

**URBAN EXPERIENCE COMMITTEE MEETING**  
**AGENDA FOR MONDAY May 11, 2020**  
**1:15 p.m. — Streaming Live Online & Airing on City Cable 5**

5/11/20

The Spokane City Council's Urban Experience meeting will be held at 1:15 p.m. on May 11, 2020 – Streaming Live Online & Airing on City Cable 5. Council members and presenters will be attending virtually and the meeting will be streamed live at <https://my.spokanecity.org/citycable5/live> and will also air on City Cable 5.

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 physical meeting will not be open to the public and no public testimony will be taken. Discussion will be limited to appropriate officials, presenters and staff. The public is encouraged to tune in live at the address above.

**AGENDA**

**I. Call to Order**

**II. Approval of Minutes**  
[April 13, 2020](#)

**III. Consent Items**

- A. [NSC – UTB 1225 Amendment 1 – Nathan Anunson](#)
- B. [WSU Study - Review and Analysis of Water Regulations for the City of Spokane – Marcia Davis](#)
- C. [Neptune Water Meters, Registers, & Parts – Annual Value Blanket - Loren Searl](#)
- D. [Data Share Agreement with United Way – Cendy Pfortmiller](#)
- E. [Railway Highway Crossing Grant Opportunity – Inga Note](#)
- F. [NetApp Hardware Purchase – Data Center data storage through Structured Inc. – Mike Sloon](#)
- G. [Cityworks by Azteca Systems, LLC Work Order API – Mike Sloon](#)
- H. [Renewal of Greater Spokane, Inc Contract for Economic Development Services – Paul Warfield](#)

**IV. Staff Reports**

- A. COVID-19 Regional Re-Opening Strategy – Wes Crago & Louis Meuler (15 min.)
- B. Update on Housing Projects – Melissa Morrison (15 min.)
- C. CHHS Update on CBG projects and Regional Shelters During COVID-19 – Tija Danzig & Tim Sigler (15 min.)
- D. [Commuter Trip Reduction Interlocal Agreement – Renewal – Colin Quinn-Hurst \(10 min.\)](#)
- E. Update on Lime Scooter/Bike Program For 2020 – Colin Quinn-Hurst (10 min.)

**V. Adjournment:**

**Next Urban Experience Committee meeting will be on Monday, June 8, 2020.**

**STANDING COMMITTEE MINUTES**  
**City of Spokane**  
**Urban Experience Committee**  
**4/13/20 – MINUTES**

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**Attendance**

*City Employees:* Louis Meuler, Teri Stripes, Kris Becker, CM Karen Stratton, Garrett Jones, CM Lori Kinnear, CP Breann Beggs, CM Michael Cathcart, Hannahlee Allers, CM Betsy Wilkerson, CM Candace Mumm, CM Kate Burke, Dusty Fredrickson, Brian McClatchey, James Richman

*Non-City Employees:* Melissa Huggins (Spokane Arts)

The meeting started at 1:16 p.m.

**Approval of Minutes:**

The February 10, 2020 and March 9, 2020 meeting minutes were approved unanimously.

**Agenda Items:**

**1. Spokane Arts: Artist Assistance Fund - Melissa Huggins**

Melissa shared ways Spokane Arts is helping protect and support local artists during the COVID-19 pandemic.

- Crowdfunding campaign for an emergency fund for free-lance artists, seeded by \$25,000 from Spokane Arts, using money from the estate of Deanette Harris, along with \$15,000 from community members
- Emergency grants of up to \$500 each. These are one-time grants to fill the gap until federal assistance programs kick in. This is a separate program from the one being offered by the state.
- SAGA (Spokane Arts Grants Awards) funded by a small portion of the emissions tax. Grantees for the 1<sup>st</sup> round were announced April 1<sup>st</sup>. Second round applications will be taken through June 1<sup>st</sup>, with awards being announced on a rolling basis. Funds were shifted from 2021-2022 allocations into 2020 allocations, making \$25,000 available for round 1, \$70,000 for round 2, and \$40,000 for round 3.
- State and federal funding programs.

**2. Parks Update: Impacts of COVID-19 (physical, staffing, event revenue) and Strategies Moving Forward - Garrett Jones**

Garrett gave an update on Parks & Recreation services and recommendations during the COVID-19 pandemic.

- Core Service Model: Including community & employee safety and asset protection
- Reduction in Services: Including less grass mowing & weeding and cancellation/postponement of Riverfront programming
- Information Dissemination (i.e. signage at parks)
- Response & Recovery Planning
- Program & Event Impacts

- Revenue Impacts & Modeling (short and long term)
- Silver Linings: Including working with volunteer groups to keep some planting and maintenance done while temp/seasonal staff are on standby (i.e. Duncan Gardens & Gaiser Conservatory), coordination with the County that hopefully will last beyond the pandemic, focus on innovation and resilience to help keep Spokane parks' open space available to the public

### 3. **Equity & Business Recovery During COVID-19- CM Wilkerson**

CM Wilkerson shared information on grants available to small businesses owned by minorities or protected groups. Over 1100 applications for grants have been submitted. Only 120 will be moved forward. The application was revised to add qualifying questions (veteran, women, minorities, etc). A member of AHANA has been brought on board to help in getting assistance to our businesses of color, since many of them have only a few employees. Interpretive assistance is available.

### 4. **Joint COVID-19 EOC: Update on Community Outreach and Business Recovery Work & Our Spokane Small Businesses COVID-19 Assistance - Wes Crago Brian Coddington, & Teri Stripes**

The team shared current and recent information and statistics related to the COVID-19 and community outreach.

- April 13, 2020 Situation Report showing the current plans are working and that emergency responses are normal for this time of year
  - People at the Isolation Site – 4
  - People at the Library Site – 104
  - People Hospitalized – 21
  - Days Under the COVID-19 Pandemic – 55
- Business and Citizen Assistance Hotlines
- Citizen Engagement – Outreach (community newsletter, Mayor's message City social media) and Interactive (social media, video meetings, tele-town hall)
- Telephone Town Hall Recap
- Business Engagement for Response (Navigators/GSI-ADO) and Recovery (Mayor's Task Force/Neighborhood Business Association)

### 5. **American Enterprise Institute's *National Coronavirus Response: A Road Map to Reopening* - CM Mumm**

CM Mumm discussed the 15-page report and advised it would be helpful for all to look over as it discusses four phases for response and re-opening communities dealing with COVID-19. The report gives trigger points for moving from one phase to the next. The phases are:

- Phase I – Slow the Spread
- Phase II – Reopen, State by State
- Phase III – Establish Protection Then Lift All Restrictions
- Phase IV – Rebuild Our Readiness for the Next Pandemic

CM Mumm also discussed the possibility of Spokane County being able to open before the west side of the state due to Spokane's reaching the trigger points sooner. Wes Crago advised the administration is advocating to allow individual communities to open independent of the state mandate.

**6. Permit Extension Interim Ordinance - Brian McClatchey & James Richman**

James Richman drafted the ordinance that would extend permits, preventing their expiration during this COVID-19 pandemic. They would be active through the end of this year. The ordinance came about, because James was receiving questions from staff and the Hearing Examiner reference what would happen with restrictions normally required with the issue of permits (timeframe to start work, expiration, notice requirements, etc). This ordinance recognizes it's going to be difficult to meet guidelines/restrictions during this crisis.

**7. Year-Round Speed Limits Adjacent to Parks and Park Properties - CM Kinnear & CM Beggs**

CM Kinnear shared a request for a two-year pilot to gather data on the use of parks during "off-seasons" to possibly allow changing of the 20 mph zones through park areas from being seasonal to year-round. This, right now, would only apply to parks that already have 20 mph speed zones, to keep from overburdening Streets and other departments. CP Beggs advised the budget allows for four traffic officers who could help enforce the speed limits. CM Stratton recommended they work with SPD throughout the process.

**8. Essentiality of Residential Construction - CM Cathcart**

CM Cathcart presented a resolution that asks the governor to add residential construction to the essential work list, as long as workers follow social distancing guidelines. This is due to the fact that Spokane is facing a housing crisis. CM Mumm recommended a go-forward resolution that would allow Spokane to function autonomously when it comes to this type of decision.

**Consent Items:**

All consent items were approved and moved forward.

**Executive Session:**

There was no Executive Session at this meeting.

**Adjournment:**

The meeting was adjourned at 2:43 PM

**Prepared by:**

Stephanie Bishop

**Approved by:**

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Chair – Karen Stratton

For further information contact: Stephanie Bishop, 625-6244

## Briefing Paper

### Urban Experience Committee

<b>Division &amp; Department:</b>	Public Works Division / Integrated Capital Management
<b>Subject:</b>	NSC – UTB 1225 Amendment 1
<b>Date:</b>	4/29/20
<b>Author (email &amp; phone):</b>	<a href="mailto:nanunson@spokanecity.org">nanunson@spokanecity.org</a> , (509) 625-6894
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons
<b>Committee(s) Impacted:</b>	PIES
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Comprehensive Plan, 6-Year Wastewater & Stormwater Utility Program, 6 –Year Water Program
<b>Strategic Initiative:</b>	Innovative Infrastructure
<b>Deadline:</b>	5/15/2020
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Signing of UTB 1225 Amendment 1 allowing the City of Spokane to perform work in support of the upcoming North Spokane Corridor being reimbursed by WSDOT.
<b>Background/History:</b>	
<p>UTB 1225 provided for the reimbursement of costs to the City of Spokane for removal, replacement or construction of City water and sewer facilities within the North Spokane Corridor (NSC) from Francis Avenue to the Spokane River. The original UTB 1225 was valued at \$359,937.15.</p> <p>UTB 1225 Amendment 1 provides an additional \$1,077,800 in reimbursement from WSDOT to perform similar duties in the area from the Spokane River to I-90, including the footprint of the future NSC I-90 interchange.</p> <p>Upon execution of UTB 1225 Amendment 1 the amount payable from WSDOT to the COS will increase from \$359,927.15 to \$1,437,737.15.</p>	
<b>Executive Summary:</b>	
<ul style="list-style-type: none"> <li>• <i>UTB 1225 provides reimbursement to the COS for costs associated with Removal, replacement or construction of City water and sewer facilities.</i></li> <li>• <i>The original UTB 1225 area of work is from Francis Avenue to the Spokane River.</i></li> <li>• <i>The original UTB 1225 value is \$359,937.15.</i></li> <li>• <i>Amendment 1 provides an additional \$1,077,800 in reimbursement from WSDOT to COS</i></li> <li>• <i>Amendment 1 increases the area of work from the Spokane River to I-90, including the future I-90 interchange.</i></li> <li>• <i>Amendment 1 increases the amount payable to the COS from \$359,927.15 to \$1,437,737.15.</i></li> <li>• <i>We are currently seeking a City Council Sponsor.</i></li> </ul>	
<b>Budget Impact:</b>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b>	
Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

