was conducted and the time when the user or the City receives the results of this sampling. (See 40 CFR §403.12(g)(2)).

Any costs associated with sampling or resampling shall be borne by the ((User)) user.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model Ordinance of March 27, 2012.

Section 3: That SMC section 13.03A.0801 is amended to read as follows:

13.03A.0801 Annual Publication of Violators

A. Publishing.

The Plant Manager publishes within sixty days of the new year a list of the users which, at any time during the previous calendar year, were in significant non-compliance with applicable pretreatment standards and requirements. The list is published in a newspaper of general circulation in Spokane County. Costs of publication will be billed to the users listed as an additional cost of utility service.

B. The term “significant non-compliance” means:

1. Any violation of a pretreatment standard or requirement, including numerical limits, narrative standards, and prohibitions that the Plant Manager determines has caused, alone or in combination with other causes, interference or pass through, or otherwise endangered the health of POTW personnel or the general public.
2. Any discharge of a pollutant that has caused imminent endangerment to the public or to the environment, or has resulted in the Plant Manager's exercise of emergency authority to halt or prevent such a discharge.
3. Any violation(s), including of BMPs, which the Plant Manager determines will adversely affect the operation or implementation of the local pretreatment program.
4. Chronic violations of wastewater discharge limits, defined here as those in which sixty six percent or more of all of the measurements taken for the same pollutant parameter taken during a rolling six-month period exceed, by any magnitude, a numeric pretreatment standard or requirement, including instantaneous limits.
5. Technical review criteria (TRC) violations, defined here as those in which thirty three percent or more of wastewater measurements taken for each

pollutant parameter during a rolling six-month period equal or exceed the product of the numeric pretreatment standard or requirement, (including instantaneous limits, as referenced in Article II, multiplied by the applicable criteria. Applicable criteria are 1.4 for BOD, TSS, fats, oils and grease, and 1.2 for all other pollutants except pH. ["1.4" and "1.2" as used herein mean one hundred forty percent or one hundred twenty percent respectively of applicable permit limits.]

6. Failure to meet, within ninety days of the scheduled date, a compliance schedule milestone contained in a wastewater discharge permit or enforcement order for starting construction, completing construction, or attaining final compliance.
7. Failure to provide any required report within ((~~thirty~~) forty-five) calendar days after the due date. This includes initial and periodic monitoring reports and reports on initial compliance and on meeting compliance schedules.
8. Failure to accurately report non-compliance.

C. Applicability.

The criteria in subsections (B)(1) through (3) of this section are applicable to all users, whereas the criteria in subsections (B)(4) through (8) of this section are only applicable to SIUs.

Section 3: That SMC section 13.03A.1201 is amended to read as follows:

13.03A.1201 Upset [12.1]

- A. For the purposes of this section, "upset" means an exceptional incident in which there is unintentional and temporary non-compliance with applicable pretreatment standards because of factors beyond the reasonable control of the user. An upset does not include non-compliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.
- B. An upset shall constitute an affirmative defense to punitive actions in response to non-compliance with applicable pretreatment standards if the requirements of subsection (C) of this section are met.
- C. A user who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:
 1. an upset occurred and the user can identify the cause(s) of the upset;

2. the facility was at the time being operated in a prudent and workman like manner and in compliance with applicable operation and maintenance procedures; and
 3. the user has submitted the following information to the Plant Manager within twenty four hours of becoming aware of the upset. If this information is provided orally, a written submission must be provided within five days:
 - a. A description of the discharge and cause of non-compliance.
 - b. The period of non-compliance, including exact dates and times or, if not corrected, the anticipated time the non-compliance is expected to continue; and
 - c. Steps being taken and/or planned to reduce, eliminate, and prevent recurrence of the non-compliance.
- D. In any enforcement proceeding, the user seeking to establish the occurrence of an upset shall have the burden of proof.
- E. Users shall have the opportunity for a judicial determination on any claim of upset only in an enforcement action brought for non-compliance with applicable pretreatment standards unless otherwise required by law. Such opportunity may be conditioned on other requirements such as exhaustion of administrative remedies or other applicable conditions.
- F. Users shall control production of all discharges to the extent necessary to maintain compliance with ~~((categorical))~~ applicable pretreatment standards upon reduction, loss, or failure of its treatment facility until the facility is restored or an alternative method of treatment is provided. This requirement applies in the situation where, among other things, the primary source of power of the treatment facility is reduced, lost, or fails.

Section 5: Effective Date. This ordinance shall take effect and be in force on _____, 2024.

Passed by the City Council on _____.

Council President

Attest:

City Clerk

Mayor

Approved as to form:

Assistant City Attorney

Date

Effective Date



Agenda Sheet for City Council:

Committee: PIES **Date:** 02/26/2024

Committee Agenda type: Consent

Date Rec'd

2/12/2024

Clerk's File #

Renews #

Cross Ref #

Council Meeting Date: 03/11/2024

Submitting Dept

WASTEWATER MANAGEMENT

Project #

Contact Name/Phone

RAYLENE 625-7901

Bid #

Contact E-Mail

RGENNETT@SPOKANECITY.ORG

Requisition #

Agenda Item Type

Resolutions

Council Sponsor(s)

BWILKERSON JBINGLE KKLITZKE

Agenda Item Name

4320 PUBLIC RULE – INDUSTRIAL PRETREATMENT PROGRAM FEES

Agenda Wording

Updated pretreatment fees resolution and updated public rule.

Summary (Background)

The RPWRF Industrial Pretreatment Program administers wastewater regulations that protect our workers, the treatment process, infrastructure, water quality, and biosolids quality. Fees are being updated to recoup operation costs for 2024.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

Updated pretreatment fees

Amount

Budget Account

Select \$ #

Select \$ #

Select \$ #

Select \$ #

\$ #

\$ #



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	ARRINGTON, KYLE
<u>Division Director</u>	FEIST, MARLENE
<u>Accounting Manager</u>	ALBIN-MOORE, ANGELA
<u>Legal</u>	SCHOEDEL, ELIZABETH
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

Distribution List

	hbarnhart@spokanecity.org
kkeck@spokanecity.org	mmurray@spokanecity.org
Tax & Licenses	atagnani@spokanecity.org
hbarnhart@spokanecity.org	

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	February 26, 2024
Submitting Department	Wastewater Management – Riverside Park Water Reclamation Facility (RPWRF)
Contact Name	Raylene Gennett (509) 625-7901
Contact Email & Phone	rgennett@spokanecity.org (509)625-7901
Council Sponsor(s)	CP Wilkerson, CM Bingle, CM Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Public Rule – Industrial Pretreatment Program Fees
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	The RPWRF Industrial Pretreatment Program administers wastewater regulations that protect our workers, the treatment process, infrastructure, water quality, and biosolids quality. Fees are being updated to recoup operation costs for 2024.
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: Click or tap here to enter text.</p> <p>Current year cost:</p> <p>Subsequent year(s) cost:</p> <p>Narrative: Resolution to Adopt Public Rule to establish and update Pretreatment fees</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.) revenue generating</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
<p>What impacts would the proposal have on historically excluded communities?</p> <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.</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>N/A: The proposed expenditure is for critical utility infrastructure and our NPDES permit.</p>	

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

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

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

This proposal aligns with the City's Purchasing Policy. This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not. PIES February 26, 2024.

RESOLUTION

A resolution regarding an update to Appendix “A” of the Public Rule for the City of Spokane Riverside Park Water Reclamation Facility & Industrial Pretreatment Program & Lab Analysis Fees.

WHEREAS, the City of Spokane Wastewater Management Department maintains an Industrial Pretreatment Program in accordance with Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977 – 33 USC Section 1251 et seq. and in compliance with NPDES Permit Number WA-002447-3; and

WHEREAS, the City adopted Public Rule and Procedure #4310-20-01 on November 9, 2020 which sets forth the RPWRF & Industrial Pretreatment Program & Lab Analysis Fees, effective December 7, 2020; and

WHEREAS, since adoption, the fees contained in Appendix A are in need of update to reflect current costs associated with the administration of the Industrial Pretreatment Program, including but not limited to, costs associated with permit issuance, monitoring, inspection, sampling, analysis, publication, processing, and violation remediation; and

WHEREAS, section 7 of the Public Rule has been updated to reflect current billing procedures; and

WHEREAS, the Appendix “A” to the Riverside Park Water Reclamation Facility & Industrial Pretreatment Program & Lab Analysis Fees Public Rule should be updated and attached hereto in its entirety as Attachment “A” hereto.

-- NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPOKANE, that the City Council hereby approves and supports the RPWRF & INDUSTRIAL PRETREATMENT PROGRAM & LAB ANALYSIS FEES and Appendix A, as contained in Attachment “A” hereto, with an effective date of **DATE.**

ADOPTED by City Council this ____ day of **MONTH YEAR.**

City Clerk

Approved as to form:

Assistant City Attorney

CITY OF SPOKANE DEPARTMENT WASTEWATER PUBLIC RULE AND PROCEDURE	DEPT 4310-20-_____ LGL 2020-_____
TITLE: RPWRF & INDUSTRIAL PRETREATMENT PROGRAM & LAB ANALYSIS FEES.	
EFFECTIVE DATE: REVISION EFFECTIVE DATE: N/A	

1.0 GENERAL

The City of Spokane Wastewater Management Department's Riverside Park Water Reclamation Facility (RPWRF) & the Industrial Pretreatment Program establish the following public rule, policy, procedures and protocol regarding the Industrial Pretreatment Program and Lab Analysis.

RPWRF and the Industrial Pretreatment Program charge customers fees for various services related to the regulation of wastewater from Industrial Users of the City of Spokane Publicly Owned Treatment Works.

The fees schedule can be found onsite at RPWRF located at 4401 North Aubrey L. White Parkway, Spokane, Washington 99205.

1.2 TABLE OF CONTENTS

- 1.0 GENERAL
- 2.0 DEPARTMENTS/DIVISIONS AFFECTED
- 3.0 REFERENCES
- 4.0 DEFINITIONS
- 5.0 POLICY
- 6.0 PROCEDURE
- 7.0 RESPONSIBILITIES
- 8.0 APPENDICES

2.0 DEPARTMENTS/DIVISIONS AFFECTED

This public rule and policy shall apply to the City of Spokane Wastewater Management Department Riverside Park Water Reclamation Facility, the City of Spokane Utilities Billing Department, and the City of Spokane Accounting Department.

3.0 REFERENCES

Spokane Municipal Code (SMC) Chapter 13.03A
Spokane Municipal Code (SMC) Chapter 13.03
Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977
– 33 USC section 1251 et seq.
General Pretreatment Regulations – 40 CFR Chapter I, Sub Ch. N part 403
Chapter 90.48 RCW
Chapter 173-216 WAC
EPA Region 10 Model Ordinance for Pretreatment Programs
Enforcement Response Plan located at RPWRF
Industrial Pretreatment Program Policy and Procedure (DEPT 4320-16-01)

4.0 DEFINITIONS

See SMC 13.03A.
See SMC 13.03.

5.0 POLICY

It is the policy of the City of Spokane to adopt fees for reimbursement of costs incurred by the City for the administration of the City's Industrial Pretreatment Program & other operations of RPWRF in compliance with NPDES Permit Number WA-002447-3.

6.0 PROCEDURES – RPWRF - Industrial Pretreatment Program

6.1 The Industrial Pretreatment Program charges standard fees for Pretreatment services.

6.2 These fees are intended to help cover the costs of administration of the Industrial Pretreatment Program, including but not limited to, costs associated with permit issuance, monitoring, inspection, sampling, analysis, publication, processing, and violation remediation

6.3 Fees and Charges:

6. 3.1. Pretreatment Fees and Laboratory Analysis Fees are charged as stated in Appendix A and B respectively, attached.

6. 3.2 Administrative appeal: Two hundred fifty dollars (\$250).

6. 3.3 Publication of significant non-compliance notice: Costs as billed

6. 3.4 Monitoring, inspection, surveillance, sampling fees: Costs as determined and billed by the Plant Manager.

6. 3.5 Processing fee for NSF checks: As set by City Treasurer.

6. 3.6 Administrative penalty: Five hundred dollars (\$500).

6. 3.7 Any other review or approval by the Plant Manager not otherwise specified above: Hourly basis based on staff time and materials.

7.0 RESPONSIBILITIES

The Wastewater Management Department through its Industrial Pretreatment Program, Utilities Billing Department, and Accounting Department shall administer this Public Rule and Policy. Significant and Minor Industrial Users will be invoiced on their monthly utility bill. The Accounting Department will invoice Industrial Users for fines assessed. Unpaid charges, fines, and penalties shall, after thirty calendar days, be assessed an additional penalty of one percent (1%) of the unpaid balance per month.

8.0 APPENDICES

- 8.1 Appendix A – RPWRF Pretreatment Fees
- 8.2 Appendix B – RPWRF Lab Analysis Fees

APPROVED BY:

City Administrator

Date

Public Works Director

Date

City Attorney

Date

APPENDIX A

RPWRF - PRETREATMENT FEES

Pretreatment Fee	Dollar Amount
SIU Permit Issuance	10,979 / 5 years
SIU Permit Renewal	7,315 / 5 years
SIU Permit Modification	Chemist time + publication
SIU Inspection	1,832
Other Inspection	Chemist - time basis
SIU Sampling	1,105
Other Sampling	Lab Tech - time basis
IDA Issuance	672
IDA Renewal	366
IDA Inspection	366
NSCIU Inspection	366
Wastewater Hauler Permit Fee	240
Wastewater Hauler Permit Renewal Fee	120
Violation Publication Fee	As charged by publisher
Other Violation Fees	Based on Fine Structure in the Pretreatment Enforcement Response Plan
Other Damage or Interference	Time and materials basis

APPENDIX B

RPWRF - LAB ANALYSIS FEES

Laboratory Analysis Fee	Dollar Amount
EPA Method 420.4 - Phenol	as charged by analyzing laboratory
EPA Method 245.1 - Mercury	as charged by analyzing laboratory
EPA Method 300.0 - Chloride	as charged by analyzing laboratory
EPA Method 335.4 - Cyanide	as charged by analyzing laboratory
EPA Method 608 Priority Pollutant Pesticides/PCBs	as charged by analyzing laboratory
EPA Method 624 - Regulated Priority Pollutant List + Unregulated (A/A/2CEVE)	as charged by analyzing laboratory
EPA Method 624 - BTEX	as charged by analyzing laboratory
EPA Method 625 - Regulated Priority Pollutant Semi Volatiles	as charged by analyzing laboratory
EPA Method 200.7 - Local Limit Metals (10 metals, without Hg)	as charged by analyzing laboratory
EPA Method 1666 - Volatile Organics	as charged by analyzing laboratory
EPA Method 524 - Volatile Organics	as charged by analyzing laboratory
EPA Method 1688 TKN	as charged by analyzing laboratory
EPA Method 1668 C - PCBs	as charged by analyzing laboratory
EPA Method 200.8 - Low Level Metals (Digestion)	as charged by analyzing laboratory
EPA Method 200.8 - Low Level Metals (Per metal)	as charged by analyzing laboratory
EPA Method 1631E - Low Level Mercury	as charged by analyzing laboratory
Hardness	as charged by analyzing laboratory

EPA Method 1632 Pentavalent Arsenic	as charged by analyzing laboratory
EPA Method 218.6 Hexavalent Chromium	as charged by analyzing laboratory
EPA Method 1664B Oil & Grease (HEM & SGT-HEM)	as charged by analyzing laboratory
Standard Methods 4500 P Phosphorus, Total	12
Standard Methods 2540D - Total Suspended Solids (TSS)	21
Standard Methods 4500 - pH	14
Standard Methods 5210 - Biochemical Oxygen Demand (BOD5)	53
EPA Method 200.7 - Metals, Total (by ICP) - sample prep	as charged by analyzing laboratory
EPA Method 200.7 - Metals, Total (by ICP) - per metal	as charged by analyzing laboratory



Agenda Sheet for City Council:

Committee: PIES **Date:** 02/26/2024

Committee Agenda type: Consent

Date Rec'd 2/9/2024

Clerk's File #

Renews #

Cross Ref #

Council Meeting Date:

Submitting Dept ENGINEERING SERVICES **Project #** 2020046, 047,

Contact Name/Phone DAN BULLER 625-6391 **Bid #**

Contact E-Mail DBULLER@SPOKANECITY.ORG **Requisition #**

Agenda Item Type Engineer Construction Contract

Council Sponsor(s) BWILKERSON JBINGLE KKLITZKE

Agenda Item Name 0370 – LOW BID AWARD – CYCLE 10 TRAFFIC CALMING (2020046) – TO BE

Agenda Wording

Low Bid of (to be determined at bid opening) (City, ST) for Cycle 10 Traffic Calming - \$__. An administrative reserve of \$__, which is 10% of the contract, will be set aside. (Various Neighborhood Councils)

Summary (Background)

On ____, bids were opened for the above project. The low bid was from (to be determined at bid opening) in the amount of \$__, which is \$__ or_% (above/below) the Engineer's Estimate of \$3,000,000.00. __ other bids were received as follows: (to be determined). All information will be provided prior to the council vote date.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

Amount

Budget Account

Select \$ #

Select \$ #

Select \$ #

Select \$ #

\$ #

\$ #



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

Division Director

Accounting Manager

Legal

For the Mayor

Additional Approvals

Distribution List

ddaniels@spokanecity.org

eraea@spokanecity.org

publicworksaccounting@spokanecity.org

kgoodman@spokanecity.org

jgraff@spokanecity.org

pyoung@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	2-26-24
Submitting Department	Engineering Services
Contact Name	Dan Buller
Contact Email & Phone	dbuller@spokanecity.org , 625-6391
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: 15 min
Agenda Item Name	Traffic Calming (Cycle 10)
Proposed Council Action	<input type="checkbox"/> Approval to proceed to Legislative Agenda <input checked="" type="checkbox"/> Information Only
Summary (Background)	<p>This project appeared on the July PIES agenda but since it has been more than 6 months, we are submitting a new updated briefing paper.</p> <p>*use the Fiscal Impact box below for relevant financial information</p> <ul style="list-style-type: none"> • This is the annual neighborhood traffic calming project funded primarily by red light camera funds together with a small amount (approx. 3% each) of state TIB, local impact fees and local PDA funds. • Projects are in all three districts. • Project components can be seen in the attached exhibits. • Due to the time of year and large size of this project, most work on this project will occur next spring/summer. • This project is currently advertising for bids and will be constructed in the 2024 construction season. • Due to on-going coordination with the neighborhood, the Illinois Avel portion of the work will be rolled into the cycle 11 project.
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$3M</u></p> <p> Current year cost: \$3M</p> <p> Subsequent year(s) cost: \$0</p> <p>Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? Funding comes from multiple sources</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impacts (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> • What impacts would the proposal have on historically excluded communities? <ul style="list-style-type: none"> 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 project is specifically designed to assist low-income residents get caught up on their city utility bills.

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

N/A

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

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

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

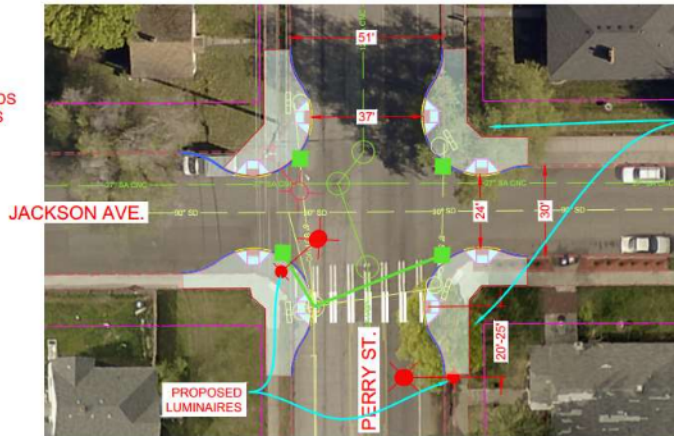
This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

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



NOTE: THIS PROJECT ALSO FUNDS TWO "20 WHEN FLASHING" UNITS ON PERRY STREET



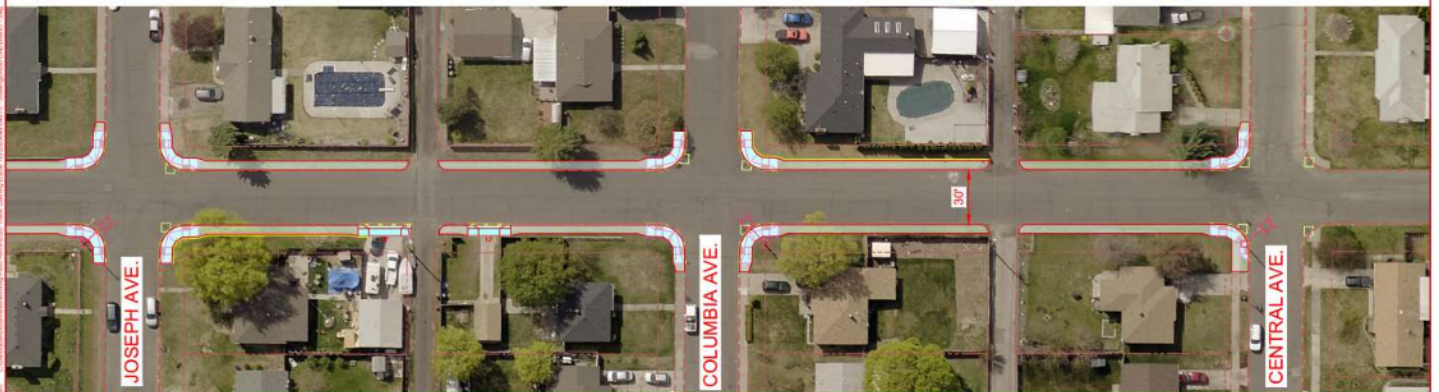
PRUNE TREES PER COS STANDARDS




PUBLIC WORKS DIVISION
INTEGRATED CAPITAL MANAGEMENT

SHOW DATA IS APPROX. DETACHED FROM GIS DATA, NOT TO BE USED FOR DESIGN OR CONSTRUCTION.

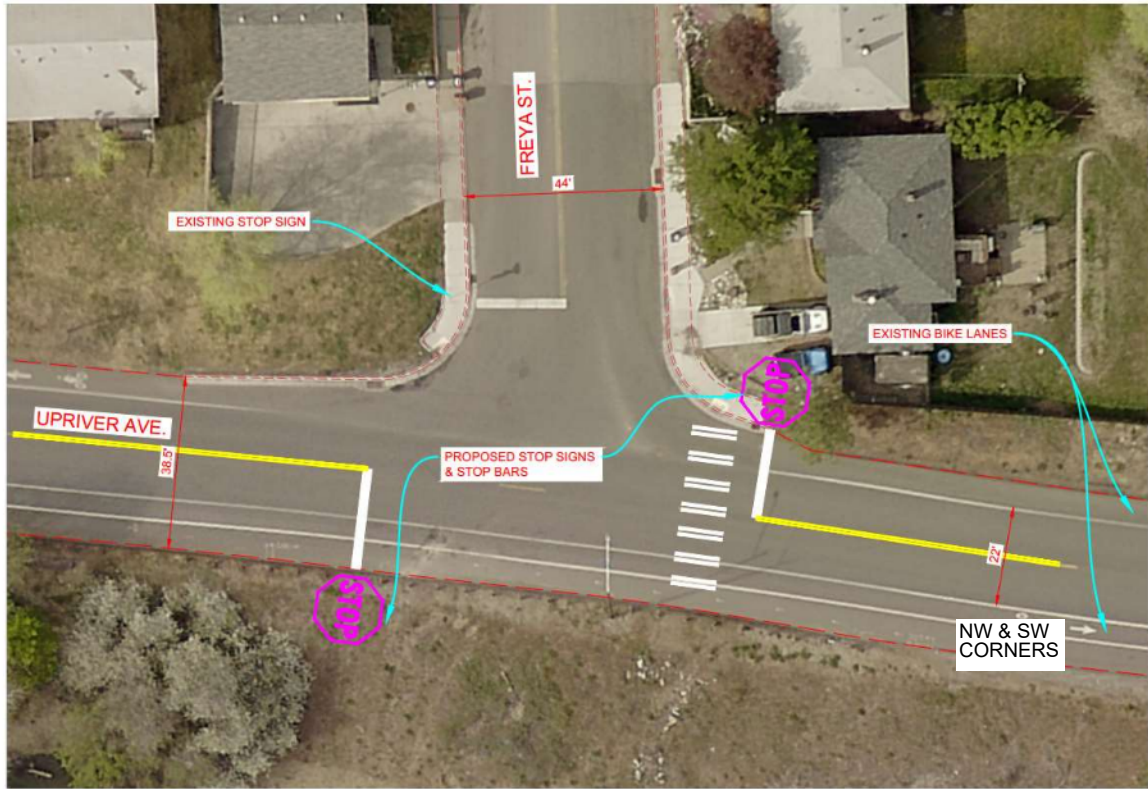
PERRY STREET
PROJECT # 2020046
JACKSON AVE. TO MARIETTA AVE.
DISTRICT 1 - BUMPOUTS AND SIDEWALK




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INTEGRATED CAPITAL MANAGEMENT

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PITTSBURG STREET
PROJECT # 2020046
NORTH FOOTHILLS DR. TO EUCLID AVE.
DISTRICT 1 - 5' SIDEWALK



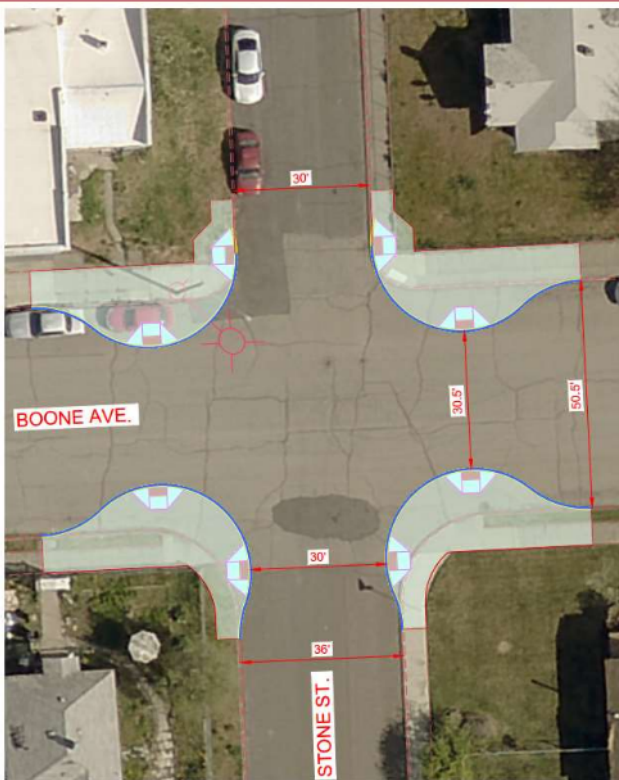
PUBLIC WORKS DIVISION
INTEGRATED CAPITAL MANAGEMENT

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UPRIVER DRIVE

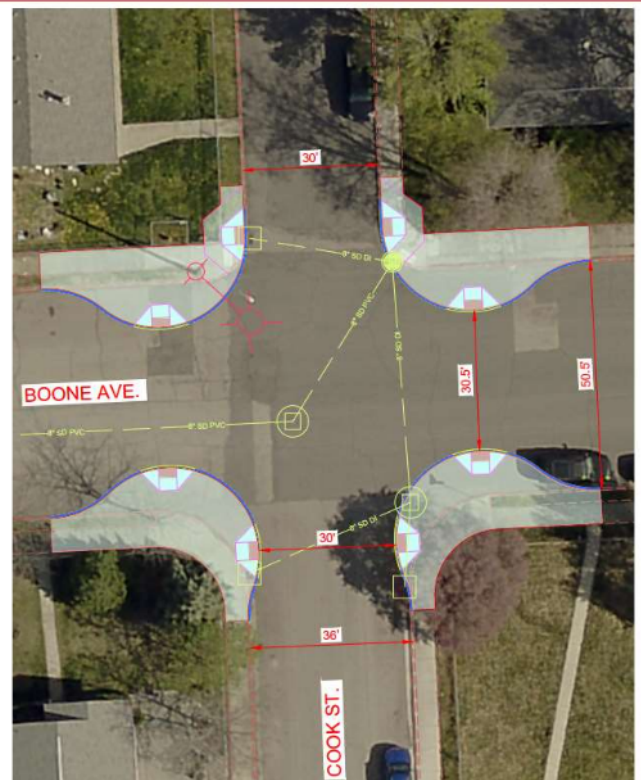
PROJECT # 2020046
@ FREYA STREET
DISTRICT 1 - ALL WAY STOP

SHEET 1 OF 1



PUBLIC WORKS DIVISION
INTEGRATED CAPITAL MANAGEMENT

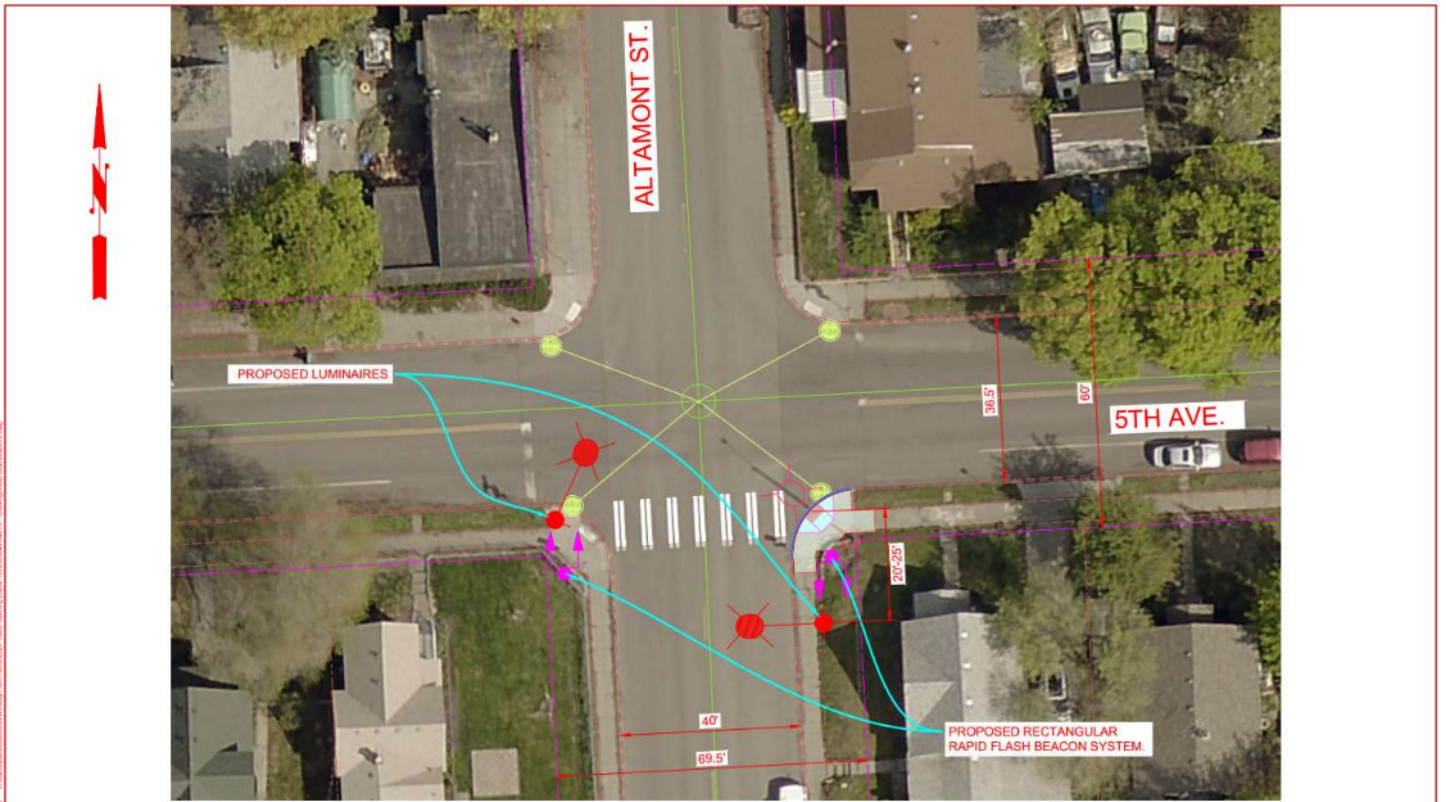
SHOWN DATA IS APPROXIMATE, EXTRACTED FROM GIS DATA, NOT TO BE USED FOR DESIGN OR CONSTRUCTION.



BOONE AVENUE

PROJECT # 2020046
@ STONE & COOK INTERSECTIONS
DISTRICT 1 - BUMPOUTS

SHEET 1 OF 1



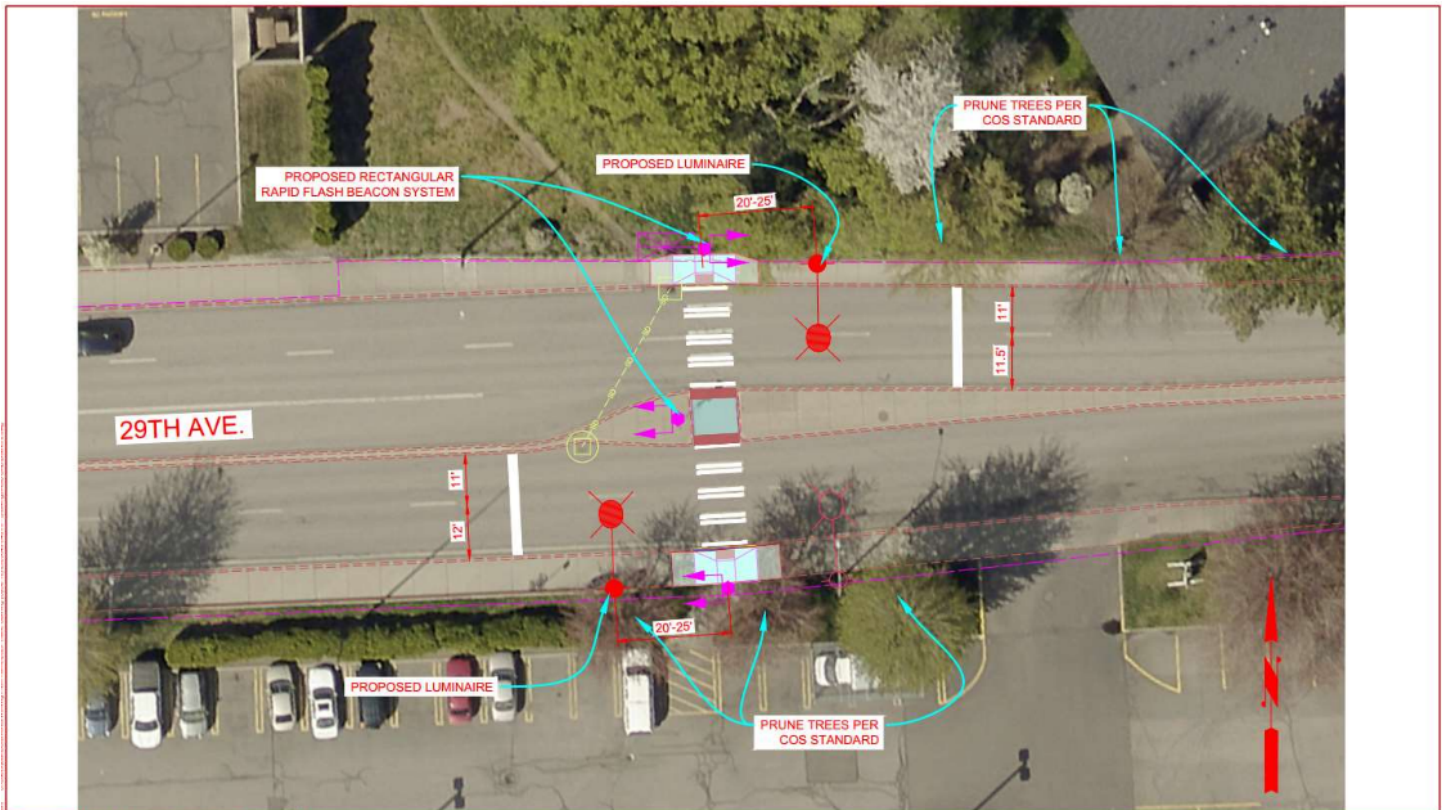

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 INTEGRATED CAPITAL MANAGEMENT
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ALTAMONT STREET
 PROJECT # 2020047
 INTERSECTION
 DISTRICT 2 - RECTANGULAR RAPID FLASH BEACON SYSTEM




PUBLIC WORKS DIVISION
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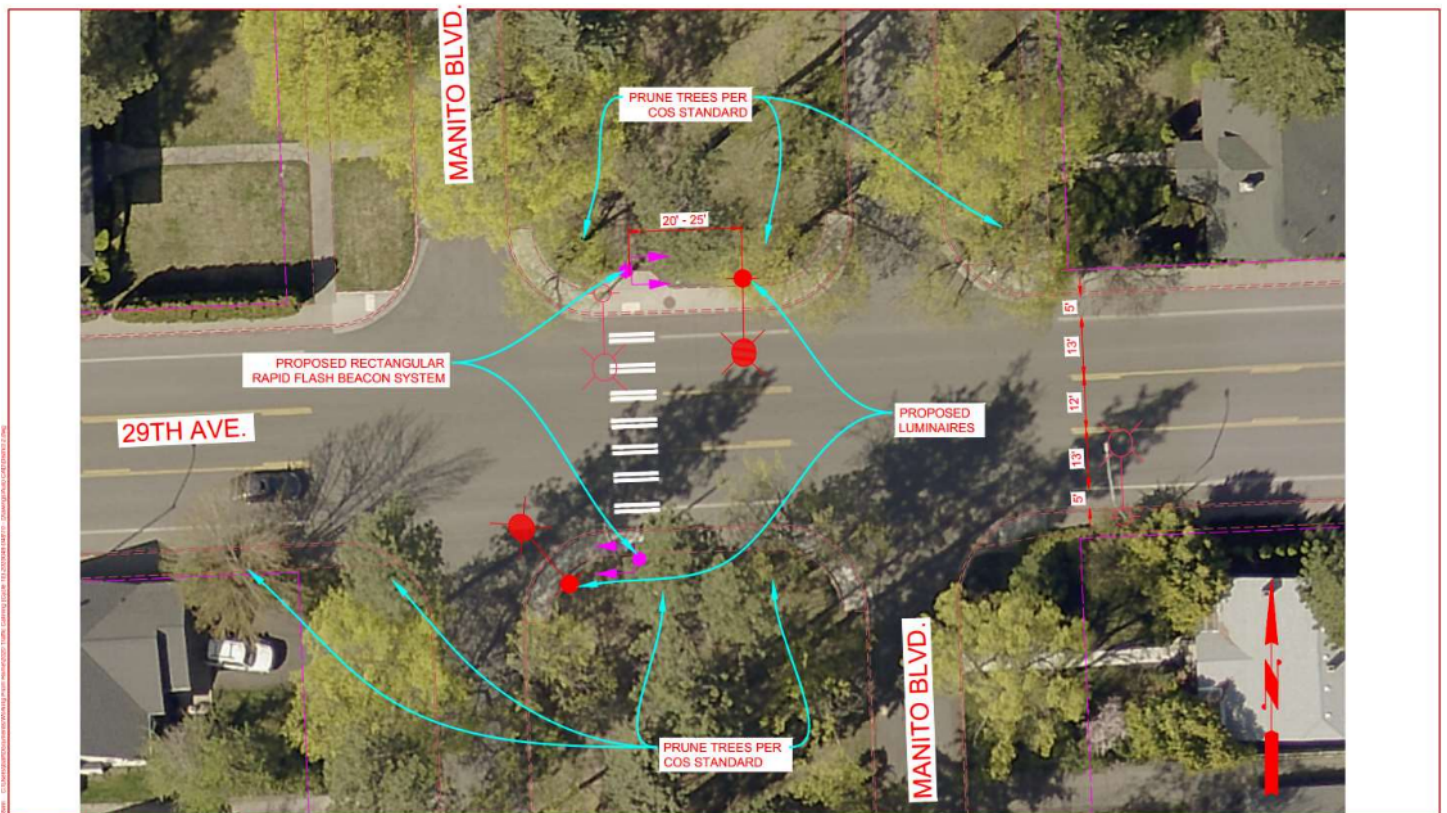
5TH AVENUE
 PROJECT # 2020047
 HAVEN TO FISKE
 DISTRICT 2 - BUMPOUTS




PUBLIC WORKS DIVISION
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29TH AVENUE
 PROJECT # 2020047
 @ ROSAUERS CROSSWALK
 DISTRICT 2 - RECTANGULAR RAPID FLASH BEACON

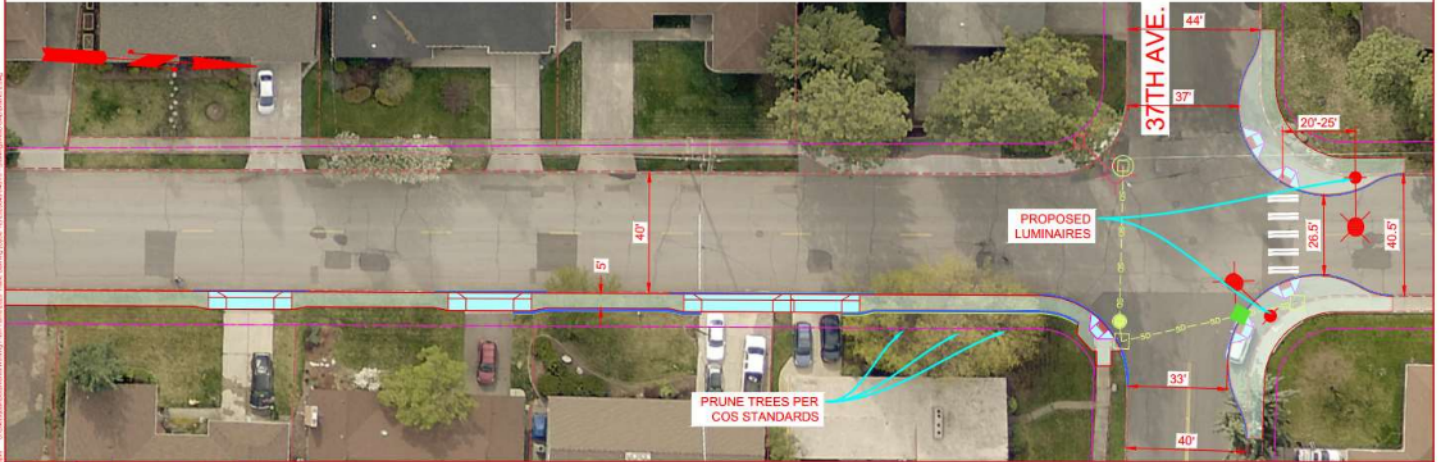
SHEET 1 OF 1




PUBLIC WORKS DIVISION
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29TH AVENUE
 PROJECT # 2020047
 MANITO BLVD
 DISTRICT 2 - RECTANGULAR RAPID FLASH BEACON

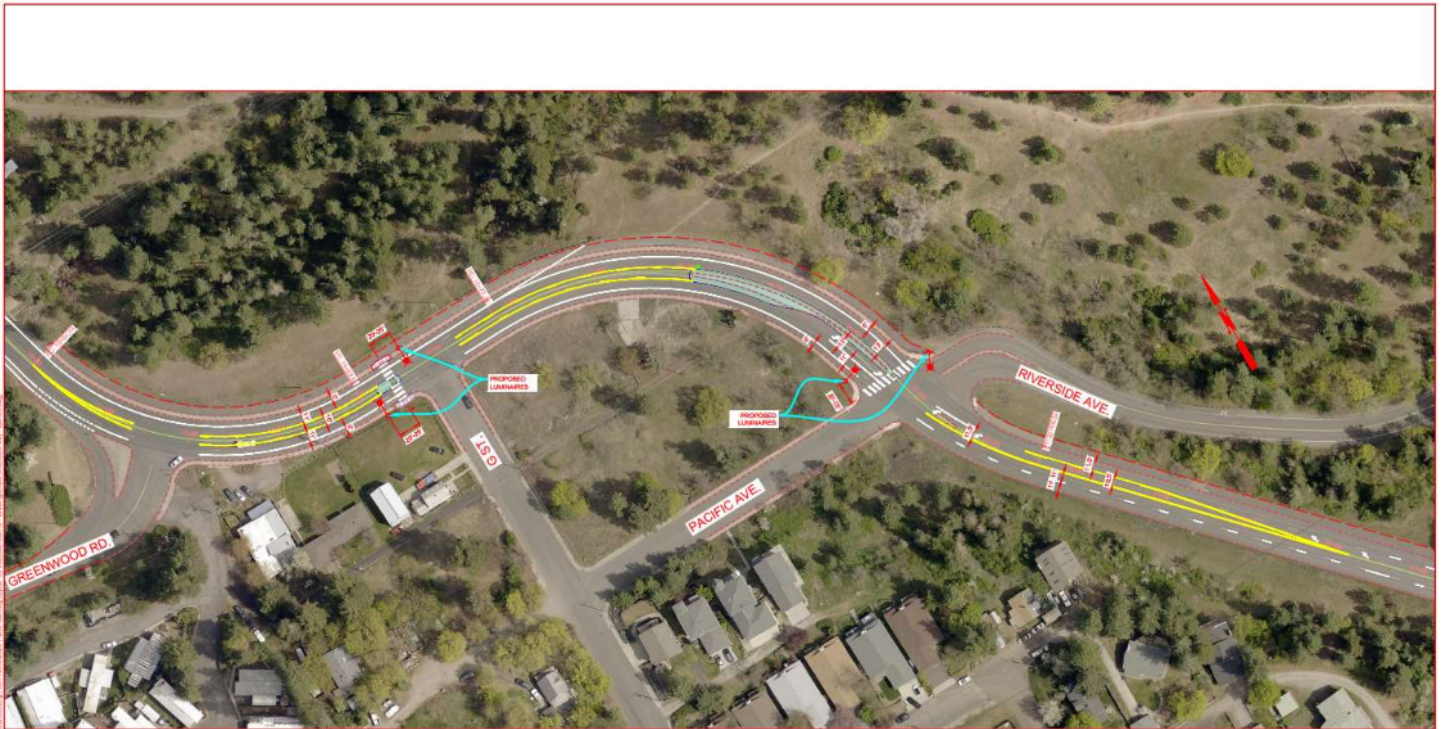
SHEET 1 OF 1




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BERNARD STREET
 PROJECT # 2020047
 HIGH DRIVE TO 37TH AVENUE
 DISTRICT 2 - SIDEWALK - OPT 2

SHEET 1 OF 1




PUBLIC WORKS DIVISION
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2020 TRAFFIC CALMING (CYCLE 10)
 PROJECT # 2020047
 GOVERNMENT WAY - GREENWOOD TO RIVERSIDE
 RE-STRIPE

SHEET 1 OF 1



MAIN AVE.

PROVIDE 10' TANGENT CURBLINE FOR STA BUS STOP

CEDAR ST.

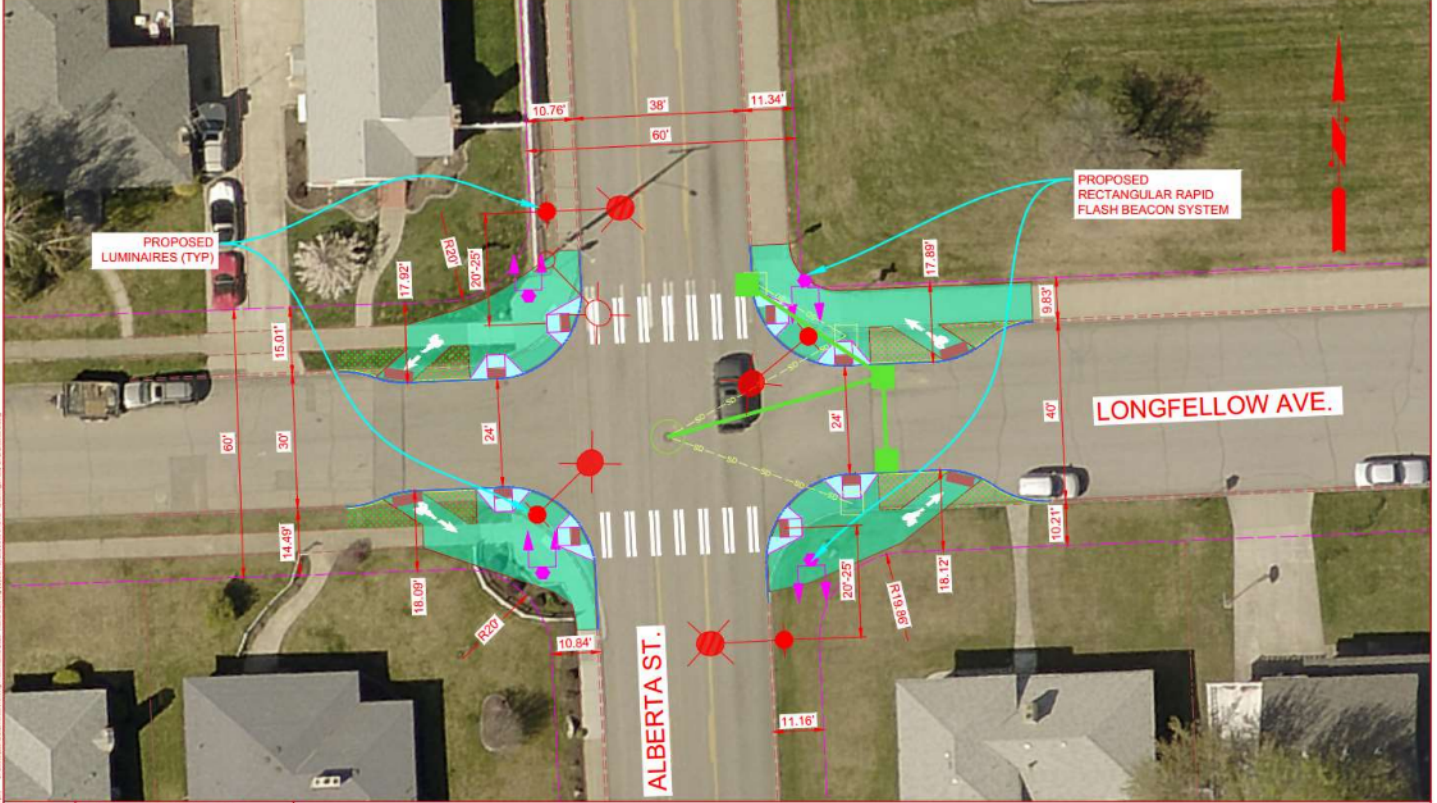


PUBLIC WORKS DIVISION
INTEGRATED CAPITAL MANAGEMENT

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MAIN AVENUE
PROJECT # 2020047
CEDAR STREET
DISTRICT 2 - BUMPOUT

Sheet 1 of 1



PROPOSED LUMINAIRES (TYP)

PROPOSED RECTANGULAR RAPID FLASH BEACON SYSTEM

ALBERTA ST.

LONGFELLOW AVE.