## Briefing Paper Urban Experience

<b>Division &amp; Department:</b>	Public Works Division / Integrated Capital Management
<b>Subject:</b>	Review and Analysis of Water Regulations for the City of Spokane
<b>Date:</b>	05/11/2020
<b>Author (email &amp; phone):</b>	<a href="mailto:mdavis@spokanecity.org">mdavis@spokanecity.org</a>
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Public Infrastructure, Environment, and Sustainability
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approve Contract with WSU
<b>Background/History:</b>	
<p>This study will review City of Spokane (City) regulations for all stormwater, drinking water and wastewater (herein referred to as “water”) references in the context of federal, state, and regional regulations and manuals with the objective of finding areas in the regulations that: have conflicting messages, have weak language that needs improvement, need additional language to promote green infrastructure (GI) or other means of water and wastewater sustainability, and could be extracted and reworked into a separate ordinances.</p> <p>These water regulations will be reviewed in detail by the faculty and also integrated into the water-related classes currently being taught at WSU. The results of this study will be a complete review of the Spokane’s water regulations and also an in-depth analysis of specific sections of the regulations by the students. We envisage that the stormwater regulations will be analyzed in WSU’s stormwater class (CE498) first and then other regulations will be handled subsequently in other water-related classes.</p>	
<b>Executive Summary:</b>	
<ul style="list-style-type: none"> <li>• <i>Contract will be for work by WSU professors to assist the City in determining gaps, overlaps, and conflicts in current regulations.</i></li> <li>• <i>Contract amount is \$60,781.</i></li> <li>• <i>Work is expected to continue through 2021.</i></li> </ul>	
<b>Budget Impact:</b>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b>	
Consistent with current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <u>N/A</u> Requires change in current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <u>N/A</u> Specify changes required: Known challenges/barriers:	

## Briefing Paper

### Urban Experience Committee

<b>Division &amp; Department:</b>	Public Works, 4100 Water & Hydroelectric Services
<b>Subject:</b>	Neptune Water Meters, Registers, & Parts – Annual Value Blanket
<b>Date:</b>	5/11/2020
<b>Author (email &amp; phone):</b>	Loren Searl, <a href="mailto:lsearl@spokanecity.org">lsearl@spokanecity.org</a> , 625-7851
<b>City Council Sponsor:</b>	Council President Breean Beggs
<b>Executive Sponsor:</b>	Scott Simmons, Director – Public Works
<b>Committee(s) Impacted:</b>	PIES
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b>	Funding for these purchases has been included in the Water Department’s Warehouse budget
<b>Strategic Initiative:</b>	Innovative Infrastructure
<b>Deadline:</b>	The City’s last value blanket for these parts expired on 5/1/2020.
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	This value blanket supports the efficient and competitive procurement of Neptune Water Meters, Registers, & Parts on an as-needed basis for the 2020 – 2021 construction/repair season.
<p><u>Background/History:</u> Invitation to Bid #5278-20 was issued on 4/15/2020 via the City’s electronic bidding portal to more than 40 supplier contacts. One bid was received by the closing deadline on 5/4/2020. Award is correspondingly recommended to Neptune Technology Group as the responsive, responsible bidder of lowest cost. Upon Council approval, this business will be awarded on a one year value blanket with four optional annual renewals at mutual consent not to exceed a total term of five years.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> <li>• Award to Neptune Technology Group (Tallassee, AL)</li> <li>• One year value blanket order not to exceed \$1,500,000.00 including tax</li> <li>• Bid #5278-20 Neptune Water Meters, Registers, &amp; Parts - Annual Value Blanket</li> </ul>	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget?    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No</p> <p>Annual/Reoccurring expenditure?    <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No</p> <p>If new, specify funding source: N/A</p> <p>Other budget impacts: None</p>	
<p><u>Operations Impact:</u></p> <p>Consistent with current operations/policy?    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No</p> <p>Requires change in current operations/policy?    <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No</p> <p>Specify changes required: None</p> <p>Known challenges/barriers: None</p>	

# Briefing Paper

## Urban Experience Committee

<b>Division &amp; Department:</b>	Neighborhood & Business Services – My Spokane
<b>Subject:</b>	Data Share Agreement with United Way
<b>Date:</b>	May 4, 2020
<b>Author (email &amp; phone):</b>	Cendy Pfortmiller, <a href="mailto:cpfortmiller@spokanecity.org">cpfortmiller@spokanecity.org</a> , (509) 625-6147 (Mobile (509) 993-4545))
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Carly Cortright
<b>Committee(s) Impacted:</b>	Urban Experience
<b>Type of Agenda item:</b>	X Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
<b>Strategic Initiative:</b>	Public Safety and Community Health; Urban Experience
<b>Deadline:</b>	May 18, 2020
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of Data Share Agreement with United Way.
<p><u>Background/History:</u> Neighborhood Services – My Spokane has created an online volunteer portal for City sponsored volunteer events, which is hosted by Galaxy Digital. This will give the City a centralized location to recruit and manage city volunteers. The volunteer site will have a City of Spokane landing page, and that includes information on volunteering with the City of Spokane and/or the United Way. The Data Share Agreement will simply allow for volunteers to go from the City volunteer portal to the United Way volunteer portal seamlessly. This is an effort to continue the Spokane Gives initiative.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> <li>• <i>The City will recruit and manage city volunteers on a volunteer portal hosted by Galaxy Digital</i></li> <li>• <i>The City's and United Way's volunteer portal will be connected to allow community members to seamlessly search for and volunteer for volunteer opportunities with either sponsor</i></li> <li>• <i>The Data Share Agreement will allow for a seamless transition from both volunteer portals for community members</i></li> <li>• <i>This is in effort to continue the Spokane Gives Initiative</i></li> </ul>	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget?    <input type="checkbox"/> Yes    X No</p> <p>Annual/Reoccurring expenditure?    <input type="checkbox"/> Yes    X No</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.): No budget impacts</p>	
<p><u>Operations Impact:</u></p> <p>Consistent with current operations/policy?    X Yes    <input type="checkbox"/> No</p> <p>Requires change in current operations/policy?    <input type="checkbox"/> Yes    X No</p> <p>Specify changes required: Minimal Operations Impact. This will require a small amount of time dedicated to uploading new opportunities and managing volunteer data.</p> <p>Known challenges/barriers: None</p>	



## Briefing Paper

### Urban Experience

<b>Division &amp; Department:</b>	Public Works Division / Integrated Capital Management
<b>Subject:</b>	Railway Highway Crossing Grant Opportunity
<b>Date:</b>	05/11/2020
<b>Author (email &amp; phone):</b>	<a href="mailto:inote@spokanecity.org">inote@spokanecity.org</a>
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons
<b>Committee(s) Impacted:</b>	Public Infrastructure, Environment, and Sustainability
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b>	
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	May 29th, 2020
<b>Outcome:</b>	Approve ICM staff moving forward with grant applications if railroad concurrence is achieved.
<b>Background/History:</b>	
<p>WSDOT has advertised a Call for Projects for the Railway-Highway Crossings Program. The goal of this program is to fund safety improvements to reduce the number of fatalities, injuries, and crashes at public grade crossings, which can also include the elimination of grade crossings. The program has approximately \$11 million available state-wide. Railroads are required to participate in the application process.</p> <p>City staff have reviewed railway crossing data in the city to discover potential improvements to be made. There are three arterial crossings that do not have gates. These include the Mission Ave crossing near Perry Street and the Havana Street and Freya Street crossings north of Sprague Ave. Each of these crossings have experienced collisions between trains and vehicles within the past 5 years.</p>	
<b>Executive Summary:</b>	
<ul style="list-style-type: none"> <li>• <i>Apply for Railway-Highway Crossings Programs grant for rail safety improvements (gates) at one or more locations: Mission/Perry, Havana n/o Sprague, Freya n/o Sprague.</i></li> <li>• <i>Grant amount approximately \$1,000,000 per location.</i></li> <li>• <i>The 10% match will be funded by arterial street funds.</i></li> <li>• <i>Selections will be made in the Fall 2020.</i></li> </ul>	
<b>Budget Impact:</b>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b>	
Consistent with current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <u>N/A</u> Requires change in current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <u>N/A</u> Specify changes required: Known challenges/barriers:	

# Briefing Paper

## Urban Experience Committee

<b>Division &amp; Department:</b>	Innovation and Technology Services Division
<b>Subject:</b>	NetApp Hardware Purchase – Data Center data storage through Structured Inc.
<b>Date:</b>	May 11, 2020
<b>Author (email &amp; phone):</b>	Michael Sloon, <a href="mailto:msloon@spokanecity.org">msloon@spokanecity.org</a> , 625-6468
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Eric Finch and Michael Sloon
<b>Committee(s) Impacted:</b>	Urban Experience Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	ITSD – NetApp data storage, installation, and 3 year support agreement.  5310 73100 18880 56409 – Capital Replacement fund
<b>Strategic Initiative:</b>	Finance, Administration, and Sustainable Resources
<b>Deadline:</b>	May 31, 2020
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Increase the data storage capacity to meet the growing need for high performance data storage and dependability, and expansion.
<b>Background/History:</b>	
<p>Data storage needs will exceed our current storage capacity and performance. In addition, current legacy storage equipment is scheduled for replacement due to end-of-support and end of contract.</p> <p>Critical data storage for SPD needs to be resolved. SPD has been saving data on mobile hard drives due to storage capacity challenges in our data center. The data need to be moved to the data center so it is secured and backed up.</p>	
<b>Executive Summary:</b>	
<p>Replacing end-of-life network storage equipment, expanding network storage capacity to meet the business data needs of the city's departments, and improving data management performance.</p> <ul style="list-style-type: none"> <li>• New NetApp data storage equipment, software, and licenses.</li> <li>• 3 Year 24x7x4Hr Support Agreement</li> <li>• Installation and setup.</li> <li>• Requesting \$196,292.93 including tax for 3yr term</li> <li>• Term is May 18, 2020 to May 18,2023</li> </ul>	
<b>Budget Impact:</b>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b>	
Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