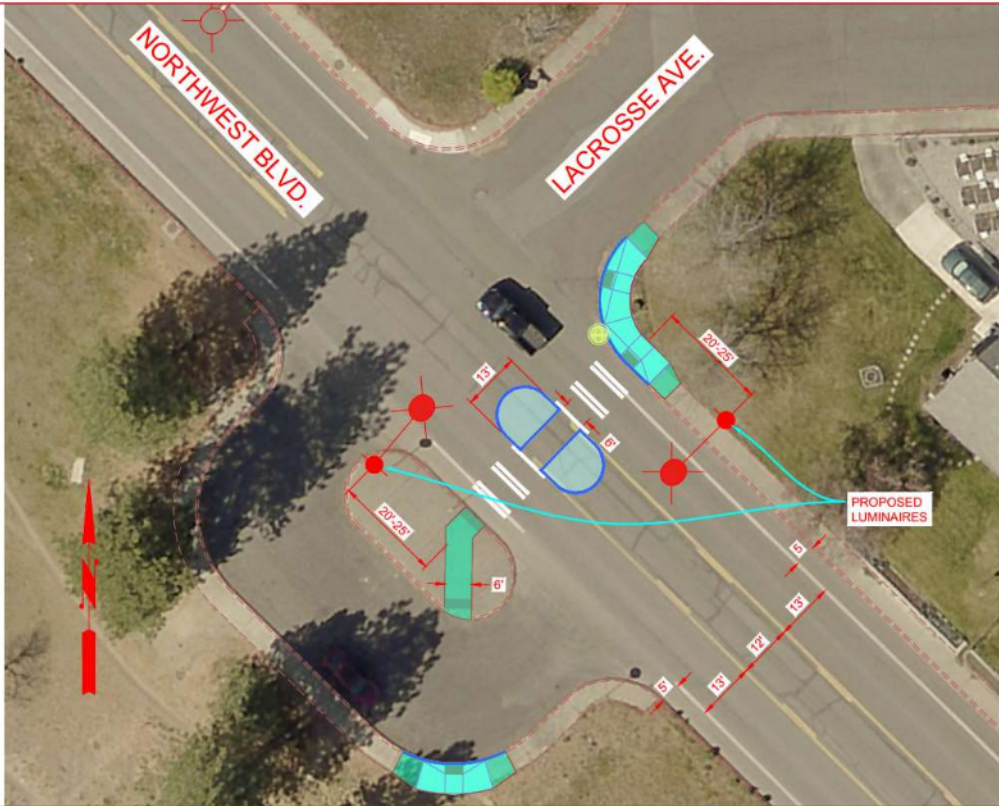


PUBLIC WORKS DIVISION
INTEGRATED CAPITAL MANAGEMENT

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ALBERTA & LONGFELLOW
PROJECT # 2020048
INTERSECTION
DISTRICT 3 - RECTANGULAR RAPID FLASH BEACON SYSTEM - 2

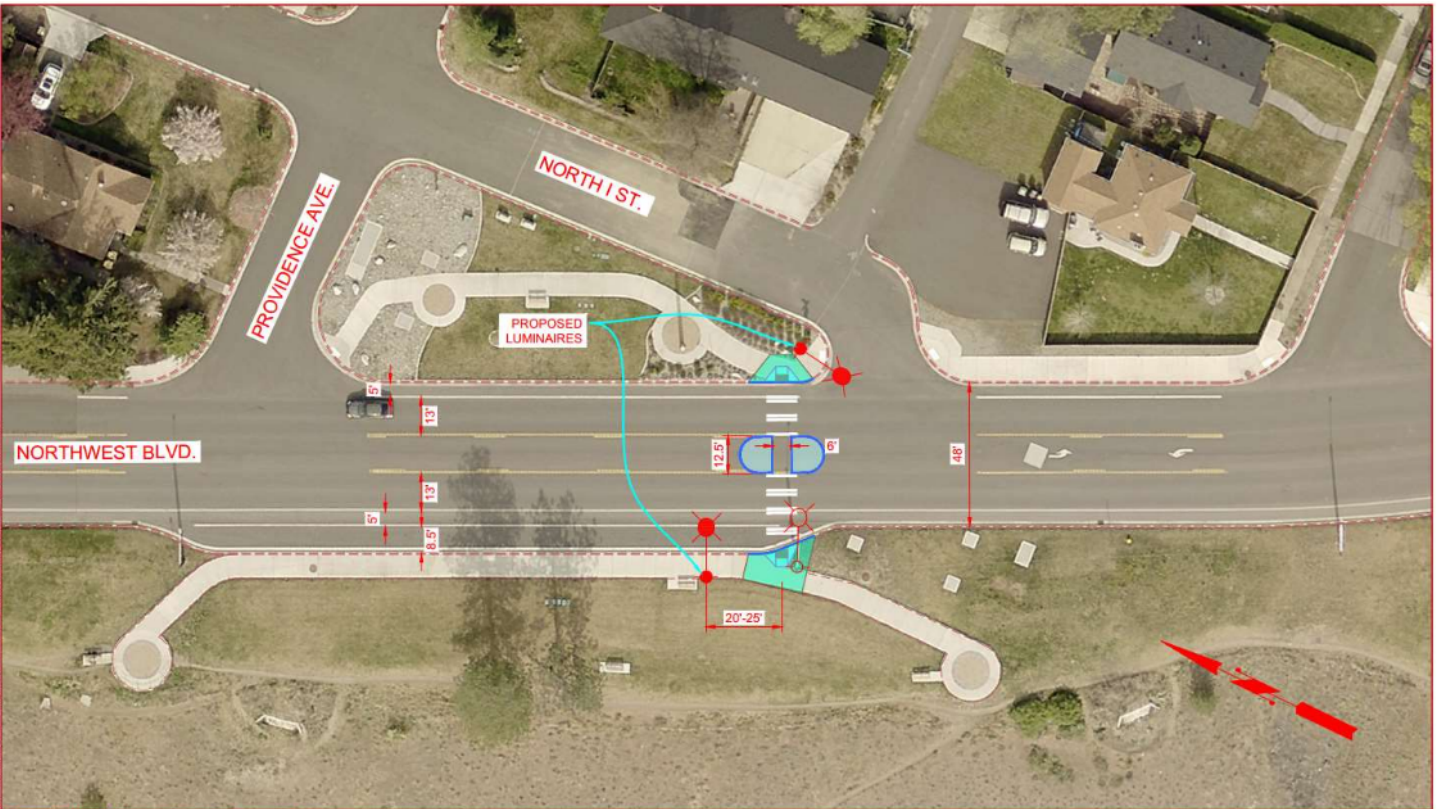
Sheet 1 of 1




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NORTHWEST BLVD @ LACROSSE AVE
 PROJECT # 2020048
 INTERSECTIONS
 DISTRICT 3 - CROSSWALK

SHEET 1 OF 1




PUBLIC WORKS DIVISION
 INTEGRATED CAPITAL MANAGEMENT
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NORTHWEST BLVD @ PROVIDENCE
 PROJECT # 2020048
 INTERSECTION
 DISTRICT 3 - CROSSWALKS

SHEET 1 OF 1




PUBLIC WORKS DIVISION
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ROWAN AVENUE
 PROJECT # 2020048
 MONROE ST. TO WALL ST.
 DISTRICT 3 - 5' SIDEWALKS

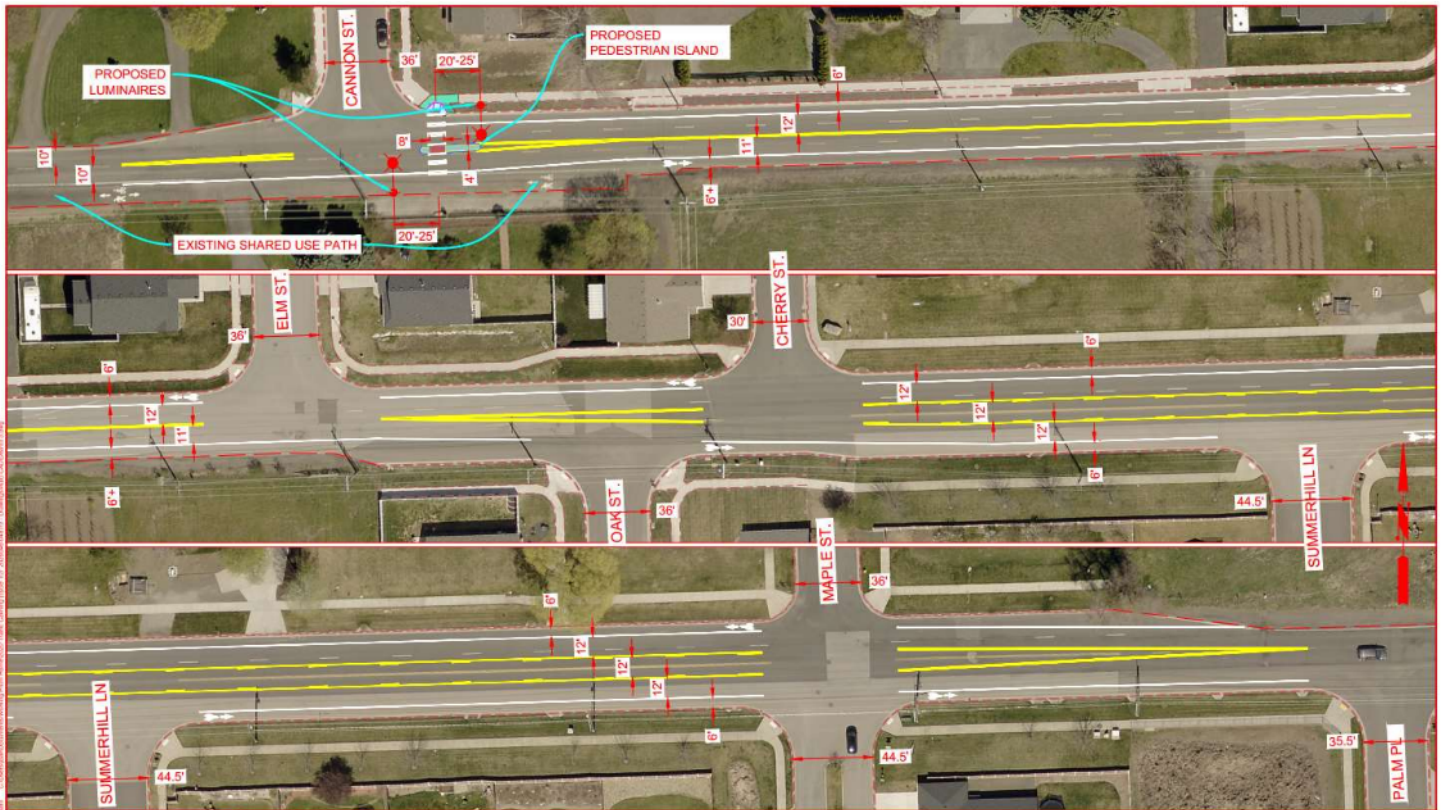
SHEET 1 OF 1




PUBLIC WORKS DIVISION
 INTEGRATED CAPITAL MANAGEMENT
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SHAWNEE AVENUE
 PROJECT # 2020048
 MOORE STREET TO WOODRIDGE DRIVE
 DISTRICT 3 - 5' SIDEWALKS - OPT 2

SHEET 1 OF 1

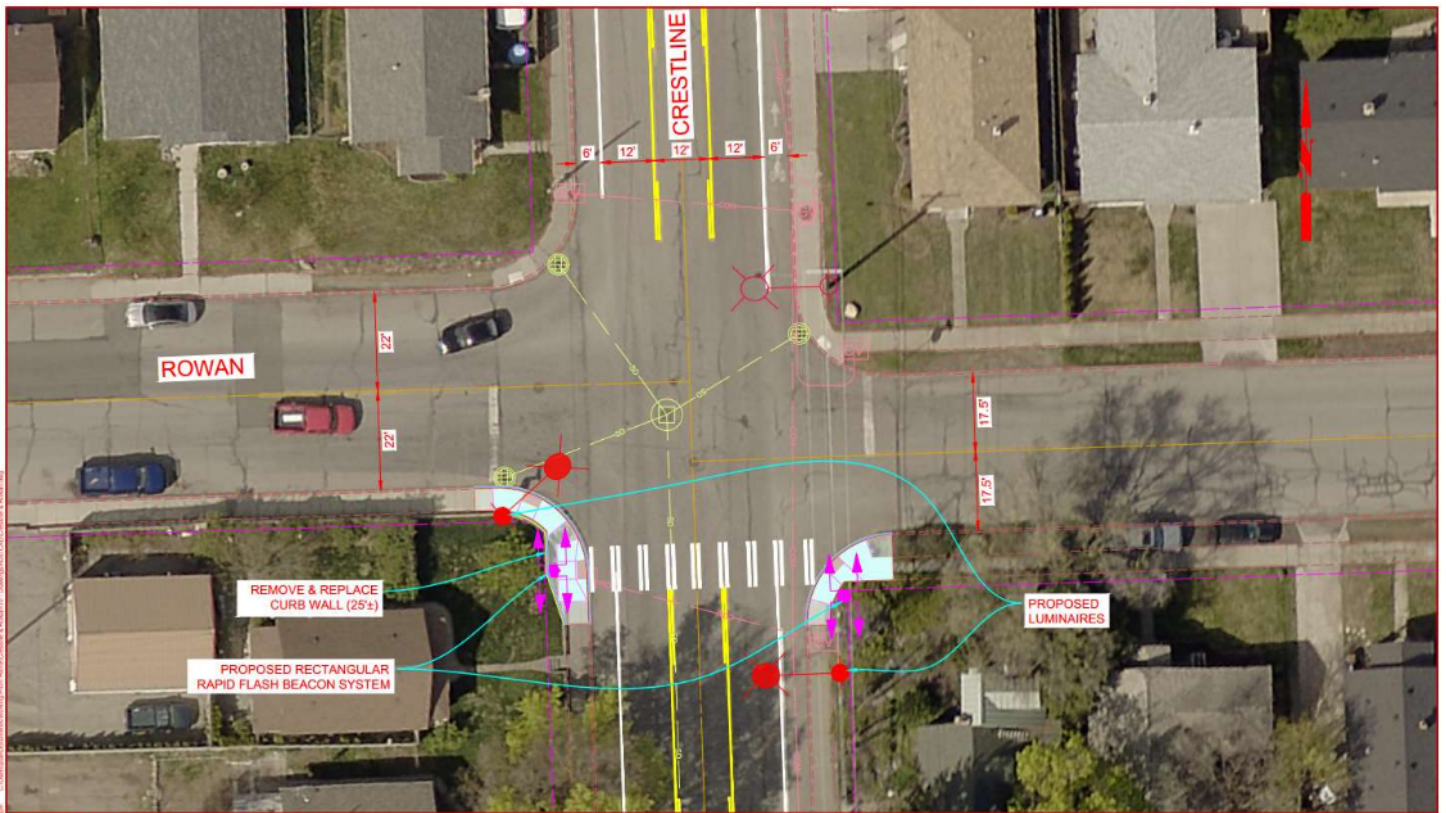


SPOKANE
 PUBLIC WORKS DIVISION
 INTEGRATED CAPITAL MANAGEMENT

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STRONG ROAD
 PROJECT # 2020048
 CANNON ST. TO ELM ST.
 DISTRICT 3 - CROSSWALK W/PEDSTRIAN ISLAND & RE-STRIPE - OPT 3

SHEET 1 OF 1



SPOKANE
 PUBLIC WORKS DIVISION
 INTEGRATED CAPITAL MANAGEMENT

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CRESTLINE STREET & ROWAN AVENUE
 INTERSECTION
 RECTANGULAR RAPID FLASH BEACON SYSTEM

SHEET 1 OF 1




PUBLIC WORKS DIVISION
 INTEGRATED CAPITAL MANAGEMENT
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THURSTON AVENUE
 PROJECT # 2020047
 @ PITTSBURG
 DISTRICT 2 - CURBLINE RE-ALIGNMENT - OPT 2

SHEET 1 OF 1

Ash St. – Broadway to Dean
Currently 1 Way Southbound
Convert to 2 way



**Agenda Sheet for City Council:****Committee:** PIES **Date:** 02/26/2024**Committee Agenda type:** Consent**Date Rec'd**

2/7/2024

Clerk's File #

OPR 2023-0426

Renews #**Cross Ref #****Council Meeting Date:** 03/11/2024**Submitting Dept**

WATER & HYDROELECTRIC SERVICES

Project #**Contact Name/Phone**

SETH 509-742-8152

Bid #**Contact E-Mail**

SMCINTOSH@SPOKANECITY.ORG

Requisition #**Agenda Item Type**

Contract Item

Council Sponsor(s)

BWILKERSON JBINGLE KKLITZKE

Agenda Item Name

4100 FERC 9TH PART 12D CONTRACT AMENDMENT & EXTENSION

Agenda Wording

Contract Extension GeoEngineers (Spokane WA) Comprehensive Assessment to address deficiencies. 02-01-2024 through 06-30-2025. Cost \$1,568,000 (Including Tax). Total cost \$1,686,374.00 (Including Tax)

Summary (Background)

The City has an existing contract with GeoEngineers (OPR 2023-0426) to provide engineering services with an option to renew based upon approval of pre-project deliverables by the Federal Energy Regulatory Commission (FERC). This contract will include the regulatory 9th Part 12D Comprehensive Assessment, associated hydrologic, geotechnical, and structural analyses to address deficiencies identified with the 8th Part 12D Independent Consultant Safety Inspection Report.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 1,568,000.00

Current Year Cost \$ 1,568,000.00

Subsequent Year(s) Cost \$ 0

Narrative

From 2024 Water CIP

Amount**Budget Account**

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



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

MCINTOSH, SETH

Division Director

FEIST, MARLENE

Accounting Manager

ALBIN-MOORE, ANGELA

Legal

SCHOEDEL, ELIZABETH

For the Mayor

JONES, GARRETT

Additional Approvals

Distribution List

Lyle J Stone lstone@geoengineers.com

rrpenaluna@spokanecity.org

nrussell@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	February 26, 2024
Submitting Department	Water & Hydroelectric Services
Contact Name	Seth McIntosh
Contact Email & Phone	smcintosh@spokanecity.org 509-742-8154
Council Sponsor(s)	CP Wilkerson, CM Bingle, CM Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: N/A
Agenda Item Name	FERC 9 th Part 12D Contract Amendment & Extension
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>*use the Fiscal Impact box below for relevant financial information</p> <p>The City has an existing contract with GeoEngineers (OPR 2023-0426) to provide engineering services with an option to renew based upon approval of pre-project deliverables by the Federal Energy Regulatory Commission (FERC). This contract will include the regulatory 9th Part 12D Comprehensive Assessment, associated hydrologic, geotechnical, and structural analyses to address deficiencies identified with the 8th Part 12D Independent Consultant Safety Inspection Report, and an audit of the Owner's Dam Safety Program. The period of performance will be February 1, 2024 through June 30, 2025. The City may extend the contract as needed to address comments from the FERC.</p>
Fiscal Impact	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$1,568,000.00</u> Current year cost: \$1,568,000.00	
Narrative: From 2024 Water CIP	
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Program revenue Is this funding source sustainable for future years, months, etc? Yes	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Other budget impacts: (revenue generating, match requirements, etc.): N/A	
Operations Impacts (If N/A, please give a brief description as to why)	
<ul style="list-style-type: none"> • What impacts would the proposal have on historically excluded communities? N/A - the proposal helps the dam safety program. Power from the dam is used by drinking water well pump stations that serve the entire population of the City of Spokane and help maintain affordable water rates.	
<ul style="list-style-type: none"> • How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A – the proposal is for Upriver Dam operations and not a public-facing program or policy.	

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

The FERC has approved the Independent Consultant team. The work products and deliverables will be reviewed and approved by Upriver Dam staff and the FERC.

- 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 proposal fulfills part of the City's license compliance requirements with the FERC and aligns with the City's Capital Improvement Program.

Council Subcommittee Review

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

Neither the Sustainability Action nor the Traffic Calming / Photo Red subcommittees under the PIES Committee are applicable to this proposal.



CITY OF SPOKANE

CONTRACT AMENDMENT / EXTENSION #2

Title: **Part 12D Comprehensive Assessment and Report for Upriver Dam Hydroelectric Project – Phase 1**

This Contract Amendment / Extension is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **GEOENGINEERS, INC.**, whose address is 523 East Second Avenue, Spokane, Washington 99202 as (“Consultant”), individually hereafter referenced as a “Party”, and together as the “Parties”.

WHEREAS, the parties entered into a Contract wherein the Consultant agreed to provide the Part 12D Comprehensive Assessment and Report for Upriver Dam Hydroelectric Project – Phase I for the City; and

WHEREAS, a change or revision of the Work has been requested, and the Contract time for performance needs to be extended, thus the original Contract needs to be formally Amended and Extended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract, dated May 2, 2023, 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 Contract Amendment / Extension shall become effective on February 1, 2024, and shall end June 30, 2025.

3. ADDITIONAL WORK.

The Scope of Work in the original Contract is expanded to include Phase 2 of the Project in accordance with Consultant’s Proposal dated January 23, 2024, attached as Exhibit A; along with the following amendments:

4. COMPENSATION.

The Compensation section in the original Contract is removed and replaced as follows: The City shall pay an additional amount not to exceed **ONE MILLION FIVE HUNDRED SIXTY-EIGHT THOUSAND AND NO/100 DOLLARS (\$1,568,000.00)**, plus applicable sales tax, for everything furnished and done under this Contract Amendment / Extension. This is the maximum amount to be paid under this Amendment / Extension,

and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

Work will be compensated on a lump sum, monthly percentage of tasks completed based on the fee schedule shown on pages 16-17 of the Consultant's Proposal dated January 23, 2024. Invoices will include physical percent complete at the sub-task level. Labor detail, expenses detail, and receipts are not required.

6. REIMBURSABLES

The Reimbursable section in the original Contract is removed and replaced as follows: All travel and other direct expenses are included within the costs of the tasks outlined in the fee schedule on pages 16-17 of the Consultant's Proposal dated January 23, 2024.

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

GEOENGINEERS, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A - GeoEngineers, Inc. Proposal dated January 23, 2024

24-023

EXHIBIT A

January 23, 2023

City of Spokane
808 West Spokane Falls Boulevard
Spokane, Washington 99201

Attention: Jeanne Finger

Subject: Proposed Scope and Fee
Phase II Services
Pre-Inspection Analyses, Part 12D Comprehensive Assessment, and ODSP Audit
City of Spokane
Upriver Dam
Spokane, Washington
File No. 0110-081-11

INTRODUCTION AND PROJECT UNDERSTANDING

We appreciate the opportunity to continue our work with the City of Spokane (City) on this project. This proposed scope and fee is based on the City's Request for Qualifications (RFQ 5820-23), our Statement of Qualifications (SOQ) dated February 13, 2023, preliminary review of documents provided by the City and communication with City personnel following the award of the project.

GeoEngineers has teamed with Black & Veatch as a subconsultant to provide a complete team with the depth of experience, bench of independent consultants (ICs), and technical knowledge commensurate with the requirements of the Upriver Dam's 9th Part 12D Inspection.

The Upriver Dam Hydroelectric Project is an approximately 230-foot-wide, concrete, gravity dam on the Spokane River, located at about river mile 80.2, approximately 5 miles upstream of downtown Spokane, Washington. The major project components include the concrete spillway dam, its right (north) and left (south) abutments, a fuse plug, a power canal, two powerhouses, and three mechanically stabilized earth (MSE) closure walls.

The Federal Energy Regulatory Commission (FERC) required that the City complete a Comprehensive Assessment (CA) in accordance with the updated Chapter 16 of the Engineering Guidelines for Part 12D inspections. Additionally, an Owner's Dam Safety Program (ODSP) audit will be completed concurrently with the inspection by an independent team. The project has been organized by the City into three Phases. Phase I includes the development of a strategy, response to a comment letter, preparing submittals for FERC review, and pre-coordination for the CA, ODSP and pre-inspection analyses. The purpose of Phase I



is to organize and plan for the work to be completed in Phase II. Phase I is currently under contract and in progress.

Phase II will consist of executing the plan developed and approved during Phase I culminating in preparation of the Comprehensive Assessment Report (CAR) and ODSP for review by FERC. Phase III will include the follow-up investigations, evaluations, and resolution of comments/recommendations provided by FERC on the Phase II reports.

This proposal details the scope and fee of the Phase II services anticipated to fulfill the FERC requirements of the CA and ODSP Audit.

SCOPE OF SERVICES

Our scope of services is based on our review of available information from our Phase I scope of work and discussions with the City. We have organized the Phase II services into the following tasks based on the purpose of each task.

Task 1. Pre-Inspection Analysis

The purpose of this task is to complete the known analyses needed prior to the Part 12D Inspection to provide the IC and the team with the best available information to support their decisions during the CA.

Subtask 1.1. Scour Analysis (and Contingency Subtask 1.1.1.)

Prior to performing a scour analysis of the Upriver Dam spillway foundation, the team will review the existing information available for the foundation conditions to determine if sufficient information exists to conduct the analysis and evaluate whether or not the analysis is needed for the CA. This scope of work assumes that sufficient data exists to perform the scour analysis. If a scour analysis is not anticipated to be necessary for the effective completion of the CA, this task will be completed with a brief memorandum summarizing the available information and justification for omitting the scour analysis.

If there is sufficient available information and the IC determines that a detailed scour analysis would be required or benefit the CA, we will request that the City activate Contingency Subtask 1.1.1 as a change order for the scope defined below and lump sum fee in the fee summary.

Contingency Subtask 1.1.1. CFD Modeled Scour Analysis

If deemed necessary, a scour analysis of the Upriver Dam spillway foundation will be carried out for a range of spillway outflows including the maximum historical flow at the peak outflow during the maximum probable flow (PMF). The team will conduct the scour analysis using (i) a refined three-dimensional computational fluid dynamics model of the spillway system in conjunction with (ii) a power stream vs. erodibility index analysis of the soils and bedrock at and in the vicinity of the spillway foundation. The Computational Fluid Dynamics (CFD) model will be used to estimate bed shear stresses and erosion rates at and around the spillway foundation for relevant flow discharge conditions (e.g. maximum historical flow and PMF). The stream power analysis provides a measure of the available energy of the water to move or erode soils and rock. The erodibility index, K_h , provides an indication of the ability of rock to resist erosion and will be based on the procedure detailed in United States Bureau of Reclamation (USBR) Best Practices in Dam and Levee Safety Risk Analysis, 2019. This procedure relates the stream power of the flow to the erodibility index of the rock/soil based on field data.



Assumptions:

1. Detailed geometry of the spillway is available to support the scour analysis.
2. The existing PMF analysis or results will be provided.
3. For hydraulic variables, it is assumed that relevant parameters such as flow discharge, depth, and velocity are available based upon an existing flow rating curve (reservoir stage vs flow discharge). The hydraulic analysis will rely on a desktop analysis based on equations to estimate the relevant hydraulic parameters required for conducting the power stream erodibility index calculations. The results of the scour analysis will be compared to the results from an April 2016 study of the stilling basin, provided by the City.
4. For the spillway foundation, soils and bedrock, it is assumed that the following information is available:
 - a. Field study data to characterize soil and bedrock in the areas of interest (i.e., at and in the vicinity of the spillway foundation). If not available, a field survey study will need to be commissioned prior to performing the scour analysis. This field study is not included in the scope.
5. Erodibility index will be based on USBR Best Practices in Dam Safety and Levee Safety Risk Analysis, Chapter D1, Erosion of Soil and Rock, 2019.
6. The CFD model will be used to estimate hydraulic parameters relevant to the scour analysis, using the following modeling settings:
 - a. Turbulence model: combination of RNG k-epsilon and LES models.
 - b. Mesh sensitivity analysis.

Deliverables:

1. Scour Analysis Results Technical Memorandum including supporting calculation package, Draft and Final.

Subtask 1.2. Structural Analyses

Structural analyses are required to address recommendations from the Eighth Independent Consultant Safety Inspection Report, and a comment from FERC received by the City on January 9, 2023. This task will be led by Black & Veatch. The proposed analyses will be completed in compliance with Chapter 3 – Gravity Dams of the FERC Engineering Guidelines for the Evaluation of Hydropower Projects. Section 1.1.1. of the Eighth Independent Consultant Safety Inspection Report states that: “For the current 8th CSIR, the 7th Part 12D Independent Consultant recommended that a dynamic analysis be performed on the dam as the results will have impacts on the seismic PFMs”. As such, Linear Modal Response Spectrum Analysis is selected to be performed on structural models, in accordance with Section 12.9 of ASCE 7-22. Three analyses are planned as part of this effort:

Subtask 1.2.1. Spillway Failure Due to Sliding Instability Along the Base During Seismic Event

This analysis will address the Category II Potential Failure Mode (PFM) S-7, per the Eighth Independent Consultant Safety Inspection Report. The objective of this task is to perform stability analysis of the spillway subject to load combination conditions incorporating site-specific response spectra to be developed by GeoEngineers representing the earthquake loading. For this condition, the following load conditions will be assumed:



1. The reservoir is at normal operating level, Elevation (EL) 1,927 feet;
2. The tailwater is at the critical level for instability, EL 1,895 feet;
3. All gates are in the closed position;
4. Hydrodynamic load on the spillway per Westergaard's formula;
5. One, two, or three-components site-specific response spectra corresponding to the MCE; and
6. Full uplift pressure develops along the base of the spillway per PFM S-7.

Assumption number 6 above is generally understood to be conservative. Section 3-4.5.3 on Cracking Induced by Dynamic Loading of Chapter 3 Gravity Dams of FERC Engineering Guidelines (FERC 2016) states that: cracked base analyses are not typically performed for dynamic loadings because of the computational difficulty involved. The conventional gravity analysis procedure is not appropriate for dynamic loading because it ignores the dynamic response of the structural system. Standard dynamic finite element techniques are not appropriate because they are based on an assumption of material linearity and structural continuity.

A three-dimensional model will be developed for the spillway using RISA-3D Structural Software. The model will be composed of plain-strain plate elements to represent the Upriver Dam structure including the ogee-shaped spillway, the 6-foot-thick downstream primary apron, the nine spillway piers A through I, the eight radial gates within bays 1 through 8, and the reinforced concrete machinery deck. The self-weight of the spillway will be auto-calculated by RISA-3D. The self-weights of the radial gate electric motors, and baffle blocks on the primary apron will be applied as concentrated dead loads at their respective locations to include their effect on the dynamic characteristics of the spillway as well as the analysis results. The upstream hydrostatic pressures above EL 1,895 feet will be applied on the upstream face of the plate elements. The site-specific response spectrum to be developed by GeoEngineers will be imported into RISA-3D Library and used for earthquake loading. Boundary conditions will be represented by hinged supports at the interface between the spillway base and the rock foundation to evaluate the sliding factor of safety that would be equal to the ratio of the resulting total horizontal force and the total vertical force.

The Upriver Dam is considered "High" Hazard by FERC based on dam break studies indicating significant flooding damage downstream and probable loss of life. Section 3-5.2.3 of Chapter 3 on Gravity Dams of FERC Engineering Guidelines (FERC 2016) recommended a minimum sliding stability safety factor of 1.3 for post-earthquake analysis.

Subtask 1.2.2. Failure of Spillway Piers in Cross-Canyon Direction Due to Seismic Event

This is Category III PFM S-5 per the Eighth Independent Consultant Safety Inspection Report (HDR 2020-a) and Comment 6b of FERC letter to the City (FERC 2023). The objective of this task is to perform a Cross-Canyon, Linear Modal Response Spectrum Dynamic Analysis to evaluate the strength of the reinforced concrete spillway intermediate and end piers. The same load combination condition and three-dimensional RISA-3D structural model described in Subtask 1.2.1 will be used.

The joints between the cast-in-place deck and the spillway piers will be investigated in the model for the resulting axial forces, shear forces, and bending moments. If found inadequate, the deck will be removed from RISA-3D model and the spillway piers will be re-analyzed as cantilevers in a fixed-free condition. This task is achieved by comparing the shear demands from the dynamic analysis to the shear capacity of the



reinforced concrete piers. As stated in Subtask 1.2.1, the demand-to-capacity ratios (or factor of safety) is recommended by FERC to be greater than 1.3 for post-earthquake analysis.

Subtask 1.2.3. Global Failure of Powerhouses No. 1 and No. 2 Due to Seismic Event

This is Category III PFM S-2 per the Eighth Independent Consultant Safety Inspection Report (HDR 2020-a) and Comment 6c of FERC letter to the City (FERC 2023). The objective of this task is to perform dynamic analyses on structural models for the 35-foot length by 90-foot width by 50-foot height 1936 Masonry Powerhouse No. 1 (Powerhouse No. 1) and the 111-foot length by 84-foot width by 67-foot height 1984 Reinforced Concrete Powerhouse No. 2 (Powerhouse No. 2) using RISA-3D Structural Software. Both powerhouses will be subject to the load combination condition specified in Task PFM S-7.

PFM S-2 in Section 1 of STID 2021 states that: Powerhouse No. 2 is pile supported and does not rely on foundation friction for stability. GeoEngineers will support Black & Veatch by providing results of LPILE analysis to include horizontal springs in Powerhouse No. 2 structural model. Otherwise, the boundary conditions would be hinged joints that may affect the resulting shear forces.

The forebay of the Upriver Dam, which is composed of Powerhouse No. 1 and Powerhouse No. 2 along with retained earth closure structures, is considered a “Significant” hazard potential classification. Based on postulated breach of the forebay, this may result in only economic damage. As stated in Subtask 1.2.1, the sliding stability safety factor is recommended to be greater than 1.3 for post-earthquake analysis.

Assumptions:

1. The City will provide all available civil/structural/mechanical drawings of the Spillway Dam and Powerhouses No. 1 and No. 2 to support the development of structural models, and to calculate the dead weight of the structures and mechanical components in the powerhouses.
2. Hydrodynamic interaction will be considered in accordance with Westergaard’s formula.
3. The downstream secondary apron and the upstream 5-inch protective concrete slab will not be included in the spillway structural model.
4. No analysis will be performed on the spillway gates.
5. The level of effort assumes the Black & Veatch Structural Analysis Lead will participate in up to 2 virtual two-hour meetings with GeoEngineers and/or the City for coordination of data collection.

Deliverables:

1. Dynamic Stability Report (Draft and Final) summarizing conclusions and recommendations from the three analyses.
2. Supporting Calculation Packages for each analysis, including:
 - a. Subtask 1.2.1 (Spillway Failure Due to Sliding Instability Along the Base During Seismic Event) will include:
 - RISA-3D input data and results of the dynamic analysis.
 - Sliding stability calculations of the dynamic analysis.
 - b. Subtask 1.2.2 (Failure of Spillway Piers in Cross-Canyon Direction Due to Seismic Event) will include:



- RISA-3D input data and results of the dynamic analysis.
 - The adequacy of the joints between the cast-in-place deck and the spillway piers.
 - Strength calculations of the intermediate piers.
 - Strength calculations of the end piers.
- c. Subtask 1.2.3 (Global Failure of Powerhouses No. 1 and No. 2 Due to Seismic Event) will include:
- RISA-3D input data and results of the dynamic analysis for each Powerhouse.
 - The shear demands and shear capacity for each Powerhouse.
 - The sliding stability safety factor for each Powerhouse.

Subtask 1.3. Geotechnical Analyses

Geotechnical analyses are required to address recommendations from the Eighth Independent Consultant Safety Inspection Report, and a comment from FERC received by the City on January 9, 2023. This task will be led by GeoEngineers. The proposed analyses will be completed in compliance with Chapter 4 – Embankment Dams of the FERC Engineering Guidelines for the Evaluation of Hydropower Projects. Three analyses will be completed as part of this effort:

Subtask 1.3.1. Seismic Displacement Analyses

Seismic displacement analyses will be updated for the closure section and fuse plug based on the updated seismic hazard analysis. This analysis will be completed by developing combined seepage and slope stability models in the GeoStudio software programs SEEP/W and SLOPE/W based on previous analyses and a review of the subsurface information. The SLOPE/W stability analyses will be used to determine the yield acceleration, which is the horizontal acceleration at which the factor of safety of the embankment structure is equal to 1. Permanent seismic deformation will be estimated using the calculated yield acceleration and Bray and Macedo (2019) and Bray, Travararou, and Macedo (2018) methodology for estimating seismic deformation for crustal and subduction zone seismic hazards.

Subtask 1.3.2. Cantilever Wall Analyses

Cantilever wall analysis for the powerhouse closure walls will be updated based on the updated seismic hazard analysis. Based on our review of the latest analysis completed by HDR in 2020, the NAVFAC methodology is generally appropriate for walls of this type. We will review the backfill material assumptions and might select updated material properties for the updated analysis.

Subtask 1.3.3. Liquefaction Analyses

Liquefaction analyses for the left and right abutments and the fuse plug will be updated based on existing boring data, new boring data that could become available at the time of the analysis, and the updated seismic hazard analysis. The existing boring data includes blow counts on borings B-101, B-102, B-103, B-201, B-203, and D-1. Evaluation of liquefaction triggering will be based on empirical methods from Boulanger and Idriss (2014) and other appropriate sources. Residual strength parameters, if required, will be based on guidance from Kramer (2007).



Assumptions

1. Up to four seismic hazard scenarios will be evaluated for each of the seismic deformation, cantilever wall, and liquefaction analysis cases. The IC will provide guidance to the Pre-Inspection Analysis team on the return period of the seismic scenarios considered for each.

Deliverables

1. Geotechnical Analysis Report including supporting calculation package (Draft and Final) summarizing conclusions and recommendations from the three analyses.

Subtask 1.4. Underwater Inspection Plan

Prepare an Underwater Inspection Plan based on the recommended inspection items provided in “Upriver Dam Stability Evaluation” (GeoEngineers 2008). We will also review previous underwater inspection reports and consider the inspection items which are best suited to divers and those best suited to remotely operated vehicles to safely and repeatably perform underwater inspections.

Assumptions

1. The City will provide previous underwater inspection reports.
2. The City will review the Draft Underwater Inspection Plan and provide comments within ten business days.

Deliverables

1. Draft and Final Underwater Inspection Plans.

Task 2. Part 12 Inspection and Comprehensive Assessment

The GeoEngineers and Black & Veatch Team will lead the Part 12D Comprehensive Assessment process in accordance with FERC Engineering Guidelines for Hydropower Projects, Chapters 16, 17, and 18. The team will consist of the FERC-approved Independent Consultant, an IC Team Member with expertise in hydraulic structures, five Subject Matter Experts (SMEs), two Risk Facilitators, and two Note Takers. The FERC-required Inspection Plan was prepared under the Phase 1 services documenting the team’s qualifications and proposed approach to performing the Comprehensive Assessment.

Subtask 2.1. Document Review

The IC Team members and SMEs will review historical documentation provided by the City. The breadth and depth of the review will be commensurate with that necessary to develop a Comprehensive Assessment (CA) Pre-Inspection Preparation Report (PIPR) and the subsequent CA Part 12D Report (CAR). The IC Team will work together to organize and distribute the document review amongst the IC Team members and SMEs in alignment with each professional’s area of expertise.

The document review will include a review and evaluation of the following documents:

- Design-era drawings, specifications, and construction records;
- Design basis and analyses of record;
- Hydrology and hydraulics studies including hydrologic hazard loading results for use during the risk workshops;

- Geologic, faulting and seismicity studies;
- Structural analyses and studies;
- Seepage and stability studies;
- Dam safety inspection reports;
- Dam Safety Surveillance and Monitoring Reports (DSSMRs) and other performance reports;
- Special inspection reports, including spillway condition assessments;
- Previous Part 12D reports;
- Correspondence with FERC;
- Supporting Technical Information Document (STID), including the Dam Safety Surveillance and Monitoring Plan (DSSMP) and PFMA reports;
- Emergency Action Plan and inundation maps;
- Maintenance-related documentation;
- Operations-related documentation;
- Public Safety Plans;
- Owner's Dam Safety Program documentation; and
- Dam/Public Safety Incident reports.

We understand that not all of the City's project documents have been digitized to date, and that reviewing physical copies of documents in their offices will be necessary as part of this effort. The PMFA/L2RA note takers will lead the team visiting Spokane to review the file cabinets and organize the documents to be scanned.

Assumptions

1. Two team members will perform an on-site records review/sorting of hard copy project records. We assume this will take up to three days. We also assume the City will provide on-site facilities for use by the team (e.g. conference room, file room, etc.). City staff will be available to scan and name PDF files.

Deliverables:

1. An inventory of the on-site records scanned and their assigned file names.

Subtask 2.2. Prepare CA-PIPR

The IC Team and SMEs will lead the preparation of a draft CA-PIPR following FERC's Engineering Guidelines for Hydropower Projects Chapter 16. The IC Team will work together to organize and distribute the document preparation amongst the IC Team members and SMEs in alignment with each professional's area of expertise, with ultimate review and finalizing by the IC. The purpose of the report will be to document the IC Team's preliminary evaluation of analyses of record, design basis, instrumentation data, and dam and public safety programs, to ensure the IC Team is adequately prepared to participate in the site inspection and PFMA/risk analysis.



In accordance with FERC's outline provided in Appendix 16-E of the Engineering Guidelines for Hydropower Projects, the CA-PIPR will document:

- Potential deficiencies in the previous description and/or understanding of project works;
- Potential design or construction-related issues;
- Potential deficiencies in the analyses of record;
- Project status, including a list of recent modifications to project works, operations, and the status of previous Part 12D recommendations; and
- Review and interpretation of instrumentation data.

Following the City's review, the IC Team will finalize the CA-PIPR for submittal to FERC. If needed, IC Team members and SMEs will address any FERC comments on the CA-PIPR applicable to their subject matter expertise.

Assumptions

1. No physical or hard copies of the CA-PIPR will be required by the City or FERC.

Deliverables:

1. CA-PIPR, Draft and Final

Subtask 2.3. Perform Part 12D Inspection

IC Team members, Jeff Bair, Jason Beard, and Lyle Stone will perform an independent dam safety inspection of physically accessible project features of Upriver Dam and related appurtenances, in accordance with the Part 12D Inspection Plan approved by FERC. Additionally, the Gates SME and the Mechanical SME will attend the inspection. The Inspection will be performed with members of the IC Team from GeoEngineers, the City, and FERC. The Inspection will include observation of the operational performance of facilities during the inspection.

Assumptions:

1. The Part 12D Inspection is assumed to take 2 days.

Deliverables:

No specific deliverables. Notes developed during the task will be incorporated into later documents.

Subtask 2.4. Consequences Analysis

We will perform a consequence analysis to develop life loss estimates in support of the PFMA/L2RA Risk Workshops described in Subtask 2.5. Following the completion of the HEC-RAS Inundation modeling, the team will evaluate the complexity and sensitivity of the inundation areas for consequence estimating. The team will provide a consequence analysis based on LifeSIM Probable Loss of Life.

Subtask 2.4.1. Data Collection and HEC-RAS Modeling

The initial tasks for performing the consequence analysis will include:



- Developing a terrain model for 2D breach simulation;
- Reviewing and updating the HEC-RAS hydraulic model to latest HEC-RAS version for LifeSIM compatibility purposes;
- Conduct six breach scenarios (Sunny-day; 40,000 cubic feet per second [cfs]; and 85,000 cfs) at two additional locations each (spillway and powerhouse). An existing model has been developed for the fuseplug; and
- Conduct HEC-RAS modeling to evaluate non-breach-related flooding (i.e. gate malfunction).

Task 2.4.2. LifeSIM Probable Loss of Life Modeling

The results of the above HEC-RAS modeling will be used to perform loss of life modeling using LifeSIM by performing the following:

- Import the nine HEC-RAS breach scenarios to LifeSIM (Structure and Earthen Breach Parameters for Sunny-Day, 40,000 cfs, and 85,000 cfs Hydrologic Scenarios);
- Import and incorporate National Structure Inventory (NSI), HAZUS, and Parcel Data, as applicable;
- Import and edit appropriate road network datasets and incorporate destinations;
- Run nine LifeSIM Simulations and Multiple Imminent Hazard Time(s) of Day for each run;
- Review LifeSIM Simulation Iteration Outliers and Results and adjust the model(s) accordingly; and
- Calculate Direct Economic Damage Estimations.

Deliverables:

1. Consequence Analysis Technical Memorandum including supporting calculation package, Draft and Final.

Subtask 2.5. PFMA/L2RA Risk Workshops

We will facilitate and participate in the PFMA/L2RA Risk Workshops, in accordance with FERC Chapters 17 and 18.

Subtask 2.5.1. PFMA/L2RA Risk Workshop Preparation

The Facilitation Team will have coordination calls and dry run sessions to ensure a cohesive facilitation process is in place in advance of the workshops.

Subtask 2.5.2. PFMA/L2RA Risk Workshop Training

In preparation for the workshops, we will prepare for and host a virtual training session with the full list of workshop participants from Black & Veatch, GeoEngineers, City, and FERC to discuss the purpose of the workshops, and the process to identify, screen, and assess potential failure modes. The training session will also be used to provide practice PFM development and risk estimation exercises, using the same tools that will be used during the workshops.

Subtask 2.5.3. PFMA/L2RA Risk Workshop Facilitation

The FERC approved Facilitation team will facilitate the PFMA and L2RA Risk Workshops in accordance with FERC Engineering Guidelines Chapter 17 and 18. The team will include two facilitators and two note takers



for the duration of the workshops. Two facilitators and two notetakers are proposed to increase efficiency of the overall workshop and reduce the risk of time overruns.

The facilitators will lead the workshop participants through brainstorming candidate PFMs, developing PFMs, and conducting initial screening of the PFMs. For those PFMs carried forward into the Risk Analysis, the facilitators will lead the participants through determining the likelihood and consequences of each PFM, and ultimately plotting each PFM on a Risk Matrix.

Subtask 2.5.4. PFMA/L2RA Risk Workshop Attendance

In addition to the Facilitation Team, GeoEngineers and Black & Veatch will have three IC Team members and six SMEs participate in the workshops. The Facilitation Team and SMEs who did not participate in the Part 12D Inspection will also attend a half day site visit prior to workshops commencing.

Assumptions:

1. The City will provide a meeting location for the in-person/on-site workshops. The workshop location shall be large enough to accommodate the full IC Team (three), SMEs (six), Facilitation Team (four), City representatives, and FERC representatives.
2. We will provide meeting supplies, and food/beverages during the in-person portion of the workshop.
3. The City representatives familiar with the Upriver Dam history, operations, and maintenance will participate in the workshops and pre-workshop training.
4. The Risk Workshop Training will be held virtually, over Microsoft Teams, for up to 2 hours.
5. The Risk Workshops are assumed to require the following level of effort:
 - a. Half day site visit, overlapping with the Part 12D inspection described in Subtask 2.3
 - b. Three days in person
 - c. Two weeks virtually
 - d. One contingency week is discussed in the contingency Subtask 2.5 below.
6. The virtual workshops will be hosted by Black & Veatch on Microsoft Teams.

Deliverables:

No specific deliverables. Notes developed during the task will be incorporated into later documents.

Contingency Subtask 2.5. Workshop Contingency Week

The duration of the PFMA/L2RA workshops is challenging to estimate with confidence due to the unknown quantity of PFMs being developed during the PFMA workshop. Our facilitation team will endeavor to be as efficient as possible during the workshops to maximize the value of the IC team, SME, City staff, and FERC representative's time.

However, if the PFMA/L2RA workshops cannot be completed during the allotted schedule of 3 days in person and two weeks virtually (total of thirteen days) due to the quantity of PFMs developed, an additional virtual week may be needed to complete the workshops. We have included a fee estimate for the inclusion of an additional five days for planning purposes and to support a streamlined process for authorizing the



additional week. The cost of the contingency week could also be reduced if only some of the SMEs are required.

Subtask 2.6. PFMA/L2RA Risk Report

Following completion of the PFMA and L2RA Risk Workshops, we will prepare a report documenting the results of the workshops, following the outline provided as Appendix 18-B of FERC's Engineering Guidelines Chapter 18. Following the City's review, we will finalize the PFMA/L2RA Risk Analysis Report for incorporation into the CAR (Subtask 2.7).

Assumptions:

1. No physical or hard copies of PFMA/L2RA Report will be needed by City or FERC.

Deliverables:

1. PFMA/L2RA Risk Analysis Report, Draft and Final.

Subtask 2.7. Comprehensive Assessment Report

We will prepare the Comprehensive Assessment Report (CAR) in accordance with FERC Engineering Guidelines Chapter 16 and will incorporate the PFMA/L2RA Risk Analysis Report into the CAR. The CAR will follow the general outline provided in Appendix 16-D of FERC Engineering Guidelines Chapter 16 and will clearly state whether the IC judges the project to be suitable for continued safe and reliable operation; if not, the reason(s) will be clearly indicated and reference the corresponding section(s) of the CAR for details. Any immediate actions that are required to ensure safety, stability, and/or structural integrity of the project will be listed.

We will prepare the Draft CAR with incorporation of the PFMA/L2RA Risk Analysis Report. Following the City's review, we will finalize the CAR for submittal to FERC.

Assumptions:

1. No physical or hard copies of CA Report will be needed by City or FERC.

Deliverables:

1. Comprehensive Assessment Report (CAR), Draft and Final.

Subtask 2.8. Comprehensive Assessment Review Meeting

Within 60 days after the CAR is submitted by the City to the FERC, Black & Veatch and GeoEngineers will present a summary of their findings, conclusions, and recommendations to the City and FERC during a Comprehensive Assessment Review Meeting, in accordance with FERC's Engineering Guidelines Chapter 16 Section 16-7.5. This meeting will provide an opportunity for the IC to present their observations and findings from their inspection and assessment of the project, and for FERC to clarify specific points after completing the initial review of the CAR. We will prepare a presentation for the CA Review meeting, attend the meeting, and address FERC comments on the CAR based on the meeting discussion.

Assumptions:

1. The CAR Review Meeting will be held virtually on Microsoft Teams. No travel has been included for this task.



2. Specific IC Team and SME attendees will be determined following completion of the Part 12 inspection and risk workshops.
3. The CAR Review Meeting is assumed to take up to two hours.
4. The agenda for the meeting will follow Table 13 of FERC's Engineering Guidelines Chapter 16, and the meeting will be led by a FERC representative.

Deliverables:

1. CAR Review Meeting Presentation
2. Revised Final CAR, if required

Task 3. Owner's Dam Safety Program Audit

Black & Veatch will lead the Owner's Dam Safety Program (ODSP) Audit tasks, under direction of Marvin Cones. A summary of qualifications was provided under the Phase 1 services for review and approval by FERC.

Subtask 3.1. Document Review

Prior to performing an audit, our lead auditor will request a number of background documents to be reviewed by the audit team. In addition to the current ODSP, and documents typically provided during a Part 12 Dam Safety Inspection, such as the Dam Safety Surveillance and Monitoring Plan (DSSMP), Supporting Technical Information Document (STID), and most recent Part 12 Dam Safety Report, our team will expect to receive representative reports and information related to the development and implementation of the City's Dam Safety Program. Additionally, we would expect to receive recent operating and maintenance records for each facility. As needed, we will coordinate site visits with City's offices and/or project locations to mine the data required for the audit. A comprehensive understanding of the existing program and its development are keys to a successful audit.

Assumptions:

1. The City will provide the background documents to be requested by the Lead Auditor.

Deliverables:

No specific deliverables. Notes developed during the task will be incorporated into later documents.

Subtask 3.2. Assess the DSSMP and Reporting Requirements

This task will focus on ascertaining whether the existing DSSMP provides for the end goal of understanding and verifying the expected performance of the dam. While we will review the technical details of particular instruments and monitoring frequency, the focus will be on the execution of the DSSMP. That is, does the existing plan, if implemented as written, provide for monitoring of the dam, reporting of adverse readings, and subsequent evaluation and dissemination such that dam safety incidents can be effectively managed and the risk(s) mitigated to the maximum extent possible.

The review will include an in-depth review of actual documentation showing the implementation of the DSSMP, some of which will be further assessed during subsequent interview(s) of the City's dam safety staff (see Subtask 3.4).



Assumptions:

1. The City will provide the current DSSMP, the five most recent Dam Safety Surveillance and Monitoring Reports (DSSMRs), raw instrumentation files, inspection forms, and access to relevant surveillance and monitoring programs and tracking documents.

Deliverables:

No specific deliverables. Notes developed during the task will be incorporated into later documents.

Subtask 3.3. Review Representative Personnel Training Records

We will assess both the appropriateness of the City's dam safety training plan and the effectiveness with which it is carried out. This will include an evaluation of training records of dam safety staff to assure that it is being conducted in accordance with the latest training plan and that appropriate training is being provided by all personnel involved with the operation and inspections of the various projects. The effectiveness and completeness of the training would also be evaluated during interviews of the City's staff (see Subtask 3.4).

Assumptions:

1. The City will provide the current dam safety training plan and training records.

Deliverables:

No specific deliverables. Notes developed during the task will be incorporated into later documents.

Subtask 3.4. Conduct Interviews with City of Spokane's Staff

The audit team will conduct interviews with the City's staff at all levels responsible for implementing the ODSP. Interviews will include the Chief Dam Safety Engineer (CDSE) and other key dam safety staff including city management, senior management, facility managers, staff engineers, and hydro plant technicians. The focus of the interviews will be to assess staff understanding of the dam safety program and the implementation of their specific responsibilities. Some interviews would be conducted in a group setting, with a follow-up questionnaire to assure that our audit team collects independent views from each interviewee.

Interviews will aim to evaluate and develop an understanding of the effectiveness and completeness of the dam safety program as well as each professional's familiarity with the dam safety program and assess the application of dam safety training.

Interviewees will include senior management, focusing on evaluating the City's corporate commitment with respect to dam safety.

Assumptions:

1. We will coordinate and finalize a list of interviewees for the City 30 days in advance.
2. It is assumed that interviews will take place in person over a 2-day visit to the City's facilities, during the same week as the site visit described in Subtask 3.5.



Deliverables:

1. Interview questions and follow-up questionnaire.

Subtask 3.5. Attend and Participate in Project Site Visits

FERC guidance recommends that the audit team attend and participate in a site visit or inspection. This visit will be conducted with field personnel that normally performs this work. The auditor will join the operator on their daily rounds. The CDSE and site foreperson may also join the site walk. The intent is to develop an understanding of how these site inspections are normally conducted as well as the inspector's general knowledge of the facility and their specific qualifications as related to dam safety. We will accompany the City staff on routine operator inspections to Upriver Dam.

Assumptions:

It is assumed that the site visit will take place in a 1-day visit to the City's facilities, during the same week as the interviews described in Subtask 3.4.

Deliverables:

No specific deliverables. Notes developed during the task will be incorporated into later documents.

Subtask 3.6. Assess Effectiveness of ODSP

We will review the audit findings of the Subtasks 3.1 through 3.5 and develop our opinion as to whether City's dams are being adequately operated, inspected, and maintained accordingly to the ODSP. Based on the content of the ODSP and general industry practice, we will determine if the ODSP is appropriate for the specific projects and confirm that it is accomplishing the intent of a well-developed dam safety program.

This subtask will also review effectiveness of specific actions to improve dam safety and whether the City is proactively implementing their dam safety program. We will review specific actions that would logically follow from implementation of the dam safety inspections and the like. The evaluation will review the City's framework and drivers for actions to address dam safety. The overriding intent of the ODSP should be to support a proactive dam safety culture that does not rely on FERC mandates and requirements.

Deliverables:

No specific deliverables. Notes developed during the task will be incorporated into later documents.

Subtask 3.7. Audit of ODSP Document per FERC Guidance

This task will specifically audit and assess the existing ODSP document and check for its adherence to the FERC regulation and guidance. Although not specifically included in the FERC ODSP Audit Guidance, this task is a logical extension of the external audit of the ODSP. This task will include a discrete, section by section, review of the ODSP as compared to FERC guidance as to the intent of the section as well as general industry standard of practice. Specific recommendations for improvement for each section of the ODSP will be developed for consideration, as needed.

Deliverables:

No specific deliverables. Notes developed during the task will be incorporated into later documents.



Subtask 3.8. Document Audit Findings

We will document the findings from Subtasks 3.1 through 3.7 in a Draft Audit Findings Report and will provide a summary presentation of the findings to City management. Following the City’s review of the Draft report, we will finalize the report addressing the City’s comments.

Assumptions:

1. The Summary Presentation will be held remotely over Microsoft Teams.
2. Up to two hours have been assumed for the Summary Presentation.
3. The level of effort assumed does not include an update to the ODSP to address any audit recommendations that may be developed.
4. No physical copies of ODSP Audit Report will be needed by City or FERC.

Deliverables:

1. Audit Findings Report, Draft and Final
2. Summary Presentation of audit findings to City management

TERMS, SCHEDULE, AND FEE ESTIMATE

We understand our services will be provided in accordance with mutually agreed upon terms and conditions based on our current agreement dated April 12, 2023. Our proposed schedule is attached. The actual schedule will depend on coordination with the City and FERC.

Our fee will be a lump sum of **\$1,329,000** for the services outlined above. A summary of the contribution of each task to the total is summarized below. We will bill monthly based on the progress of each task. Invoices will include a task progress summary.

Phase II Activity and Tasks	Fee
Task 1. Pre-Inspection Analysis	
1.1. Scour Analysis Assessment	\$10,000
1.2. Structural Analysis	\$115,000
1.3. Geotechnical Analysis	\$35,000
1.4. Underwater Inspection Plan	\$13,000
Task 1 Total	\$173,000
Task 2. Part 12 Inspection and Comprehensive Assessment	
2.1. Document Review	\$100,000
2.2. Prepare CA-PIPR	\$80,000
2.3. Part 12 Inspection	\$45,000
2.4. Consequence Analysis	\$151,000
2.5. PFMA/L2RA Risk Workshops	\$450,000
2.6. PFMA/L2RA Risk Report	\$90,000



2.7. Comprehensive Assessment Report	\$124,000
2.8. Comprehensive Assessment Review Meeting	\$18,000
Task 2 Total	\$1,058,000
Task 3. ODSP Audit	
3.1. Document Review	\$15,000
3.2. Assess the DSSMP and Reporting Requirements	\$6,000
3.3. Review Representative Personnel Training Records	\$3,000
3.4. Conduct Interviews with City of Spokane’s Staff	\$23,000
3.5. Attend and Participate in Project Site Visits	\$9,000
3.6. Assess Effectiveness of ODSP	\$5,000
3.7. Audit of ODSP Document per FERC Guidance	\$9,000
3.8 Document Audit Findings	\$28,000
Task 3 Total	\$98,000
Tasks 1 through 3 Total	\$1,329,000
Contingency Subtask 1.1.1 Scour Analysis	\$89,000
Contingency Subtask 2.5. Additional PFMA/L2RA Workshop Week	\$150,000
Total with Contingencies	\$1,568,000

There are no intended third-party beneficiaries arising from the services described in this proposal and no party other than the party executing this proposal shall have the right to legally rely on the product of our services without prior written permission of GeoEngineers.

This proposal is valid for a period of 60 days commencing from the first date listed above and subject to renegotiation by GeoEngineers, Inc., after the expiration date.

We appreciate the opportunity to continue our services with the City and appreciate your confidence in our firm. Please call if you have any questions regarding our understanding of the project or our fee.

Sincerely,
GeoEngineers, Inc.



Lyle J. Stone, PE
Associate Geotechnical Engineer



Lindsay C. Flangas, PE
Principal Geotechnical Engineer

DTM:MAW:LJS:LCF:Imm

One copy submitted electronically.

Proprietary Notice: The contents of this document are proprietary to GeoEngineers, Inc. and are intended solely for use by our client to evaluate GeoEngineers’ capabilities and understanding of project requirements as they relate to performing the services proposed for a specific project. Copies of this document or its contents may not be disclosed to any other parties without the written consent of GeoEngineers.

Disclaimer: Any electronic form, facsimile or hard copy of the original document (email, text, table and/or figure), if provided and any attachments are only a copy of the original document. The original document is stored by GeoEngineers, Inc. and will serve as the official document of record.

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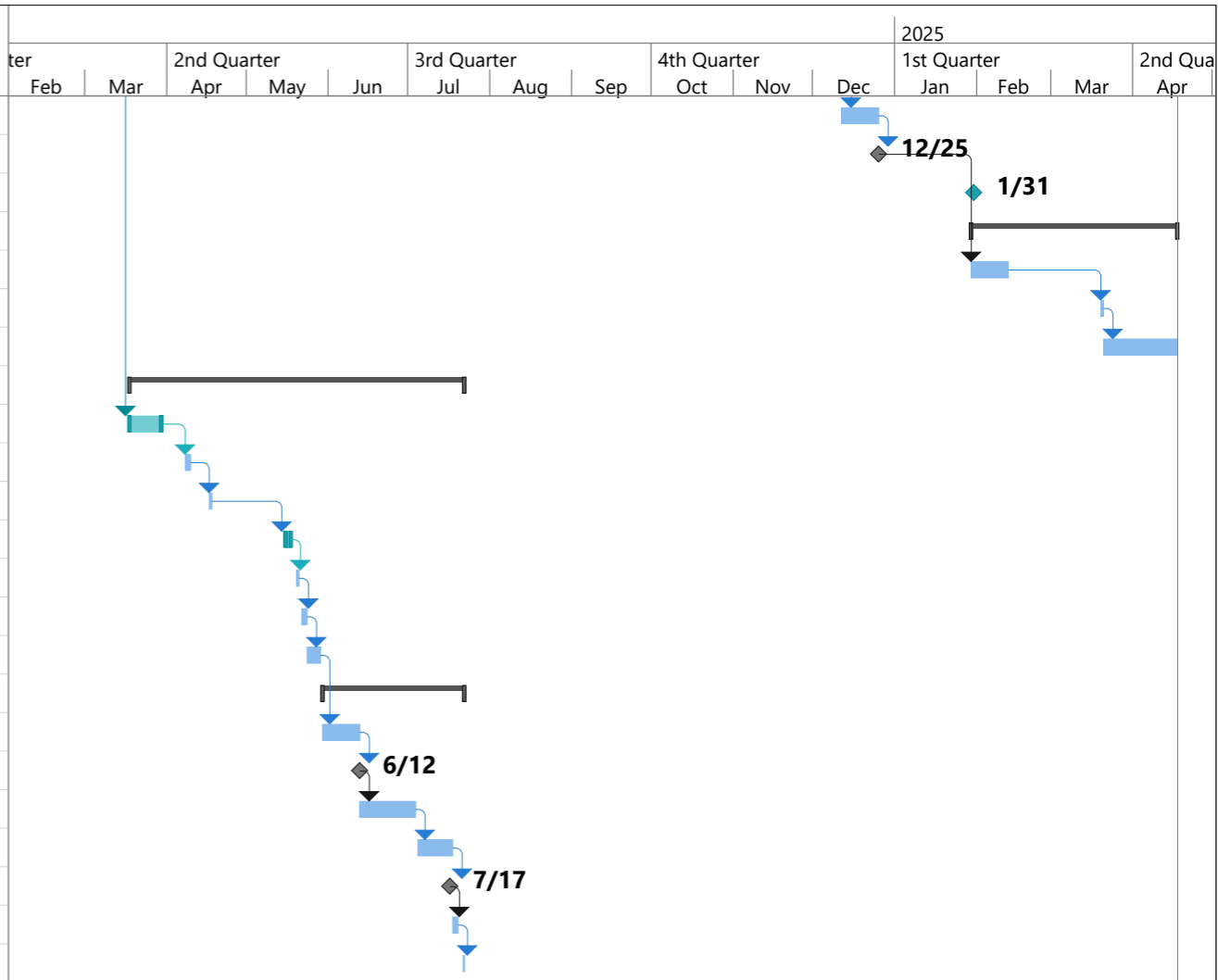
ID	Task Name	Duration	Start	Finish	Predecessors	2025																				
						1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter															
						Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr					
1	Estimated NTP	0 days	Mon 2/19/24	Mon 2/19/24																						
2	Task 0: SHA - Ongoing	14 days	Mon 2/19/24	Thu 3/7/24																						
3	Task 1: Pre-Inspection Analyses	75 days	Fri 3/15/24	Fri 6/28/24																						
4	1.1 Scour Analysis	65 days	Mon 3/18/24	Mon 6/17/24																						
5	Assessment of Available Data	10 days	Mon 3/18/24	Fri 3/29/24	1FS+20 days																					
6	1.1.1 - CFD Modeled Scour Analysis (Contingency)	30 days	Mon 4/1/24	Fri 5/10/24	5																					
7	Scour Analysis Results Technical Memo	25 days	Mon 5/13/24	Mon 6/17/24																						
8	Prepare Draft	10 days	Mon 5/13/24	Fri 5/24/24	6																					
9	Draft to City of Spokane	0 days	Fri 5/24/24	Fri 5/24/24	8																					
10	COS Review	10 days	Tue 5/28/24	Mon 6/10/24	9																					
11	Address Comments and Finalize	5 days	Tue 6/11/24	Mon 6/17/24	10																					
12	Final to City of Spokane	0 days	Mon 6/17/24	Mon 6/17/24	11																					
13	1.2 Structural Analyses	75 days	Fri 3/15/24	Fri 6/28/24	2																					
14	1.2.1 - Spillway Failure analysis	20 days	Fri 3/15/24	Thu 4/11/24	2FS+5 days																					
15	1.2.2 - Failure of Spillway Piers analysis	10 days	Fri 4/12/24	Thu 4/25/24	14,26																					
16	1.2.3 - Global Failure of PH No. 1 and No. 2	20 days	Fri 4/26/24	Thu 5/23/24	15,26																					
17	Dynamic Stability Report	25 days	Fri 5/24/24	Fri 6/28/24																						
18	Prepare Draft	10 days	Fri 5/24/24	Fri 6/7/24	16																					
19	Draft to City of Spokane	0 days	Fri 6/7/24	Fri 6/7/24	18																					
20	COS Review	10 days	Mon 6/10/24	Fri 6/21/24	19																					
21	Address Comments and Finalize	5 days	Mon 6/24/24	Fri 6/28/24	20																					
22	Final to City of Spokane	0 days	Fri 6/28/24	Fri 6/28/24	21																					
23	1.3 Geotechnical Analysis	55 days	Fri 3/22/24	Fri 6/7/24																						
24	1.3.1 - Seismic Deformaion Analysis	10 days	Fri 4/19/24	Thu 5/2/24	26FS+10 days																					
25	1.3.2 - Cantilever Wall Analysis	10 days	Fri 4/12/24	Thu 4/25/24	26FS+5 days																					
26	1.3.3 - Liquefaction Analysis	10 days	Fri 3/22/24	Thu 4/4/24	2FS+10 days																					
27	Geotechnical Analysis Report	25 days	Fri 5/3/24	Fri 6/7/24																						
28	Prepare Draft	10 days	Fri 5/3/24	Thu 5/16/24	24,25,26																					
29	Draft to City of Spokane	0 days	Thu 5/16/24	Thu 5/16/24	28																					
30	COS Review	10 days	Fri 5/17/24	Fri 5/31/24	29																					
31	Address Comments and Finalize	5 days	Mon 6/3/24	Fri 6/7/24	30																					
32	Final To City of Spokane	0 days	Fri 6/7/24	Fri 6/7/24	31																					
33	1.4 Underwater Inspection Plan	35 days	Mon 3/18/24	Fri 5/3/24																						
34	Prepare Draft Underwater Inspection Plan	20 days	Mon 3/18/24	Fri 4/12/24	1FS+20 days																					
35	Draft to City of Spokane	0 days	Fri 4/12/24	Fri 4/12/24	34																					
36	COS Review	10 days	Mon 4/15/24	Fri 4/26/24	35																					
37	Address Comments and Finalize	5 days	Mon 4/29/24	Fri 5/3/24	36																					

Project: Upriver Dam - Part 12D Date: Tue 1/23/24	Task		Project Summary		Manual Task		Start-only		Deadline	
	Split		Inactive Task		Duration-only		Finish-only		Progress	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
	Summary		Inactive Summary		Manual Summary		External Milestone			

ID	Task Name	Duration	Start	Finish	Predecessors	2025																				
						1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter															
						Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr					
38	Final to City of Spokane	0 days	Fri 5/3/24	Fri 5/3/24	37	◆ 5/3																				
39	Task 2: Part 12D Comprehensive Assessment	289 days	Mon 3/4/24	Thu 4/17/25		[-----]																				
40	2.1 Document Review	20 days	Mon 3/4/24	Fri 3/29/24	1FS+10 days	[-----]																				
41	2.2 Prepare CA-PIPR	43 days	Mon 4/1/24	Fri 5/31/24		[-----]																				
42	Prepare Draft CA-PIPR	20 days	Mon 4/1/24	Fri 4/26/24	40	[-----]																				
43	Draft CA-PIPR to City of Spokane	0 days	Fri 4/26/24	Fri 4/26/24	42	◆ 4/26																				
44	COS Review	10 days	Mon 4/29/24	Fri 5/10/24	43	[-----]																				
45	Address Comments and Finalize	10 days	Mon 5/13/24	Fri 5/24/24	44	[-----]																				
46	Final CA-PIPR to City of Spokane	0 days	Fri 5/24/24	Fri 5/24/24	45	◆ 5/24																				
47	CA-PIPR to FERC (30+ days before inspection)	0 days	Fri 5/31/24	Fri 5/31/24	48SF-30 days	◆ 5/31																				
48	2.3 Perform Part 12D Inspection	2 days	Mon 7/15/24	Tue 7/16/24		[-----]																				
49	2.4 Consequences Analyses	85 days	Mon 3/4/24	Mon 7/1/24		[-----]																				
50	HEC-RAS Modeling	20 days	Mon 3/4/24	Fri 3/29/24	1FS+10 days	[-----]																				
51	LifeSIM Probable Loss Modeling	35 days	Mon 4/1/24	Fri 5/17/24	50	[-----]																				
52	Consequence Analysis Technical Memo	30 days	Mon 5/20/24	Mon 7/1/24		[-----]																				
53	Prepare Draft TM	20 days	Mon 5/20/24	Mon 6/17/24	51	[-----]																				
54	Draft to City of Spokane	0 days	Mon 6/17/24	Mon 6/17/24	53	◆ 6/17																				
55	COS Review	5 days	Tue 6/18/24	Mon 6/24/24	54	[-----]																				
56	Address Comments and Finalize	5 days	Tue 6/25/24	Mon 7/1/24	55	[-----]																				
57	Final to City of Spokane	0 days	Mon 7/1/24	Mon 7/1/24	56	◆ 7/1																				
58	2.5 PFMA/L2RA Risk Workshops	59 days	Mon 6/3/24	Fri 8/23/24		[-----]																				
59	2.5.1 - Workshop Preparation	20 days	Mon 6/3/24	Fri 6/28/24		[-----]																				
60	2.5.2 - PFMA/L2RA Risk Workshop Training	20 days	Mon 6/3/24	Fri 6/28/24		[-----]																				
61	2.5.3/4 - In Person Workshop	3 days	Wed 7/17/24	Fri 7/19/24		[-----]																				
62	2.5.3/4 - Virtual Workshop Week 1	5 days	Mon 7/22/24	Fri 7/26/24		[-----]																				
63	2.5.3/4 - Virtual Workshop Week 2	5 days	Mon 8/5/24	Fri 8/9/24		[-----]																				
64	2.5.3/4 - Virtual Workshop Week 3 (Contingency)	5 days	Mon 8/19/24	Fri 8/23/24		[-----]																				
65	2.6 PFMA/L2RA Risk Report	40 days	Mon 8/26/24	Mon 10/21/24		[-----]																				
66	Prepare Draft Risk Report	20 days	Mon 8/26/24	Mon 9/23/24	63,61,62,64	[-----]																				
67	Draft Risk Report to City of Spokane	0 days	Mon 9/23/24	Mon 9/23/24	66	◆ 9/23																				
68	COS Review	10 days	Tue 9/24/24	Mon 10/7/24	67	[-----]																				
69	Address Comments and Finalize	10 days	Tue 10/8/24	Mon 10/21/24	68	[-----]																				
70	Final Risk Report to City of Spokane	0 days	Mon 10/21/24	Mon 10/21/24	69	◆ 10/21																				
71	2.7 Comprehensive Assessment Report	91 days	Tue 9/24/24	Fri 1/31/25		[-----]																				
72	Prepare Draft CAR	40 days	Tue 9/24/24	Mon 11/18/24	67	[-----]																				
73	Draft CAR to City of Spokane	0 days	Mon 11/18/24	Mon 11/18/24	72	◆ 11/18																				
74	COS Review	15 days	Tue 11/19/24	Wed 12/11/24	73	[-----]																				

Project: Upriver Dam - Part 12D Date: Tue 1/23/24	Task		Project Summary		Manual Task		Start-only		Deadline	
	Split		Inactive Task		Duration-only		Finish-only		Progress	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
	Summary		Inactive Summary		Manual Summary		External Milestone			

ID	Task Name	Duration	Start	Finish	Predecessors	2025												
						1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter							
						Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
75	Address Comments and Finalize	10 days	Thu 12/12/24	Wed 12/25/24	74													
76	Final CAR to City of Spokane	0 days	Wed 12/25/24	Wed 12/25/24	75													
77	CAR to FERC (firm deadline of January 31, 2025)	0 days	Fri 1/31/25	Fri 1/31/25														
78	2.8 Comprehensive Assessment Review Meeting	56 days	Thu 1/30/25	Thu 4/17/25														
79	Prepare CA Review Meeting Presentation	10 days	Thu 1/30/25	Wed 2/12/25	76FS+25 days													
80	Conduct CA Review Meeting (Date TBD, within 60 days)	1 day	Thu 3/20/25	Thu 3/20/25	79FS+25 days													
81	Address FERC Comments on CAR if needed	20 days	Fri 3/21/25	Thu 4/17/25	80													
82	Task 3: Owner's Dam Safety Program Audit	88.5 days	Mon 3/18/24	Mon 7/22/24														
83	3.1 Document Review	10 days	Mon 3/18/24	Fri 3/29/24	1FS+20 days													
84	3.2 Assess the DSSMP and Reporting Requirements	2 days	Mon 4/8/24	Tue 4/9/24	83FS+5 days													
85	3.3 Review Personnel Training Records	1 day	Wed 4/17/24	Wed 4/17/24	84FS+5 days													
86	3.4 Conduct Interviews of City of Spokane's Staff (Date TBD)	2 days	Thu 5/16/24	Fri 5/17/24	85FS+20 days													
87	3.5 Attend and Participate in Project Site Visits (Date TBD)	1 day	Mon 5/20/24	Mon 5/20/24	86													
88	3.6 Assess Effectiveness of ODSP	2 days	Wed 5/22/24	Thu 5/23/24	87FS+1 day													
89	3.7 Audit of ODSP Document per FERC Guidance	2 days	Fri 5/24/24	Tue 5/28/24	88													
90	3.8 Document Audit Findings	36.5 days	Thu 5/30/24	Mon 7/22/24														
91	Prepare Draft Audit Findings Report	10 days	Thu 5/30/24	Wed 6/12/24	89FS+1 day													
92	Draft Report to City of Spokane	0 days	Wed 6/12/24	Wed 6/12/24	91													
93	COS Review	15 days	Thu 6/13/24	Wed 7/3/24	92													
94	Address Comments and Finalize	9 days	Fri 7/5/24	Wed 7/17/24	93													
95	Final Report to City of Spokane	0 days	Wed 7/17/24	Wed 7/17/24	94FS-1 day													
96	Prepare Summary Presentation	2 days	Thu 7/18/24	Fri 7/19/24	95FS+1 day													
97	Summary Presentation to City of Spokane (Date TBD)	0.5 days	Mon 7/22/24	Mon 7/22/24	96													



Project: Upriver Dam - Part 12D
Date: Tue 1/23/24

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

Expenditure Control Form



1. All requests being made, including those against master agreements, must be accompanied by this form.
2. All requests requiring City Council approval exceeding \$100,000 must be accompanied by this form.
3. Route **ALL** requests to the Division Director first and then the CFO for signature.
4. The CFO will route for signature to the City Administrator.

Today's Date:

Type of expenditure:

Goods Services

Department:

Approving Supervisor:

Amount of Proposed Expenditure:

Is this against a master agreement? If yes, please provide the number:

Funding Source

Please verify correct funding sources. Indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

What are the impacts if expenses are deferred?

What alternative resources have been considered?

Description of the goods or service and any additional information?

Person Submitting Form/Contact:

Division Director:

CFO Signature:

City Administrator Signature:

Additional Comments:



Agenda Sheet for City Council:

Committee: PIES **Date:** 02/26/2024

Committee Agenda type: Consent

Date Rec'd

2/6/2024

Clerk's File #

Renews #

Cross Ref #

Council Meeting Date: 03/11/2024

Submitting Dept

PUBLIC WORKS

Project #

Contact Name/Phone

MARLENE FEIST 6505

Bid #

Contact E-Mail

MFEIST@SPOKANECITY.ORG

Requisition #

Agenda Item Type

Contract Item

Council Sponsor(s)

JBINGLE BWILKERSON

Agenda Item Name

5200 - SHADLE PARK COMMUNITY GARDEN MOU WITH PUBLIC WORKS

Agenda Wording

Memorandum of Understanding with the Audubon-Downriver Neighborhood Council for access right-of-way space and establishing a community garden providing education on urban ecology.

Summary (Background)

City of Spokane Public Works is willing to allow usage of the property under mutually agreeable terms and conditions as outlined in the Memorandum of Understanding. The Audubon-Downriver Neighborhood Council will act as the fiscal and land management responsible agent for the Shadle Park Community Garden and the Water Department will absorb the costs of service fees and water consumption.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

Narrative

Water Department will absorb the costs of service fees and water consumption.

Amount

Budget Account

Select

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

FEIST, MARLENE

Division Director

FEIST, MARLENE

Accounting Manager

ALBIN-MOORE, ANGELA

Legal

HARRINGTON,

For the Mayor

PICCOLO, MIKE

Additional Approvals

Distribution List

chris-jeff@msn.com

audubondownriver@gmail.com

mfeist@spokanecity.org

kzimmer@spokanecity.org

lsearl@spokanecity.org

lsearl@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	02/26/2024
Submitting Department	Public Works
Contact Name	Marlene Feist
Contact Email & Phone	mfeist@spokanecity.org
Council Sponsor(s)	<u>CM Bingle and CM Wilkerson</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Shadle Park Community Garden MOU with Public Works
Proposed Council Action	<input type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The Audubon-Downriver Neighborhood Council seeks to access right-of-way space and establish a community garden providing education on urban ecology. The “Shadle Park Community Garden” site is located on Public Works property that would otherwise be a non-irrigated, traffic calming space.</p> <p>City of Spokane Public Works is willing to allow usage of the property under mutually agreeable terms and conditions as outlined in the MOU. The Audubon-Downriver Neighborhood Council will act as the fiscal and land management responsible agent for the Shadle Park Community Garden and the Water Department will absorb the costs of service fees and water consumption.</p>
Fiscal Impact Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Total Cost: Click or tap here to enter text. Current year cost: Subsequent year(s) cost:	
Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue	
Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A Specify funding source: Select Funding Source* Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.	
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A	
Other budget impacts: (revenue generating, match requirements, etc.)	

Operations Impacts (If N/A, please give a brief description as to why)

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 work is designed to manage costs and continue service delivery in support of all citizens and taxpayers. It will 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?

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

MEMORANDUM OF UNDERSTANDING
BETWEEN
AUDUBON-DOWNRIVER NEIGHBORHOOD COUNCIL AND THE CITY OF
SPOKANE PUBLIC WORKS DIVISION

THIS Memorandum of Understanding (MOU) is between the City of Spokane, Public Works Division, located at 808 W. Spokane Falls Boulevard, Spokane, Washington 99201, hereafter referred to as "Public Works" and the Audubon-Downriver Neighborhood Council, whose address is _____, herein after referred to as "Audubon-Downriver"; each individually referred to as "Party", together collectively referred to as the "Parties".

WHEREAS, the Audubon-Downriver seeks to access right-of-way space and establish a vibrant community garden providing education on urban ecology and biodiversity through organic gardening and sustainable development and to promote healthy organic gardening and urban agriculture practices, and

WHEREAS, Public Works, is the owner of certain real property located South of Shadle Park High School on West Longfellow Ave and North Oak Street and is willing to allow usage by Audubon-Downriver under mutually agreeable terms and conditions as a community garden ("Shadle Park Community Garden"), and

WHEREAS, the Audubon-Downriver is willing to act as the fiscal and land management responsible agent for the Shadle Park Community Garden or "Garden Premises", and

WHEREAS, the Shadle Park Community Garden site is to be located on Public Works property that would otherwise be a non-irrigated, traffic calming space.

NOW THEREFORE, the parties mutually agree as follows:

1. PURPOSE: The purpose of this MOU is to establish and memorialize the terms, covenants, responsibilities, and conditions between the Parties for the Shadle Park Community Garden as developed in the attached Exhibit A.
2. DURATION: This MOU shall be for an initial term, effective February 1, 2024 and shall remain in effect for an initial term of three (3) years, with an option for a two (2) year renewal upon mutual written agreement of the Parties. The Parties reserve the right at any time to terminate, re-

negotiate, or extend this MOU. Any Amendments shall be in writing and signed by each Party.

3. TERMS:

3.1 No structures will be built in the Garden Premises unless they are identified on the site plan or approved in writing, by the Public Works Director.

3.2 Public Works staff shall have full access to any and all storage areas/structures or other approved structures regardless of locked or secured on the Garden Premises.

3.3 All garden beds must be raised and must be built out of the same material as identified in the site plan.

3.4 Water Department staff will install and maintain four (4) water spigots, to include charge and winterize the water supply each season. Any irrigation beyond the spigot point will be installed and maintained by the Audubon-Downriver Neighborhood Council.

3.5 Typically, water supply is available between May 1 and September 30th, but varies year to year depending on a variety of factors, including weather and staff availability. The water supply will remain active each year during this timeframe unless approved otherwise by the Water Department Director.

3.6 The Audubon-Downriver Neighborhood Council assumes all costs for initial implementation of the garden. At its discretion, the Water Department will absorb the costs of service fees and water consumption, to not exceed 12,000 gallons per month, equal to 4 gallons per square foot of the garden area.

3.7 There shall be no use of non-organic chemical fertilizers, herbicides, or pesticide products in the garden area.

3.8 Any new fresh organic material or compost shall be tilled within the same day of delivery.

3.9 If the Garden Premises fails to meet a reasonable level of upkeep as determined by the Public Works Division, the City reserves the right, after one written notice by the Garden Master, Jeff Stevens (or any successor), to remove offensive elements from its property without prior notice.

3.10 The Garden area Premises will be returned to the pre garden construction conditions at the expense of the Audubon-Downriver

Neighborhood Council, not to exceed \$5000 total expenditure, within one year if the garden is closed for any reason.

3.11 Audubon-Downriver shall name a Garden Master each year and provide written notice to Public Works as to contact information. The Garden Master shall meet with Public Works or their designee at least once per year to discuss operation of the garden. The Garden Master will meet once per year with the user of the gardens to discuss Community Garden Rules.

3.12 An example of the Community Garden Rules is attached as Exhibit B and this document or as may be updated and approved by Public Works, shall be posted (according to City of Spokane's sign standards) at the garden site at all times.

3.13 Audubon-Downriver has entered the MOU regarding the operation of Shadle Park Community Garden. This MOU is attached hereto as Exhibit C. Any changes or modifications to this MOU shall be forwarded to Public Works within 30 days of agreement.

4. Audubon-Downriver Neighborhood Council agrees as follows:

4.1 Audubon-Downriver agrees to act as fiscal agent for Shadle Park Community Garden program for the initial period of three (3) years from the date of this MOU and for any extension periods.

4.2 Audubon-Downriver agrees to maintain records and documentation of all financial transactions according to generally accepted accounting and control procedures and all applicable laws and regulations and to follow accounting policies and procedures. Public Works reserves the right to inspect those documents at any time during the term of this Agreement.

4.3 Audubon-Downriver agrees that none of the activity undertaken by the organization will be in conflict with any local, state and federal regulations, to include without limitation, any environmental rules and regulations.

4.4 This MOU may be cancelled by either Party upon thirty (30) days' written notice to the other Party.

4.5 For whatever reason, if the Garden Premises are not properly maintained; Audubon-Downriver will be responsible for returning the Premises to its original condition, not to exceed \$5000 total expenditure, for the restoration.

- 4.6 This MOU must have an attached site plan and Community Garden Rules. The Public Works Director from time to time may amend the site plan at his or her discretion in coordination with the Audubon-Downriver.
5. NOTICE OF AGREEMENT: In order to provide notice of this Agreement, the Parties will sign this Memorandum of Understanding in recordable form that will be filed for record with the Spokane City Clerk's Office.
6. INDEMNIFICATION:
6.1 The Audubon-Downriver shall defend, indemnify and hold harmless the City of Spokane, Public Works, its employees and agents, from and against all claims for damages, liability, cost and expense arising out of the negligent conduct Audubon-Downriver performance of this MOU, except to the extent of those claims arising from the negligence of the City of Spokane, Public Works, its employees and agents.
7. ENTIRE AGREEMENT: This MOU contains the entire understanding of the Parties, and there are no other promises or conditions in any other Agreement whether oral or written concerning the subject matter of this MOU. This MOU supersedes any prior written or oral MOU or arrangement between the Parties.
8. AMENDMENT: This MOU may only be modified or amended in writing, if the writing is signed by all Parties.
9. SEVERABILITY: If any portions of this MOU will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this MOU is invalid or unenforceable but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.
10. BINDING EFFECT. This MOU is binding upon and inures to the benefit of the Parties hereto and their respective heirs, legatees, representatives, successors, transferees, employees, insurers, representatives, agents, and assigns.

Agreed to by the Parties on the _____ day of February 2024.

Audubon-Downriver Neighborhood Council
Chair

February ____ 2024

City of Spokane

February _____, 2023

Approved as to form:

Attest:

Assistant City Attorney

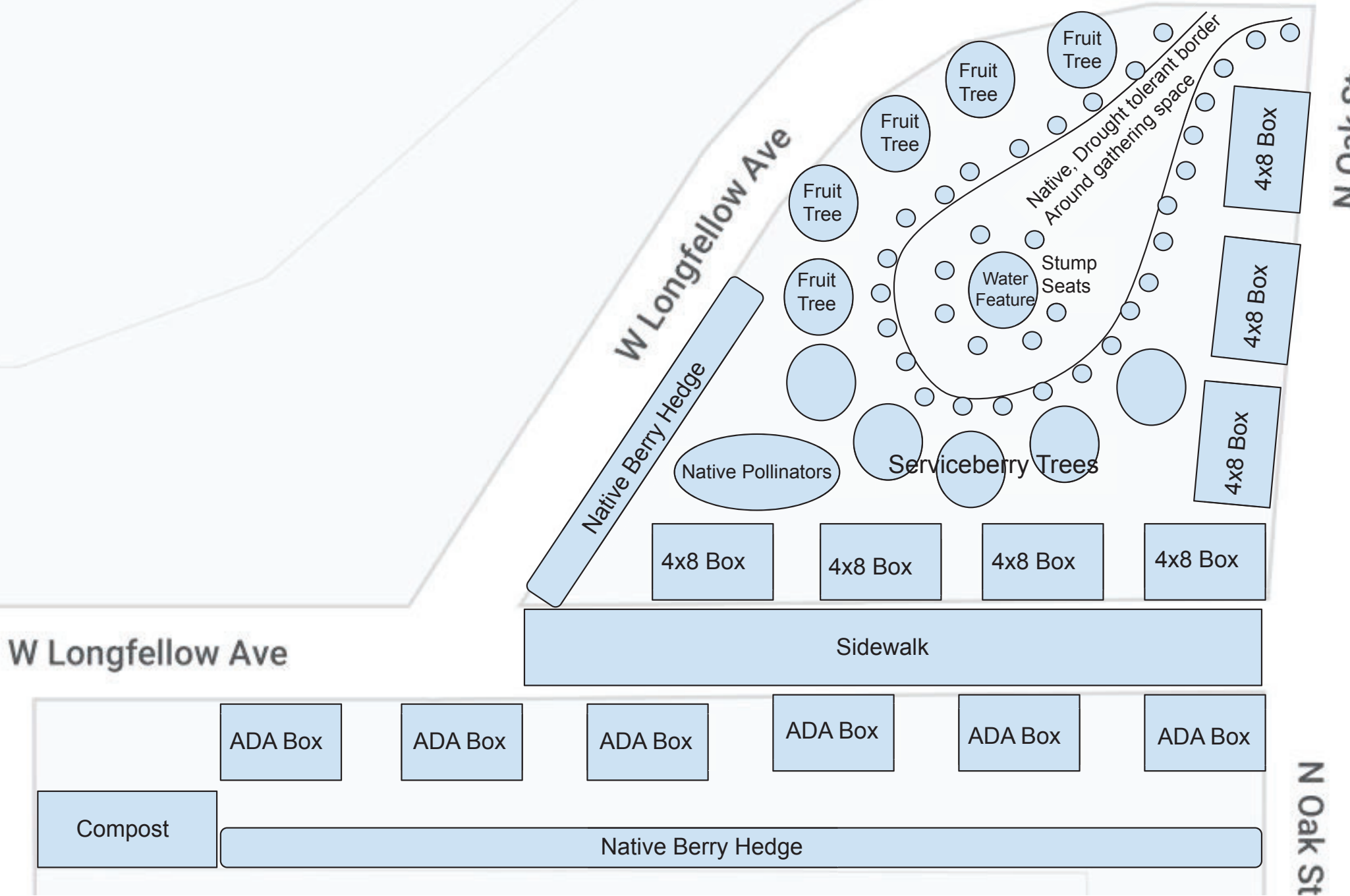
Spokane City Clerk

Attachment A: Graphic showing Shadle Park Community Garden
Attachment B: Community Garden Rules

ATTACHMENT "A"

ATTACHMENT "B"

SPHS, Garden Design



Shadle Park Community Garden Rules

1. The Garden Master is Jeff Stevens.
2. These rules must be posted on site at all times.
3. Spokane Water Department will turn on the water by April 1st and turn off the water by October 1st of each year.
4. The Garden shall be cleaned up and winterized by November 1st of each year and have no standing plant material beyond that date.
5. There will be no stockpiling or composting of any material that is brought from outside the Garden.
6. All watering shall be done by hand or drip irrigation with no use of overhead sprinklers.
7. No improvements will be allowed that are not a part of the approved site plan.
8. Temporary plant support structures are permitted as long as they are no taller than 6' above the grade of the Garden pathways.
9. All weather protection structures shall be approved by the Garden Master and shall be not taller than the approved perimeter fence.
10. Gardeners must register with the Garden Master and Registrar for the neighborhood in question in order to be assigned a plot in the garden. Fees are set on an annual basis to cover costs of operating the garden.
11. Each gardener must apply each year for a plot; returning gardeners will be given first preference and permitted to keep the same plot. After three weeks, unreserved plots will be made available to new gardeners.
12. The number of plots per gardener may be limited according to demand.
13. Handicapped accessible garden plots may be given to able bodied gardeners only if they are not being used. Should a request be made by a disabled gardener, that plot will be reassigned to the disabled gardener at the beginning of the growing season.
14. Herbicides, pesticides and chemical fertilizers are not permitted to be used in the garden.
15. Any new fresh organic material or compost shall be tilled within the same day of delivery.
16. No invasive species shall be introduced and will be monitored by the Garden Master.
17. Gardeners are responsible for keeping their plots weeded, tended and for keeping the area around their plots neat including edging around the raised bed. The plot must be cleared at the end of each growing season.
18. All garden walkways or pathways shall be kept clean and maintained with material identified in the site plan or the specifications list.
19. If you are unable to care for your plot for a time because of illness or vacation, ask a fellow gardener to help with weeding and harvesting.
20. Gardening must be contained within the defined space and plants are not allowed to invade walkways; plots assigned to other gardeners, or the fence surrounding the garden. Tall plants should be located at the center of the plot so they do not shade neighboring garden plots.
21. Garden plots may not be re-configured in any way. Plot numbers must be left in place.
22. Only untreated, wooden stakes for plants may be introduced into the garden. Plots may not be used for storage or wood scraps, household items or tools.
23. Water buckets must be emptied daily; no open containers of water are allowed in the garden by restriction of the Spokane Regional Health District.
24. Children under 12 must be accompanied by an adult at all times.
25. Smoking is not allowed in or around the garden area.
26. Do not leave hoses running unattended and be mindful of others needs to water.

28. Tools may not be left in the garden.
29. No pets are allowed in the garden area except service dogs that must be leashed at all times.
30. No garbage service is provided so you must haul out any garbage.
31. Gardeners are expected to give volunteer hours each season for communal garden chores such as mowing, fall clean-up, and spring clean-up.
32. Two warnings will be issued for plots that are overgrown or otherwise not in compliance with garden rules. Failure to correct the violation within one week of notification will result in loss of garden privileges and re-assignment of your space without refund.
33. BE A GOOD NEIGHBOR to your fellow gardeners, to those that live around the garden, and to the families who use the adjoining play field. Help keep the garden neat and clean.

Thank you for your cooperation in making a positive gardening experience possible for all.



Agenda Sheet for City Council:

Committee: PIES **Date:** 02/26/2024

Committee Agenda type: Consent

Date Rec'd 2/7/2024

Clerk's File # OPR 2022-0237

Renews #

Cross Ref #

Council Meeting Date: 03/11/2024

Submitting Dept WATER & HYDROELECTRIC SERVICES

Project #

Contact Name/Phone SETH 509-7428152

Bid #

Contact E-Mail SMCINTOSH@SPOKANECITY.ORG

Requisition #

Agenda Item Type Contract Item

Council Sponsor(s) BWILKERSON JBINGLE KKLITZKE

Agenda Item Name DAM MONITORING SERVICE SUBSCRIPTION CONTRACT AMENDMENT &

Agenda Wording

Contract extension with Rezatec Global Inc. (Wilmington, DE) is providing dam monitoring products and services. Contract started 03-31-2022 through 03-31-2027. \$55,000 extension. Total Cost \$105,000

Summary (Background)

The City has an existing contract with Rezatec (OPR 2022-0237) to provide monthly dam monitoring products and services, which include analysis of ground motion, ground moisture, and vegetation vigor satellite data. Upriver Dam staff rely on the products to support the City's surveillance efforts and license compliance reports to the Federal Energy Regulatory Commission. The existing contract ends March 31, 2024. This will be a new 3-year contract to allow a continuation of service without interruption. The period of performance will be April 1, 2024 through March 31, 2027.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 55,000

Current Year Cost \$ 55,000

Subsequent Year(s) Cost \$ 0

Narrative

Rezatec offered a 2-year renewal term for \$39,000.00, and there was a cost savings by selecting a 3-year renewal term instead.

Amount

Budget Account

Revenue \$ 55,000

4100 42460 34148 54201 99999

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	February 26, 2024
Submitting Department	Water & Hydroelectric Services
Contact Name	Seth McIntosh
Contact Email & Phone	smcintosh@spokanecity.org 509-742-8154
Council Sponsor(s)	CP Wilkerson, CM Bingle, CM Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: N/A
Agenda Item Name	Dam Monitoring Service Subscription Contract Amendment & Extension
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>*use the Fiscal Impact box below for relevant financial information</p> <p>The City has an existing contract with Rezatec (OPR 2022-0237) to provide monthly dam monitoring products and services, which include analysis of ground motion, ground moisture, and vegetation vigor satellite data. Upriver Dam staff rely on the products to support the City's surveillance efforts and license compliance reports to the Federal Energy Regulatory Commission. The existing contract ends March 31, 2024. This will be a new 3-year contract to allow a continuation of service without interruption. The period of performance will be April 1, 2024 through March 31, 2027.</p>
Fiscal Impact	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$55,000.00</u> Current year cost: \$55,000.00 Subsequent year(s) cost: \$0.00	
Narrative: <u>Rezatec offered a 2-year renewal term for \$39,000.00, and there was a cost savings by selecting a 3-year renewal term instead.</u>	
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Program revenue Is this funding source sustainable for future years, months, etc? Water Upriver Contractual Services fund, budget code: 4100 42460 34148 54201 99999	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Other budget impacts: (revenue generating, match requirements, etc.): N/A	
Operations Impacts (If N/A, please give a brief description as to why)	
<ul style="list-style-type: none"> • What impacts would the proposal have on historically excluded communities? N/A - the proposal helps the dam safety program. Power from the dam is used by drinking water well pump stations that serve the entire population of the City of Spokane.	
<ul style="list-style-type: none"> • How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A – the proposal is for Upriver Dam operations and not a public-facing program or policy.	

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

The product outputs are reviewed monthly by Upriver Dam staff and annually with our regulator.

- 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 proposal involves highly precise measurement of structural movement and seepage trends that are important metrics in our Owner's Dam Safety Program.

Council Subcommittee Review

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

Neither the Sustainability Action nor the Traffic Calming / Photo Red subcommittees under the PIES Committee are applicable to this proposal as the work is performed virtually.



**DAM MONITORING PRODUCTS & PLATFORM AGREEMENT BETWEEN
REZATEC GLOBAL INC. AND CITY OF SPOKANE
REFERENCE: Spokane001**

This Agreement is by and between Rezatec Global Inc., a Delaware corporation with its principal place of business at 251 Little Falls Drive, Wilmington, New Castle County, Delaware, 19808 ("Rezatec") and City of Spokane a Washington State municipal corporation ("Customer"), with its principal place of business at 808, Spokane Falls Blvd. Spokane, WA 99201.

TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION.

1.1. The following terms shall have the meanings set forth below:

"ADR notice" has the meaning given to it in Section 25 (Dispute Resolution).

"Aggregated Data" means data and information related to Customer's use of the Services that is used by Rezatec in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services. Aggregated Data does not include (directly or by inference) any: (a) information identifying the Customer or any identifiable individual; or (b) Customer's Confidential Information.

"Agreement" means the agreement between Rezatec and Customer for access to and use of the Portal and the Data Products in accordance with the Order Form, which shall be incorporated in its entirety herein.

"Authorized User" means those employees, officers, agents and independent contractors of Customer (or its affiliates) who are authorized by Customer to use the Portal in accordance with the provisions of this Agreement and for whom access to the Portal has been purchased hereunder.

"Business Days" means any day other than a Saturday or a Sunday or holiday.

"Confidential Information" means all confidential information (however recorded or preserved) that is disclosed or made available (in any form or by any method) by one party (the "disclosing party") to the other in connection with this Agreement including without limitation all confidential or proprietary information relating to the business or affairs, financial or trading position, assets, Intellectual Property Rights, know-how, designs, trade secrets, technical information, software, customers, clients, suppliers, employees, plans, operations, processes, products, intentions or market opportunities of the disclosing party or any member of its group and any other information that is identified by the disclosing party as being of a confidential or proprietary nature. Confidential Information also includes the Data Products provided by Rezatec to Customer under this Agreement.

"Data Products" means the exportable data, including tabulated data points to be provided to Customer, as specified in the Order Form, but does not include the algorithms or other proprietary intellectual property used to generate such exportable data.

"Effective Date" means the commencement date of the Service including any set-up or configuration time and is specified in Section 3 (Access to the Portal).

"Feedback" means any and all suggestions or recommended changes to the Portal or Data Products including new features or functionality relating thereto, or any comments, questions, suggestions, or the like provided by Customer or an Authorized User.

"Fees" means the fees set out in the Order Form or as may be amended in accordance with Section 17 (Fees and Payment) of this Agreement.

"Initial Term" means twenty-four (24) calendar months commencing on the Effective Date.

"Intellectual Property Rights" means any and all intellectual property rights of any nature anywhere in the world whether registered, registrable or otherwise, including patents, utility models, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property rights which subsist in processed data, computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites.

"Normal Business Hours" means 9:00 a.m. to 5:30 p.m. Central Standard Time on Business Days.

"Order Form" means Rezatec's form for placing orders for Data Products that are agreed and signed on behalf of both Customer and Rezatec.

"Portal" means the Rezatec Geospatial Portal, and any software applications, computer

programs, and codes provided by Rezatec through which Customer may remotely access the Data Products.

"Renewal Term" has the meaning given to it in Section 15 (Term and Renewal).

"Service" means the combination of Data Products provided to Customer under this Agreement.

"Writing" shall include communication effected by email, fax or similar means.

1.2. Where there is a conflict between these terms and conditions, and any terms set out in an Order Form, the order of precedence is as follows: (1) the terms and conditions set out herein; and (2) any terms set out in an Order Form.

2. THE DATA PRODUCTS.

2.1. The Data Products to be provided under this Agreement are set out in the Order Form, attached hereto and incorporated into this Agreement by reference.

2.2. Provision of the Data Products is made strictly subject to payment by Customer (in accordance with Section 17 (Fees and Payment)) of the Fees set out in the Order Form.

3. ACCESS TO THE PORTAL.

3.1. The Effective Date of this Agreement is: March 31st 2022.

3.2. On receipt of cleared funds for the initial payment specified in the Order Form, Rezatec will deliver access details and passwords in line with the requested number in the Order Form for the purpose of allowing Authorized Users to use the Portal via a URL specified in the Order Form.

3.3. Customer shall contact Rezatec if there is any change in Customer personnel who are Authorized Users (including when Authorized Users cease to be employed or engaged by Customer) and Rezatec will on reasonable notice provide new Portal access details and passwords for new Customer personnel replacing existing personnel's access to the Portal.

3.4. Customer shall ensure that all Authorized Users are aware of and abide by the terms of this Agreement and all applicable requirements of Data Protection Laws, including their obligation to comply with any other user terms applicable to the Portal and notified to Customer. Customer shall only provide Authorized Users with access to the Portal via the access method provided by Rezatec and shall not provide access to anyone other than an Authorized User.

3.5. Customer shall be liable at all times to Rezatec for all acts and omissions of the Authorized Users and access to and use of the Portal directly or indirectly by or through the Customer systems or its or its Authorized Users' user logons, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use. Rezatec reserves the right to revoke or suspend Customer's access to the Portal as set forth in Section 5 or Section 8, in the event of any breach by Authorized Users of the terms of this Agreement.