# Briefing Paper

## Urban Experience Committee

<b>Division &amp; Department:</b>	Innovation and Technology Services Division
<b>Subject:</b>	Cityworks by Azteca Systems, LLC Work Order API
<b>Date:</b>	March 11, 2020
<b>Author (email &amp; phone):</b>	Michael Sloon, <a href="mailto:msloon@spokanecity.org">msloon@spokanecity.org</a> , 625-6468
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Eric Finch and Michael Sloon
<b>Committee(s) Impacted:</b>	Urban Experience Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	ITSD – Initial purchase of Cityworks Work Order API.  Utilizing Budget Account #: 4250-30210-38141-54201-99999
<b>Strategic Initiative:</b>	Sustainable Resources
<b>Deadline:</b>	May 1 , 2020
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Purchase of work order API in support of the UIS project.
<b>Background/History:</b>	
Cityworks is a powerful, flexible and affordable GIS-Centric Asset Maintenance Management system. This contract amendment is to purchase Cityworks Work Order API, which will allow for integration between the new Utility Billing System (enQuesta) and Cityworks Asset Maintenance Management system.	
<b>Executive Summary:</b>	
<ul style="list-style-type: none"> <li>• Contract Amendment with Azteca Systems, LLC for the initial purchase of Cityworks Work Order API.</li> <li>• Requesting \$18,967.11 including tax for the renewal of this contract.</li> <li>• Term is May 1, 2020 – March 31, 2021</li> <li>• OPR 2016-0235 Azteca Cityworks 2020 Annual Software Maintenance and Support \$114,345.00 including tax.</li> </ul>	
<b>Budget Impact:</b>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b>	
Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

# Agreement for Economic Development Services

## City of Spokane 2020

### OVERVIEW OF GSI:

GSI works to connect businesses to valuable relationships and resources, drive business and community initiatives to improve our region, and advocate for business with a unified voice.

GSI convenes, coordinates, facilitates and leads economic development efforts that:

- Drive the creation of a highly skilled workforce that meets the future needs of employers;
- Increase the number of jobs;
- Grow our residents' average household income;
- Support innovation through the creation and growth of entrepreneurship and business start-ups;
- Expand area businesses through increased access to information and resources that will lead to greater customer exposure and greater success; and
- Improve the fiscal health of our communities through increased commerce leading to increased tax revenues.

**PURPOSE OF AGREEMENT:** The purpose of this AGREEMENT is to memorialize the understanding and intended collaboration between the CITY OF SPOKANE (hereinafter referred to as "the JURISDICTION") and GREATER SPOKANE INCORPORATED (hereinafter referred to as "GSI") (collectively referred to as the "PARTIES") to further economic development activities for the JURISDICTION and the Spokane region.

As set forth further in Paragraph 6, this AGREEMENT establishes only a collaborative relationship between GSI and JURISDICTION, and GSI is only obligated to the extent the terms of this AGREEMENT provide. The PARTIES acknowledge that this AGREEMENT is intended to promote and support acts relating to economic development as authorized by RCW 35.21.703 and RCW 36.01.085.

This AGREEMENT establishes a sequential financial investment in the economic development activities of GSI consisting of:

- (1) BASE INVESTMENT,
- (2) ECONOMIC DEVELOPMENT PARTNERSHIP SERVICES,
- (3) ADDITIONAL INVESTMENT FOR ECONOMIC DEVELOPMENT SERVICES (specific to JURISDICTION), and
- (4) SPECIAL PROJECTS (benefitting the entire region).

JURISDICTIONS that agree to invest with GSI agree to invest in the order of economic development activities listed and further agree to fund the financial requirements of each category before proceeding to the next level of economic development activity.

### **(1) BASE INVESTMENT:**

The Base Investment is an annual investment amount and recognizes the value of having an organization identified as coordinating economic development activities on behalf of the Jurisdiction and region. It recognizes those activities as;

- advocating for a healthy business climate to provide businesses a competitive advantage over other communities,

- assisting businesses located in the region with access to new services to enhance their revenues and profits,
- advancing the development of a talented workforce,
- advocating on behalf of business at the federal, state, and local levels,
- supporting entrepreneurs and business startups,
- supporting major contributors to the economy, and
- communicating the value of the Spokane region to businesses considering expansion or relocation to the Spokane region.

The Base Investment supports the costs of Greater Spokane Incorporated associated with performing the above-mentioned functions. Investor Partners can choose their level of investment.

Consistent with GSI By-Laws, JURISDICTIONS investing at the Partner Level (\$10,250 - \$24,999/yr) are entitled to :

- An Ex-Officio position on the GSI Board of Trustees,
- Participation in update meetings of the Associate Development Organization (ADO),
- Participation in the CEO Exchange,
- Invitation to attend the Olympia and DC Fly-ins,
- Invitation to exclusive executive events,
- Recognition in GSI Media,
- Onsite GSI Executive Update.

JURISDICTIONS can also choose higher levels of Base Investment. Those could include the Leaders Level (\$25,000 - \$49,999/yr) and the Visionary Level (\$50,000 and up/yr).

The level of Base Investment for the JURISDICTION shall be that amount listed in Attachment A, attached hereto and incorporated herein by reference.

## **(2) ECONOMIC DEVELOPMENT PARTNERSHIP SERVICES:**

The Economic Development Partnership Services ("EDPS") constitute the array of economic development activities as defined both in the GSI Strategic Plan and other activities necessary to support businesses operating in the Spokane region and those businesses wishing to expand or relocate to the Spokane region. They are itemized in more detail below under "**Scope of Work**".

The cost of EDPS is based proportionately on the size of the JURISDICTION. The target rate is \$0.50 per resident, adjusted annually, and based upon the United States Census Bureau's annual population estimate. For purposes of this calculation, the annual population estimate shall be the US Census Bureau's most recent estimate listed as of October 1<sup>st</sup> of the current calendar year. For the JURISDICTION, the US Census Bureau's population estimate for the contract period shall be the population listed in Attachment "A".

## Scope of Work

The following activities shall be included in EDPS:

- **WORKFORCE** - Grow education attainment rates, ensuring a talented and competitive workforce pipeline;
  - Build a robust system of career-connected learning by developing STEM skills and career awareness and exploration, for middle skill and knowledge-based careers in high-demand industries
  - Increase post-secondary access to credential and degree completion for traditional and non-traditional students
  - Support the development of a center for health and medical sciences education through advocacy, workforce development, and community capacity building
- **ADVOCACY** - Convene and facilitate a unified voice on behalf of the business community, and to advocate for critical public policy and legislative priorities for the benefit of the regional economy;
  - Convene, draft, and advocate for legislative priorities at both the federal and state levels on behalf of business
  - Advocate for critical infrastructure necessary for economic development
  - Plan and implement a Joint Chambers' Olympia Fly-In to advocate for business priorities for the Spokane region
  - Plan and implement a Joint Chambers' DC Fly-In to advocate for business priorities for the Spokane region
  - Advocate for international trade policies that support local business efforts to expand their customer base
  - Provide access to the GSI Board of Trustees to educate the business community on key city projects and initiatives
- **BUSINESS STARTUP, RETENTION, & EXPANSION** - Provide retention and expansion programs and business services;
  - Protect, advocate, and support the expansion of the military operations at Fairchild Air Force Base, recognizing it as the largest single-site employer in Eastern Washington
  - Assist the business community in qualifying for, and obtaining comprehensive contracting opportunities with federal, state, and local government agencies to maintain business growth and expansion
  - Connect entrepreneurs with resources and community support necessary to launch and grow new businesses
  - Provide a physical location and appropriate programming to ensure entrepreneur success
- **RECRUIT** – Support the recruitment of high-performance industries that provide significant wage opportunities;
  - In coordination with regional partners, respond to inbound recruitment opportunities to diversify and enhance the region's overall economic environment
    - Respond to inbound requests for information regarding the region
    - Prepare responses to inbound Request for Proposal's (RFP's) from businesses and site selectors
  - Coordinate regional responses to inquiries from the Washington State Department of Commerce directed to GSI as the designated Associate Development Organization (ADO)
  - Deploy outbound lead-generation marketing strategy based on core assets of the region that targets the life sciences, aerospace, advanced manufacturing, and agribusiness industries
  - Engage directly with site selectors and targeted companies to educate them about the advantages of the Spokane region

- Leverage partnerships with local companies to identify companies that would augment or increase buildout of the manufacturing or life sciences supply chain in the region
- Enhance the knowledge of the region by participating in and leading local, regional, and national industry association events, and attending networking and educational events.

**(3) ADDITIONAL INVESTMENT FOR ECONOMIC DEVELOPMENT SERVICES:**

The JURISDICTION may wish to collaborate and invest with GSI on additional economic development services specific to the JURISDICTION outside the EDPS. Those economic development services shall be mutually agreed upon by the parties and set forth in Attachment B, attached hereto and incorporated herein by reference. Examples may include, but are not limited to, industry gap analysis, workforce studies, or pursuit of specific grant opportunities.

**(4) SPECIAL PROJECTS:**

GSI may undertake specific projects or activities to benefit the entire region in which the JURISDICTION seeks to participate. Those projects and activities would be in addition to the terms set forth in this AGREEMENT. Examples include, but are not limited to, public opinion polling, economic development and industry studies, and infrastructure analysis.