4. AVAILABILITY OF THE PORTAL.

4.1. Rezatec shall use commercially reasonable endeavours to make the Portal available to Customer twenty-four (24) hours a day, seven days a week excluding:

- (i) scheduled maintenance which Rezatec shall use commercially reasonable endeavours to undertake between 22.00 – 23.59 Central Standard Time;
- (ii) emergency maintenance; or
- (iii) downtime caused in whole or part by an event outside Rezatec's reasonable control in which case Section 27 (Force Majeure) shall apply.

4.2. Rezatec will use reasonable endeavours to notify Customer in advance of scheduled maintenance but Customer acknowledges that it may receive no advance notification for emergency maintenance or downtime caused by an event outside Rezatec's reasonable control.

4.3. Customer acknowledges that Rezatec is entitled to modify the features and functionality of the Portal as part of its ongoing development of the Portal. Rezatec shall use reasonable endeavors to ensure that any such modification does not materially diminish the functionality and features of the Portal.

5. USE OF DATA PRODUCTS AND PORTAL.

5.1. In consideration of Customer's payment of the Fees in full when due in accordance with the terms of this Agreement and subject to the limitations and prohibitions set out in this Agreement, Rezatec hereby grants to Customer a non-exclusive right for the duration of this Agreement to allow Authorized Users to access the Data Products via the Portal.

5.2. Customer represents, warrants and agrees that the Portal and Data Products will be used only in accordance with the terms, conditions and limitations set out in this Agreement.

5.3. The right granted by Rezatec to Customer under this Section 5 is subject to the



following limitations and (without limitation) to Customer obligations set out in Section 6.1 below:

- (i) the Portal may only be accessed and used by the Authorized Users specified in the Order Form;
 - (ii) access is limited to the Data Products set out in the Order Form; and
 - (iii) Customer and its Authorized Users may, (a) download and print extracts of the Data Products as required in a manner consistent with reasonable internal business use purposes; and (b) may download (via the Portal) PDF copies of extracts of the Data Products for use for Customer's internal business purposes and send these copies to third parties or store such copies in Customer's systems.
- 5.4. Customer acknowledges and agrees that the Data Products are licensed and not sold and Customer receives no rights other than those specifically granted to Customer under this Agreement.
- 5.5. Rezatec reserves the right to monitor usage by all Authorized Users (by way of audits or otherwise) during the term of this Agreement for the purpose of (among others) ensuring compliance with the terms of this Agreement. Any audit may be carried out by Rezatec or a third party authorized by Rezatec. If any audit reveals that any access details or password have been provided to an individual that is not an Authorized User, Rezatec may, disable any such access details or passwords.
- 5.6. In the event of unauthorized use of the Portal by Customer or Authorized Users, Rezatec reserves the right to deny Customer or Authorized Users access to the Portal, including but not limited to by blocking, without prior notification, the IP addresses that Customer or Authorized Users used to access the Portal.
- 6. CUSTOMER OBLIGATIONS.**
- 6.1. Except to the extent such activities are expressly permitted under this Agreement, Customer shall not, and shall ensure all Authorized Users and Customer's employees, officers and representatives shall not, nor attempt to:
- (i) decompile the underlying software (or any part of it) that is used to provide the Portal;
 - (ii) observe, study or test the functioning of the underlying software (or any part of it) that is used to provide the Portal;
 - (iii) remove proprietary or confidentiality notices on any Data Products or extracts of Data Products;
 - (iv) be permitted to frame or mirror any part of the Portal other than as expressly permitted by Rezatec in Writing;
 - (v) remove any product identification, trademarks, trade names, proprietary copyright, confidentiality or other notices placed on the Data Products and/or Portal;
 - (vi) copy, modify, duplicate, create derivative works from, translate, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Data Products or the Portal in any form or media or by any means;
 - (vii) disassemble, reverse engineer or otherwise reduce to human-perceivable form or otherwise attempt to derive or gain access to the source code of the Portal;
 - (viii) bypass or breach any security device or protection used by the Portal or access or use the Portal other than by an Authorized User through the use of his or her own then valid access credentials;
 - (ix) damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Portal, or Rezatec's provision of services to any third party, in whole or in part;
 - (x) access or use the Portal in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third party (including by any unauthorized access to, misappropriation, use, alteration, destruction, or disclosure of the data of any other customer of Rezatec), or that violates any applicable law;
 - (xi) access all or any part of the Data Product or the Portal in order to build a product or service which competes with the Data Products, the Portal or any part of either of them, or for any other purpose that is to Rezatec's detriment or commercial disadvantage;
 - (xii) use the Data Products and/or the Portal to provide services to third parties;
 - (xiii) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Data Products and/or the Portal available to any third party except the Authorized Users;
 - (xiv) attempt to obtain, or assist third parties in obtaining, access to the Data Products and/or the Portal; or
 - (xv) extract, re-utilize, use, exploit, redistribute, re-disseminate, copy or store the Data Products (or any part of them); or
 - (xvi) otherwise access or use the Services or the Portal beyond the scope of the authorization granted under this Agreement.
- 6.2. Customer shall use all reasonable endeavors to prevent any unauthorized access to, or use of, the Data Products and/or the Portal and, in the event of any such unauthorized access or use, promptly notify Rezatec.
- 6.3. Customer shall not, and shall ensure that the Authorized Users shall not, introduce any software virus or other malware (including any bugs, worms, logic bombs, Trojan horses or any other self-propagating or other such program) that may infect or cause damage to the Portal or Rezatec's systems or otherwise disrupt the provision of the Portal.
- 6.4. The rights provided under this Agreement are granted to Customer and its Authorized Users only.
- 6.5. Customer has and will retain sole responsibility for: (i) all information,

instructions, and materials provided by or on behalf of Customer or any Authorized User in connection with the Portal; and (ii) all access to and use of the Data Products by any person by or through Customer's systems or any other means controlled by Customer or any Authorized User, including any: (1) information, instructions, or materials provided by any of them to the Portal or Rezatec; (2) results obtained from any use of the Portal or Data Products; and (3) conclusions, decisions, or actions based on such use.

7. **SERVICES EXCLUDED.** This Agreement covers only the right to access and use the Data Products agreed in the Order Form. Customer agrees that Rezatec shall have no liability under this Agreement for the outcome of such additional services or data products even when provided directly to Customer by Rezatec and it is expressly agreed that any claims, demands or other remedies with respect to the performance of such additional services or data products shall be governed strictly outside of this Agreement.

8. SUSPENSION OF ACCESS.

- 8.1. Rezatec may suspend, terminate, or otherwise deny Portal set-up activities or access to all or any part of the Portal to Customer's, any Authorized User's, or any other person, without incurring any resulting obligation or liability, if:
- (i) Rezatec receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Rezatec to do so;
 - (ii) Rezatec suspects in its good faith and reasonable discretion, that: (1) Customer or any Authorized User has failed to comply with any material term of this Agreement (including any payment obligation or any failure to fully fund invoices immediately upon notice of a deficiency), or accessed or used the Portal beyond the scope of the rights granted or for a purpose not authorized under this Agreement or in any manner that does not comply with any material instruction or requirement of the Service, (2) Customer or any Authorized User is, has been, or is likely to be involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Portal, (3) this Agreement expires or is terminated, or (4) suspension is necessary to protect damage or risk to, or degradation of, the integrity, functionality, or ability of other members to use, the Portal; or
 - (iii) Customer fails to pay any sums due to Rezatec by the due date for payment as specified in the Order Form.
- 8.2. Rezatec will notify Customer or the affected Authorized Users as soon as possible after suspending access to the Portal.
- 8.3. Where the reason for the suspension is suspected misuse of the Portal or breach of this Agreement, without prejudice to its rights under Section 16 (Termination), Rezatec will take steps to investigate the issue and may restore or permanently suspend access at its discretion. If Rezatec considers it appropriate to permanently suspend access to all Authorized Users, it will notify Customer in Writing and this Agreement will terminate immediately on service of such notice.
- 8.4. In relation to suspensions under Section 8.1(iii) access to Portal will be restored promptly after Rezatec receives payment in full and cleared funds.
- 8.5. The Fees shall remain payable during any period of suspension notwithstanding that Customer or some of the Authorized Users may not have access to the Portal. This Section 8 does not limit any of Rezatec's other rights or remedies, whether at law, in equity, or under this Agreement.

9. OWNERSHIP.

- 9.1. Customer acknowledges that the information within and relating to the Data Products (including Aggregated Data) and/or the Portal is Confidential Information of Rezatec and contains trade secrets and proprietary data belonging to Rezatec and that the presence of copyright notices on any medium containing information supplied by Rezatec does not constitute publication or otherwise impair the confidential nature thereof.
- 9.2. Customer shall implement all reasonable measures necessary to safeguard Rezatec's ownership of, and the confidentiality of the Data Products and the Portal, including without limitation: (i) allowing its employees, agents and third parties access to the Data Products and the Portal only to the extent specifically permitted by this Agreement and to require, as a condition to such access, that such persons comply with the provisions of this Section 9; and (ii) cooperating with Rezatec in the enforcement of such compliance by its employees, agents and third parties.
- 9.3. Customer acknowledges and agrees that the skills, know-how and methodologies utilized by Rezatec together with the Data Products and Portal and its associated code and means of delivery, including all Intellectual Property Rights therein constitute valuable trade secrets and Confidential Information of Rezatec and Customer acknowledges and agrees that all Intellectual Property Rights shall remain the sole property of Rezatec (and/or the relevant Rezatec third party licensor). Customer shall gain no right, title or interest in the Data Products, the Portal, the skills, know-how and methodologies by virtue of this Agreement other than the non-exclusive limited, conditional, right of access granted in this Agreement, in each case subject to Section 6.1. All other rights in and to the Portal and Data Products are expressly reserved by Rezatec. In furtherance of the foregoing, Customer hereby unconditionally and irrevocably grants to Rezatec an assignment of all right, title, and interest in and to the Aggregated Data, including all Intellectual Property Rights relating thereto.
- 9.4. Without limiting the foregoing, Customer acknowledges and agrees further that all Intellectual Property Rights in any general improvements or changes to the Data



Products, as well as Feedback suggested by Customer which relate to the Data Products and the Portal shall at all times vest in Rezatec and Customer shall take all necessary actions to ensure all such rights are so assigned to and remain with Rezatec. Customer hereby assigns to Rezatec on Customer's behalf, and on behalf of its Authorized Users, all right, title, and interest in such Feedback and all Intellectual Property Rights contained therein. Rezatec is free to use, without attribution or compensation to any part, any and all Intellectual Property Rights contained in the Feedback, for any purpose whatsoever. Notwithstanding the foregoing, Rezatec is under no obligation to make use of any Feedback.

- 9.5. Customer shall take, at Rezatec's option and cost (except where Customer is at fault or where this arises as a result of a breach of this Section 9 or Section 14 (Confidentiality) by Customer) and under Rezatec control and discretion, any legal action necessary whether in the name of Customer or of Rezatec to prevent or stop the unauthorized use of such trade secrets and Confidential Information of Rezatec by any third party or entity who or which has accessed the whole or any part of any trade secrets or Confidential Information.

10. INDEMNITY.

- 10.1. Subject to the remaining provisions of this Section, Rezatec shall defend Customer against any claim that the Rezatec Portal or any Data Products infringes any United States of America patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify Customer for any reasonable legal costs incurred by, and amounts awarded against Customer in judgment or settlement of such claims, provided that:

- (i) Rezatec is given prompt written notice of any such claim specifying the claim in reasonable detail;
- (ii) Customer provides reasonable assistance and co-operation to Rezatec in the defense and settlement of such claim, at Rezatec's expense;
- (iii) Customer shall not make any admission of liability, agreement or compromise in relation to the claim without the prior consent of Rezatec in Writing;
- (iv) Customer shall give Rezatec and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of Customer, so as to enable Rezatec and its professional advisers to examine them and to take copies (at Rezatec's expense) for the purpose of assessing the claim;
- (v) Rezatec is given sole authority to conduct, and to make decisions in relation to, the defense and/or negotiation and settlement of the claim; and
- (vi) Customer will be entitled to participate in the defense of a claim and to employ legal representation at its own expense.

- 10.2. In the defense or settlement of any claim, Rezatec may at its option and expense:

- (i) procure the right for Customer to continue using the Data Products, materially as contemplated by this Agreement;
- (ii) replace or modify the Data Products so that they become (as so modified or replaced) non-infringing; or, if such remedies are not reasonably available,
- (iii) terminate this Agreement on five (5) Business Days' notice to Customer without any additional liability or obligation to pay liquidated damages or other additional costs to Customer.

- 10.3. In no event shall Rezatec, its employees, agents and sub-contractors have any obligation to indemnify, or have any other liability to, Customer and its Authorized Users under this Agreement to the extent that the alleged infringement is based on:

- (i) Customer's failure to abide by the terms of this Agreement;
- (ii) Customer's use of any third-party services alone or in combination with the Portal;
- (iii) any alteration, configuration, customisation or modification of the Data Products and/or Portal not performed by Rezatec, regardless whether the alteration, configuration, customisation or modification was performed using Rezatec tools, methods documented by Rezatec, or training provided by Rezatec or Rezatec sub-contractors or agents;
- (iv) Customer's use of the Data Products and/or Portal in a manner contrary to the terms of this Agreement or to the instructions or advice given to Customer by Rezatec;
- (v) Customer's use of the Data Products and/or Portal after notice of the alleged or actual infringement from Rezatec or any appropriate authority;
- (vi) Rezatec's use of any materials provided by Customer or, Rezatec's compliance with any Customer request or instruction.

- 10.4. THIS SECTION 10 SETS FORTH CUSTOMER'S SOLE REMEDIES AND REZATEC'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE PORTAL OR DATA PRODUCTS OR ANY SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD-PARTY.

- 10.5. Customer shall indemnify Rezatec against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Rezatec arising out of or in connection with (i) any failure of Customer to comply with the terms of data protection as set forth in Section 13; (ii) any violation of right of privacy or the right of publicity, by Customer; (iii)

Rezatec's use of materials provided by the Customer or in compliance with any Customer request or instruction; or (iv) any material breach of any representation, warranty, agreement, or obligation made by Customer in this Agreement.

- 10.6. Nothing in this Section 10 shall restrict or limit Customer's general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a claim under the indemnity given by Rezatec in this Section 10.

11. DISCLAIMER OF WARRANTIES.

- 11.1. All warranties, conditions, representations and guarantees, whether express or implied, arising by statute, law, custom, oral or written statements of Rezatec, Rezatec's partner(s) or otherwise (including, but not limited to, any warranty or condition as to merchantability, satisfactory quality or fitness for particular purpose or of error-free and uninterrupted use of the Portal) are, to the fullest extent permitted by applicable law, hereby superseded, excluded and disclaimed.

- 11.2. Without limiting the generality of the foregoing, the Data Products are provided to Customer on an "as is" basis and Rezatec does not warrant that Customer's use of the Data Products or the Portal will be uninterrupted or error-free, be compatible or work with any software, system, or other services, or be secure, accurate, complete, free of harmful code; or that the Portal, Data Products and any related documentation and/or the information obtained by Customer through the Portal will meet Customer's requirements. Customer is solely responsible for the use it makes of the Data Products, reliance it places on such Data Products and any judgments it makes irrespective of such Data Products.

- 11.3. Rezatec makes no warranty that the Portal will contain computer programs with characteristics or specifications desired or required by Customer or that access to the Data Products under this Agreement will be continuous and uninterrupted. Furthermore, Rezatec shall not be responsible for: any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and Customer acknowledges that the Portal may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

12. LIMITATION OF LIABILITY.

- 12.1. In no event shall Rezatec be liable to Customer for any: (a) loss of profits or loss of revenue; (b) loss of production, use, business, revenue, or profit or diminution in value or loss of contracts; (c) loss of goodwill or reputation; (d) third party claims; (e) loss, damage, corruption, or recovery of data, interruption in the use or availability of data, or breach of data or system security; or (f) consequential, incidental, indirect, special, exemplary, or punitive loss, in each case whether incurred directly or indirectly by Customer under any legal or equitable theory, including arising from negligence, breach of statutory duty, breach of any express or implied warranty, breach of contract, misrepresentation, restitution, strict liability in tort, through indemnification or otherwise.

- 12.2. Except in relation to the indemnity contained in Section 10 (Indemnity), the maximum aggregate liability of Rezatec whether arising from negligence, breach of statutory duty, breach of any express or implied warranty, breach of contract, misrepresentation, restitution, strict liability in tort or otherwise shall not in any circumstances exceed the Fees paid or payable by Customer to Rezatec during the twelve (12) months immediately preceding the date on which the claim arose. The foregoing limitations apply even if any remedy fails of its essential purpose.

13. DATA PROTECTION.

- 13.1. Customer will comply with all applicable requirements of applicable data protection laws, to the extent allowed under Washington state law

14. CONFIDENTIALITY.

- 14.1. Each party may be given access to Confidential Information from the other party in order to perform its obligations under this Agreement. A party's Confidential Information shall not be deemed to include information that:

- (i) is or becomes publicly known other than through any act or omission of the receiving party;
- (ii) was in the other party's lawful possession before the disclosure;
- (iii) is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
- (iv) is independently developed by the receiving party, which independent development can be shown by written evidence.

- 14.2. Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party other than its employees, directors, affiliates', auditors or legal counsel or use the other party's Confidential Information for any purpose other than the implementation of this Agreement.

- 14.3. Each party may disclose the other party's Confidential Information in strict accordance with Washington state law..

- 14.4.

15. **TERM AND RENEWAL.** This Agreement shall, unless otherwise terminated as provided in Section 16 (Termination), commence on the Effective Date and shall continue for the Initial Term. It shall then renew for successive twenty-four (24) month periods (each such renewal period a "Renewal Term") subject to completion



and execution of a new Order Form for the Renewal Term by both parties. However, this Agreement may be terminated by either party at the end of the Initial Term or a Renewal Term provided that the terminating party provides notice of termination to the other party in Writing no less than sixty (60) days' prior to the end of the applicable Term.

16. TERMINATION.

- 16.1. Without prejudice to Rezatec's right to terminate this Agreement pursuant to clause 8.3, each party may terminate this Agreement at any time by giving notice in Writing to the other party if that other party commits a material breach of any term of this Agreement and (if such breach is remediable) fails to remedy that breach within thirty (30) days of that party being notified in Writing of the breach.
- 16.2. Without prejudice to any other rights or remedies to which the parties may be entitled, either party may immediately terminate this Agreement, without liability to the other, in the event that an order is made or a resolution is passed for the winding up of the other party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order in relation to the other party; or the other party ceases, or threatens to cease, to trade or conduct business in the normal course; is deemed unable to pay its debts; makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; a receiver is appointed of any of the other party's assets, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other party, or if any other person takes possession of or sells the other party's assets; an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other party, or notice of intention to appoint an administrator is given by the other party or its directors or avails itself of or becomes subject to any similar or analogous action or judicial or administrative proceeding in any jurisdiction in consequence of debt.
- 16.3. Upon termination of this Agreement for any reason: (i) all of Customer's rights and license to use the Data Products and the Portal will immediately terminate; (ii) Customer shall cease all activities authorized by this Agreement; and (iii) Customer shall immediately pay to Rezatec any sums due to Rezatec under this Agreement.
- 16.4. The parties acknowledge that Customer may, prior to the termination of this Agreement, extract the Data Products and store the Data Products following termination of this Agreement, solely and strictly for Customer's own internal business continuity purposes.
- 16.5. The termination of this Agreement for any reason shall not extinguish or diminish Customer's obligation under Section 9 (Ownership) to maintain the confidentiality of the Portal and any other provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect including without limitation the following Sections: 1 (Definitions), 9 (Ownership), 11 (Disclaimer of Warranties), 12 (Limitation of Liability), 14 (Confidentiality), 16 (Termination), 20 (Governing Law and Jurisdiction), 21 (Severance), 22 (Amendment), 24 (Third Party Rights), 25 (Dispute Resolution), 26 (Notices) and 29 (Entire Agreement).

17. FEES and PAYMENT.

- 17.1. Rezatec shall invoice Customer in advance for the Fees in respect of the Initial Term. No download or modelling functionality for use of the Data Products specified in the Order Form will be made available without receipt of payment in full by Rezatec from Customer of the Fees for the Initial Term.
- 17.2. In respect of any Renewal Term, Rezatec shall invoice Customer annually in advance for each Renewal Term in line with the Fees specified in the Renewal Term Order Form.
- 17.3. Customer shall pay Rezatec's invoices at net thirty (30) days.
- 17.4. All Fees are stated exclusive of Sales Tax which shall be payable by Customer in full at the prevailing rate.
- 17.5. All amounts due under this Agreement shall be paid by Customer to Rezatec in full without any set-off, counterclaim, deduction or withholding.
- 17.6. Without prejudice to its other rights and remedies, if Customer fails to pay any amounts to Rezatec when due:
- (i) Rezatec may suspend access to the Data Products and the Portal without liability to Customer.

18. **SUBCONTRACTORS.** Subject to Section 1.1, Customer acknowledges and agrees that Rezatec shall be authorized to sub-contract all or part of the provision of the Portal, provided that Rezatec shall require that any sub-contractor appointed under this Section complies with the terms of this Agreement and provides any sub-contracted services in accordance with the terms of this Agreement.

19. **ASSIGNMENT.** This Agreement is personal to Customer and neither this Agreement nor any of Customer's rights or duties hereunder shall be assigned, sublicensed, sold or otherwise transferred by Customer; provided, however, that either party may, without consent, assign this Agreement as a result of a merger or a sale of all or substantially all of the assets or stock of that party, or to a parent, subsidiary or affiliate as part of any internal reorganization provided such party assumes in Writing the terms and conditions of this Agreement (and all rights and obligations under it).

20. **GOVERNING LAW AND JURISDICTION.** This Agreement and any dispute

or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the State of Washington. Subject to Section 25 (Dispute Resolution), each party irrevocably agrees that the courts of the State of Washington shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims). The Parties agree that no provision of the Uniform Computer Information Transactions Act ("UCITA") is intended to apply to the interpretation of this Agreement, whether or not UCITA has been enacted in the applicable jurisdiction.

21. **SEVERANCE.** If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the extent necessary so as to effect the original intent of the parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

22. **AMENDMENT.** No amendment of or modification to or rescission, termination, or discharge of this Agreement shall be effective unless in Writing, identified as an amendment to or rescission, termination, or discharge of this Agreement, and signed by the parties (or their authorized representatives).

23. **WAIVER.** A waiver of any right or remedy under this Agreement or by law is only effective if given in Writing and shall not be deemed a waiver of any subsequent breach or default.

24. **THIRD PARTY RIGHTS.** A person who is not a party to this Agreement shall have no right to enforce any of its terms.

25. **DISPUTE RESOLUTION.** If any dispute arises in connection with this Agreement, the parties will first attempt to settle it by mediation. No party may commence any court proceedings in relation to any dispute arising out of this Agreement until it has attempted to settle the dispute by mediation and either the mediation has terminated or the other party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay. The parties shall share equally the costs of any mediation pursuant to this Section.

26. NOTICES.

- 26.1. Any notice given under or in connection with this Agreement shall be in Writing and sent to a party's address, fax number or email address as set out in the relevant section of the Order Form (or as notified in Writing from time to time). Notices shall be delivered by hand or sent by pre-paid first-class post or other next working day delivery service to the other party, or sent by fax or by email.
- 26.2. A notice shall be deemed to have been received if delivered by hand, at the time the notice is left at the proper address (or if delivery is not in Normal Business Hours, at 9 a.m. on the first Business Day following delivery), if sent by pre-paid first-class post or other next working day delivery, at 9 a.m. on the second Business Day after posting, or, if sent by fax or email, on the next Business Day after transmission.
- 26.3. This Section 26 does not apply to notices giving in legal proceedings.

27. **EQUITABLE RELIEF.** Each party acknowledges and agrees that a breach or threatened breach by such party of any of its obligations under Section 15 or, in the case of Customer, Section 3, Section 7, would cause the other party irreparable harm for which monetary damages would not be an adequate remedy and that, in the event of such breach or threatened breach, the other party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

28. **FORCE MAJEURE.** Rezatec shall have no liability to Customer under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or incidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (other than involving the workforce of Rezatec), failure of a utility service or transport or telecommunications network or the internet, act of God, pandemic, epidemic, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that Customer is notified of such an event and its expected duration.

29. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement and understanding of the parties and supersedes and extinguishes all prior agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to the subject matter. Each party acknowledges that it has not entered into this Agreement in reliance on, and shall have no remedies in respect of, any statement, representation, assurance or



warranty (whether made innocently or negligently) that is not expressly set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.

email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement

IN WITNESS WHEREOF, each party hereto has executed this Agreement as of the date first written above.

30. COUNTERPARTS. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile,

For and DocuSigned by: Rezatec Global Inc.

Patrick Newton

By 56E5ACEEBEAD4AB... Name P. Newton

Position Chief Executive Officer Date: 3/28/2022

For and DocuSigned by: City of Spokane

Marlene Feist

Marlene Feist

By F6AF2FF2F24E415... Name

Position Public Works Director Date 3/28/2022

Approved as to form:

Attest:

DocuSigned by:

Timothy Szambelan

400F5E434240443...

Assistant City Attorney

DocuSigned by:

Jen. H. Feist

CC56CBA4DCC84D6...

city clerk

DS



REZATEC DATA PRODUCTS RENEWAL ORDER FORM

This Rezatec Data Products Order Form (the “Order Form”) is governed by the Rezatec Data Products and Portal Agreement Reference SPOKANE001 (“**Agreement**”) between Rezatec Global Inc., (“**Rezatec**”) and City of Spokane Water Department (“**Customer**”) effective on the Effective Date specified in such Agreement.

This Renewal Order Form shall commence upon the Renewal Effective Date specified in this Order Form and confirms the Area of Interest for which Data Products are ordered as well as the payment terms and the renewal term of the Agreement (the “**Renewal Term**”). All capitalized terms not defined in this Renewal Order Form shall have the meaning given to them in the Agreement. Appendix A specifies the Area of Interest for which Data Products are ordered. Appendix B specifies the data inputs required from the Customer to enable delivery of the Data Products ordered.

ORDER DETAILS:

Customer Name:	City of Spokane Water Department	Billing Terms:	
Customer Address:	914 E North Foothills Dr Spokane Washington 99207 United States	Renewal Effective Date:	The Renewal Effective Date is 28 th March 2024
		Renewal Term:	A period of 36 months from 28 th March 2024
		Payment Frequency:	One time. Invoiced 30 days before the start of the Renewal Term.
		Payment Method:	Electronic Funds Transfer only
Customer Contact:	Jeanne Finger and Seth McIntosh	Payment Terms:	Net 30 days from invoice date
Phone:	509-625-7804		
Email:	jfinger@spokanecity.org smcintosh@spokanecity.org	Customer Accounts Payable Contact:	Derek Daniels (Senior Accountant)
		Email:	ddaniels@spokanecity.org
		Phone:	Tbc

NOTICE DETAILS:

Customer: City of Spokane Water Department		Rezatec: Treasurer	
Address:	914 E North Foothills Dr Spokane Washington 99207 United States	Address:	251 Little Falls Drive, Wilmington, New Castle County, Delaware, 19808, USA.
Email:	jfinger@spokanecity.org smcintosh@spokanecity.org	Email:	legal@rezatec.com

DATA PRODUCTS SUBSCRIPTION: – Data Products specifications:

Data Product	Description	Area of Interest	Price Ex-Sales Tax
Dam Monitoring: Ground Motion and Seepage analysis	Thirty six (36) Monthly updates to ground movement and seepage analysis across the specified Area of Interest.	See Appendix A	\$55,000.00
Total Price			\$55,000.00

PORTAL SUBSCRIPTION TERMS – ACCESS TO PORTAL, DATA PRODUCTS AND AUTHORISED USERS
Access to the Portal

Portal URL	https://platform.rezatec.com/signin
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Authorised Users (insert rows as required):

User name	User role/team	Email address:	Data Products Access
Jeanne Finger	Head of Dam Safety	jfinger@spokanecity.org	Dam Monitoring
Seth McIntosh	Water System & Hydroelectric Plant Manager	smcintosh@spokanecity.org	Dam Monitoring

DATA PROTECTION

Scope of the processing:	Provision of the Data Products and Portal	Nature of the processing:	For example, storing, collecting, recording, adapting, etc
Purpose of the processing:	Provision of the Data products and Portal to the Customer	Duration of the processing:	For example, duration of this Agreement
Types of personal data:	Names, email addresses, etc	Categories of data subject:	For example, Authorised Users of the Portal



ADDITIONAL TERMS:

1. This Order Form does not form a contract between Rezatec and the Customer until it has been signed on behalf of both Rezatec and the Customer (at which point a contract is formed). The Customer acknowledges and agrees that by signing this Order Form, it is accepting and agreeing to:
 - the content of this Order Form;the terms and conditions of the Data Products and Portal Agreement Reference SPOKANE001
 - agreed between Rezatec and the Customer;all of which are made a part of this Order Form by reference as if fully stated within it.
2. Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of the Customer. This is an Order Form not an invoice.
3. Notwithstanding anything to the contrary, any terms and conditions in any purchase order or similar documents issued by Customer shall not apply.
4. The terms of this Renewal Order Form are based on the completion and return to Rezatec of this Renewal Order Form on or before **28th March 2024**.

The individuals signing below represent that they have the authority to execute this Order Form on behalf of Customer or Rezatec:

REZATEC GLOBAL, INC.:

CITY OF SPOKANE WATER DEPARTMENT:

Signature:
.....

Signature:
.....

Print name:
.....

Print name:
.....

Title

Title

.....
Date

.....
Date

Appendix A

Area of Interest



Expenditure Control Form



- 1. All requests being made, including those against master agreements, must be accompanied by this form.
- 2. All requests requiring City Council approval exceeding \$100,000 must be accompanied by this form.
- 3. Route **ALL** requests to the Division Director first and then the CFO for signature.
- 4. The CFO will route for signature to the City Administrator.

Today's Date:

Type of expenditure:

Goods Services

Department:

Approving Supervisor:

Amount of Proposed Expenditure:

Is this against a master agreement? If yes, please provide the number:

Funding Source

Please verify correct funding sources. Indicate breakdown if more than one funding source.

Why is this expenditure necessary now?

What are the impacts if expenses are deferred?

What alternative resources have been considered?

Description of the goods or service and any additional information?

Person Submitting Form/Contact:

Division Director:

CFO Signature:

City Administrator Signature:

Additional Comments:



Agenda Sheet for City Council:

Committee: PIES **Date:** 02/26/2024

Committee Agenda type: Consent

Date Rec'd 2/13/2024

Clerk's File #

Renews #

Cross Ref #

Council Meeting Date: 03/11/2024

Submitting Dept SOLID WASTE DISPOSAL

Project #

Contact Name/Phone DAVID PAINE 625-6878

Bid # RFQ 6056-24

Contact E-Mail DPAINE@SPOKANECITY.ORG

Requisition # RE 20449

Agenda Item Type Purchase w/o Contract

Council Sponsor(s) BWILKERSON JBINGLE KKLITZKE

Agenda Item Name 4490 PURCHASE OF AIR EJECTOR SYSTEM PARTS

Agenda Wording

Purchase of air ejector system parts from Fly Fab LLC (Rockford, WA) for use at the Waste to Energy Facility. The total cost of the purchase is \$73,801.11 including tax.

Summary (Background)

The air ejection system supports the start-up of the facility's turbine generator (TG) by creating and maintaining a specific vacuum level on the steam system. This purchase is for mechanical parts in the steam turbine air ejections system that are worn to the point that they have difficulty maintaining or reaching the required vacuum set point. On February 2, 2024 bidding closed on RFQ 6056-24 for the purchase of these parts and Fly Fab LLC was the only respondent.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 73,801.11

Current Year Cost \$ 73,801.11

Subsequent Year(s) Cost \$

Narrative

This is an operating and maintenance expense that was planned for in the 2024 Solid Waste Disposal budget.

Amount

Budget Account

Expense \$ 73,801.11 # 4490-44100-37148-53210-34002

Select \$ #

Select \$ #

Select \$ #

\$ #

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Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

AVERYT, CHRIS

Division Director

FEIST, MARLENE

Accounting Manager

ALBIN-MOORE, ANGELA

Legal

HARRINGTON,

For the Mayor

PICCOLO, MIKE

Additional Approvals

PURCHASING

PRINCE, THEA

Distribution List

mdorgan@spokanecity.org

jsalstrom@spokanecity.org

tprince@spokanecity.org

rrinderle@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	February 26, 2024
Submitting Department	Solid Waste Disposal
Contact Name	David Paine
Contact Email & Phone	dpaine@spokanecity.org , 509-625-6878
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Purchase of air ejector system parts for the Waste to Energy Facility
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>The Air Ejection System supports the start-up of the facility's turbine generator (TG) by creating and maintaining a specific vacuum level on the steam system. Without this it would not be possible to restart or maintain operation of the TG Set, eliminating the ability to produce electricity and provide the necessary power to operate the Facility. These are mechanical parts for the Steam Turbine Air Ejections System that are worn to the point that they have difficulty maintaining or reaching the required vacuum set point during Turbine startups.</p> <p>On February 2, 2024, bidding closed on RFQ 6056-24 for the purchase of these air ejector system parts. Fly Fab LLC (Rockford, WA) was the only respondent. The total cost for the needed parts is \$73,801.11 including tax.</p>
Summary (Background)	<p>*use the Fiscal Impact box below for relevant financial information</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$73,801.11</u></p> <p> Current year cost: \$73,801.11</p> <p> Subsequent year(s) cost: 0</p> <p>Narrative: <u>This is an operating and maintenance expense that was planned for in the 2024 Solid Waste Disposal budget.</u></p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Program revenue</p> <p>Is this funding source sustainable for future years, months, etc? Yes</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impacts (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> 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 project is specifically designed to assist low-income residents get caught up on their City utility bills.

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

N/A

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

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

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

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

Council Subcommittee Review

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

N/A

Bid Response Summary

Bid Number RFQ 6056-24
Bid Title Air Ejector System Parts- NITech Engineered Vacuum Systems, No Or-Equals due to Standardization
Due Date Friday, February 2, 2024 9:00:00 AM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Open for Bidding
Company Fly Fab
Submitted By Steven Sainsbury - Friday, February 2, 2024 7:12:31 AM [(UTC-08:00) Pacific Time (US & Canada)]
 flyfab@outlook.com 509-286-1002

Comments**Question Responses**

Group	Reference Number	Question	Response
BACK GROUND AND PURPOSE			
	#1	The City of Spokane, Solid Waste Disposal, Waste To Energy Facility (COS WTE), is located at 2900 S. Geiger Blvd, Spokane WA 99224-5400. The WTEF operates a 24-hour/365 day per year environment and works under aggressive deadlines and schedules that require suppliers to provide high service levels.	I agree and I acknowledge
	#2	The COS WTE utilizes NITech Engineered Vacuum Systems, and is initiating this Request for Quote to solicit Bids from vendors who have a proven ability to provide spec'd, drop-in replacements, air ejector parts for NITech, Model: 4CTH Ejector Assembly, Drawing # DR405941A, circa 1992, Serial #: IN92587 (original serial # 90502), that is in use at the COS WTE. No substitutes or or-equals will be accepted due to standardization. WTEF does not have drawings to provide.	I agree and I acknowledge
SUBMISSION OF BIDS			
	#1	Bid Responses shall be submitted electronically through the City of Spokane's bidding portal: https://spokane.procureware.com on or before the Due Date and time mentioned above. Hard, e-mailed or faxed copies and/or late bids shall not be accepted.	I agree and I acknowledge
	#2	The City of Spokane is not responsible for bids electronically submitted late. It is the responsibility of the Bidder to be sure the bids are electronically submitted sufficiently ahead of time to be received no later than 9:00 a.m. Pacific Local Time, on the bid opening date.	I agree and I acknowledge
	#3	All communication between the Bidder and the City upon receipt of this bid shall be via the "Clarification Tab" within ProcureWare. Any other communication will be considered unofficial and non-binding on the City of Spokane.	I agree and I acknowledge

GENERAL CONDITIONS		
#1	Bidder acknowledges that they have read and understand the Terms and Conditions Document in the "Documents" tab. If answer is "I don't agree and I don't acknowledge", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.	I agree and I acknowledge
#1.1	EXCEPTION: If you took exception to above, upload here.	
INTERPRETATION		
#1	If the Bidder discovers any errors, discrepancies or omissions in the Quote specifications, or has any questions about the specifications, the Bidder must notify Purchasing in writing. Any corrections issued by the Purchaser will be incorporated into the contract or purchase order.	I agree and I acknowledge
WITHDRAWAL OF QUOTES		
#1	Bidders may withdrawal Quote prior to the scheduled Quote due date and time. Unless otherwise specified, no Quotes may be withdrawn for a minimum of seventy-five (75) calendar days after the due date.	I agree and I acknowledge
EVALUATION OF QUOTES		
#1	Shall be based upon the following criteria, where applicable: A. The price, including sales tax and the effect of discounts. Price may be determined by life cycle costing or total cost quoting, when advantageous to the Purchaser. B. The quality of the items quoted, their conformity to specifications and the purpose for which they are required. C. The Bidder's ability to provide prompt and efficient service and/or delivery. D. The character, integrity, reputation, judgment, experience and efficiency of the Bidder. E. The quality of performance of previous contracts or services. F. The previous and existing compliance by the Bidder with the laws relating to the contract or services. G. Uniformity or interchangeability. H. The energy efficiency of the product throughout its life. J. Any other information having a bearing on the decision to award the contract.	I agree and I acknowledge
QUOTING ERRORS		

#1	<p>QUOTING ERRORS When, after the opening and tabulation of Quotes, a Bidder claims error, and requests to be relieved of award, Bidder will be required to promptly present certified work sheets. The Purchaser will review the work sheets and if the Purchaser is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Bidder may be relieved of his Quote.</p>	I agree and I acknowledge
REJECTION OF QUOTES		
#1	<p>REJECTION OF QUOTES The Purchaser reserves the right to reject any or all Quotes; to waive minor deviations from the specifications, to waive any informality in Quotes received, whenever it is in the Purchaser's best interest, and to accept or reject all or part of this Quote at prices shown.</p>	I agree and I acknowledge
AWARD OF CONTRACT		
#1	<p>Award of contract or purchase, when made, will be to the Bidder whose Bid is the most favorable to the Purchaser, taking into consideration price and the other evaluation factors. Interlocal and State Contracts where applicable will be considered as a bid. The City Council shall make the award of contract. Unsuccessful Bidders will not automatically be notified of Bid results.</p>	I agree and I acknowledge
PAYMENT TERMS		
#1	<p>Supplier acknowledges that unless agreeing to payment by credit card with no additional fee, payment shall be made via direct deposit/ACH (except as provided by state law) after receipt of the goods/services ordered. A completed ACH application is required before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediately make every effort to settle the disputed amount.</p>	I agree and I acknowledge
#2	<p>EXCEPTION If you took exception to above, explain here.</p>	<p>Check will also be accepted for payment. May be mailed to Fly Fab PO BOX 333 Rockford, Wa 99030</p>
BIDDER INFORMATION		
#1	<p>Person's Name, Title, Email Address, and Phone Number Submitting Bid</p>	<p>Steven Sainsbury- President flyfab@outlook.com 509-286-1002</p>

#2	State Person and Phone To Be Contacted By City Concerning Items Bid	Steven Sainsbury 509-286-1002
ORGANIZATION		
#1	Organization: Bidder Should Enter If Proposal Is of an Individual, Partnership, Corporation, and Existing Under The Laws of What US State. Enter Information Here	Fly Fab LLC
CITY OF SPOKANE BUSINESS REGISTRATION REQUIREMENT		
#1	Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The supplier shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the supplier does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at 509-625-6070 to request an exemption status determination.	I agree and I acknowledge
#2	City of Spokane Business Registration Number	603523149
PROPRIETARY INFORMATION/PUBLIC DISCLOSURE		
#1	All materials submitted to the City in response to this competitive procurement shall become the property of the City.	I agree and I acknowledge
#2	All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received or produced by a governmental entity are presumptively public records, and there are few exemptions. RCW Ch. 41.56.	I agree and I acknowledge
#3	When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as "PROPRIETARY INFORMATION." If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records.	I agree and I acknowledge

#4	The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response.	I agree and I acknowledge
ADDITIONAL ITEMS		
#1	The City of Spokane reserves the right to purchase additional items at the quoted price. Supplier agrees to sell at the same price, terms and conditions.	Yes
MINORITY BUSINESS ENTERPRISE		
#1	Vendor (is ___, is not ___) a Minority Business Enterprise. A Minority Business Enterprise is defined as a "business, privately or publicly owned, at least 51% of which is owned by minority group members." For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women.	Is Not
SMALL BUSINESS		
#1	Vendor (is ___, is not ___) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration).	Is
NON-COLLUSION		
#1	The Bidder certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this RFQ	I Certify No Agreement Was Entered
INTERLOCAL PURCHASE AGREEMENTS		
#1	The City of Spokane has entered into Interlocal Purchase Agreements with other public Agencies pursuant to chapter 39.34 RCW. In submitting a response, the Proposer agrees to provide its services to other public Agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the Firm's review and approval at the time of a requested contract. The Firm's right to refuse to enter into a contract with another public Agency at the time of request shall be absolute.	Yes
ACCEPTANCE PERIOD		

#1	Bidders must provide a minimum of a minimum of seventy-five (75) calendar days after the due date.	I agree and I acknowledge
PCB CERTIFICATION		
#1	In accordance with SMC 7.06.172(A), the Bidder certifies that the products bid and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCB's). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful bidder to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.	Yes
#2	As far as you know has this type of product been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?	Don't Know
#3	If so were PCBs found at a measurable level?	Don't Know
#4	If so attach the results or note from whom the results can be obtained.	
#5	Do you have reason to believe the product contains measurable levels of PCBs?	No
#6	Do you have reason to believe the product packaging contains measurable levels of PCBs?	No
GENERAL INSTRUCTIONS		
#1	The items to be furnished by the Bidder on this Quote must be of the latest possible design and production.	I agree and I acknowledge
#2	Time is of the essence in the performance of this contract.	I agree and I acknowledge
#3	Successful bidder will designate a representative who will be available during regular City business hours to serve as a primary contact for the City in the implementation of this supply agreement and if any issues arise regarding the product.	I agree and I acknowledge
#4	The City of Spokane reserves the right to accept or reject any variance from the published specifications and to award the Quote in a manner that is most advantageous to the continued efficient operation of the City.	I agree and I acknowledge
#5	The City reserves the right to accept or reject any part of or all Quotes and to accept the Quote deemed to be in the best interest of the City.	I agree and I acknowledge
#6	The City of Spokane reserves the option of awarding this purchase by item grouping or by any manner most advantageous for the City.	I agree and I acknowledge

#7	Bidder should be aware that Quotes may be rejected if all questions are not completely and correctly answered.	I agree and I acknowledge
SPECIAL INSTRUCTIONS - GENERAL		
#1	If the product differs from the provisions contained herein, these differences must be explained in detail.	I agree and I acknowledge
#2	Suppliers found to have "overstated" the true ability of their product shall reimburse the City for all costs incurred with remanufacturing or replacement of units until all criteria has been satisfied. These costs shall also include legal, rentals, travel, etc.	I agree and I acknowledge
#3	The omission of any standard feature described herein shall not void the bidder's responsibility to furnish a complete unit with all standard equipment of the manufacturer's latest model and design. Equipment to be furnished shall be new and unused unless a demo unit is specified.	I agree and I acknowledge
#4	Successful bidder shall furnish standard warranty as well as any other warranty required in the Quote specifications.	I agree and I acknowledge
#5	Federal and State laws governing this product and its final certification must be satisfied.	I agree and I acknowledge
#6	It shall be the Supplier's responsibility to conform to all Federal Standards for certification.	I agree and I acknowledge
#7	Delivery time shall be a consideration of awarding this contract. Therefore the City requests a completed delivery date as soon as possible after receipt of the purchase order.	I agree and I acknowledge
#8	EXCEPTION: If you took exception to any of the above, explain here.	
TECHNICAL SPECIFICATIONS		
#1	Any technical specifications and general provisions listed are the minimum acceptable requirements and failure to comply may be used as a basis for rejection of the Quote.	I agree and I acknowledge
#2	Any references herein to a particular make or model number are intended not to be restrictive, but to set forth an acceptable level of quality and design.	I agree and I acknowledge
#3	All items delivered must adhere to stated specs, No Substitutes or Or-Equals will be considered due to standardization of currently employed NITech Engineered Vacuum Systems Air Ejector System at COS WTE.	I agree and I acknowledge
#4	Any delivered item that does not meet specifications will not be accepted.	I agree and I acknowledge

#5	Awarded Supplier would be responsible for providing the following spec'd air ejector system parts pertaining to: NITech Engineered Vacuum Systems Model: 4CTH Ejector Assembly, Drawing # DR405941A, circa 1992, Serial #: IN92587 (original serial # 90502).	Yes
#5.1	Qty 1, NITech Part Number: 541256-01.	I agree and I acknowledge
#5.1.1	Nozzle, # 6142, for 4NPA Hogging Ejector, stainless steel, s/n 90502H	I agree and I acknowledge
#5.1.2	Ref # 4 on drawing SK405231	I agree and I acknowledge
#5.1.3	For ref # 1 on drawing DR405941A	I agree and I acknowledge
#5.2	Qty 1, NITech Part Number: 541256-01.	I agree and I acknowledge
#5.2.1	Nozzle Extension, for 4NPA Hogging Ejector, stainless steel, s/n 90502H	I agree and I acknowledge
#5.2.2	Ref # 3 on drawing SK405231	I agree and I acknowledge
#5.2.3	For ref # 1 on drawing DR405941A	I agree and I acknowledge
#5.3	Qty 1, NITech Part Number: 026799-02.	I agree and I acknowledge
#5.3.1	Gasket, Nozzle Head for 4NPA Hogging Ejector	I agree and I acknowledge
#5.3.2	Ref # 6 on drawing SK405231	I agree and I acknowledge
#5.3.3	For ref # 1 on drawing DR405941A	I agree and I acknowledge
#5.4	Qty 2, NITech Part Number: 541736.	I agree and I acknowledge
#5.4.1	Nozzle, # 6157, for 4NPA Y-Stage Ejector, stainless steel, s/n 90502A-YA/B	I agree and I acknowledge
#5.4.2	Ref # 3 on drawing SK405232C	I agree and I acknowledge
#5.4.3	For ref # 2 on drawing DR405941A	I agree and I acknowledge
#5.5	Qty2, NITech Part Number: 541738.	I agree and I acknowledge
#5.5.1	Nozzle, # 6158, for 2NPA Y-Stage Ejector, stainless steel, s/n 90502A-YA/B	I agree and I acknowledge
#5.5.2	Ref # 3 on drawing SK405233B	I agree and I acknowledge
#5.5.3	For ref # 3 on drawing DR405941A	I agree and I acknowledge
#6	If the product differs from the provisions contained herein, these differences must be explained in detail.	No Differences from request

#7	Bidders must submit cover letters stating qualifications for supplying specified product on contract with the City of Spokane. State name(s) and address(es) of Original Equipment Manufacturer (OEM) and distributors (if applicable) to be used in the production and delivery of NITech Engineered Vacuum Systems air ejector parts. Upload Letter Here	Cover Letter- Air Ejector System Parts.pdf
#9	As applicable, Material Safety Data Sheets / Safety Data Sheets must be included with Bid Proposal. Upload Here	
#10	EXCEPTION: If you took exception to any of the above, explain here.	
DELIVERY - F.O.B. Delivery Point		
FOB Delivery Point:	FOB Delivery Point: Spokane Solid Waste Disposal, WTEF, Attn: Shipping and Receiving, 2900 S. Geiger Blvd, Spokane WA, 99224-5400.	I agree and I acknowledge
Lead Time for Delivery	Bidder shall state lead time in calendar days for standard ground delivery at COS WTE, upon receipt of an order. Enter number of calendar days here:	120 Days
Lead Time for Delivery	Would delivery at COS WTE by April 23, 2024 be possible, and if so, when would an order need be received by.	No soonest the parts would be available per manufacture lead time would be Monday May 6th if order was placed no later than February 7th
Freight Transportation	Will be prepaid and add; and listed as a separate line item on invoices. The City reserves the right to request copies of all freight invoices incurred by vendor.	I agree and I acknowledge
Risk of Loss	Risk of Loss. Regardless of F.O.B. point, Vendor agrees to bear all risks of loss, injury or destruction of items ordered herein which occur prior to delivery; such loss, injury or destruction shall not release Vendor from any obligation hereunder.	I agree and I acknowledge
EXCEPTION	If you took exception to any of the above, explain here.	N/A
PRICING		
#1.1	Sales Tax: The City will apply applicable tax to Bidder's response when tabulating bids. Vendor acknowledges the City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Therefore, all submissions shall be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.	I agree and I acknowledge

#2	Enter Unit Pricing for Technical Specifications Items 5.1 through 5.5 on Pricing Tab Page. Unit Pricing Should Not Include Tax or Freight.	I agree and I acknowledge
#3	Exceptions: If you took exception to any of the above, explain in detail.	
ADDITIONAL DOCUMENTS BIDDER WOULD LIKE TO UPLOAD		
#1	Should Bidder Want To Upload Any Additional Document(s) Please Do So Here. ***Please Note: Should Bidder Want To Add More Than One Document, ensure all documents are combined into a single document prior to uploading as bidder would only be able to upload one document here.	Addendum 1 RFQ 6056-24 Signed.pdf
#2	Should Bidder Want To Upload Any Additional Document(s) Please Do So Here. ***Please Note: Should Bidder Want To Add More Than One Document, ensure all documents are combined into a single document prior to uploading as bidder would only be able to upload one document here.	Estimate 1136- Air Ejector System Parts.pdf
#3	Should Bidder Want To Upload Any Additional Document(s) Please Do So Here. ***Please Note: Should Bidder Want To Add More Than One Document, ensure all documents are combined into a single document prior to uploading as bidder would only be able to upload one document here.	