**General Terms for Agreement.**

**1. Term.** This AGREEMENT shall be in full force and effect on January 1, 2020 and shall remain in effect until December 31, 2020. By mutual written consent, the PARTIES may extend the AGREEMENT for up to three additional one-year terms, which will commence on or about January 1<sup>st</sup> of each year and end on December 31 of that year.

Either party may terminate this AGREEMENT for any reason whatsoever upon thirty (30) days written notice. In the event of termination through no fault of GSI, the JURISDICTION agrees to pay GSI for all services performed to the date of the AGREEMENT termination based upon a pro rata breakdown of the monthly monetary compensation as set forth in Attachment A. Provided, however, in the event of any material breach of any provision herein, the JURISDICTION may suspend GSI's provision of any services under the terms of this AGREEMENT upon twenty-four (24) hour notification. During the time frame of any such suspension, the JURISDICTION shall not be liable for the payment of any fees or pro rata portion thereof to GSI.

For the purposes of this AGREEMENT, notice shall be deemed effective upon: (i) the day such notices are received when sent by personal delivery, (ii) the third day following the day on which the same have been deposited in the U.S. mail by first class delivery, postage prepaid addressed to the JURISDICTION or to GSI at the address set forth in Attachment A, or (iii) the next business day such notice is sent via e-mail to the e-mail provided for each PARTY in Attachment A.

**2. Payment.** GSI shall be paid monthly upon presentation of an invoice to JURISDICTION. JURISDICTION agrees to pay GSI within thirty (30) days of the JURISDICTION'S receipt of any reimbursement request. Invoices shall be submitted to the JURISDICTION at the address stated in Attachment A. GSI's reimbursement request is an acknowledgement that services have been rendered or that an advance payment is due and payable pursuant to fulfillment of obligations herein. The frequency of invoicing may be adjusted with the mutual consent of the PARTIES, and as specified herein in Attachment A.

**3. Reporting.** GSI shall provide a written report of its activities and progress as they pertain to the **Scope of Work** as set forth under Economic Development Partnership Services (EDPS) on a semi-annual basis. Additionally, GSI shall be available to present such information in person to the JURISDICTION on approximately the same frequency. The frequency of reporting and presentations may be adjusted with the mutual consent of the PARTIES. The frequency shall be set forth in Attachment A.

**4. Compliance with Laws.** The PARTIES, in the performance of this AGREEMENT, agree to comply with all applicable federal, state, and local laws and regulations to the extent that they may have any bearing on either party providing services under the terms of this AGREEMENT.

**5. Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions:**

- A. By executing this AGREEMENT, GSI certifies to the best of its knowledge and belief, that it:
1. Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  2. Has not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or 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, or receiving stolen property;
  3. Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (A)(2) of this certification; and
  4. Has not within a three-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.
- B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this AGREEMENT.

**6. Relationship of the Parties:** It is understood, agreed and declared that GSI shall be an independent contractor, and not the agent or employee of JURISDICTION, and JURISDICTION is interested in only the results to be achieved, and that the right to control the particular manner, method and means in which the services are performed is solely within the discretion of GSI. Any and all employees who provide services to JURISDICTION under this AGREEMENT shall be deemed employees solely of GSI, and are not entitled to any of the benefits that JURISDICTION provides to employees of JURISDICTION. GSI shall be solely responsible for the conduct and actions of all its agents, employees, servants, subcontractors or otherwise under this AGREEMENT and any liability that may attach thereto.

**7. Records:** GSI shall make available to JURISDICTION or the Washington State Auditor, or their duly authorized representatives, at any time during its normal operating hours, all records, books or pertinent information which GSI shall have kept in conjunction with this AGREEMENT, and which JURISDICTION may be required by law to make part of its auditing procedures, an audit trail, or which may be required for the purpose of funding the services provided under this AGREEMENT.



**8. Insurance:** GSI shall furnish and maintain all insurance as required herein and comply with all limits, terms and conditions stipulated therein, at their expense, for the duration of the AGREEMENT. The following is a list of the required AGREEMENT coverage requirements:

**GENERAL LIABILITY INSURANCE:** GSI shall have Commercial General Liability with limits of \$1,000,000.00 per occurrence, which includes general aggregate, products, completed operation, personal injury, fire damage and \$5,000.00 medical expenses.

**ADDITIONAL INSURED ENDORSEMENT:** General Liability Insurance must state that the JURISDICTION, it's officers, agents and employees, and any other entity specifically required by the provisions of this AGREEMENT will be specifically named additional insured(s) for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims. Language such as the following should be used "[Name of JURISDICTION], it's Officers, Agents and Employees, are named as an Additional Insured with respect to this MEMORANDUM OF AGREEMENT between Greater Spokane Incorporated and [Name of JURISDICTION]."

**WORKERS' COMPENSATION:** If GSI has employees, it shall show proof of Workers' Compensation coverage by providing its State Industrial Account Identification Number. Provision of this number will be GSI's assurance that coverage is in effect.

**PROFESSIONAL LIABILITY INSURANCE:** GSI shall provide errors & omissions coverage in the form of Professional Liability Coverage in the minimum amount of \$1,000,000.00.

Any exclusion to GSI's insurance policies that may restrict coverage required in the AGREEMENT's insurance requirements must be pre-approved by the Risk Management Officer of JURISDICTION. GSI's insurer shall have a minimum A.M. Best's rating of A-VII and shall be licensed to do business in the State of Washington. Evidence of such insurance shall consist of a completed copy of the certificate of insurance, signed by the insurance agent for GSI and a copy of any required endorsement(s) and returned to JURISDICTION. The insurance policy or policies will not be canceled, materially changed or altered without forty-five (45) days prior notice to JURISDICTION. The policy shall be endorsed and the certificate shall reflect that JURISDICTION is named as an additional insured on the GSI's general liability policy with respect to activities under the AGREEMENT. The policy shall provide and the certificate shall reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

The policy shall be endorsed and the certificate shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by JURISDICTION shall be excess and not contributory insurance to that provided by GSI.

GSI shall provide Certificate(s) of Insurance, meeting the requirements set forth herein, to JURISDICTION within 30 days of the execution of this AGREEMENT.

Failure of GSI to fully comply with the insurance requirements set forth herein, during the term of the AGREEMENT, shall be considered a material breach of AGREEMENT and cause for immediate termination of AGREEMENT at JURISDICTION's discretion.

Providing coverage in the above amounts shall not be construed to relieve GSI from liability in excess of such amounts.

**9. Assignment:** Neither PARTY shall assign, transfer, nor delegate any or all of the responsibilities of this AGREEMENT or the benefits received hereunder without first obtaining the written consent of the other PARTY; provided, however, that this provision shall not be interpreted to restrict GSI's right to contract out with other entities to fulfill the services set forth in this AGREEMENT.

**10. Confidentiality:** By the nature of its mission and work outlined under Section 2 (Economic Development Partnership Services), Section 3 (Additional Investment for Economic Development Services), and Section 4 (Special Projects), GSI routinely discusses and has access to the confidential information of persons not party to this Agreement ("Third-Party"), including existing area businesses, potential new businesses, and area development project coordinators. As a result, GSI is often subject to the terms of non-disclosure/non-use agreements in carrying out its work. Accordingly, all such information, whether subject to a non-disclosure agreement or not, shall at all times be proprietary and the confidential information of GSI. Such information shall not be disclosed to any party, including without limitation, JURISDICTION, without the appropriate consent of the Third-Party and at the discretion of GSI.

GSI may, from time to time, receive information from JURISDICTION, which is considered by JURISDICTION to be confidential and exempt from the applicable public disclosure laws. GSI shall not disclose such information without the prior express written consent of JURISDICTION or upon order of a court of competent jurisdiction.

The PARTIES agree public records as defined in chapter 42.56 RCW are subject to viewing and copying upon request unless exempt from disclosure under the Public Records Act. JURISDICTION's promises of confidentiality cannot override its obligations under the Public Disclosure Act. Accordingly, in the event of receipt of a public records request for a document which was received by the JURISDICTION under this AGREEMENT, the JURISDICTION agrees to provide GSI with a copy of the public records request and its proposed response, taking into consideration the exemptions allowed under the Public Records Act and allow GSI a ten (10) day time frame to seek judicial relief to prevent disclosure.

**11. Entire Agreement:** This AGREEMENT constitutes the entire and complete agreement between the PARTIES and supersedes any prior oral or written agreements. No modification or amendment of this AGREEMENT shall be valid until the same is reduced to writing and executed with the same formalities as this present AGREEMENT.

**12. Jurisdiction and Venue:** This AGREEMENT is entered into in Spokane County, Washington and Washington law shall apply. Disputes between JURISDICTION and GSI shall be resolved in the Superior Court of the State of Washington in Spokane County.

**13. Cost and Attorney's Fees:** The PARTIES hereby expressly agree that in the event of litigation or other action brought to enforce the terms of the AGREEMENT, each party agrees to bear its own attorney's fees and costs.

**14. No Exclusivity:** This AGREEMENT is not an exclusive services agreement. GSI may take on other professional assignments while completing the work elements/tasks set forth herein.

**15. Payment of Taxes:** This AGREEMENT is for the employment of GSI as an independent contractor. GSI holds itself out as an independent contractor. GSI shall be solely responsible for paying any and all taxes associated with its business as related to this AGREEMENT.

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

**17. Business Registration:** GSI shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If GSI does not believe it is required to obtain a business registration, it may contact the JURISDICTION to request an exemption status determination.

**18. Severability:** If any section, sentence, clause or phrase of this AGREEMENT should be held to be invalid for any reason by a court of competent jurisdiction, such invalidity shall not affect the validity of any other section, sentence, clause or phrase of this AGREEMENT. If at any time during the term Agreement, applicable state or federal statutes or regulations are amended, revised, or interpreted in such a manner as to require modification of the terms and conditions of this Agreement, this Agreement shall be deemed to be automatically amended to conform to the requirements of such statutes and regulations.