Pricing Responses

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment
PRICING PAGE								
	#1	NITech Part Number: 541256-01 (Reference Technical Specification 5.1). Pricing should not include freight nor tax. Enter Cost Per Each:	Base	Cost Per Each	1.00	\$9,290.40	\$9,290.40	

<p>#2</p>	<p>NITech Part Number: 541256-01 (Reference Technical Specification 5.2). Pricing should not include freight nor tax. Enter Cost Per Each:</p>	<p>Base</p>	<p>Cost Per Each</p>	<p>1.00</p>	<p>\$4,005.75</p>	<p>\$4,005.75</p>
<p>#3</p>	<p>NITech Part Number: 026799-02. (Reference Technical Specification 5.3). Pricing should not include freight nor tax. Enter Cost Per Each:</p>	<p>Base</p>	<p>Cost Per Each</p>	<p>1.00</p>	<p>\$99.54</p>	<p>\$99.54</p>
<p>#4</p>	<p>NITech Part Number: 541736. (Reference Technical Specification 5.4). Pricing should not include freight nor tax. Enter Cost Per Each:</p>	<p>Base</p>	<p>Cost Per Each</p>	<p>2.00</p>	<p>\$13,891.50</p>	<p>\$27,783.00</p>
<p>#5</p>	<p>NITech Part Number: 541738. (Reference Technical Specification 5.5) . Pricing should not include freight nor tax. Enter Cost Per Each:</p>	<p>Base</p>	<p>Cost Per Each</p>	<p>2.00</p>	<p>\$13,182.96</p>	<p>\$26,365.92</p>

#6	Freight Cost to be incurred for ground delivery of above listed items, to Spokane Solid Waste Disposal, Attn: Warehouse, 2900 S. Geiger Blvd, Spokane WA, 99224-5400. Pricing should not include tax.	Base	Total Freight Cost	1.00	\$225.00	\$225.00
Total Base Bid	\$67,769.61					

Fly Fab LLC

PO Box 333
Rockford, WA 99030 US
flyfab@outlook.com



Estimate

ADDRESS
City Of Spokane- Solid Waste Disposal
2900 S. Geiger Blvd
Spokane, Wa 99224-5400

SHIP TO
City Of Spokane- Solid Waste Disposal
2900 S. Geiger Blvd
Spokane, Wa 99224-5400

ESTIMATE 1136
DATE 02/02/2024

DATE	DESCRIPTION	QTY	RATE	AMOUNT
541256-01	NOZZLE, # 6142, for 4NPA Hogging Ejector, stainless steel, s/n 90502H. Ref.# 4 on drawing SK405231 For ref.# 1 on drawing DR405941A	1	9,290.40	9,290.40T
541270	NOZZLE EXTENSION, for 4NPA Hogging Ejector, stainless steel, s/n 90502H. Ref.# 3 on drawing SK405231 For ref.# 1 on drawing DR405941A	1	4,005.75	4,005.75T
026799-02	GASKET, Nozzle Head for 4NPA Hogging Ejector. Ref.# 6 on drawing SK405231 For ref.# 1 on drawing DR405941A	1	99.54	99.54T
541736	NOZZLE, # 6157, for 4NPA Y-Stage Ejector, stainless steel, s/n 90502A-YA/B Ref.# 3 on drawing SK405232C For ref.# 2 on drawing DR405941A	2	13,891.50	27,783.00T
541738	NOZZLE, # 6158, for 2NPA Z-Stage Ejector, stainless steel, s/n 90502A-ZA/B Ref.# 3 on drawing SK405233B For ref.# 3 on drawing DR405941A	2	13,182.96	26,365.92T
Shipping	Packaging and Shipping for Air Ejector Nozzles. Includes Delivery to City of Spokane- Solid Waste Disposal	1	225.00	225.00T

SUBTOTAL 67,769.61

TAX 6,031.50

TOTAL **\$73,801.11**

Accepted By

Accepted Date

Addendum 1
1/23/2024

RFQ 6056-24

Air Ejector System Parts- NITech Engineered Vacuum Systems, No Or-Equals due to Standardization

Addendum 1 makes the following change:

Bid Due Date Changed: **From: 1/26/2024, 9:00AM. To: 2/2/2024, 9:00AM**

Rick Rinderle
Procurement Specialist

PLEASE NOTE: A SIGNED COPY OF THIS ADDENDUM MUST BE SUBMITTED WITH YOUR BID, OR THE BID MAY BE CONSIDERED NON-RESPONSIVE.

The undersigned acknowledges receipt of this Addendum.

Fly Fab

Company



Signature



FLY FAB
PO BOX 333
ROCKFORD WA 99030
509-994-2735

FLYFAB@OUTLOOK.COM

City Of Spokane – Solid Waste Disposal

2900 S. Geiger Blvd,

Spokane, Wa 99224-5400

Dear City of Spokane – Solid Waste Disposal,

I would like to start by expressing my interest in supplying the city with the Nitech Air Ejector Nozzles. I believe that Fly Fab would be well suited to execute this project based on prior job history and experiences. Being a small local business, we strive to perform high quality products with an emphasis on attention to detail and timeliness for project completions. Prior jobs that would qualify us for this project include but are not limited to, complete fire truck builds, stainless steel water tanks, machining and manufacturing, many CNC signs & installations, bumpers, headache racks, rock crusher parts, flatbeds and custom railings.

To complete the request for supplying the Nitech Air Ejector System parts as requested, Fly Fab will be working directly with Nitech to purchase and supply the requested Air Ejector System Parts. As Nitech is the original manufacturer of these parts they will be a direct replacement for the items requested. All items will be shipped from Nitech (Located At: 122 Hillcrest Avenue, Ledgewood, NJ 07852) to Fly Fab (602 W. Spring Valley Rd. Latah, Wa 99018). Items will then be inspected to insure they are correct and delivered to City of Spokane- Solid Waste Disposal.

I look forward to the opportunity to work with the City of Spokane Solid Waste Disposal and supply the requested parts. The quality of our workmanship and ease of communication would be unmatched on this project, and I am looking forward to hearing back from you. Thank you for your time and consideration for the City of Spokane Solid Waste Disposal Air Ejector Nozzle System parts, I look forward to earning your business.

Sincerely,

A handwritten signature in black ink that reads 'Steven Sainsbury'. The signature is fluid and cursive, with the first name 'Steven' and last name 'Sainsbury' clearly legible.

Steven Sainsbury

FLY FAB, PRESIDENT



CITY OF SPOKANE
 Nelson Center
 Purchasing
 PHONE 509 625 6527

RFQ 6056-24 Air Ejector System Parts- NITech Engineered Vacuum Systems, No Or-Equals due to Standardization

VENDOR		Fly Fab	
Item	Qty	Unit price	Extended Price
NITech Part Number: 541256-01 (Reference Technical Specification 5.1). Pricing should not include freight nor tax.	1	9,290.00	9,290.00
NITech Part Number: 541256-01 (Reference Technical Specification 5.2). Pricing should not include freight nor tax.	1	4,005.75	4,005.75
NITech Part Number: 026799-02. ((Reference Technical Specification 5.3). Pricing should not include freight nor tax.	1	99.54	99.54
NITech Part Number: 541736. ((Reference Technical Specification 5.4). Pricing should not include freight nor tax.	2	13,891.50	27,783.00
NITech Part Number: 541738. (Reference Technical Specification 5.5) . Pricing should not include freight nor tax.	2	13,182.96	26,365.92
Freight Cost to be incurred for ground delivery of above listed items, to Spokane Solid Waste Disposal, Attn: Warehouse, 2900 S. Geiger Blvd, Spokane WA, 99224-5400. Pricing should not include tax.	1	225.00	
Subtotal		\$67,769.21	
Tax 9%		\$6,099.23	
Extended Total		\$73,868.44	
Lead Time		120 days ARO	

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 02/26/2024**Committee Agenda type:** Consent**Date Rec'd**

2/13/2024

Clerk's File #

OPR 2023-0311

Renews #**Cross Ref #****Council Meeting Date:** 03/11/2024**Submitting Dept**

SOLID WASTE DISPOSAL

Project #**Contact Name/Phone**

DAVID PAINE 625-6878

Bid #

IPWQ 5809-23

Contact E-Mail

DPAINE@SPOKANECITY.ORG

Requisition #

CR 26024

Agenda Item Type

Contract Item

Council Sponsor(s)

BWILKERSON JBINGLE KKLITZKE

Agenda Item Name

4490 CONTRACT RENEWAL FOR VACUUM SUPPORT SERVICES

Agenda Wording

Contract renewal 1 of 4 with Big Sky Industrial Services (Colbert, WA) for vacuum support services at the Waste to Energy Facility from 4/1/24-3/31/24 and a total cost not to exceed \$175,000.00 plus tax.

Summary (Background)

During maintenance outages at the facility, sandblasting is done throughout the boilers to clean the surface of the tubes. Vacuum services are needed for removal of the sand. Bidding closed on IPWQ 5809-23 for these services on February 1, 2023 and Big Sky Industrial Services was the only respondent. The initial contract award was for one year with the possibility of four (4) one-year renewals. This will be the first renewal.

Lease? NO

Grant related? NO

Public Works? YES

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 175,000.00

Current Year Cost \$ 175,000.00

Subsequent Year(s) Cost \$ 0

Narrative

This is an annual operating and maintenance expense that was planned for in the 2024 Solid Waste Disposal budget.

Amount**Budget Account**

Expense \$ 175,000.00

4490-44100-37148-54803-34002

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	February 26, 2024
Submitting Department	Solid Waste Disposal
Contact Name	David Paine
Contact Email & Phone	dpaine@spokanecity.org , 625-6878
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Contract renewal for vacuum services at the Waste to Energy Facility
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>*use the Fiscal Impact box below for relevant financial information</p> <p>During maintenance outages at the WTE Facility, sandblasting is done throughout the boiler to clean the surface of the tubes. Vacuum support services are needed for vacuuming the sandblast sand and cleanup of various levels after sandblasting is complete. Also required is the vacuuming of sump and water jet transfer lines in the ash house and vacuuming of the carbon room and overflow areas, as well as water wash of air-cooled condensers. All work must be done with no vacuum exhaust being released outside the building. All vacuum materials will be disposed on site at the Waste to Energy facility.</p> <p>Bidding closed on PW ITB 5809-23 for vacuum support services on February 1, 2023 and Big Sky Industrial Services (Colbert, WA) was the only respondent. The initial contract award was for one year, beginning on April 1, 2023 with the option of four (4) additional one-year renewals. This will be the first renewal with a total cost not to exceed \$175,000.00 plus tax for the year.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$175,000.00 plus tax</u></p> <p> Current year cost: \$175,000.00 plus tax</p> <p> Subsequent year(s) cost:</p> <p>Narrative: <u>This is an annual maintenance expense that was planned for in the 2024 Solid Waste Disposal budget.</u></p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Program revenue</p> <p>Is this funding source sustainable for future years, months, etc? Yes</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impacts (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> 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 project is specifically designed to assist low-income residents get caught up on their City utility bills.

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

- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?
Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

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

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

Council Subcommittee Review

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

N/A



City of Spokane
CONTRACT RENEWAL
1 OF 4
Title: VACUUM SUPPORT SERVICES

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **ROCHELLE CONSTRUCTION SERVICES, INC. dba BIG SKY INDUSTRIAL SERVICES**, whose address is PO Box 585, Colbert, Washington 99005 as (“Contractor”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to perform Vacuum Support Services for the City; and

WHEREAS, the original Contract provided for 4 additional one-year renewals, with this being the first of those renewals; and

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

1. CONTRACT DOCUMENTS.

The original Contract, dated March 17, 2023 and March 19, 2023, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE TERM.

This Contract Renewal shall become effective on April 1, 2024 and shall run through March 31, 2025.

3. COMPENSATION.

The City shall pay an estimated maximum annual cost not to exceed **ONE HUNDRED SEVENTY-FIVE THOUSAND AND 00/100 (\$175,000.00)** for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

4. DEBARMENT AND SUSPENSION.

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

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

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

**ROCHELLE CONSTRUCTION SERVICES,
Inc., d/b/a BIG SKY INDUSTRIAL**

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:
Certificate of Debarment

24-012

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

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

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

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

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

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

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

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



CITY OF SPOKANE - WTEF
 2900 S GEIGER BLVD
 Spokane, WA 99224-5400
 Phone 509 625 6527

Vacuum Support Services For Vacuuming Sandblast Media, Other Debris Sand Water*, Wash Air Cooled Condensers, Vacuum Sump and Water Jet Transfer Lines, Vacuum Pits under Scales, and Vacuum Carbon Room and Overflow Areas* *Vacuum Exhaust Cannot Be Release Insulation Blankets

Contract OPR 2023-0331 (IPWQ 5809-23)	Base Year Period	First Renewal
		4/1/2023 Through 3/31/2024
<p>"Vacuum Sand Services" Total Cost inclusive of tax (Reference Page 2, Pricing Pages PW ITB 5097-19 Document) Bidder shall provide an "all inclusive" bid price inclusive of all labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary. All Inclusive" bid price should have incorporated all travel, lodging cost per https://www.gsa.gov/travel/plan-book/gsa-lodging, per diem per https://www.gsa.gov/travel/plan-book/per-diem-rates.</p>	\$17,075.94	\$17,587.94
<p>"Water Wash Air Cooled Condensers" Total Cost inclusive of tax (Reference Page 3, Pricing Pages PW ITB 5097-19 Document) Bidder shall provide an "all inclusive" bid price inclusive of all labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary. All Inclusive" bid price should have incorporated all travel, lodging cost per https://www.gsa.gov/travel/plan-book/gsa-lodging, per diem per https://www.gsa.gov/travel/plan-book/per-diem-rates.</p>	\$21,745.50	\$22,397.50
<p>"Vacuum Sump and Water Jet Transfer Line In The Ash House" Total Cost inclusive of tax (Reference Page 4, Pricing Pages PW ITB 5097-19 Document) Bidder shall provide an "all inclusive" bid price inclusive of all labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary. All Inclusive" bid price should have incorporated all travel, lodging cost per https://www.gsa.gov/travel/plan-book/gsa-lodging, per diem per https://www.gsa.gov/travel/plan-book/per-diem-rates.</p>	\$3,316.60	\$3,415.60
<p>"Vacuum Carbon Room and Overflow Areas (Coordinated with Boiler Outage)" Total Cost inclusive of tax (Reference Page 5, Pricing Pages PW ITB 5097-19 Document) Bidder shall provide an "all inclusive" bid price inclusive of all labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary. All Inclusive" bid price should have incorporated all travel, lodging cost per https://www.gsa.gov/travel/plan-book/gsa-lodging, per diem per https://www.gsa.gov/travel/plan-book/per-diem-rates.</p>	\$3,558.85	\$3,664.85
<p>"Vacuum Scale Pits" Total Cost inclusive of tax (Reference Page 6, Pricing Pages PW ITB 5097-19 Document) Bidder shall provide an "all inclusive" bid price inclusive of all labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary. All Inclusive" bid price should have incorporated all travel, lodging cost per https://www.gsa.gov/travel/plan-book/gsa-lodging, per diem per https://www.gsa.gov/travel/plan-book/per-diem-rates.</p>	\$3,558.85	\$3,664.85

<p>Big Sky Industrial 9711 W. Euclid, Spokane WA 99224</p>	NAME	Brian Rochelle
<p>Brian Rochelle Phone 509 953 1213 brian@bigsky.pro</p>	SIGNATURE	Brian J Rochelle
	DATE	1/4/24

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 02/26/2024**Committee Agenda type:** Consent**Date Rec'd**

2/13/2024

Clerk's File #

OPR 2022-0168

Renews #**Cross Ref #****Council Meeting Date:** 03/11/2024**Submitting Dept**

SOLID WASTE DISPOSAL

Project #**Contact Name/Phone**

DAVID PAINE 625-6878

Bid #

PW ITB 5537-21

Contact E-Mail

DPAINE@SPOKANECITY.ORG

Requisition #

CR 26025

Agenda Item Type

Contract Item

Council Sponsor(s)

BWILKERSON JBINGLE KKLITZKE

Agenda Item Name

4490 CONTRACT RENEWAL FOR SCAFFOLDING SERVICES

Agenda Wording

Contract renewal with BrandSafway Services, LLC (Spokane Valley, WA) for scaffolding services at the Waste to Energy Facility from 4/1/24-3/31/25 and a total cost not to exceed \$750,000.00 plus tax.

Summary (Background)

During scheduled and emergency outages at the facility, scaffolding must be placed in the boilers to allow safe access for repairs. On Jan. 10, 2022 bidding closed on PW ITB 5537-21 for these services and BrandSafway Services, LLC was the only respondent. The initial contract was for one year with the option of four (4) additional one-year renewals. This will be the second renewal.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 750,000.00

Current Year Cost \$ 750,000.00

Subsequent Year(s) Cost \$ 0

Narrative

This is an annual operating and maintenance expense that was planned for in the 2024 Solid Waste Disposal budget.

Amount**Budget Account**

Expense \$ 750,000.00

4490-44100-37148-54803-34002

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	AVERYT, CHRIS
<u>Division Director</u>	FEIST, MARLENE
<u>Accounting Manager</u>	ALBIN-MOORE, ANGELA
<u>Legal</u>	HARRINGTON,
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>PURCHASING</u>	PRINCE, THEA

Distribution List

Jorge Torres, jtorres4@brandsafway.com	mdorgan@spokanecity.org
jsalstrom@spokanecity.org	tprince@spokanecity.org
rrinderle@spokanecity.org	

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	February 26, 2024
Submitting Department	Solid Waste Disposal
Contact Name	David Paine
Contact Email & Phone	dpaine@spokanecity.org , 625-6878
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Contract renewal for scaffolding services at the Waste to Energy Facility
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>During scheduled and emergency outages at the WTE, scaffolding must be placed in the boilers to allow safe access for repairs.</p> <p>*use the Fiscal Impact box below for relevant financial information</p> <p>On Jan. 10, 2022 bidding closed on PW ITB 5537-21 for these scaffolding services and BrandSafway Services, LLC., of Spokane Valley, was the only bidder. The initial contract award was for one year, from Apr. 1, 2022 through March 31, 2023, with the option of four (4) additional one-year renewals. This will be the second renewal from April 1, 2024 through March 31, 2025 with a cost not to exceed \$750,000.00 plus tax.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$750,000.00 plus tax</u></p> <p> Current year cost: \$750,000.00 plus tax</p> <p> Subsequent year(s) cost:</p> <p>Narrative: <u>This is an annual operating and maintenance expense that was planned for in the 2024 Solid Waste Disposal budget.</u></p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Program revenue</p> <p>Is this funding source sustainable for future years, months, etc? Yes</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impacts (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> • What impacts would the proposal have on historically excluded communities? <ul style="list-style-type: none"> 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 project is specifically designed to assist low-income residents get caught up on their City utility bills. 	

- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?
N/A
- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?
Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.
- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?
This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

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



City of Spokane
CONTRACT RENEWAL
2 of 4
Title: SCAFFOLDING SERVICES FOR SCHEDULED
OUTAGES AND EMERGENCY OUTAGES

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **BRANDSAFWAY SERVICES, LLC**, whose address is 6206 East Trent Avenue, building No. 3, Suite A, Spokane, Washington 99212 as (“Contractor”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to perform Scaffolding Services for Scheduled Outages and Emergency Outages for the City; and

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

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

1. CONTRACT DOCUMENTS.

The original Contract, dated March 17, 2022, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE TERM.

This Contract Renewal shall become effective on April 1, 2024 and shall run through March 31, 2025.

3. COMPENSATION.

The City shall pay an estimated maximum annual cost not to exceed **SEVEN HUNDRED FIFTY THOUSAND AND 00/100 (\$750,000.00)**, plus tax, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

4. DEBARMENT AND SUSPENSION.

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

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

BRANDSAFWAY SERVICES, LLC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:
Certificate of Debarment

24-013

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

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

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

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

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

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

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

<hr/> 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)



CITY OF SPOKANE - WTEF 2900 S GEIGER BLVD SPOKANE, WA 99224-5400
 PHONE 509 625 6527

OPR 2022-0168 Scaffolding Services		Base Period	1st Renewal	2nd Renewal
		4/1/2022 Through 3/31/2023	4/1/2023 Through 3/31/2024	4/1/2024 Through 3/31/2025
Item		Firm, Fixed Price	Firm, Fixed Price	Firm, Fixed Price
Set up/mobilization/demobilization cost		\$3,850.00	\$4,042.50	\$4,184.00
Hourly rate per Journeyman Scaffolder				
Standard Time		\$81.00	\$84.24	\$87.19
Overtime:		\$106.00	\$110.24	\$114.10
Double Time:		\$134.25	\$139.62	\$144.51
Hourly rate Scaffolder				
Standard Time		\$73.25	\$76.18	\$78.85
Overtime:		\$97.75	\$101.66	\$105.22
Double Time:		\$126.00	\$131.04	\$135.63
Stand by time cost (if any)		N/A - Local Branch in Spokane 2.5 hour response time	N/A - Local Branch in Spokane 2.5 hour response time	N/A - Local Branch in Spokane 2.5 hour response time
Other cost (please explain)		\$66 per day per man per diem, hotel cost plus 5% for traveler only *If applicable.	\$68.50 per day per man per diem, hotel cost plus 5% for traveler only *If applicable.	\$70.00 per day per man per diem, hotel cost plus 5% for traveler only *If applicable.
BrandSafway Services, LLC 1523 Hillsboro Ave Pasco, WA 99301 Jordan Rada JRada@brandsafway.com Ryan Ricard RRichard@brandsafway.com Lori Scott LScott@brandsafway.com 509 534 2730		Base Pricing was per BrandSafway Services response to PW ITB 5537-21	NAME	Jordan Rada
			SIG NATURE	<i>Jordan Rada</i>
			DATE	01.04.23

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 02/26/2024**Committee Agenda type:** Consent**Date Rec'd**

2/13/2024

Clerk's File #

OPR 2023-0026

Renews #**Cross Ref #****Council Meeting Date:** 03/11/2024**Submitting Dept**

SOLID WASTE DISPOSAL

Project #**Contact Name/Phone**

DAVID PAINE 625-6878

Bid #

IPWQ 5678-22

Contact E-Mail

DPAINE@SPOKANECITY.ORG

Requisition #

CR 26022

Agenda Item Type

Contract Item

Council Sponsor(s)

BWILKERSON JBINGLE KKLITZKE

Agenda Item Name

4490 CONTRACT RENEWAL FOR ANNUAL HVAC SERVICES

Agenda Wording

Contract renewal 1 of 4 with McKinstry Co., LLC (Spokane, WA) for HVAC services at the Waste to Energy Facility from 3/1/24-2/28/25 with an annual spend not to exceed \$90,000.00 plus tax.

Summary (Background)

The Waste to Energy Facility utilizes HVAC systems in all areas of the plant as well as the Administration Building. This equipment requires quarterly inspections and as-needed repairs to maintain safe operation of the facility and equipment. On December 21, 2022, bidding closed on IPWQ 5678-22 for these services. McKinstry was the low-cost bidder and awarded a one year contract, with the possibility of four (4) additional one-year renewals. This will be the first renewal.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 90,000.00

Current Year Cost \$ 90,000.00

Subsequent Year(s) Cost \$ 0

Narrative

This is an annual operating and maintenance expense that was planned for in the 2024 Solid Waste Disposal budget.

Amount**Budget Account**

Expense \$ 90,000.00

4490-44100-37148-54803-34002

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	February 26, 2024
Submitting Department	Solid Waste Disposal
Contact Name	David Paine
Contact Email & Phone	dpaine@spokanecity.org , 625-6878
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Contract renewal for HVAC Services at the Waste to Energy Facility
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The Waste to Energy Facility utilizes HVAC systems in all areas of the plant as well as the Administration Building. This equipment requires quarterly inspections and as-needed repairs to maintain safe operation of the facility and equipment.</p> <p>On December 21, 2022, bidding closed on IPWQ 5678-22 for scheduled and unscheduled maintenance to the HVAC systems at the Waste to Energy Facility. McKinstry was the low-cost bidder and awarded a one year contract, with the possibility of four (4) additional one-year renewals. This will be the first renewal with an estimated annual spend not to exceed \$90,000.00 plus tax.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$90,000.00 plus tax</u></p> <p> Current year cost: \$30,000.00 plus tax</p> <p> Subsequent year(s) cost:</p> <p>Narrative: <u>This is an annual maintenance expense that was planned for in the 2024 SWD Budget.</u></p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Program revenue</p> <p>Is this funding source sustainable for future years, months, etc? Yes</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impacts (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> • 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 project is specifically designed to assist low-income residents get caught up on their City utility bills. 	

- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?
N/A
- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?
Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.
- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?
This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

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



City of Spokane
CONTRACT RENEWAL
1 OF 3
PREVENTATIVE MAINTENANCE AGREEMENT

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **McKINSTRY CO., LLC**, whose address is 601 East Riverside Avenue, Suite 510, Spokane, Washington, 99202 as (“Contractor”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to provide Annual HVAC Services - Scheduled and Unscheduled preventative Maintenance located at the Waste to Energy Facility; and

WHEREAS, the initial contract provided for three (3) additional one (1) year renewals, with this being the first of those renewals.

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

1. CONTRACT DOCUMENTS.

The original Contract, dated January 18, 2023 and January 19, 2023, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Renewal shall become effective on March 1, 2024 and shall run through February 28, 2025.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **NINETY THOUSAND AND NO/100 DOLLARS (\$90,000.00)**, plus applicable sales tax, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

4. DEBARMENT AND SUSPENSION.

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

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

McKINSTRY CO., LLC

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Attachment A – Certification Regarding Debarment

24-022

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

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

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

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

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



CITY OF SPOKANE - WTEF
 2900 S GEIGER BLVD
 Spokane, WA 99224-5400
 Phone 509 625 6527

Annual HVAC Services - WTEF Scheduled and Unscheduled- PW Maint - On Call

Service Contract OPR 2023-0026	Base Year Period	First Option
	3/1/2023 Through 2/29/2024	3/1/2024 Through 2/28/2025

Scheduled Service:	Scheduled Service: Quarterly/Preventative Maintenance inclusive of all labor, travel, material cost (to include but not limited to filters, belts, gaskets, oils, lubricants) to perform all required Quarterly/Preventative Maintenance requirements that for a 12 month period. Enter all-inclusive YEARLY COST for the 12-month period to be incurred here. Cost should not include tax.	YEARLY COST for the 12-month	YEARLY COST for the 12-month period to be
		\$12,506.00	\$ 23,886.25

Unscheduled Service:	Cost per Unscheduled Service Call. Thirty-four (34) unscheduled calls are estimated for a 12-month period, with 4 being emergency calls and 30 being non-emergency calls. Enter the Travel Cost to be incurred per-an-individual call out.	Estimated Quantity More Or Less	Straight Rate		Straight Rate	
		34	\$130	\$4,420	\$135	\$4,590

Unscheduled Service:	Percentage Markup for unscheduled service will remain unchanged throughout the life of the contract and any renewals.	Estimated Quantity More Or Less	25%		25%		
		Straight Time Rate	150	\$130.00	\$19,500.00	\$ 135	\$ 20,250
		Overtime Rate	50	\$195.00	\$9,750.00	\$ 202.50	\$ 10,125
		Emergency Work Rate	16	\$260.00	\$4,160.00	\$ 270	\$ 4,320
		Holiday Rate		\$260.00		\$ 270	

Subtotal	\$50,336.00	\$ 63,171.25
Applicable Tax	\$4,530.24	\$
Extended Total	\$54,866.24	\$

Kiel Hutchinson Account Executive -- Construction (208) 446-4500	Base Year Pricing Per McKinstry bid response to IPWQ 5678-22	NAME: Kiel Hutchinson
		SIGNATURE:
		DATE: 1/18/2024

DocuSign:
 Paul Steinheiser
 Phone 206 391 1673
paulst@mckinstry.com

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 02/26/2024**Committee Agenda type:** Consent**Date Rec'd**

2/13/2024

Clerk's File #

OPR 2020-0341

Renews #**Cross Ref #****Council Meeting Date:** 03/11/2024**Submitting Dept**

SOLID WASTE DISPOSAL

Project #**Contact Name/Phone**

DAVID PAINE 625-6878

Bid #

PW ITB 5238-20

Contact E-Mail

DPAINE@SPOKANECITY.ORG

Requisition #

CR 26021

Agenda Item Type

Contract Item

Council Sponsor(s)

BWILKERSON JBINGLE KKLITZKE

Agenda Item Name

4490 CONTRACT AMENDMENT FOR BOILERMAKER SERVICES

Agenda Wording

Contract amendment with Helfrich Brothers Boiler Works, Inc. (Lawrence, MA) for boilermaker services at the Waste to Energy Facility from 4/1/23-3/31/24 for an additional \$500,000 and a total annual cost of \$2,351,000.00 including tax.

Summary (Background)

Each year two scheduled outages are performed at the facility to repair or replace worn components in the boilers. Helfrich Brothers Boiler Works, Inc. was awarded a two year contract with three one-year renewals for these services based on their response to PW ITB 5238-20. The contract is currently on the second of the three renewals. Due to unanticipated work needed in 2023, an additional \$500,000.00 is needed for work planned through the end of the contract term ending on 4/1/24.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 2,351,000.00

Current Year Cost \$ 500,000.00

Subsequent Year(s) Cost \$

Narrative

This is an annual operating and maintenance expense. The additional funds needed for this contract will be offset by adjustments to other planned maintenance in 2024.

Amount**Budget Account**

Expense \$ 500,000.00

4490-44100-37148-54803

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	AVERYT, CHRIS
<u>Division Director</u>	FEIST, MARLENE
<u>Accounting Manager</u>	ALBIN-MOORE, ANGELA
<u>Legal</u>	HARRINGTON,
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>PURCHASING</u>	PRINCE, THEA

Distribution List

Dennis Lincoln, dlincoln@hbbwinc.com	mdorgan@spokanecity.org
jsalstrom@spokanecity.org	tprince@spokanecity.org
rrinderle@spokanecity.org	

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	February 26, 2024
Submitting Department	Solid Waste Disposal
Contact Name	David Paine
Contact Email & Phone	dpaine@spokanecity.org , 625-6878
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Contract amendment for boilermaker services at the Waste to Energy Facility
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>Each year, two scheduled outages on each of the two boilers at the Waste to Energy facility are performed to repair or replace worn components and at times, emergency services are required when failures occur in between outages. Without these repairs and maintenance, the boilers would be unable to continue uninterrupted operation.</p> <p>On March 2, 2020 two responses were received for PW ITB 5238-20 for these services; New England Mechanical Overlay of Pittsfield, NH and Helfrich Brothers Boiler Works, Inc., of Lawrence, MA. Helfrich Brothers Boiler Works, Inc. was the lowest cost bidder.</p> <p>The initial contract was for two years from April 1, 2020 through March 31, 2022 with the option to extend for three (3) additional one-year periods. The contract is currently on the second of the three renewals from April 1, 2023 through March 31, 2024 with a cost not to exceed \$1,851,000.00 including tax. Due to unanticipated work needed in 2023, an additional \$500,000.00 is needed for work planned through the end of the contract term.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$2,351,000.00 incl. tax</u></p> <p> Current year cost: \$500,000.00 incl. tax</p> <p> Subsequent year(s) cost:</p> <p>Narrative: <u>This is an annual operating and maintenance expense. The additional funds needed for this contract will be offset by adjustments to other planned maintenance in 2024.</u></p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Program revenue</p> <p>Is this funding source sustainable for future years, months, etc? Yes</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impacts (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> • 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 project is specifically designed to assist low-income residents get caught up on their City utility bills.

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

N/A

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

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

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

Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

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

Council Subcommittee Review

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

N/A



City of Spokane
CONTRACT AMENDMENT
Title: BOILERMAKER SERVICES

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **HELFRICH BROTHERS BOILER WORKS, INC.**, whose address is 39 Merrimack Street, Lawrence, MA 01843 , as "Contractor", individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the Contractor agreed to provide Boilermaker Services for Scheduled Outages, Super Heater Pendant Replacements and Emergency Service; and

WHEREAS, additional funds are necessary to pay for unanticipated work, thus the original Contract needs to be formally Amended by this written document; and

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

1. CONTRACT DOCUMENTS.

The original Contract, dated March 16, 2020 and April 4, 2020, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on April 1, 2023 and shall run through March 30, 2024.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00)**, for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

HELFRICH BROTHERS BOILER WORKS, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 02/26/2024**Committee Agenda type:** Consent**Date Rec'd**

2/14/2024

Clerk's File #**Renews #****Cross Ref #****Council Meeting Date:** 03/11/2024**Submitting Dept**

WASTEWATER MANAGEMENT

Project #**Contact Name/Phone**

MEGHAN 509-496-1766

Bid #

IRFP 5941-23

Contact E-Mail

MHAVKO@SPOKANECITY.ORG

Requisition #

CR 26037

Agenda Item Type

Contract Item

Council Sponsor(s)

BWILKERSON JBINGLE KKLITZKE

Agenda Item Name

4330 - STORMWATER, MEDIA SERVICES CONTRACT FOR STORMWATER

Agenda Wording

4330 - Stormwater, Media services contract with Rogue Heart Media for Stormwater public education and outreach

Summary (Background)

Informal Request for Proposal #5941-23 was issued in July 2023 to more than ninety firms. Four proposals were received. The evaluation committee recommended award to Rogue Heart Media after thorough evaluation and reference checks. Stormwater education, alongside Water Wise Spokane programs, have been created to support efforts to comply with permit requirements within Phase II regulations for designating small municipal separate storm sewer systems (MS4s).

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 75,000

Current Year Cost \$ 75,000

Subsequent Year(s) Cost \$

Narrative

Funding for this contract is available in the Stormwater budget

Amount**Budget Account**

Expense \$ 75,000

4330-43354-35148-54201

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	GENNETT, RAYLENE
<u>Division Director</u>	FEIST, MARLENE
<u>Accounting Manager</u>	ALBIN-MOORE, ANGELA
<u>Legal</u>	HARRINGTON,
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>PURCHASING</u>	NECHANICKY, JASON

Distribution List

Megan Kennedy - megan@rogueheartmedia.com	sspence@spokanecity.org
kbrooks@spokanecity.org	mmurray@spokanecity.org
Tax & Licenses	mhavko@spokanecity.org
mldowdon@spokanecity.org	

Committee Briefing Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	02/26/2024
Submitting Department	Stormwater
Contact Name	Meghan Havko
Contact Email & Phone	mhavko@spokanecity.org
Council Sponsor(s)	<u>CP</u> Bingle, Wilkerson, Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	MEDIA SERVICES CONTRACT FOR STORMWATER PUBLIC EDUCATION & OUTREACH
Proposed Council Action	<input type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Informal Request for Proposals #5941-23 was issued in July of 2023 to more than 90 firms. Four proposals were received: the evaluation committee correspondingly recommended award to Rogue Heart Media after thorough evaluation and reference checking.</p> <p>Stormwater education, alongside Water Wise Spokane programs, have been created to support efforts to comply with permit requirements within phase II regulations for designating small municipal separate storm sewer systems (MS4s). These MS4 education and outreach requirements are a necessary component of the Washington State Department of Ecology and must be reported on a yearly basis. The three mandatory audience focal points are businesses, general public, and contractors/construction. Cross collaboration amongst the Water Department, Sewer Maintenance, Stormwater, and Wastewater Department ensures streamlined messaging and visuals for Water Wise Spokane brand recognition.</p> <p>The contractor will work with City staff to implement strategic public education and awareness campaigns. The work includes, but is not limited to, production of legacy media content for the City of Spokane website (program and department videos, video curriculum, etc.), promotional strategy, program development and reporting support.</p>
Fiscal Impact Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$75,000.00</u> Current year cost: \$75,000.00 Subsequent year(s) cost: \$75,000.00 Narrative: <u>Funding for this contract is available in the stormwater section of the Sewer Maintenance Department budget.</u> Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Select Funding Source* Is this funding source sustainable for future years, months, etc? Yes Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A	

Other budget impacts: (revenue generating, match requirements, etc.)
Operations Impacts (If N/A, please give a brief description as to why)
<p>What impacts would the proposal have on historically excluded communities?</p> <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. When necessary, translation services will be rendered. This item supports the operations of Public Works.</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>N/A – This work is designed to manage costs and continue service delivery in support of all citizens and taxpayers. It will not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.</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>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.</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>This work is consistent with annual budget strategies to limit costs and approved projects in the SAP.</p>



City of Spokane
PERSONAL SERVICE AGREEMENT
Title: **WATER STEWARDSHIP EDUCATION CAM-
PAIGN SERVICES**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **ROGUE HEART MEDIA INC.**, whose address is 2916 North Monroe Street, Spokane, Washington 99205 as (“Company”), individually hereafter referenced as a “party”, and together as the “parties”.

The parties agree as follows:

1. PERFORMANCE.

The Company shall provide Water Stewardship Media Campaign Services, in accordance with IRFP 5941-23, and Company’s Response dated July 21, 2023, which is attached as Exhibit B. In the event of a conflict between these documents and this City Contract, the terms of this contract will control.

2. TERM OF AGREEMENT.

The term of this Agreement begins on February 14, 2024, and shall run through February 13, 2025, unless amended by written agreement or terminated earlier under the provisions of this Agreement. This Agreement may be renewed by agreement of the parties not to exceed four (4) additional one (1) year contract period.

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)**, and applicable tax, for everything furnished and done under this Agreement. This is an optional use contract. Services by the Company are provided on an as-needed basis upon request in accordance with the terms of the Contract documents. Only the services requested, received and accepted will be paid for by the City.

The Company shall submit its applications for payment to Spokane Wastewater Management, 909 East Sprague Avenue, Spokane, Washington 99202. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company’s application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

4. TAXES, FEES AND LICENSES.

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

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

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

5. CITY OF SPOKANE BUSINESS LICENSE.

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

6. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

7. INDEMNIFICATION.

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

8. INSURANCE.

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

- A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, 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 forty-five (45) 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 forty-five (45) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

10. DEBARMENT AND SUSPENSION.

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

11. AUDIT.

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

12. ASSIGNMENT AND SUBCONTRACTING.

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

13. TERMINATION.

Either party may terminate this Agreement, with or without cause, by sixty (60) days written notice to the other party. In the event of such termination, the City shall pay the Company for all work previously authorized and performed prior to the termination date.

14. STANDARD OF PERFORMANCE.

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

15. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

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

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

16. ANTI KICK-BACK.

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

17. MISCELLANEOUS PROVISIONS.

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

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

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

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

ROGUE HEART MEDIA INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:
Exhibit A – Certificate Regarding debarment
Exhibit B – Company’s Response to IRFP dated July 21, 2023

EXHIBIT A

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

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

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

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

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

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

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

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

EXHIBIT B



< Business Lookup

License Information:

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

Entity name: ROGUE HEART MEDIA SPC

Business name: ROGUE HEART MEDIA INC.

Entity type: [Profit Corporation](#)

UBI #: 603-396-687

Business ID: 001

Location ID: 0001

Location: Active

Location address: 2916 N MONROE ST
SPOKANE WA 99205-3359

Mailing address: 2916 N MONROE ST
SPOKANE WA 99205-3359

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

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

Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Spokane Certified B Corporation				Active	Mar-31-2024	Nov-04-2014

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

Governing people	Title
SCHUYLER KENNEDY, MEGAN	

The Business Lookup information is updated nightly. Search date and time: 2/14/2024 6:43:41 AM





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/26/2023

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

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

PRODUCER North Town Insurance 5727 N Division St Spokane, WA 99208	CONTACT NAME: Joe Armand PHONE (A/C, No, Ext): (509)483-3030 E-MAIL ADDRESS: joseph@northtowninsurance.com	FAX (A/C, No): (509)413-0900	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Rogue Heart Media SPC. 2916 N Monroe St Spokane, WA 99205	INSURER A: Ohio Security Insurance Company 24082		24082
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 95954673-63566

REVISION NUMBER: 8


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		BZS63806299	09/21/2023	09/21/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A	BZS63806299	09/21/2023	09/21/2024	PER STATUTE	STOP GAP
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

Media, Video, and Photography operations.

CERTIFICATE HOLDER**CANCELLATION**

City of Spokane 808 W Spokane Falls Blvd Spokane, WA 99201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  (JJA)
---	--

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**Agenda Sheet for City Council:****Committee:** PIES **Date:** 02/26/2024**Committee Agenda type:** Consent**Date Rec'd**

2/13/2024

Clerk's File #**Renews #****Cross Ref #****Council Meeting Date:** 03/11/2024**Submitting Dept**

CITY ATTORNEY

Project #**Contact Name/Phone**

TIMOTHY 6218

Bid #**Contact E-Mail**

TSZAMBELAN@SPOKANECITY.ORG

Requisition #**Agenda Item Type**

First Reading Ordinance

Council Sponsor(s)

BWILKERSON JBINGLE KKLITZKE

Agenda Item Name

0500 ZIPLY FIBER LLC FRANCHISE

Agenda Wording

An ordinance granting Ziplly Fiber LLC a franchise agreement to operate telecommunications operations in the City's right of way. The term of the franchise is 10 years.

Summary (Background)

Zipty Fiber Pacific will focus in areas of the city where utilities are underground and have no option other than directional boring exists to place new fiber facilities. Zipty Wireless would use the Zipty Fiber Pacific Fiber to place wireless access points to provide high speed broadband connectivity (100/20 Mbps or higher). One of Zipty Fiber Pacific subsidiaries is Wholesail Networks, LLC, which has a current franchise agreement with the City of Spokane.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

Narrative**Amount****Budget Account**

Select

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head		Additional Approvals	
Division Director	PICCOLO, MIKE		
Accounting Manager	BUSTOS, KIM		
Legal	SCHOEDEL, ELIZABETH		
For the Mayor	PICCOLO, MIKE		

Distribution List

Jessica.epley@zply.com	kbustos@spokanecity.org
Msloon@spokanecity.org	mfeist@spokanecity.org
lmartinez@spokanecity.org	kbustos@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Legal
Contact Name	Tim Szambelan
Contact Email & Phone	tszambelan@spokanecity.org (509) 625-6218
Council Sponsor(s)	CP President Betsy Wilkerson, CM Jonathan Bingle and CM Kitty Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Ziplay Fiber Pacific Franchise
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Ziplay Fiber Pacific is a competitive telecommunications carrier that would like to extend their existing fiber optic network to serve the businesses and residents of Spokane. Ziplay Fiber LLC is registered with the WUTC as a competitive telecommunications company and is a Washington limited liability company whose home office is 135 Lake Street South, Suite 155, Kirkland, WA 98033.</p> <p>Ziplay Fiber Pacific will focus In areas of the city where utilities are underground and have no option other than directional boring exists to place new fiber facilities. Ziplay Wireless would use the Ziplay Fiber Pacific Fiber to place wireless access points to provide high speed broadband connectivity (100/20 Mbps or higher). One of Ziplay Fiber Pacific subsidiaries is Wholesail Networks, LLC, which has a current franchise agreement with the City of Spokane.</p> <p>The term of the franchise is 10 years.</p> <p>Possible utility tax revenue.</p>
Proposed Council Action	Approve
Fiscal Impact	
Total Cost: <u>No Fiscal Impact to the City of Spokane. Could receive utility tax.</u>	
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 type="checkbox"/> Recurring	
Specify funding source: No expenditure to the City of Spokane. The City may collect utility tax.	
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts Obtaining Obstruction Permits for the installation of fiber.	
What impacts would the proposal have on historically excluded communities? No known impacts.	
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? Permits will be issued for work in the public right of way.	

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? There will be review/oversight by city individuals for the permits issued for the work in the public right of way.

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 proposed franchise is in compliance with right of way policies and the Spokane Municipal Code.

ZIPLY FIBER LLC
TELECOMMUNICATIONS (NONCABLE) FRANCHISE

Ordinance No. C-_____

An ordinance granting a non-exclusive franchise to use the public right-of-way to provide noncable telecommunications service to the public to Ziplly Fiber LLC., subject to certain conditions and duties as further provided.

THE CITY OF SPOKANE DOES ORDAIN:

- Section 1. Definitions
- Section 2. Parties, grant
- Section 3. Limits on permission
- Section 4. Effective Date, Term
- Section 5. General provisions
- Section 6. Plans; Locate, Relocate
- Section 7. Grantee to restore affected areas
- Section 8. Information, good engineering, inspections
- Section 9. Limited access, no obstruction, accommodation
- Section 10. Undergrounding
- Section 11. Facilities for City Use
- Section 12. Liability; No duty
- Section 13. Insurance
- Section 14. Taxes, fees
- Section 15. Franchise administration
- Section 16. Additional

Section 1. Definitions

"City" means the City of Spokane and its legal successors.

"Administering officer" is the designee of the Mayor who administers this Franchise.

"Cable television service" means the one-way transmission to subscribers of video programming and other programming service and subscriber interaction, if any, that is required for the selection or use of the video programming or other programming service.

"Facilities" means the equipment, fixtures and appurtenances necessary for Grantee to furnish and deliver telecommunications services as provided in the Franchise. It includes poles, antennas, transmitters, receivers, equipment boxes, backup power supplies, power transfer switches, electric meters, coaxial cables, fiber optic cables, wires and conduits and related materials and equipment, but not above ground pedestals or other special installations in the Public right-of-way absent written permission of the Administering officer.

"Municipal infrastructure" means the road bed and road area, street and sidewalk paving, curbing, utility easements (unless there are relevant use, structure or other restrictions), associated drainage facilities, combined sewer tanks, bike paths and other construction or improvements pertaining to public travel. It further includes municipal water and sewer lines or other municipal utility facilities, as well as municipal traffic signal, street lighting and communications facilities in the right-of-way or other areas or easements open for municipal use. It further includes skywalks, street trees, plants, shrubs, lawn and other ornamental or beautification installations owned by the City in the right-of-way or other ways open for public travel or municipal use, and accepted for municipal management or control as such. The definition is intended to encompass any municipal physical plant, fixtures, appurtenances or other facilities located in or near the right-of-way or areas or easements opened and accepted for municipal use.

"Public right-of-way" or "right-of-way" means land acquired by or dedicated to the City for public roads and streets, but does not include state highways; land dedicated for roads, streets, and highways not opened and not improved for motor vehicle use by the public; structures, including poles and conduits, located within the right-of-way; federally granted trust lands or forest board trust lands; lands owned or managed by the state parks and recreation commission; or federally granted railroad rights-of-way acquired under 43 U.S.C. 912 and related provisions of federal law that are not open for motor vehicle use.

"Telecommunications service" means the transmission of information by wire, radio, optical cable, electromagnetic, or other similar means for hire, sale, or resale to the general public. For the purpose of this definition, "information" means knowledge or intelligence represented by any form of writing, signs, signals, pictures, sounds, or any other symbols. For purposes of this definition, "telecommunications service" excludes the over-the-air transmission of broadcast television or broadcast radio signals and "cable service" as defined in 42 USC 522 (5) or other distribution of multichannel video programming.

Section 2. Parties, grant

A. This is a Franchise agreement between the City of Spokane as Grantor, hereafter also "City", and Ziplly Fiber LLC., as Grantee, hereafter also "Grantee". Grantee is registered with the WUTC as a competitive telecommunications company and is a Washington limited liability company whose home office is 135 Lake Street South, Suite 155., Kirkland WA 98033. Any notice sent hereunder to Grantee shall be sent, via certified mail, return receipt requested, or express carrier with notice deemed given upon receipt or first refusal, to:

Ziplly Fiber LLC.
135 Lake Street South, Suite 155
Kirkland, WA 98033

Email: Legal@ziplly.com

Any contact necessary for effectuating this Franchise or any logistics hereunder shall be made to: email: legal@ziply.com

Any notice sent hereunder to the City shall be sent, via certified mail, return receipt requested, or express carrier with notice deemed given upon receipt or first refusal, to:

City of Spokane
808 West Spokane Falls Boulevard
Spokane, WA 99201
Attention: City Clerk's Office

With a copy to:
City of Spokane
808 West Spokane Falls Boulevard
Spokane, WA 99201
Attention: City Attorney's Office

B. In return for promises made and subject to the stipulations and conditions stated, the City grants to Grantee general permission to enter, use, and occupy (including, but not limited to, permission to relocate, install, operate, maintain, replace, relocate, excavate, repair, reinstall, restore and upgrade fiber optic cable, small cell devices) the Public right-of-way, to locate Facilities to provide telecommunications service to the public in the City of Spokane and/or to transport telecommunications services through the City and for no other purpose. This grant expressly does not include permission to use the Public right-of-way for cable service or cable television service. The grant is by way of general permission to occupy the right-of-way, and not in place of specific location permits. In accepting this Franchise, Grantee stipulates and agrees to the City's authority to issue and require the Franchise and stipulates and agrees to the other terms and conditions hereof.

Section 3. Limits on Permission

A. Should the City determine Grantee is using the Franchise beyond its purpose set forth in Section 2B above, or functioning as a cable operator or performing other business functions beyond the scope of permission extended in the Public right-of-way, the City reserves the right to cancel this Franchise and require Grantee to follow any applicable requirements to obtain a cable franchise or other franchise from the City.

B. Permission granted is in the nature of a quitclaim of any interest or authority the City has to make the grant, without warranty of authority by the City to the Grantee. It does not extend beyond the right-of-way, to areas such as buildings or private areas not reserved for general utility access. Grantee is solely responsible to make its own arrangements for any access needed to such places. Permission granted is nonexclusive. Grantee stipulates that the City may grant similar permission to others, provided that any such use by others does not unreasonably interfere with Grantee's use and placement of its Facilities in any right-of-way. The City additionally reserves the right to engage in any lawful municipal function, whether or not including any line of business engaged in by Grantee.

C. The grant of permission from the City does not extend to municipal buildings or other municipally owned or leased structures or premises held in a proprietary or ownership capacity. For such locations, Grantee should make specific written lease arrangements directly with the municipal department controlling such building or other structure or area, all arrangements to be approved in accord with applicable requirements.

Section 4. Effective Date, Term

This Franchise is effective as of the effective date of the Ordinance ("Effective Date"); PROVIDED, that it shall not be effective unless and until the written acceptance of this ordinance by the Grantee, signed by its proper officers, shall be filed with the City Clerk within thirty (30) days of enactment. It expires at midnight ten (10) years thereafter. This does not affect the City's right to revoke the Franchise for cause, abandonment, or because of breach of any material promise, condition or stipulation stated herein.

Section 5. General Provisions

A. Grantee is and will remain in good standing as a limited liability company registered to do business in the State of Washington, and pay all taxes or fees applicable thereto. Grantee will maintain a public telephone number 24 hours a day, seven days a week for the City's access, personally staffed at least during normal business hours. The Grantee will notify the City within five business days if Grantee's contact information changes.

B. Grantee will coordinate its activities with other utilities and users of permitted areas to avoid unnecessary cutting, damage or disturbance to the Public right-of-way and other permitted areas, and to conduct its planning, design, installation, construction and repair operations to maximize the life and usefulness of the paving and municipal infrastructure. Grantee agrees that its uses in franchised areas are fully subordinate to Municipal infrastructure needs and uses, the general public travel and access uses and the public convenience, except as may be otherwise required by law. Grantee promises to minimize or avoid any hazard, danger or inconvenience to Municipal infrastructure needs and uses, public travel, and the public convenience.

C. Grantee will maintain membership with the Inland Empire Utility Coordinating Council (IEUCC) or other similar or successor organization designated to coordinate underground fixture locations and installations. Grantee is familiar with Ch. 19.122 RCW, Washington State's "Underground Utilities" statute. Grantee will familiarize itself with local procedures, custom and practice relating to the one-call locator service program, and will see to it that its contractors or others working in the right-of-way on Grantee's behalf are similarly well informed.

Section 6. Plans; Locate, Relocate

A. Grantee's plans for construction or installation shall be submitted to the Administering officer as requested under such advance notification as the Administering officer may reasonably require, with a copy of such plans to the City's ITSD Director, Developer Service Director, City Engineer, and any other information requested by the City. Grantee promises that all its installations shall be placed in the standard location for buried telecommunications fiber cable not to be less than (30) thirty inches below the paved surface or as determined by local regulation, custom and practice in effect on the date that permits or authorizations are issued for the applicable Facilities, or as designated by the Administering officer. In the event that cable is needed to be installed above ground, all above ground pedestals or other above ground structures besides telephone poles and related guide wire supports are subject to separate review and approval by the Administering officer, in addition to other Franchise requirements. If the location of the Grantee's facility is already occupied by City utilities the grantee is required to submit new plans showing the location that the Grantee will now be occupying. Grantee will not be considered to have breached the Franchise or acted in such a way as to terminate the Franchise if it reduces the amount of right-of-way occupied.

B. The City reserves the right to change, regrade, relocate, or vacate the Public right-of-way and/or skywalk over the right-of-way. If Grantee is required to relocate its cable, relocation costs incurred by Grantee will be reimbursed by the City and/or any other entity requiring the relocation or funding the project that is requiring the relocation, subject to the conditions set forth in Section 6. The City agrees to give Grantee preliminary notice of any such request ("initial notice date"). Grantee must submit design plans within sixty (60) days of an initial notice date, with relocation to be accomplished within one hundred and eighty (180) days of the initial notice date or thirty days of the City's final approval of Grantee's design plan, whichever is later. In addition, the City agrees to work with Grantee to give additional advance notice as may be reasonable under the circumstances or to extend additional time, considering the nature and size of the project and other factors. Upon expiration of the time limits specified, Grantee will relocate, remove, or reroute its Facilities, as ordered by the Administering officer. This provision prevails over others in the event of conflict or ambiguity. In case of emergency, the City will provide notice as soon as reasonably practicable, giving reasonable consideration also for Grantee's needs.

C. Under the provisions of RCW 35.99.060, the Administering officer may require Grantee to relocate its Facilities within the right-of-way, when reasonably necessary for construction, alteration, repair, or improvement of the right-of-way for purposes of public welfare, health, or safety. The same terms and timelines as exists in Section 6(B) shall apply for the relocation contemplated in this Section 6(C).

D. Grantee shall complete the relocation by the date specified by the Administering officer, unless extended by said official after a showing by Grantee that the relocation cannot be completed by the date specified using best efforts and meeting safety and service requirements. As provided in RCW 35.99.60, Grantee may not seek reimbursement for its relocation expenses from the City except for City requested

relocations:

1. Where Grantee has paid for the relocation cost of the same Facilities in the right-of-way at the request of the City within the past-five years, Grantee's share of the cost of relocation will be paid by the City when the City is requesting the relocation;
2. Where aerial to underground relocation of authorized Facilities in the right-of-way is required by the City, where Grantee has any ownership share of the aerial supporting structures, the additional incremental cost of underground compared to aerial relocation, or as provided for in the approved tariff if less, will be paid by the City requiring relocation; and
3. Where the City requests relocation in the right-of-way solely for aesthetic purposes, unless otherwise agreed to by the parties.
4. The parties agree that "relocation" refers to a permanent movement of Facilities required of Grantee by the City, and not a temporary or incidental movement of Facilities, such as a raising of lines to accommodate house moving and the like, or other revisions Grantee would accomplish without regard to Municipal request.

E. As provided by RCW 35.99.060, where a project is primarily for private benefit, the private party or parties shall reimburse the cost of relocation in the same proportion to their contribution to the costs of the project. Grantee understands however that the City has no obligation to collect such reimbursement and enforcement of any such rights shall be solely by Grantee. Upon stipulation of all parties, the Administering officer may arbitrate any dispute referenced in this subsection E or refer the matter to the Hearings Examiner, provided, costs of the same as may be assessed by the City shall be borne by the participants. Grantee is not otherwise precluded from recovering costs associated with relocation, consistent with applicable state or federal law, where it does not directly or indirectly create additional liability or expense to the City.

F. The Administering officer may require the relocation, adjustment or securing of Facilities at Grantee's expense at any location in the event of an unforeseen emergency that creates an immediate threat to the public safety, health, or welfare. Where the City determines to abandon or vacate any right-of-way or other permitted area, it is the Grantee's responsibility to resolve any question of Grantee's continued occupancy or use of such areas directly with the owner of such areas.

G. Grantee may be subject to SMC 17C.355A Wireless Communication Facilities. The Grantee is subject to all applicable zoning laws and requirements in effect on the date that the permits or authorizations are issued for the applicable Facilities, as permitted by law when installing Facilities in the Public right of way.

H. Grantee may be required to obtain a master lease agreement for attachment of telecommunications equipment or other facilities in the Public right of way.

I. The Grantor has the right to charge the Grantee site specific charges for placement of new facilities in the right of way and for the placement of wireless facilities or structures owned by the Grantor pursuant to RCW 35.21.860.

J. The Grantee will work with the City to provide access to conduit or other equipment the Grantee is placing in the public right of way when feasible.

Section 7. Grantee to Restore Affected Areas

Subject to Section 6 as it may apply, whenever Grantee damages or disturbs any location in or near the right-of-way or other permitted area, Grantee will promptly restore the same to original or better condition at its expense, as reasonably required by the Administering officer. Grantee will restore and patch all surfaces cut in accord with the City's generally applicable Pavement Cut Policy, on file with the Administering officer to maintain and preserve the useful life thereof. Any damage or disturbance to facilities, fixtures or equipment of the City or others shall be promptly repaired. Pavement restorations shall be maintained in good condition and repair by Grantee until such time as the area is resurfaced or reconstructed. If Grantee fails or delays for more than thirty (30) days after receipt of written notice from the City or the Administering officer in performing any obligation here or elsewhere in the Franchise following receipt of written notice of such failure or delay, the City may proceed to correct the problem and bill Grantee for the expense, upon such reasonable notice as determined by the Administering officer under the circumstances. Grantee will reimburse City within thirty (30) days following receipt of an invoice together with reasonably supporting documentation evidencing such expense.

Section 8. Information, Good engineering, Inspections

A. Grantee will supply information reasonably requested by the Administering officer such as installation inventory, location of existing or planned Facilities, maps, plans, operational data, and as-built drawings of Grantee's installations or other information reasonably related to Grantee's Facilities, unless the information is confidential and/or proprietary. The information shall be in format compatible with City operations. Grantee is responsible for defending any public record requests as it may desire.

B. Grantee property and Facilities shall be constructed, operated and maintained according to good engineering practice. In connection with the civil works of Grantee's system, such as trenching, paving, compaction and locations, Grantee promises to comply with the American Public Works Association Standard Specifications, the edition being that in current use by the City, together with the City Standard Plans and City's Supplemental Specifications thereto, all as now or hereafter amended, excluding existing non-conforming uses and other changes to the Specifications which do not apply to previously-constructed improvements and/or wireless communications facilities. Grantee promises its system shall

comply with the applicable federal, state and local laws, and the National Electric Safety Code and Washington Electrical Construction Code, where applicable. Grantee will familiarize itself with the City of Spokane's Specifications and other right-of-way installation and location requirements, on file with the Administering officer and make reasonable effort to be familiar with updates or changes thereto.

Section 9. Limited Access, No Obstruction, Accommodation

A. The City reserves the right to limit or exclude Grantee's access to a specific route, Public right-of-way or other location when, in the reasonable judgment of the Administering officer, there is inadequate space, a pavement cutting moratorium, subject to the requirements of applicable law, unnecessary damage to public property, public expense, inconvenience, interference with City utilities, or for any other reasonable cause determined by the Administering officer, provided, it shall do so consistent with the Federal Telecommunications Act of 1996 and RCW 35.99.050 as applicable.

B. Grantee must raise any concerns under the aforementioned laws or other applicable laws which it believes limit the City's authority or Grantee's obligations to the City pertaining to this Franchise at the time such issue is first known or should have been reasonably known by Grantee.

C. Grantee will not interfere with Municipal infrastructure uses of the right-of-way or other permitted areas. Grantee shall maintain a minimum underground horizontal separation of five (5) feet from City water facilities and ten (10) feet from above-ground City water facilities including sewer and storm water facilities unless modified in writing; PROVIDED, that for development in new areas, the City, together with Grantee and other utility purveyors or authorized users of the right-of-way, will develop and follow the Administering officer's reasonable determination of a consensus for guidelines and procedures for determining specific utility locations, subject additionally to this Franchise. Subject to Section 6, the City may require Grantee to make reasonable accommodation for public or third party needs in the construction of Grantee Facilities in the right-of-way as, in the reasonable judgment of the Administering officer, are necessary to preserve the condition of, or reduce the interference with, such right-of-way, and a reasonable apportionment of any expenses of any such accommodation; PROVIDED, that this Franchise creates no third party beneficial interests. Notwithstanding the foregoing, it remains the responsibility of the Grantee to anticipate and avoid conflicts with other right-of-way occupants or users, other utilities, franchisees, or permittees existing within the right-of-way as of the date of this Ordinance. The City assumes no responsibility for such conflicts.

Section 10. Undergrounding

The City reserves the right to develop a general policy on undergrounding and to require Grantee's participation therein, in coordination the City's underground program for other utility service providers, as a condition of Grantee's new installation or major maintenance or restoration construction activities of overhead facilities under this

Franchise. The purpose of this section is to recognize and preserve the City's control over uses of the Public right-of-way, consistent with the Municipal policy favoring undergrounding of overhead lines for aesthetic reasons.

Section 11. Facilities for City Use

A. Upon written/formal request by the City; whenever the Grantee constructs, relocates or places ducts or conduits in the Public right-of-way as part of the Facilities, Grantee will provide the City where technically feasible, judged by objective engineering standards, with additional duct or conduit and related structures necessary to access the conduit at its actual incremental out-of-pocket costs plus 10% to cover all internal costs. The parties agree to execute any documents needed to satisfy RCW 35.99.070 as it may apply. The City may review supporting third party billings to support incremental cost claims. All Facilities supplied shall be maintained to technical specifications.

B. The City is permitted to attach to aerial poles for aerial fiber cabling and required mounting hardware in situations where the existing pole agreements between Grantee and the other party would not be violated by the City's attachment use of the aerial pole.

C. Grantee agrees to notify the City ITSD Director, Developer Service Director, and City Engineer at least sixty (60) days prior to opening a trench or placing overhead lines at any location to allow the parties to implement paragraph B herein as those provisions may apply. As to all matters encompassed in this Section, the parties further agree to do anything required by law to maintain the effectiveness of such arrangements and to negotiate in good faith any matters not otherwise fully resolved. Each party acknowledges receipt of good and adequate consideration for all matters encompassed in this Section.

Section 12. Liability; No duty

A. Grantee waives all claims, direct or indirect, for loss or liability, whether for property damage, bodily injury or otherwise, against the City arising out of Grantee's enjoyment of Franchise or permit privileges. This waiver does not apply to negligent or intentional acts of the City outside a governmental or regulatory capacity, such as granting this franchise or permits. Except to the extent caused by the negligent or intentional acts of the City, Grantee will indemnify and hold the City, its boards, officers, agents and employees ("City") harmless from any and all third party claims, accidents, losses, or liabilities arising from or by reason of any intentional or negligent act, occurrence or omission of the Grantee, whether singularly or jointly with others, its representatives, permittees, employees or contractors, in the construction, operation, use, or maintenance of any of the Grantee's property or Facilities.

B. Grantee accepts that access to any franchised area is furnished "as is". The City has made no assessment or guarantee as to its suitability for Grantee needs or

compatibility of Grantee uses with other needs. Grantee waives immunity under Title 51 RCW in any cases involving the City of Spokane relating solely to indemnity claims made by the City directly against Grantee for claims made against the City by Grantee's employees and affirms that the City and Grantee have specifically negotiated this provision, as required by RCW 4.24.115, to the extent it may apply. This waiver has been mutually negotiated.

C. It is not the intent of this Ordinance to acknowledge, create, or expand any duty or liability of the City for any purpose. Any City duty nonetheless deemed created shall be a duty to the general public and not to any specific party, group, or entity.

D. A Party's liability for any claim arising under or relating to this agreement shall be limited solely to direct damages and shall exclude any indirect, special, incidental or consequential damages.

Section 13. Insurance

A. Grantee shall furnish satisfactory evidence of commercial general liability insurance and maintain the same in good standing, with limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate, with the City of Spokane included as an additional insured as their interest may appear under this Agreement.

B. Any Grantee insurance policy shall be primary and non-contributory with any insurance or program of self-insurance that may be maintained by the City. On or before June 1st of each year and at the time of granting this Franchise, as a condition of Franchise validity, Grantee shall file with the City Clerk, with copy to the City Risk Manager, proof of continued insurance coverage, in the amounts required in this Section, through a Certificate of Insurance, including the blanket additional insured endorsement indicating City coverage required herein

Section 14. Taxes, fees

A. No Franchise fee is assessed for telecommunications service providers in accord with the prohibition of state law (RCW 35.21.860). If the prohibition of telecommunications service provider franchise fees is removed or modified to allow a franchise fee, the parties agree to negotiate this provision as a material term on which agreement is required for continuation of this franchise, PROVIDED, the City must give one hundred eighty (180) days' notice to invoke this provision and any franchise fee under it shall be prospective in nature.

B. Nothing in this Franchise shall otherwise limit the City's power to tax or recover any lawful expenses in connection with this Franchise. Grantee agrees to pay all taxes as due and any lawful expenses within ninety (90) days of billing pursuant to this Franchise. Failure to pay within ninety (90) days after demand by the City and exhaustion of any applicable remedies is a material breach of this Franchise.

Section 15. Franchise Administration

Questions of application or interpretation of this Franchise are determined by the Administering officer or a court of competent jurisdiction. Said officer may issue enforcement orders, upon due notice as deemed proper, promulgate rules and procedures as deemed necessary and grant exceptions, which shall be revocable. Nothing in the Franchise limits the City's police or regulatory power in general or over its right-of-way or other franchised areas. For the performance of all franchise obligations, time is of the essence. All City acts under this Franchise are discretionary guided by considerations of the public health, safety, esthetics and convenience.

Section 16. Additional

A. Grantee may assign this Franchise or any of its rights under this Franchise or delegate any of its duties under this Franchise, with the prior written consent of the City, which consent will not be unreasonably withheld, conditioned or delayed, provided, however, that Grantee may assign this Franchise or any of its rights under this Franchise or delegate any of its duties under this Franchise to (i) any entity that it controls, is under common control with or is controlled by or (ii) any entity that is the survivor of a merger, consolidation or other business combination or that acquires all or substantially all of the assets of Grantee. The City may not assign this Franchise or any of its rights under this Franchise or delegate any of its duties under this Franchise, without the prior written consent of Grantee. Any assignment or delegation in violation of this Section is null and void.

No capital stock may ever be issued based on any permission to use or occupy the right-of-way or other permitted areas or the value thereof. The City will provide written notice of any condemnation or annexation actions that would affect Grantee's rights. In any condemnation proceeding brought by the City, Grantee shall not be entitled to receive any return thereon, except for its value.

B. This Franchise may be revoked by the City Council by resolution because of any material breach, after giving at least thirty (30) days' written notice to Grantee and opportunity to cure. Similarly, Grantee may elect to terminate this Franchise because of any material breach of the City's obligations, after giving at least thirty (30) days' written notice to the City and opportunity to cure. Except as otherwise provided for in this Franchise, and upon written notice, the defaulting party will have thirty (30) days to cure defaults under the terms of this Franchise. Neither party is in default of this Franchise if the party provided written notice commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default. If any default exists after the applicable cure period, the non-defaulting party may, without prejudice to any other rights or remedies at law or in equity or under this Franchise, terminate this Franchise.

No forbearance by the City of any term or condition of this Franchise shall ever comprise a waiver or estoppel of the City's right to enforce said term or condition. Grantee

may surrender its Franchise to the City upon sixty (60) days written notice to the Administering officer, subject to acceptance by the City, by a resolution of the City Council.

C. Upon termination, surrender or expiration of the Franchise, Grantee may be required to remove all its Facilities as ordered by the Administering officer or otherwise abandon the cable in place, first removing all electronics, if any, rendering the same safe. In the event removal is required, Grantee shall remove the Facilities within one hundred twenty (120) days of receipt of written notice from City. Grantee will have no further obligations under this Franchise.

D. Grantee understands that this Franchise applies to itself as well as all third-party users, assigns, successors or any other entity enjoying de facto Franchise privileges derived from permission extended to Grantee herein and Grantee shall assure that any contracts with such users, assigns, successors or entities so provide. Additionally, Grantee accepts full responsibility with said users, assigns, successors, or entities, jointly and severally, to the City for full performance of all Franchise obligations.

E. This Franchise is governed by the laws of the State of Washington, and venue for any litigation arising out of or in connection with privileges extended herein is stipulated to be in Spokane County or in the United States District Court for the Eastern District of Washington.

F. (Force Majeure) Except as otherwise provided in this Franchise, neither party hereto will be in default under this Franchise if and to the extent that any failure or delay in a party's performance of one or more of its obligations hereunder, is caused by any of the following conditions, and such party's performance is excused and extended during the period of any such delay: act of God (such as, flood, back water caused by flood, tornado, earthquake, and unforeseeably severe weather); fire; government codes, ordinances, laws, rules, regulations or restrictions not in effect at the time of execution of this Franchise (collectively, "Regulations"); war or civil disorder; or vandalism, or any other events beyond the reasonable control of the party seeking relief under this Section, provided that the party claiming relief under this Section promptly notifies the other in writing of the existence of the event relied on and the cessation or termination of the event. The party claiming relief under this Section must exercise reasonable efforts to minimize the time for any such delay.

Both parties hereto acknowledge that events under this Section may occur which are incapable of being cured so as to allow the parties to enjoy the full benefit of their rights under the Franchise. If a party is unable to conduct its business due to an event of force majeure as described in this Section, and the force majeure occurs and remains uncured after sixty (60) days, the party not claiming inability to perform under force majeure may, at its option, terminate this Franchise without further obligation.

G. (Authority to Sign) Each party hereto hereby represents and warrants to the other that the person or entity signing this Franchise on behalf of such party is duly authorized to execute and deliver this Franchise and to legally bind the party on whose

behalf this Franchise is signed to all of the terms, covenants and conditions contained in this Franchise.

PASSED the City Council _____, 2024.

MAYOR

Attest: _____
City Clerk

Approved as to form:

Assistant City Attorney

ACCEPTANCE OF CITY FRANCHISE

Ordinance No. _____, effective _____, 2024.

I, _____, am the _____ of Ziplly Fiber LLC and am an authorized representative to accept the above referenced City Franchise ordinance on behalf of Ziplly Fiber LLC.

I certify that this Franchise and all terms and conditions thereof are accepted without qualification or reservation.

DATED this _____ day of _____, 2024.

Witness: _____



Agenda Sheet for City Council:

Committee: PIES **Date:** 02/26/2024

Committee Agenda type: Consent

Date Rec'd

2/15/2024

Clerk's File #

Renews #

Cross Ref #

Council Meeting Date: 03/11/2024

Submitting Dept

INTEGRATED CAPITAL

Project #

2024053

Contact Name/Phone

MARK PAPICH 625-6310

Bid #

Contact E-Mail

MPAPICH@SPOKANECITY.ORG

Requisition #

Agenda Item Type

Contract Item

Council Sponsor(s)

BWILKERSON JBINGLE KKLITZKE

Agenda Item Name

4250 – DEPT OF ECOLOGY GRANT FIVE MILE INFILTRATION FACILITY REHAB

Agenda Wording

Grant agreement number WQC-2024-Spokane-00148 with the Washington State Department of Ecology for design of the Five Mile Regional Infiltration Facility Rehabilitation - \$170,000.00 Revenue.

Summary (Background)

The Department of Ecology has awarded the City of Spokane a grant to improve water quality in the aquifer through installation of a bioretention facility. The City does not have any match requirements for this grant. The revenue and expenses are budgeted and consistent with the 6-year Capital Program.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 170,000.00

Current Year Cost \$ 170,000.00

Subsequent Year(s) Cost \$

Narrative

There is a \$30,000 match requirement. These grant dollars provide a substantial amount of funding toward important public works projects in the City's 6-year Capital Improvement Plan.

Amount

Budget Account

Revenue \$ 170,000.00

4250 98817 99999 33431 10158

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

DAVIS, MARCIA

Division Director

FEIST, MARLENE

Accounting Manager

ALBIN-MOORE, ANGELA

Legal

HARRINGTON,

For the Mayor

PICCOLO, MIKE

Additional Approvals

ACCOUNTING -

MURRAY, MICHELLE

Distribution List

eraea@spokanecity.org

mdavis@spokanecity.org

icmaccounting@spokanecity.org

mpapich@spokanecity.org

kkeck@spokanecity.org

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	2/26/24
Submitting Department	Integrated Capital Management
Contact Name	Mark Papich
Contact Email & Phone	mpapich@spokanecity.org
Council Sponsor(s)	<u>CP Wilkerson, CM Bingle, CM Klitzke</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Department of Ecology SFAP and Capacity Grant Agreements
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The Department of Ecology annually awards funding for grants and loans based on competitive process and legislature approval. In October of 2021 and October of 2022, the City applied for SFAP grant funds through the Washington State Department of Ecology. The City of Spokane has been awarded grant funds for five projects. In addition, the City has been awarded a Capacity Grant through the Department of Ecology. This grant funding can be applied to any activities associated with managing our Phase II Municipal Stormwater Permit.</p> <p>Below are the pertinent details of the funding agreements:</p> <ul style="list-style-type: none"> • Francis/Assembly/Nine Mile Stormwater Facility <ul style="list-style-type: none"> ▪ Total Grant Amount: \$127,500 ▪ City Match=25% (\$22,500) ▪ Project Phase: Design • Five Mile Regional Infiltration Facility Rehab <ul style="list-style-type: none"> ▪ Total Grant Amount: \$150,000 ▪ City Match=25% (\$50,000) ▪ Project Phase: Design • CSO Basin 34 (I-90) Stormwater Mitigation/Separation <ul style="list-style-type: none"> ▪ Total Grant Amount: \$5,015,000 ▪ City Match=15% (\$885,000) ▪ Project Phase: Construction • Washington Basin Stormwater Study <ul style="list-style-type: none"> ▪ Total Grant Amount: \$262,500 ▪ City Match=25% (\$87,500) ▪ Project Phase: Planning • Drywell Rehab in Well-head Protection Zones <ul style="list-style-type: none"> ▪ Total Grant Amount: \$262,500 ▪ City Match=25% (\$87,500) ▪ Project Phase: Planning • Capacity Grant <ul style="list-style-type: none"> ▪ Total Grant Amount: \$130,000 ▪ City Match=0% ▪ Project Phase: Any permit management activity
Fiscal Impact	

Approved in current year budget? Yes No N/A

Total Cost: \$1,914,500

Current year cost: \$1,914,500

Subsequent year(s) cost:

Narrative: These grant dollars provide a substantial amount of funding toward important public works projects in the City's 6-year CIP. Without these dollars, the City would be unable to implement these projects within the proposed timeline. These projects enhance our ability to protect the water quality of the Spokane River and continue to provide a significant asset to our community.

Funding Source One-time Recurring N/A

Specify funding source: Select Funding Source*

Is this funding source sustainable for future years, months, etc? [Click or tap here to enter text.](#)

Expense Occurrence One-time Recurring N/A

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

Operations Impacts (If N/A, please give a brief description as to why)

What impacts would the proposal have on historically excluded communities?

Public Works services and projects are designed to serve all residents 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 public works project 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?

This project is consistent with the City's adopted policies and programs.



Agreement WQC-2024-Spokane-00148

WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT

BETWEEN THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

City of Spokane

This is a binding Agreement entered into by and between the State of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY" and the City of Spokane, hereinafter referred to as the "RECIPIENT" to carry out with the provided funds, the activities described herein.

GENERAL INFORMATION

Project Title:	Five Mile Regional Infiltration Facility Rehab
Total Cost:	\$ 200,000
Total Eligible Cost:	\$ 200,000
Ecology Share:	\$ 170,000
Recipient Share:	\$ 30,000
The Effective Date of this Agreement is:	7/1/2023
The Expiration Date of this Agreement is no later than:	6/30/2027
Project Type:	Stormwater Facility

Project Short Description: (500-character limit, includes spaces)

This project will improve water quality in the Rathdrum Prairie Aquifer through installation of a Bioretention Facility between West Francis Avenue and Country Homes Boulevard and east of North Maple Street in the City of Spokane. This project will provide treatment for (total suspended solids (TSS), oil (total petroleum hydrocarbons), dissolved copper, dissolved zinc, and total phosphorus).

Project Long Description: (4,000-character limit, includes spaces)

The Francis Avenue and Country Homes Boulevard Stormwater Infiltration Facility (FMRIF) plays a critical role in managing stormwater in the region, strategically located between West Francis Avenue and Country Homes Boulevard, east of North Maple Street. Designed primarily for infiltration, this facility comprises a sunken, sparsely vegetated area with key drainage inlets, notably one near the intersection of North Maple Street and West Five Mile Road, receiving flow from trunk lines along West Five Mile Road and Francis Road. Another inlet, situated on the north side, manages runoff from local roads. Excavated to approximately 25 feet deep, its origins trace back to gravel mining activities.

In response to its significance, the City of Spokane engaged Osborn Consulting Engineers in 2021 to conduct a comprehensive stormwater study. The study aimed to devise a basin plan for stormwater facilities and their contributing drainage basins, with the FMRIF at the forefront. Currently, this facility manages runoff from an expansive area covering approximately 480 impervious acres. A geotechnical analysis conducted during the study revealed an infiltration rate of 97 inches per hour, which is notably high and ineffective for treatment.

According to stormwater modeling, the FMRIF demonstrates sufficient capacity to infiltrate all directed flows, with no observed ponding even during extreme weather events like the 100-year, 24-hour storm event, attributed to its high infiltration rate.

The project involves excavating the existing facility by approximately 18 inches and installing 18 inches of engineered treatment soil throughout to enhance pre-infiltration treatment. Additionally, a settling pond or forebay will be constructed at the 48-inch inlet pipe to effectively manage sediment. Enhancements to the landscape surrounding the pond are also included within the project's scope.

Overall Goal: (1,000-character limit, includes spaces)

This project will help protect and restore water quality in Washington state by reducing stormwater impacts from existing infrastructure and development.

Tip Sheet/Guidelines for Writing Stormwater Grant Agreement Narrative

Project Short Description

1. Name the water body that will be improved.
2. Describe/name the project location.
3. Describe/name the proposed BMPs.
4. Name the pollutants treated and any resulting flow control.
5. Name any additional benefits (optional)

Follow the template format for most facility and activity projects and all 5 will be covered.

If the template does not work for your project, use 1-5 as a checklist.

Project Long Description

Modify from description provided by applicant. PM should write this description based on their understanding of the project. It may be helpful to do some research and have a conversation with the recipient and the ECY project team prior to writing this description to be sure that you are able to include relevant information, including:

- Description of the area (including water body, current/existing infrastructure, land use, contributing area, proximity to affected water body (Is it directly connected?))
 - Contributing Area: Land area where all flowing surface water converges to a single point. Include the contributing area in the long description to describe the area the BMP(s) will treat in acres.
 - Pollution-Generating Impervious Surfaces (PGIS): PGIS is only used in the Construction Task Description. Those impervious surfaces considered to be significant sources of pollutants for stormwater runoff.
- Description of the WQ problem (pollutants of concern, info about TMDLs addressed or 303d listings)
- Proposed solutions including flow control/treatment BMPs

Needs to include the following elements:

1. Description of the water body targeted for improvement.
 - a. Name
 - b. Uses (ex: fish, drinking water, recreation, etc.)
 - c. Problems (pollutants)
 - d. Sources of pollutants (be specific – ex: stormwater – not specific enough, stormwater generated by Main Street the 3-acre commercial core – better)
2. Description of the project area/area being treated:

- a. Land use
 - b. Size
 - c. Location in relation to the waterbody targeted for improvement
3. General description of the types of BMPs proposed.
 4. Why those specific BMPs were selected.

Before it is sent for review check for the following:

1. Does it read well as a stand-alone document? (If you extracted it and gave it to a friend, would it make sense to them?)
2. Have all references to “this proposal” been removed and updated?
3. Is it written in the active voice?
 - Active Voice resources: [UW-Madison Writing Center](#) and [WA Plain Talk Guidelines](#) (Section 4)
4. Are there too many unnecessary details that should be part of the deliverables not the description
 - (HINT – does it look like unedited cut and paste from the design report? – often the engineering report contains too many nitpicky details for a project description and misses the big picture.)

RECIPIENT INFORMATION

Organization Name: CITY OF SPOKANE

Mailing Address: 808 W Spokane Falls Blvd Spokane, WA 99201

Physical Address: 808 W Spokane Falls Blvd Spokane, WA 99201

Organization Email: mpapich@spokanecity.org

Contacts

Project Manager	Mark Papich Senior Engineer 808 W Spokane Falls Blvd Spokane, Washington 99201 Email: mpapich@spokanecity.org Phone: (509) 625-6310
Authorized Signatory	Lisa Brown Mayor 808 W Spokane Falls Blvd Spokane, Washington 99201 Email: mayor@spokanecity.org Phone: (509) 625-6310 (509) 343-5760
Billing Contact	LaVonne Martelle Accountant I 44 W Riverside Spokane, Washington Email: lmartelle@spokanecity.org Phone: (509) 625-7000 (509) 343-5760

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Water Quality
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Department of Ecology
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Shilo Sprouse 4601 N. Monroe Spokane, Washington 99205 shilo.sprouse@ecy.wa.gov 509-862-8584
Financial Manager	Joe Kinerk 300 Desmond Dr SE Lacey, Washington 98503 joek461@ECY.WA.GOV (360) 742-2875
Technical Advisor	Doug Howie PO Box 47600 Olympia, Washington 98504-7600 Douglas.howie@ecy.wa.gov 360-870-0983

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

RECIPIENT agrees to read, understand, and accept all information contained within this entire Agreement. Furthermore, RECIPIENT acknowledges that they have reviewed the terms and conditions of this Agreement, Scope of Work, attachments, all incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement.

Washington State Department of Ecology

City of Spokane

Vincent McGowan
Water Quality
Program Manager

Date

Lisa Brown
Mayor

Date

Additional City/County Signatories Date
Email Address:

SCOPE OF WORK

Task Number: 1

Task Cost: \$0

Task Title: Grant and Loan Administration

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include but are not limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; an EAGL (Ecology Administration of Grants and Loans) and Recipient Close Out Report. In the event that the RECIPIENT elects to use a contractor to complete project elements, the RECIPIENT shall retain responsibility for the oversight and management of this funding agreement.

B. The RECIPIENT shall keep documentation that demonstrates the project is in compliance with applicable procurement, contracting, and interlocal agreement requirements; permitting requirements, including application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items. This documentation shall be made available to ECOLOGY upon request.

C. The RECIPIENT shall maintain effective communication with ECOLOGY and maintain up-to-date staff contact information in the EAGL system. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant and loan administrative requirements.

Task Expected Outcome:

* Timely and complete submittal of requests for reimbursement, quarterly progress reports, and Recipient Close Out Report.

* Properly maintained project documentation.

Grant and Loan Administration Deliverables

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges, and changes in the project schedule. Submitted at least quarterly.	
1.2	Recipient Close Out Report (EAGL Form).	

SCOPE OF WORK

Task Number: 2

Task Cost: \$0

Task Title: Cultural and Environmental Review, and Permitting

Task Description:

The RECIPIENT must ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

- A. The RECIPIENT will submit the documents listed below to initiate ECOLOGY's cultural resources review. Property acquisition and above and below ground activities proposed at any project site must be reviewed by ECOLOGY for potential affects to cultural resources.

The RECIPIENT must receive written notice from ECOLOGY prior to proceeding with work. Examples of work may include (but are not limited to) geotechnical work, acquisition, site prep work, and BMP installations. Work done prior to written notice to proceed shall not be eligible for reimbursement.

To initiate cultural resources review:

1. The RECIPIENT will submit the Cultural Resources Review Form to ECOLOGY, using the ECOLOGY template. Any supporting materials must conform to the Department of Archeology and Historic Preservation's (DAHP) Washington State Standards for Cultural Resource Reporting. The Cultural Resources Review Form template may be found on the ECOLOGY website.
 2. The RECIPIENT will submit an Inadvertent Discovery Plan (IDP) to ECOLOGY, using the ECOLOGY template. The RECIPIENT will ensure that all contractors and subcontractors have a copy of the completed IDP prior to and while working on-site. The IDP template may be found on the ECOLOGY website.
- B. The RECIPIENT will submit the State Environmental Policy Act (SEPA) checklist for ECOLOGY project manager review and notify the ECOLOGY project manager when the official comment period begins. The RECIPIENT will also upload the final SEPA determination.
- C. The RECIPIENT is responsible for application of, receipt of, and compliance with all required local, state, tribal, and federal permits, licenses, easements, or property rights necessary for the project.

Task Goal Statement:

The RECIPIENT will complete all cultural and environmental reviews and permitting tasks in a timely manner.

Task Expected Outcome:

The project will meet the requirements set forth by the cultural resource protection requirements, State Environmental Policy Act, and all other applicable federal, state, and local laws, and regulations.

Cultural and Environmental Review, and Permitting Deliverables

Number	Description	Due Date
2.1	ECOLOGY Cultural Resources Review Form. Email the form and any supplemental cultural resources documentation directly to the ECOLOGY Project Manager. DO NOT upload the cultural resources form or documentation to EAGL.	
2.2	ECOLOGY Inadvertent Discovery Plan (IDP). Email the form directly to the ECOLOGY Project Manager for review. Upload to EAGL once review is complete.	

2.3	SEPA Checklist. Upload the checklist, or other documentation for projects considered exempt from SEPA review, to EAGL and notify ECOLOGY when official comment period begins.	
2.4	Final SEPA Determination. Upload to EAGL and notify ECOLOGY.	

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SCOPE OF WORK

Task Number: 3

Task Cost: \$200,000

Task Title: Design Plans and Specifications

Task Description:

The RECIPIENT must ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

The RECIPIENT will develop a stormwater project design. The design submittals must conform to the Deliverables for Stormwater Projects with Ecology Funding Document. Projects must be designed in accordance with the Stormwater Management Manual for Eastern Washington, Stormwater Management Manual for Western Washington, or equivalent manual. Refer to the ECOLOGY website for specific guidance. Project must be reviewed and accepted in writing by ECOLOGY to be eligible for reimbursement.

The RECIPIENT will upload the design submittals listed below to EAGL for ECOLOGY review. Reduce design figures to 11x17 inches in size and ensure they are legible.

- A. The RECIPIENT will submit a Design Report to ECOLOGY for review and acceptance. Allow 45 calendar days for ECOLOGY review.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology Design Report Acceptance Letter prior to proceeding to 90 Percent Design.

1. The RECIPIENT will calculate and submit a preliminary equivalent new/re-development area for the completed design using the methods outlined in the Stormwater Deliverables Document.

- B. The RECIPIENT will submit a 90 Percent Design Package to ECOLOGY for review and acceptance. At a minimum, this package must include 90 percent plans, specifications, engineer's opinion of cost including a schedule of eligible costs, and project construction schedule. The current required bid inserts and specifications may be found on the Ecology website. Allow 45 calendar days for ECOLOGY review.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology 90 Percent Design Acceptance Letter prior to proceeding to Final Bid Package.

Task Goal Statement:

The RECIPIENT will complete all design tasks and respond to ECOLOGY comments in a timely manner.

Task Expected Outcome:

The project will meet the requirements set forth by ECOLOGY water quality facility design standards and all other applicable federal, state, and local laws, and regulations.

Design Plans and Specifications Deliverables

Number	Description	Due Date
3.1	Contract documents, if procuring services for design. The contract must include ECOLOGY's standard contract clauses and/or specification insert. Upload to EAGL and notify ECOLOGY.	
3.2	Design Report. Upload to EAGL and notify ECOLOGY.	

3.3	Responses to ECOLOGY Design Report comments. Upload to EAGL and notify ECOLOGY.	
3.4	ECOLOGY Design Report Acceptance Letter. Upload to EAGL and notify ECOLOGY.	
3.5	90 Percent Design Package. Upload to EAGL and notify ECOLOGY.	
3.6	Responses to ECOLOGY 90 Percent Design Package comments. Upload to EAGL and notify ECOLOGY.	
3.7	ECOLOGY 90 Percent Design Acceptance Letter. Upload to EAGL and notify ECOLOGY.	

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SCOPE OF WORK

Task Number: 4

Task Cost: \$0

Task Title: Project Close Out

Task Description:

The RECIPIENT must ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

- A. The RECIPIENT will submit a preliminary GIS compatible project area as a shapefile, geodatabase file, or ECOLOGY-accepted equivalent. The project area should include polygon features for stormwater facilities and contributing areas.
- B. The RECIPIENT will submit the Recipient Close Out Report (RCOR) in EAGL in accordance with Task 1.
- C. The RECIPIENT will submit an Outcomes Summary using the ECOLOGY template.

Task Goal Statement:

The RECIPIENT will complete all close out submittals in a timely manner.

Task Expected Outcome:

- * Timely and complete submittal of preliminary GIS shapefile, Recipient Closeout Report, and Outcomes Summary.
- * Proper maintenance of the constructed facility to maintain water quality benefits.

Project Closeout Deliverables

Number	Description	Due Date
6.2	Preliminary project area shapefile, geodatabase file, or ECOLOGY-accepted equivalent. Upload to EAGL and notify ECOLOGY. Upload ECOLOGY acceptance documentation.	
6.3	Outcomes Summary. Upload to EAGL and notify ECOLOGY.	

BUDGET (EAGL WILL GENERATE THIS SECTION BASED ON PROJECT TYPE/PARAMETERS, ETC. IT MIGHT BE HELPFUL FOR THE RECIPIENT TO USE THE BUDGET TABLE TO PLAN OUT THEIR BUDGET).

Funding Distribution

Funding Title: SFAP
 Funding Type: Grant
 Funding Effective Date: 7/1/2023
 Funding Expiration Date: 6/30/2027
 Funding Source: State – Stormwater Financial Assistance Program

Recipient Match %: 15%
 InKind Interlocal Allowed: No
 InKind Other Allowed: No
 Is this Funding Distribution used to match a federal grant? No

Indirect Rate: max 30%
 Supporting documentation must be uploaded to EAGL.
 Rate will be indicated in your agreement.

Stormwater Financial Assistance Program	Task Total	Recipient Amount	ECY Amount
1. Grant and Loan Administration	\$0	\$0	\$0
2. Cultural and Environmental Review, and Permitting	\$0	\$0	\$0
3. Design Plans and Specifications	\$200,000	\$30,000	\$170,000
4. Project Close Out	\$0	\$0	\$0
Total	\$200,000	\$30,000	\$170,000

Funding Distribution Name	Recipient Match	Recipient Share	Ecology Share	Total
SFAP	15%	\$30,000	\$170,000	\$200,000
Total		\$30,000	\$170,000	\$200,000

Application Budget Worksheet (not for EAGL, but do not delete from this draft document)

Funding Offer:

SFAP Grant Offer	SRF Standard Loan Offer	SRF Forgivable Principal Loan Offer	[Other WQC Funding] Offer	Total Funding Offer

Does the funding offer amount shown in the following forms all match?

Offer Letter uploaded in EAGL: EAGL Offer Form: Published Offer List:

Was the funding offer less than the amount requested because of ineligible items? Please describe.

--

Application Budget (copy tasks and amounts from EAGL)

Task	Budget in App	Notes
1. Grant and Loan Administration		
2. Cultural, Environmental Review, and Permitting		
3. Design Plans and Specifications		
4. Construction Management		
5. Construction		
6. Project Close Out		
Total		

Agreement Budget

Task	Revised Budget	Notes
1. Grant and Loan Administration		
2. Cultural, Environmental Review, and Permitting		
3. Design Plans and Specifications		
4. Construction Management		
5. Construction		
6. Project Close Out		
Total		

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS (Updated June 2023)

SECTION 1: DEFINITIONS

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:

“Administration Charge” means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology’s cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

“Administrative Requirements” means the effective edition of ECOLOGY’s Administrative Requirements for Recipients of Ecology Grants and Loans at the signing of this agreement.

“Annual Debt Service” for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.

“Average Annual Debt Service” means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.

“Accrued Interest” means the interest incurred as loan funds are disbursed.

“Acquisition” means the purchase or receipt of a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.

“Build American Buy American (BABA)” means a portion of the Infrastructure Investment and Jobs Act and establishes a domestic content procurement preference for all Federal financial assistance obligated for infrastructure projects after May 14, 2022.

“Bipartisan Infrastructure Law (BIL)” means funding to improve drinking water, wastewater and stormwater infrastructure.

“Centennial Clean Water Program” means the state program funded from various state sources.

“Contract Documents” means the contract between the RECIPIENT and the construction contractor for construction of the project.

“Construction Materials” means an article, material, or supply (other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; aggregate binding agents or additives; or non-permanent products) that is or consists primarily of, non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), (including optic glass), lumber, and drywall.

“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water quality problem as described in Chapter 173-98-730 WAC.

“Davis Bacon Prevailing Wage Act” means the federal law mandating on-site workers on public works projects be paid certain wages, benefits, and overtime (also known as “prevailing wage” on all government-funded construction, alteration, and repair projects.

“Defeasement” or “Defeasance” means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

“Effective Date” means the earliest date on which eligible costs may be incurred.

“Effective Interest Rate” means the total interest rate established by Ecology that includes the Administrative Charge.

“Estimated Loan Amount” means the initial amount of funds loaned to the RECIPIENT.

“Estimated Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount and the estimated schedule for completion of the project.

“Equivalency” means the amount of State Revolving Fund (SRF) funding each funding cycle equivalent to the EPA grant to Ecology.

“Equivalency Project” means State Revolving Fund (SRF) funded project(s) designated by ECOLOGY to receive federal funding and meet additional federal requirements.

“Expiration Date” means the latest date on which eligible costs may be incurred.

“Final Accrued Interest” means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.

“Final Loan Amount” means all principal of and accrued interest on the loan from the Project Start Date through the Project Completion Date.

“Final Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Final Loan Amount and the initiation of operation or completion date, whichever comes first.

“Forgivable Principal” means the portion of a loan that is not required to be paid back by the borrower.

“General Obligation Debt” means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

“General Obligation Payable from Special Assessments Debt” means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all the taxable property within the boundaries of the RECIPIENT.

“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defeasement or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

“Guidelines” means the ECOLOGY's Funding Guidelines that correlate to the State Fiscal Year in which the project is funded.

“Initiation of Operation Date” means the actual date the facility financed with proceeds of the loan begins to operate for its intended purpose. (For loans only)

“Iron and Steel Products” means products made primarily of iron or steel including but may not be limited to: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

“Loan” means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.

“Loan Amount” means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

“Loan Fund” means the special fund created by the RECIPIENT for the repayment of the principal of and interest on the loan.

“Loan Security” means the mechanism by which the RECIPIENT pledges to repay the loan.

“Loan Term” means the repayment period of the loan.

“Maintenance and Operation Expense” means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

“Manufactured Products” means, items and construction materials composed in whole or in part of non-ferrous metals such as aluminum plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

“Produced in the United States” means for iron and steel products, that all manufacturing processes, from the initial melting state through the application of coatings, occurred in the United States.

“Net Revenue” means the Gross Revenue less the Maintenance and Operation Expense.

“Original Engineer’s Estimate” means the engineer’s estimate of construction costs included with bid documents.

“Prevailing Wage” means hourly wage, usual benefits, and overtime paid in the largest city in each county, to the majority of workers, laborers, and mechanics performing the same work. The rate is established separately for each county.

“Principal and Interest Account” means, for a loan that constitutes Revenue-Secured Debt, the account created in the loan fund to be first used to repay the principal of and interest on the loan.

“Project” means the project described in this agreement.

“Project Completion Date” means the date specified in the agreement on which the Scope of Work will be fully completed and is the last day eligible costs can be incurred. This term is only used in loan agreements.

“Project Schedule” means that schedule for the project specified in the agreement.

“Revenue-Secured Debt” means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

“Reserve Account” means, for a loan that constitutes a Revenue Secured Debt and if specifically identified as a term and condition of the funding agreement, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

“Risk-Based Determination” means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

“Scope of Work” means the tasks and activities constituting the project.

“Section 319” means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.

“Senior Lien Obligations” means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or

issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

“State Water Pollution Control Revolving Fund (Revolving Fund)” means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.

“Termination Date” means the effective date of ECOLOGY’s termination of the agreement.

“Termination Payment Date” means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

“Total Eligible Project Cost” means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding, including any required recipient match.

“Total Project Cost” means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

“Unique Entity Identity Identifier (UEI)” means a 12-character alphanumeric ID assigned by SAM.gov. to an entity doing business with or receiving funds from the federal government. This number replaces the DUNS number.

“ULID” means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

“ULID Assessments” means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

“Utility” means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

SECTION 2: CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY COMBINED FINANCIAL ASSISTANCE FUNDING.

The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference and are available on ECOLOGY’s Water Quality Program website.

A. Accounting Standards: The RECIPIENT shall maintain accurate records and accounts for the project (PROJECT Records) in accordance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB), including standards related to the reporting of infrastructure assets or in accordance with the standards in Chapter 43.09.200 RCW “Local Government Accounting – Uniform System of Accounting.”

B. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, “Contracts for Architectural and Engineering Services,” have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final architectural/engineering services contract and submit a copy of the contract to ECOLOGY.

C. Acquisition: The following provisions shall be in force only if the project described in this agreement is an acquisition project:

a. Evidence of Land Value and Title. The RECIPIENT shall submit documentation of the cost of the property rights and the type of ownership interest that has been acquired.

b. Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased with funding assistance provided through this agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the agreement before final payment.

c. Conveyance of Rights to the State of Washington. Upon purchase of real property rights (both fee simple and lesser interests), the RECIPIENT shall execute the document necessary to convey certain rights and responsibilities to ECOLOGY, on behalf of the State of Washington. The documents required will depend on the project type, the real property rights being acquired, and whether or not those rights are being acquired in perpetuity (see options below). The RECIPIENT shall use language provided by ECOLOGY, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to ECOLOGY.

Documentation Options:

1. Deed of Right. The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. RECIPIENTS shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the RECIPIENT has acquired a perpetual easement for public purposes. The RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the deed of right.

2. Assignment of Rights. The Assignment of Rights document transfers certain rights such as access and enforcement to ECOLOGY. The RECIPIENT shall use this document when an easement or lease is being acquired for water quality and habitat conservation. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.

3. Easements and Leases. The RECIPIENT may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; therefore, the RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the easement or lease.

d. Real Property Acquisition and Relocation Assistance.

1. Federal Acquisition Policies. See Section 4 of this agreement for requirements specific to Section 319 and SRF funded projects.

2. State Acquisition Policies. When state funds are part of this agreement, the RECIPIENT agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.

3. Housing and Relocation. In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the RECIPIENT agrees to provide any housing and relocation assistance required.

e. Hazardous Substances.

1. Certification. The RECIPIENT shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:

i. No hazardous substances were found on the site, or

ii. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site is deemed "clean."

2. Responsibility. Nothing in this provision alters the RECIPIENT's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.

3. Hold Harmless. The RECIPIENT will defend, protect and hold harmless ECOLOGY and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the RECIPIENT is acquiring.

f. Restriction On Conversion Of Real Property And/Or Facilities To Other Uses

The RECIPIENT shall not at any time convert any real property (including any interest therein) or facility acquired, developed, maintained, renovated, and/or restored pursuant to this agreement to uses other than those purposes for which funds were approved without prior approval of ECOLOGY. For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.

D. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY's Water Quality Program funding website.

E. Electronic Fund Transfers: Payment will be issued through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process or electronic fund transfers, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.

F. Equipment Purchase: Equipment purchases over \$5,000 and not included in the scope of work or the Ecology approved construction plans and specifications, must be pre-approved by ECOLOGY's project manager before purchase. All equipment purchases over \$5,000 and not included in a contract for work being completed on the funded project, must also be reported on the Equipment Purchase Report in EAGL.

G. Funding Recognition: The RECIPIENT must inform the public about any ECOLOGY or EPA funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Contact your Ecology Project Team to determine the appropriate recognition for your project.

H. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

I. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY upon request.

J. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

K. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY's Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

L. Project Status Evaluation: ECOLOGY may evaluate the status at any time. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

M. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement shall be consistent with the current U.S. Natural Resource Conservation Service (“NRCS”) Field Office Technical Guide for Washington State and specific requirements outlined in the Water Quality Funding Guidelines. Technical assistance, proposed practices, or project designs that do not meet these standards may be eligible if approved in writing by ECOLOGY.

SECTION 3: CONDITIONS APPLY TO SECTION 319 AND CENTENNIAL CLEAN WATER FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS.

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

1. Federal Funding Accountability and Transparency Act (FFATA) Form is available on the Water Quality Program website and must be completed and submitted to Ecology. (This form is used for Section 319 (federal) funds only)

2. “Section 319 Initial Data Reporting” form must be completed in EAGL.

A. Data Reporting: The RECIPIENT must complete the “Section 319 Initial Data Reporting” form in EAGL before this agreement can be signed by Ecology. This form is used to gather general information about the project for EPA.

B. Funding Recognition and Outreach: In addition to Section 2.F. of these Special Terms and Conditions, the RECIPIENT shall provide signage that informs the public that the project is funded by EPA. The signage shall contain the EPA logo and follow usage requirements available at <http://www2.epa.gov/stylebook/using-epa-seal-and-logo>. To obtain the appropriate EPA logo or seal graphic file, the RECIPIENT may send a request to their Ecology Financial Manager.

To increase public awareness of projects serving communities where English is not the predominant language, RECIPIENTS are encouraged to provide their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable. (Applies to both the Section 319 funded projects and the Centennial match projects)

The RECIPIENT shall use the following paragraph in all reports, documents, and signage developed under this agreement: (Applies to Section 319 funded projects only)

“This project has been funded wholly or in part by the United States Environmental Protection Agency under an assistance agreement to the Washington State Department of Ecology. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the mention of trade names or commercial products constitute endorsement or recommendation for use.”

C. Load Reduction Reporting: The RECIPIENT shall complete the “Section 319 Annual Load Reduction Reporting” form in EAGL by January 15 of each year and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has completed the form. This form is used to gather information on best management practices (BMPs) installed and associated pollutant load reductions that were funded as a part of this project.

D. Time Extension: The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA’s assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date. (For Section 319 funded projects only)

SECTION 4: CONDITIONS APPLY TO ALL FEDERAL FUNDING AGREEMENTS, INCLUDING SECTION 319, State Revolving Fund (SRF) Equivalency Projects, and SEWER OVERFLOW AND STORMWATER REUSE MUNICIPAL GRANT (OSG)

A. Acquisitions: RECIPIENTS shall comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended by the Surface

Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.

B. Audit Requirements: In accordance with 2 CFR 200.501(a), the RECIPIENT agrees to obtain a single audit from an independent auditor, if their organization expends \$750,000 or more in total Federal funds in their fiscal year. The RECIPIENT must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse's Internet Data Entry System available at:

<https://facweb.census.gov/>.

C. Archaeological Resources and Historic Properties (Section 106): This requires completion of the Ecology Cultural Resources Review Form, coordination with Ecology Cultural Resources staff, and receipt of the Ecology Final Determination prior to any property acquisition and above and below ground disturbing activities.