**19. Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which so executed and delivered shall be deemed original, and such counterparts together shall constitute one instrument.

**20. No Waiver.** The failure of a party to object to or take affirmative action with respect to any conduct of another party which is in violation of the provisions of this Agreement shall not be construed as a waiver of that violation or any future violations of the provisions of this Agreement.

**21. Attachments:** Attachments attached and incorporated into this AGREEMENT are:

1. Attachment "A",
2. Attachment "B" (if applicable), and
3. Insurance Certificates.

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

**SPOKANE REGIONAL CHAMBER OF COMMERCE  
& ECONOMIC DEVELOPMENT COUNCIL DBA  
GREATER SPOKANE INCORPORATED**

**CITY OF SPOKANE**

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

By  30 APRIL 2020  
Signature Date

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

Wes Crago  
\_\_\_\_\_  
Type or Print Name

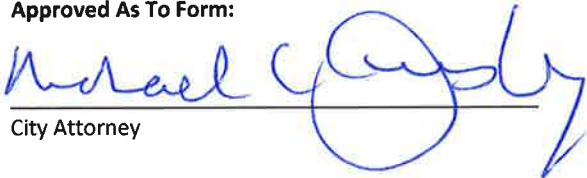
\_\_\_\_\_  
Title

City Administrator  
\_\_\_\_\_  
Title

**Attest:**

**Approved As To Form:**

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

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

# ATTACHMENT A

## City of Spokane

### Population Calculation:

Via US Census Bureau (estimated, July 1, 2019) 219,190

### Fees:

Base Investment \$10,250.00

### Economic Development Partnership Services (EDPS)

The PARTIES acknowledge and aspire to eventually reach a goal of utilizing a rate of \$0.50 per resident as a basis for payment under this funding category but recognize the ability to do so must be balanced against other budgetary considerations faced by the City each budget cycle.

For the term of this AGREEMENT, the City of Spokane agrees to utilize the following formula:

Use  $219,190 \times \$0.21054793 = \$46,150$  \$46,150.00

---

**TOTAL ANNUAL FEE \$56,400.00**

**(Same amount as 2019 - \$56,400 per year)**

**Notices:** All notices or other communications shall utilize the addresses set forth below for the PARTIES:

#### GREATER SPOKANE INCORPORATED:

Alisha Benson  
Chief Executive Officer  
Greater Spokane Incorporated  
801 W Riverside, Suite 100  
Spokane, WA 99201

E-Mail Address:  
abenson@greaterspokane.org

#### CITY OF SPOKANE:

Wes Crago  
City Administrator  
City of Spokane  
City Hall, Seventh Floor  
Spokane, WA 99201

E-Mail Address:  
mayor@spokanecity.org

**Invoicing Frequency:** (if other than that set forth in the AGREEMENT). GSI shall invoice the City of Spokane at the beginning of each quarter of the calendar year.

**Reporting Frequency:** (if other than that set forth in the AGREEMENT).



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/5/2019

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

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

**PRODUCER**  
Hub International Northwest LLC  
PO Box 3144  
Spokane, WA 99220

**CONTACT NAME:** Janelle Beauchemin  
**PHONE (A/C, No, Ext):**  
**FAX (A/C, No):**  
**E-MAIL ADDRESS:** janelle.beauchemin@hubinternational.com

**INSURER(S) AFFORDING COVERAGE** **NAIC #**

**INSURER A:** Philadelphia Indemnity Insurance Company 18058

**INSURER B:**

**INSURER C:**

**INSURER D:**

**INSURER E:**

**INSURER F:**

**INSURED**

Greater Spokane, Inc.  
801 W Riverside Ave, Ste 100  
Spokane, WA 99201

### COVERAGES

### CERTIFICATE NUMBER:

### REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A X</b>	<b>COMMERCIAL GENERAL LIABILITY</b>						
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>		<b>PHPK2003221</b>	<b>8/15/2019</b>	<b>8/15/2020</b>	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> <b>WA STOP GAP</b> \$ <b>1,000,000</b>
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						
<b>A</b>	<b>AUTOMOBILE LIABILITY</b>						
	ANY AUTO OWNED AUTOS ONLY		SCHEDULED AUTOS	<b>PHPK2003221</b>	<b>8/15/2019</b>	<b>8/15/2020</b>	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
<input checked="" type="checkbox"/>	HIRED AUTOS ONLY	<input checked="" type="checkbox"/>	NON-OWNED AUTOS ONLY				
<b>A X</b>	<b>UMBRELLA LIAB</b>						
	EXCESS LIAB		CLAIMS-MADE <input checked="" type="checkbox"/>	<b>PHUB682924</b>	<b>8/15/2019</b>	<b>8/15/2020</b>	EACH OCCURRENCE \$ <b>5,000,000</b> AGGREGATE \$ <b>Aggregate</b> \$ <b>5,000,000</b>
	DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>						
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		Y/N	<b>N/A</b>			E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
The City of Spokane, its officers, and employees are additional insureds with regards to insured services provided under written contract.

### CERTIFICATE HOLDER

### CANCELLATION

City of Spokane Department of Engineering Services  
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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****GENERAL LIABILITY DELUXE ENDORSEMENT:  
HUMAN SERVICES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE**

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

<b>Coverage Applicable</b>	<b>Limit of Insurance</b>	<b>Page #</b>
Extended Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	\$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	\$30,000 limit	2
Damage to Premises Rented to You	\$1,000,000	3
HIPAA	Clarification	4
Medical Payments	\$20,000	5
Medical Payments – Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments – Bail Bonds	\$5,000	5
Supplementary Payment – Loss of Earnings	\$1,000 per day	5
Employee Indemnification Defense Coverage	\$25,000	5
Key and Lock Replacement – Janitorial Services Client Coverage	\$10,000 limit	6
Additional Insured – Newly Acquired Time Period	Amended	6
Additional Insured – Medical Directors and Administrators	Included	7
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured – Broadened Named Insured	Included	7
Additional Insured – Funding Source	Included	7
Additional Insured – Home Care Providers	Included	7
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured – Lessor of Leased Equipment	Included	7
Additional Insured – Grantor of Permits	Included	8
Additional Insured – Vendor	Included	8
Additional Insured – Franchisor	Included	9
Additional Insured – When Required by Contract	Included	9
Additional Insured – Owners, Lessees, or Contractors	Included	9
Additional Insured – State or Political Subdivisions	Included	10

Duties in the Event of Occurrence, Claim or Suit	Included	10
Unintentional Failure to Disclose Hazards	Included	10
Transfer of Rights of Recovery Against Others To Us	Clarification	10
Liberalization	Included	11
Bodily Injury – includes Mental Anguish	Included	11
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	11

#### A. Extended Property Damage

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. **Exclusions**, Paragraph a. is deleted in its entirety and replaced by the following:

##### a. Expected or Intended Injury

“Bodily injury” or property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

#### B. Limited Rental Lease Agreement Contractual Liability

**SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. **Exclusions**, Paragraph b. **Contractual Liability** is amended to include the following:

- (3) Based on the named insured's request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter's liability insurance of the client.

#### C. Non-Owned Watercraft

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. **Exclusions**, Paragraph g. (2) is deleted in its entirety and replaced by the following:

- (2) A watercraft you do not own that is:
- (a) Less than 58 feet long; and
  - (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

#### D. Damage to Property You Own, Rent or Occupy

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE**



**LIABILITY, Subsection 2. Exclusions, Paragraph j. Damage to Property, Item (1)** is deleted in its entirety and replaced with the following:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a \$30,000 limit. A client is defined as a person under your direct care and supervision.

**E. Damage to Premises Rented to You**

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:

- a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions;** is deleted in its entirety and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE.**

- b. **SECTION III – LIMITS OF INSURANCE, Paragraph 6.** is deleted in its entirety and replaced by the following:

Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

- c. **SECTION V – DEFINITIONS, Paragraph 9.a.,** is deleted in its entirety and replaced by the following:

A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

2. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Subsection 4. Other Insurance, Paragraph b. Excess Insurance, (1) (a) (ii)** is deleted in its entirety and replaced by the following:

That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;

3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:

- a. \$1,000,000; or
- b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

## F. HIPAA

**SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY,** is amended as follows:

1. Paragraph 1. **Insuring Agreement** is amended to include the following:

We will pay those sums that the insured becomes legally obligated to pay as damages because of a "violation(s)" of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any "suit," "investigation," or "civil proceeding" seeking these damages. However, we will have no duty to defend the insured against any "suit" seeking damages, "investigation," or "civil proceeding" to which this insurance does not apply.

2. Paragraph 2. **Exclusions** is amended to include the following additional exclusions:

This insurance does not apply to:

- a. **Intentional, Willful, or Deliberate Violations**

Any willful, intentional, or deliberate "violation(s)" by any insured.

- b. **Criminal Acts**

Any "violation" which results in any criminal penalties under the HIPAA.

- c. **Other Remedies**

Any remedy other than monetary damages for penalties assessed.

- d. **Compliance Reviews or Audits**

Any compliance reviews by the Department of Health and Human Services.

3. **SECTION V – DEFINITIONS** is amended to include the following additional definitions:

- a. "Civil proceeding" means an action by the Department of Health and Human Services (HHS) arising out of "violations."
- b. "Investigation" means an examination of an actual or alleged "violation(s)" by HHS. However, "investigation" does not include a Compliance Review.
- c. "Violation" means the actual or alleged failure to comply with the regulations included in the HIPAA.

**G. Medical Payments – Limit Increased to \$20,000, Extended Reporting Period**

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:

- a. \$20,000; or
- b. The Medical Expense Limit shown in the Declarations of this Coverage Part.

2. **SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**, Subsection 1. **Insuring Agreement**, a. (3) (b) is deleted in its entirety and replaced by the following:

- (b) The expenses are incurred and reported to us within three years of the date of the accident.

**H. Athletic Activities**

**SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**, Subsection 2. **Exclusions**, Paragraph e. **Athletic Activities** is deleted in its entirety and replaced with the following:

**e. Athletic Activities**

To a person injured while taking part in athletics.