D. Architectural and Engineering Services Procurement: The RECIPIENT must procure architectural and engineering services in accordance with the federal requirements in Chapter 11 of Title 40, U.S.C. (see <https://uscode.house.gov/view.xhtml?path=/prelim@title40/subtitle1/chapter11&edition=prelim>).

E Build America, Buy America (BABA – Pub. L. No. 117-58, 70901-52) (Federally funded SRF Equivalency projects only): The RECIPIENT identified by ECOLOGY as receiving federal equivalency funding agrees to comply with all federal requirements applicable to the assistance received (including those imposed by the Infrastructure Investment and Jobs Act ("IIJA"/BIL), Public Law No. 117-58) which the RECIPIENT understands includes, but is not limited to, the following requirements: that all the iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States ("Build America, Buy America Requirements") unless (i) the RECIPIENT has requested and obtained a waiver from the cognizant Agency pertaining to the Project or the Project is otherwise covered by a general applicability waiver; or (ii) all of the contributing Agencies have otherwise advised the RECIPIENT in writing that the Build America, Buy America Requirements are not applicable to the project.

RECIPIENT shall comply with all record keeping and reporting requirements under all applicable legal authorities, including any reports required by the funding authority (such as EPA and/or a state), such as performance indicators of program deliverables, information on costs and project progress. The RECIPIENT identified by ECOLOGY as receiving federal equivalency funding, understands that (i) each contract and subcontract related to the project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the applicable legal requirements and this Agreement may result in a default hereunder that results in a repayment of the assistance agreement in advance of termination and/or repayment of assistance, and/or other remedial actions.

EPA has granted an adjustment period waiver of the requirements of Section 70914(a) of the BIL, pursuant to Section 70914(b)(1) (public interest waiver), for eligible projects financed by SRF projects that have initiated project design planning prior to May 14, 2022, the statutory effective date of the BABA requirements. This action permits the use of non-domestic manufactured products and construction materials in such projects funded by a Clean Water or Drinking Water SRF that may otherwise be prohibited under the BABA requirements of Section 70914. This action permits the use of non-domestic manufactured products and construction materials in such projects funded by a Clean Water or Drinking Water SRF that may otherwise be prohibited under the BABA requirements of Section 70914. Sections 70917(a) and (b) of BIL provide a savings provision for existing statutory requirements that meet or exceed BABA requirements. The statutory American Iron and Steel (AIS) requirements of Clean Water Act (CWA) Section 608 and Safe Drinking Water Act (SDWA) Section 1452(a)(4) has previously applied to SRF projects and will continue to do so as part of BABA requirements.

Where manufactured products used in the project are required to be produced in the United States, manufactured product shall mean manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation. The manufactured products included cover the majority of potential water infrastructure products, including complex products made up of

a variety of material types and components. For water infrastructure projects, commonly manufactured products would include, but not be limited to, pumps, motors, blowers, aerators, generators, instrumentation and control systems, gauges, meters, measurement equipment, treatment equipment, dewatering equipment, actuators, and many other mechanical and electrical items.

F. Disadvantaged Business Enterprise (DBE): General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this agreement.

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C. The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under this agreement. Records documenting compliance with the following six good faith efforts shall be retained:

- 1) Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTS, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.
- 2) Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
- 3) Consider, in the contracting process, whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State, and Local Government RECIPIENTS, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
- 4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
- 5) Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6) If the prime contractor awards subcontracts, require the prime contractor to take the five good faith efforts steps in paragraphs 1 through 5 above.

The RECIPIENT agrees to submit ECOLOGY's Contractor Participation Report Form D with each payment request.

Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.

This does not preclude the RECIPIENT from enacting broader nondiscrimination protections.

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including but not limited to, Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled, or terminated in whole or in part and the RECIPIENT may be declared ineligible for further funding from ECOLOGY. The RECIPIENT shall, however, be given a reasonable time in which to cure this noncompliance.

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this agreement.

"The Contractor will not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally available remedies."

Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list shall include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.

1. Entity's name with point of contact
2. Entity's mailing address, telephone number, and e-mail address
3. The procurement on which the entity bid or quoted, and when
4. Entity's status as an MBE/WBE or non-MBE/WBE

G. Electronic and information Technology (EIT) Accessibility: RECIPIENTS shall ensure that loan funds provided under this agreement for costs in the development or purchase of EIT systems or products provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7. Systems or products funded under this agreement must be designed to meet the diverse needs of users without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology.

H. Federal Funding Accountability and Transparency Act (FFATA) Form, available on the Water Quality Program website.

I. Hotel-Motel Fire Safety Act: The RECIPIENT shall ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (15 USC 2225a, PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance, or to find other information about the Act. Pursuant to 15 USC 2225a.

J. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes, or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and subcontracts more than \$2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act and make such records available for review upon request. Wage determinations and instructions for their use can be found at <https://sam.gov/>.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves “public work” and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW and make such records available for review upon request. Where conflicts arise between the State prevailing wage rates and Davis-Bacon Act prevailing wage requirements the more stringent requirement shall govern. Washington State prevailing wage rates can be found at <https://www.lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>

K. Trafficking in Persons: The RECIPIENT and RECIPIENT employees that are private entities shall not engage in forms of trafficking in persons. This includes, but is not limited to, the procurement of a commercial sex act or forced labor. The RECIPIENT shall notify ECOLOGY immediately of any information received from any source alleging a violation under this provision.

L. Unique Entity Identifier (UEI): The RECIPIENT agrees to register with and make their registration public in the System for Award Management (SAM.gov). The RECIPIENT will be assigned a UEI and agree to include their UEI Number under their organization’s information in EAGL. The UEI number must be entered into EAGL before a funding agreement is signed.

SECTION 5: CONDITIONS APPLY TO STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

The RECIPIENT must submit the following documents/forms to ECOLOGY before this agreement is signed by ECOLOGY:

1. Financial Capability Assessment Documentation (upon request)
2. Opinion of RECIPIENT’s Legal Council – Form available on the Ecology website must be completed and uploaded to the General Uploads form in EAGL.
3. Authorizing Ordinance or Resolution – Must be uploaded to the General Uploads form in EAGL.
4. Federal Funding Accountability and Transparency Act (FFATA) Form (Required for all federally funded SRF Equivalency projects – Form available on the Ecology website must be completed and uploaded to the General Uploads form in EAGL.
5. CWSRF Federal Reporting Information form – Must be completed in EAGL.
6. Fiscal Sustainability Plan (Asset Management) Certification Form (Only required if the project includes construction of a wastewater or stormwater facility construction) – Must be completed in EAGL.
7. Cost and Effectiveness Analysis Certification Form (Required for all projects receiving SRF Loan funding) – Must be completed in EAGL.
8. State Environmental Review Process (SERP) Documentation (Required for treatment works projects only) – Must be uploaded to the Environmental and Cultural Review form in EAGL.

A. Alteration and Eligibility of Project: During the term of this agreement, the RECIPIENT (1) shall not materially alter the design or structural character of the project without the prior written approval of ECOLOGY and (2) shall take no action which would adversely affect the eligibility of the project as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.

B. American Iron and Steel (Buy American – P.L 113-76, Consolidated Appropriations Act 2014, Section 436): This loan provision applies to projects for the construction, alteration, maintenance, or repair of a “treatment works” as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.) The RECIPIENT shall ensure that all iron and steel products used in the project are produced in the United States. Iron and Steel products means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings,

hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The RECIPIENT may request waiver from this requirement from the Administrator of the Environmental Protection Agency. The RECIPIENT must coordinate all waiver requests through ECOLOGY. This provision does not apply if the engineering plans and specifications for the project were approved by ECOLOGY prior to January 17, 2014. ECOLOGY reserves the right to request documentation of RECIPIENT'S compliance with this provision.

C. Authority of RECIPIENT: This agreement is authorized by the Constitution and laws of the state of Washington, including the RECIPIENT's authority, and by the RECIPIENT pursuant to the authorizing ordinance or resolution. The RECIPIENT shall submit a copy of the authorizing ordinance or resolution to the ECOLOGY Financial Manager before this agreement shall be signed by ECOLOGY.

D. Equivalency Projects: ECOLOGY designated equivalency project and alternative designated equivalency project RECIPIENTS agree to accept federal funds and the federal requirements that accompany the funds. This includes all the requirements in Section 4 and this Section.

E. Fiscal Sustainability Plan Certification: The RECIPIENT shall submit a completed Fiscal Sustainability Plan Certification before this agreement is signed by ECOLOGY. The Fiscal Sustainability Plan Certification is available from the ECOLOGY Financial Manager or on the Water Quality Program website.

F. Funding Recognition and Outreach: The RECIPIENT agrees to comply with the EPA SRF Signage Guidance to enhance public awareness of EPA assistance agreements nationwide. Signage guidance can be found at: <https://ecology.wa.gov/About-us/How-we-operate/Grants-loans/Find-a-grant-or-loan/Water-Quality-grants-and-loans/Facility-project-resources>.

G. Insurance: The RECIPIENT shall at all times carry fire and extended insurance coverage, public liability, and property damage, and such other forms of insurance with responsible insurers and policies payable to the RECIPIENT on such of the buildings, equipment, works, plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it shall self-insure or participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to protect it against loss.

H. Litigation Authority: No litigation is now pending, or to the RECIPIENT's knowledge, threatened, seeking to restrain, or enjoin:

- (i) the execution of this agreement; or
- (ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of ULID Assessments therein pledged to pay the principal of and interest on the loan (for revenue secured lien obligations); or
- (iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or
- (iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence, or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.

I. Loan Interest Rate and Terms: This loan agreement shall remain in effect until the date of final repayment of the loan, unless terminated earlier according to the provisions herein.

When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this loan agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan and all accrued

interest to the computation date.

The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a "Loan Amount") shall bear interest based on the interest rate identified in this agreement as the "Effective Interest Rate," per annum, calculated on the basis of a 365-day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments, semiannually, over the term of this loan "Loan Term" as outlined in this agreement.

J. Loan Repayment:

Sources of Loan Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all other agreements and obligations on its part, contained herein, shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all the covenants, agreements, and attachments contained herein.
2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.
3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all the taxable property within the boundaries of the RECIPIENT.
4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

In addition, if this loan is also secured by Utility Local Improvement Districts (ULID) Assessments, this loan shall constitute a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.

5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.
6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan.

If the RECIPIENT defeases or advance refunds the loan, it shall be required to use the proceeds thereof immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:

- (i) The Loan Amount with interest
- (ii) Any other obligations of the RECIPIENT to ECOLOGY under this agreement, unless in its sole discretion ECOLOGY finds that repayment from those additional sources would not be in the public interest.

Failure to repay the Loan Amount plus interest within the time specified in ECOLOGY's notice to make such repayment shall incur Late Charges and shall be treated as a Loan Default.

7. Refinancing or Early Repayment of the Project. So long as ECOLOGY shall hold this loan, the RECIPIENT shall give ECOLOGY thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the loan.

Method and Conditions on Repayments

1. Semiannual Payments. Notwithstanding any other provision of this agreement, the first semiannual payment of principal and interest on this loan shall be due and payable no later than one year after the

project completion date or initiation of operation date, whichever comes first.

Thereafter, equal payments shall be due every six months.

If the due date for any semiannual payment falls on a Saturday, Sunday, or designated holiday for Washington State agencies, the payment shall be due on the next business day for Washington State agencies.

Payments shall be mailed to:
Department of Ecology
Cashiering Unit
P.O. Box 47611
Olympia WA 98504-7611

In lieu of mailing payments, electronic fund transfers can be arranged by working with ECOLOGY's Financial Manager.

No change to the amount of the semiannual principal and interest payments shall be made without a mutually signed amendment to this agreement. The RECIPIENT shall continue to make semiannual payments based on this agreement until the amendment is effective, at which time the RECIPIENT's payments shall be made pursuant to the amended agreement.

2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.

3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others: those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.

4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the Fiscal Office.

K. Loan Security

Due Regard: For loans secured with a Revenue Obligation: The RECIPIENT shall exercise due regard for Maintenance and Operation Expense and the debt service requirements of the Senior Lien Obligations and any other outstanding obligations pledging the Gross Revenue of the Utility, and it has not obligated itself to set aside and pay into the loan Fund a greater amount of the Gross Revenue of the Utility than, in its judgment, shall be available over and above such Maintenance and Operation Expense and those debt service requirements.

Where collecting adequate gross utility revenue requires connecting additional users, the RECIPIENT shall require the sewer system connections necessary to meet debt obligations and expected operation and maintenance expenses.

Levy and Collection of Taxes (if used to secure the repayment of the loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the loan, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.

Not an Excess Indebtedness: For loans secured with a general obligation pledge or a general obligation pledge on special assessments: The RECIPIENT agrees that this agreement and the loan to be made do not create an indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations.

Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the loan.

Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan): All ULID Assessments in the ULID shall be paid into the Loan Fund and used to pay the principal of and interest on the loan.

L. Maintenance and Operation of a Funded Utility: The RECIPIENT shall, at all times, maintain and keep the funded Utility in good repair, working order, and condition.

M. Opinion of RECIPIENT's Legal Counsel: The RECIPIENT must submit an "Opinion of Legal Counsel to the RECIPIENT" to ECOLOGY before this agreement will be signed. ECOLOGY will provide the form.

N. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes, or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and subcontracts more than \$2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act and make such records available for review upon request.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves "public work" and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW and make such records available for review upon request.

O. Progress Reports: RECIPIENTS funded with State Revolving Fund Loan or Forgivable Principal shall include the following verification statement in the "General Comments" text box of each progress report.

"We verified that we are in compliance with all the requirements as outlined in our funding agreement(s) with the Department of Ecology. This includes but is not limited to:

- The Davis-Bacon Act, 29 CFR , prevailing wage requirements, certified weekly payroll, etc.
- The Disadvantaged Business Enterprise (DBE), 40 CFR, Part 33
- The American Iron and Steel Act (Buy American)
- The Build America Buy America Act (BABA) (equivalency projects only)"

P. Representations and Warranties: The RECIPIENT represents and warrants to ECOLOGY as follows:

Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the RECIPIENT, which has not been disclosed in writing to ECOLOGY.

Existence; Authority. It is a duly formed and legally existing municipal corporation or political subdivision of the

state of Washington or a federally recognized Indian Tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this agreement and to undertake the project identified herein.

Certification. Each payment request shall constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this loan agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the project or to repay the principal of or interest on the loan, have occurred since the date of this loan agreement. Any changes in the RECIPIENT's financial condition shall be disclosed in writing to ECOLOGY by the RECIPIENT in its request for payment.

Q. Sale or Disposition of Funded Utility: The RECIPIENT shall not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities, or other part of the funded Utility or any real or personal property comprising a part of the funded Utility unless:

1. The facilities or property transferred are not material to the operation of the funded Utility, or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the funded Utility or are no longer necessary, material, or useful to the operation of the funded Utility; or
2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the funded Utility; or
3. The RECIPIENT receives from the transferee an amount equal to an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the funded Utility from the portion of the funded Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.
4. Expressed written agreement by the ECOLOGY. The proceeds of any transfer under this paragraph must be used (1) to redeem promptly, or irrevocably set aside for the redemption of, Senior Lien Obligations and to redeem promptly the loan, and (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.

R. Sewer-Use Ordinance or Resolution for Funded Wastewater Facility Projects: If not already in existence, the RECIPIENT shall adopt and shall enforce a sewer-use ordinance or resolution. Such ordinance or resolution shall be submitted to ECOLOGY upon request.

The sewer use ordinance must include provisions to:

- 1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system.
- 2) Prohibit inflow of stormwater into separated sewer systems.
- 3) Require that new sewers and connections be properly designed and constructed.

S. Termination and Default:

Termination and Default Events

1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient ECOLOGY or RECIPIENT funds.
2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.
3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan repayment becomes 60 days past due.

4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all its obligations under this loan agreement. The RECIPIENT shall be in default of its obligations under this loan agreement if, in the opinion of ECOLOGY, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this loan agreement.

Procedures for Termination. If this loan agreement is terminated prior to project completion, ECOLOGY shall provide to the RECIPIENT a written notice of termination at least five working days prior to the effective date of termination (the "Termination Date"). The written notice of termination by the ECOLOGY shall specify the Termination Date and, when applicable, the date by which the RECIPIENT must repay any outstanding balance of the loan and all accrued interest (the "Termination Payment Date").

Termination and Default Remedies

No Further Payments. On and after the Termination Date, or in the event of a default event, ECOLOGY may, at its sole discretion, withdraw the loan and make no further payments under this agreement.

Repayment Demand. In response to an ECOLOGY initiated termination event, or in response to a loan default event, ECOLOGY may at its sole discretion demand that the RECIPIENT repay the outstanding balance of the Loan Amount and all accrued interest.

Interest after Repayment Demand. From the time that ECOLOGY demands repayment of funds, amounts owed by the RECIPIENT to ECOLOGY shall accrue additional interest at the rate of one percent per month, or fraction thereof.

Accelerate Repayments. In the event of a default, ECOLOGY may, in its sole discretion, declare the principal of and interest on the loan immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligation upon the Net Revenue. That is, the loan is not subject to acceleration so long as any Senior Lien Obligations are outstanding. Repayments not made immediately upon such acceleration will incur Late Charges.

Late Charges. All amounts due to ECOLOGY and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, shall incur late charges.

Intercept State Funds. In the event of a default event and in accordance with Chapter 90.50A.060 RCW, "Defaults," any state funds otherwise due to the RECIPIENT may, at ECOLOGY's sole discretion, be withheld and applied to the repayment of the loan.

Property to ECOLOGY. In the event of a default event and at the option of ECOLOGY, any personal property (equipment) acquired under this agreement may, in ECOLOGY's sole discretion, become ECOLOGY's property. In that circumstance, ECOLOGY shall reduce the RECIPIENT's liability to repay money by an amount reflecting the fair value of such property.

Documents and Materials. If this agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT shall, at the option of ECOLOGY, become ECOLOGY property. The RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Collection and Enforcement Actions. In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by the RECIPIENT, under this agreement.

Fees and Expenses. In any action to enforce the provisions of this agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff) shall be awarded to the prevailing party as that term is defined in Chapter 4.84.330 RCW.

Damages. Notwithstanding ECOLOGY's exercise of any or all the termination or default remedies provided in this agreement, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and/or the state of Washington because of any breach of this agreement by the RECIPIENT. ECOLOGY may withhold

payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

T. User-Charge System for Funded Utilities: The RECIPIENT certifies that it has the legal authority to establish and implement a user-charge system and shall adopt a system of user-charges to assure that each user of the funded utility shall pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the project. The user-charge system will include provisions for a connection charge.

In addition, the RECIPIENT shall regularly evaluate the user-charge system, at least annually, to ensure the system provides adequate revenues necessary to operate and maintain the funded utility, to establish reserves to pay for replacement, and to repay the loan.

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <<http://www.sam.gov>> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <<http://www.usaspending.gov>>.

For more details on FFATA requirements, see www.fsr.gov <<http://www.fsr.gov>>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

- As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 1. Procure or obtain;
 2. Extend or renew a contract to procure or obtain; or
 3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <<https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\)](https://sam.gov/SAM) <<https://sam.gov/SAM>> exclusion list.

ECOLOGY GENERAL TERMS AND CONDITIONS

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://apps.ecology.wa.gov/publications/SummaryPages/2301002.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:

- Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.

* For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).

b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
- Make the IDP readily available to anyone working at the project site.

- Discuss the IDP with staff, volunteers, and contractors working at the project site.
- Implement the IDP when Cultural Resources or human remains are found at the project site.

c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.

- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.

d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.

- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.

e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.

b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.

c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.

d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.

e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.

f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.

g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.

h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.

i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: <https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 - 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 - 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing, <https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of Terms and Conditions

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 02/26/2024**Committee Agenda type:** Consent**Date Rec'd**

2/15/2024

Clerk's File #**Renews #****Cross Ref #****Council Meeting Date:** 03/11/2024**Submitting Dept**

INTEGRATED CAPITAL

Project #

2024054

Contact Name/Phone

MARK PAPICH 625-6310

Bid #**Contact E-Mail**

MPAPICH@SPOKANECITY.ORG

Requisition #**Agenda Item Type**

Contract Item

Council Sponsor(s)

MCATHCART BWILKERSON ZZAPONE

Agenda Item Name

4250 – DEPT OF ECOLOGY GRANT DRYWELL REHABILITATION

Agenda Wording

Grant agreement number WQC-2023-Spokane-00103 with the Washington State Department of Ecology for Drywell Rehabilitation in Wellhead Protection Zones - \$262,500.00 Revenue.

Summary (Background)

The Department of Ecology has awarded the City of Spokane a grant to assess drywells within the Wellhead Protection Zones in northeast Spokane. The City does not have any match requirements for this grant. The revenue and expenses are budgeted and consistent with the 6-year Capital Program.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 262,500.00

Current Year Cost \$ 262,500.00

Subsequent Year(s) Cost \$

Narrative

There is a 25% match requirement. These grant dollars provide a substantial amount of funding toward important public works projects in the City's 6-year Capital Improvement Plan.

Amount**Budget Account**

Revenue \$ 262,500.00

4250 98817 99999 33431 14406

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

DAVIS, MARCIA

Division Director

FEIST, MARLENE

Accounting Manager

ALBIN-MOORE, ANGELA

Legal

HARRINGTON,

For the Mayor

PICCOLO, MIKE

Additional Approvals

ACCOUNTING -

MURRAY, MICHELLE

Distribution List

eraea@spokanecity.org

icmaccounting@spokanecity.org

mpapich@spokanecity.org

mdavis@spokanecity.org

kkeck@spokanecity.org

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	2/26/24
Submitting Department	Integrated Capital Management
Contact Name	Mark Papich
Contact Email & Phone	mpapich@spokanecity.org
Council Sponsor(s)	<u>CP Wilkerson, CM Bingle, CM Klitzke</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Department of Ecology SFAP and Capacity Grant Agreements
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The Department of Ecology annually awards funding for grants and loans based on competitive process and legislature approval. In October of 2021 and October of 2022, the City applied for SFAP grant funds through the Washington State Department of Ecology. The City of Spokane has been awarded grant funds for five projects. In addition, the City has been awarded a Capacity Grant through the Department of Ecology. This grant funding can be applied to any activities associated with managing our Phase II Municipal Stormwater Permit.</p> <p>Below are the pertinent details of the funding agreements:</p> <ul style="list-style-type: none"> • Francis/Assembly/Nine Mile Stormwater Facility <ul style="list-style-type: none"> ▪ Total Grant Amount: \$127,500 ▪ City Match=25% (\$22,500) ▪ Project Phase: Design • Five Mile Regional Infiltration Facility Rehab <ul style="list-style-type: none"> ▪ Total Grant Amount: \$150,000 ▪ City Match=25% (\$50,000) ▪ Project Phase: Design • CSO Basin 34 (I-90) Stormwater Mitigation/Separation <ul style="list-style-type: none"> ▪ Total Grant Amount: \$5,015,000 ▪ City Match=15% (\$885,000) ▪ Project Phase: Construction • Washington Basin Stormwater Study <ul style="list-style-type: none"> ▪ Total Grant Amount: \$262,500 ▪ City Match=25% (\$87,500) ▪ Project Phase: Planning • Drywell Rehab in Well-head Protection Zones <ul style="list-style-type: none"> ▪ Total Grant Amount: \$262,500 ▪ City Match=25% (\$87,500) ▪ Project Phase: Planning • Capacity Grant <ul style="list-style-type: none"> ▪ Total Grant Amount: \$130,000 ▪ City Match=0% ▪ Project Phase: Any permit management activity
Fiscal Impact	

Approved in current year budget? Yes No N/A

Total Cost: \$1,914,500

Current year cost: \$1,914,500

Subsequent year(s) cost:

Narrative: These grant dollars provide a substantial amount of funding toward important public works projects in the City's 6-year CIP. Without these dollars, the City would be unable to implement these projects within the proposed timeline. These projects enhance our ability to protect the water quality of the Spokane River and continue to provide a significant asset to our community.

Funding Source One-time Recurring N/A

Specify funding source: Select Funding Source*

Is this funding source sustainable for future years, months, etc? [Click or tap here to enter text.](#)

Expense Occurrence One-time Recurring N/A

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

Operations Impacts (If N/A, please give a brief description as to why)

What impacts would the proposal have on historically excluded communities?

Public Works services and projects are designed to serve all residents 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 public works project 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?

This project is consistent with the City's adopted policies and programs.



Agreement WQC-2023-Spokane-00103

WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT

BETWEEN THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF SPOKANE

This is a binding Agreement entered into by and between the State of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY" and the city of Spokane, hereinafter referred to as the "RECIPIENT" to carry out with the provided funds, the activities described herein.

GENERAL INFORMATION

Project Title:	Drywell Rehabilitation in Wellhead Protection Zones
Total Cost:	\$350,000.00
Total Eligible Cost:	\$350,000.00
Ecology Share:	\$262,500.00
Recipient Share:	\$87,500.00
The Effective Date of this Agreement is:	7/1/2022
The Expiration Date of this Agreement is no later than:	6/30/2026
Project Type:	Stormwater Facility

Project Short Description: (500-character limit, includes spaces)

This project will ultimately improve water quality in the Spokane Valley-Rathdrum Prairie aquifer through the assessment of drywells within the Wellhead Protection Zones in the northeast portion of the city of Spokane. This project will evaluate the drywells and identify solutions to bring them up to current standards.

Project Long Description: (4,000-character limit, includes spaces)

The RECIPIENT's sole source of drinking water is the Spokane Valley-Rathdrum Prairie (SVRP) aquifer. Drywells located in the city ultimately drain to the SVRP aquifer, which interacts with the Spokane River through gaining and losing reaches. Many drywells are located within wellhead protection zones that do not meet current ECOLOGY Underground Injection Control (UIC) or Stormwater Management Manual for Eastern Washington (SWMMEW) requirements, which both necessitate water quality treatment prior to infiltrating stormwater. The wellheads are primarily located on the east side of the city and are generally overlain by highly permeable soils, making them susceptible to contamination from infiltrated stormwater above.

As a general practice, the RECIPIENT installs a drywell UIC as an overflow component to treatment best management practices (BMPs) to serve as the facility's outlet. In some cases, drywells are directly receiving stormwater for infiltration without treatment. Many are older drywells and pre-date current UIC regulations. In this project, the RECIPIENT will perform a hydrologic stormwater study focusing on the northeast portion of the city. The RECIPIENT will:

- Review existing drywell inventory data and identify data gaps for the study area.
- Identify problem areas and causes.
- Complete field investigations including visual observation, measurements, infiltration testing, and geotechnical borings.
- Perform hydrologic analysis including verifying basin areas contributing to drywells, calculating flows to drywells, and analyzing and refining solution alternatives.
- Develop a plan to rehabilitate the drywells, prevent localized flooding, and provide water quality treatment in line with current stormwater standards.
- Develop a final report that summarizes the work completed and provides an action plan for implementing solutions.

Ultimately, this project will provide the RECIPIENT with an action plan to move forward with implementing solutions to protect the SVRP aquifer and the Spokane River.

Overall Goal: (1,000-character limit, includes spaces)

This project will help protect and restore water quality in Washington state by reducing stormwater impacts from existing infrastructure and development.

RECIPIENT INFORMATION

Organization Name: City of Spokane

Mailing Address: 808 W Spokane Falls Blvd
Spokane, WA 99201

Physical Address: 808 W Spokane Falls Blvd
Spokane, WA 99201

Organization Email: mpapich@spokanecity.org

Contacts

Project Manager	Mark Papich Senior Engineer 808 W Spokane Falls Blvd Spokane, WA 99201 Email: mpapich@spokanecity.org Phone: (509) 625-6310
Authorized Signatory	Nadine Woodward Mayor 808 W Spokane Falls Blvd Spokane, WA 99201 Email: mayor@spokanecity.org Phone: (509) 625-6310
Billing Contact	LaVonne Martelle Accountant I 44 W Riverside Spokane, WA 99201-3343 Email: lmartelle@spokanecity.org Phone: (509) 625-7000

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Water Quality
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Department of Ecology
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Shilo Sprouse 4601 N Monroe Spokane, WA 99205-1295 Email: shsp461@ecy.wa.gov Phone: (509) 862-8584
Financial Manager	Joe Kinerk P.O. Box 47600 Olympia, WA 98504 Email: joek461@ecy.wa.gov Phone: (360) 724-2875
Technical Advisor	Doug Howie P.O. Box 47600 Olympia, WA 98504 Email: doho461@ecy.wa.gov Phone: (360) 870-0983

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

RECIPIENT agrees to read, understand, and accept all information contained within this entire Agreement. Furthermore, RECIPIENT acknowledges that they have reviewed the terms and conditions of this Agreement, Scope of Work, attachments, all incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement.

Washington State Department of Ecology

City of Spokane

Vincent McGowan
Water Quality
Program Manager

Date

Nadine Woodard
Mayor

Date

Additional City/County Signatories Date
Email Address:

SCOPE OF WORK

Task Number: 1

Task Cost: \$0.00

Task Title: Grant and Loan Administration

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; an EAGL (Ecology Administration of Grants and Loans) and Recipient Close Out Report. In the event that the RECIPIENT elects to use a contractor to complete project elements, the RECIPIENT shall retain responsibility for the oversight and management of this funding agreement.

B. The RECIPIENT shall keep documentation that demonstrates the project is in compliance with applicable procurement, contracting, and interlocal agreement requirements; permitting requirements, including application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items. This documentation shall be made available to ECOLOGY upon request.

C. The RECIPIENT shall maintain effective communication with ECOLOGY and maintain up-to-date staff contact information in the EAGL system. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant and loan administrative requirements.

Task Expected Outcome:

* Timely and complete submittal of requests for reimbursement, quarterly progress reports, and Recipient Close Out Report.

* Properly maintained project documentation.

Grant and Loan Administration Deliverables

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges, and changes in the project schedule. Submitted at least quarterly.	
1.2	Recipient Close Out Report (EAGL Form).	

SCOPE OF WORK

Task Number: 2

Task Cost: \$0.00

Task Title: Cultural and Environmental Review, and Permitting

Task Description:

The RECIPIENT must ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

- A. The RECIPIENT will submit the documents listed below to initiate ECOLOGY's cultural resources review. Property acquisition and above and below ground activities proposed at any project site must be reviewed by ECOLOGY for potential affects to cultural resources.

The RECIPIENT must receive written notice from ECOLOGY prior to proceeding with work. Examples of work may include (but are not limited to) geotechnical work, acquisition, site prep work, and BMP installations. Work done prior to written notice to proceed shall not be eligible for reimbursement.

To initiate cultural resources review:

1. The RECIPIENT will submit the Cultural Resources Review Form to ECOLOGY, using the ECOLOGY template. Any supporting materials must conform to the Department of Archeology and Historic Preservation's (DAHP) Washington State Standards for Cultural Resource Reporting. The Cultural Resources Review Form template may be found on the ECOLOGY website.
 2. The RECIPIENT will submit an Inadvertent Discovery Plan (IDP) to ECOLOGY, using the ECOLOGY template. The RECIPIENT will ensure that all contractors and subcontractors have a copy of the completed IDP prior to and while working on-site. The IDP template may be found on the ECOLOGY website.
- B. The RECIPIENT will submit the State Environmental Policy Act (SEPA) checklist for ECOLOGY project manager review and notify the ECOLOGY project manager when the official comment period begins. The RECIPIENT will also upload the final SEPA determination.
- C. The RECIPIENT is responsible for application of, receipt of, and compliance with all required local, state, tribal, and federal permits, licenses, easements, or property rights necessary for the project.

Task Goal Statement:

The RECIPIENT will complete all cultural and environmental reviews and permitting tasks in a timely manner.

Task Expected Outcome:

The project will meet the requirements set forth by the cultural resource protection requirements, State Environmental Policy Act, and all other applicable federal, state, and local laws, and regulations.

Cultural and Environmental Review, and Permitting Deliverables

Number	Description	Due Date
2.1	ECOLOGY Cultural Resources Review Form. Email the form and any supplemental cultural resources documentation directly to the ECOLOGY Project Manager. DO NOT upload the cultural resources form or documentation to EAGL.	
2.2	ECOLOGY Inadvertent Discovery Plan (IDP). Email the form directly to the ECOLOGY Project Manager for review. Upload to EAGL once review is complete.	

2.3	SEPA Checklist, if deemed necessary for the project. Upload the checklist, or other documentation for projects considered exempt from SEPA review, to EAGL and notify ECOLOGY when official comment period begins.	
2.4	Final SEPA Determination, if deemed necessary for the project. Upload to EAGL and notify ECOLOGY.	

DRAFT

SCOPE OF WORK

Task Number: 3

Task Cost: \$100,000

Task Title: Assessment Process and Data Review

Task Description:

The RECIPIENT must ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

- A. The RECIPIENT will develop a framework for the drywell assessment process. The RECIPIENT will document the process in a memo that includes the assessment methods, field evaluations, and criteria that will be used to assess each drywell. This process will include establishing if each UIC has been appropriately registered with ECOLOGY. The RECIPIENT will submit the memo to ECOLOGY for review to ensure the assessments proceed according to those expectations.
- B. The RECIPIENT will review existing drywell inventory data and identify data gaps. The RECIPIENT will gather and examine GIS data, land use, land characteristics, and stormwater and water resources data. The RECIPIENT will include the applicable requirements for UICs, presence of existing stormwater facilities, property ownership, drainage area, upstream land use, soils/geology, groundwater, and topography. The RECIPIENT will use this information and the assessment process to review each drywell.
- C. The RECIPIENT will conduct field evaluations for the identified drywells.
- D. The RECIPIENT will apply the information gathered in the assessment process and field evaluations to the criteria in the site selection process to determine whether the wells are compliant with current UIC regulations and are candidates for retrofit. The RECIPIENT will produce a list of the drywells that will move forward for conceptual design.
- E. The RECIPIENT will add the data collected and reviewed into the existing drywell inventory.
- F. The RECIPIENT will prepare a final report summarizing the basin data, site selection process, outcomes, and GIS map(s) of identified sites.

Task Goal Statement:

The RECIPIENT will identify and screen UICs for need to retrofit.

Task Expected Outcome:

The RECIPIENT will choose project sites and develop a final report summarizing the data, process, and outcomes.

Design Plans and Specifications Deliverables

Number	Description	Due Date
3.1	Contract documents, if applicable. The contract must include ECOLOGY's standard contract clauses and/or specification insert. Upload to EAGL and notify ECOLOGY.	
3.2	Memo of Framework for Assessment Process. Upload to EAGL and notify ECOLOGY.	
3.3	Responses to ECOLOGY comments. Upload to EAGL and notify ECOLOGY.	

3.4	Draft Final Report. Upload to EAGL and notify ECOLOGY.	
3.5	Responses to ECOLOGY Final Report comments. Upload to EAGL and notify ECOLOGY.	
3.6	Final Report. Upload to EAGL and notify ECOLOGY.	

DRAFT

SCOPE OF WORK

Task Number: 4

Task Cost: \$250,000

Task Title: Preliminary Design

Task Description:

The RECIPIENT must ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

- A. The RECIPIENT will conduct site-specific geotechnical investigation to determine the feasibility of stormwater infiltration.
- B. For drywells that are out of compliance and in need of retrofit, the RECIPIENT will develop solutions to bring the drywells into compliance.
- C. The RECIPIENT will develop conceptual designs, cost estimates, and permit strategies for the retrofit facilities at the chosen project sites. Projects must be designed in accordance with the Stormwater Management Manual for Eastern Washington, or equivalent manual. Refer to the ECOLOGY website for specific guidance. Projects must be reviewed and accepted in writing by ECOLOGY to be eligible for reimbursement.

Task Goal Statement:

Task Expected Outcome:

Construction Management Deliverables

Number	Description	Due Date
4.1	List of projects to move forward to preliminary design. Upload to EAGL and notify ECOLOGY.	
4.2	Preliminary Design(s). Upload to EAGL and notify ECOLOGY.	
4.3	Responses to ECOLOGY Preliminary Design comments. Upload to EAGL and notify ECOLOGY.	
4.4	ECOLOGY Preliminary Design Acceptance Letter. Upload to EAGL and notify ECOLOGY.	

SCOPE OF WORK

Task Number: 5

Task Cost:

Task Title: Project Close Out

Task Description:

The RECIPIENT must ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

- A. The RECIPIENT will submit a GIS compatible project area as a shapefile, geodatabase file, or ECOLOGY-accepted equivalent. The project area should include polygon features for stormwater facilities and contributing areas.
- B. The RECIPIENT will submit the Recipient Close Out Report (RCOR) in EAGL in accordance with Task 1.
- C. The RECIPIENT will submit an Outcomes Summary using the ECOLOGY template.

Task Goal Statement:

The RECIPIENT will complete all close out submittals in a timely manner.

Task Expected Outcome:

Timely and complete submittal of O&M plan, equivalent area calculation, GIS, Recipient Closeout Report, and Outcomes Summary.

Project Closeout Deliverables

Number	Description	Due Date
5.1	Project area shapefile, geodatabase file, or ECOLOGY-accepted equivalent. Upload to EAGL and notify ECOLOGY. Upload ECOLOGY acceptance documentation.	
5.2	Outcomes Summary. Upload to EAGL and notify ECOLOGY.	

BUDGET (EAGL WILL GENERATE THIS SECTION BASED ON PROJECT TYPE/PARAMETERS, ETC. IT MIGHT BE HELPFUL FOR THE RECIPIENT TO USE THE BUDGET TABLE TO PLAN OUT THEIR BUDGET).

Funding Distribution

Funding Title: SFAP
 Funding Type: Grant
 Funding Effective Date:
 Funding Expiration Date:
 Funding Source: State – Stormwater Financial Assistance Program

Recipient Match %: 15%
 InKind Interlocal Allowed: No
 InKind Other Allowed: No
 Is this Funding Distribution used to match a federal grant? No

Indirect Rate: 30%

Stormwater Financial Assistance Program	Task Total	Recipient Amount	ECY Amount
1. Grant and Loan Administration	0	0	0
2. Cultural and Environmental Review, and Permitting	0	0	0
3. Assessment Process and Data Review	100,000	15,000	85,000
4. Preliminary Design	250,000	37,500	212,500
5. Project Close Out	0	0	0
Total	350,000	52,500	297,500

Funding Distribution Name	Recipient Match	Recipient Share	Ecology Share	Total
SFAP	15%	52,500	297,500	350,000
Total		52,500	297,500	350,000

Application Budget Worksheet (not for EAGL, but do not delete from this draft document)

Funding Offer:

SFAP Grant Offer	SRF Standard Loan Offer	SRF Forgivable Principal Loan Offer	[Other WQC Funding] Offer	Total Funding Offer

Does the funding offer amount shown in the following forms all match?

Offer Letter uploaded in EAGL: EAGL Offer Form: Published Offer List:

Was the funding offer less than the amount requested because of ineligible items? Please describe.

--

Application Budget (copy tasks and amounts from EAGL)

Task	Budget in App	Notes
1. Grant and Loan Administration		
2. Cultural, Environmental Review, and Permitting		
3. Design Plans and Specifications		
4. Construction Management		
5. Construction		
6. Project Close Out		
Total		

Agreement Budget

Task	Revised Budget	Notes
1. Grant and Loan Administration		
2. Cultural, Environmental Review, and Permitting		
3. Design Plans and Specifications		
4. Construction Management		
5. Construction		
6. Project Close Out		
Total		

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS (Updated June 2023)

SECTION 1: DEFINITIONS

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:

“Administration Charge” means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology’s cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

“Administrative Requirements” means the effective edition of ECOLOGY’s Administrative Requirements for Recipients of Ecology Grants and Loans at the signing of this agreement.

“Annual Debt Service” for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.

“Average Annual Debt Service” means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.

“Accrued Interest” means the interest incurred as loan funds are disbursed.

“Acquisition” means the purchase or receipt of a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.

“Build American Buy American (BABA)” means a portion of the Infrastructure Investment and Jobs Act and establishes a domestic content procurement preference for all Federal financial assistance obligated for infrastructure projects after May 14, 2022.

“Bipartisan Infrastructure Law (BIL)” means funding to improve drinking water, wastewater and stormwater infrastructure.

“Centennial Clean Water Program” means the state program funded from various state sources.

“Contract Documents” means the contract between the RECIPIENT and the construction contractor for construction of the project.

“Construction Materials” means an article, material, or supply (other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; aggregate binding agents or additives; or non-permanent products) that is or consists primarily of, non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), (including optic glass), lumber, and drywall.

“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water quality problem as described in Chapter 173-98-730 WAC.

“Davis Bacon Prevailing Wage Act” means the federal law mandating on-site workers on public works projects be paid certain wages, benefits, and overtime (also known as “prevailing wage” on all government-funded construction, alteration, and repair projects.

“Defeasement” or “Defeasance” means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

“Effective Date” means the earliest date on which eligible costs may be incurred.

“Effective Interest Rate” means the total interest rate established by Ecology that includes the Administrative Charge.

“Estimated Loan Amount” means the initial amount of funds loaned to the RECIPIENT.

“Estimated Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount and the estimated schedule for completion of the project.

“Equivalency” means the amount of State Revolving Fund (SRF) funding each funding cycle equivalent to the EPA grant to Ecology.

“Equivalency Project” means State Revolving Fund (SRF) funded project(s) designated by ECOLOGY to receive federal funding and meet additional federal requirements.

“Expiration Date” means the latest date on which eligible costs may be incurred.

“Final Accrued Interest” means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.

“Final Loan Amount” means all principal of and accrued interest on the loan from the Project Start Date through the Project Completion Date.

“Final Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Final Loan Amount and the initiation of operation or completion date, whichever comes first.

“Forgivable Principal” means the portion of a loan that is not required to be paid back by the borrower.

“General Obligation Debt” means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

“General Obligation Payable from Special Assessments Debt” means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all the taxable property within the boundaries of the RECIPIENT.

“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defeasance or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

“Guidelines” means the ECOLOGY's Funding Guidelines that correlate to the State Fiscal Year in which the project is funded.

“Initiation of Operation Date” means the actual date the facility financed with proceeds of the loan begins to operate for its intended purpose. (For loans only)

“Iron and Steel Products” means products made primarily of iron or steel including but may not be limited to: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

“Loan” means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.

“Loan Amount” means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

“Loan Fund” means the special fund created by the RECIPIENT for the repayment of the principal of and interest on the loan.

“Loan Security” means the mechanism by which the RECIPIENT pledges to repay the loan.

“Loan Term” means the repayment period of the loan.

“Maintenance and Operation Expense” means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

“Manufactured Products” means, items and construction materials composed in whole or in part of non-ferrous metals such as aluminum plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

“Produced in the United States” means for iron and steel products, that all manufacturing processes, from the initial melting state through the application of coatings, occurred in the United States.

“Net Revenue” means the Gross Revenue less the Maintenance and Operation Expense.

“Original Engineer’s Estimate” means the engineer’s estimate of construction costs included with bid documents.

“Prevailing Wage” means hourly wage, usual benefits, and overtime paid in the largest city in each county, to the majority of workers, laborers, and mechanics performing the same work. The rate is established separately for each county.

“Principal and Interest Account” means, for a loan that constitutes Revenue-Secured Debt, the account created in the loan fund to be first used to repay the principal of and interest on the loan.

“Project” means the project described in this agreement.

“Project Completion Date” means the date specified in the agreement on which the Scope of Work will be fully completed and is the last day eligible costs can be incurred. This term is only used in loan agreements.

“Project Schedule” means that schedule for the project specified in the agreement.

“Revenue-Secured Debt” means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

“Reserve Account” means, for a loan that constitutes a Revenue Secured Debt and if specifically identified as a term and condition of the funding agreement, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

“Risk-Based Determination” means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

“Scope of Work” means the tasks and activities constituting the project.

“Section 319” means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.

“Senior Lien Obligations” means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or

issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

“State Water Pollution Control Revolving Fund (Revolving Fund)” means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.

“Termination Date” means the effective date of ECOLOGY’s termination of the agreement.

“Termination Payment Date” means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

“Total Eligible Project Cost” means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding, including any required recipient match.

“Total Project Cost” means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

“Unique Entity Identity Identifier (UEI)” means a 12-character alphanumeric ID assigned by SAM.gov. to an entity doing business with or receiving funds from the federal government. This number replaces the DUNS number.

“ULID” means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

“ULID Assessments” means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

“Utility” means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

SECTION 2: CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY COMBINED FINANCIAL ASSISTANCE FUNDING.

The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference and are available on ECOLOGY’s Water Quality Program website.

A. Accounting Standards: The RECIPIENT shall maintain accurate records and accounts for the project (PROJECT Records) in accordance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB), including standards related to the reporting of infrastructure assets or in accordance with the standards in Chapter 43.09.200 RCW “Local Government Accounting – Uniform System of Accounting.”

B. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, “Contracts for Architectural and Engineering Services,” have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final architectural/engineering services contract and submit a copy of the contract to ECOLOGY.

C. Acquisition: The following provisions shall be in force only if the project described in this agreement is an acquisition project:

a. Evidence of Land Value and Title. The RECIPIENT shall submit documentation of the cost of the property rights and the type of ownership interest that has been acquired.

b. Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased with funding assistance provided through this agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the agreement before final payment.

c. Conveyance of Rights to the State of Washington. Upon purchase of real property rights (both fee simple and lesser interests), the RECIPIENT shall execute the document necessary to convey certain rights and responsibilities to ECOLOGY, on behalf of the State of Washington. The documents required will depend on the project type, the real property rights being acquired, and whether or not those rights are being acquired in perpetuity (see options below). The RECIPIENT shall use language provided by ECOLOGY, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to ECOLOGY.

Documentation Options:

1. Deed of Right. The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. RECIPIENTS shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the RECIPIENT has acquired a perpetual easement for public purposes. The RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the deed of right.

2. Assignment of Rights. The Assignment of Rights document transfers certain rights such as access and enforcement to ECOLOGY. The RECIPIENT shall use this document when an easement or lease is being acquired for water quality and habitat conservation. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.

3. Easements and Leases. The RECIPIENT may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; therefore, the RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the easement or lease.

d. Real Property Acquisition and Relocation Assistance.

1. Federal Acquisition Policies. See Section 4 of this agreement for requirements specific to Section 319 and SRF funded projects.

2. State Acquisition Policies. When state funds are part of this agreement, the RECIPIENT agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.

3. Housing and Relocation. In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the RECIPIENT agrees to provide any housing and relocation assistance required.

e. Hazardous Substances.

1. Certification. The RECIPIENT shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:

i. No hazardous substances were found on the site, or

ii. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site is deemed "clean."

2. Responsibility. Nothing in this provision alters the RECIPIENT's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.

3. Hold Harmless. The RECIPIENT will defend, protect and hold harmless ECOLOGY and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the RECIPIENT is acquiring.

f. Restriction On Conversion Of Real Property And/Or Facilities To Other Uses

The RECIPIENT shall not at any time convert any real property (including any interest therein) or facility acquired, developed, maintained, renovated, and/or restored pursuant to this agreement to uses other than those purposes for which funds were approved without prior approval of ECOLOGY. For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.

D. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY's Water Quality Program funding website.

E. Electronic Fund Transfers: Payment will be issued through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process or electronic fund transfers, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.

F. Equipment Purchase: Equipment purchases over \$5,000 and not included in the scope of work or the Ecology approved construction plans and specifications, must be pre-approved by ECOLOGY's project manager before purchase. All equipment purchases over \$5,000 and not included in a contract for work being completed on the funded project, must also be reported on the Equipment Purchase Report in EAGL.

G. Funding Recognition: The RECIPIENT must inform the public about any ECOLOGY or EPA funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Contact your Ecology Project Team to determine the appropriate recognition for your project.

H. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

I. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY upon request.

J. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

K. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY's Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

L. Project Status Evaluation: ECOLOGY may evaluate the status at any time. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

M. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement shall be consistent with the current U.S. Natural Resource Conservation Service (“NRCS”) Field Office Technical Guide for Washington State and specific requirements outlined in the Water Quality Funding Guidelines. Technical assistance, proposed practices, or project designs that do not meet these standards may be eligible if approved in writing by ECOLOGY.

SECTION 3: CONDITIONS APPLY TO SECTION 319 AND CENTENNIAL CLEAN WATER FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS.

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

1. Federal Funding Accountability and Transparency Act (FFATA) Form is available on the Water Quality Program website and must be completed and submitted to Ecology. (This form is used for Section 319 (federal) funds only)

2. “Section 319 Initial Data Reporting” form must be completed in EAGL.

A. Data Reporting: The RECIPIENT must complete the “Section 319 Initial Data Reporting” form in EAGL before this agreement can be signed by Ecology. This form is used to gather general information about the project for EPA.

B. Funding Recognition and Outreach: In addition to Section 2.F. of these Special Terms and Conditions, the RECIPIENT shall provide signage that informs the public that the project is funded by EPA. The signage shall contain the EPA logo and follow usage requirements available at <http://www2.epa.gov/stylebook/using-epa-seal-and-logo>. To obtain the appropriate EPA logo or seal graphic file, the RECIPIENT may send a request to their Ecology Financial Manager.

To increase public awareness of projects serving communities where English is not the predominant language, RECIPIENTS are encouraged to provide their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable. (Applies to both the Section 319 funded projects and the Centennial match projects)

The RECIPIENT shall use the following paragraph in all reports, documents, and signage developed under this agreement: (Applies to Section 319 funded projects only)

“This project has been funded wholly or in part by the United States Environmental Protection Agency under an assistance agreement to the Washington State Department of Ecology. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the mention of trade names or commercial products constitute endorsement or recommendation for use.”

C. Load Reduction Reporting: The RECIPIENT shall complete the “Section 319 Annual Load Reduction Reporting” form in EAGL by January 15 of each year and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has completed the form. This form is used to gather information on best management practices (BMPs) installed and associated pollutant load reductions that were funded as a part of this project.

D. Time Extension: The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA’s assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date. (For Section 319 funded projects only)

SECTION 4: CONDITIONS APPLY TO ALL FEDERAL FUNDING AGREEMENTS, INCLUDING SECTION 319, State Revolving Fund (SRF) Equivalency Projects, and SEWER OVERFLOW AND STORMWATER REUSE MUNICIPAL GRANT (OSG)

A. Acquisitions: RECIPIENTS shall comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended by the Surface

Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.

B. Audit Requirements: In accordance with 2 CFR 200.501(a), the RECIPIENT agrees to obtain a single audit from an independent auditor, if their organization expends \$750,000 or more in total Federal funds in their fiscal year. The RECIPIENT must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse's Internet Data Entry System available at:

<https://facweb.census.gov/>.

C. Archaeological Resources and Historic Properties (Section 106): This requires completion of the Ecology Cultural Resources Review Form, coordination with Ecology Cultural Resources staff, and receipt of the Ecology Final Determination prior to any property acquisition and above and below ground disturbing activities.

D. Architectural and Engineering Services Procurement: The RECIPIENT must procure architectural and engineering services in accordance with the federal requirements in Chapter 11 of Title 40, U.S.C. (see <https://uscode.house.gov/view.xhtml?path=/prelim@title40/subtitle1/chapter11&edition=prelim>).