**I. Supplementary Payments**

**SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B** are amended as follows:

1. **b.** is deleted in its entirety and replaced by the following:

- 1. **b.** Up to \$5000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.

1.**d.** is deleted in its entirety and replaced by the following:

- 1. **d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

**J. Employee Indemnification Defense Coverage**

**SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** the following is added:

We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding occurring in the course of employment.

The most we will pay for any "employee" who is alleged to be directly involved in a criminal proceeding is \$25,000 regardless of the numbers of "employees," claims or "suits" brought or persons or organizations making claims or bringing "suits."

**K. Key and Lock Replacement – Janitorial Services Client Coverage**

**SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended to include the following:

We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you by your "client," up to a \$10,000 limit per occurrence and \$10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

- a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.
- b. "Employee" means:
  - (1) Any natural person:
    - (a) While in your service or for 30 days after termination of service;
    - (b) Who you compensate directly by salary, wages or commissions; and
    - (c) Who you have the right to direct and control while performing services for you; or
  - (2) Any natural person who is furnished temporarily to you:
    - (a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or
    - (b) To meet seasonal or short-term workload conditions;
 while that person is subject to your direction and control and performing services for you.
  - (3) "Employee" does not mean:
    - (a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
    - (b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."
- c. "Manager" means a person serving in a directorial capacity for a limited liability company.

**L. Additional Insureds**

**SECTION II – WHO IS AN INSURED** is amended as follows:

- 1. If coverage for newly acquired or formed organizations is not otherwise excluded from this

Coverage Part, Paragraph 3.a. is deleted in its entirety and replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.
2. Each of the following is also an insured:
- a. **Medical Directors and Administrators** – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.
  - b. **Managers and Supervisors** – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your “employees” are also insureds for “bodily injury” to a co-“employee” while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

- c. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
- d. **Funding Source** – Any person or organization with respect to their liability arising out of:
  - (1) Their financial control of you; or
  - (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- e. **Home Care Providers** – At the first Named Insured’s option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.
- f. **Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any “occurrence” which takes place after you cease to be a tenant in that premises; or
  - (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.
- g. **Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- h. Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:
  - (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:
    - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
    - (b) The construction, erection, or removal of elevators; or
    - (c) The ownership, maintenance, or use of any elevators covered by this insurance.
  
- i. Vendors** – Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
  - (1) The insurance afforded the vendor does not apply to:
    - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
    - (b) Any express warranty unauthorized by you;
    - (c) Any physical or chemical change in the product made intentionally by the vendor;
    - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
    - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
    - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
  - (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
    - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
    - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
  - (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.
- j. **Franchisor** – Any person or organization with respect to their liability as the grantor of a franchise to you.
- k. **As Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations
- l. **Owners, Lessees or Contractors** – Any person or organization, 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 when required by a contract.

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:

- (a) 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
- (b) 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.

**m. State or Political Subdivisions** – Any state or political subdivision as required, subject to the following provisions:

- (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.
- (2) This insurance does not apply to:
  - (a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
  - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

**M. Duties in the Event of Occurrence, Claim or Suit**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2.** is amended as follows:

**a.** is amended to include:

This condition applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

**b.** is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

**N. Unintentional Failure To Disclose Hazards**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations** is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

**O. Transfer of Rights of Recovery Against Others To Us**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of**



**Recovery Against Others To Us** is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

**P. Liberalization**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

**Q. Bodily Injury – Mental Anguish**

**SECTION V – DEFINITIONS**, Paragraph 3. Is deleted in its entirety and replaced by the following:

"Bodily injury" means:

- a. Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time.

**R. Personal and Advertising Injury – Abuse of Process, Discrimination**

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph 14.b. is deleted in its entirety and replaced by the following:

- b. Malicious prosecution or abuse of process;

2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended by adding the following:

Discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
  - (1) Any insured; or
  - (2) Any executive officer, director, stockholder, partner or member of the insured;
- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;

- c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

## Briefing Paper

### Urban Experience Committee

<b>Division &amp; Department:</b>	Planning Services
<b>Subject:</b>	Commute Trip Reduction Interlocal Agreement - Renewal
<b>Date:</b>	05/11/2020
<b>Author (email &amp; phone):</b>	Colin Quinn-Hurst, <a href="mailto:cquinnhurst@spokanecity.org">cquinnhurst@spokanecity.org</a> , 625-6804
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Urban Experience
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	<ol style="list-style-type: none"> <li>1) Comprehensive Plan Chapter 4 – Transportation: walkability, accessibility and transportation goals. TR4.a "Implement the City's and County's Commute Trip Reduction Plan and explore expansion of reduction plans such as the Growth and Transportation Efficiency Centers (GTEC) plan."</li> <li>2) City of Spokane Commute Trip Reduction Implementation Plan Update: 2020-2024, attached</li> </ol>
<b>Strategic Initiative:</b>	Sustainability, Transportation Choices, Regional Collaboration
<b>Deadline:</b>	June 10, 2020
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Contract update and renewal with CommuteSmart NW as part of the County Commute Trip Reduction program.

**Background/History:**

The State of Washington mandates that the City of Spokane and Spokane County implement a Commute Trip Reduction (CTR) program under RCW 70.94.527 for all major employers to promote a reduction in the miles traveled by commuting employees. The State has allocated funding to the City of Spokane to implement its CTR plan for the next two years for the performance of certain actions relating to employers in the City that employ 50 or more people. The amount of funds is dependent on the number of such employers in the City in a given two-year period. Since 1994, the County has implemented the City's CTR plan in exchange for the City's share of the allocated funds. The County is proposing an updated agreement to extend this arrangement for 2 years. This is the latest iteration of a biennial intergovernmental agreement between the County and the City, covering 2019 to 2021.

For reference, the last few agreements have concerned the following amounts, which shifts based on the numbers of employers in the program:

2011: \$194,510  
2013: \$225,287  
2015: \$214,387  
2017: \$211,731  
2019: \$206,660.38

Every two years, historically, the City has signed this intergovernmental agreement with the County, granting those funds back to the County in exchange for their conducting the required CTR duties on the City's behalf. The County's agent in these actions, Ms. LeAnn Yamamoto, operates a dedicated program for these kinds of activities and has both the expertise and the capacity to conduct the required actions. This approach creates an economy of scale by leveraging support from employers throughout the County to create a common, robust program.

In addition, the County is requesting an additional \$3,378.50 for incentive funding, based on a \$6,000 yearly incentive budget divided by 103 CTR affected worksites in the Commute Smart Program then

multiplied by the 58 employers in Spokane. This funding enables the Commute Smart to offer monthly incentives to encourage participation in the Commute Smart program. At this time, the City has not identified a funding source to meet this additional request.

Executive Summary:

The proposed intergovernmental agreement would do the following:

- The County representative, Ms. Yamamoto, will conduct the 28 required actions (see Attachment A of the attached contract);

The City will:

- Provide to the County any proposed amendments to the CTR Plan and Ordinance {there are none at this time};
- Provide to the County copies of any CTR-related amendments to parking ordinances prior to public review (similarly, none are proposed at this time);
- Implement a CTR Program for City employees (already underway as an ongoing program);
- Provide to the County the \$206,660.38 upon issuance of the same funds to the City by WSDOT

Were the City to change this ongoing relationship and keep the \$206,660.38, the City would be required to conduct the 28 required actions, requiring a new full-time person as well as other financial and material assets. Conversely, the County has an ongoing successful program, staff with the capability and expertise to conduct these activities, and the capacity to perform them on our behalf. Furthermore, it provides economy of scale when the County as a whole conducts a single program, as opposed to multiple programs run by each jurisdiction.

Budget Impact:

Approved in current year budget?  Yes  No  N/A

Annual/Reoccurring expenditure?  Yes  No  N/A

If new, specify funding source:

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

Operations Impact:

Consistent with current operations/policy?  Yes  No

Requires change in current operations/policy?  Yes  No

Specify changes required:

**INTERGOVERNMENTAL AGREEMENT**  
**Between Spokane County and the City of Spokane**  
**Regarding Commute Trip Reduction Implementation**

**THIS AGREEMENT**, made and entered by and between the City of Spokane, a municipal corporation of the State of Washington, having offices for the transaction of business at 808 W. Spokane Falls Blvd., Spokane, WA, 99201, hereinafter referred to as the "City" and Spokane County, a political subdivision of the State of Washington, having offices for the transaction of business at West 1026 Broadway Avenue, Spokane, Washington, 99260, hereinafter referred to as the "County," jointly hereinafter referred to as the "Parties."

**WITNESSETH**

**WHEREAS**, the Washington State Legislature has adopted legislation codified in RCW 70.94.521 through 555, the purpose of which is to improve air quality, improve transportation system efficiency and reduce the consumption of petroleum fuels through employer-based programs that encourage the use of alternatives to the single occupant vehicle for commute trips and reduce vehicle miles traveled (VMT); and

**WHEREAS**, RCW 70.94.527 requires counties containing urban growth areas and cities and towns with "major employers," that are located within urban growth areas with a state highway segment exceeding the threshold of one hundred person hours of delay or jurisdictions that are located in contiguous urban growth areas, or are within an urban growth area with a population greater than seventy thousand people that adopted an ordinance before the year 2000 or jurisdictions that are located in contiguous urban growth areas, or contain a major employment installation in an affected county to develop ordinances, plans and programs to reduce Vehicle Miles Traveled (VMT) and Single Occupant Vehicle (SOV) commute trips, and thereby reduce vehicle-related air pollution, traffic congestion and energy use, and

**WHEREAS**, the County and each affected city within Spokane County have adopted Commute Trip Reduction Ordinances and must implement a Commute Trip Reduction (CTR) Plan for all major employers; and

**WHEREAS**, the Washington State Department of Transportation (WSDOT) Public Transportation Division is responsible for administering funds on behalf of the state legislature and is desirous of making available to Spokane County certain funds and requiring Spokane County to enter into agreements through the Interlocal Cooperation Act or by Resolution or Ordinance as appropriate with other jurisdictions, local transit agencies, or regional transportation planning organizations to coordinate the development, implementation and administration of CTR Plans and Ordinances as described in RCW 70.94.521-555.