E Build America, Buy America (BABA – Pub. L. No. 117-58, 70901-52) (Federally funded SRF Equivalency projects only): The RECIPIENT identified by ECOLOGY as receiving federal equivalency funding agrees to comply with all federal requirements applicable to the assistance received (including those imposed by the Infrastructure Investment and Jobs Act ("IIJA"/BIL), Public Law No. 117-58) which the RECIPIENT understands includes, but is not limited to, the following requirements: that all the iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States ("Build America, Buy America Requirements") unless (i) the RECIPIENT has requested and obtained a waiver from the cognizant Agency pertaining to the Project or the Project is otherwise covered by a general applicability waiver; or (ii) all of the contributing Agencies have otherwise advised the RECIPIENT in writing that the Build America, Buy America Requirements are not applicable to the project.

RECIPIENT shall comply with all record keeping and reporting requirements under all applicable legal authorities, including any reports required by the funding authority (such as EPA and/or a state), such as performance indicators of program deliverables, information on costs and project progress. The RECIPIENT identified by ECOLOGY as receiving federal equivalency funding, understands that (i) each contract and subcontract related to the project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the applicable legal requirements and this Agreement may result in a default hereunder that results in a repayment of the assistance agreement in advance of termination and/or repayment of assistance, and/or other remedial actions.

EPA has granted an adjustment period waiver of the requirements of Section 70914(a) of the BIL, pursuant to Section 70914(b)(1) (public interest waiver), for eligible projects financed by SRF projects that have initiated project design planning prior to May 14, 2022, the statutory effective date of the BABA requirements. This action permits the use of non-domestic manufactured products and construction materials in such projects funded by a Clean Water or Drinking Water SRF that may otherwise be prohibited under the BABA requirements of Section 70914. This action permits the use of non-domestic manufactured products and construction materials in such projects funded by a Clean Water or Drinking Water SRF that may otherwise be prohibited under the BABA requirements of Section 70914. Sections 70917(a) and (b) of BIL provide a savings provision for existing statutory requirements that meet or exceed BABA requirements. The statutory American Iron and Steel (AIS) requirements of Clean Water Act (CWA) Section 608 and Safe Drinking Water Act (SDWA) Section 1452(a)(4) has previously applied to SRF projects and will continue to do so as part of BABA requirements.

Where manufactured products used in the project are required to be produced in the United States, manufactured product shall mean manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation. The manufactured products included cover the majority of potential water infrastructure products, including complex products made up of

a variety of material types and components. For water infrastructure projects, commonly manufactured products would include, but not be limited to, pumps, motors, blowers, aerators, generators, instrumentation and control systems, gauges, meters, measurement equipment, treatment equipment, dewatering equipment, actuators, and many other mechanical and electrical items.

F. Disadvantaged Business Enterprise (DBE): General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this agreement.

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C. The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under this agreement. Records documenting compliance with the following six good faith efforts shall be retained:

- 1) Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTS, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.
- 2) Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
- 3) Consider, in the contracting process, whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State, and Local Government RECIPIENTS, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
- 4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
- 5) Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6) If the prime contractor awards subcontracts, require the prime contractor to take the five good faith efforts steps in paragraphs 1 through 5 above.

The RECIPIENT agrees to submit ECOLOGY's Contractor Participation Report Form D with each payment request.

Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.

This does not preclude the RECIPIENT from enacting broader nondiscrimination protections.

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including but not limited to, Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled, or terminated in whole or in part and the RECIPIENT may be declared ineligible for further funding from ECOLOGY. The RECIPIENT shall, however, be given a reasonable time in which to cure this noncompliance.

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this agreement.

"The Contractor will not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally available remedies."

Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list shall include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.

1. Entity's name with point of contact
2. Entity's mailing address, telephone number, and e-mail address
3. The procurement on which the entity bid or quoted, and when
4. Entity's status as an MBE/WBE or non-MBE/WBE

G. Electronic and information Technology (EIT) Accessibility: RECIPIENTS shall ensure that loan funds provided under this agreement for costs in the development or purchase of EIT systems or products provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7. Systems or products funded under this agreement must be designed to meet the diverse needs of users without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology.

H. Federal Funding Accountability and Transparency Act (FFATA) Form, available on the Water Quality Program website.

I. Hotel-Motel Fire Safety Act: The RECIPIENT shall ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (15 USC 2225a, PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance, or to find other information about the Act. Pursuant to 15 USC 2225a.

J. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes, or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and subcontracts more than \$2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act and make such records available for review upon request. Wage determinations and instructions for their use can be found at <https://sam.gov/>.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves “public work” and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW and make such records available for review upon request. Where conflicts arise between the State prevailing wage rates and Davis-Bacon Act prevailing wage requirements the more stringent requirement shall govern. Washington State prevailing wage rates can be found at <https://www.lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>

K. Trafficking in Persons: The RECIPIENT and RECIPIENT employees that are private entities shall not engage in forms of trafficking in persons. This includes, but is not limited to, the procurement of a commercial sex act or forced labor. The RECIPIENT shall notify ECOLOGY immediately of any information received from any source alleging a violation under this provision.

L. Unique Entity Identifier (UEI): The RECIPIENT agrees to register with and make their registration public in the System for Award Management (SAM.gov). The RECIPIENT will be assigned a UEI and agree to include their UEI Number under their organization’s information in EAGL. The UEI number must be entered into EAGL before a funding agreement is signed.

SECTION 5: CONDITIONS APPLY TO STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

The RECIPIENT must submit the following documents/forms to ECOLOGY before this agreement is signed by ECOLOGY:

1. Financial Capability Assessment Documentation (upon request)
2. Opinion of RECIPIENT’s Legal Council – Form available on the Ecology website must be completed and uploaded to the General Uploads form in EAGL.
3. Authorizing Ordinance or Resolution – Must be uploaded to the General Uploads form in EAGL.
4. Federal Funding Accountability and Transparency Act (FFATA) Form (Required for all federally funded SRF Equivalency projects – Form available on the Ecology website must be completed and uploaded to the General Uploads form in EAGL.
5. CWSRF Federal Reporting Information form – Must be completed in EAGL.
6. Fiscal Sustainability Plan (Asset Management) Certification Form (Only required if the project includes construction of a wastewater or stormwater facility construction) – Must be completed in EAGL.
7. Cost and Effectiveness Analysis Certification Form (Required for all projects receiving SRF Loan funding) – Must be completed in EAGL.
8. State Environmental Review Process (SERP) Documentation (Required for treatment works projects only) – Must be uploaded to the Environmental and Cultural Review form in EAGL.

A. Alteration and Eligibility of Project: During the term of this agreement, the RECIPIENT (1) shall not materially alter the design or structural character of the project without the prior written approval of ECOLOGY and (2) shall take no action which would adversely affect the eligibility of the project as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.

B. American Iron and Steel (Buy American – P.L 113-76, Consolidated Appropriations Act 2014, Section 436): This loan provision applies to projects for the construction, alteration, maintenance, or repair of a “treatment works” as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.) The RECIPIENT shall ensure that all iron and steel products used in the project are produced in the United States. Iron and Steel products means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings,

hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The RECIPIENT may request waiver from this requirement from the Administrator of the Environmental Protection Agency. The RECIPIENT must coordinate all waiver requests through ECOLOGY. This provision does not apply if the engineering plans and specifications for the project were approved by ECOLOGY prior to January 17, 2014. ECOLOGY reserves the right to request documentation of RECIPIENT'S compliance with this provision.

C. Authority of RECIPIENT: This agreement is authorized by the Constitution and laws of the state of Washington, including the RECIPIENT's authority, and by the RECIPIENT pursuant to the authorizing ordinance or resolution. The RECIPIENT shall submit a copy of the authorizing ordinance or resolution to the ECOLOGY Financial Manager before this agreement shall be signed by ECOLOGY.

D. Equivalency Projects: ECOLOGY designated equivalency project and alternative designated equivalency project RECIPIENTS agree to accept federal funds and the federal requirements that accompany the funds. This includes all the requirements in Section 4 and this Section.

E. Fiscal Sustainability Plan Certification: The RECIPIENT shall submit a completed Fiscal Sustainability Plan Certification before this agreement is signed by ECOLOGY. The Fiscal Sustainability Plan Certification is available from the ECOLOGY Financial Manager or on the Water Quality Program website.

F. Funding Recognition and Outreach: The RECIPIENT agrees to comply with the EPA SRF Signage Guidance to enhance public awareness of EPA assistance agreements nationwide. Signage guidance can be found at: <https://ecology.wa.gov/About-us/How-we-operate/Grants-loans/Find-a-grant-or-loan/Water-Quality-grants-and-loans/Facility-project-resources>.

G. Insurance: The RECIPIENT shall at all times carry fire and extended insurance coverage, public liability, and property damage, and such other forms of insurance with responsible insurers and policies payable to the RECIPIENT on such of the buildings, equipment, works, plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it shall self-insure or participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to protect it against loss.

H. Litigation Authority: No litigation is now pending, or to the RECIPIENT's knowledge, threatened, seeking to restrain, or enjoin:

- (i) the execution of this agreement; or
- (ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of ULID Assessments therein pledged to pay the principal of and interest on the loan (for revenue secured lien obligations); or
- (iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or
- (iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence, or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.

I. Loan Interest Rate and Terms: This loan agreement shall remain in effect until the date of final repayment of the loan, unless terminated earlier according to the provisions herein.

When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this loan agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan and all accrued

interest to the computation date.

The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a "Loan Amount") shall bear interest based on the interest rate identified in this agreement as the "Effective Interest Rate," per annum, calculated on the basis of a 365-day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments, semiannually, over the term of this loan "Loan Term" as outlined in this agreement.

J. Loan Repayment:

Sources of Loan Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all other agreements and obligations on its part, contained herein, shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all the covenants, agreements, and attachments contained herein.
2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.
3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all the taxable property within the boundaries of the RECIPIENT.
4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

In addition, if this loan is also secured by Utility Local Improvement Districts (ULID) Assessments, this loan shall constitute a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.

5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.
6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan.

If the RECIPIENT defeases or advance refunds the loan, it shall be required to use the proceeds thereof immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:

- (i) The Loan Amount with interest
- (ii) Any other obligations of the RECIPIENT to ECOLOGY under this agreement, unless in its sole discretion ECOLOGY finds that repayment from those additional sources would not be in the public interest.

Failure to repay the Loan Amount plus interest within the time specified in ECOLOGY's notice to make such repayment shall incur Late Charges and shall be treated as a Loan Default.

7. Refinancing or Early Repayment of the Project. So long as ECOLOGY shall hold this loan, the RECIPIENT shall give ECOLOGY thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the loan.

Method and Conditions on Repayments

1. Semiannual Payments. Notwithstanding any other provision of this agreement, the first semiannual payment of principal and interest on this loan shall be due and payable no later than one year after the

project completion date or initiation of operation date, whichever comes first.

Thereafter, equal payments shall be due every six months.

If the due date for any semiannual payment falls on a Saturday, Sunday, or designated holiday for Washington State agencies, the payment shall be due on the next business day for Washington State agencies.

Payments shall be mailed to:
Department of Ecology
Cashiering Unit
P.O. Box 47611
Olympia WA 98504-7611

In lieu of mailing payments, electronic fund transfers can be arranged by working with ECOLOGY's Financial Manager.

No change to the amount of the semiannual principal and interest payments shall be made without a mutually signed amendment to this agreement. The RECIPIENT shall continue to make semiannual payments based on this agreement until the amendment is effective, at which time the RECIPIENT's payments shall be made pursuant to the amended agreement.

2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.

3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others: those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.

4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the Fiscal Office.

K. Loan Security

Due Regard: For loans secured with a Revenue Obligation: The RECIPIENT shall exercise due regard for Maintenance and Operation Expense and the debt service requirements of the Senior Lien Obligations and any other outstanding obligations pledging the Gross Revenue of the Utility, and it has not obligated itself to set aside and pay into the loan Fund a greater amount of the Gross Revenue of the Utility than, in its judgment, shall be available over and above such Maintenance and Operation Expense and those debt service requirements.

Where collecting adequate gross utility revenue requires connecting additional users, the RECIPIENT shall require the sewer system connections necessary to meet debt obligations and expected operation and maintenance expenses.

Levy and Collection of Taxes (if used to secure the repayment of the loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the loan, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.

Not an Excess Indebtedness: For loans secured with a general obligation pledge or a general obligation pledge on special assessments: The RECIPIENT agrees that this agreement and the loan to be made do not create an indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations.

Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the loan.

Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan): All ULID Assessments in the ULID shall be paid into the Loan Fund and used to pay the principal of and interest on the loan.

L. Maintenance and Operation of a Funded Utility: The RECIPIENT shall, at all times, maintain and keep the funded Utility in good repair, working order, and condition.

M. Opinion of RECIPIENT's Legal Counsel: The RECIPIENT must submit an "Opinion of Legal Counsel to the RECIPIENT" to ECOLOGY before this agreement will be signed. ECOLOGY will provide the form.

N. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes, or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and subcontracts more than \$2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act and make such records available for review upon request.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves "public work" and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW and make such records available for review upon request.

O. Progress Reports: RECIPIENTS funded with State Revolving Fund Loan or Forgivable Principal shall include the following verification statement in the "General Comments" text box of each progress report.

"We verified that we are in compliance with all the requirements as outlined in our funding agreement(s) with the Department of Ecology. This includes but is not limited to:

- The Davis-Bacon Act, 29 CFR , prevailing wage requirements, certified weekly payroll, etc.
- The Disadvantaged Business Enterprise (DBE), 40 CFR, Part 33
- The American Iron and Steel Act (Buy American)
- The Build America Buy America Act (BABA) (equivalency projects only)"

P. Representations and Warranties: The RECIPIENT represents and warrants to ECOLOGY as follows:

Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the RECIPIENT, which has not been disclosed in writing to ECOLOGY.

Existence; Authority. It is a duly formed and legally existing municipal corporation or political subdivision of the

state of Washington or a federally recognized Indian Tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this agreement and to undertake the project identified herein.

Certification. Each payment request shall constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this loan agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the project or to repay the principal of or interest on the loan, have occurred since the date of this loan agreement. Any changes in the RECIPIENT's financial condition shall be disclosed in writing to ECOLOGY by the RECIPIENT in its request for payment.

Q. Sale or Disposition of Funded Utility: The RECIPIENT shall not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities, or other part of the funded Utility or any real or personal property comprising a part of the funded Utility unless:

1. The facilities or property transferred are not material to the operation of the funded Utility, or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the funded Utility or are no longer necessary, material, or useful to the operation of the funded Utility; or
2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the funded Utility; or
3. The RECIPIENT receives from the transferee an amount equal to an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the funded Utility from the portion of the funded Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.
4. Expressed written agreement by the ECOLOGY. The proceeds of any transfer under this paragraph must be used (1) to redeem promptly, or irrevocably set aside for the redemption of, Senior Lien Obligations and to redeem promptly the loan, and (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.

R. Sewer-Use Ordinance or Resolution for Funded Wastewater Facility Projects: If not already in existence, the RECIPIENT shall adopt and shall enforce a sewer-use ordinance or resolution. Such ordinance or resolution shall be submitted to ECOLOGY upon request.

The sewer use ordinance must include provisions to:

- 1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system.
- 2) Prohibit inflow of stormwater into separated sewer systems.
- 3) Require that new sewers and connections be properly designed and constructed.

S. Termination and Default:

Termination and Default Events

1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient ECOLOGY or RECIPIENT funds.
2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.
3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan repayment becomes 60 days past due.

4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all its obligations under this loan agreement. The RECIPIENT shall be in default of its obligations under this loan agreement if, in the opinion of ECOLOGY, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this loan agreement.

Procedures for Termination. If this loan agreement is terminated prior to project completion, ECOLOGY shall provide to the RECIPIENT a written notice of termination at least five working days prior to the effective date of termination (the "Termination Date"). The written notice of termination by the ECOLOGY shall specify the Termination Date and, when applicable, the date by which the RECIPIENT must repay any outstanding balance of the loan and all accrued interest (the "Termination Payment Date").

Termination and Default Remedies

No Further Payments. On and after the Termination Date, or in the event of a default event, ECOLOGY may, at its sole discretion, withdraw the loan and make no further payments under this agreement.

Repayment Demand. In response to an ECOLOGY initiated termination event, or in response to a loan default event, ECOLOGY may at its sole discretion demand that the RECIPIENT repay the outstanding balance of the Loan Amount and all accrued interest.

Interest after Repayment Demand. From the time that ECOLOGY demands repayment of funds, amounts owed by the RECIPIENT to ECOLOGY shall accrue additional interest at the rate of one percent per month, or fraction thereof.

Accelerate Repayments. In the event of a default, ECOLOGY may, in its sole discretion, declare the principal of and interest on the loan immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligation upon the Net Revenue. That is, the loan is not subject to acceleration so long as any Senior Lien Obligations are outstanding. Repayments not made immediately upon such acceleration will incur Late Charges.

Late Charges. All amounts due to ECOLOGY and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, shall incur late charges.

Intercept State Funds. In the event of a default event and in accordance with Chapter 90.50A.060 RCW, "Defaults," any state funds otherwise due to the RECIPIENT may, at ECOLOGY's sole discretion, be withheld and applied to the repayment of the loan.

Property to ECOLOGY. In the event of a default event and at the option of ECOLOGY, any personal property (equipment) acquired under this agreement may, in ECOLOGY's sole discretion, become ECOLOGY's property. In that circumstance, ECOLOGY shall reduce the RECIPIENT's liability to repay money by an amount reflecting the fair value of such property.

Documents and Materials. If this agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT shall, at the option of ECOLOGY, become ECOLOGY property. The RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Collection and Enforcement Actions. In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by the RECIPIENT, under this agreement.

Fees and Expenses. In any action to enforce the provisions of this agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff) shall be awarded to the prevailing party as that term is defined in Chapter 4.84.330 RCW.

Damages. Notwithstanding ECOLOGY's exercise of any or all the termination or default remedies provided in this agreement, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and/or the state of Washington because of any breach of this agreement by the RECIPIENT. ECOLOGY may withhold

payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

T. User-Charge System for Funded Utilities: The RECIPIENT certifies that it has the legal authority to establish and implement a user-charge system and shall adopt a system of user-charges to assure that each user of the funded utility shall pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the project. The user-charge system will include provisions for a connection charge.

In addition, the RECIPIENT shall regularly evaluate the user-charge system, at least annually, to ensure the system provides adequate revenues necessary to operate and maintain the funded utility, to establish reserves to pay for replacement, and to repay the loan.

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <<http://www.sam.gov>> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <<http://www.usaspending.gov>>.

For more details on FFATA requirements, see www.fsr.gov <<http://www.fsr.gov>>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

- As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 1. Procure or obtain;
 2. Extend or renew a contract to procure or obtain; or
 3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <<https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\)](https://sam.gov/SAM) <<https://sam.gov/SAM>> exclusion list.

ECOLOGY GENERAL TERMS AND CONDITIONS

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://apps.ecology.wa.gov/publications/SummaryPages/2301002.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:

- Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.

* For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).

b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
- Make the IDP readily available to anyone working at the project site.

- Discuss the IDP with staff, volunteers, and contractors working at the project site.
- Implement the IDP when Cultural Resources or human remains are found at the project site.

c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.

- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.

d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.

- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.

e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.

b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.

c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.

d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.

e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.

f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.

g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.

h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.

i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: <https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 - 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 - 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing, <https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of Terms and Conditions

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	2/26/24
Submitting Department	City Legal
Contact Name	Elizabeth Schoedel / Mike Piccolo
Contact Email & Phone	eschoedel@spokanecity.org / mpiccolo@spokanecity.org
Council Sponsor(s)	CM Bingle
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Special Counsel Contract Amendment #5
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>The City has a contract with Craig Trueblood of K & L Gates, LLP., as outside legal counsel to represent and assist the City in the matter of City of Spokane v. Washington State Department of Ecology, which is the City's appeal of its NPDES Permit. The matter is currently set for trial before the PCHB in May 2024.</p> <p>Additional funds are need: We request an additional \$100,000 to the contract for a total of \$600,000.</p>
Fiscal Impact	<p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>100,000</u></p> <p>Current year cost:</p> <p>Subsequent year(s) cost:</p> <p>Narrative: <u>N/A</u></p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>
Operations Impacts (If N/A, please give a brief description as to why)	<ul style="list-style-type: none"> • What impacts would the proposal have on historically excluded communities? N/A – This work is for special counsel representation to the City. • 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 work is for special counsel representation. It will 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? 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? The Contract Amendment is consistent with the City's requirements for helping align City policies by providing the City with legal support and representation in current litigation regarding its NPDES Discharge Permit.

Council Subcommittee Review

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

N/A



City of Spokane
SPECIAL COUNSEL
CONTRACT AMENDMENT #5

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **CRAIG TRUEBLOOD OF THE LAW FIRM K & L GATES, LLP.**, whose address is 925 Fourth Avenue, Suite 2900, Seattle, Washington 98104-1158, as ("Firm"), Individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the Parties entered into a Contract wherein the Firm agreed to provide legal services, advice and legal representation to the City in the Appeal of the City's NPDES Permit, consistent with applicable laws and this Contract; and

WHEREAS, additional funds are necessary, thus the original Contract needs to be formally Amended by this written document; and

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

1. CONTRACT DOCUMENTS.

The original Contract, dated September 12, 2022, with an effective date of August 1, 2022, 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 Contract Amendment shall become effective January 15, 2024.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)** as full compensation for everything furnished and done under this Contract Amendment. The total amount under the original Contract, any subsequent amendments, and this Contract Amendment is **SIX HUNDRED THOUSAND AND NO/100 DOLLARS (\$600,000.00)**.

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

CRAIG TRUEBLOOD
LAW FIRM K & L GATES, LLP.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Title

Attest:

City Clerk

Type or Print Name

Title

Approved as to form:

Assistant City Attorney

U2024-011



Agenda Sheet for City Council:

Committee: PIES **Date:** 02/26/2024

Committee Agenda type: Consent

Date Rec'd 2/14/2024

Clerk's File # OPR 2020-0428

Renews #

Cross Ref #

Council Meeting Date: 03/11/2024

Submitting Dept	SOLID WASTE COLLECTION	Project #	
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Contact Name/Phone	CHRIS AVERYT 625.6540	Bid #	INFORMAL - 2020
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Contact E-Mail	CAVERYT@SPOKANECITY.ORG	Requisition #	CR 26036
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Agenda Item Type	Contract Item		
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Council Sponsor(s)	BWILKERSON JBINGLE KKLITZKE		
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Agenda Item Name	4500 ONE-YEAR CONTRACT AMENDMENT/EXTENSION WITH C & C YARD		
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Agenda Wording

One-year contract amendment and extension with C & C Yard Care, Inc. (Spokane, WA) for weed control and lawn maintenance services at the Nelson Complex and Waste to Energy Facility -- \$50,624.53, plus applicable taxes

Summary (Background)

In 2020, an informal bid invitation was issued to companies on the MRSC small works roster under the categories of landscape maintenance and vegetation spraying. C & C Yard Care, Inc. was the lowest cost responsive bidder. They were awarded a three (3) year contract with option to extend for two (2) additional one-year periods. The initial contract covered the Nelson Complex property; the Waste to Energy Facility was added by amendment in 2022. This is the second and final contract extension.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost	\$ 50,624.53, plus tax
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Current Year Cost	\$ 50,624.53, plus tax
-------------------	------------------------

Subsequent Year(s) Cost	\$ 0
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Narrative

This is an ongoing annual maintenance expense that was planned and budgeted for in 2024.

Amount

Budget Account

Expense	\$ 16,112.48, plus tax	# 4500-30210-37141-54212-99999
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Expense	\$ 5,370.83, plus tax	# 4500-30210-37141-54212-19014
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Expense	\$ 5,370.83, plus tax	# 4500-30210-37141-54212-19016
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Expense	\$ 23,770.39, plus tax	# 4490-44100-37148-54212-99999
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	\$	#
--	----	---

	\$	#
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Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

AVERYT, CHRIS

Division Director

FEIST, MARLENE

Accounting Manager

ALBIN-MOORE, ANGELA

Legal

HARRINGTON,

For the Mayor

PICCOLO, MIKE

Additional Approvals

PURCHASING

NECHANICKY, JASON

Distribution List

Chris Corigliano (chrisc@candycardcare.com)

caveryt@spokanecity.org

rschoonover@spokanecity.org

jsalstrom@spokanecity.org

Tax & Licenses

mdorgan@spokanecity.org

dpaine@spokanecity.org

rhughes@spokanecity.org

klong@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	February 26, 2024
Submitting Department	Solid Waste Collection & Disposal
Contact Name	Chris Averyt
Contact Email & Phone	caveryt@spokanecity.org & 509.625.6540
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	One-Year Contract Amendment/Extension with C & C Yard Care, Inc.
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>One-year contract amendment and extension with C & C Yard Care, Inc. to provide weed control and lawn/landscape maintenance services at the Spokane Central Service Center, Street Department Administration Building and Warehouse, the Broadway Fuel and Wash Stations, and the Waste to Energy Facility. The original contract included the properties at the Nelson Complex which Solid Waste Collection is responsible for; the contract was amended in 2022 to add the Waste to Energy Facility.</p> <p>This is the second and final one-year extension as provided for in the original contract. The contractor requested a 3.5% increase based on current economic conditions. Both Solid Waste Departments agreed to this request.</p> <p>The landscape at the Nelson Complex has become more established over the last several years so additional hours were deemed necessary and added to the contract for pruning, trimming and weeding the tree and shrub beds. Two extra visits for cleaning the inside and outside of the exterior fences on Nelson and Desmet were also included to make that a monthly service.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$50,624.53, plus tax</u></p> <p> Current year cost: \$50,624.53, plus tax</p> <p> Subsequent year(s) cost: Unknown; this service will be rebid in 2025.</p> <p>Narrative: <u>This is an ongoing annual maintenance expense that was planned and budgeted for in 2024.</u></p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Program revenue</p> <p>Is this funding source sustainable for future years, months, etc? Yes</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impacts (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> • What impacts would the proposal have on historically excluded communities? No impacts are identified. Public Works services are designed to serve all residents and businesses. We strive to offer a consistent level of service to all. We recognize the need to maintain affordability 	

and predictability for all utility customers and are committed to being financially and environmentally responsible. This contract supports Public Works operations.

- 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 preventative maintenance contract for city owned properties and should not impact racial, gender identity, national origin, income level, disability, sexual orientation, or other existing disparity factors. The contractor is governed by WA State Department of Labor & Industries.

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

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

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

This work is consistent with annual budget strategies to limit costs and aligns with the City's purchasing and procurement policies for Public Works maintenance.

Council Subcommittee Review

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

N/A



City of Spokane
**CONTRACT AMENDMENT AND
EXTENSION #2 of 2**
Title: **Muti-Year Preventative Maintenance Agreement**

This Contract Amendment / Extension is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **C & C Yard Care, Inc.**, whose address is 5210 North Florida Street, Spokane, Washington 99217, (**Remittance Address: P.O. Box 18769, Spokane, Washington 99228**) as ("**Contractor**"), individually hereafter referenced as a "Party", and together as the "Parties".

*WHEREAS, the parties entered into a Contract wherein the **Contractor** agreed to provide Lawn Maintenance and Weed Control, including but not limited to Annual Application Services, Pruning and Weeding Services, Lawn Services, and Clean Up Services, Covering the following locations: SCSC (915 North Nelson St., Spokane, WA); Street Department Admin & Warehouse (901 North Nelson St., Spokane, WA); Broadway Fuel & Wash Stations (2616 East Broadway Avenue, Spokane, WA); and Waste to Energy Facility (2900 South Geiger Blvd., Spokane, WA); and*

WHEREAS, the initial Contract provided for two (2) additional one-year extensions with this being the 2nd of those extensions, thus the original Contract needs to be formally Amended and Extended by this written document; and

WHEREAS, a price increase of Three and a half percent (3.5%) was requested by the Contractor as allowed in the bid documents and has been agreed upon by both parties, and additional hours are needed; thus the original Contract needs to be formally Amended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract, dated April 21, 2020, 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 Contract Amendment / Extension shall become effective on April 1, 2024, and shall end March 31, 2025.

3. ADDITIONAL WORK.

The Scope of Work in the original Contract is expanded to include the following additional Work:

Need to add additional hours and visits regarding one of the services: 1) Trimming and Shaping Bushes, Cutting Ornamental Grasses – 60 hours instead of 40; 2) Hand Weeding Rock Beds – 20 hours instead of 14; 3) Cleanup Services – Shrub/Rock Beds (inside & outside fence lines on Desmet & Nelson) – 7 visits instead of 5.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **FIFTY THOUSAND SIX HUNDRED TWENTY-FOUR AND 53/100 DOLLARS (\$50,624.53) plus tax**, for everything furnished and done under this Contract Amendment / Extension. This is the maximum amount to be paid under this Amendment / Extension, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

C & C YARD CARE, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Two emails requesting the price increase and additional work, along with the 2024 pricing.

U2024-018

	Pricing effective 03/01/22 - 03/31/23 w/ 10% increase from original bid			Pricing effective 04/01/23-03/31/24 w/10% increase			Pricing effective 04/01/24 - 03/31/2025 w/3.5% increase		
Natural/Dirt Areas, Street Warehouse, Cul-de-sac Red areas on map.									
APPLICATION SERVICES	COST PER APPLICATION	NUMBER OF APPLICATIONS	SUBTOTAL	COST PER APPLICATION	NUMBER OF APPLICATIONS	SUBTOTAL	COST PER APPLICATION	NUMBER OF APPLICATIONS	SUBTOTAL
Bareground Weed Control Initial Application to all red areas on map	\$495.00	1	\$495.00	\$544.50	1	\$544.50	\$563.56	1	\$563.56
Bareground Weed Control Follow Up Application to all red areas on map	\$165.00	1	\$165.00	\$181.50	1	\$181.50	\$187.85	1	\$187.85
CLEANUP SERVICES	COST PER OCCURRENCE	ESTIMATED OCCURRENCES	SUBTOTAL	COST PER OCCURRENCE	ESTIMATED OCCURRENCES	SUBTOTAL	COST PER OCCURRENCE	ESTIMATED OCCURRENCES	SUBTOTAL
South Cul-de-sac, West Strip Along Wash & Fuel Station, and Area South of Employee Only Entrance by Guardrail, Area Around Street Dept. Warehouse, Red Area Inside Fence Along Nelson Street – Initial Spring Cleanup (Brush cutting, removing trash, etc)	\$275.00	1	\$275.00	\$302.50	1	\$302.50	\$313.09	1	\$313.09
South Cul-de-sac, West Strip Along Wash & Fuel Station, and Area South of Employee Only Entrance by Guardrail, Area Around Street Dept. Warehouse, Red Area Inside Fence Along Nelson Street – Initial Spring Cleanup (Brush cutting, removing trash, etc).	\$82.50	2	\$165.00	\$90.75	2	\$181.50	\$93.93	2	\$187.85
Non-Irrigated Areas Yellow areas on map.									
APPLICATION SERVICES	COST PER APPLICATION	NUMBER OF APPLICATIONS	SUBTOTAL	COST PER APPLICATION	NUMBER OF APPLICATIONS	SUBTOTAL	COST PER APPLICATION	NUMBER OF APPLICATIONS	SUBTOTAL
Broadleaf Weed Control Initial Treatment	\$330.00	1	\$330.00	\$363.00	1	\$363.00	\$375.71	1	\$375.71
Broadleaf Weed Control Follow Up Treatment	\$165.00	1	\$165.00	\$181.50	1	\$181.50	\$187.85	1	\$187.85
LAWN SERVICES	COST PER OCCURRENCE	ESTIMATED OCCURRENCES	SUBTOTAL	COST PER OCCURRENCE	ESTIMATED OCCURRENCES	SUBTOTAL	COST PER OCCURRENCE	ESTIMATED OCCURRENCES	SUBTOTAL
Mow or String Trim (mulch or remove clippings as needed; blow clippings off hard surfaces)	\$330.00	4	\$1,320.00	\$363.00	4	\$1,452.00	\$375.71	4	\$1,502.82
CLEANUP SERVICES	COST PER OCCURRENCE	ESTIMATED OCCURRENCES	SUBTOTAL	COST PER OCCURRENCE	ESTIMATED OCCURRENCES	SUBTOTAL	COST PER OCCURRENCE	ESTIMATED OCCURRENCES	SUBTOTAL
Area inside and outside fence along Broadway Avenue -- Initial Spring Cleanup (Brush cutting, removing trash, etc).	\$110.00	1	\$110.00	\$121.00	1	\$121.00	\$125.24	1	\$125.24
Area inside and outside fence along Broadway Avenue – Follow Up Cleanup As Needed (Brush cutting, removing trash, etc).	\$55.00	2	\$110.00	\$60.50	2	\$121.00	\$62.62	2	\$125.24
Irrigated & Partially Irrigated Areas Green areas on map.									
LAWN SERVICES	COST PER OCCURRENCE	ESTIMATED OCCURRENCES	SUBTOTAL	COST PER OCCURRENCE	ESTIMATED OCCURRENCES	SUBTOTAL	COST PER OCCURRENCE	ESTIMATED OCCURRENCES	SUBTOTAL
Aerating	\$275.00	1	\$275.00	\$302.50	1	\$302.50	\$313.09	1	\$313.09
Mow Lawn Areas (Weekly starting approximately April 1st unless delayed by contract finalization; mulch or remove clippings as needed)	\$264.00	28	\$7,392.00	\$290.40	28	\$8,131.20	\$300.56	28	\$8,415.79
String Trim Mowed Areas (Weekly; blow clippings off hard surfaces)	included w/ mowing	28	n/a	included w/ mowing	28	n/a	included w/ mowing	28	n/a
Blade-edge Areas (Bi-weekly; blow clippings off hard surfaces)	included w/ mowing	14	n/a	included w/ mowing	14	n/a	included w/ mowing	14	n/a
APPLICATION SERVICES	COST PER APPLICATION	NUMBER OF APPLICATIONS	SUBTOTAL	COST PER APPLICATION	NUMBER OF APPLICATIONS	SUBTOTAL	COST PER APPLICATION	NUMBER OF APPLICATIONS	SUBTOTAL

Lawn Fertilizer (Slow release granular; schedule around Memorial Day, Independence Day and Labor Day)	\$353.10	3	\$1,059.30	\$388.41	3	\$1,165.23	\$402.00	3	\$1,206.01
Lawn Weed Control Initial Application	\$275.00	1	\$275.00	\$302.50	1	\$302.50	\$313.09	1	\$313.09
Lawn Weed Control Follow Up Application	\$165.00	2	\$330.00	\$181.50	2	\$363.00	\$187.85	2	\$375.71

Rock Beds, Bark Areas, Shrubs, Trees, Curbs, North/East Fence Lines & Sidewalks

Blue areas on map.

APPLICATION SERVICES	COST PER APPLICATION	NUMBER OF APPLICATIONS	SUBTOTAL	COST PER APPLICATION	NUMBER OF APPLICATIONS	SUBTOTAL	COST PER APPLICATION	NUMBER OF APPLICATIONS	SUBTOTAL
Insect Treatment - Trees	\$275.00	1	\$275.00	\$302.50	1	\$302.50	\$313.09	1	\$313.09
Insect Treatment – Shrubs	\$275.00	1	\$275.00	\$302.50	1	\$302.50	\$313.09	1	\$313.09
Shrub/Rock Beds & Bark by Trees Weed Control Initial Application (Include pre-emergent weed control)	\$605.00	1	\$605.00	\$665.50	1	\$665.50	\$688.79	1	\$688.79
Shrub/Rock Beds & Bark by Trees Weed Control Follow Up Treatments	\$198.00	5	\$990.00	\$217.80	5	\$1,089.00	\$225.42	5	\$1,127.12
Curb Line Weed Control – Nelson St & Desmet Ave	\$77.00	5	\$385.00	\$84.70	5	\$423.50	\$87.66	5	\$438.32
Sidewalk Cracks Weed Control – Nelson St & Desmet Ave	\$77.00	3	\$231.00	\$84.70	3	\$254.10	\$87.66	3	\$262.99

CLEANUP SERVICES	COST PER OCCURRENCE	ESTIMATED OCCURRENCES	SUBTOTAL	COST PER OCCURRENCE	ESTIMATED OCCURRENCES	SUBTOTAL	COST PER OCCURRENCE	ESTIMATED OCCURRENCES	SUBTOTAL
Shrub/Rock Beds, Inside & Outside Fence Lines on Nelson St & Desmet – Initial Spring Clean Up (Removing trash, tumbleweeds, leaves, etc.)	\$330.00	1	\$330.00	\$363.00	1	\$363.00	\$375.71	1	\$375.71
Shrub/Rock Beds, Inside & Outside Fence Lines on Nelson St & Desmet – Monthly Follow Up Cleaning (Removing trash, tumbleweeds, large weeds, leaves, etc.)	\$110.00	5	\$550.00	\$121.00	5	\$605.00	\$125.24	7	\$876.65
Curb Lines & Sidewalks on Nelson & Desmet – Initial Trimming/Clean Up of Weeds Growing along Curb & Sidewalk Cracks	\$110.00	1	\$110.00	\$121.00	1	\$121.00	\$125.24	1	\$125.24
Curb Lines & Sidewalks on Nelson & Desmet – Follow Up Trimming/Clean Up of Weeds Growing along Curb & Sidewalk Cracks	\$110.00	1	\$110.00	\$121.00	1	\$121.00	\$125.24	1	\$125.24

PRUNING & WEEDING SERVICES	COST PER HOUR	ESTIMATED HOURS	SUBTOTAL	COST PER HOUR	ESTIMATED HOURS	SUBTOTAL	COST PER HOUR	ESTIMATED HOURS	SUBTOTAL
Pruning Trees	\$66.00	20	\$1,320.00	\$72.60	20	\$1,452.00	\$75.14	20	\$1,502.82
Trimming & Shaping Bushes, Cutting Back Ornamental Grasses & Plants, etc.	\$60.50	40	\$2,420.00	\$66.55	40	\$2,662.00	\$68.88	60	\$4,132.76
Hand Weeding Rock Beds (includes pulling dead perennials and large weeds in spring, weeding throughout year)	\$88.00	14	\$1,232.00	\$96.80	14	\$1,355.20	\$100.19	20	\$2,003.76

Combined Areas

Yellow and green areas on map.

CLEANUP SERVICES	COST PER OCCURRENCE	NUMBER OF OCCURRENCES	SUBTOTAL	COST PER OCCURRENCE	NUMBER OF OCCURRENCES	SUBTOTAL	COST PER OCCURRENCE	NUMBER OF OCCURRENCES	SUBTOTAL
Yellow & Green Areas on Map – Fall Leaf Clean Up	\$330.00	1	\$330.00	\$363.00	1	\$363.00	\$375.71	1	\$375.71

If needed, use of a man lift or boom truck for pruning trees will be charged at: 2022 rate: \$55/hour 2023 rate: \$60.50/hour 2024 rate: \$62.62/hour	BID TOTAL:			NEW PROPOSED TOTAL:			NEW PROPOSED TOTAL:		
	Subtotal (All Areas & Services):	\$21,629.30		Subtotal (All Areas & Services):	\$23,792.23		Subtotal (All Areas & Services):	\$26,854.14	
	WA State Sales Tax 9%	\$1,946.64		WA State Sales Tax 9%	\$2,141.30		WA State Sales Tax 9%	\$2,416.87	
	Grand Total	\$23,575.94		Grand Total	\$25,933.53		Grand Total	\$29,271.01	

WTE COSTS - LAWN MAINTENANCE

	2022 ENCUMBERANCE	2023 ENCUMBERANCE	2024 ENCUMBERANCE
SERVICE:	\$19,644.95	\$21,609.45	\$23,770.39
9% TAX:	\$1,768.05	\$1,944.85	\$2,139.34
GRAND TOTAL:	\$21,413.00	\$23,554.30	\$25,909.73

From: [Chris Corigliano](#)
To: [Binderle, Rick](#)
Cc: [Dorgan, Michelle](#); [Paine, David](#)
Subject: Re: David Please Provide C&C Yard Care Feedback (FW: City Seeks Feedback If C&C Yard Care Is Interested In Adding Three Additional Locations To Current Contract, OPR 2020-0428)
Date: Monday, June 13, 2022 10:53:37 AM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Rick, Michelle -

Our invoice for Saturday's work will be \$3000. I'll send that out shortly.

Regular cuttings will be \$1000 per visit. If we mow roughly every other week (assuming you will not be fertilizing the areas) then we should figure about 10 more cuttings to finish out the season. This would be \$10,000 to finish out the year.

While on site I did notice several areas with noxious weeds. Does your staff treat these areas? We could provide one visit to scout and treat up to 10 acres at the plant for \$2000.00.

Let me know your approval to proceed with the regular cutting of the irrigated areas for \$1000 per visit and I'll get that work set up.

Ongoing Cutting Rates 2022

2024 TOTAL CONTRACT AMOUNT

	NELSON COMPLEX:	WTE FACILITY:	TOTAL BOTH LOCATIONS:
SERVICE:	\$26,854.14	\$23,770.39	\$50,624.53
9% TAX:	\$2,416.87	\$2,139.34	\$4,556.21
GRAND TOTAL:	\$29,271.01	\$25,909.73	\$55,180.74

Schoonover, Rachel

From: Chris Corigliano <chrisc@candcyardcare.com>
Sent: Tuesday, January 30, 2024 1:41 PM
To: Schoonover, Rachel
Subject: OPR-2020-0428

Importance: Low

Follow Up Flag: Follow up
Flag Status: Flagged

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Hello Rachel! Hope all is well with you.

After careful consideration C&C Yard Care is asking for a 3.5% cost increase for 2024 at the Spokane Central Service Center and WTE Facility. Our costs have increased for labor, auto and general liability insurance as well as herbicides and fertilizers. Please let me know if you have any questions about this cost increase.

Thank you! Hope your "winter" has been great.

Chris Corigliano

President

ISA Certified Arborist PN-1976A



C&C Yard Care, Inc

O: (509) 482-0303 C: (509) 999-4415

P.O. Box 18768

Spokane, WA 99228

www.CandCYardCare.com

Happy with our service? Please consider giving us a review:

[CLICK HERE TO WRITE A YELP REVIEW](#)

[CLICK HERE TO WRITE A GOOGLE REVIEW](#)

[CLICK HERE FOR OUR FACEBOOK PAGE](#)

Not happy? Please contact us right away so we can make it right!

Schoonover, Rachel

From: Chris Corigliano <chrisc@candycardcare.com>
Sent: Monday, February 5, 2024 1:36 PM
To: Schoonover, Rachel
Subject: Re: OPR-2020-0428

Importance: Low

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Hi Rachel -

You are awesome! Thank you for the spreadsheet.

I think somehow we didn't include enough time to prune all of the shrubs/bushes at the main building parking lot, inside/outside the North fence along Desmet, around the signal building, and the car wash area. Some of these bushes are getting pretty big and the leafy ones need to be sheared twice per season or they get out of control. Also, cutting back the perennials and grasses in the fall is time consuming as they too are getting bigger! So, here is what I recommend, if you can:

- PRUNING TREES - We didn't actually do any tree pruning last season. We got things cleaned up pretty well in 2022, so we just left the budget for other items. In 2024 I'd say keep the 20 hours. I only foresee using about half of that amount in 2024, but perhaps we keep the hours just in case.
- TRIMMING AND SHAPES BUSHES - I'd say 60 hours here should be sufficient, up from 40. If we need more we could always use the tree budget hours.
- HAND WEEDING ROCK BEDS - Here I would say 20 instead of 14 should be good.
- SHRUB/ROCK BEDS (inside & outside of Desmet) - We have five visits here at \$125.24 (new rate). If you could increase that to seven visits then we would have one per month between April and October.

I think that is it. Let me know if you need anything else!

On Mon, Feb 5, 2024 at 11:24 AM Schoonover, Rachel <rschoonover@spokanecity.org> wrote:

Hi Chris,

I hope you had a great weekend.

I added the 3.5% increase to last year's rates. When you get a chance to look this over, let me know if everything looks good to you. I have the pruning, trimming, etc hours in yellow so I make sure I update those once we have an idea on that. First two pages are Nelson, third page is WTE costs and last page is the total for both locations. Once I update the hours for the Nelson complex, it will update the contract totals, too.

Thank you!

Rachel Schoonover

Office Manager | City of Spokane | Solid Waste Collection Department
Spokane Central Service Center | 915 N Nelson St, Spokane, WA 99202
Direct: 509.625.7886 | Fax: 509.343.9652 | Email: rschoonover@spokanecity.org
Office Hours: Mondays, Tuesdays & Fridays 6:30 am – 3:30 pm PST
Working Remote: Wednesdays & Thursdays 6:00 am – 3:00 pm PST

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

[< Business Lookup](#)**License Information:**[New search](#) [Back to results](#)

Entity name: C & C YARD CARE, INC.

Business name: C & C YARD CARE

Entity type: [Profit Corporation](#)

UBI #: 601-907-479

Business ID: 001

Location ID: 0001

Location: Active

Location address: 5210 N FLORIDA ST
SPOKANE WA 99217-6710

Mailing address: PO BOX 18768
SPOKANE WA 99228-0768

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

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

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Cheney General Business - Non-Resident	BUS2019-053			Active	Oct-31-2024	Jul-01-2019
Minor Work Permit				Active	Oct-31-2024	Jun-05-2018
Nursery Retail Plant Seller/Installer				Active	Oct-31-2024	Nov-17-2021
Spokane General Business	T12045428BUS			Active	Oct-31-2024	Oct-15-2012
Spokane Valley General Business - Non-Resident	01108			Active	Oct-31-2024	Feb-11-2004

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

Governing people	Title
CORIGLIANO, CHRIS	
CORIGLIANO, JENNIFER	

The Business Lookup information is updated nightly. Search date and time: 2/15/2024 7:00:54 AM

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/13/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Hub International Northwest LLC, Spokane, WA 99220. CONTACT NAME, PHONE, FAX, E-MAIL ADDRESS, INSURER(S) AFFORDING COVERAGE: Middlesex Insurance Company, NAIC #: 23434. INSURED: C & C Yard Care Inc., Spokane, WA 99217-6710.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Certificate holder is named as an additional insured in regards to operations of the named insured.

CERTIFICATE HOLDER CANCELLATION

CERTIFICATE HOLDER: City of Spokane Solid Waste Collection, Spokane Central Service Center, 915 North Nelson Street, Spokane, WA 99202-3769. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]



POLICY NUMBER: A0187061004

ADDITIONAL INSURED - SUPPLEMENTAL DECLARATIONS

The following persons or organizations are included as Additional Insureds, but only to the extent provided in the listed endorsement:

Any person or organization you are required to add as an additional insured under a written contract or written agreement in effect prior to any loss or damage.

The person or organization indicated above is included as an additional insured under the following endorsement(s):

CG 20 37 12 19 Additional Insured - Owners, Lessees Or Contractors - Completed Operations

Location and Description of Completed Operations:

Jobsites and Operations as described in written contracts with the named insured.

CG 20 10 12 19 Additional Insured - Owners, Lessees Or Contractors - Scheduled Person Or Organization

Location of Covered Operations:

Jobsites as described in written contracts with the named insured.

Job Description:

All Operations with written contract with the named insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization you are required to add as an additional insured under a written contract or written agreement in effect prior to any loss or damage.	Jobsites as described in written contracts with the named insured. Description: All Operations with written contract with the named insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization you are required to add as an additional insured under a written contract or written agreement in effect prior to any loss or damage.	Jobsites and Operations as described in written contracts with the named insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

<p>Name Of Person(s) Or Organization(s): Any person or organization to whom you are required to waive your right to recover by a written contract or agreement executed prior to loss</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV - Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EACH CONSTRUCTION PROJECT GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Policy Maximum Each Construction Project General Aggregate Limit: Not Applicable</p> <p>Designated Construction Project(s): All construction projects away from premises owned by or rented to the Insured</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I - Coverage A**, and for all medical expenses caused by accidents under **Section I - Coverage C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Subject to **Paragraph 2.** below, a separate **Each Construction Project General Aggregate Limit** applies to each designated construction project, and that limit is equal to the amount of the **General Aggregate Limit shown in the Declarations.**
 2. If shown in the **Schedule**, the **Policy Maximum Each Construction Project General Aggregate Limit** is the most we will pay for the sum of all damages paid under all **Each Construction Project General Aggregate Limits** included in this policy.
 3. Subject to **Paragraph 2.** above, the **Each Construction Project General Aggregate Limit** is the most we will pay for the sum of all damages under **Coverage A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **Coverage C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 4. Subject to **Paragraph 2.** above, any payments made under **Coverage A** for damages or under **Coverage C** for medical expenses shall reduce the **Each Construction Project General Aggregate Limit** for that designated construction project. Such payments shall not reduce the **General Aggregate Limit shown in the Declarations** nor shall they reduce any other **Each Construction Project General Aggregate Limit** for any other designated construction project shown in the **Schedule** above.
 5. Subject to **Paragraph 2.** above, the limits shown in the **Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense** continue to apply. However, instead of being subject to the **General Aggregate Limit** shown in the **Declarations**, such limits will be subject to the applicable **Each Construction Project General Aggregate Limit.**

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I - Coverage A**, and for all medical expenses caused by accidents under **Section I - Coverage C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the **Schedule** above:
1. Any payments made under **Coverage A** for damages or under **Coverage C** for medical expenses shall reduce the amount available under the **General Aggregate Limit** or the **Products-completed Operations Aggregate Limit**, whichever is applicable; and
 2. Such payments shall not reduce any **Each Construction Project General Aggregate Limit** provided under this policy.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the **Products-completed Operations Aggregate Limit**, and not reduce the **General Aggregate Limit** nor any **Each Construction Project General Aggregate Limit** provided under this policy.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of **Section III - Limits Of Insurance** not otherwise modified by this endorsement shall continue to apply as stipulated.



POLICY NUMBER: A0187061001

ADDITIONAL INTEREST SUPPLEMENTAL DECLARATIONS

The following additional interests apply to this policy.

Any person or organization you are required to add as an additional insured under a written contract or written agreement in effect prior to any loss or damage.

5210 N Florida St
Spokane, WA 99217-6710

CA 76 01 06 15 Designated Insured - Primary and Noncontributory - Covered Autos Liability Coverage

Any person or organization from whom you are required to waive your right to recover under a written contract or agreement in effect prior to any loss or damage.

5210 N Florida St
Spokane, WA 99217-6710

CA 04 44 10 13 Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - PRIMARY AND NONCONTRIBUTORY - COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- AUTO DEALERS COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated.

Named Insured: Endorsement Effective Date:

SCHEDULE

Name Of Person(s) Or Organization(s):
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Each person or organization shown in the Schedule is an "insured" for **Covered Autos Liability Coverage**, but only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in:

- (1) Paragraph **A.1.** of **Section II - Covered Autos Liability Coverage** in the Business Auto and Motor Carrier Coverage Forms; or
- (2) Paragraph **D.2.** of **Section I - Covered Autos Coverages** of the Auto Dealers Coverage Form.

B. Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other auto insurance issued to the person or organization in the schedule under your policy provided that:

- (1) The person or organization is a Named Insured under such other insurance; and
- (2) Prior to the "accident" you have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.