**WHEREAS**, Spokane County has entered into an agreement with the WSDOT under Agreement No. ~~GCB2761~~PTD0130, hereinafter referred to as "WSDOT Agreement," pursuant to which Spokane County is eligible to receive a reimbursable amount of funds which the County will distribute to itself and cities to implement and administer Commute Trip Reduction Plans and Ordinances; and

**WHEREAS**, pursuant to the provisions of RCW 70.94.527 (5), counties and cities may enter into agreements through the Interlocal Cooperation Act to coordinate the development and implementation of Commute Trip Reduction Plans and Ordinances; and

**WHEREAS**, Spokane County has allocated ~~\$211,731.00~~\$206,660.38 to the City from the Agreement No. ~~GCB2761~~PTD0130 which the City is now desirous of making available to the County to perform those tasks which are the responsibility of the City.

**NOW, THEREFORE**, for and in consideration of the mutual promises set forth hereinafter, and as authorized under chapter RCW 70.94.527 (5), the parties hereto do mutually agree as follows:

**Section 1: PURPOSE**

The County has entered into a WSDOT Agreement with the WSDOT under which it will receive \$367,001 for two years. This funding is to be allocated to the County and cities within Spokane County for their use in the implementation and administration of their CTR Plans and Ordinances. The County, based upon an allocation formula established by the WSDOT, has determined that the City shall receive ~~\$211,731.00~~\$206,660.38 from the WSDOT Agreement from which it shall perform certain tasks. The City agrees to its proportionate share of the monies made available to the County in the WSDOT Agreement and agrees to allow Spokane County to retain its proportionate share in consideration of the County performing those tasks as more particularly set forth in Attachment "A" attached hereto and incorporated herein by reference. In conjunction with allowing the County to retain its proportionate share of monies, the City will execute any and all necessary documents which may be required by the WSDOT.

It is understood by the parties hereto, that in order for the County to perform those tasks as set forth in Attachment "A" for the City, the City must perform certain tasks. Attached hereto as Attachment "B" and incorporated herein by reference, is a listing of tasks which the City agrees to perform in conjunction with the County performing those tasks set forth in Attachment "A."

**Section 2: DURATION**

The County agrees to provide those tasks set forth in Section 1 and complete performing such tasks on or before June 30, ~~2019~~2021.

**Section 3: TERMINATION**

The parties agree that this Agreement may be terminated by either party for material breach of any provision set forth herein, upon ninety (90) days advance written notice to the other party at the address set forth hereinabove. Provided, however, the parties agree that any notification of termination shall set forth the specific provision(s) for which such notification is being provided and additionally, advise that if such default is cured within such ninety (90) day time frame, said termination notification shall be of no force and effect.

In the event of termination, the County agrees to provide to the City all written documentation which it has completed to the date of termination under the terms of this Agreement. Additionally, the County agrees to return to the City that portion of the monies set forth in Section 1 hereinabove, which has not been expended by the county, prior to the date of termination, on the City's behalf in providing those tasks as set forth in Attachment "A."

Provided, further, the parties recognize that the WSDOT in Agreement No. ~~GCB2761~~PTD0130, has retained the right to unilaterally terminate all or a part of such contract if there is a reduction of funds from the funding source. Accordingly, in the event that the WSDOT terminates all or part of the WSDOT Agreement with Spokane County, and such action affects the allocation of funds by the County to the City herein, and/or modifies the tasks to be performed hereunder, the parties will immediately meet to renegotiate the provisions of this Agreement.

#### **Section 4: DESIGNATION OF ADMINISTRATOR**

The County hereby designated Ms. LeAnn M. Yamamoto, the Spokane County Transportation Demand Management Manager, as its designee for the purpose of administering and coordinating the County's responsibilities under the terms of this Agreement.

#### **Section 5: ACQUISITION/DISPOSITION OF PROPERTY**

The parties hereto agree that any real or personal property acquired by the County with those monies made available to the County by the City under Section 1 hereinabove shall be and remain the sole property of the County upon acquisition and/or termination of this Agreement.

#### **Section 6: COMPLIANCE WITH LAWS**

The County agrees to observe all applicable federal, state and local laws, ordinances and regulations including, but not necessarily limited to, the Americans with Disabilities Act and chapter 49.60 RCW, to the extent that they may have any bearing on performing those tasks for the City as set forth in Section 1 hereinabove. Additionally, the County agrees to comply with all applicable funding audit requirements of the WSDOT in conjunction with performing those tasks for the City. The County agrees to make available to the City or its duly authorized representative during normal County business hours and all records which it has kept in conjunction with providing those services for the City as set forth herein above.

#### **Section 7: NOTICES**

All notices or other communications given under this Agreement shall be considered given on the day such notices or other communications are received when sent by personal delivery; or the third day following the day on which the notice or communication has been mailed by certified mail delivery, receipt requested and postage prepaid addressed to the other Party at the address set forth below, or at such other address as the Parties shall from time-to-time designate by notice in writing to the other Party:

CITY: Mayor or designee  
City of Spokane  
Seventh Floor, City Hall  
808 West Spokane Falls Boulevard  
Spokane, Washington 99201

COUNTY: Board of County Commissioners  
Spokane County Courthouse  
1116 West Broadway Avenue  
Spokane, Washington 99260

**Section 8: HEADINGS**

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

**Section 9: MODIFICATION**

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

**Section 10: ALL WRITINGS CONTAINED HEREIN**

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

**Section 11: LIABILITY**

The County shall indemnify, defend and hold harmless the City, its officers and employees from all claims, demands, or suits in law or equity arising from the County's intentional or negligent acts or breach of its obligations under the Agreement. The County's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the City, its officers and employees.



The City shall indemnify, defend and hold harmless the County, its officers and employees from all claims, demands, or suits in law or equity arising from the City's intentional or negligent acts or breach of its obligations under the Agreement. The City's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the County, its officers and employees.

If the comparative negligence of the Parties and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the Parties in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.

Where an officer or employee of a Party is acting under the direction and control of the other Party, the Party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other Party's officer or employee's negligence.

Each Party's duty to indemnify shall survive the termination or expiration of the Agreement.

Each Party waives, with respect to the other Party only, its immunity under RCW Title 51, Industrial Insurance. The Parties have specifically negotiated this provision.

**Section 12: ANTI-KICKBACK**

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

**Section 13: VENUE STIPULATION**

This Agreement has been and shall be construed as having been made and delivered within the State of Washington. This Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any of its provisions, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

**Section 14: COUNTERPARTS**

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

**Section 15: SEVERABILITY**

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

**Section 16: RCW 39.34 REQUIRED CLAUSES**

- A. PURPOSE: See Section 1.
- B. DURATION: See Section 2.
- C. ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS: No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- D. RESPONSIBILITIES OF THE PARTIES: See Agreement provisions.
- E. AGREEMENT TO BE FILED: The City shall file this Agreement with its City Clerk. The County shall file this Agreement with its County Auditor or place it on its web site or other electronically retrievable public source.
- F. FINANCING: See Section 1.
- G. TERMINATION: See Section 3.
- H. PROPERTY UPON TERMINATION: See Section 5.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals the day and year first above written.

CITY OF SPOKANE

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

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

\_\_\_\_\_  
Chair

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

\_\_\_\_\_  
Vice Chair

Approved by:

\_\_\_\_\_  
Commissioner

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

ATTEST:

ATTEST:

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

\_\_\_\_\_  
Ginna Vasquez, Clerk of the Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Exhibit I**

## **Funding Allocation Methodology**

RCW 70.94.544 authorizes the CTR Board to determine the allocation of program funds made available for the purpose of implementing CTR plans. The funding allocated for local implementation of CTR activities in July 1, 2019~~17~~ through June 30, 2021~~19~~ is based on the 2019-2021 Commute Trip Reduction (CTR) Notice of Award issued by WSDOT on July 2, 2019.~~decision taken by the CTR Board at its June 19, 2017 meeting. At that meeting, the CTR board passed a motion to continue the existing funding policy and grant the same allocation from the previous biennium to implementers in the 2017-2019 biennial allocation.~~

**ATTACHMENT "A"**  
**STATEMENT OF WORK**

The County will:

1. Promote consistency within all affected local government jurisdictions within Spokane County, while serving the City's specific needs.
2. Maintain and administer the City's CTR Ordinances and Plan.
3. Employ a full-time Transportation Demand Management Manager to administer the County's and City's CTR Plans and Ordinances.
4. Take reasonable measures to identify and notify all affected employers within the City.
5. Assist each affected employer within the City in preparing a program and promoting the principles of Transportation Demand Management (TDM) with the employer's employees.
6. Maintain an appeals process consistent with RCW 70.94.537(2)(e) by which major employers, who as a result of special characteristics of their business or its locations would be unable to meet the requirements of a commute trip reduction plan, may obtain a waiver or modification of those requirements and criteria for determining eligibility for waiver or modification. Within 30 days from the date of approval, submit to WSDOT the name and employer identification code for any worksite that has been granted an exemption. Include information about the duration of all exemptions and information on the type of modification granted.
7. Submit to WSDOT periodic progress reports summarizing the overall CTR implementation costs incurred by the County and shall be reported in a format provided by WSDOT.
8. Provide WSDOT with a public hearing notice and copies of any proposed amendments to the CTR ordinance, plan, and/or administrative guidelines within the first week of the public review period and final copies of all actions within one (1) month of adoption.
9. Coordinate and administer baseline and measurement CTR employer surveys. Provide employer survey assistance, training and state-supplied survey forms.
10. Notify WSDOT prior to sending any surveys to University of Washington for processing. The notification must include the name of the worksite, employer identification code and type of survey for each survey being submitted for processing. The notification shall be

submitted as an electronic spreadsheet via electronic mail. The County agrees to wait for confirmation from WSDOT prior to sending or delivering the surveys for processing.

11. Provide WSDOT with updated lists of affected worksites and jurisdiction contacts on a periodic basis or as requested by WSDOT. These updates will be submitted electronically in a format specified by WSDOT.
12. Continue to monitor the programs of each of the affected employers in the City to determine compliance with the CTR Ordinance and Plan. Complete annual review of employer CTR programs including a determination as to whether the employer is acting in good faith to meet the goals established by the CTR Law.
13. Provide on-going support to all employer designated Employee Transportation Coordinators (ETCs) and assist ETCs in facilitating regular employer networking opportunities and obtaining information necessary to perform their duties including information materials that explain a range of measures and activities to encourage employee use of commute alternatives.
14. Market available services to affected employers to assist in accomplishing CTR goals.
15. Work collaboratively with and provide technical guidance and support to employers in developing successful CTR programs.
16. Conduct at least one Basic ETC Training Course per year, using WSDOT-provided ETC Handbook and other training materials reviewed and approved by WSDOT.
17. Provide employers with written information on basic requirements of the CTR ordinance and goals set forth in approved CTR plans.
18. Attend transportation or health/benefits fairs at affected employer worksites to encourage high-occupancy vehicle commuting and promote the employer's CTR program.
19. Design, construct and distribute worksite Commuting Options Boards. Provide professional materials such as brochures, flyers, posters, newsletters, clip art and other tools to assist employer implementation of worksite CTR programs.
20. Provide all affected employers with the WSDOT-approved "Program Description & Employer Annual Report" form. Ensure completed reports are submitted by affected employers to meet applicable deadlines.
21. Submit to WSDOT periodic invoices along with progress reports that accurately assess the progress made by County, on behalf of City, in implementing RCW 70.94.521-551. Report contents include:
  - a. Detailed summary of CTR events and projects, including implementation assistance provided to affected employers within the City;

- b. Actual total CTR expenditures used by the County for all state CTR funds expended by the County during the previous quarter for the purpose of CTR implementation using WSDOT pre-approved format;
  - c. Updated list of affected employers and worksites (electronic);
  - d. Total number of worksites by jurisdiction;
  - e. List of sites which have applied for exemptions or modifications;
22. Establish and maintain books, records, documents and other evidence and accounting procedures and practices sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred solely for the performance of this Agreement. Establish and maintain a separate "CTR Account" within Spokane County along with supporting documentation such as payroll and time records, invoices, contracts, vouchers or products proving in proper detail the nature and propriety of the charges.
  23. Participate in local implementation of statewide CTR public awareness and recognition programs developed by Washington State Department of Transportation.
  24. Offer recommendations to the City for policies on parking and site design which will encourage the use of alternative transportation modes.
  25. Encourage employers to develop site designs and improvements to office and industrial sites that promote the use of alternative transportation modes.
  26. Assist WSDOT with CTR evaluation.
  27. Serve as liaison between WSDOT and cities, towns, transit agencies and regional transportation planning organizations for the purpose of RCW 70.94.521-555.
  28. Continue applying for funding opportunities to further encourage the use of commute alternatives.

**ATTACHMENT "B"**  
**STATEMENT OF WORK**

The City will:

1. Provide Spokane County with copies of any proposed amendments to the CTR Plan and Ordinance.
2. Provide Spokane County with copies of any CTR-related amendments to parking ordinances prior to public review.
3. Develop, implement and maintain its own CTR Program as an affected employer or as otherwise specified in the CTR Board Guidelines or RCW 70.94.521-555.
4. Reimburse the County for the services provided by this Agreement in an amount equal to the City's share of the CTR funding as provided in RCW 70.94.544.



# Commuter Trip Reduction Implementation Plan Update: 2020–2024

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## Jurisdiction: City of Spokane

### *Goals, targets and other performance measures*

Goals for the 2023-2024 survey period include an increase of non-drive alone travel (NDAT), and reductions of VMT and GHG from the City of Spokane’s jurisdiction baseline surveys in 2007-2008.

	<u>2007-2008</u>	<u>Percent Change</u>	<u>2023-2024</u>
NDAT*	23.7%	6% points	29.7%
VMT*	8.9	13%	7.7
GHG*	40,760	13%	35,461

NDAT – Non Drive Alone Travel, VMT – Vehicle Miles Traveled, GHG – Green House Gases

### *Strategies*

What specific steps and strategies will you implement to meet your goal? Please include (a) policies and regulations, (b) services and facilities, and (c) marketing and incentives.

The City of Spokane will continue to implement the strategies identified in the local CTR plan.

The CTR program in the City of Spokane is administered by Spokane County through an inter-local agreement. The focus will continue in developing and implementing a set of strategies that will help CTR employers achieve their goals for increasing commute alternative use and reducing vehicle miles traveled and greenhouse gas emissions including, but not limited to:

CTR employers will receive promotional materials to post on their commuting option boards to be used specifically for promoting and encouraging transportation options. Each board displays the Employee Transportation Coordinator’s (ETCs) name and contact information.

ETCs are required to attend 15 hours of mandatory ETC training within six months of being appointed ETC. Seasoned ETCs will be encouraged to take refresher courses as needed. The comprehensive ETC training classes will be offered throughout the year and include:

- ETC Orientation
- Management Support
- Marketing CTR / Subsidies and Incentive
- CommuteSmartNW.org – online tracking calendar
- Commute Finder Northwest – online ride matching tool
- Transit Workshop
- CTR Survey Workshop
- 

Networking opportunities will be offered throughout the year to update ETCs on CTR and transportation related issues, promotional campaigns and opportunities, incentives, events, etc.

Collaborate with local agencies and organizations to enhance and improve CTR promotional efforts, media coverage, CTR events and joint projects to ensure maximum leverage and exposure.

Develop and implement promotional campaigns that will encourage the use of commute options including riding the bus, carpooling, vanpooling, walking, bicycling, teleworking and compressed work schedules.

Meet annually or as needed with CTR employers to review and discuss their CTR program, review CTR survey results, strategize improvements to help employers achieve their CTR targets and goals. Require employers to make program improvements and modifications as needed based on survey results.

Work collaboratively with Spokane Transit to provide updates and feedback to CTR employers on all STA projects and service improvements.

Work collaboratively to provide updates and feedback to CTR employers on all projects and improvements that impact and encourage walking, bicycling and transit use within the City of Spokane and surrounding area.

Attend and interact at community events and at employment benefit/transportation fairs to engage and encourage employees to use commute options.

Provide ongoing assistance to employers to enhance, strengthen and grow their CTR program.

### ***Comprehensive planning & community goals***

Governor’s Executive Order 14-04 Washington Carbon Reduction and Clean Energy Action directs state agencies to assist local governments to update their comprehensive plans to produce travel and land-use patterns that maximize efficiency in movement of goods and people, and reduce greenhouse gas emissions.

How does trip reduction support the goals of your community and comprehensive plan, and vice versa? How will you further integrate trip reduction through the updating of your comprehensive plan (e.g., parking, land use)?

The reduction of commute trips will support many community goals and policies, which include the following within the Spokane Comprehensive Plan:

TU 4 Transportation

Goal: Promote a network of safe and cost effective transportation alternatives, including transit, carpooling, bicycling, pedestrian-oriented environments, and more efficient use of the automobile, to recognize the relationship between land use and transportation.

TR 6 Environmental Protection

Goal: Minimize the impacts of the transportation system on the environment, including the region’s air quality and environmental features, such as natural corridors.

TR.6 Vehicle-Related Air Pollution

Develop transportation control measures to reduce vehicle-related air pollution.

TR 9 Equitable Funding

Goal: Finance a balanced, multi-modal transportation system using resources efficiently and equitably.

T9.1 Cost Information for Citizens

Promote alternatives to private automobile use by informing citizens of the total economic costs and publicly financed subsidies to motor vehicle use.

ED 6.5 Infrastructure Maintenance

Maintain infrastructure at safe and efficient levels. (CTR reduces transportation maintenance costs)

ED 8.2 Sustainable Economic Strategies

Promote sustainable economic strategies (CTR reduces transportation costs)

Increasing opportunities for transportation alternatives is a major policy/goal/project component for the “Transportation Strategic Plan Update”, which is an extensive update to the Transportation Chapter of the Spokane Comprehensive Plan. This update will be a major policy and funding component which will provide opportunities to reduce commute trips in multiple ways.

***Land use and transportation conditions***

How do existing and future anticipated land-use and transportation conditions affect CTR worksites?

Land-use and transportation conditions have the opportunity to limit or enhance commute trip reduction worksites. For example, increased housing and higher densities near CTR work sites will decrease the commute distance for those who live nearby. Also, the conditions, accessibility, and

convenience of the city-wide alternative transportation network will affect how some employees travel to CTR worksites. These elements of the built environment, including the transportation systems are highly inter-related.

### ***Financial plan***

What are the anticipated funding sources and amounts for local trip reduction, including grants and local funding?

The CTR program in the City of Spokane is administered by Spokane County through an inter-local agreement. State funding is allocated and based on the approved state budget and on how many affected worksites are in the City of Spokane. In addition, Spokane County secures CMAQ grants to help enhance and maintain the CTR program and will continue to apply for the grants when available, approximately every three years.

### ***GTEC report (if your jurisdiction has a designated GTEC)***

Are you continuing to implement?

**Optional:** Describe the (a) strategies, (b) land use and transportation conditions, (c) population and employment demographics, and (d) financial plan, and how they differ from those in the CTR plan.

The GTEC has been incorporated into the regional CTR program. The voluntary worksites in the GTEC conducted their baseline survey in 2009/2010 and continue to survey every two years. They are offered the same CTR program services and benefits as the affected CTR worksites.

The CTR Office continues to work with the U-District to enhance their student CTR program and increase participation and education among students.

What specific policy, service changes and land-use steps will be accomplished during this period for the GTEC area?

The CTR Office will continue to work closely with other agencies, programs, and non-profits in downtown Spokane to ensure the best collaboration and communication takes place to work toward achieving local and regional goals.

***Regional transportation planning organization CTR plan review***

Recommended

Not recommended

RTPO comments: