

THE CITY OF SPOKANE



ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, MARCH 10, 2014

MISSION STATEMENT

**TO DELIVER EFFICIENT AND EFFECTIVE SERVICES
THAT FACILITATE ECONOMIC OPPORTUNITY
AND ENHANCE QUALITY OF LIFE.**

MAYOR DAVID A. CONDON

COUNCIL PRESIDENT BEN STUCKART

COUNCIL MEMBER MICHAEL A. ALLEN

COUNCIL MEMBER CANDACE MUMM

COUNCIL MEMBER JON SNYDER

COUNCIL MEMBER MIKE FAGAN

COUNCIL MEMBER STEVE SALVATORI

COUNCIL MEMBER AMBER WALDREF

COUNCIL CHAMBERS
CITY HALL

808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201

CITY COUNCIL BRIEFING SESSION

Council will adopt the Administrative Session Consent Agenda after they have had appropriate discussion. Items may be moved to the 6:00 p.m. Legislative Session for formal consideration by the Council at the request of any Council Member.

SPOKANE CITY COUNCIL BRIEFING SESSIONS (BEGINNING AT 3:30 P.M. EACH MONDAY) AND LEGISLATIVE SESSIONS (BEGINNING AT 6:00 P.M. EACH MONDAY) ARE BROADCAST LIVE ON CITY CABLE CHANNEL FIVE AND STREAMED LIVE ON THE CHANNEL FIVE WEBSITE. THE SESSIONS ARE REPLAYED ON CHANNEL FIVE ON WEDNESDAYS AT 6:00 P.M. AND FRIDAYS AT 10:00 A.M.

The Briefing Session is open to the public, but will be a workshop meeting. Discussion will be limited to Council Members and appropriate Staff and Counsel. There will be an opportunity for the expression of public views on any issue not relating to the Current or Advance Agendas during the Open Forum at the beginning and the conclusion of the Legislative Agenda.

ADDRESSING THE COUNCIL

- No one may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet as a condition of recognition.
- Each person speaking at the public microphone shall print his or her name and address on the sheet provided at the podium and verbally identify him/herself by name, address and, if appropriate, representative capacity.
- If you are submitting letters or documents to the Council Members, please provide a minimum of ten copies via the City Clerk. The City Clerk is responsible for officially filing and distributing your submittal.
- In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, modes of expression such as demonstration, banners, applause and the like will not be permitted.
- A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.

SPEAKING TIME LIMITS: Unless deemed otherwise by the Chair, each person addressing the Council shall be limited to a three-minute speaking time.

CITY COUNCIL AGENDA: The City Council Advance and Current Agendas may be obtained prior to Council Meetings from the Office of the City Clerk during regular business hours (8 a.m. - 5 p.m.). The Agenda may also be accessed on the City website at www.spokanecity.org. Agenda items are available for public review in the Office of the City Clerk during regular business hours.

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Gita George-Hatcher at (509) 625-7083, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or ggeorge-hatcher@spokanecity.org. Persons who are deaf or hard of hearing may contact Ms. George-Hatcher at (509) 625-7083 through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

If you have questions, please call the Agenda Hotline at 625-6350.

BRIEFING SESSION

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)
(No Public Testimony Taken)

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

ADMINISTRATIVE SESSION

Roll Call of Council

CONSENT AGENDA

REPORTS, CONTRACTS AND CLAIMS

RECOMMENDATION

- | | | |
|---|------------------------|------------------------------|
| 1. Low Bid of Red Diamond Construction, Inc. (Spokane, WA) for Westview Elementary School Sidewalks—\$405,875.60. An administrative reserve of \$40,587.56, which is 10% of the contract price, will be set aside.
Gary Nelson | Approve &
Authorize | PRO 2014-0013
ENG 2013057 |
| 2. U-TAP Program Agreement with Spokane Transit Authority to continue a pass program authorizing City employees use of Spokane Transit Authority services—\$54,290. Heather Lowe | Approve | OPR 2014-0160 |
| 3. Certification Acceptance Qualification Agreement with the Washington State Department of Transportation which allows the City to design, purchase right-of-way and construct transportation projects utilizing federal or state funds without additional significant approval authority by the Washington State Department of Transportation. Brandon Blankenagel | Approve | OPR 2014-0161 |
| 4. Loan Agreement with the Washington State Department of Ecology for Cannon Hill Park Pond Retrofit—\$277,000 revenue. Marcia Davis | Approve | OPR 2014-0162 |

5. Grant Agreement with the Washington State Department of Ecology for testing PCBs in municipal products—\$49,085 revenue. Dale Arnold Approve OPR 2014-0163
6. Contract with BergerABAM (Vancouver, WA) for Comprehensive Plan Update (\$100,000) and Neighborhood Planning for directly participating neighborhoods, Peaceful Valley and North Hill (\$21,153.84 each)—not to exceed \$142,307.68 Approve OPR 2014-0164
Scott Chesney
7. Report of the Mayor of pending: Approve & Authorize Payments CPR 2014-0002
- a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____.
- b. Payroll claims of previously approved obligations through _____: \$_____. CPR 2014-0003

EXECUTIVE SESSION

(Closed Session of Council)

(Executive Session may be held or reconvened during the 6:00 p.m. Legislative Session)

CITY COUNCIL SESSION

(May be held or reconvened following the 3:30 p.m. Administrative Session)
(Council Briefing Center)

This session may be held for the purpose of City Council meeting with Mayoral nominees to Boards and/or Commissions. The session is open to the public.

LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

APPOINTMENTS

RECOMMENDATION

Arts Commission: Two Appointments

Confirm CPR 1981-0043

Bicycle Advisory Board: Three Appointments

Confirm CPR 1992-0059

CITY ADMINISTRATION REPORT

COUNCIL COMMITTEE REPORTS

(Committee Reports for Finance, Neighborhoods, Public Safety, Public Works, and Planning/Community and Economic Development Committees and other Boards and Commissions)

OPEN FORUM

This is an opportunity for citizens to discuss items of interest not relating to the Current or Advance Agendas nor relating to political campaigns/items on upcoming election ballots. This Forum shall be for a period of time not to exceed thirty minutes. After all the matters on the Agenda have been acted on, unless it is 10:00 p.m. or later, the open forum shall continue for a period of time not to exceed thirty minutes. Each speaker will be limited to three minutes, unless otherwise deemed by the Chair. If you wish to speak at the forum, please sign up on the sign-up sheet located in the Chase Gallery.

LEGISLATIVE AGENDA

NO EMERGENCY BUDGET ORDINANCES

NO EMERGENCY ORDINANCES

RESOLUTIONS

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2014-0022 Regarding the City Council's approval of the Plan Commission's 2014 Work Program. **Council Member Mumm**
- RES 2014-0023 Supporting federal legislation, including the Clean Water Affordability Act of 2014, that would codify elements of the U.S. Environmental Protection Agency's integrated planning framework and would provide financial assistance for local jurisdictions implementing an integrated plan. **Council Member Waldref**
- RES 2014-0024 Requesting an evaluation of internalizing the operation of the Spokane Waste to Energy facility and development of a plan to implement the change, if appropriate. **Council Member Waldref & Council Member Snyder**

NO FINAL READING ORDINANCES

FIRST READING ORDINANCE

(No Public Testimony Will Be Taken)

- ORD C35079 An ordinance relating to sewer and water services outside of the city limits; amending SMC Sections 13.03.0802 and 13.04.1922. (Deferred from February 24, 2014 Agenda). **Council Member Snyder**

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

NO HEARINGS

Motion to Approve Advance Agenda for March 10, 2014
(per Council Rule 2.1.2)

OPEN FORUM (CONTINUED)

This is an opportunity for citizens to discuss items of interest not relating to the Current or Advance Agendas nor relating to political campaigns/items on upcoming election ballots. This Forum shall be for a period of time not to exceed thirty minutes. After all the matters on the Agenda have been acted on, unless it is 10:00 p.m. or later, the open forum shall continue for a period of time not to exceed thirty minutes. Each speaker will be limited to three minutes, unless otherwise deemed by the Chair. If you wish to speak at the forum, please sign up on the sign-up sheet located in the Chase Gallery.

ADJOURNMENT

The March 10, 2014, Regular Legislative Session of the City Council is adjourned to March 17, 2014.

NOTES

**Agenda Sheet for City Council Meeting of:**

03/10/2014

<u>Date Rec'd</u>	2/26/2014
<u>Clerk's File #</u>	PRO 2014-0013
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	2013057
<u>Bid #</u>	
<u>Requisition #</u>	CR 14227

<u>Submitting Dept</u>	ENGINEERING SERVICES
<u>Contact Name/Phone</u>	GARY NELSON 625-6678
<u>Contact E-Mail</u>	GNELSON@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	0370 - LOW BID AWARD - WESTVIEW - RED DIAMOND

Agenda Wording

Low Bid of Red Diamond Construction, Inc. (Spokane, WA) for Westview Elementary School Sidewalks - \$405,875.60. An administrative reserve of \$40,587.56, which is 10% of the contract price, will be set aside.

Summary (Background)

On February 24, 2014 bids were opened for the above project. The low bid was from Red Diamond Construction, Inc. in the amount of \$405,875.60, which is \$46,246.40 or 10.23% under the Engineer's Estimate; four other bids were received as follows: Bacon Concrete, Inc. - \$408,451.65, Cameron-Reilly - \$432,493.00, William Winkler Company - \$432,966.25 and L & L Cargile, Inc. - 438,884.00.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 446,463.16	#	3200 95057 95300 56501
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	TWOHIG, KYLE	<u>Study Session</u>	
<u>Division Director</u>	QUINTRALL, JAN	<u>Other</u>	PCED 2/24/14
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	lhattenburg@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	rdykes@spokanecity.org	
<u>Additional Approvals</u>		jhensley@spokanecity.org	
<u>Purchasing</u>		pdolan@spokanecity.org	
		mlesesne@spokanecity.org	
		htrautman@spokanecity.org	

City Of Spokane
Engineering Services Department
***** Bid Tabulation *****

Project Number: 2013057

Project Description Westview Elementary Sidewalk

Original Date 11/8/2013 11:56:54 AM

Funding Source Federal

Update Date 2/24/2014 2:05:26 PM

Preparer John Saywers

Addendum

Project Number: 2013057			Engineer's Estimate		Red Diamond Construction Inc		Bacon Concrete Inc		Cameron-Reilly	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Schedule Description					Tax Classification					
Schedule 01 General					Public Street Improvement					
101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
102	SPCC PLAN	1 LS	*****	550.00	*****	600.00	*****	400.00	*****	500.00
103	POTHOLING	6 EA	350.00	2,100.00	25.00	150.00	100.00	600.00	150.00	900.00
104	PUBLIC LIAISON REPRESENTATIVE	1 LS	*****	2,500.00	*****	2,900.00	*****	1,000.00	*****	500.00
105	REFERENCE AND REESTABLISH SURVEY MONUMENT	7 EA	350.00	2,450.00	400.00	2,800.00	350.00	2,450.00	250.00	1,750.00
106	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	1,000.00	*****	1,500.00	*****	1,600.00	*****	1,500.00
107	MOBILIZATION	1 LS	*****	20,000.00	*****	30,700.00	*****	21,000.00	*****	21,528.00
108	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	10,000.00	*****	16,250.00	*****	10,000.00	*****	20,000.00
109	CLEARING AND GRUBBING	1 LS	*****	4,000.00	*****	3,000.00	*****	21,500.00	*****	2,500.00
110	MATERIAL ON HAND, TREE PROTECTION	1 LS	*****	2,500.00	*****	200.00	*****	200.00	*****	1,200.00
111	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	2,500.00	*****	7,500.00	*****	4,000.00	*****	3,000.00
112	REMOVE EXISTING CURB	3350 LF	4.50	15,075.00	3.50	11,725.00	3.00	10,050.00	5.00	16,750.00
113	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	820 SY	10.00	8,200.00	5.00	4,100.00	9.50	7,790.00	9.00	7,380.00
114	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	8 EA	600.00	4,800.00	300.00	2,400.00	300.00	2,400.00	850.00	6,800.00

<i>Project Number:</i> 2013057			<i>Engineer's Estimate</i>		Red Diamond Construction Inc		Bacon Concrete Inc		Cameron-Reilly	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> General					Public Street Improvement					
115	REMOVE EXISTING 8-IN. STORM PIPE	100 LF	5.00	500.00	5.00	500.00	11.50	1,150.00	12.00	1,200.00
116	SAWCUTTING CURB	50 EA	22.00	1,100.00	35.00	1,750.00	25.00	1,250.00	25.00	1,250.00
117	SAWCUTTING RIGID PAVEMENT	2000 LFI	1.25	2,500.00	0.70	1,400.00	1.00	2,000.00	1.00	2,000.00
118	SAWCUTTING FLEXIBLE PAVEMENT	16000 LFI	0.75	12,000.00	0.35	5,600.00	0.54	8,640.00	0.50	8,000.00
119	CSTC FOR SIDEWALK AND DRIVEWAYS	205 CY	40.00	8,200.00	42.00	8,610.00	25.80	5,289.00	40.00	8,200.00
120	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-28, 3 INCH THICK	1550 SY	22.50	34,875.00	20.00	31,000.00	19.50	30,225.00	23.65	36,657.50
121	PAVEMENT REPAIR EXCAVATION INCL. HAUL	1550 SY	15.00	23,250.00	15.75	24,412.50	14.25	22,087.50	12.00	18,600.00
122	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 CAL	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00
123	COMPACTION PRICE ADJUSTMENT	1 EST	698.00	698.00	698.00	698.00	698.00	698.00	698.00	698.00
124	CEMENT CONCRETE CURB WALL > 16 IN. - 30 IN. TALL	30 LF	40.00	1,200.00	45.00	1,350.00	40.00	1,200.00	100.00	3,000.00
125	ADJUST EXISTING VALVE BOX, MONUMENT OR CLEANOUT IN ASPHALT	6 EA	300.00	1,800.00	220.00	1,320.00	200.00	1,200.00	275.00	1,650.00
126	CATCH BASIN TYPE 1	8 EA	2,200.00	17,600.00	1,900.00	15,200.00	1,900.00	15,200.00	2,000.00	16,000.00
127	CLEANING EXISTING DRAINAGE STRUCTURE	30 EA	500.00	15,000.00	50.00	1,500.00	200.00	6,000.00	200.00	6,000.00
128	TRENCH SAFETY SYSTEM	1 LS	*****	500.00	*****	250.00	*****	0.00	*****	500.00
129	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	152 LF	42.00	6,384.00	37.00	5,624.00	46.00	6,992.00	65.00	9,880.00
130	CONNECT 8 IN. DIAMETER PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	2 EA	325.00	650.00	200.00	400.00	480.00	960.00	600.00	1,200.00
131	CONNECT 8 IN. DIAM. SEWER PIPE TO EXISTING SEWER PIPE	5 EA	700.00	3,500.00	400.00	2,000.00	520.00	2,600.00	350.00	1,750.00
132	CLEANING EXISTING SANITARY SEWER	2 EA	350.00	700.00	240.00	480.00	250.00	500.00	250.00	500.00

<i>Project Number:</i> 2013057			<i>Engineer's Estimate</i>		Red Diamond Construction Inc		Bacon Concrete Inc		Cameron-Reilly	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> General					Public Street Improvement					
133	RELOCATE EXISTING HYDRANT	2 EA	2,400.00	4,800.00	1,900.00	3,800.00	1,400.00	2,800.00	3,000.00	6,000.00
134	ESC LEAD	1 LS	*****	2,500.00	*****	500.00	*****	500.00	*****	750.00
135	INLET PROTECTION	22 EA	75.00	1,650.00	45.00	990.00	60.00	1,320.00	100.00	2,200.00
136	STREET CLEANING	20 HR	100.00	2,000.00	1.00	20.00	100.00	2,000.00	200.00	4,000.00
137	TOPSOIL TYPE A, 2 INCH THICK	1510 SY	7.00	10,570.00	5.60	8,456.00	4.00	6,040.00	6.50	9,815.00
138	HYDROSEEDING	175 SY	3.00	525.00	4.00	700.00	2.50	437.50	5.00	875.00
139	SOD INSTALLATION	1510 SY	12.00	18,120.00	6.00	9,060.00	8.00	12,080.00	7.50	11,325.00
140	4 IN. PVC IRRIGATION SLEEVE	52 EA	4.00	208.00	30.00	1,560.00	28.00	1,456.00	50.00	2,600.00
141	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	*****	5,000.00	*****	11,000.00	*****	12,500.00	*****	13,000.00
142	PLANTING STRIP - IRRIGATION SYSTEM	25000 FA	1.00	25,000.00	1.00	25,000.00	1.00	25,000.00	1.00	25,000.00
143	CEMENT CONCRETE CURB	3175 LF	16.00	50,800.00	11.00	34,925.00	12.20	38,735.00	11.50	36,512.50
144	CEMENT CONC. CURB AND GUTTER	880 LF	22.00	19,360.00	20.80	18,304.00	24.50	21,560.00	22.00	19,360.00
145	CEMENT CONCRETE DRIVEWAY	430 SY	38.00	16,340.00	38.20	16,426.00	34.65	14,899.50	40.00	17,200.00
146	CEMENT CONCRETE DRIVEWAY TRANSITION	71 SY	34.00	2,414.00	38.20	2,712.20	34.65	2,460.15	40.00	2,840.00
147	CEMENT CONC. SIDEWALK	2200 SY	28.00	61,600.00	30.00	66,000.00	27.00	59,400.00	24.81	54,582.00
148	RAMP DETECTABLE WARNING	280 SF	23.00	6,440.00	20.00	5,600.00	18.00	5,040.00	20.00	5,600.00
149	SAWCUTTING TRIP HAZARD	5 SF	20.00	100.00	50.00	250.00	50.00	250.00	200.00	1,000.00
150	SIGNING, PERMANENT	1 LS	*****	15,000.00	*****	10,000.00	*****	10,500.00	*****	12,000.00
151	REMOVAL OF EXISTING PAVEMENT MARKINGS	14 SF	4.50	63.00	20.00	280.00	20.00	280.00	30.00	420.00

<i>Project Number:</i> 2013057			<i>Engineer's Estimate</i>		Red Diamond Construction Inc		Bacon Concrete Inc		Cameron-Reilly	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> General					Public Street Improvement					
152	PAVEMENT MARKING - DURABLE HEAT APPLIED	14 SF	10.00	140.00	12.35	172.90	14.00	196.00	30.00	420.00
153	PERVIOUS CONCRETE - 5 IN. THICK	56 SY	60.00	3,360.00	75.00	4,200.00	36.00	2,016.00	100.00	5,600.00
<i>Schedule Totals</i>				452,122.00		405,875.60		408,451.65		432,493.00

<i>Project Number:</i> 2013057			<i>Engineer's Estimate</i>		William Winkler Company		L & L Cargile Inc			
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> General					Public Street Improvement					
101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00
102	SPCC PLAN	1 LS	*****	550.00	*****	500.00	*****	50.00	*****	0.00
103	POTHOLING	6 EA	350.00	2,100.00	400.00	2,400.00	100.00	600.00	0.00	0.00
104	PUBLIC LIAISON REPRESENTATIVE	1 LS	*****	2,500.00	*****	1,000.00	*****	3,595.00	*****	0.00
105	REFERENCE AND REESTABLISH SURVEY MONUMENT	7 EA	350.00	2,450.00	400.00	2,800.00	600.00	4,200.00	0.00	0.00
106	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	1,000.00	*****	2,000.00	*****	1,500.00	*****	0.00
107	MOBILIZATION	1 LS	*****	20,000.00	*****	15,000.00	*****	30,800.00	*****	0.00
108	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	10,000.00	*****	12,000.00	*****	17,600.00	*****	0.00
109	CLEARING AND GRUBBING	1 LS	*****	4,000.00	*****	2,000.00	*****	1,200.00	*****	0.00
110	MATERIAL ON HAND, TREE PROTECTION	1 LS	*****	2,500.00	*****	5,000.00	*****	150.00	*****	0.00
111	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	2,500.00	*****	3,000.00	*****	600.00	*****	0.00
112	REMOVE EXISTING CURB	3350 LF	4.50	15,075.00	4.00	13,400.00	4.40	14,740.00	0.00	0.00
113	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	820 SY	10.00	8,200.00	8.00	6,560.00	5.20	4,264.00	0.00	0.00
114	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	8 EA	600.00	4,800.00	700.00	5,600.00	220.00	1,760.00	0.00	0.00
115	REMOVE EXISTING 8-IN. STORM PIPE	100 LF	5.00	500.00	15.00	1,500.00	4.00	400.00	0.00	0.00
116	SAWCUTTING CURB	50 EA	22.00	1,100.00	22.00	1,100.00	18.00	900.00	0.00	0.00
117	SAWCUTTING RIGID PAVEMENT	2000 LFI	1.25	2,500.00	1.00	2,000.00	1.00	2,000.00	0.00	0.00
118	SAWCUTTING FLEXIBLE PAVEMENT	16000 LFI	0.75	12,000.00	0.30	4,800.00	0.40	6,400.00	0.00	0.00
119	CSTC FOR SIDEWALK AND DRIVEWAYS	205 CY	40.00	8,200.00	30.00	6,150.00	24.00	4,920.00	0.00	0.00

<i>Project Number:</i> 2013057			<i>Engineer's Estimate</i>		William Winkler Company		L & L Cargile Inc			
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> General					Public Street Improvement					
120	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-28, 3 INCH THICK	1550 SY	22.50	34,875.00	20.00	31,000.00	19.80	30,690.00	0.00	0.00
121	PAVEMENT REPAIR EXCAVATION INCL. HAUL	1550 SY	15.00	23,250.00	25.00	38,750.00	20.20	31,310.00	0.00	0.00
122	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 CAL	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	0.00	0.00
123	COMPACTION PRICE ADJUSTMENT	1 EST	698.00	698.00	698.00	698.00	698.00	698.00	0.00	0.00
124	CEMENT CONCRETE CURB WALL > 16 IN. - 30 IN. TALL	30 LF	40.00	1,200.00	34.00	1,020.00	44.00	1,320.00	0.00	0.00
125	ADJUST EXISTING VALVE BOX, MONUMENT OR CLEANOUT IN ASPHALT	6 EA	300.00	1,800.00	300.00	1,800.00	325.00	1,950.00	0.00	0.00
126	CATCH BASIN TYPE 1	8 EA	2,200.00	17,600.00	2,500.00	20,000.00	2,003.00	16,024.00	0.00	0.00
127	CLEANING EXISTING DRAINAGE STRUCTURE	30 EA	500.00	15,000.00	150.00	4,500.00	120.00	3,600.00	0.00	0.00
128	TRENCH SAFETY SYSTEM	1 LS	*****	500.00	*****	1,500.00	*****	500.00	*****	0.00
129	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	152 LF	42.00	6,384.00	45.00	6,840.00	38.00	5,776.00	0.00	0.00
130	CONNECT 8 IN. DIAMETER PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	2 EA	325.00	650.00	800.00	1,600.00	340.00	680.00	0.00	0.00
131	CONNECT 8 IN. DIAM. SEWER PIPE TO EXISTING SEWER PIPE	5 EA	700.00	3,500.00	400.00	2,000.00	350.00	1,750.00	0.00	0.00
132	CLEANING EXISTING SANITARY SEWER	2 EA	350.00	700.00	2,000.00	4,000.00	185.00	370.00	0.00	0.00
133	RELOCATE EXISTING HYDRANT	2 EA	2,400.00	4,800.00	3,000.00	6,000.00	2,500.00	5,000.00	0.00	0.00
134	ESC LEAD	1 LS	*****	2,500.00	*****	500.00	*****	150.00	*****	0.00
135	INLET PROTECTION	22 EA	75.00	1,650.00	80.00	1,760.00	80.00	1,760.00	0.00	0.00
136	STREET CLEANING	20 HR	100.00	2,000.00	130.00	2,600.00	160.00	3,200.00	0.00	0.00
137	TOPSOIL TYPE A, 2 INCH THICK	1510 SY	7.00	10,570.00	6.00	9,060.00	5.80	8,758.00	0.00	0.00

<i>Project Number:</i> 2013057			<i>Engineer's Estimate</i>		William Winkler Company		L & L Cargile Inc			
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> General					Public Street Improvement					
138	HYDROSEEDING	175 SY	3.00	525.00	5.00	875.00	4.40	770.00	0.00	0.00
139	SOD INSTALLATION	1510 SY	12.00	18,120.00	7.00	10,570.00	6.70	10,117.00	0.00	0.00
140	4 IN. PVC IRRIGATION SLEEVE	52 EA	4.00	208.00	35.00	1,820.00	19.00	988.00	0.00	0.00
141	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	*****	5,000.00	*****	12,000.00	*****	12,225.00	*****	0.00
142	PLANTING STRIP - IRRIGATION SYSTEM	25000 FA	1.00	25,000.00	1.00	25,000.00	1.00	25,000.00	0.00	0.00
143	CEMENT CONCRETE CURB	3175 LF	16.00	50,800.00	11.80	37,465.00	13.00	41,275.00	0.00	0.00
144	CEMENT CONC. CURB AND GUTTER	880 LF	22.00	19,360.00	25.15	22,132.00	24.25	21,340.00	0.00	0.00
145	CEMENT CONCRETE DRIVEWAY	430 SY	38.00	16,340.00	43.80	18,834.00	42.00	18,060.00	0.00	0.00
146	CEMENT CONCRETE DRIVEWAY TRANSITION	71 SY	34.00	2,414.00	31.50	2,236.50	42.00	2,982.00	0.00	0.00
147	CEMENT CONC. SIDEWALK	2200 SY	28.00	61,600.00	27.10	59,620.00	34.00	74,800.00	0.00	0.00
148	RAMP DETECTABLE WARNING	280 SF	23.00	6,440.00	21.20	5,936.00	22.00	6,160.00	0.00	0.00
149	SAWCUTTING TRIP HAZARD	5 SF	20.00	100.00	11.15	55.75	31.00	155.00	0.00	0.00
150	SIGNING, PERMANENT	1 LS	*****	15,000.00	*****	11,000.00	*****	11,093.00	*****	0.00
151	REMOVAL OF EXISTING PAVEMENT MARKINGS	14 SF	4.50	63.00	22.00	308.00	22.00	308.00	0.00	0.00
152	PAVEMENT MARKING - DURABLE HEAT APPLIED	14 SF	10.00	140.00	14.00	196.00	14.00	196.00	0.00	0.00
153	PERVIOUS CONCRETE - 5 IN. THICK	56 SY	60.00	3,360.00	80.00	4,480.00	75.00	4,200.00	0.00	0.00
<i>Schedule Totals</i>				452,122.00		432,966.25		438,884.00		0.00

	SCHEDULE SUMMARY								
	Sched 1	Sched 2	Sched 3	Sched 4	Sched 5	Sched 6	Sched 7	Sched 8	Total
Engineer's Est	452,122.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	452,122.00
Red Diamond Construc	405,875.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	405,875.60
Bacon Concrete Inc	408,451.65	0.00	0.00	0.00	0.00	0.00	0.00	0.00	408,451.65
Cameron-Reilly	432,493.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	432,493.00
William Winkler Compa	432,966.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	432,966.25
L & L Cargile Inc	438,884.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	438,884.00

Low Bid Contractor: Red Diamond Construction Inc

	Contractor's Bid	Engineer's Estimate	% Variance	
Schedule 01	\$405,875.60	\$452,122.00	10.23	% Under Estimate
Bid Totals	\$405,875.60	\$452,122.00	10.23	% Under Estimate

**Agenda Sheet for City Council Meeting of:**

03/10/2014

Date Rec'd

2/26/2014

Clerk's File #

OPR 2014-0160

Renews #

OPR 2013-0050

Submitting Dept

HUMAN RESOURCES

Cross Ref #**Contact Name/Phone**

HEATHER LOWE 625-6233

Project #**Contact E-Mail**

HLOWE@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #

CR 14234

Agenda Item Name

0620 UNIVERSAL TRANSIT ACCESS PASS PROGRAM AGREEMENT

Agenda Wording

U-TAP Program Agreement between City of Spokane and STA.

Summary (Background)

The purpose of this agreement is to continue a pass program authorizing City employees use of STA services.

Fiscal Impact**Budget Account**

Expense \$ 54,290.00

0020-88400-19990-54201

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

LOWE, HEATHER

Study Session**Division Director**

LOWE, HEATHER

Other**Finance**

LESESNE, MICHELE

Distribution List**Legal**

BURNS, BARBARA

mcurtis@spokanetransit.org

For the Mayor

SANDERS, THERESA

rkokot@spokanecity.org

Additional Approvals

mlesesne@spokanecity.org

Purchasing

hlowe@spokanecity.org

gkinyon@spokanecity.org

UNIVERSAL TRANSIT ACCESS PASS PROGRAM AGREEMENT

THIS UNIVERSAL TRANSIT ACCESS PASS (U-TAP) PROGRAM AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, (hereinafter referred to as "City "), and SPOKANE TRANSIT AUTHORITY, a Washington State municipal corporation whose address is 1230 West Boone Avenue, Spokane, Washington 99201 (hereinafter referred to as "STA"), jointly referred to as "Parties."

WHEREAS, the Parties share the desire to reduce single occupant vehicle (hereinafter referred to as "SOV") commute trips and improve the mobility of City employees to and from the workplace of the City of Spokane; and

WHEREAS, STA is authorized to provide public transportation and generally promote alternatives to SOV commuting at City workplaces; and

WHEREAS, the City desires to relieve vehicular traffic congestion and adverse impacts on the traffic facilities on the Spokane workplace caused by the high usage of vehicles to, from, and on the workplace and to continue providing incentives and benefits to its students and employees which promote non-Single Occupancy Vehicles (SOV) commuting to and from the City workplace.

Therefore, the Parties agree as follows:

1. PURPOSE. The purpose of this Agreement is to continue a pass program authorizing City employees' use of STA services upon presentation of a valid City picture identification card in accordance with the terms and conditions of this Agreement.
2. RESPONSIBILITIES.
 - A. City's Responsibilities.
 - 1) Eligible Recipients. For purposes of this Agreement "Eligible Recipients" shall be defined as any current City Spokane employees who receive a valid fare instrument to use on STA services.
 - 2) The City will utilize fare media for use on STA vehicles. The City will provide each eligible employee with a valid fare instrument that each employee may utilize to ride the vehicles.
 - 3) Worksite Activities. The City will inform STA of upcoming worksite

activities that may affect the level of rider services delivered by STA. Notice will be provided at least thirty (30) days in advance.

- 4) The City will provide a listing to STA each month, identifying all eligible recipients for that month. This listing will be generated using the official roster for the City and will be forwarded to the designated representative for STA. The City will be responsible for monitoring abuse of the City's designated fare media. It is the responsibility of the City to notify STA of a valid fare instrument that needs to be cancelled due to individuals not being eligible for the program.

B. STA's Responsibilities.

- 1) All eligible individuals who possess and display a current City-issued valid fare instrument will be allowed to ride STA regular service buses and ADA comparable Paratransit service vans (hereinafter referred to as "services") without paying a fare from January 1, 2014, or the date of execution, whichever is later through the contract term, upon validation from the farebox providing the service.
- 2) Information and Distribution. STA will supply and maintain information racks throughout the Spokane service area and the workplace of the City with transit service schedules. The costs for any additional information distribution service requested by the City and not currently provided by STA will be shared by the Parties.
- 3) Service Not Guaranteed. The service provided by STA is that service being provided to the public as determined by the STA Board from time-to-time in the normal course of operations. A pass does not guarantee a ride. Service is subject to weather, mechanical interruptions, full vehicles, passenger conduct, and other causes determined in the sole discretion of STA.
- 4) Reporting.
 - a. STA will provide a monthly report to the City utilizing the City's designated fare media numbers that identifies the number of rides provided to Eligible Recipients.
 - b. STA will provide a rate sheet for each route in STA's system and a Not To Exceed Fee for the upcoming year in July preceding the new contract year which shall be from January to December. The Not To Exceed Fee is based on STA's projection of annual ridership and represents the maximum total price for the contract for the upcoming year. Actual monthly ridership may result in the total cost of the contract to be lower than the Not To Exceed Fee.

3. AGREEMENT TERM. The Agreement shall be effective January 1, 2014, or the date of execution, whichever is later, and shall renew automatically each January 1 thereafter unless the City provides STA with notice of non-renewal by the prior September 1, or unless terminated sooner by either party pursuant to paragraph 10 herein.

4. PAYMENT AND BILLINGS.

A. Monthly Billings. In accordance with the STA Tariff Policy, the fee for the City Bus Pass program is based on each unlinked trip taken by members of the program. The charge for each unlinked trip is calculated based on an established rate for each route in STA's system. STA shall invoice the City by the 10th day of each month for the previous month's trips as established by STA's record of the actual usage of fare media instruments utilized by the City students and employees. The 2013-2014 Direct Utility Rate Schedule is attached as Exhibit A which is incorporated herein by reference. STA shall provide the City with an updated Direct Utility Rate Schedule for each subsequent contract year of this Agreement no later than November of each year.

B. Payments. Payment in full shall be remitted to STA within 30 days upon receipt of invoice.

C. Annual Not To Exceed Fee. For the 2014 Agreement year, the Not To Exceed Fee shall be \$54,290. Actual monthly ridership may result in an annual contract cost, which is less than the Not To Exceed Fee.

D. Late Payment Penalty. Any late payment shall be subject to penalty accruing at the maximum rate allowable by state law for each month the payment remains due.

5. COMMUNICATIONS AND DESIGNATED REPRESENTATIVES.

A. Any changes, modifications, amendments, or extensions, to this Agreement shall be made in writing and directed to the following:

City of Spokane
Laura Williams,
7th Floor, City Hall
808 West Spokane Falls Blvd.
Spokane, WA, 99201

Spokane Transit Authority
Mark Curtis
Customer Service Manager
701 W Riverside Avenue
Spokane, WA 99201

A Party may change its designated representative by providing written notice to the other Party.

- B. Notices. Any notice required to be given under the terms of this Agreement shall be directed by certified mail, return receipt requested, to the persons signing this Agreement, with copies to the Parties' designated representative at the addresses listed above, as may be revised from time-to-time. Notice shall be considered issued and effective upon receipt by the addressee.
6. COMPLIANCE WITH LAWS. Each Party shall comply with all applicable federal, state, and local laws and regulations.
7. SUCCESSORS AND ASSIGNS. This Agreement shall be binding on the Parties hereto and their successors and assigns. Both Parties however, agree that they will not assign or delegate the duties to be performed under this Agreement without prior, written approval from the other Party.
8. ENTIRE AGREEMENT AND AMENDMENT.
- A. Entire Agreement. This Agreement and its attachment constitute the entire Agreement between the Parties and supersede all prior negotiations, representations and agreements between the Parties relating to the subject matter hereof.
- B. Amendments and Modifications. This Agreement may be amended or modified only by written instrument signed by the Parties hereto.
9. 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 this Agreement.
10. TERMINATION OF AGREEMENT
- A. Termination for Default. Any party may terminate this Agreement for default in the event the other party fails to perform a material obligation under this Agreement. Termination for default shall be effected by serving a Notice of Termination by certified mail, return receipt requested, on the other party setting forth the manner in which said party is in default and the effective date of termination, which shall not be less than fourteen (14) calendar days after the date of the notice, provided, however, such termination shall not take effect if the default has been cured within seven (7) calendar days after the date of the Notice of Termination.
- B. Payment upon Termination. If this Agreement is terminated, the City shall be liable for the cost of the unlinked trips taken up to the date of termination, but shall thereafter have no further obligation to pay STA.

11. SEVERABILITY. In the event any provision of this Agreement should become invalid, the rest of the Agreement shall remain in full force and effect.
12. APPLICABLE LAW, FORUM. This Agreement shall be governed by and construed according to the laws of the State of Washington. Nothing in this Agreement shall be construed as altering or diminishing the rights or responsibilities of the Parties as granted or imposed by state law. In the event that any litigation may be filed between the Parties regarding this Agreement, the City and STA agree that personal jurisdiction and venue shall rest in the Superior Court of Spokane County.
13. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.
14. AUDIT / RECORDS. City shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. City shall provide access to authorized STA representatives, including the STA Auditor, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available any confidential information to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties. Both parties acknowledge that they are subject to chapter 42.56 RCW, the Public Records Act.

15. LEGAL RELATIONS.
 - A. No Partnership and No Third Party Beneficiaries. It is agreed by the City and STA that this Agreement does not create a partnership or joint venture relationship between the Parties and does not benefit or create any rights in a third party.
 - B. Remedy. The sole remedy for either Party is termination. No other remedy in damages or equity is intended by this Agreement.

C. Hold Harmless. Each party to this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omissions on the part of itself, its employees, its officers, and its agents. Neither party assumes any responsibility to the other party for the consequences of any claim, act, or omission of any person, agency, firm, or corporation not a party to this Agreement

16. SAVINGS CLAUSE. Should any provision of this Agreement be deemed invalid or inconsistent with any federal, state, or local law or regulation, the remaining provisions shall continue in full force and effect. Both Parties agree to immediately attempt to renegotiate such provision that is invalidated or superseded by such laws or regulations.

CITY OF SPOKANE

SPOKANE TRANSIT AUTHORITY

By:

By:

David Condon, Mayor

Dated: _____

E. Susan Meyer, Chief Executive Officer

Dated: _____

Attest:

Attest:

Terri L. Pfister, City Clerk

Dated: _____

Jan Watson, Clerk of the Authority

Dated: _____

Approved as to Form:



Barbara Burns, Assistant City Attorney

Dated: 2-12-14

Approved as to Form:

Laura D. McAloon, Attorney for STA

Dated: _____

ATTACHMENT



Bus Pass Program 2014

Customer: City of Spokane

Period: January

Not to Exceed Rate: \$54,290

City of Spokane Monthly Invoice					
Route	Direct Utility Charge per Boarding	Number of Boardings	Number of Rides from 1-30	Number of Rides (50 % Discount on Rides over 31+)	Billing
1- Arena Shuttle	0.73				
2 - Medical Shuttle	0.97				
20 SFCC	0.78				
21 West Broadway	0.74				
22 NW Blvd.	0.82				
23 Maple/Ash	0.7				
24 Monroe	0.72				
25 Division	0.95				
26 Lidgerwood	0.98				
27 Hillyard	0.94				
28 Nevada	0.92				
29 SCC	0.84				
32 Trent/Montgomery	1.03				
33 Wellesley	0.84				
34 Freya	0.94				
39 Mission	0.86				
42 South Adams	0.64				
43 Lincoln/37th	0.72				
44 29th Ave	0.74				
45 Regal	0.78				
60 Airport/Browne's Add	0.78				
61 Highway 2/ Browne's Add	1.12				
62 Medical Lake	1.5				
66 Cheney/EWU	1.14				
68 Cheney Local	0.72				
90 Sprague	1.07				
94 East Central	0.91				
96 Pines/Sullivan	0.94				
97 South Valley	0.96				
98 South Valley	0.91				
124 North Express	1.14				
165 Cheney Express	1.37				
173 VTC Express	1.32				
174 Liberty Lake Express	1.05				
Paratransit	1.50				
Total					

Total Monthly Bill

\$0.00

**Agenda Sheet for City Council Meeting of:**

03/10/2014

Date Rec'd

2/26/2014

Clerk's File #

OPR 2014-0161

Renews #**Submitting Dept**

UTILITIES

Cross Ref #**Contact Name/Phone**BRANDON 625-6419
BLANKENAGEL**Project #****Contact E-Mail**

BBLANKENAGEL@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

4250 - CERTIFICATE ACCEPTANCE QUALIFICATION AGREEMENT - WSDOT

Agenda Wording

Certification Acceptance (CA) Qualification Agreement between the City of Spokane and Washington State Department of Transportation (WSDOT).

Summary (Background)

The CA Agreement is required under WSDOT regulations. Having a CA status allows the City to design, purchase right-of-way and construct transportation projects utilizing federal or state funds without additional significant approval authority by WSDOT. Without this status WSDOT would be required to review and approve City projects from design through construction. It is necessary to update the agreement to reflect the new organizational authorities as they pertain to transportation projects.

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

ROMERO, RICK

Study Session**Division Director**

ROMERO, RICK

Other

Public Works 2/10/14

Finance

LESESNE, MICHELE

Distribution List**Legal**

BURNS, BARBARA

lhattenburg@spokanecity.org

For the Mayor

SANDERS, THERESA

bblankenagel@spokanecity.org

Additional Approvals

kemiller@spokanecity.org

Purchasing

mhughes@spokanecity.org

pdolan@spokanecity.org

mlesesne@spokanecity.org

BRIEFING PAPER
Public Works Committee
Integrated Capital Management
February 10, 2014

Subject

Certification Acceptance (CA) Qualification Agreement between the City of Spokane and Washington State Department of Transportation (WSDOT).

Background

The CA Agreement is required under WSDOT regulations. Having a CA status allows the City to design, purchase right-of-way and construct transportation projects utilizing federal or state funds without additional significant approval authority by WSDOT. Without this status WSDOT would be required to review and approve City projects from design through construction. It is necessary to update the agreement at this time to reflect the new organizational authorities as they pertain to transportation projects.

Impact

Without this agreement updated and in place, WSDOT would be required to approve the following: design, consulting agreements, plans, specification and estimates, advertise and award of City projects, construction administration, and material testing.

Action

Recommend approval of the Certification Acceptance (CA) Qualification Agreement between the City of Spokane and Washington State Department of Transportation (WSDOT).



Agency City of Spokane

Agency No. 1220

Address 808 W. Spokane Falls Blvd
Spokane, WA 99201

The agency agrees to comply with the following requirements when developing all Federal Highway Administration (FHWA) projects under Full CA status.

1. Adherence to the *Local Agency Guidelines* and all policies and procedures promulgated by the Washington State Department of Transportation (WSDOT) which accomplish the policies and objectives set forth in Title 23, U.S. Code, Highways, and the regulations issued pursuant thereto.

2. The overall approval authorities and conditions will be as follows:

a. The project prospectus will be reviewed and approved by the following official.

Division Director: Utilities

Position Title Only

b. The local agency agreement will be reviewed and approved by the following official or officials.

Division Director: Utilities

Position Title or Titles Only

c. The designs and environmental documents will be reviewed and approved by the following state of Washington registered Professional Civil Engineer.

City Engineer or his/her designee

Position Title Only

d. The hearing's findings (if required) will be reviewed and approved by the following official or officials.

Division Director: Utilities

Position Title or Titles Only

e. The contract plans, specifications, and estimate of cost will be reviewed and approved by the following state of Washington registered Professional Engineer.

City Engineer or his/her designee

Position Title or Titles Only

f. Agreements will be signed by the following responsible local official:

(1) Railroad Mayor or his/her designee

Position Title Only

(2) Utility Mayor or his/her designee

Position Title Only

(3) Consultant Mayor or his/her designee

Position Title Only

(4) Technical Services Mayor or his/her designee

Position Title Only

g. The award of contract will be signed by the following responsible local official.

City Engineer or his/her designee

Position Title Only

h. All projects will be constructed in conformance with the Washington State Department of Transportation/ American Public Works Association (WSDOT/APWA) current *Standard Specifications for Road, Bridge, and Municipal Construction* and such specifications that modify these specifications as appropriate. Multimodal enhancement projects shall be constructed in conformance with applicable state and local codes.

- i. The contract administration will be supervised by the following state of Washington registered Professional Civil Engineer.

City Engineer or his/her designee

Position Title Only

- j. Construction administration and material sampling and testing will be accomplished in accordance with the *Local Agency Guidelines*.

3. The agency agrees that they have the means to provide adequate expertise and will have support staff available to perform the functions being subdelegated. The support staff may include consultant or state services.
4. The agency agrees that the signature on each project prospectus and local agency agreement will be consistent with section 2 above.
5. All projects under Certification Acceptance shall be available for review by the FHWA and the State at any time and all project documents shall be retained and available for inspection during the plan development and construction stages and for a three year period following acceptance of the project by WSDOT.
6. Approval of the local agency certification by the Director of Highways and Local Programs may be rescinded at any time upon local agency request or if, in the opinion of the Director of Highways and Local Programs, it is necessary to do so. The rescission may be applied to all or part of the programs or projects approved in the local agency certification.

Mayor or Chairperson

Date

Washington State Department of Transportation

Approved By:

Director, Highways and Local Programs

Date

**Agenda Sheet for City Council Meeting of:**

03/10/2014

Date Rec'd

2/26/2014

Clerk's File #

OPR 2014-0162

Renews #**Submitting Dept**

UTILITIES

Cross Ref #**Contact Name/Phone**

MARCIA DAVIS 625-6398

Project #

2009156

Contact E-Mail

MDAVIS@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #

REVENUE

Agenda Item Name

4250 - DOE LOAN AGREEMENT - CANNON HILL PARK POND RETROFIT

Agenda Wording

Loan Agreement between Washington Department of Ecology and the City of Spokane for Cannon Hill Park Pond Retrofit.

Summary (Background)

This pond leaks and is filled with City potable water to maintain the water level and the quality of the pond. This project will fund enlarging and lining the pond, installing a control system, and replanting along the shoreline. The Washington State Water Pollution Control State Revolving Fund loan will fund design and construction of this project. This loan has an interest rate of 2.3 percent and a repayment period of 20 years. Funding was approved by the Parks Board on February 13, 2014.

Fiscal Impact**Budget Account**

Revenue \$ 277,000.00

1950 54920 76820 39190

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

ROMERO, RICK

Study Session**Division Director**

ROMERO, RICK

Other

Public Works 2/24/14

Finance

LESESNE, MICHELE

Distribution List**Legal**

BURNS, BARBARA

lhattenburg@spokanecity.org

For the Mayor

SANDERS, THERESA

mdavis@spokanecity.org

Additional Approvals

mhughes@spokanecity.org

Purchasing

WAHL, CONNIE

pdolan@spokanecity.org

mlesesne@spokanecity.org

htrautman@spokanecity.org

BRIEFING PAPER
Public Works Committee
Integrated Capital Management
February 24, 2014

Subject

Washington State Department of Ecology Loan Agreement for Cannon Hill Park Pond Retrofit

Background

The pond at Cannon Hill Park leaks and is filled with City potable water to both maintain the water level and the quality of the pond. This Retrofit project will fund enlarging and lining the pond, installing a control system to regulate pond depth, oxygen levels and water volume through connection to the Cannon Hill Park irrigation system, and replant along the shoreline.

Construction of this project has not been scheduled, but Park Department is interested in keeping our options open to use this loan. The loan funding was approved by the Parks Board on February 13, 2014 (see attached resolution).

Impact

By reducing the seepage from Cannon Hill pond, This project will result in the significant reduction in the amount of water pumped from the Spokane Aquifer to keep Cannon Hill pond filled with clean water, and the water conservation improvements to the pond will reduce operational costs.

Action

Recommend approval

Funding

Washington State Water Pollution Control Revolving Fund loan is for the amount of \$277,000 and has an interest rate of 2.3 percent and a repayment period of 20 years



DEPARTMENT OF ECOLOGY State of Washington

**WASHINGTON STATE WATER POLLUTION CONTROL REVOLVING FUND
LOAN AGREEMENT
BETWEEN
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
THE CITY OF SPOKANE**

Table of Contents

	Page
PART I. GENERAL INFORMATION	3
PART II. PROJECT SUMMARY	6
PART III. PROJECT BUDGET	7
PART IV. GOALS, OUTCOMES, AND POST PROJECT ASSESSMENT.....	7
PART V. SCOPE OF WORK	8
PART VI. LOAN INTEREST RATE AND TERMS	12
PART VII. ALL AGREEMENTS CONTAINED HEREIN.....	12
ATTACHMENT 1: OPINION OF RECIPIENT’S LEGAL COUNSEL	1
ATTACHMENT 2: AUTHORIZING ORDINANCE OR RESOLUTION.....	1
ATTACHMENT 3: PREAWARD COMPLIANCE REVIEW REPORT FOR ALL APPLICANTS REQUESTING FEDERAL ASSISTANCE	1
ATTACHMENT 4: GENERAL PROJECT MANAGEMENT REQUIREMENTS FOR THE WASHINGTON STATE WATER POLLUTION CONTROL REVOLVING FUND	1
ACCOUNTING STANDARDS.....	1
AUTHORITY.....	1
CERTIFICATIONS	1
CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:	1
CLEAN WATER STATE REVOLVING FUND DATA REPORTING SHEET (DATA REPORTING SHEET).....	2
COMMENCEMENT OF WORK.....	2

COVENANTS AND AGREEMENTS	2
CULTURAL AND HISTORIC RESOURCES PROTECTION	4
DISADVANTAGED BUSINESS ENTERPRISE (DBE)	4
EFFECTIVE DATE:	6
FACILITIES PROJECTS: DELIVERABLES (IF APPLICABLE)	7
FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:	9
FORCE ACCOUNT	9
FUNDING RECOGNITION	9
GROWTH MANAGEMENT PLANNING	9
HOTEL AND MOTEL FIRE SAFETY ACT	9
INCREASED OVERSIGHT (IF APPLICABLE)	10
LOAN REPAYMENT	10
MODIFICATIONS TO AGREEMENT	11
PAYMENT TO CONSULTANTS:	12
PAYMENT REQUEST SUBMITTALS	12
POST PROJECT ASSESSMENT SURVEY	13
PREVAILING WAGE	13
PROCUREMENT	13
PROGRESS REPORTS	14
REPRESENTATIONS AND WARRANTIES	14
TERMINATION AND DEFAULT; REMEDIES	15
ATTACHMENT 5: AGREEMENT DEFINITIONS	1
ATTACHMENT 6: LOAN GENERAL TERMS AND CONDITIONS PERTAINING TO GRANT AND LOAN AGREEMENTS OF THE DEPARTMENT OF ECOLOGY	1
ATTACHMENT 7: THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) & EPA DATA REPORTING SHEET (DATA REPORTING SHEET)	1
ATTACHMENT 8: ESTIMATED LOAN REPAYMENT SCHEDULE	1

**WASHINGTON STATE WATER POLLUTION CONTROL REVOLVING FUND
LOAN AGREEMENT
BETWEEN
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
THE CITY OF SPOKANE
FOR
THE CANNON HILL POND RETROFIT PROJECT**

THIS is a binding loan [LOAN] agreement entered into by and between the state of Washington Department of Ecology [DEPARTMENT] and the City of Spokane [RECIPIENT]. The purpose of this LOAN agreement is to provide funds to the RECIPIENT to carry out the activities for the project [PROJECT] described in this LOAN agreement.

This LOAN agreement consists of 13 pages and 8 attachments.

Capitalized terms used, but not otherwise defined, in this LOAN agreement are defined in ATTACHMENT 5.

PART I. GENERAL INFORMATION

PROJECT Title:	Cannon Hill Pond Retrofit Project
LOAN Number(s):	L1400013
Standard Interest LOAN Amount:	\$277,000
Interest Rate:	2.3%
LOAN Term:	20 years
Forgivable Principal Amount:	\$0
Total LOAN Amount:	\$277,000
State Fiscal Year:	2014

RECIPIENT Information

RECIPIENT Name:	City of Spokane
Mailing Address:	808 W. Spokane Falls Blvd Spokane, WA 99201-3334
FEDERAL TAXPAYER ID NUMBER:	91-6001280
Data Universal Numbering System (DUNS) Number:	829976377

PROJECT Manager:
Mailing Address:

Marcia Davis
808 W Spokane Falls Blvd.
Spokane, WA 99201-3334

Email Address:
Phone Number:
Fax Number:

mdavis@spokanecity.org
(509) 625-6398

PROJECT Financial Officer

Email Address:
Phone Number

Rebecca Madany
rmadany@spokanecity.org
(509) 625-6544

DEPARTMENT Project Contact Information

PROJECT Manager:

Email Address:
Phone Number:
Fax Number:
Address

Cynthia Wall
Cynthia.wall@ecy.wa.gov
(509) 329-3537
(509) 329-3570
See below

Address

<input type="checkbox"/> Southwest WA State Department of Ecology Southwest Regional Office P.O. Box 47775 Olympia, WA 98504-7775 Fax (360) 407-6305	<input checked="" type="checkbox"/> Eastern WA State Department of Ecology Eastern Regional Office N. 4601 Monroe Spokane, WA 99205-1295 Fax (509) 329-3570
--	---

Financial Manager:

Email Address:
Phone Number:
Fax Number:
Address

Melanie Tyler
Melanie.tyler@ecy.wa.gov
(360) 407-7489
(360) 407-7151
WA State Department of Ecology
Water Quality Program, FMS
P.O. Box 47600
Olympia, WA 98504-7600

Funding Source(s) for This LOAN agreement:

This LOAN agreement may be funded in part or in full with federal funds (Catalog of Federal Domestic Assistance Number 66.458) passed through to the RECIPIENT by the DEPARTMENT. As a “sub-recipient” of federal funds, the RECIPIENT may be subject to certain requirements contained in OMB Circular A-133. Specifically, if the RECIPIENT or sub-recipient has expended a cumulative total (direct or pass through) of \$500,000 or more in federal awards in a fiscal year, an audit may be required in accordance with OMB Circular A-133. If the DEPARTMENT uses federal funds to reimburse eligible costs incurred for this PROJECT as part of this LOAN agreement, in January of each year, the DEPARTMENT’s fiscal office will notify the RECIPIENT of the amount of federal funds that have been expended.

(Federal funding for this AGREEMENT is provided from Capitalization Grants and state match for Clean Water State Revolving Funds; Environmental Protection Agency, Office of Water.)

Specific Funding Categories:

Standard Loan: ☒ Yes ☐ No

Amount: \$277,000

Loan for Green Project Reserves: ☐ Yes ☒ No

Green Infrastructure Amount: \$

Water Efficiency Amount: \$

Energy Efficiency Amount: \$

Innovative Amount: \$

TOTAL Amount: \$

Forgivable Principal Subsidy for Green Project Reserves: ☐ Yes ☒ No

Green Infrastructure Amount: \$

Water Efficiency Amount: \$

Energy Efficiency Amount: \$

Innovative Amount: \$

TOTAL Amount: \$

Forgivable Principal Subsidy (Hardship): ☐ Yes ☒ No

Amount: \$

State Centennial Loan Funds: ☐ Yes ☒ No

Amount \$

GENERAL LOAN INFORMATION:

Increased Oversight: ☐ Yes ☒ No

Useful life of the PROJECT: 20 years

PROJECT TYPE: *Check all that apply*

Facilities Project: ☒ Yes ☐ No

Stormwater Project: ☒ Yes ☐ No

Green Project Reserves: ☐ Yes ☐ No

Activities Project: ☐ Yes ☐ No

LOAN SECURITY: *Check all that apply*

Does this LOAN agreement and the LOAN to be made constitute Revenue Secured Lien Obligation of the RECIPIENT? ☒ Yes ☐ No

Does this LOAN agreement and the LOAN to be made constitute a general obligation debt of the RECIPIENT or the state of Washington? ☐ Yes ☒ No

Does this LOAN agreement and the LOAN to be made constitute a valid general obligation of the RECIPIENT payable from special assessments? ☐ Yes ☒ No

Is this LOAN secured with dedicated revenue through a Tribal Governmental Enterprise?
☐ Yes ☒ No

IMPORTANT DATES:

Estimated Project Start Date: July 1, 2014

Estimated Initiation of Operation (I of O): ☐ Yes ☒ No If yes, Date:

Estimated Project Completion Date: June 30, 2018

Other Milestone or Target Dates: ☐ Yes ☒ No

Interim Refinance: ☐ Yes ☒ No If yes, Effective Date:

Post Project Assessment Date (see Part IV and ATTACHMENT 4): June 30, 2021

Effective Date: July 10, 2013

PART II. PROJECT SUMMARY

The RECIPIENT will enlarge a stormwater detention pond to accept and reuse stormwater separated from the current combined sewer system. Retrofitting the pond at Cannon Hill will provide a way to reduce combined sewer overflow, increase flows in the Spokane River, and better manage stormwater.

PART III. PROJECT BUDGET

Elements (Tasks)	Total PROJECT Cost	Total Eligible PROJECT Cost	Standard Loan Amount
1. Project Administration/Management	\$10,000	\$10,000	\$0
2. Design Plans and Specifications	\$52,200	\$52,200	\$0
3. Construction Management	\$76,800	\$76,800	\$0
4. Construction	\$512,000	\$512,000	\$277,000
Total	\$651,000	\$651,000	*\$277,000

*The DEPARTMENT'S Fiscal Office will track to the total eligible LOAN amount. However, the RECIPIENT cannot deviate among elements without DEPARTMENT approval.

Other Funding Sources: ☒ Yes (if Yes, list sources and amounts) ☐ No

Local Funds \$374,000

PART IV. GOALS, OUTCOMES, AND POST PROJECT ASSESSMENT

(See Important Dates in Part I and Post Project Assessment in Attachment 4)

A. Financial Assistance Water Quality Project Goals: One or more of the selected following goals apply to this project:

- ☐ Severe Public Health Hazard or Public Health Emergency eliminated.
- ☒ Designated beneficial uses will be restored or protected, 303(d)-Listed water bodies restored to water quality standards, and healthy waters prevented from being degraded.
- ☒ Regulatory compliance with a consent decree, compliance orders, TMDL or waste load allocation achieved.

B. Water Quality Project Outcomes: The following are quantitative results anticipated from the project.

1. Provide a location for stormwater discharge that will be separated from the combined sewer system.
2. Conserve over 20 million gallons annual that currently is removed from the Spokane Valley-Rathdrum Aquifer and Spokane River and used to fill the pond.

C. Does this PROJECT address a TMDL: ☒ Yes ☐ No

D. Environmental Mitigation: ☐ Yes ☒ No If Yes, list the environmental mitigation measures:

PART V. SCOPE OF WORK

Task 1 - Project Administration/Management

- A. The RECIPIENT will administer the project. Responsibilities will include, but not be limited to: maintenance of PROJECT records; submittal of payment vouchers, fiscal forms, progress reports, and the final report; compliance with applicable procurement, contracting, and interlocal agreement requirements; attainment of all required permits, licenses, easements, or property rights necessary for the PROJECT; and submittal of required performance items.
- B. The RECIPIENT will manage the PROJECT. Efforts will include: conducting, coordinating, and scheduling PROJECT activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; the DEPARTMENT; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT will carry out this PROJECT in accordance with any completion dates outlined in this LOAN agreement.

Required Performance:

- 1. Effective administration and management of this project.
- 2. Timely submittal of all required performance items, progress reports, financial vouchers and the final project report.
- 3. Write and submit a one to two page summary of project accomplishments and outcomes at project completion, including pictures, to be published in the DEPARTMENT'S Annual Water Quality Financial Assistance Report following the DEPARTMENT'S water quality stories format.

Task 2 – Design Plans and Specifications

- A. The RECIPIENT will submit to the DEPARTMENT's Project Manager, a copy of the State Environmental Review Act (SEPA) Lead Agency's signed and dated SEPA determination.
- B. The RECIPIENT will prepare a State Environmental Review Process (SERP) packet, including a cost effectiveness analysis, in coordination with the DEPARTMENT's Project Manager and SERP Coordinator. The RECIPIENT will also submit documentation to the DEPARTMENT to facilitate cultural resources review. Costs incurred for construction activities that occur before SERP approval and cultural resources review will not be eligible for reimbursement.
- C. During the planning and design stage and prior to any ground disturbing activities, the RECIPIENT will submit to the DEPARTMENT's Project Manager one of the following:
 - a. If Cultural Resources Review (Executive Order 05-05) is complete, a copy of the letter of concurrence from the Department of Archaeology and Historic Preservation (DAHP) and correspondence from any tribes.
 - b. If Cultural Resources Review (Executive Order 05-05) is not complete, the RECIPIENT will submit a DAHP EZ-1 form to the DEPARTMENT's Project Manager to initiate review of project activities by DAHP and tribal governments.

- D. The RECIPIENT will design the Cannon Hill Pond Retrofit Project. The design must comply with the General Project Management Guidelines (Attachment 4). Elements of the design will include:
1. Increasing the volume of the pond from the current capacity of 125,000 cubic feet (cf) to 340,000 cf.
 2. A plastic liner for the pond to protect down gradient structures and to conserve potable water.
 3. Landscaping using native plants and adaptive species to protect the shoreline of Cannon Hill pond.
 4. A control system to regulate pond depth, oxygen levels and water volume.
 5. In-pond diffuser to keep the pond from stagnating, attracting mosquitoes, and creating odor nuisances.
- E. The RECIPIENT will submit two hard copies and one digital copy of the Pre-design report to the DEPARTMENT for review. At its discretion, the DEPARTMENT may request 60 percent complete design plans for review. Based on receipt of the Pre-design report or the 60 percent complete design plans, the DEPARTMENT will provide comments to the RECIPIENT within 45 days of receipt of the plans.
- F. Prior to advertising for contractor bids, the RECIPIENT will submit two hard copies and one digital copy of the final plans and specifications to the DEPARTMENT's Project Manager for review. The DEPARTMENT will provide comments to the RECIPIENT within 45 days of receipt of the plans. The DEPARTMENT's Project Manager will work with the DEPARTMENT's engineer to review the plans and specifications for consistency with the appropriate design criteria and grant requirements. The RECIPIENT must justify significant deviations from the following:
1. The appropriate guidance manual below depends on the region that your project is conducted:
Stormwater Management Manual for Western Washington (SWMMWW), or the **Stormwater Management Manual for Eastern Washington (SWMMEW)**, both can be found at:
<http://www.ecy.wa.gov/programs/wq/stormwater/tech.html>, or the **Low Impact Development Technical Guidance Manual for Puget Sound** found at:
http://www.psp.wa.gov/downloads/LID/LID_manual2005.pdf, or equivalent design manuals, or
 2. Equivalent manual as developed by the local jurisdiction and approved by the DEPARTMENT.
 3. Good engineering practices and generally recognized engineering standards.
 4. The project pre-design report.
- G. The plans, specifications, construction contract documents, and addenda must be approved by the RECIPIENT prior to submittal to the DEPARTMENT.
- H. The RECIPIENT will prepare and submit a projected construction schedule to the DEPARTMENT.

- I. The RECIPIENT will submit to the DEPARTMENT a current, updated construction cost estimate and updated project schedule, along with each plans and specifications submittal.
- J. The RECIPIENT will submit all pre-design figures and construction plans to the DEPARTMENT, reduced to 11" x 17" in size. The RECIPIENT may bind them with the specifications or related construction contract documents or bound as a separate document. All reduced drawings must be legible.
- K. The RECIPIENT will develop and submit an operations and maintenance plan for the stormwater treatment and low impact development (LID) features. The operation and maintenance plan will describe how the RECIPIENT will ensure project success consistent with the design manual used. The operation and maintenance plan must also address long term activities to assure ongoing pollutant removal and flow-control capability of the project. (See the *Stormwater Management Manual for Western Washington* Volume 5, Section 4.6.)

Required Performance:

- 1. Submit a copy of the signed and dated SEPA determination to the DEPARTMENT.
- 2. Submit two copies of the SERP packet, cost effectiveness analysis, and cultural resources review documents for DEPARTMENT review and concurrence.
- 3. Submit a copy of either: 1) Letter of Concurrence from DAHP; or, 2) the DAHP EZ-1 form, for DEPARTMENT coordination on compliance with Executive Order 05-05.
- 4. Submit a Pre-design report to the DEPARTMENT.
- 5. Submit final plans and specifications to the DEPARTMENT, which includes the DEPARTMENT's Bid Specification Clauses inserts found at:
<http://www.ecy.wa.gov/programs/wq/funding/GrantLoanMgmtDocs/Eng/GrantLoanMgmtEngRes.html>

Task 3 – Construction Management

- A. The RECIPIENT will provide construction oversight and management of the project.
- B. The RECIPIENT will submit a detailed construction quality assurance plan to the DEPARTMENT before the start of construction. This plan must describe how adequate and competent construction oversight will be performed.
- C. The RECIPIENT will submit a construction schedule to the DEPARTMENT within 30 days of the start of construction. The construction schedule will be revised and/or updated whenever major changes occur and at a minimum of every three months. The RECIPIENT will submit the construction schedule to the DEPARTMENT with the quarterly report. When changes in the construction schedule affect previous cash flow estimates, revised cash flow projections must also be submitted to the DEPARTMENT.
- D. Prior to execution, the RECIPIENT will submit eligible change orders that are a significant deviation from the DEPARTMENT reviewed plans and specifications in writing for DEPARTMENT review and approval for payment. All other change orders must be approved by the DEPARTMENT for technical merit and should be submitted within 30 days after execution. Change orders are to be signed by the contractor, the engineer (if appropriate), and the RECIPIENT prior to submittal to the DEPARTMENT for approval.

- E. Upon completion of construction, the RECIPIENT will provide to the DEPARTMENT's Project Manager a Stormwater Construction Completion Form signed by a professional engineer, indicating that the project was completed in accordance with the plans and specifications and major change orders approved by the DEPARTMENT's Project Engineer and shown on the Record Drawings. The Stormwater Construction Completion form can be found at:

<http://www.ecy.wa.gov/programs/wq/funding/GrantLoanMgmtDocs/Eng/GrantLoanMgmtEngRes.html>

Required Performance:

1. Submit the project construction quality assurance plan to the DEPARTMENT.
2. Submit the construction schedule to the DEPARTMENT.
3. Submit the signed and dated Declaration of Construction Completion Form to the DEPARTMENT.

Task 4 – Construction

- A. The RECIPIENT will include the DEPARTMENT's specification insert in the bid documents. The RECIPIENT will execute a contract with the low responsive responsible bidder to construct the PROJECT.
- B. The RECIPIENT will complete the construction in accordance with the approved Plans and Specifications. The construction project will include:
1. Increasing the volume of the pond from the current capacity of 125,000 cubic feet (cf) to 340,000 cf.
 2. A plastic liner for the pond to protect down gradient structures and to conserve potable water.
 3. Landscaping using native plants and adaptive species to protect the shoreline of Cannon Hill pond.
 4. A control system to regulate pond depth, oxygen levels and water volume.
 5. In-pond diffuser to keep the pond from stagnating, attracting mosquitoes, and creating odor nuisances.
- C. The RECIPIENT will conduct a pre-construction conference and invite DEPARTMENT staff.
- D. The RECIPIENT will obtain an investment grade efficiency audit (IGEA) for projects involving repair, replacement, or improvement of a wastewater treatment facility or other public works facility. The IGEA must include an analysis of potential energy and water efficiency measures and identify cost-effective measures for the RECIPIENT's facility.
- E. The RECIPIENT will negotiate any change orders to the construction contract, and submit the change orders to the DEPARTMENT for approval as described in the General Project Management Guidelines (Attachment 4).

Required Performance:

1. Satisfactory completion of the PROJECT in conformance with the approved Plans and Specifications.
2. Investment Grade Efficiency Audit documentation.

3. The RECIPIENT will submit all required submittals as described in the General Project Management Guidelines (Attachment 4), including:
 - a. Bid Tabs, the Notice of Award, and a copy of the executed contract. The RECIPIENT must submit Bid Tabs, the Notice of Award, and a copy of the executed contract before the DEPARTMENT will provide reimbursement for work performed under this task.
 - b. Copy of the advertisement for bids and the affidavit of publication.
 - c. Copy of the notice to proceed.
 - d. Minutes of the pre-construction meeting.

PART V(A). SPECIAL TERMS AND CONDITIONS

USE OF AMERICAN IRON AND STEEL (BUY AMERICAN)

This loan provision applies to projects for the construction, alteration, maintenance, or repair of a “treatment works” as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.) The RECIPIENT shall ensure that all iron and steel products used in the PROJECT are produced in the United States. Iron and Steel products means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. Waiver from this requirement may be requested from the Administrator of the Environmental Protection Agency. This provision does not apply if the engineering plans and specifications for the PROJECT were approved by the ECOLOGY prior to January 17, 2014. ECOLOGY reserves the right to request documentation of RECIPIENT’S compliance with this provision.

PART VI. LOAN INTEREST RATE AND TERMS

Source and Availability; LOAN Amounts; LOAN Terms

This LOAN agreement will remain in effect until the date of final repayment of the LOAN, unless terminated earlier according to the provisions herein.

Subject to all of the terms, provisions, and conditions of this LOAN agreement, and subject to the availability of funds, the DEPARTMENT will loan to the RECIPIENT the sum of two hundred seventy-seven thousand dollars (\$277,000).

When the PROJECT Completion Date has occurred, the DEPARTMENT and the RECIPIENT will execute an amendment to this LOAN agreement which details the final LOAN amount (Final LOAN Amount), and the DEPARTMENT will prepare a final LOAN repayment schedule, in the form of ATTACHMENT 8. The Final LOAN Amount will be the combined total of actual disbursements made on the LOAN and all accrued interest to the computation date.

The Estimated LOAN amount and the Final LOAN amount (in either case, as applicable, a “LOAN Amount”) will bear interest at the rate of 2.3 percent per annum, calculated on the basis of a 365 day year. Interest on the Estimated LOAN Amount will accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final LOAN Amount will be repaid

in equal installments semiannually over a term of 20 years, as provided in ATTACHMENT 8.

PART VII. ALL AGREEMENTS CONTAINED HEREIN

The RECIPIENT will ensure this PROJECT is completed according to the details of this LOAN agreement. The RECIPIENT may elect to use its own forces or it may contract for professional services necessary to perform and complete project-related work, if approved by the DEPARTMENT.

Webpage addresses may be provided throughout this LOAN agreement for your convenience, however, if any of these addresses do not work, it is the responsibility of the RECIPIENT to contact the DEPARTMENT for the updated webpage address or the necessary information.

The following contain the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein:

- This LOAN agreement
- ATTACHMENT 1: Opinion of RECIPIENT's Legal Counsel
- ATTACHMENT 2: Authorizing Ordinance or Resolution
- ATTACHMENT 3: Preaward Compliance Review Report for All Applicants Requesting Federal Assistance
- ATTACHMENT 4: General Project Management Requirements
- ATTACHMENT 5: Agreement Definitions
- ATTACHMENT 6: LOAN General Terms and Conditions (Pertaining to Grant and Loan Agreements) of the Department of Ecology
- ATTACHMENT 7: The Federal Funding Accountability and Transparency Act (FFATA) & The Clean Water State Revolving Fund Initial Data Reporting Sheet
- ATTACHMENT 8: Estimated LOAN Repayment Schedule
- The effective edition, at the signing of this LOAN agreement, of the DEPARTMENT's "*Administrative Requirements for Recipients of Ecology Grants and Loans*"
- The associated funding guidelines that correspond to the Fiscal Year in which the project is funded
- The applicable statutes and regulations
- As a subrecipient of federal funds (Catalogue of Federal Domestic Assistance Number 66.458), the RECIPIENT must comply with the following federal regulations:
 - OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations
 - OMB Circular A-133, Compliance Supplement
 - OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments
 - OMB Circular A-102, Uniform Administrative Requirements

No changes, additions, or deletions to this LOAN agreement will be authorized without a formal written amendment, EXCEPT that in response to a request from the RECIPIENT, the DEPARTMENT may redistribute the loan budget. The DEPARTMENT or the RECIPIENT may change their respective staff contacts without the concurrence of either party.

By signing this LOAN agreement, the RECIPIENT acknowledges that opportunity to thoroughly review the terms of this LOAN agreement, the attachments, all incorporated or referenced documents, as well as all applicable statutes, rules, or guidelines mentioned in this LOAN agreement was given.

IN WITNESS WHEREOF, the DEPARTMENT and the RECIPIENT have signed this LOAN agreement as of the dates set forth below, to be effective as provided above.

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

CITY OF SPOKANE

DONALD A. SEEBERGER DATE
WATER QUALITY
ACTING PROGRAM MANAGER

DAVID CONDON DATE
MAYOR

APPROVED AS TO FORM ONLY
ASSISTANT ATTORNEY GENERAL
(October 29, 2009)

ATTACHMENT 1: OPINION OF RECIPIENT'S LEGAL COUNSEL

I am an attorney at law admitted to practice in the state of Washington and the duly appointed attorney of the City of Spokane [the RECIPIENT], and I have examined any and all documents and records pertinent to the LOAN agreement.

Based on the foregoing, it is my opinion that:

- A. The RECIPIENT is a duly organized and legally existing municipal corporation or political subdivision under the laws of the state of Washington or a federally recognized Indian tribe;
- B. The RECIPIENT has the power and authority to execute and deliver and to perform its obligations under the LOAN agreement;
- C. The LOAN agreement has been duly authorized and executed by RECIPIENT's authorized representatives and, to my best knowledge and after reasonable investigation, all other necessary actions have been taken to make the LOAN agreement valid, binding, and enforceable against the RECIPIENT in accordance with its terms, except as such enforcement is affected by bankruptcy, insolvency, moratorium, or other laws affecting creditors' rights and principles of equity if equitable remedies are sought;
- D. To my best knowledge and after reasonable investigation, the LOAN agreement does not violate any other agreement, statute, court order, or law to which the RECIPIENT is a party or by which it or its properties are bound;
- E. There is currently no litigation seeking to enjoin the commencement or completion of the PROJECT or to enjoin the RECIPIENT from entering into the LOAN agreement or from accepting or repaying the LOAN. The RECIPIENT is not a party to litigation which will materially affect its ability to repay such LOAN on the terms contained in the LOAN agreement; and
- F. The LOAN agreement constitutes a valid obligation of the RECIPIENT payable from the Net Revenues of the Utility.




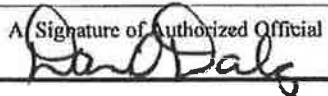
Capitalized terms used herein will have the meanings ascribed thereto in the LOAN agreement between the RECIPIENT and the DEPARTMENT.

RECIPIENT's Legal Counsel

Date

ATTACHMENT 2: AUTHORIZING ORDINANCE OR RESOLUTION

**ATTACHMENT 3: PREAWARD COMPLIANCE REVIEW REPORT FOR ALL APPLICANTS
REQUESTING FEDERAL ASSISTANCE**

<p align="center">Preaward Compliance Review Report for All Applicants and Recipients Requesting EPA Financial Assistance <i>Note: Read instructions on other side before completing form.</i></p>		
I.	Applicant/Recipient (Name, Address, State, Zip Code).	DUNS No.
	City of Spokane, 808 W Spokane Falls Blvd, Spokane, WA 99201-3334	829976377
II.	Is the applicant currently receiving EPA assistance?	
	YES	
III.	List all civil rights lawsuits and administrative complaints pending against the applicant/recipient that allege discrimination based on race, color, national origin, sex, age, or disability. (Do not include employment complaints not covered by 40 C.F.R. Parts 5 and 7. See instructions on reverse side.)	
	Please see attached	
IV.	List all civil rights lawsuits and administrative complaints decided against the applicant/recipient within the last year that allege discrimination based on race, color, national origin, sex, age, or disability and enclose a copy of all decisions. Please describe all corrective action taken. (Do not include employment complaints not covered by 40 C.F.R. Parts 5 and 7. See instructions on reverse side.)	
	N/A	
V.	List all civil rights compliance reviews of the applicant/recipient conducted by any agency within the last two years and enclose a copy of the review and any decisions, orders, or agreements based on the review. Please describe any corrective action taken. (40 C.F.R. § 7.80(c)(3))	
	See attached	
VI.	Is the applicant requesting EPA assistance for new construction? If no, proceed to VII; if yes, answer (a) and/or (b) below.	
	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
a.	If the grant is for new construction, will all new facilities or alterations to existing facilities be designed and constructed to be readily accessible to and usable by persons with disabilities? If yes, proceed to VII; if no, proceed to VI(b). <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
b.	If the grant is for new construction and the new facilities or alterations to existing facilities will not be readily accessible to and usable by persons with disabilities, explain how a regulatory exception (40 C.F.R. § 7.70) applies. <input type="checkbox"/> Yes <input type="checkbox"/> No	
VII.*	Does the applicant/recipient provide initial and continuing notice that it does not discriminate on the basis of race, color, national origin, sex, age, or disability in its programs or activities? (40 C.F.R. § 5.140 and § 7.95) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
a.	Do the methods of notice accommodate those with impaired vision or hearing? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
b.	Is the notice posted in a prominent place in the applicant's offices or facilities or, for education programs and activities, in appropriate periodicals and other written communications? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
c.	Does the notice identify a designated civil rights coordinator? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
VIII.*	Does the applicant/recipient maintain demographic data on the race, color, national origin, sex, age, or handicap of the population it serves? (40 C.F.R. § 7.85(a))	
	No-Data is readily available from State and federal government websites. 	
IX.*	Does the applicant/recipient have a policy/procedure for providing access to services for persons with limited English proficiency? (40 C.F.R. Part 7, E.O. 13166)	
	Yes Human resources is notified and works with the affected department 	
X.*	If the applicant/recipient is an education program or activity, or has 15 or more employees, has it designated an employee to coordinate its compliance with 40 C.F.R. Parts 5 and 7? Provide the name, title, position, mailing address, e-mail address, fax number, and telephone number of the designated coordinator.	
XI.*	If the applicant/recipient is an education program or activity, or has 15 or more employees, has it adopted grievance procedures that assure the prompt and fair resolution of complaints that allege a violation of 40 C.F.R. Parts 5 and 7? Provide a legal citation or Internet address for, or a copy of, the procedures. Yes-Copy attached 	
<p align="center">For the Applicant/Recipient</p> <p>I certify that the statements I have made on this form and all attachments thereto are true, accurate and complete. I acknowledge that any knowingly false or misleading statement may be punishable by fine or imprisonment or both under applicable law. I assure that I will fully comply with all applicable civil rights statutes and EPA regulations.</p>		
A.	Signature of Authorized Official	B. Title of Authorized Official Human Resources Analyst
		C. Date 9/30/13
<p align="center">For the U.S. Environmental Protection Agency</p> <p>I have reviewed the information provided by the applicant/recipient and hereby certify that the applicant/recipient has submitted all preaward compliance information required by 40 C.F.R. Parts 5 and 7; that based on the information submitted, this application satisfies the preaward provisions of 40 C.F.R. Parts 5 and 7; and that the applicant has given assurance that it will fully comply with all applicable civil rights statutes and EPA regulations.</p>		
A.	Signature of Authorized EPA Official	B. Title of Authorized EPA Official C. Date
	See ** note on reverse side	

Instructions for EPA FORM 4700-4 (Rev. 04/2009)

General

Recipients of Federal financial assistance from the U.S. Environmental Protection Agency must comply with the following statutes and regulations.

Title VI of the Civil Rights Acts of 1964 provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. The Act goes on to explain that the statute shall not be construed to authorize action with respect to any employment practice of any employer, employment agency, or labor organization (except where the primary objective of the Federal financial assistance is to provide employment).

Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act provides that no person in the United States shall on the ground of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under the Federal Water Pollution Control Act, as amended. Employment discrimination on the basis of sex is prohibited in all such programs or activities.

Section 504 of the Rehabilitation Act of 1973 provides that no otherwise qualified individual with a disability in the United States shall solely by reason of disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Employment discrimination on the basis of disability is prohibited in all such programs or activities.

The Age Discrimination Act of 1975 provides that no person on the basis of age shall be excluded from participation under any program or activity receiving Federal financial assistance. Employment discrimination is not covered. Age discrimination in employment is prohibited by the Age Discrimination in Employment Act administered by the Equal Employment Opportunity Commission.

Title IX of the Education Amendments of 1972 provides that no person in the United States on the basis of sex shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance. Employment discrimination on the basis of sex is prohibited in all such education programs or activities. Note: an education program or activity is not limited to only those conducted by a formal institution.

40 C.F.R. Part 5 implements Title IX of the Education Amendments of 1972.

40 C.F.R. Part 7 implements Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of The Rehabilitation Act of 1973.

The Executive Order 13166 (E.O. 13166) entitled; "Improving Access to Services for Persons with Limited English Proficiency" requires Federal agencies work to ensure that recipients of Federal financial assistance provide meaningful access to their LEP applicants and beneficiaries.

Items

"Applicant" means any entity that files an application or unsolicited proposal or otherwise requests EPA assistance. 40 C.F.R. §§ 5.105, 7.25.

"Recipient" means any entity, other than applicant, which will actually receive EPA assistance. 40 C.F.R. §§ 5.105, 7.25.

"Civil rights lawsuits and administrative complaints" means any lawsuit or administrative complaint alleging discrimination on the basis of race, color, national origin, sex, age, or disability pending or decided against the applicant and/or entity which actually benefits from the grant, but excluding employment complaints not covered by 40 C.F.R. Parts 5 and 7. For example, if a city is the named applicant but the grant will actually benefit the Department of Sewage, civil rights lawsuits involving both the city and the Department of Sewage should be listed.

"Civil rights compliance review" means any review assessing the applicant's and/or recipient's compliance with laws prohibiting discrimination on the basis of race, color, national origin, sex, age, or disability.

Submit this form with the original and required copies of applications, requests for extensions, requests for increase of funds, etc. Updates of information are all that are required after the initial application submission.

If any item is not relevant to the project for which assistance is requested, write "NA" for "Not Applicable."

In the event applicant is uncertain about how to answer any questions, EPA program officials should be contacted for clarification.

* Questions VII – XI are for informational use only and will not affect an applicant's grant status. However, applicants should answer all questions on this form. (40 C.F.R. Parts 5 and 7).

** Note: Signature appears in the Approval Section of the EPA Comprehensive Administrative Review For Grants/Cooperative Agreements & Continuation/Supplemental Awards form.

Approval indicates, in the reviewer's opinion, questions I – VI of Form 4700-4 comply with the preaward administrative requirements for EPA assistance.

"Burden Disclosure Statement"

EPA estimates public reporting burden for the preparation of this form to average 30 minutes per response. This estimate includes the time for reviewing instructions, gathering and maintaining the data needed and completing and reviewing the form. Send comments regarding the burden estimate, including suggestions for reducing this burden, to U.S. EPA, Attn: Collection Strategies Division (MC 2822T), Office of Information Collection, 1200 Pennsylvania Ave., NW, Washington, D.C. 20460; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

The information on this form is required to enable the U.S. Environmental Protection Agency to determine whether applicants and prospective recipients are developing projects, programs and activities on a nondiscriminatory basis as required by the above statutes and regulations.

- III. List all civil rights lawsuits and administrative complaints pending against the applicant/recipient that allege discrimination based on race,color, national origin, sex, age, or disability. (Do not include employment complaints not covered by 40 C.F.R. Parts 5 and 7. See instructions on reverse side.)



Information Redacted

- V. List all civil rights compliance reviews of the applicant/recipient conducted by any agency within the last two years and enclose a copy of the review and any decisions, orders, or agreements based on the review. Please describe any corrective action taken. (40 C.F.R. § 7.80(c)(3))

Compliance reviews include EPA Preaward reviews, DOJ grant EEOP Programs and the bi-annual EEO4 report due on 9/30/13.

RECEIVED
06-13-06
CITY CLERK'S OFFICE
SPOKANE, WA

CITY OF SPOKANE ADMINISTRATIVE POLICY AND PROCEDURE	ADMIN 0620-06-16 LGL 2006-26
TITLE: DISCRIMINATION IN THE WORKPLACE EFFECTIVE DATE: March 3, 1986 REVISION EFFECTIVE DATE: June 28, 2006	

1.0 GENERAL

- 1.1 The City of Spokane is legally required to adhere to personnel policies that are in accord with federal equal employment opportunity laws, executive orders, state laws and local ordinances forbidding illegal discrimination against employees. Employees have the right to work in an environment free from discrimination.

1.2 TABLE OF CONTENTS

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

2.0 DEPARTMENTS/DIVISIONS AFFECTED

This policy shall apply to all City divisions and departments.

3.0 REFERENCES

42 USC 2000e et. seq.
RCW chapter 49.60
SMC chapter 1.06

4.0 DEFINITIONS

- 4.1 "Discrimination" means different or unequal treatment on the basis of race, religion, color, national origin, gender, sexual orientation, marital status, age, familial status or disability.

5.0 POLICY

5.1 It is the policy of the City of Spokane to maintain a work environment free of discrimination in any form, whether it is blatant or subtle. It is the responsibility of all employees of the City to help provide a work environment free of illegal discriminatory practices, intimidation or coercion.

5.2 Examples of Discrimination

5.2.1 Discrimination in employment occurs when an employer hires; promotes, disciplines, demotes or terminates an employee or makes any employment related decision solely or in part on the basis of that person's race, religion, color, national origin, gender, marital status, sexual orientation, age, familial status or disability.

5.2.2 Examples of discriminatory behavior include but are not limited to racial and ethnic jokes, slurs, cartoons, gestures and other disrespectful comments directed at or about persons because of their race, religion, color, national origin, gender, sexual orientation, marital status, age, familial status or disability.

5.3 Potential Liability of Employer

5.3.1 The City and individual employees can be held liable for discrimination.

5.3.2 The City may be liable for discrimination by supervisors regardless of whether or not the City is aware of the discrimination.

5.3.3 The City may also be liable for discrimination by employees against non-employees in the workplace if the City is or should be aware of the conduct and does not take corrective measures.

5.3.4 Supervisors may be personally liable for failure to take corrective action.

6.0 PROCEDURE

6.1 Responsibilities

6.1.1 Each employee is responsible for maintaining a work environment free of discrimination, including discrimination against a co-worker.

6.1.2 Managers and supervisors are responsible for taking prompt, appropriate corrective action whenever they know of or should know of conduct that could be considered discriminatory.

- 6.1.3 When the Human Resources Director is notified of discrimination, he or she is responsible for taking the action necessary to ensure that the discrimination stops and that appropriate disciplinary action is taken.

6.2 Complaint Procedure

- 6.2.1 A complainant is encouraged to use the City's complaint procedure to resolve discrimination complaints. Complaints may be made in writing or by any means accessible to the complainant. Complaint forms are available in the Human Resources Department. Complainants may also file with appropriate state and federal agencies such as:

State of Washington

Washington State Human Rights Commission; Rockpointe Plaza 3, 1330 North Washington Street, Suite 2460, Spokane, WA 99201, (509) 568-3196, TDD (800) 300-7575, Voice (800) 233-3247.

Federal Government

U.S. Equal Employment Opportunity Commission, 909 First Avenue, Suite 400, Seattle, WA 98104-1061, (206) 220-6883, TDD (206) 220-6882, FAX (206) 220-6911, Voice (800) 669-4000

Office of Federal Contract Compliance Programs, Districts IX & X, 71 Stevenson Street, Suite 1700, San Francisco, CA 94105, (415) 848-6969

- 6.2.2 Violations of this policy against discrimination will ideally be resolved at the lowest level, informally and effectively. All employees of the City of Spokane are encouraged to use the internal complaint procedure whenever it is believed that discrimination has occurred.
- 6.2.3 An employee exposed to discrimination may assertively tell the offending person that the conduct is unwelcome and must cease immediately.
- 6.2.4 If the above step 6.2.3 is not effective or feasible and the employee desires an internal resolution of the complaint, the process outlined below shall be followed:
- a. The complainant should bring the issue to the supervisor's attention in a timely manner. If the supervisor is the one engaging in the discriminatory conduct, or the individual does not wish to tell the supervisor, the situation should be brought to the attention of that person's supervisor.

b. When supervisors are notified of alleged discrimination, they shall immediately:

1. Document and report the incident to the department head.
2. Investigate the complaint.
3. Take appropriate corrective action.
4. Forward the results of the investigation to the Human Resources Department.
5. Provide official findings and comments to the complainant, in writing, within ten (10) working days of receipt of complaint.

6.2.5 If the above step 6.2.4 is not effective, or if the complainant is not satisfied with the action taken, the issue must be brought to the attention of the Department Head within five (5) working days of receipt of the supervisor's response. The Department Head is responsible for further investigation and must respond in writing to the complainant within ten (10) working days of receiving the complaint. A copy of all correspondence shall be sent confidentially to the Human Resources Director.

6.2.6 Complaints may also be made directly to the Human Resources Director.

6.2.7 No individual will be retaliated against or otherwise adversely affected in employment as a result of making a discrimination complaint or for participating in a complaint investigation or as a result of being erroneously accused of discrimination.

6.3 Employee Rights

6.3.1 Employee rights are also protected through the remedies available under the Washington State Laws Against Discrimination, RCW 49.60, the U.S. Civil Rights Act of 1964, the Civil Rights Act of 1991, the Spokane Municipal Code Chapter 1.06, and other laws such as the Age Discrimination in Employment Act of 1967, the Pregnancy Discrimination Act of 1974 and the American with Disabilities Act of 1990, and other laws.

6.4 Employee Responsibilities

6.4.1 Employees are required to cooperate fully in the processing of the complaint. Employees may be allowed to be accompanied by a union representative or a person of comfort. If the employee chooses to have an attorney present, the cost of the attorney will be the sole responsibility of the employee.

6.5 Administration

6.5.1 When a violation continues, the Human Resources Department shall be consulted immediately. The Human Resources Department is to be notified of all discrimination complaints so that a record may be maintained as required by the Equal Employment Opportunity Commission.

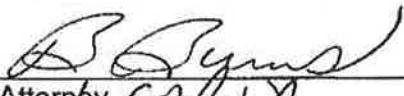
7.0 RESPONSIBILITIES

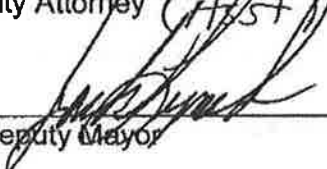
The Human Resources Department shall administer this policy.

8.0 APPENDICES


Discrimination / Harassment Complaint Form

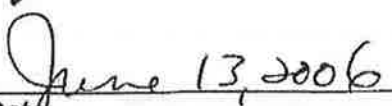
APPROVED BY:



City Attorney (Atty)


Deputy Mayor



Director


Date

DISCRIMINATION/HARASSMENT COMPLAINT FORM

Name: _____ Date: _____

Phone: _____ Email: _____ Department: _____

Address: _____ City: _____ State: _____ Zip: _____

Is this a discrimination/harassment complaint? Yes ☐ No ☐ Are you a City employee? Yes ☐ No ☐

If yes, have you notified your supervisor? Yes ☐ No ☐ If yes, what was the outcome? _____

This complaint is based on: (Check all that apply)

- | | | |
|---|---|---|
| <input type="checkbox"/> Age | <input type="checkbox"/> Marital Status | <input type="checkbox"/> Religion |
| <input type="checkbox"/> Disability | <input type="checkbox"/> National Origin | <input type="checkbox"/> Sex/Gender |
| <input type="checkbox"/> Familial Status | <input type="checkbox"/> Race/Color | <input type="checkbox"/> Sexual Harassment |
| <input type="checkbox"/> Workplace Harassment | <input type="checkbox"/> Other Please Note: _____ | <input type="checkbox"/> Sexual Orientation |

Who allegedly discriminated against/harassed you: _____

Is the alleged offender a City employee? Yes ☐ No ☐ Department: _____

Where did it take place? _____

When did it take place? _____

Was this a single incident? Yes ☐ No ☐ If more than once, how many times? _____

How did the discrimination/harassment take place? _____

Please explain additional details of complaint including why you feel you were discriminated against and or harassed. List any witnesses:

In filing this complaint please explain the resolution you would like: _____

The following information is VOLUNTARY and is requested for statistical purposes

Age: _____ Gender: M ☐ F ☐ Race/Ethnicity _____ Disability _____

Signature: _____ Date: _____

FOR OFFICE USE

Complaint received by: Email ☐ Mail ☐ Phone ☐ Walk-In ☐ Prior Appointment ☐

Date complaint received: STAMP HERE

Detail of action taken: _____

Referral(s):

Date: _____ To: _____

Date: _____ To: _____

Complaint Closed: _____

Is complainant satisfied with outcome? Yes ☐ No ☐

Complainant Remarks (if any):

If you need assistance in filing your complaint please contact the Human Resources Department
at the address below or call (509) 625-6703

PLEASE MAIL THIS FORM TO:

CITY OF SPOKANE HUMAN RESOURCES DEPARTMENT, 4TH FLOOR

808 W. SPOKANE FALLS BLVD. SPOKANE, WA 99201-3327

OR FAX TO: (509) 625-6379

ATTACHMENT 4: GENERAL PROJECT MANAGEMENT REQUIREMENTS

FOR THE WASHINGTON STATE WATER POLLUTION CONTROL REVOLVING FUND
AND CENTENNIAL CLEAN WATER PROGRAM PROJECTS
(UNLESS MODIFIED BY A SPECIAL TERM AND CONDITION IN PART V.)

ACCOUNTING STANDARDS

The RECIPIENT will maintain accurate records and accounts for the PROJECT ("PROJECT Records") in accordance with Chapter 43.09.200 RCW "Local Government Accounting - Uniform System of Accounting."

These PROJECT Records will be separate and distinct from the RECIPIENT's other records and accounts (General Accounts). Eligible costs will be audited every other year or annually if more than \$500,000 of federal funds are received in any given year. Audits will be performed by an independent, certified accountant or state auditor, which may be part of the annual audit of the General Accounts of the RECIPIENT. If the annual audit includes an auditing of this PROJECT, a copy of such audit, including all written comments, recommendations, and findings, will be furnished to the DEPARTMENT within 30 days after receipt of the final audit report.

AUTHORITY

Authority of RECIPIENT

This LOAN agreement is authorized by the Constitution and laws of the state of Washington, including the RECIPIENT's authority, and by the RECIPIENT pursuant to the ordinance or resolution attached as ATTACHMENT 2.

Opinion of RECIPIENT's Legal Counsel

The DEPARTMENT has received an opinion of legal counsel to the RECIPIENT in the form and substance of Attachment 1.

CERTIFICATIONS

The RECIPIENT certifies by signing this LOAN agreement that all negotiated interlocal agreements necessary for the PROJECT are, or will be, consistent with the terms of this LOAN agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT will submit a copy of each interlocal agreement necessary for the PROJECT to the DEPARTMENT.

The RECIPIENT certifies by signing this LOAN agreement that all applicable requirements have been satisfied in the procurement of professional services and that eligible and ineligible costs are separated and identifiable. The RECIPIENT will submit a copy of the final negotiated agreement to the DEPARTMENT for eligibility determination.

The RECIPIENT certifies by signing this LOAN agreement that the requirements of Chapter 39.80 RCW, "Contracts for Architectural and Engineering Services," have been, or will be, met in procuring qualified architectural/engineering services. The RECIPIENT will identify and separate eligible and ineligible costs in the final negotiated agreement and submit a copy of the agreement to the DEPARTMENT.

CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.

2. The RECIPIENT will provide immediate written notice to the DEPARTMENT if at any time the RECIPIENT learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. The RECIPIENT may contact the DEPARTMENT for assistance in obtaining a copy of those regulations.
4. The RECIPIENT agrees it will not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. The RECIPIENT acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. The RECIPIENT agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to the DEPARTMENT before requests for reimbursements will be approved for payment. The RECIPIENT must run a search in www.sam.gov and print a copy of completed searches to document proof of compliance.

CLEAN WATER STATE REVOLVING FUND DATA REPORTING SHEET (DATA REPORTING SHEET)

The RECIPIENT will submit the completed Data Reporting Sheet to the DEPARTMENT. The completed and signed Data Reporting Sheet will be included in this LOAN agreement as ATTACHMENT 7 (see ATTACHMENT 7 for further instructions).

COMMENCEMENT OF WORK

The DEPARTMENT reserves the right to terminate this LOAN agreement if work does not commence on the project within 4 months after the DEPARTMENT's deadline for signing this LOAN agreement.

COVENANTS AND AGREEMENTS

Acceptance

The RECIPIENT accepts and agrees to comply with all terms, provisions, conditions, and commitments of this LOAN agreement, including all incorporated and referenced documents, and to fulfill all assurances, declarations, representations, and commitments made by the RECIPIENT in its application, accompanying documents, and communications filed in support of its request for a LOAN.

Accounts and Records

The RECIPIENT will keep proper and separate accounts and records in which complete and separate entries will be made of all transactions relating to this LOAN agreement. The RECIPIENT will keep such records for six years after receipt of final LOAN disbursement.

Alteration and Eligibility of PROJECT

During the term of this LOAN agreement, the RECIPIENT (i) will not materially alter the design or structural character of the PROJECT without the prior written approval of the DEPARTMENT and (ii) will take no action which would adversely affect the eligibility of the PROJECT as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.

Collection of ULID Assessments (if used to secure the repayment of this LOAN)

All ULID Assessments in the ULID will be paid into the LOAN Fund and used to pay the principal of and interest on the LOAN. The ULID Assessments in the ULID may be deposited into the Reserve Account to satisfy a Reserve Requirement if a Reserve Requirement is applicable.

Free Service

The RECIPIENT will not furnish Utility service to any customer free of charge if providing that free service will affect the RECIPIENT's ability to meet the obligations of this LOAN agreement.

Insurance

The RECIPIENT will at all times carry fire and extended coverage, public liability and property damage, and such other forms of insurance with responsible insurers and with policies payable to the RECIPIENT on such of the buildings, equipment, works, plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it will self-insure or will participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to protect it against loss.

Levy and Collection of Taxes (if used to secure the repayment of this LOAN)

For so long as the LOAN is outstanding, the RECIPIENT irrevocably pledges to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the LOAN, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.

Maintenance and Operation of a Funded Utility

The RECIPIENT will at all times maintain and keep a funded Utility in good repair, working order and condition and also will at all times operate the Utility and the business in an efficient manner and at a reasonable cost.

Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this LOAN)

For so long as the LOAN is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the LOAN.

Reserve Requirement

For loans that are Revenue-Secured Debt with terms greater than five years, the RECIPIENT must accumulate a reserve for the LOAN equivalent to at least the Average Annual Debt Service on the LOAN during the first five years of the repayment period of the LOAN. This amount will be deposited in a Reserve Account in the LOAN Fund in approximately equal annual payments commencing within one year after the Initiation of Operation or the PROJECT Completion Date, whichever comes first.

"Reserve Account" means, for a LOAN that constitutes Revenue-Secured Debt, an account of that name created in the LOAN Fund to secure the payment of the principal and interest on the LOAN.

The amount on deposit in the Reserve Account may be applied by the RECIPIENT (i) to make, in part or in full, the final repayment to the DEPARTMENT of the LOAN Amount or, (ii) if not so applied, for any other lawful purpose of the RECIPIENT once the LOAN Amount, plus interest and any other amounts owing to the DEPARTMENT, have been paid in full.

Sale or Disposition of Utility

The RECIPIENT will not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities or other part of the Utility, or any real or personal property comprising a part of the Utility unless one of the following applies:

1. The facilities or property transferred are not material to the operation of the Utility; or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the Utility; or are no longer necessary, material, or useful to the operation of the Utility.
2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the Utility.
3. The RECIPIENT receives from the transferee an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and LOAN Funds securing such debt) as the Gross Revenue of the Utility from the portion of the Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.

The proceeds of any transfer under this paragraph will be used (i) to redeem promptly or irrevocably set aside for the redemption of, Senior Lien Obligations and to redeem promptly the LOAN, or (ii) to provide for part of the cost of additions to and betterments and extensions of the Utility.

CULTURAL AND HISTORIC RESOURCES PROTECTION

The RECIPIENT must comply with all requirements listed in Section 106 of the National Historic Preservation Act or Executive Order 05-05 prior to implementing any project that involves soil disturbing activity.

The RECIPIENT must conduct and submit a cultural resources survey or complete and submit an EZ-1 Form to the DEPARTMENT's project manager prior to any soil disturbing activities. The EZ-1 Form must be submitted to the DEPARTMENT's Project Manager at least eight weeks prior to the start of soil disturbing activity to prevent delays. The DEPARTMENT will contact the Department of Archaeology and Historic Preservation (DAHP) and affected tribes regarding the proposed project activities in order to fulfill Section 106 or Executive Order 05-05 requirements. Any prior communication between the RECIPIENT, the DAHP, and the tribes is not sufficient to meet requirements. Any mitigation measures as an outcome of this process will be requirements of this agreement.

Any soil disturbing activities that occur prior to the completion of the Section 106 or Executive Order 05-05 process will not be eligible for reimbursement. Activities associated with cultural resources review are grant eligible and reimbursable.

The Washington State Department of Archaeology and Historic Preservation provide guidance on-line.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this LOAN agreement.

Non-discrimination Provision. The RECIPIENT will not discriminate on the basis of race, color, national origin or sex in the performance of this LOAN agreement. The RECIPIENT will carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a

material breach of this LOAN agreement which may result in the termination of this contract or other legally available remedies.

The RECIPIENT will comply with all federal and state nondiscrimination laws, including, but not limited to Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this LOAN agreement may be rescinded, canceled, or terminated in whole or in part, and the RECIPIENT may be declared ineligible for further funding from the DEPARTMENT. The RECIPIENT will, however, be given a reasonable time in which to cure this noncompliance.

Fair Share Objective/Goals, 40 CFR, Part 33, Subpart D. If the dollar amount of this LOAN agreement or the total dollar amount of all of the RECIPIENT's financial assistance agreements in the current federal fiscal year from the Revolving Fund is over \$250,000, the RECIPIENT accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA by the **Office of Minority Women Business Enterprises** as follows:

Construction	10.00% MBE	6.00% WBE
Supplies	8.00% MBE	4.00% WBE
Services	10.00% MBE	4.00% WBE
Equipment	8.00% MBE	8.00% WBE

By signing this LOAN agreement the RECIPIENT is accepting the fair share objectives/goals stated above and attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as **Office of Minority Women Business Enterprises**.

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C. The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under this LOAN agreement. Records documenting compliance with the following six good faith efforts will be retained:

- 1) Ensuring Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources. *Qualified Women and Minority business enterprises may be found on the Internet at www.omwbe.wa.gov or by contacting the Washington State Office of Minority and Women's Enterprises at 360-704-1181.*
- 2) Making information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
- 3) Considering in the contracting process whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.

- 4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
- 5) Using services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6) If the prime contractor awards subcontracts, requiring the subcontractors to take the five good faith efforts in paragraphs 1 through 5 above.

MBE/WBE Reporting, 40 CFR, Part 33, Sections 33.302, 33.502 and 33.503. The RECIPIENT agrees to provide forms: EPA Form 6100-2 DBE Subcontractor Participation Form and EPA Form 6100-3 DBE Subcontractor Performance Form to all its DBE subcontractors, and EPA Form 6100-4 DBE Subcontractor Utilization Form to all its prime contractors. These forms may be obtained from the DEPARTMENT's Water Quality Program financial assistance website.

EPA Form 6100-2 – The RECIPIENT must document that this form was received by DBE subcontractor. DBE subcontractors may submit the completed form to the EPA Region 10 DBE coordinator in order to document issues or concerns with their usage or payment for a subcontract.

EPA Form 6100-3 – This form must be completed by DBE subcontractor(s), submitted with bid, and kept with the contract.

EPA Form 6100-4 – This form must be completed by the prime contractor, submitted with bid, and kept with the contract.

The RECIPIENT also agrees to submit the DEPARTMENT's MBE/WBE participation report - Form D with each payment request.

Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302. The RECIPIENT also agrees to ensure that recipients of identified loans also comply with provisions of 40CFR, Section 33.302. The RECIPIENT will include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this LOAN agreement.

“The Contractor will not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally available remedies.”

Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list will include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.

1. Entity's name with point of contact;
2. Entity's mailing address, telephone number, and e-mail address;
3. The procurement on which the entity bid or quoted, and when; and
4. Entity's status as an MBE/WBE or non-MBE/WBE.

EFFECTIVE DATE:

The effective date of this LOAN agreement is earliest date on which eligible costs can be incurred.

ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY:

RECIPIENTs will ensure that loan funds provided under this agreement for costs incurred in the development or purchase of EIT systems or products provide individuals with disabilities reasonable

accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7. Systems or products funded under this agreement must be designed to meet the diverse needs of users without barriers or diminished function or quality. Systems will include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology.

FACILITIES PROJECTS: DELIVERABLES (IF APPLICABLE)

Planning documents developed by the RECIPIENT must meet the requirements of Chapter 173-240 WAC, "Submission of Plans and Reports for Construction of Wastewater Facilities" and incorporate the State Environmental Review Process (SERP) review.

State Environmental Review Process (SERP) and Federal Cross-Cutters.

The RECIPIENT must comply with applicable SERP and federal cross cutting requirements. Costs incurred for construction activities prior to DEPARTMENT concurrence are not eligible for reimbursement.

Investment Grade Efficiency Audit (IGEA). For projects involving repair, replacement, or improvement of a wastewater treatment plant, or other public works facility for which an investment grade audit is obtainable, the RECIPIENT must undertake an investment grade audit. Costs incurred as part of the investment grade audit are eligible project costs.

Plans and Specifications. Plans and specifications developed by the RECIPIENT must be reviewed and approved by Water Quality Program staff of the DEPARTMENT and be consistent with:

1. Requirements stated in Chapter 173-240 WAC, "Submission of Plans and Reports for Construction of Wastewater Facilities," as related to plans and specifications.
2. Good engineering practices and generally recognized engineering standards, including, but not limited to, the most recent versions of the *State of Washington's Criteria for Sewage Works Design*, the *Stormwater Management Manual for Western Washington*, the *Stormwater Management Manual for Eastern Washington*, and the Washington State Department of Transportation *Hydraulics Manual*.
3. The approved facilities plan.
4. Other reports approved by the DEPARTMENT which pertain to the facilities design.

Specification Insert. The RECIPIENT will include the *Washington State Department of Ecology Water Pollution Control Revolving Fund Specifications Insert* as a special condition in the construction contract specifications. Contact the DEPARTMENT for the required specification inserts.

RECIPIENT Approval. The plans, specifications, construction contract documents, and addenda must be approved by the RECIPIENT prior to submittal for DEPARTMENT review.

Bid and Award Submittals (as applicable). The RECIPIENT will submit to the DEPARTMENT the following documents relating to bidding and award of any contract funded by this agreement:

1. A copy of the advertisement for bids.
2. A tabulation of all bids received, and a copy of the bid proposal from the successful bidder,
3. A copy of the Notice of Award, a copy of the executed contract, and a copy of the Notice to Proceed.

Construction Cost Estimate. The RECIPIENT will submit to the DEPARTMENT a current, updated, detailed construction cost estimate along with each plan/specification submittal. The project manager may request a spreadsheet in electronic file format.

Form of Plans. All construction plans submitted to the DEPARTMENT for review and approval will be reduced to no larger than 11" x 17" in size. They may, at the RECIPIENT's option, be bound with the specifications or related construction contract documents or bound as a separate document. All

reduced drawings must be completely legible. The project manager may request plans be submitted in either PDF or AutoCAD electronic format, and specifications in a searchable PDF or Microsoft Word electronic file. All PDF documents submitted will be at a resolution of 300 dpi or better.

DEPARTMENT Approval. The RECIPIENT will not proceed with any construction-related activities until the DEPARTMENT approves in writing all necessary plans and specifications.

Bids and Awards. DEPARTMENT approval of the plans, specifications, and construction documents authorizes the RECIPIENT to solicit bids and award the construction contract (or reject bids) without further DEPARTMENT authorization or approval. However, any additional costs resulting from successful bid protests or other claims due to improper bid solicitation and award procedures will not be considered eligible for LOAN participation.

Plan of Interim Operation. The RECIPIENT must update the plan of interim operation, as appropriate, throughout the PROJECT.

Construction Quality Assurance Plan. The RECIPIENT will submit to the DEPARTMENT a detailed construction quality assurance plan at least 30 days prior to the commencement of construction in compliance with WAC 173-240-075. This plan must describe how adequate and competent construction inspection will be provided for the PROJECT.

Construction Schedule. The RECIPIENT will submit to the DEPARTMENT a construction schedule within 30 days of the start of construction. The RECIPIENT will revise and update the construction schedule whenever major changes occur and resubmit the schedule to the DEPARTMENT. When changes in the construction schedule affect previous cash flow estimates, the RECIPIENT will also submit to the DEPARTMENT a revised cash flow projection. The project manager may request this schedule in an electronic file format.

Change Orders. Change orders that are a significant deviation from the approved plans/specifications must be submitted in writing for DEPARTMENT review and approval, prior to execution. The RECIPIENT will submit all other change orders to the DEPARTMENT within 30 days after execution.

The DEPARTMENT may approve, through formal amendment to this LOAN agreement, funding for change orders for up to five percent of the eligible portion of the low responsive responsible construction bid(s).

Adjusted Construction Budget. The construction budget, as reflected in the LOAN, will be adjusted once actual construction bids are received. If the low responsive responsible construction bid(s) exceed the engineer's estimate of construction costs, the DEPARTMENT may approve funding increases for up to ten percent of the engineer's original estimate. If the low responsive responsible construction bid(s) are lower than estimated the DEPARTMENT may reduce funding to reflect the low bid amount. The DEPARTMENT may also reassess the LOAN amount based on additional funding from other sources received by the RECIPIENT after negotiation of this LOAN agreement. All changes to the LOAN amount will be done by formal amendment to this LOAN agreement.

Record Drawings. Upon completion of construction, the RECIPIENT will provide the DEPARTMENT's Project Manager with a set of record drawings (i.e., record construction drawings which reflect changes, modifications, or other significant revisions made to the project during construction) in AutoCAD electronic format, and in reduced (11"x17") paper copy format.

Declaration of Construction Completion. Along with the set of record drawings, the RECIPIENT will provide certification in the form contained in WAC 173-240-095, signed by a professional engineer, indicating that the PROJECT was completed in accordance with the plans and specifications and major change orders approved by the DEPARTMENT.

Final Project Report. The RECIPIENT will complete and submit a Final Project Report upon completion of the PROJECT. A template is available on the DEPARTMENT's website.

Operations and Maintenance Manual. An Operations and Maintenance Manual (“O&M Manual”) will be prepared in conformance with WAC 173-240-080, “Operation and Maintenance Manual” or other applicable guidance and submitted to the DEPARTMENT for approval. The O&M Manual will be updated as necessary following start-up to reflect actual operating experience. The DEPARTMENT’s project manager may request the O&M Manual be submitted in either paper format, PDF format, Microsoft Word, or other electronic file format acceptable to the DEPARTMENT’s project manager. All PDF documents submitted will be at a resolution of 300 dpi or better.

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

In order to comply with the FFATA, the RECIPIENT must complete the Data Reporting Form (see Attachment 7 for further instructions) and return it to the DEPARTMENT. The DEPARTMENT will report basic agreement information, including the required DUNS number, for all federally-funded agreements at www.fsrs.gov. This information will be made available to the public at www.usaspending.gov. RECIPIENTS who do not have a DUNS number can find guidance at www.grants.gov. Please note that the DEPARTMENT will not sign this LOAN agreement until it has received the completed FFATA Data Collection Form. The RECIPIENT will submit this form electronically as well as provide a hard copy to the DEPARTMENT (see ATTACHMENT 7 for detailed instructions).

Any RECIPIENT that meets each of the criteria below must also report compensation for its five top executives, using the DEPARTMENT’s Federal Funding Accountability and Transparency Act (FFATA) Data Collection Form.

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

See www.fsrs.gov for details of this requirement. If your organization falls into this category, you must report the required information to Ecology.

FORCE ACCOUNT

Prior to using its own forces to accomplish eligible PROJECT work, the RECIPIENT must request DEPARTMENT approval. The request must include a dollar amount and general description of the force account work. The request must also include a certification that the RECIPIENT has the legal authority to perform the work and adequate and technically qualified staff to perform the work without compromising other government functions. The RECIPIENT agrees to track and report the force account work submitted to the DEPARTMENT for reimbursement.

FUNDING RECOGNITION

All site-specific projects must have a sign of sufficient size to be seen from nearby roadways acknowledging department financial assistance and left in place throughout the life of the project or facility. Department logos must be on all signs and documents. Logos will be provided as needed.

GROWTH MANAGEMENT PLANNING

The RECIPIENT certifies by signing this LOAN agreement that it is in compliance with the requirements of Chapter 36.70A RCW, “Growth Management—Planning by Selected Counties and Cities.” If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT will notify the DEPARTMENT in writing of this change within 30 days.

HOTEL AND MOTEL FIRE SAFETY ACT

The RECIPIENT agrees to ensure that all conference, meeting, convention, or training space funded in whole or part with federal funds, complies with the federal Hotel and Motel Fire Safety Act of 1990.

INCREASED OVERSIGHT (IF APPLICABLE)

The DEPARTMENT's Project Manager will establish a schedule for additional site visits to provide technical assistance to the RECIPIENT and verify progress or payment information.

LOAN REPAYMENT

Sources of LOAN Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the LOAN from the sources identified below and to perform and observe all of the other agreements and obligations on its part contained herein will be absolute and unconditional, and will not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the LOAN from the DEPARTMENT, the RECIPIENT agrees to comply with all of the covenants, agreements, and attachments contained herein.
2. For General Obligation. This LOAN is a General Obligation Debt of the RECIPIENT.
3. For General Obligation Payable from Special Assessments. This LOAN is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.
4. For Revenue-Secured; Lien Position. This LOAN is a Revenue-Secured Debt of the RECIPIENT's Utility. This LOAN will constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

In addition, if this LOAN is also secured by Utility Local Improvement Districts (ULID) Assessments, this LOAN will constitute a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.

5. Other Sources of Repayment. The RECIPIENT may repay any portion of the LOAN from any funds legally available to it.
6. Defeasance of the LOAN. So long as the DEPARTMENT will hold this LOAN, the RECIPIENT will not be entitled to, and will not affect, an economic Defeasance of the LOAN. The RECIPIENT will not advance refund the LOAN.

If the RECIPIENT defeases or advance refunds the LOAN, it will be required to use the proceeds thereof immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:

- (i) the LOAN Amount with interest
- (ii) any other obligations of the RECIPIENT to the DEPARTMENT under this LOAN agreement, unless in its sole discretion the DEPARTMENT finds that repayment from those additional sources would not be in the public interest.

Failure to repay the LOAN Amount plus interest within the time specified in the DEPARTMENT's notice to make such repayment will incur Late Charges and will be treated as a LOAN Default.

7. Refinancing or Early Repayment of the PROJECT. So long as the DEPARTMENT will hold this LOAN, the RECIPIENT will give the DEPARTMENT thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the LOAN.

Method and Conditions on Repayments

1. Semiannual Payments. Notwithstanding any other provision of this LOAN agreement, the first semiannual payment of principal and interest on this LOAN will be paid no later than one year after the PROJECT Completion Date or Initiation of Operation Date whichever comes first.

Equal payments will be due every six months thereafter.

If the due date for any semiannual payment falls on a Saturday, Sunday, or designated holiday for Washington State agencies, the payment will be due on the next business day for Washington State agencies.

Payments will be mailed to:

Department of Ecology
Cashiering Unit
P.O. Box 47611
Olympia WA 98504-7611

In lieu of mailing payments, electronic fund transfers can be arranged by working with the DEPARTMENT's Financial Manager.

No change to the amount of the semiannual principal and interest payments will be made without a formal amendment to this LOAN agreement. The RECIPIENT will continue to make semiannual payments based on this LOAN agreement until the amendment is effective, at which time the RECIPIENT's payments will be made pursuant to the amended LOAN agreement.

2. Late Charges. If any amount of the Final LOAN Amount or any other amount owed to the DEPARTMENT pursuant to this LOAN agreement remains unpaid after it becomes due and payable, the DEPARTMENT may assess a Late Charge. The Late Charge will be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.
3. Repayment Limitations. Repayment of the LOAN is subject to the following additional limitations, among others: those on Defeasance, refinancing and advance refunding, termination, and default and recovery of payments.
4. Prepayment of LOAN. So long as the DEPARTMENT will hold this LOAN, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the LOAN or any portion of the remaining unpaid principal balance of the LOAN Amount. Any prepayments on the LOAN will be applied first to any accrued interest due and then to the outstanding principal balance of the LOAN Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT will first contact the DEPARTMENT's Revenue/Receivable Manager of the Fiscal Office.

MODIFICATIONS TO AGREEMENT

No subsequent amendments to this LOAN agreement will be of any force or effect unless reduced to a writing and signed by authorized representatives of the RECIPIENT and the DEPARTMENT, and made part hereof, except:

Insubstantial modifications may be approved in writing by the Department's Project Manager without a formal amendment. Insubstantial changes include:

- LOAN agreement contact
- Contact for billing/invoice questions
- The DEPARTMENT'S Project Manager or Financial Manager

- Frequency and number of required submittals
- Budget allocations not affecting the total LOAN Amount
- Similar changes requested by the RECIPIENT

No amendment to this LOAN agreement will be effective until accepted or affirmed in writing by the DEPARTMENT. In no event will any oral agreement or oral commitment be effective to amend this LOAN agreement.

PAYMENT TO CONSULTANTS:

The RECIPIENT will ensure that loan funds provided under this agreement to reimburse for costs incurred by individual consultants(excluding overhead) is limited to the maximum daily rate for Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed. Contracts for services awarded using the procurement requirements in 40 CFR Parts 30 or 31, as applicable, are not affected by this limitation unless the terms of the contract provide the RECIPIENT with responsibility for the selection, direction, and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 40 CFR 30.27(b) or 40 CFR 31.36(j) for additional information.

PAYMENT REQUEST SUBMITTALS

Equipment Purchase

Equipment not included in a construction plans and specification approval must be pre-approved by the DEPARTMENT's project manager.

Requests for Reimbursement

Instructions for submitting payment requests are found in ADMINISTRATIVE REQUIREMENTS, PART IV available on the DEPARTMENT's website or in hard copy upon request.

1. Procedure. Payment requests will be submitted by the RECIPIENT to the Financial Manager and the Project Manager of the DEPARTMENT no more that once a month unless allowed by the DEPARTMENT's Financial Manager. The DEPARTMENT's Financial Manager may require the RECIPIENT to submit regular payment requests to ensure efficient and timely use of funds.
2. Cost Reimbursable Basis: Payments to the RECIPIENT will be made on a "reimbursable basis."
3. Documentation: Each request for payment will include back-up documentation of the eligible expenses being requested for reimbursement and a progress report.
4. Required Forms: Invoice voucher submittals will include (forms available on our website):
 - State of Washington Invoice Voucher Form A19-1A
 - Form B2 (ECY 060-7)
 - Form C2 (ECY 060-9)
 - Form D (ECY 060-11)
 - Progress Report Form
5. Period of Payment. Payments will only be made for eligible costs of the PROJECT pursuant to the LOAN agreement and performed after the effective date and prior to the expiration date of the LOAN agreement, unless those dates are specifically modified in this LOAN agreement.
6. Ineligible Costs. Payments will be made only for eligible PROJECT costs incurred and will not exceed the Estimated LOAN Amount. If any audit identifies LOAN funds which were

used to support ineligible costs, such funds may be immediately due and payable to the DEPARTMENT notwithstanding any provision to the contrary herein.

7. Overhead Costs. No payment for overhead costs in excess of 25 percent of salaries and benefits of the RECIPIENT will be allowed.
8. Certification. Each payment request will constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this LOAN agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the PROJECT or to repay the principal of or interest on the LOAN, have occurred since the date of this LOAN agreement. Any changes in the RECIPIENT's financial condition will be disclosed in writing to the DEPARTMENT by the RECIPIENT in its request for payment.

New Electronic System "Ecology Administration of Grants and Loans (EAGL)"

The DEPARTMENT is currently developing a web-based grant and loan management system. The DEPARTMENT will be transitioning to this new web-based system in the future. Once the transition has taken place payment requests and progress reports will be submitted electronically.

POST PROJECT ASSESSMENT SURVEY

The RECIPIENT agrees to participate in a brief survey regarding the key PROJECT results or water quality PROJECT outcomes and the status of long-term environmental results or goals from the PROJECT approximately three years after PROJECT completion. A representative from the DEPARTMENT's Water Quality Program will contact the RECIPIENT to request this data. The DEPARTMENT may also conduct site interviews and inspections, and may otherwise evaluate the PROJECT, as part of this assessment.

PREVAILING WAGE

Prevailing Wage (Davis-Bacon Act):

The RECIPIENT agrees, by signing this LOAN agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors will be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT will obtain the wage determination for the area in which the PROJECT is located prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation). These wage determinations will be incorporated into solicitations and any subsequent contracts. The RECIPIENT will ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and sub contracts in excess of \$2,000. The RECIPIENT will maintain records sufficient to document compliance with the Davis-Bacon Act, and make such records available for review upon request.

The RECIPIENT also agrees, by signing this LOAN agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the PROJECT involves "public work" and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and make such records available for review upon request.

PROCUREMENT

The RECIPIENT is responsible for procuring professional, personal, and other services using sound

business judgment and good administrative procedures. This includes issuance of invitation of bids, requests for proposals, selection of contractors, award of subagreements, and other related procurement matters. The RECIPIENT will follow State procurement laws.

PROGRESS REPORTS

The RECIPIENT will submit a progress report to the DEPARTMENT Financial Manager and Project Manager with each payment request or at least quarterly or such other schedule as set forth herein.

Quarterly reports will cover the periods:

January 1 through March 31

April 1 through June 30

July 1 through September 30

October 1 through December 31

Quarterly reports are due 15 days following the end of the quarter being reported. Payment requests will not be processed without a progress report. A progress report must be submitted at least quarterly even if no progress has occurred.

A Progress Report Form is available on the DEPARTMENT's website. At a minimum, all progress reports must contain the items outlined in the DEPARTMENT's Progress Report Form. The DEPARTMENT may request additional information as necessary.

The RECIPIENT will also report in writing to the DEPARTMENT any problems, delays, or adverse conditions which will materially affect its ability to meet PROJECT objectives or time schedules. This disclosure will be accompanied by a statement of the action taken or proposed and any assistance needed from the DEPARTMENT to resolve the situation.

New Electronic System "Ecology Administration of Grants and Loans (EAGL)"

The DEPARTMENT is currently developing a web-based grant and loan management system. The DEPARTMENT will be transitioning to this new web-based system in the future. Once the transition has taken place payment requests and progress reports will be submitted electronically.

REPRESENTATIONS AND WARRANTIES

The RECIPIENT represents and warrants to the DEPARTMENT as follows:

A. Existence; Authority.

It is a duly formed and legally existing municipal corporation or political subdivision of the state of Washington or a federally recognized Indian tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this LOAN agreement and to undertake the PROJECT identified herein.

B. Application; Material Information.

All information and materials submitted by the RECIPIENT to the DEPARTMENT in connection with its LOAN application were, when made, and are, as of the date the RECIPIENT executes this LOAN agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the PROJECT, the LOAN, or this LOAN agreement known to the RECIPIENT which has not been disclosed in writing to the DEPARTMENT.

C. Litigation; Authority.

No litigation is now pending or, to the RECIPIENT'S knowledge, threatened, seeking to restrain, or enjoin:

- (i) the execution of this LOAN agreement; or
- (ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of ULID Assessments therein pledged to pay the principal of and interest on the LOAN (for revenue secured lien obligations); or

- (iii) the levy and collection of the taxes pledged to pay the principal of and interest on the LOAN (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or
- (iii) in any manner questioning the proceedings and authority under which the LOAN agreement, the LOAN, or the PROJECT are authorized. Neither the corporate existence or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this LOAN agreement has been repealed, revoked, or rescinded.

D. Not an Excess Indebtedness

For LOANS secured with a general obligation pledge or a general obligation pledge on special assessments: The RECIPIENT agrees that this LOAN agreement and the LOAN to be made do not create an indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations.

E. Due Regard

For LOANS secured with a Revenue Obligation: The RECIPIENT has exercised due regard for Maintenance and Operation Expense and the debt service requirements of the Senior Lien Obligations and any other outstanding obligations pledging the Gross Revenue of the Utility, and it has not obligated itself to set aside and pay into the LOAN Fund a greater amount of the Gross Revenue of the Utility than, in its judgment, will be available over and above such Maintenance and Operation Expense and those debt service requirements.

TERMINATION AND DEFAULT; REMEDIES

A. Termination and Default Events

1. For Insufficient DEPARTMENT or RECIPIENT Funds. This LOAN agreement may be terminated by the DEPARTMENT for insufficient DEPARTMENT or RECIPIENT funds.
2. For Failure to Commence Work. This LOAN agreement may be terminated by the DEPARTMENT for failure of the RECIPIENT to commence PROJECT work.
3. Past Due Payments. The RECIPIENT will be in default of its obligations under this LOAN agreement when any LOAN repayment becomes 60 days past due.
4. Other Cause. The obligation of the DEPARTMENT to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all of its obligations under this LOAN agreement. The RECIPIENT will be in default of its obligations under this LOAN agreement if, in the opinion of the DEPARTMENT, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this LOAN agreement.

B. Procedures for Termination

If this LOAN agreement is terminated prior to PROJECT completion, the DEPARTMENT will provide to the RECIPIENT a written notice of termination at least five working days prior to the effective date of termination (the "Termination Date"). The written notice of termination by the DEPARTMENT will specify the Termination Date and, when applicable, the date by which the RECIPIENT must repay any outstanding balance of the LOAN and all accrued interest (the "Termination Payment Date").

C. Termination and Default Remedies

1. No Further Payments. On and after the Termination Date, or in the event of a default event, the DEPARTMENT may, in its sole discretion, withdraw the LOAN and make no further payments under this LOAN agreement.
2. Repayment Demand. In response to a DEPARTMENT initiated termination event, or in response to a LOAN default event, the DEPARTMENT may in its sole discretion demand that the RECIPIENT repay the outstanding balance of the LOAN Amount and all accrued

interest.

3. Interest after Repayment Demand. From the time that the DEPARTMENT demands repayment of funds, amounts owed by the RECIPIENT to the DEPARTMENT will accrue additional interest at the rate of one percent per month, or fraction thereof.
4. Accelerate Repayments. In the event of a default, the DEPARTMENT may in its sole discretion declare the principal of and interest on the LOAN immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligations upon the Net Revenue. Repayments not made immediately upon such acceleration will incur Late Charges.
5. Late Charges. All amounts due to the DEPARTMENT and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, will incur Late Charges.
6. Intercept State Funds. In the event of a default event and in accordance with RCW 90.50A.060, "Defaults," any state funds otherwise due to the RECIPIENT may, in the DEPARTMENT's sole discretion, be withheld and applied to the repayment of the LOAN.
7. Property to DEPARTMENT. In the event of a default event and at the option of the DEPARTMENT, any property (equipment and land) acquired under this LOAN agreement may, in the DEPARTMENT's sole discretion, become the DEPARTMENT's property. In that circumstance, the RECIPIENT's liability to repay money will be reduced by an amount reflecting the fair value of such property.
8. Documents and Materials. If this LOAN agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT will, at the option of the DEPARTMENT, become DEPARTMENT property. The RECIPIENT will be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.
9. Collection and Enforcement Actions. In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by the RECIPIENT, under this LOAN agreement.
10. Fees and Expenses. In any action to enforce the provisions of this LOAN agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff) will be awarded to the prevailing party as that term is defined in RCW 4.84.330, "Actions on contract or lease . . .—Waiver prohibited."
11. Damages. Notwithstanding the DEPARTMENT's exercise of any or all of the termination or default remedies provided in this LOAN agreement, the RECIPIENT will not be relieved of any liability to the DEPARTMENT for damages sustained by the DEPARTMENT and/or the state of Washington because of any breach of this LOAN agreement by the RECIPIENT. The DEPARTMENT may withhold payments for the purpose of setoff until such time as the exact amount of damages due the DEPARTMENT from the RECIPIENT is determined.

ATTACHMENT 5: AGREEMENT DEFINITIONS

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this LOAN agreement:

“Administrative Requirements” means the effective edition of DEPARTMENT's ADMINISTRATIVE REQUIREMENTS FOR ECOLOGY GRANTS AND LOANS at the signing of this LOAN.

“Annual Debt Service” for any calendar year means for any applicable bonds or loans including the LOAN, all interest plus all principal due on such bonds or loans in such year.

“Average Annual Debt Service” means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the LOAN to the last scheduled maturity of the LOAN divided by the number of those years.

“Contract Documents” means the contract between the RECIPIENT and the construction contractor for construction of the PROJECT.

“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water quality problem as described in WAC 173-98-730.

“Defease” or **“Defeasance”** means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

“DEPARTMENT” means the state of Washington, Department of Ecology, or any successor agency or department.

“Estimated LOAN Amount” means the initial amount of funds loaned to the RECIPIENT.

“Final LOAN Amount” means all principal of and interest on the LOAN from the PROJECT Start Date through the PROJECT Completion Date.

“General Obligation Debt” means an obligation of the RECIPIENT secured by annual *ad valorem* taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

“General Obligation Payable from Special Assessments Debt” means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the LOAN Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defease or

refund Utility obligations or (B) in an obligation redemption fund or account other than the LOAN Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

“Guidelines” means the DEPARTMENT's Funding Guidelines that correlate to the State Fiscal Year in which the PROJECT is funded.

“Initiation of Operation Date” is the actual date the Water Pollution Control Facility financed with proceeds of the LOAN begins to operate for its intended purpose.

“LOAN” means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this LOAN agreement.

“LOAN Amount” means either an Estimated LOAN Amount or a Final LOAN Amount, as applicable.

“LOAN Fund” means the special fund of that name created by ordinance or resolution of the RECIPIENT for the repayment of the principal of and interest on the LOAN.

“Maintenance and Operation Expense” means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

“Net Revenue” means the Gross Revenue less the Maintenance and Operation Expense.

“Principal and Interest Account” means, for a LOAN that constitutes Revenue-Secured Debt, the account of that name created in the LOAN Fund to be first used to repay the principal of and interest on the LOAN.

“PROJECT” means the PROJECT described in this LOAN agreement.

“PROJECT Completion Date” is the date specified in the LOAN agreement as that on which the Scope of Work will be fully completed.

“PROJECT Schedule” is that schedule for the PROJECT specified in the LOAN agreement.

“Reserve Account” means, for a LOAN that constitutes Revenue-Secured Debt, the account of that name created in the LOAN Fund to secure the payment of the principal of and interest on the LOAN.

“Revenue-Secured Debt” means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

“Scope of Work” means the tasks and activities constituting the PROJECT.

“Senior Lien Obligations” means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this LOAN agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this LOAN

agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the LOAN, subject only to Maintenance and Operation Expense.

“State Water Pollution Control Revolving Fund (Revolving Fund)” means the water pollution control revolving fund established by RCW 90.50A.020.

“Termination Date” means the effective date of the DEPARTMENT’s termination of the LOAN agreement.

“Termination Payment Date” means the date on which the RECIPIENT is required to repay to the DEPARTMENT any outstanding balance of the LOAN and all accrued interest.

“Total Eligible PROJECT Cost” means the sum of all costs associated with a water quality project that have been determined to be eligible for DEPARTMENT grant or loan funding.

“Total PROJECT Cost” means the sum of all costs associated with a water quality project, including costs that are not eligible for DEPARTMENT grant or loan funding.

“ULID” means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

“ULID Assessments” means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the LOAN Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

“Utility” means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the LOAN.

(Revised September 2007)

ATTACHMENT 6: LOAN GENERAL TERMS AND CONDITIONS
PERTAINING TO GRANT AND LOAN AGREEMENTS OF
THE DEPARTMENT OF ECOLOGY

A. RECIPIENT PERFORMANCE

All activities for which grant/LOAN Funds are to be used shall be accomplished by the RECIPIENT and RECIPIENT's employees. The RECIPIENT shall only use contractor/consultant assistance if that has been included in the LOAN agreement's final scope of work and budget.

B. SUBGRANTEE/CONTRACTOR COMPLIANCE

The RECIPIENT must ensure that all subgrantees and contractors comply with the terms and conditions of this LOAN agreement.

C. THIRD PARTY BENEFICIARY

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

D. CONTRACTING FOR SERVICES (BIDDING)

Contracts for construction, purchase of equipment and professional architectural and engineering services shall be awarded through a competitive process, if required by State law. RECIPIENT shall retain copies of all bids received and contracts awarded, for inspection and use by the DEPARTMENT.

E. ASSIGNMENTS

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

F. COMPLIANCE WITH ALL LAWS

1. The RECIPIENT shall comply fully with all applicable Federal, State and local laws, orders, regulations and permits. Prior to commencement of any construction, the RECIPIENT shall secure the necessary approvals and permits required by authorities having jurisdiction over the project, provide assurance to the DEPARTMENT that all approvals and permits have been secured, and make copies available to the DEPARTMENT upon request.
2. Discrimination. The DEPARTMENT and the RECIPIENT agree to be bound by all Federal and State laws, regulations, and policies against discrimination. The RECIPIENT further agrees to affirmatively support the program of the Office of Minority and Women's Business Enterprises to the maximum extent possible. If the LOAN agreement is federally-funded, the RECIPIENT shall report to the DEPARTMENT the percent of grant/LOAN Funds available to women or minority owned businesses.

3. Wages and Job Safety. The RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
4. Industrial Insurance. The RECIPIENT certifies full compliance with all applicable state industrial insurance requirements. If the RECIPIENT fails to comply with such laws, the DEPARTMENT shall have the right to immediately terminate this LOAN agreement for cause as provided in Section K.1, herein.

G. KICKBACKS

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

H. AUDITS AND INSPECTIONS

1. The RECIPIENT shall maintain complete program and financial records relating to this LOAN agreement. Such records shall clearly indicate total receipts and expenditures by fund source and task or object. All grant/loan records shall be kept in a manner which provides an audit trail for all expenditures. All records shall be kept in a common file to facilitate audits and inspections.

Engineering documentation and field inspection reports of all construction work accomplished under this LOAN agreement shall be maintained by the RECIPIENT.
2. All grant/loan records shall be open for audit or inspection by the DEPARTMENT or by any duly authorized audit representative of the State of Washington for a period of at least three years after the final grant payment/loan repayment or any dispute resolution hereunder. If any such audits identify discrepancies in the financial records, the RECIPIENT shall provide clarification and/or make adjustments accordingly.
3. All work performed under this LOAN agreement and any equipment purchased, shall be made available to the DEPARTMENT and to any authorized state, federal or local representative for inspection at any time during the course of this LOAN agreement and for at least three years following grant/loan termination or dispute resolution hereunder.
4. RECIPIENT shall meet the provisions in OMB Circular A-133 (Audits of States, Local Governments & Non Profit Organizations), including the compliance Supplement to OMB Circular A-133, if the RECIPIENT expends \$500,000 or more in a year in Federal funds. The \$500,000 threshold for each year is a cumulative total of all federal funding from all sources. The RECIPIENT must forward a copy of the audit along with the RECIPIENT'S response and the final corrective action plan to the DEPARTMENT within ninety (90) days of the date of the audit report.

I. PERFORMANCE REPORTING

The RECIPIENT shall submit progress reports to the DEPARTMENT with each payment request or such other schedule as set forth in the Special Conditions. The RECIPIENT shall also report in writing to the DEPARTMENT any problems, delays or adverse conditions which will materially affect their ability to meet project objectives or time schedules. This disclosure shall be accompanied by a statement of the action taken or proposed and any assistance needed from the DEPARTMENT to resolve the situation. Payments may be withheld if required progress reports are not submitted. Quarterly reports shall cover the periods January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be due within thirty (30)

days following the end of the quarter being reported.

J. COMPENSATION

1. Method of compensation. Payment shall normally be made on a reimbursable basis as specified in the LOAN agreement and no more often than once per month. Each request for payment will be submitted by the RECIPIENT on State voucher request forms provided by the DEPARTMENT along with documentation of the expenses. Payments shall be made for each task/phase of the project, or portion thereof, as set out in the Scope of Work when completed by the RECIPIENT and approved as satisfactory by the Project Officer. The payment request form and supportive documents must itemize all allowable costs by major elements as described in the Scope of Work.

Instructions for submitting the payment requests are found in "Administrative Requirements for Ecology Grants and Loans", part IV, published by the DEPARTMENT. A copy of this document shall be furnished to the RECIPIENT. When payment requests are approved by the DEPARTMENT, payments will be made to the mutually agreed upon designee. Payment requests shall be submitted to the DEPARTMENT and directed to the Project Officer assigned to administer this LOAN agreement.

2. Period of Compensation. Payments shall only be made for actions of the RECIPIENT pursuant to the grant/LOAN agreement and performed after the effective date and prior to the expiration date of this LOAN agreement, unless those dates are specifically modified in writing as provided herein.
3. Final Request(s) for Payment. The RECIPIENT should submit final requests for compensation within forty-five (45) days after the expiration date of this LOAN agreement and within fifteen (15) days after the end of a fiscal biennium. Failure to comply may result in delayed reimbursement.
4. Performance Guarantee. The DEPARTMENT may withhold an amount not to exceed ten percent (10%) of each reimbursement payment as security for the RECIPIENT's performance. Monies withheld by the DEPARTMENT may be paid to the RECIPIENT when the project(s) described herein, or a portion thereof, have been completed if, in the DEPARTMENT's sole discretion, such payment is reasonable and approved according to this LOAN agreement and, as appropriate, upon completion of an audit as specified under section J.5. herein.
5. Unauthorized Expenditures. All payments to the RECIPIENT may be subject to final audit by the DEPARTMENT and any unauthorized expenditure(s) charged to this grant/loan shall be refunded to the DEPARTMENT by the RECIPIENT.
6. Mileage and Per Diem. If mileage and per diem are paid to the employees of the RECIPIENT or other public entities, it shall not exceed the amount allowed under state law for state employees.
7. Overhead Costs. No reimbursement for overhead costs shall be allowed unless provided for in the Scope of Work hereunder.

K. TERMINATION

1. For Cause. The obligation of the DEPARTMENT to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this LOAN agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of the DEPARTMENT, to perform any obligation required of it by this LOAN agreement, the DEPARTMENT may refuse to pay any further funds there under and/or terminate this LOAN agreement by giving written notice of termination.

A written notice of termination shall be given at least five working days prior to the effective date of termination. In that event, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT under this LOAN agreement, at the option of the DEPARTMENT, shall become Department property and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

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

2. **Insufficient Funds.** The obligation of the DEPARTMENT to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. When this LOAN agreement crosses over state fiscal years the obligation of the DEPARTMENT is contingent upon the appropriation of funds during the next fiscal year. The failure to appropriate or allot such funds shall be good cause to terminate this LOAN agreement as provided in paragraph K.1 above.

When this LOAN agreement crosses the RECIPIENT's fiscal year, the obligation of the RECIPIENT to continue or complete the project described herein shall be contingent upon appropriation of funds by the RECIPIENT's governing body; provided, however, that nothing contained herein shall preclude the DEPARTMENT from demanding repayment of ALL funds paid to the RECIPIENT in accordance with Section O herein.

3. **Failure to Commence Work.** In the event the RECIPIENT fails to commence work on the project funded herein within four months after the effective date of this LOAN agreement, or by any date agreed upon in writing for commencement of work, the DEPARTMENT reserves the right to terminate this LOAN agreement.

L. WAIVER

Waiver of any RECIPIENT default is not a waiver of any subsequent default. Waiver of a breach of any provision of this LOAN agreement is not a waiver of any subsequent breach and will not be construed as a modification of the terms of this LOAN agreement unless stated as such in writing by the authorized representative of the DEPARTMENT.

M. PROPERTY RIGHTS

1. **Copyrights and Patents.** When the RECIPIENT creates any copyrightable materials or invents any patentable property, the RECIPIENT may copyright or patent the same but the DEPARTMENT retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover or otherwise use the material(s) or property and to authorize others to use the same for federal, state or local government purposes. Where federal funding is involved, the federal government may have a proprietary interest in patent rights to any inventions that are developed by the RECIPIENT as provided in 35 U.S.C. 200-212.
2. **Publications.** When the RECIPIENT or persons employed by the RECIPIENT use or publish information of the DEPARTMENT; present papers, lectures, or seminars involving information supplied by the DEPARTMENT; use logos, reports, maps or other data, in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to the DEPARTMENT.

3. **Tangible Property Rights.** The DEPARTMENT's current edition of "Administrative Requirements for Ecology Grants and Loans", Part V, shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by the DEPARTMENT in the absence of state, federal statute(s), regulation(s), or policy(s) to the contrary or upon specific instructions with respect thereto in the Scope of Work.
4. **Personal Property Furnished by the DEPARTMENT.** When the DEPARTMENT provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to the DEPARTMENT prior to final payment by the DEPARTMENT. If said property is lost, stolen or damaged while in the RECIPIENT's possession, the DEPARTMENT shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
5. **Acquisition Projects.** The following provisions shall apply if the project covered by this LOAN agreement includes funds for the acquisition of land or facilities:
 - a. Prior to disbursement of funds provided for in this LOAN agreement, the RECIPIENT shall establish that the cost of land/or facilities is fair and reasonable.
 - b. The RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this LOAN agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses contemplated by this LOAN agreement.
6. **Conversions.** Regardless of the contract termination date shown on the cover sheet, the RECIPIENT shall not at any time convert any equipment, property or facility acquired or developed pursuant to this LOAN agreement to uses other than those for which assistance was originally approved without prior written approval of the DEPARTMENT. Such approval may be conditioned upon payment to the DEPARTMENT of that portion of the proceeds of the sale, lease or other conversion or encumbrance which monies granted pursuant to this LOAN agreement bear to the total acquisition, purchase or construction costs of such property.

N. SUSTAINABLE PRODUCTS

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is encouraged to implement sustainable practices where and when possible. These practices include use of clean energy, and purchase and use of sustainably produced products (e.g., recycled paper). For more information, see <http://www.ecy.wa.gov/sustainability/>.

O. RECOVERY OF PAYMENTS TO RECIPIENT

The right of the RECIPIENT to retain monies paid to it as reimbursement payments is contingent upon satisfactory performance of this LOAN agreement including the satisfactory completion of the project described in the Scope of Work. In the event the RECIPIENT fails, for any reason, to perform obligations required of it by this LOAN agreement, the RECIPIENT may, at the DEPARTMENT's sole discretion, be required to repay to the DEPARTMENT all grant/LOAN Funds disbursed to the RECIPIENT for those parts of the project that are rendered worthless in the opinion of the DEPARTMENT by such failure to perform.

Interest shall accrue at the rate of twelve percent (12%) per year from the time the DEPARTMENT demands repayment of funds. If payments have been discontinued by the DEPARTMENT due to insufficient funds as in Section K.2 above, the RECIPIENT shall not be obligated to repay monies

which had been paid to the RECIPIENT prior to such termination. Any property acquired under this AGREEMENT, at the option of the DEPARTMENT, may become the DEPARTMENT'S property and the RECIPIENT'S liability to repay monies shall be reduced by an amount reflecting the fair value of such property.

P. PROJECT APPROVAL

The extent and character of all work and services to be performed under this LOAN agreement by the RECIPIENT shall be subject to the review and approval of the DEPARTMENT through the Project Officer or other designated official to whom the RECIPIENT shall report and be responsible. In the event there is a dispute with regard to the extent and character of the work to be done, the determination of the Project Officer or other designated official as to the extent and character of the work to be done shall govern. The RECIPIENT shall have the right to appeal decisions as provided for below.

Q. DISPUTES

Except as otherwise provided in this LOAN agreement, any dispute concerning a question of fact arising under this LOAN agreement which is not disposed of in writing shall be decided by the Project Officer or other designated official who shall provide a written statement of decision to the RECIPIENT. The decision of the Project Officer or other designated official shall be final and conclusive unless, within thirty days from the date of receipt of such statement, the RECIPIENT mails or otherwise furnishes to the Director of the DEPARTMENT a written appeal. In connection with appeal of any proceeding under this clause, the RECIPIENT shall have the opportunity to be heard and to offer evidence in support of this appeal. The decision of the Director or duly authorized representative for the determination of such appeals shall be final and conclusive. Appeals from the Director's determination shall be brought in the Superior Court of Thurston County. Review of the decision of the Director will not be sought before either the Pollution Control Hearings Board or the Shoreline Hearings Board. Pending final decision of dispute hereunder, the RECIPIENT shall proceed diligently with the performance of this LOAN agreement and in accordance with the decision rendered.

R. CONFLICT OF INTEREST

No officer, member, agent, or employee of either party to this LOAN agreement who exercises any function or responsibility in the review, approval, or carrying out of this LOAN agreement, shall participate in any decision which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is, directly or indirectly interested; nor shall he/she have any personal or pecuniary interest, direct or indirect, in this LOAN agreement or the proceeds thereof.

S. INDEMNIFICATION

1. The DEPARTMENT shall in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.
2. To the extent that the Constitution and laws of the State of Washington permit, each party shall indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this LOAN agreement.

T. GOVERNING LAW

This LOAN agreement shall be governed by the laws of the State of Washington.

U. SEVERABILITY

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

V. PRECEDENCE

In the event of inconsistency in this LOAN agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable Federal and State statutes and regulations; (b) Scope of Work; (c) Special Terms and Conditions; (d) Any terms incorporated herein by reference including the "Administrative Requirements for Ecology Grants and Loans"; and (e) the General Terms and Conditions.

W. SUSPENSION

The obligation of the DEPARTMENT to make payments is contingent on the availability of funds. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this agreement, the DEPARTMENT may elect to renegotiate the agreement subject to new funding limitations and conditions or terminate the agreement, in whole or part. The DEPARTMENT may also elect to suspend performance of the agreement until such time as the DEPARTMENT determines that the funding insufficiency is resolved in lieu of terminating the agreement. The DEPARTMENT will provide written notice to RECIPIENT if funding is not available.

SS-010 Rev. 04/04

**ATTACHMENT 7: THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) & EPA DATA REPORTING SHEET (DATA REPORTING SHEET)**

Instructions

The RECIPIENT is required to complete and submit the Data Reporting Sheet to the DEPARTMENT as ATTACHMENT 7 of this LOAN agreement. The information provided in the Data Reporting Sheet 1) fulfills the FFATA reporting requirements (see FFATA Reporting Requirements, ATTACHMENT 4); and 2) gathers additional information required to be reported to the Environmental Protection Agency (EPA)

The RECIPIENT will:

- 1. Access the Data Reporting Sheet Form on the DEPARTMENT's Water Quality Program financial management website.*
- 2. Fill out the form completely, including compensation information (if all FFATA criteria are met).*
- 3. Print a copy of the completed form.*
- 4. Get the appropriate signature on the form and submit as ATTACHMENT 7 of this LOAN agreement.*
- 5. Send the electronic copy to the DEPARTMENT's Project Manager and Financial Manager.*



**Clean Water State Revolving Fund
Federal Funding and Transparency Act (FFATA)
&
EPA Data Reporting Sheet (Data Reporting Sheet)**

General Project Information

Loan Agreement Number:

Project Title: **Cannon Hill Pond Retrofit**

Name of Recipient Organization: **City of Spokane**

Recipient's Project Manager Contact Information (Name, Address, Telephone, Email):

Marcia Davis

808 W Spokane Falls Boulevard, Spokane, WA, 99202

509-625-6398

mdavis@spokanecity.org

Ecology Project Contacts:

Project Manager:

Financial Manager:

Project Start Date: **July 2013**

Anticipated Project Completion Date: **December 2016**

Anticipated Initiation of Operation Date (if applicable): **December 2016**

Total Project Cost: **\$651,000**

Total Committed Ecology Loan Funding: **\$651,000**

NOTE: Guidance document for the questions below can be found at:

<http://www.ecy.wa.gov/programs/wq/funding/GrantLoanMgmtDocs/GuidanceSRFInitialReport.doc>

Project Details

Categories for the Project (choose all that are involved in the scope of work of this project. And the percentage, by cost, of the project work involved in each of those categories.) (See Guidance document for the Category descriptions):

☐ Planning and Design Only

Wastewater Treatment Works Categories

☐ Category I %
☐ Category II %

**Clean Water State Revolving Fund
Federal Funding and Transparency Act (FFATA)
&
EPA Data Reporting Sheet (Data Reporting Sheet)**

<input type="checkbox"/> Category IIIA	%
<input type="checkbox"/> Category IIIB	%
<input type="checkbox"/> Category IVA	%
<input type="checkbox"/> Category IVB	%
<input type="checkbox"/> Category V	%
<input type="checkbox"/> Category VI	%
<input type="checkbox"/> Category X	%

Nonpoint Source Categories

<input type="checkbox"/> Category VII-A	%
<input type="checkbox"/> Category VII-B	%
<input type="checkbox"/> Category VII-C	%
<input type="checkbox"/> Category VII-D	%
<input type="checkbox"/> Category VII-E	%
<input type="checkbox"/> Category VII-F	%
<input type="checkbox"/> Category VII-G	%
<input type="checkbox"/> Category VII-H	%
<input type="checkbox"/> Category VII-I	%
<input type="checkbox"/> Category VII-J	%
<input checked="" type="checkbox"/> Category VII-K	100%
<input type="checkbox"/> Category VII-L	%

Population Served by the Recipient Organization:
208,916

Population Served by the Project (Nonpoint/Activity projects skip this question):
208,916

Population Served by the total System (Nonpoint/Activity projects skip this question):
208,916

Wastewater Volume (Design Flow) for the Project, (in Millions of Gallons per Day, MGD)
(Nonpoint/Activity projects skip this question):

Wastewater Volume (Design Flow) for the total System, (in Millions of Gallons per Day, MGD)
(Nonpoint/Activity projects skip this question):

Check all that this project involves:

- ☐ Ocean Outfall
- ☐ Estuary/Coastal Bay
- ☐ Wetland
- ☒ Surface Water (Stream, River, Lake)
- ☐ Groundwater
- ☐ Land Application
- ☐ Eliminates Discharge
- ☐ Involves No Change in Discharge

**Clean Water State Revolving Fund
Federal Funding and Transparency Act (FFATA)
&
EPA Data Reporting Sheet (Data Reporting Sheet)**

- ☐ Discharge is Seasonal
☐ No Discharge Involved

National Pollutant Discharge Elimination System (NPDES) Permit number (if applicable):
WA-002447-3

Other Permit (as applicable), such as State Discharge permit, Phase I/Phase II Stormwater permit, etc
Enter the type of permit and its number:

Type: **Number:**

Name of the most primary Receiving Waterbody (if applicable):
Cannon Hill Pond

For Facility projects, identify the Latitude and Longitude (in Decimal Degrees) of the facility by its outfall location, or where it is impacting the primary Receiving Waterbody:

Latitude: 47.637721 Longitude: -117.421253

Primary Receiving Waterbody's Federal NHD 12-Digit HUC Code: **170103050402**
(Important EPA reporting element. The following Internet page will allow you to drag over to Washington State and double-click to zoom in and locate the 12 digit HUC code for the area where the project is located:
<http://viewer.nationalmap.gov/viewer/nhd.html?p=nhd>)

Contribution to Water Quality

(Please choose only one) - Project contributes to water quality

- ☒ Improvement
☐ Maintenance

(Please choose only one) – Project will allow the system to

- ☐ Achieve Compliance
☐ Maintain Compliance
☒ Progress Toward Achieving Compliance
☐ Not Applicable (for Nonpoint projects)

(Please choose only one) – The primary affected waterbody is

- ☐ Meeting Standards
☒ Impaired
☐ Threatened
☐ Not Yet Assessed

(Please choose only one) – Project allows the system to address

- ☒ Existing TMDL
☐ Projected TMDL

**Clean Water State Revolving Fund
Federal Funding and Transparency Act (FFATA)
&
EPA Data Reporting Sheet (Data Reporting Sheet)**

☐ Watershed Management Plan

**Clean Water State Revolving Fund
Federal Funding and Transparency Act (FFATA)
&
EPA Data Reporting Sheet (Data Reporting Sheet)**

Designated Surface Water Uses This Project Helps Protect or Restore

Identify the Designated Surface Water Uses, Other Uses, and Outcomes that this project helps to protect or restore. If the project maintains or improves water quality, or if it increases effluent loadings but meets its permit, it contributes to **protection** of the uses you find when matching pollutants. If the project reduces loadings of a pollutant that is impairing a designated use (303(d) list), the project contributes to **restoration** of that use.

Select all applicable Uses and Outcomes (and if the project is Protecting it or Restoring it), and identify which one is the Primary one that the project is intended to protect or restore (check only one of them as the Primary):

☐ **Water Supply - Domestic**

- ☐ Protect
- ☐ Restore
- ☐ **Primary**

☐ **Water Supply - Industrial**

- ☐ Protect
- ☐ Restore
- ☐ **Primary**

☐ **Water Supply – Agricultural/Stock Watering**

- ☐ Protect
- ☐ Restore
- ☐ **Primary**

☐ **Salmonid Migration, Growth, and Harvesting**

- ☐ Protect
- ☐ Restore
- ☐ **Primary**

☐ **Other Fish Migration, Growth, and Harvesting**

- ☐ Protect
- ☐ Restore
- ☐ **Primary**

☐ **Clam, Oyster, and Mussel Growth and Harvesting**

- ☐ Protect
- ☐ Restore
- ☐ **Primary**

☐ **Crustaceans/Other Shellfish Growth and Harvesting**

- ☐ Protect
- ☐ Restore
- ☐ **Primary**

☐ **Wildlife Habitat**

- ☐ Protect
- ☐ Restore
- ☐ **Primary**

**Clean Water State Revolving Fund (Revolving Fund)
Federal Funding and Transparency Act (FFATA)
&
EPA Data Reporting Sheet (Data Reporting Sheet)**

☐ **Primary Contact Recreation**

- ☐ Protect
- ☐ Restore
- ☐ **Primary**

☐ **Secondary Contact Recreation, Boating**

- ☐ Protect
- ☐ Restore
- ☐ **Primary**

☐ **Aesthetic Enjoyment**

- ☐ Protect
- ☐ Restore
- ☐ **Primary**

☐ **Commerce and Navigation**

- ☐ Protect
- ☐ Restore
- ☐ **Primary**

☒ **Infrastructure Improvement**

- ☒ Protect
- ☐ Restore
- ☐ **Primary**

☐ **Regionalization/Consolidation**

- ☐ Protect
- ☐ Restore
- ☐ **Primary**

☐ **Water Reuse/Recycling/Conservation**

- ☒ Protect
- ☐ Restore
- ☐ **Primary**

☒ **Groundwater Protection**

- ☒ Protect
- ☐ Restore
- ☒ **Primary**

☐ **Drinking Water Supply**

- ☒ Protect
- ☐ Restore
- ☐ **Primary**

☐ **Other Public Health/Pathogen Reduction**

- ☐ Protect
- ☐ Restore
- ☐ **Primary**

**Clean Water State Revolving Fund (Revolving Fund)
Federal Funding and Transparency Act (FFATA)
&
EPA Data Reporting Sheet (Data Reporting Sheet)**

Revolving Fund funding requires compliance with the Federal Funding Accountability and Transparency Act by both Ecology and recipients of Revolving Fund funding. The purpose of the Transparency Act is to make information available online for the public to see how recipients are spending federal funds. One key requirement is for your organization to have a Data Universal Numbering System (DUNS) number and to supply it via the FFATA reporting process. If you do not already have one, you may get a DUNS number free of charge by contacting Dun and Bradstreet at www.dnb.com.

Revolving Fund Loan Agreement Number: L_____

Recipient Information

1. Legal Name City of Spokane	2. DUNS Number 829976377																		
3. Address of Principle Place of Performance 808 W Spokane Falls Blvd																			
3a. City Spokane	3b. State WA																		
3c. Zip+4 99201-3334	3d. Country United States																		
<p>4. In the preceding fiscal year did your organization:</p> <ul style="list-style-type: none"> a. Receive 80% or more of annual gross revenue from federal contracts, subcontracts, grants, loans, subgrants, and/or cooperative agreements; and b. \$25,000,000 or more in annual gross revenues from federal contracts, subcontracts, grants, loans, subgrants, and/or cooperative agreements; and c. The public does not have access to information about the compensation of the executives through periodic reports filed with the IRS or the Security and Exchange Commission per 2 CFR Part 170.330. <p><input checked="" type="checkbox"/> NO. Skip to signature block, sign and date, complete page 2, and return.</p> <p><input type="checkbox"/> YES. You must report the following information for the five (5) most highly compensated executives in your organization. Sign, date and return.</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 33%;">Name Of Official</th> <th style="width: 33%;">Position Title</th> <th style="width: 34%;">Total Compensation Amount*</th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr><td>5.</td><td></td><td></td></tr> </tbody> </table> <p>*Note: "Total compensation" means the cash and noncash dollar value earned by the executive during the subrecipient's past fiscal year. (For more information, see 17 CFR 229.402 (C)(2)).</p>		Name Of Official	Position Title	Total Compensation Amount*	1.			2.			3.			4.			5.		
Name Of Official	Position Title	Total Compensation Amount*																	
1.																			
2.																			
3.																			
4.																			
5.																			

By signing this document, the Authorized Representative attests to the information above.

To ask about the availability of this document in a format for the visually impaired, call the Water Quality Program at 360-407-6502. Persons with hearing loss can call 711 for Washington Relay Service. Persons with a speech disability can call 877-833-6341.

**Clean Water State Revolving Fund (Revolving Fund)
Federal Funding and Transparency Act (FFATA)
&
EPA Data Reporting Sheet (Data Reporting Sheet)**

Signature of Authorized Representative	Print Name	Date
--	------------	------

Please submit these completed forms (FFATA & Data Reporting Sheet) using the instructions in your Revolving Fund Loan agreement ATTACHMENT #7. The Department of Ecology will not sign the Revolving Fund agreement without these forms properly completed and submitted loan agreement instructions.

Revolving Fund Loan Agreement Number
<div style="border: 1px solid black; margin-top: 5px; padding: 5px;"><p>Project Description (instructions and example below)</p><p>Eliminate pond infiltration to reduce combined sewer overflows and domestic water supply use: the Cannon Hill Park Pond Retrofit will increase pond volume by 60 percent and line the pond to eliminate infiltration. Currently, stormwater conveyed to the pond from the Lincoln Street SURGE project infiltrates and is believed to be pumped into the combined sewer system by basement sump pumps in the area. Additionally, the domestic water supply removed from the Spokane Valley-Rathdrum Aquifer is used to keep the pond full for aesthetic purposes. Increasing pond volume and adding an impermeable liner will reduce flows in the CSS, reduce depletion of Spokane's aquifer, and allow for additional stormwater to be conveyed to the pond for evaporation.</p></div>

Instructions for Subaward Project Description:

To ask about the availability of this document in a format for the visually impaired, call the Water Quality Program at 360-407-6502. Persons with hearing loss can call 711 for Washington Relay Service. Persons with a speech disability can call 877-833-6341.

**Clean Water State Revolving Fund (Revolving Fund)
Federal Funding and Transparency Act (FFATA)
&
EPA Data Reporting Sheet (Data Reporting Sheet)**

In the first line of the description, provide a title for the subaward that captures the main purpose of the subrecipient's work. Then, indicate the name of the subrecipient and provide a brief description that captures the overall purpose of the subaward, how the funds will be used, and what will be accomplished.

Example of a Subaward Project Description:

Increase Healthy Behaviors: Educational Services District XYZ will provide training and technical assistance to chemical dependency centers to assist the centers to integrate tobacco use into their existing addiction treatment programs. Funds will also be used to assist centers in creating tobacco-free treatment environments.

To ask about the availability of this document in a format for the visually impaired, call the Water Quality Program at 360-407-6502. Persons with hearing loss can call 711 for Washington Relay Service. Persons with a speech disability can call 877-833-6341.

**ESTIMATED LOAN REPAYMENT SCHEDULE****ATTACHMENT 8**

Loan Number	L1400013	Loan Amount	\$277,000.00
Recipient Name	Spokane, City of	Term of Loan	39 Payments
Amortization Method	Compound-365 D/Y	Annual Int. Rate	2.300 %
Project Completion Date	06/30/2018	Interest Compounded	Monthly
Initiation of Operations		Loan Date	06/30/2018

Loan Number	L1400013	Department of Ecology
Recipient Name	Spokane, City of	Date Created 01/29/2014

Payment #	Due Date	Payment Amount	Interest	Principal	Balance
1	06/30/2019	\$8,965.17	\$6,429.67	\$2,535.50	\$274,464.50
2	12/30/2019	\$8,965.17	\$3,171.50	\$5,793.67	\$268,670.83
SubTotal	2019	\$17,930.34	\$9,601.17	\$8,329.17	
3	06/30/2020	\$8,965.17	\$3,104.56	\$5,860.61	\$262,810.22
4	12/30/2020	\$8,965.17	\$3,036.84	\$5,928.33	\$256,881.89
SubTotal	2020	\$17,930.34	\$6,141.40	\$11,788.94	
5	06/30/2021	\$8,965.17	\$2,968.33	\$5,996.84	\$250,885.05
6	12/30/2021	\$8,965.17	\$2,899.04	\$6,066.13	\$244,818.92
SubTotal	2021	\$17,930.34	\$5,867.37	\$12,062.97	
7	06/30/2022	\$8,965.17	\$2,828.94	\$6,136.23	\$238,682.69
8	12/30/2022	\$8,965.17	\$2,758.04	\$6,207.13	\$232,475.56
SubTotal	2022	\$17,930.34	\$5,586.98	\$12,343.36	
9	06/30/2023	\$8,965.17	\$2,686.31	\$6,278.86	\$226,196.70
10	12/30/2023	\$8,965.17	\$2,613.76	\$6,351.41	\$219,845.29
SubTotal	2023	\$17,930.34	\$5,300.07	\$12,630.27	
11	06/30/2024	\$8,965.17	\$2,540.37	\$6,424.80	\$213,420.49
12	12/30/2024	\$8,965.17	\$2,466.13	\$6,499.04	\$206,921.45
SubTotal	2024	\$17,930.34	\$5,006.50	\$12,923.84	
13	06/30/2025	\$8,965.17	\$2,391.03	\$6,574.14	\$200,347.31
14	12/30/2025	\$8,965.17	\$2,315.06	\$6,650.11	\$193,697.20
SubTotal	2025	\$17,930.34	\$4,706.09	\$13,224.25	
15	06/30/2026	\$8,965.17	\$2,238.22	\$6,726.95	\$186,970.25

Loan Number L1400013

Department of Ecology

Recipient Name Spokane, City of

Date Created 01/29/2014

Payment #	Due Date	Payment Amount	Interest	Principal	Balance
16	12/30/2026	\$8,965.17	\$2,160.49	\$6,804.68	\$180,165.57
SubTotal	2026	\$17,930.34	\$4,398.71	\$13,531.63	
17	06/30/2027	\$8,965.17	\$2,081.86	\$6,883.31	\$173,282.26
18	12/30/2027	\$8,965.17	\$2,002.32	\$6,962.85	\$166,319.41
SubTotal	2027	\$17,930.34	\$4,084.18	\$13,846.16	
19	06/30/2028	\$8,965.17	\$1,921.86	\$7,043.31	\$159,276.10
20	12/30/2028	\$8,965.17	\$1,840.47	\$7,124.70	\$152,151.40
SubTotal	2028	\$17,930.34	\$3,762.33	\$14,168.01	
21	06/30/2029	\$8,965.17	\$1,758.15	\$7,207.02	\$144,944.38
22	12/30/2029	\$8,965.17	\$1,674.87	\$7,290.30	\$137,654.08
SubTotal	2029	\$17,930.34	\$3,433.02	\$14,497.32	
23	06/30/2030	\$8,965.17	\$1,590.63	\$7,374.54	\$130,279.54
24	12/30/2030	\$8,965.17	\$1,505.41	\$7,459.76	\$122,819.78
SubTotal	2030	\$17,930.34	\$3,096.04	\$14,834.30	
25	06/30/2031	\$8,965.17	\$1,419.21	\$7,545.96	\$115,273.82
26	12/30/2031	\$8,965.17	\$1,332.02	\$7,633.15	\$107,640.67
SubTotal	2031	\$17,930.34	\$2,751.23	\$15,179.11	
27	06/30/2032	\$8,965.17	\$1,243.81	\$7,721.36	\$99,919.31
28	12/30/2032	\$8,965.17	\$1,154.59	\$7,810.58	\$92,108.73
SubTotal	2032	\$17,930.34	\$2,398.40	\$15,531.94	
29	06/30/2033	\$8,965.17	\$1,064.34	\$7,900.83	\$84,207.90
30	12/30/2033	\$8,965.17	\$973.04	\$7,992.13	\$76,215.77
SubTotal	2033	\$17,930.34	\$2,037.38	\$15,892.96	
31	06/30/2034	\$8,965.17	\$880.69	\$8,084.48	\$68,131.29
32	12/30/2034	\$8,965.17	\$787.27	\$8,177.90	\$59,953.39
SubTotal	2034	\$17,930.34	\$1,667.96	\$16,262.38	
33	06/30/2035	\$8,965.17	\$692.78	\$8,272.39	\$51,681.00
34	12/30/2035	\$8,965.17	\$597.19	\$8,367.98	\$43,313.02
SubTotal	2035	\$17,930.34	\$1,289.97	\$16,640.37	
35	06/30/2036	\$8,965.17	\$500.49	\$8,464.68	\$34,848.34

Loan Number	L1400013	Department of Ecology
Recipient Name	Spokane, City of	Date Created 01/29/2014

Payment #	Due Date	Payment Amount	Interest	Principal	Balance
36	12/30/2036	\$8,965.17	\$402.68	\$8,562.49	\$26,285.85
SubTotal	2036	\$17,930.34	\$903.17	\$17,027.17	
37	06/30/2037	\$8,965.17	\$303.74	\$8,661.43	\$17,624.42
38	12/30/2037	\$8,965.17	\$203.65	\$8,761.52	\$8,862.90
SubTotal	2037	\$17,930.34	\$507.39	\$17,422.95	
39	06/30/2038	\$8,965.31	\$102.41	\$8,862.90	\$0.00
SubTotal	2038	\$8,965.31	\$102.41	\$8,862.90	
Grand Total		\$349,641.77	\$72,641.77	\$277,000.00	

**Agenda Sheet for City Council Meeting of:**

03/10/2014

Date Rec'd

2/26/2014

Clerk's File #

OPR 2014-0163

Renews #**Submitting Dept**

WASTEWATER MANAGEMENT

Cross Ref #**Contact Name/Phone**

DALE ARNOLD 625-7900

Project #**Contact E-Mail**

DARNOLD@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #

REVENUE

Agenda Item Name

4310-STORMWATER POLLUTION PREVENTION:PCBS IN MUNICIPAL PRODUCTS

Agenda Wording

Grant agreement between Washington Department of Ecology and the City of Spokane for testing PCBs in municipal products.

Summary (Background)

PCBs have been detected in City stormwater above water quality standards. The purpose of this project is to identify PCBs in commonly used municipal products that may come into contact with stormwater. Products to be tested may include road paint, asphalt sealers, motor oils, and de-icer. A total of 30-45 samples may be collected.

Fiscal Impact**Budget Account**

Revenue \$ 49,085

4310-94306-35079-33431

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

ARNOLD, DALE

Study Session

PWC 2/24/14

Division Director

ROMERO, RICK

Other**Finance**

LESESNE, MICHELE

Distribution List**Legal**

BURNS, BARBARA

pdolan@spokanecity.org

For the Mayor

SANDERS, THERESA

Tax & Licenses

Additional Approvals

lschmidt@spokanecity.org

Purchasing

WAHL, CONNIE

kbrooks@spokanecity.org

darnold@spokanecity.org

mlesesne@spokanecity.org

jstapleton@spokanecity.org

BRIEFING PAPER
Public Works Committee
Wastewater Management

February 24, 2014

Subject

Grant from Department of Ecology for testing PCBs in municipal products

Background

The Department of Ecology awarded the City of Spokane Wastewater Management Department with a 2013-2015 Biennial Municipal Stormwater Grant of Regional or Statewide Significance. The purpose of the project is to identify polychlorinated biphenyls (PCBs) in commonly used municipal products that may come into contact with stormwater. Products to be tested may include road paint, asphalt sealers, motor oils, and de-icer. A total of 30 to 45 samples may be collected depending on analytical costs.

The City of Spokane is required to comply with the Eastern Washington Phase II Municipal Stormwater Permit, which stipulates that stormwater discharges may not violate water quality standards. PCBs have been detected in City stormwater above water quality standards. The objective of this project is to identify sources of PCBs to stormwater from products that have the potential to contribute to stormwater pollution.

Impact

The project will identify pathways for PCBs to enter stormwater. Findings may aid the City in stormwater pollution prevention measures.

Action

Recommend approval

Funding

Funding is provided by the Department of Ecology. The grant provides the City \$49,085 to complete the project. There is no match requirement.



**2013-15 BIENNIAL MUNICIPAL STORMWATER
GRANTS OF REGIONAL OR STATEWIDE SIGNIFICANCE**

**FUNDING AGREEMENT
BETWEEN
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND**

CITY OF SPOKANE

**GRANT AGREEMENT NUMBER
G1400545**

TABLE OF CONTENTS

PART I. GENERAL INFORMATION	1
PART II. PROJECT SUMMARY	3
PART III. PROJECT BUDGET	4
PART IV. PROJECT GOALS AND OUTCOMES	4
PART V. SCOPE OF WORK.....	5
PART VI. SPECIAL TERMS AND CONDITIONS.....	7
PART VII. ALL WRITINGS CONTAINED HEREIN.....	8
ATTACHMENT I: GENERAL PROJECT MANAGEMENT REQUIREMENTS.....	9
2013-15 BIENNIAL MUNICIPAL STORMWATER	9
GRANTS OF REGIONAL OR STATEWIDE SIGNIFICANCE	9
A. ARCHEOLOGICAL AND CULTURAL RESOURCES.....	9
B. EDUCATION AND OUTREACH	9
C. EQUIPMENT PURCHASE	10
D. FUNDING RECOGNITION	10
E. INCREASED OVERSIGHT	10
F. INDIRECT RATE	10
G. MINORITY AND WOMEN'S BUSINESS PARTICIPATION.....	10
H. PAYMENT REQUEST SUBMITTALS	11

I.	POST PROJECT ASSESSMENT	12
J.	PROCUREMENT.....	12
K.	PROGRESS REPORTS	12
L.	REQUIRED DOCUMENT SUBMITTALS.....	12
M.	SPECIAL CONDITION FOR SNOHOMISH COUNTY AND KING COUNTY	13
N.	WATER QUALITY MONITORING	13
ATTACHMENT II: GENERAL TERMS AND CONDITIONS		15
A.	RECIPIENT PERFORMANCE	15
B.	SUBGRANTEE/CONTRACTOR COMPLIANCE	15
C.	THIRD PARTY BENEFICIARY	15
D.	CONTRACTING FOR SERVICES (BIDDING).....	15
E.	ASSIGNMENTS	15
F.	COMPLIANCE WITH ALL LAWS.....	15
G.	KICKBACKS.....	15
H.	AUDITS AND INSPECTIONS.....	16
I.	PERFORMANCE REPORTING.....	16
J.	COMPENSATION.....	16
K.	TERMINATION	17
L.	WAIVER	18
M.	PROPERTY RIGHTS.....	18
N.	SUSTAINABLE PRODUCTS	19
O.	RECOVERY OF PAYMENTS TO RECIPIENT	19
P.	PROJECT APPROVAL.....	19
Q.	DISPUTES	19
R.	CONFLICT OF INTEREST	19
S.	INDEMNIFICATION.....	20
T.	GOVERNING LAW	20
U.	SEVERABILITY	20
V.	PRECEDENCE	20
W.	FUNDING AVAILABILITY	20

**2013-15 BIENNIAL MUNICIPAL STORMWATER
GRANTS OF REGIONAL OR STATEWIDE SIGNIFICANCE
Funding Agreement
Between
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
THE CITY OF SPOKANE**

THIS is a binding agreement between the state of Washington Department of Ecology (DEPARTMENT) and the City of Spokane (RECIPIENT). The purpose of this agreement is to provide funds to the RECIPIENT, who will carry out the requirements described in this agreement.

PART I. GENERAL INFORMATION

Project Title:	Stormwater Pollution Prevention: PCBs in Municipal Products
Grant Number:	G1400545
State Fiscal Year:	FY 2014
Total Project Cost:	\$49,085
Total Eligible Cost:	\$49,085
DEPARTMENT Share:	\$49,085
RECIPIENT Share:	\$0
DEPARTMENT Maximum Percentage:	100 %

RECIPIENT Information

RECIPIENT Name:	City of Spokane
Mailing Address:	909 East Sprague Ave Spokane, WA 99202
Fax Number:	509-625-7940
Federal Taxpayer ID Number:	91-6001280
PROJECT Manager:	Lynn Schmidt
Email Address:	lschmidt@spokanecity.org
Phone Number:	509-625-7908
PROJECT Financial Officer:	Kevan Brooks
Email Address:	KBrooks@spokanecity.org
Phone Number:	509-625-6045

DEPARTMENT Contact Information

Project Manager:

Cynthia Wall

Email Address:

cynthia.wall@ecy.wa.gov

Phone Number:

509-329-3537

Address:

☐ **Northwest**

WA State Department of Ecology
Northwest Regional Office
3190 160th Ave SE
Bellevue, WA 98008-5452
Fax (425) 649-7098

☐ **Central**

WA State Department of Ecology
Central Regional Office
15 West Yakima Ave, Suite 200
Yakima, WA 98902-3452
Fax (509) 575-2809

☐ **Southwest**

WA State Department of Ecology
Southwest Regional Office
P.O. Box 47775
Olympia, WA 98504-7775
Fax (360) 407-6305

☒ **Eastern**

WA State Department of Ecology
Eastern Regional Office
N. 4601 Monroe
Spokane, WA 99205-1295
Fax (509) 329-3570

☐ **Bellingham**

WA State Department of Ecology
Bellingham Field Office
1440 10th Street, Suite 102
Bellingham, WA 98225
Fax (360) 715-5225

☐ **Headquarters**

WA State Department of Ecology
P.O. Box 47600
Olympia, WA 98504-7600
Fax (360) 407-6426

Financial Manager:

Kyle Graunke

Email Address:

kyle.graunke@gmail.com

Phone Number:

360-407-6452

Fax Number:

360-407-7151

Address:

WA State Department of Ecology
Water Quality Program, FMS
P.O. Box 47600
Olympia, WA 98504-7600

CHECK ALL THAT APPLY:

- 2013-15 Biennial Municipal Stormwater Grants of Regional or Statewide Significance (state funds): ☒ Yes
- Amount: \$49,085, Funded with Local Toxics Control Account – State
- Increased Oversight? ☐ Yes ☒ No

The effective date of this agreement is the **October 31, 2013**.

This agreement expires: February 28, 2015.

Post Project Assessment date – three years after the expiration date of the agreement (see Post Project Assessment in Attachment I): February 28, 2018.

PART II. PROJECT SUMMARY

The purpose of this project is to support pollution prevention measures and aid in illicit discharge detection and elimination by identifying Polychlorinated biphenyls (PCBs) in commonly used municipal products that come into contact with stormwater, such as road paint, asphalt sealers, and de-icer. PCBs are a pollutant of concern in many Washington State watersheds. There were 113 Category 5 listings on the Washington 2008 303(d) list, and PCBs are a priority in many watersheds such as the Spokane River, Lower Duwamish Waterway, the Wenatchee River, and Lake Washington. Activities related to this proposal will benefit not only the Spokane River watershed, but also watersheds across the state and beyond as these products are commonly used by many municipalities.

[Remainder of this page left intentionally blank]

PART III. PROJECT BUDGET

Stormwater Pollution Prevention: PCBs in Municipal Products		
TASKS/ELEMENTS	TOTAL PROJECT COST	**TOTAL ELIGIBLE COST (TEC)
1 - Project Administration/Management	\$1,145	\$1,145
2 - Develop QAPP	\$10,239	\$10,239
3 - Product Review and Selection	\$2,195	\$2,195
4 - Product Testing	\$34,074	\$34,074
5 - Reporting	\$1,432	\$1,432
Total	\$49,085	\$49,085
** The DEPARTMENT's Fiscal Office will track to the Total Eligible Cost.		
MATCHING REQUIREMENTS		
DEPARTMENT Share: maximum 100% of TEC		\$49,085

PART IV. PROJECT GOALS AND OUTCOMES

- A. Financial Assistance Water Quality Project Goals: The overall goals of this project are focused on the protection of Spokane River and include one or more of the following:

- ☒ Assists a number of permittees in a region or statewide to implement permit requirements.
- ☐ Develops a product that is transferable regionally or statewide.
- ☐ Purchases equipment and/or personal services contracts that support activities for multiple permittees.
- ☒ Advances regional and statewide access to stormwater management technology or resources.

- B. Water Quality and Environmental Outcomes: The following are the anticipated water quality and environmental improvements from the project.
1. Support PCB pollution prevention measures and elimination by identifying PCBs in commonly used municipal products that come into contact with stormwater making their way into the Spokane River Watershed.
- C. Performance Items and Deliverables: The following are the anticipated action items that will play an integral role in implementation of the project.
1. A QAPP will be prepared for the study that can also be used by other municipalities and agencies for PCB product sampling.
 2. A final report, including details of the products sampled, results, and analysis.

PART V. SCOPE OF WORK

Task 1 - Project Administration/Management

- A. The RECIPIENT will administer the project. Responsibilities will include, but not be limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation, progress reports and RECIPIENT closeout report (including photos); compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.
- B. The RECIPIENT must manage the project. Efforts will include: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; the DEPARTMENT; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT must carry out this project in accordance with any completion dates outlined in this agreement.

Required Performance:

1. Administer and manage the project and records.
2. Submit all required requests for reimbursement and corresponding backup documentation, progress reports, 2-page Project Outcomes Summary, and RECIPIENT Final Report and performance items, in a timely manner.

Task 2 – Develop Quality Assurance Project Plan

- A. The RECIPIENT will prepare a Quality Assurance Project Plan (QAPP) in accordance with the Washington State Department of Ecology's *Guidelines for Quality Assurance Project Plans* (Ecology 2004). The QAPP will provide the framework for analysis through a detailed description of the method quality objectives, experimental design and procedures, QA/QC, statistical approach, and other quality control measures.

Required Performance:

1. A draft QAPP for comment and review the DEPARTMENT.
2. A final QAPP.

Task 3 – Product Review and Selection

- A. To ensure testing of appropriate materials, the RECIPIENT will identify which products they commonly use that have the potential to come into contact with stormwater. Items may include road paint, asphalt sealers, de-icer, adhesives, caulk, lubricants, pesticides, and vehicle wash soap, for example. The survey focus will be the City of Spokane; however, partnering jurisdictions and the Washington Stormwater Center will also be solicited for technical input.
- B. Based on the survey findings and the comments received from the partnering jurisdictions and the Washington Stormwater Center, the RECIPIENT will select 25-40 product samples and five duplicate samples, as the laboratory cost allow, for initial testing prioritized based on greatest pollution potential.

Required Performance:

1. A matrix of products for potential testing including use, source, and a narrative description of pollution potential for review by the DEPARTMENT.
2. Provide the final list of selected products and sources to be tested to the DEPARTMENT.

Task 4 – Product Testing

- A. The RECIPIENT will collect samples of the identified products in accordance with the procedures described in the DEPARTMENT approved QAPP. Sampling efforts will be conducted in both the summer and fall, as needed, to collect products used throughout the year.
- B. The RECIPIENT will send the samples to a DEPARTMENT approved laboratory for analysis. The samples will be analyzed for all 209 PCB congeners utilizing EPA Method 1668.

Required Performance:

1. A summary of sampling activities, including dates, products, and locations of sampling.
2. An electronic copy of the Laboratory deliverables.

Task 5 – Reporting

- A. The RECIPIENT will review findings from the product analyses and develop a preliminary report for review by the DEPARTMENT and partnering jurisdictions. The report will summarize experimental design, data analysis, products tested, total PCB concentration, homologue patterns and provide potential PCB sources.
- B. Based on findings and comments from the preliminary report, the RECIPIENT will develop final report. This final report will provide jurisdictions and other interested parties around the state with information on the content of PCBs in commonly used products

Required Performance:

1. A preliminary report summarizing experimental process and preliminary findings for review by the DEPARTMENT and partnering jurisdictions.
2. A summary of preliminary report comments and proposed responses.
3. The final report summarizing findings.

PART VI. SPECIAL TERMS AND CONDITIONS

- A. Documents for Review. The plans, specifications, construction contract documents, and addenda must be approved by the RECIPIENT prior to submittal for DEPARTMENT review.
- B. Failure to Commence Work. In the event the RECIPIENT fails to commence work on the project within four months of the signatory date, the DEPARTMENT reserves the right to terminate this agreement.
- C. Use of Force Account. In the event the RECIPIENT elects to use its own forces to accomplish eligible project work, the RECIPIENT acknowledges that it has the legal authority to perform the work and adequate and technically qualified staff to perform the work without compromising other government functions. The RECIPIENT must track and report the force account work submitted to the DEPARTMENT for reimbursement.
- D. Printed and Electronic Materials. Printed and electronic materials, including but not limited to brochures, web pages, evaluations, and applications must be offered to the DEPARTMENT for review and approval before printing or using electronically.

- E. Evaluations and Surveys. All evaluations and surveys must be used to direct education and outreach resources most effectively, as well as to evaluate changes in knowledge and adoption of the targeted behaviors.

PART VII. ALL WRITINGS CONTAINED HEREIN

The following contain the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein:

- This agreement.
- Attachment I: General Project Management Requirements.
- Attachment II: General Terms and Conditions.
- The effective edition, at the signing of this agreement, of the DEPARTMENT's "Administrative Requirements for Recipients of Ecology Grants and Loans" (Yellow Book).
- The associated funding guidelines that correspond to the fiscal year in which the project is funded.
- The applicable statutes and regulations.

No subsequent modifications or amendments of this agreement will be of any force or effect unless signed by authorized representatives of the RECIPIENT and the DEPARTMENT and made a part of this agreement, EXCEPT that in response to a request from the RECIPIENT, the DEPARTMENT may redistribute the grant budget. The DEPARTMENT or the RECIPIENT may change their respective staff contacts without the concurrence of either party.

The RECIPIENT acknowledges that they have had the opportunity to thoroughly review the terms of this agreement, the attachments, all incorporated or referenced documents, as well as all applicable statutes, rules, and guidelines mentioned in this agreement.

IN WITNESS WHEREOF, the parties hereby sign this agreement:

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

CITY OF SPOKANE

HEATHER R. BARTLETT DATE
WATER QUALITY PROGRAM
MANAGER

DAVID A. CONDON DATE
MAYOR

Approved As To Form:
Office of the Attorney General

**ATTACHMENT I: General Project Management Requirements
for the
2013-15 Biennial Municipal Stormwater
Grants of Regional or Statewide Significance
Funding Agreement**

A. ARCHEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT must comply with all requirements listed in Executive Order 05-05 prior to implementing any project that involves soil disturbing activity.

RECIPIENT must conduct and submit a cultural resources survey or complete and submit an EZ-1 Form to the DEPARTMENT's project manager prior to any soil disturbing activities. The DEPARTMENT will contact the Department of Archaeology and Historic Preservation (DAHP) and affected tribes regarding the proposed project activities in order to meet Executive Order 05-05 requirements. Any prior communication between the RECIPIENT, the DAHP, and the tribes is not sufficient to meet requirements. Any mitigation measures as an outcome of this process will be requirements of this agreement.

Any soil disturbing activities that occur prior to the completion of the Executive Order 05-05 process will not be eligible for reimbursement. Activities associated with cultural resources review are grant eligible and reimbursable.

The Department of Archaeology and Historic Preservation has provided guidance that can be accessed online at:

<http://www.dahp.wa.gov/pages/Documents/EnvironmentalReview.htm> and
http://www.dahp.wa.gov/pages/EnvironmentalReview/documents/eo0505Guidance_000.pdf.

B. EDUCATION AND OUTREACH

RECIPIENT must do a regional search for existing materials before producing any new educational flyers or pamphlets. The RECIPIENT must request the use of those materials before time and resources are invested to duplicate materials that are already available.

RECIPIENT must also check the Washington Waters website
http://www.ecy.wa.gov/washington_waters/index.html for useful educational materials. These materials are available for public use and can be downloaded directly from the website.

RECIPIENT must provide the DEPARTMENT up to two copies and an electronic copy on a CD-ROM of any tangible educational products developed under this grant, such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, and media announcements or gadgets, such as a refrigerator magnet with a message. If this is not practical, the RECIPIENT must provide a complete description including drawings, photographs, or printouts of the product.

RECIPIENT must also supply the DEPARTMENT with the names and contact information of local project leads.

If there are a significant number of people in the community that speak languages other than English, then the RECIPIENT must produce all public outreach materials, pamphlets, fliers, meeting notices, reports, and other educational materials in English and in the other prevalent language.

C. EQUIPMENT PURCHASE

RECIPIENT must get written, prior approval from the DEPARTMENT for any equipment purchase.

D. FUNDING RECOGNITION

RECIPIENT must inform the public about DEPARTMENT funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from the DEPARTMENT upon request.

E. INCREASED OVERSIGHT

If this project is selected for increased oversight, the RECIPIENT must submit all backup documentation with each payment request submittal. In addition, the DEPARTMENT's Project Manager must establish a schedule for additional site visits to provide technical assistance to the RECIPIENT and verify progress or payment information.

F. INDIRECT RATE

To acknowledge overhead costs, the RECIPIENT may charge an indirect rate of up to 25 percent based on employees' direct salary and benefit costs incurred while conducting project-related work. The DEPARTMENT's Financial Manager may require a list of items included in the indirect rate at any time.

G. MINORITY AND WOMEN'S BUSINESS PARTICIPATION

RECIPIENT agrees to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated after the effective date of this agreement.

Contract awards or rejections cannot be made based on MBE or WBE participation. M/WBE participation is encouraged, however, and the RECIPIENT and all prospective bidders or persons submitting qualifications should take the following steps, when possible, in any procurement initiated after the effective date of this agreement:

- a) Include qualified minority and women's businesses on solicitation lists.

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

RECIPIENT must report to the DEPARTMENT at the time of submitting each invoice, on forms provided by the DEPARTMENT, payments made to qualified firms. Please include the following information:

- a) Name and state OMWBE certification number (if available) of any qualified firm receiving funds under the invoice, including any sub-and/or sub-subcontractors.
- b) The total dollar amount paid to qualified firms under this invoice.

H. PAYMENT REQUEST SUBMITTALS

Payment Request Submittals. The DEPARTMENT's Project/Financial Manager may require the RECIPIENT to submit regular payment requests to ensure efficient and timely use of funds.

Payment Schedule. Payments will be made on a cost-reimbursable basis.

Frequency. The RECIPIENT must submit payment requests at least quarterly but no more often than monthly, unless allowed by the DEPARTMENT's Financial Manager.

Supporting Documentation. The RECIPIENT must submit all payment request vouchers and supportive documentation to the DEPARTMENT's Financial Manager. Payment request voucher submittals are based on match requirements found in the budget.

Reporting Eligible Costs. The RECIPIENT must report all eligible costs incurred on the project, regardless of the source of funding for those costs. This includes costs used as match. All eligible and ineligible project costs must be separate and identifiable.

Copies of all applicable forms must be included with an original A19-1A, and must be submitted to the DEPARTMENT. Blank forms are found in Administrative Requirements for Recipients of Ecology Grants and Loans at <http://www.ecy.wa.gov/biblio/9118.html>.

Required Forms:	Where Eligible Costs Have Incurred:
Form A19-1A (original signature)	Form E (ECY 060-12)
Form B2 (ECY 060-7)	Form F (ECY 060-13)
Form C2 (ECY 060-9)	Form G (ECY 060-14)
Form D (ECY 060-11)	Form H (F-21)
	Form I (ECY 060-15)

I. POST PROJECT ASSESSMENT

RECIPIENT agrees to submit a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project three years after project completion.

DEPARTMENT's Water Quality Program Performance Measures Lead will contact the RECIPIENT before the Post Project Assessment date to request this data.

DEPARTMENT may also conduct site interviews and inspections, and may otherwise evaluate the Project, as part of this assessment.

J. PROCUREMENT

RECIPIENT certifies by signing this agreement that all applicable requirements have been satisfied in the procurement of any professional services. Eligible and ineligible project costs are separate and identifiable for billing purposes. If professional services are contracted, the RECIPIENT will submit a copy of the final contract to the DEPARTMENT's Project/Financial Manager.

K. PROGRESS REPORTS

RECIPIENT must submit quarterly progress reports to the DEPARTMENT's Financial Manager and Project Manager. Payment requests will not be processed without a progress report.

Report Content. At a minimum, all progress reports must contain a comparison of actual accomplishments to the objectives established for the period, the reasons for delay if established objectives were not met, analysis and explanation of any cost overruns, and any additional pertinent information specified in this agreement. The RECIPIENT must also attach all landowner agreements signed during the respective quarter to each progress report.

Reporting Periods. Quarterly progress reports are due 15 days following the end of the quarter:

- January 1 through March 31
- April 1 through June 30
- July 1 through September 30
- October 1 through December 31

L. REQUIRED DOCUMENT SUBMITTALS

RECIPIENT must submit the following documents to the DEPARTMENT as requested by the DEPARTMENT's Project Manager or Financial Manager:

- Draft project completion report – 1 copy.
- Electronic copy of final project completion report – 1 copy.
- Final project completion report – 1 copy.

- Educational products developed under this agreement – up to 2 copies.
- Documents that require DEPARTMENT Approval – 2 copies (one for the DEPARTMENT and one for the RECIPIENT).
- Interlocal agreements – 1 copy for the DEPARTMENT’s Project/Financial Manager.
- Professional services procurement agreements – 1 copy to the DEPARTMENT’s Project/Financial Manager.

M. SPECIAL CONDITION FOR SNOHOMISH COUNTY AND KING COUNTY

For either Snohomish County or King County: When this agreement crosses the RECIPIENT's fiscal year, the obligation of the RECIPIENT to continue or complete the project described herein will be contingent upon appropriation of funds by the RECIPIENT's governing body; provided that nothing contained herein will preclude the DEPARTMENT from demanding repayment of funds paid to the RECIPIENT in accordance with Section O of the appended General Terms and Conditions.

N. WATER QUALITY MONITORING

Quality Assurance Project Plan (QAPP). Prior to initiating water quality monitoring activities, the RECIPIENT must prepare a Quality Assurance Project Plan (QAPP). The QAPP must follow Ecology’s *Guidelines and Specifications for Preparing Quality Assurance Project Plans for Environmental Studies*, February 2001 (Ecology Publication No. 01-03-003). The applicant may also reference the *Technical Guidance for Assessing the Quality of Aquatic Environments*, revised February 1994 (Ecology Publication No. 91-78) or more current revision, in developing the QAPP.

RECIPIENT must submit the QAPP to the DEPARTMENT’s project manager for review, comment, and must be approved before starting the environmental monitoring activities.

RECIPIENT must use an environmental laboratory accredited by the DEPARTMENT to analyze water samples for all parameters to be analyzed that require bench testing. Information on currently accredited laboratories and the accreditation process is provided on the Department of Ecology’s Environmental Assessment Program’s website, available at:

<http://www.ecy.wa.gov/programs/eap/labs/search.html>

RECIPIENT should manage all monitoring data collected or acquired under this agreement in order to be available to secondary users and meet the “ten-year rule.” The ten-year rule means that data documentation is sufficient to allow an individual not directly familiar with the specific monitoring effort to understand the purpose of the data set, methods used, results obtained, and quality assurance measures taken ten years after data are collected.

Monitoring Data Submittal / Environmental Information Management System. Funding recipients that collect water quality monitoring data must submit all data to the DEPARTMENT through the Environmental Information Management System (EIM). Data must be submitted by following instructions on the EIM website, currently available at:

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

The data submittal portion of the EIM website provides information and help on formats and requirements for submitting tabular data. Specific questions about data submittal can be directed to the EIM Data Coordinator, currently available at:

eim_data_coordinator@ecy.wa.gov

If GIS data is collected, the DEPARTMENT's data standards are encouraged. An Ecology Focus Sheet entitled *GIS Data and Ecology Grants* (Publication No. 98-1812-SEA) outlines the standards. Common standards must be used for infrastructure details, such as geographic names, Geographic Information System (GIS) coverage, list of methods, and reference tables.

ATTACHMENT II: General Terms And Conditions
Pertaining To Grant And Loan Agreements Of The Department Of Ecology

A. RECIPIENT PERFORMANCE

All activities for which grant/loan funds are to be used shall be accomplished by the RECIPIENT and RECIPIENT's employees. The RECIPIENT shall only use contractor/consultant assistance if that has been included in the agreement's final scope of work and budget.

B. SUBGRANTEE/CONTRACTOR COMPLIANCE

The RECIPIENT must ensure that all subgrantees and contractors comply with the terms and conditions of this agreement.

C. THIRD PARTY BENEFICIARY

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

D. CONTRACTING FOR SERVICES (BIDDING)

Contracts for construction, purchase of equipment and professional architectural and engineering services shall be awarded through a competitive process, if required by State law. RECIPIENT shall retain copies of all bids received and contracts awarded, for inspection and use by the DEPARTMENT.

E. ASSIGNMENTS

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

F. COMPLIANCE WITH ALL LAWS

1. The RECIPIENT shall comply fully with all applicable Federal, State and local laws, orders, regulations and permits.

Prior to commencement of any construction, the RECIPIENT shall secure the necessary approvals and permits required by authorities having jurisdiction over the project, provide assurance to the DEPARTMENT that all approvals and permits have been secured, and make copies available to the DEPARTMENT upon request.

2. Discrimination. The DEPARTMENT and the RECIPIENT agree to be bound by all Federal and State laws, regulations, and policies against discrimination. The RECIPIENT further agrees to affirmatively support the program of the Office of Minority and Women's Business Enterprises to the maximum extent possible. If the agreement is federally-funded, the RECIPIENT shall report to the DEPARTMENT the percent of grant/loan funds available to women or minority owned businesses.
3. Wages and Job Safety. The RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
4. Industrial Insurance. The RECIPIENT certifies full compliance with all applicable state industrial insurance requirements. If the RECIPIENT fails to comply with such laws, the DEPARTMENT shall have the right to immediately terminate this agreement for cause as provided in Section K.1, herein.

G. KICKBACKS

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

H. AUDITS AND INSPECTIONS

1. The RECIPIENT shall maintain complete program and financial records relating to this agreement. Such records shall clearly indicate total receipts and expenditures by fund source and task or object. All grant/loan records shall be kept in a manner which provides an audit trail for all expenditures. All records shall be kept in a common file to facilitate audits and inspections.

Engineering documentation and field inspection reports of all construction work accomplished under this agreement shall be maintained by the RECIPIENT.

2. All grant/loan records shall be open for audit or inspection by the DEPARTMENT or by any duly authorized audit representative of the State of Washington for a period of at least three years after the final grant payment/loan repayment or any dispute resolution hereunder. If any such audits identify discrepancies in the financial records, the RECIPIENT shall provide clarification and/or make adjustments accordingly.
3. All work performed under this agreement and any equipment purchased, shall be made available to the DEPARTMENT and to any authorized state, federal or local representative for inspection at any time during the course of this agreement and for at least three years following grant/loan termination or dispute resolution hereunder.
4. RECIPIENT shall meet the provisions in OMB Circular A-133 (Audits of States, Local Governments & Non Profit Organizations), including the compliance Supplement to OMB Circular A-133, if the RECIPIENT expends \$500,000 or more in a year in Federal funds. The \$500,000 threshold for each year is a cumulative total of all federal funding from all sources. The RECIPIENT must forward a copy of the audit along with the RECIPIENT'S response and the final corrective action plan to the DEPARTMENT within ninety (90) days of the date of the audit report.

I. PERFORMANCE REPORTING

The RECIPIENT shall submit progress reports to the DEPARTMENT with each payment request or such other schedule as set forth in the Special Conditions. The RECIPIENT shall also report in writing to the DEPARTMENT any problems, delays or adverse conditions which will materially affect their ability to meet project objectives or time schedules. This disclosure shall be accompanied by a statement of the action taken or proposed and any assistance needed from the DEPARTMENT to resolve the situation. Payments may be withheld if required progress reports are not submitted.

Quarterly reports shall cover the periods January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be due within thirty (30) days following the end of the quarter being reported.

J. COMPENSATION

1. Method of compensation. Payment shall normally be made on a reimbursable basis as specified in the grant agreement and no more often than once per month. Each request for payment will be submitted by the RECIPIENT on State voucher request forms provided by the DEPARTMENT along with documentation of the expenses. Payments shall be made for each task/phase of the project, or portion thereof, as set out in the Scope of Work when completed by the RECIPIENT and approved as satisfactory by the Project Officer.

The payment request form and supportive documents must itemize all allowable costs by major elements as described in the Scope of Work. Instructions for submitting the payment requests are found in "Administrative Requirements for Recipients of Ecology Grants and Loans", Part IV, published by the DEPARTMENT. A copy of this document shall be furnished to the RECIPIENT. When payment requests are approved by the DEPARTMENT, payments will be made to the mutually agreed upon designee. Payment requests shall be submitted to the DEPARTMENT and directed to the Project Officer assigned to administer this agreement.

2. Period of Compensation. Payments shall only be made for actions of the RECIPIENT pursuant to the grant/loan agreement and performed after the effective date and prior to the expiration date of this agreement, unless those dates are specifically modified in writing as provided herein.
3. Final Request(s) for Payment. The RECIPIENT should submit final requests for compensation within forty-five (45) days after the expiration date of this agreement and within fifteen (15) days after the end of a fiscal biennium. Failure to comply may result in delayed reimbursement.
4. Performance Guarantee. The DEPARTMENT may withhold an amount not to exceed ten percent (10%) of each reimbursement payment as security for the RECIPIENT's performance. Monies withheld by the DEPARTMENT may be paid to the RECIPIENT when the project(s) described herein, or a portion thereof, have been completed if, in the DEPARTMENT's sole discretion, such payment is reasonable and approved according to this agreement and, as appropriate, upon completion of an audit as specified under section J.5. herein.
5. Unauthorized Expenditures. All payments to the RECIPIENT may be subject to final audit by the DEPARTMENT and any unauthorized expenditure(s) charged to this grant/loan shall be refunded to the DEPARTMENT by the RECIPIENT.
6. Mileage and Per Diem. If mileage and per diem are paid to the employees of the RECIPIENT or other public entities, it shall not exceed the amount allowed under state law for state employees.
7. Overhead Costs. No reimbursement for overhead costs shall be allowed unless provided for in the Scope of Work hereunder.

K. TERMINATION

1. For Cause. The obligation of the DEPARTMENT to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of the DEPARTMENT, to perform any obligation required of it by this agreement, the DEPARTMENT may refuse to pay any further funds there under and/or terminate this agreement by giving written notice of termination.

A written notice of termination shall be given at least five working days prior to the effective date of termination. In that event, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT under this agreement, at the option of the DEPARTMENT, shall become DEPARTMENT property and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

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

2. Insufficient Funds. The obligation of the DEPARTMENT to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. When this agreement crosses over state fiscal years the obligation of the DEPARTMENT is contingent upon the appropriation of funds during the next fiscal year. The failure to appropriate or allot such funds shall be good cause to terminate this agreement as provided in paragraph K.1 above.

When this agreement crosses the RECIPIENT's fiscal year, the obligation of the RECIPIENT to continue or complete the project described herein shall be contingent upon appropriation of funds by the RECIPIENT's governing body; provided, however, that nothing contained herein shall preclude the DEPARTMENT from demanding repayment of ALL funds paid to the RECIPIENT in accordance with Section O herein.

3. Failure to Commence Work. In the event the RECIPIENT fails to commence work on the project funded herein within four months after the effective date of this agreement, or by any date agreed upon in writing for commencement of work, the DEPARTMENT reserves the right to terminate this agreement.

L. WAIVER

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

M. PROPERTY RIGHTS

1. Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property, the RECIPIENT may copyright or patent the same but the DEPARTMENT retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover or otherwise use the material(s) or property and to authorize others to use the same for federal, state or local government purposes. Where federal funding is involved, the federal government may have a proprietary interest in patent rights to any inventions that are developed by the RECIPIENT as provided in 35 U.S.C. 200-212.
2. Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish information of the DEPARTMENT; present papers, lectures, or seminars involving information supplied by the DEPARTMENT; use logos, reports, maps or other data, in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to the DEPARTMENT.
3. Tangible Property Rights. The DEPARTMENT's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans", Part V, shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by the DEPARTMENT in the absence of state, federal statute(s), regulation(s), or policy(s) to the contrary or upon specific instructions with respect thereto in the Scope of Work.
4. Personal Property Furnished by the DEPARTMENT. When the DEPARTMENT provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to the DEPARTMENT prior to final payment by the DEPARTMENT. If said property is lost, stolen or damaged while in the RECIPIENT's possession, the DEPARTMENT shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
5. Acquisition Projects. The following provisions shall apply if the project covered by this agreement includes funds for the acquisition of land or facilities:
 - a. Prior to disbursement of funds provided for in this agreement, the RECIPIENT shall establish that the cost of land/or facilities is fair and reasonable.
 - b. The RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses contemplated by this agreement.
6. Conversions. Regardless of the contract termination date shown on the cover sheet, the RECIPIENT shall not at any time convert any equipment, property or facility acquired or developed pursuant to this agreement to uses other than those for which assistance was originally approved without prior written approval of the DEPARTMENT. Such approval may be conditioned upon payment to the DEPARTMENT of that portion of the proceeds of the sale, lease or other conversion or encumbrance

which monies granted pursuant to this agreement bear to the total acquisition, purchase or construction costs of such property.

N. SUSTAINABLE PRODUCTS

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is encouraged to implement sustainable practices where and when possible. These practices include use of clean energy, and purchase and use of sustainably produced products (e.g., recycled paper). For more information, see <http://www.ecy.wa.gov/sustainability/>.

O. RECOVERY OF PAYMENTS TO RECIPIENT

The right of the RECIPIENT to retain monies paid to it as reimbursement payments is contingent upon satisfactory performance of this agreement including the satisfactory completion of the project described in the Scope of Work. In the event the RECIPIENT fails, for any reason, to perform obligations required of it by this agreement, the RECIPIENT may, at the DEPARTMENT's sole discretion, be required to repay to the DEPARTMENT all grant/loan funds disbursed to the RECIPIENT for those parts of the project that are rendered worthless in the opinion of the DEPARTMENT by such failure to perform.

Interest shall accrue at the rate of twelve percent (12%) per year from the time the DEPARTMENT demands repayment of funds. If payments have been discontinued by the DEPARTMENT due to insufficient funds as in Section K.2 above, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination. Any property acquired under this agreement, at the option of the DEPARTMENT, may become the DEPARTMENT'S property and the RECIPIENT'S liability to repay monies shall be reduced by an amount reflecting the fair value of such property.

P. PROJECT APPROVAL

The extent and character of all work and services to be performed under this agreement by the RECIPIENT shall be subject to the review and approval of the DEPARTMENT through the Project Officer or other designated official to whom the RECIPIENT shall report and be responsible. In the event there is a dispute with regard to the extent and character of the work to be done, the determination of the Project Officer or other designated official as to the extent and character of the work to be done shall govern. The RECIPIENT shall have the right to appeal decisions as provided for below.

Q. DISPUTES

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement which is not disposed of in writing shall be decided by the Project Officer or other designated official who shall provide a written statement of decision to the RECIPIENT. The decision of the Project Officer or other designated official shall be final and conclusive unless, within thirty days from the date of receipt of such statement, the RECIPIENT mails or otherwise furnishes to the Director of the DEPARTMENT a written appeal.

In connection with appeal of any proceeding under this clause, the RECIPIENT shall have the opportunity to be heard and to offer evidence in support of this appeal. The decision of the Director or duly authorized representative for the determination of such appeals shall be final and conclusive. Appeals from the Director's determination shall be brought in the Superior Court of Thurston County. Review of the decision of the Director will not be sought before either the Pollution Control Hearings Board or the Shoreline Hearings Board. Pending final decision of dispute hereunder, the RECIPIENT shall proceed diligently with the performance of this agreement and in accordance with the decision rendered.

R. CONFLICT OF INTEREST

No officer, member, agent, or employee of either party to this agreement who exercises any function or responsibility in the review, approval, or carrying out of this agreement, shall participate in any decision which affects his/her personal interest or the interest of any corporation, partnership or association in

which he/she is, directly or indirectly interested; nor shall he/she have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

S. INDEMNIFICATION

1. The DEPARTMENT shall in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.
2. To the extent that the Constitution and laws of the State of Washington permit, each party shall indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this agreement.

T. GOVERNING LAW

This agreement shall be governed by the laws of the State of Washington.

U. SEVERABILITY

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

V. PRECEDENCE

In the event of inconsistency in this agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable Federal and State statutes and regulations; (b) Scope of Work; (c) Special Terms and Conditions; (d) Any terms incorporated herein by reference including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (e) the General Terms and Conditions.

W. FUNDING AVAILABILITY

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

SS-010 Rev. 04/04

Modified 12/13

SIGNATURE AUTHORIZATION FORM FOR GRANT/LOAN RECIPIENTS



Department of Ecology
Water Quality Program
PO Box 47600
Olympia, WA 98504-7600
Phone: (360) 407-6600
FAX: (360) 407-7151

Name of Organization	Date Submitted

Project Title	Agreement Number

AUTHORIZING SIGNATORY		
Signature	Print	Title/Term of Office

AUTHORIZED TO SIGN AGREEMENT AMENDMENTS		
Signature	Print	Title

AUTHORIZED TO SIGN REQUEST FOR REIMBURSEMENT		
Signature	Print	Title

**Agenda Sheet for City Council Meeting of:**

03/10/2014

Date Rec'd

2/27/2014

Clerk's File #

OPR 2014-0164

Renews #**Submitting Dept**

PLANNING & DEVELOPMENT

Contact Name/Phone

SCOTT CHESNEY 625-6061

Contact E-Mail

SCHESNEY@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

0650-COMP PLAN & NEIGHBORHOOD PLANNING - BERGERABAM

Cross Ref #**Project #****Bid #****Requisition #**

CR 13931/14249

Agenda Wording

City of Spokane Comprehensive Plan Update (\$100,000) and Neighborhood Planning for directly participating neighborhoods, Peaceful Valley and North Hill, (\$21,153.84 each) for an amount not to exceed \$142,307.68.

Summary (Background)

Planning and Development is engaging in several planning efforts at this time that will augment and inform the City's Comprehensive Plan Update efforts. The City has selected the BergerABAM team to assist the City with the following tasks: (see attached sheet)

Fiscal Impact

Expense \$ 100,000.00

Expense \$ 21,153.84

Expense \$ 21,153.84

Select \$

Budget Account

0650 51400 58100 54201 99999

0650 51450 58200 54201 20218

0650 51450 58200 54201 20223

#

Approvals**Dept Head**

CHESNEY, SCOTT

Division Director

QUINTRALL, JAN

Finance

LESESNE, MICHELE

Legal

BURNS, BARBARA

For the Mayor

SANDERS, THERESA

Council Notifications**Study Session**

Community Assembly

Other

PCED 2/3/14

Distribution List

lhattenburg@spokanecity.org

kpelton@spokanecity.org

bburns@spokanecity.org

mhughes@spokanecity.org

mlesesne@spokanecity.org

cbrazington@spokanecity.org

Additional Approvals**Purchasing**



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

- Complete an audit of the 2001 Comprehensive Plan to review its land use growth strategies based on market research, public input, and peer city case studies.
- Complete two neighborhood plans using funds City Council has committed for this purpose.
- Make recommendations for comprehensive plan policy updates to be included in the update. These update recommendations will be reviewed based on findings on the corridors and centers development strategy and will incorporate key opportunities identified in the neighborhood plans.

Fiscal Impact

Select \$

Select \$

AmtType7 \$ Amount7

AmtType8 \$ Amount8

Budget Account

#

#

Budget7

Budget8

Distribution List

Email16

Email17

Email18

Email19

Email20

Email21

Email22

Email23

<p align="center">CONSULTANT AGREEMENT</p>	<p>Consultant/Address/Telephone</p> <p>BergerABAM 1111 Main Street Suite 300 Vancouver, WA 98660</p>
<p>Agreement Number:</p>	<p>Email: <u>scott.keillor@abam.com</u></p>
<p>City Project Number:</p>	<p>Phone: (541) 806-1535 Fax: (541) 386-1047</p>
<p>X Specific Rates of Pay</p> <p><input checked="" type="checkbox"/> Negotiated Hourly Rate</p>	<p>Project Title and Work Description:</p> <p>CITY OF SPOKANE COMPREHENSIVE PLAN UPDATE AND NEIGHBORHOOD PLANNING FOR DIRECTLY PARTICIPATING NEIGHBORHOODS</p>
	<p>Completion Date:</p> <p>6/30/2015</p>
	<p>Total Amount Authorized: \$ 100,000 + \$21,153.84 each for the Peaceful Valley and North Hill neighborhoods</p> <p>Maximum Amount Payable: \$ 142,307.68</p>

THIS AGREEMENT is between the Local Agency of CITY OF SPOKANE, WASHINGTON, hereinafter called the "Agency," and the above organization, hereinafter called the "Consultant."

WITNESSETH:

WHEREAS, the Agency desires to accomplish the above referenced project; and

WHEREAS, the Agency does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a Consultant to provide the necessary services for the Project; and

WHEREAS, the Consultant represents that he/she is in compliance with the Washington State statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the Agency; -- Now, Therefore,

The Parties agree as follows:

I. GENERAL DESCRIPTION OF WORK

The work under this Agreement shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this Project. The Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated elsewhere in this Agreement.

II. SCOPE OF WORK

This Scope of Work and project level of effort for this Project is detailed in the attached Exhibit A.

III. GENERAL REQUIREMENTS

All aspects of coordination of the work of this Agreement, with outside agencies, groups or individuals shall receive advance approval by the Agency. Necessary contacts and meetings with agencies, groups or individuals shall be coordinated through the Agency.

The Consultant shall attend coordination, progress and presentation meetings with the Agency or such federal, community, state, city or county officials, groups or individuals as may be requested by the Agency. The Agency will provide the Consultant sufficient notice prior to meetings requiring Consultant participation. The minimum number of hours or days notice required shall be agreed to between the Agency and the Consultant and shown in Exhibit A. The Consultant shall prepare a monthly progress report, in a form approved by the Agency, that will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated.

All reports, PS&E materials, and other data, furnished to the Consultant by the Agency shall be returned. All designs, drawings, specifications, documents, and other work products prepared by the Consultant prior to completion or termination of this Agreement are instruments of service for this Project and are the property of the Agency. Reuse by the Agency or by others acting through or on behalf of the Agency of any such instruments of service not occurring as a part of this Project, shall be without liability or legal exposure to the Consultant.

IV. TIME FOR BEGINNING AND COMPLETION

The Consultant shall not begin any work under the terms of this Agreement until authorized in writing by the Agency. All work under this Agreement shall be completed by the date shown in the heading of this Agreement under completion date.

The established completion time shall not be extended because of any delays attributable to the Consultant, but may be extended by the Agency in the event of a delay attributable to the Agency or because of unavoidable delays caused by an act of God or governmental actions or other conditions beyond the control of the Consultant. A prior supplemental agreement issued by the Agency is required to extend the established completion time.

V. PAYMENT

The Consultant shall be paid by the Agency for completed work and services rendered under this Agreement as provided in the attached Exhibit B. The payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section II, "Scope of Work".

VI. SUBCONTRACTING.

The Agency permits subcontracts for the following portions of the work of this Agreement:

Transportation Planning and Neighborhood Connectivity - DKS Associates
Neighborhood Design and Outreach Support – SPVV Landscape Architects
Urban Design and Outreach Graphic Support – MIG
Economic Services, Market Research, and Strategic Planning Implementation – FCS Group

Compensation for this subconsultant work shall be based on the cost factors shown on the attached Exhibit C – Project Budget and Cost Worksheet.

The work of the subconsultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the Agency.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the subconsultant shall be substantiated in the same manner as outlined in Section V. All

subcontracts exceeding ten thousand dollars (\$10,000.00) in cost shall contain all applicable provisions of this Agreement.

The Consultant shall not subcontract for the performance of any work under this Agreement without prior written permission of the Agency. No permission for subcontracting shall create, between the Agency and subcontractor, any contract or any other relationship.

VII. EMPLOYMENT

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warrant, the Agency shall have the right to annul this Agreement without liability, or in its discretion to deduct from the Agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

Any and all employees of the Consultant, or other persons, while engaged in the performance of any work or services required of the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the Agency and any and all claims that may or might arise under the Workman's Compensation Act on behalf of the employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any negligent act or negligent omission on the part of the Consultant's employees, or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the Consultant.

The Consultant shall not engage, on a full or part-time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been at any time during the period of the contract, in the employ of the Agency, except regularly retired employees, without written consent of the Agency.

VIII. NON-DISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

IX. TERMINATION OF THE AGREEMENT

The right is reserved by the Agency to terminate this Agreement in whole or in part at any time upon ten (10) business days' written notice to the Consultant.

In the event, this Agreement is terminated by the Agency other than for default on the part of the Consultant, a final payment shall be made to the Consultant as shown below.

Negotiated Hourly Rate of Pay Contracts

A final payment shall be made to the Consultant for actual hours charged at the time of termination of this Agreement plus any direct non-salary costs incurred at the time of termination of this Agreement.

No payment shall be made for any work completed after ten (10) days following receipt by the Consultant of the Notice to Terminate. If the accumulated payment made to the Consultant prior to Notice of Termination exceeds the total amount that would be due, then no final payment shall be due and the Consultant shall immediately reimburse the Agency for any excess paid.

If the services of the Consultant are terminated by the Agency for default on the part of the Consultant, the above formula for payment shall not apply. In such an event, the amount to be paid shall be determined by the Agency with consideration given to the actual costs incurred by the Consultant in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the Agency at the time of termination; the cost to the Agency of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the Agency of the work performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount which would have been made using the formula set forth above.

If it is determined for any reason that the Consultant was not in default or that the Consultant's failure to perform is without it or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the Agency in accordance with the provision of this Agreement.

Payment for any part of the work by the Agency shall not constitute a waiver by the Agency of any remedies of any type it may have against the Consultant for any breach of this Agreement by the Consultant, or for failure of the Consultant to perform work required of it by the Agency. Forbearance of any rights under the Agreement will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the Consultant.

X. CHANGES IN WORK

The Consultant shall make such changes and revisions in the complete work of this Agreement as necessary to correct negligent errors appearing therein, when required to do so by the Agency, without additional compensation thereof. Should the Agency find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the Consultant shall make such revisions as directed by the Agency. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

XI. DISPUTES

Any dispute concerning questions of facts in connection with the work not disposed of by Agreement between the Consultant and the Agency shall be referred for determination to the City Administrator, whose decision in the matter shall be final and conclusive on the Parties, provided, however, that if an action is brought challenging his/her decision, that decision shall be subject to de novo judicial review.

XII. VENUE AND PERSONAL JURISDICTION

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the parties hereto agree that any such action shall be initiated in the Superior Court of Spokane County, State of Washington. The Parties to the action shall have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington.

XIII. LEGAL RELATIONS AND INSURANCE

The Consultant shall comply with all federal, state and local laws and ordinances applicable to the work and in effect at the time the services are provided to be done under this Agreement. This Agreement shall be interpreted and construed in accord with the laws of Washington.

The Consultant shall indemnify and hold the Agency and the State and their officers and employees harmless from and shall process all claims, demands, or suits at law or equity arising from the Consultant's negligence or material breach of any of its obligations under this Agreement; provided that nothing herein shall require a Consultant to indemnify the Agency against and hold harmless the Agency from claims, demands or suits based upon the conduct of the Agency, its agents, officers and employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Consultant's agents or employees and (b) the Agency, its agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to the Agency of defending such claims and suits; shall be valid and enforceable only to the extent of the negligence of the Consultant, its agents or employees.

The Consultant's relation to the Agency shall be at all times as an independent contractor.

The Consultant specifically assumes potential liability for actions brought by the Consultant's own employees against the Agency and, solely for the purpose of this indemnification, the Consultant specifically waives any immunity under the state industrial insurance law, Title 51 RCW as respects Consultant's employees. The Consultant recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation.

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

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000 per injury per accident, \$1,000,000 bodily injury by disease, and \$1,000,000 bodily injury by disease policy aggregate;
- B. Commercial General Liability Insurance on an occurrence basis, with a limit of not less than \$1,000,000 each occurrence and \$1,000,000 general aggregate for bodily injury and property damage. It shall include contractual liability coverage. It shall provide that the Agency, its officers and employees are additional insureds but only with respect to the Consultant's services to be provided under this Agreement; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- D. Professional Liability Insurance with a limit of not less than \$1,000,000 each claim and \$1,000,000 aggregate. This is to cover damages caused by the negligent error, negligent omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

There shall be no cancellation, material change, reduction of limits by endorsement or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Consultant shall furnish acceptable insurance certificates to the City at the time it returns the signed Agreement. The certificate shall specify all of the parties who are additional insureds, and include applicable policy endorsements, the forty-five (45) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

The Consultant's professional liability to the Agency shall be limited to one million dollars, (\$1,000,000) inclusive of all claims and claims expenses. In no case shall the Consultant's professional liability to third parties be limited in any way.

XIV. EXTRA WORK

The Agency may at any time, by written order, make changes within the general scope of the Agreement in the services to be performed.

If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this Agreement, whether or not changed by the order, or otherwise affects any other terms and conditions of the Agreement, the Agency shall make an equitable adjustment in the maximum amount payable; delivery or completion schedule, or both; and other affected terms and shall modify the Agreement accordingly.

The Consultant must submit its "request for equitable adjustment" (hereafter referred to as claim) under this clause within thirty (30) days from the date of receipt of the written order. However, if the Agency decides that the facts justify it, the Agency may receive and act upon a claim submitted before final payment of the Agreement.

Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Consultant from proceeding with the Agreement as changed.

Notwithstanding the terms and conditions of this section, the maximum amount payable for this Agreement, shall not be increased or considered to be increased except by specific written supplement to this Agreement.

XV. ENDORSEMENT OF PLANS

The Consultant shall place its endorsement on all plans, estimates or any other engineering data furnished by it.

XVI. COMPLETE AGREEMENT

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the Parties. No agent, or representative of either party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise, or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the Parties as an amendment to this Agreement.

XIX. EXECUTION AND ACCEPTANCE

This Agreement may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The Consultant ratifies and adopts all statements, representations, warranties, covenants, and agreements contained

in its proposal, and the supporting materials submitted by it. The Consultant accepts the Agreement and agrees to all of its terms and conditions.

XVIII. ADDITIONAL TERMS AND CONDITIONS

- A. CITY OF SPOKANE BUSINESS LICENSE. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the Agency without first having obtained a valid business license. The Consultant shall be responsible for contacting the Agency's Taxes and Licenses Division at (509) 625-6070 to obtain a business license or an exemption determination.
- B. ANTI-KICKBACK. No officer or employee of the Agency, having the power or duty to perform an official act or action related to this contract 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.
- C. STANDARD OF CARE. The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services on similar projects in the Spokane community at the time said services are performed. The Consultant will re-perform any services not meeting this standard without additional compensation.
- D. LITIGATION ASSISTANCE. The Scope of Services does not include costs of the Consultant for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the Agency. All such services required or requested of the Consultant by the Agency, except for suits or claims between the parties to this Agreement, will be reimbursed as Extra Work.
- E. RECORD DRAWINGS. Record drawings will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the Project was finally constructed. The Consultant is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

Dated: _____

CITY OF SPOKANE

By: _____
City Administrator

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Dated: _____

BergerABAM.

City of Spokane Business License No.
UBI: 601110595

Email Address:

scott.keillor@abam.com

By: _____

Title: _____

EXHIBIT A

SCOPE OF WORK

City of Spokane Comprehensive Plan Update and
Neighborhood Planning for directly participating neighborhoods

SPOKANE COMPREHENSIVE PLAN AUDIT; NEIGHBORHOOD PLANS; AND UPDATE STRATEGIES

Project Overview

On or before June 30, 2017 the City of Spokane is required to complete its periodic update of the comprehensive plan to ensure compliance with the Growth Management Act (GMA). This update, also known as the "Plan of Spokane," will require reviewing and updating the City's current plan, the 2001 Comprehensive Plan, which envisioned the concentration of development within designated Centers and Corridors (20) and encouraged Neighborhood Plans for its 27 neighborhoods. The present neighborhood planning program began in 2009. Seventeen neighborhoods have completed their planning, are in the process of planning, or opted out of the process.

The City intends to bear primary responsibility for completing the 2017 periodic update. However, it is engaging in several planning efforts at this time that will augment and inform the City's plan update efforts. In one of these efforts, the City has selected the BergerABAM team to assist the City with the following tasks.

- Complete an audit of the 2001 Comprehensive Plan and make recommendations for potential changes to its land use growth strategies based on market research, public input, and peer city case studies.
- Complete 2 to 10 neighborhood plans, using funds that the City Council has committed for this purpose.
- Make recommendations for comprehensive plan policy updates to be considered in the City's 2017 "Plan of Spokane" update. These update recommendations will be a reflection of our team's findings on the corridors and centers development strategy and will incorporate key opportunities identified in the neighborhood plans.

In addition to BergerABAM's work, the City is managing other concurrent plan processes that will inform and compose the 2017 update. These efforts include projects such as LINK Spokane: Integrated Transportation and City Utilities, City Policy Focus Groups' Input, and Economic Plan updates. It is expected that the City will package BergerABAM's work with the completed products from these concurrent projects to complete its 2017 Comprehensive Plan (2017 Plan) update.

Three Phase Approach

Phase 1: Centers, Corridors, and Neighborhood Audit and Plan Update Principles

Provide a 2001 Comprehensive Plan audit and develop a Principles document for the 2017 comprehensive plan update. Phase 1 entails the following:

- Conduct interviews and a real estate focus group session.
- Perform site visits and a plan audit, including background land use, economic, and transportation assessments; policy review; and a case study of two peer city reviews.
- Complete a document listing principles to be addressed with the 2017 Plan update.
- Present the update principles document to the Plan Commission and City Council in a joint work session for endorsement.

Timeline: March through November 2014.

Phase 2: Neighborhood Plans and Strategies (2 to 10 neighborhoods)

This work scope estimates fees for completing plans for two neighborhoods that have agreed to accept city funding and are ready to move forward with their neighborhood plans. The work effort to complete plans for these neighborhoods is identified as "Phase 2A." The City is working to get agreements from the remaining eight neighborhoods to also participate. Because of the uncertainty of how many other neighborhoods will participate and when they might accept city assistance, completion of plans for the other eight neighborhoods is not included in this contract. However, the additional work scope parallels that given for the first two neighborhood plans, and is identified for a contract extension at the fee indicated by the City as available per neighborhood for completion of "Phase 2B." Primary objectives include:

- Facilitating individual neighborhood visioning and design charrettes, and completing draft and final written and graphic neighborhood strategies showing plan policy needs, catalyst projects, cost estimates, and implementation steps.
- Completing four Neighborhood Plans: Peaceful Valley, North Hill (Phase 2A).
- Completing up to eight additional Neighborhood Plans concurrent with Phase 2B

Timeline: May 2014 through January 2015.

Phase 3: Comprehensive Plan Update Strategies and Neighborhood Plan Implementation

Phase 3 involves completion of the following.

- Propose policy updates to implement the neighborhood plans based on Phase 1 and 2 findings.
- Propose updates to land use, economic, capital facilities, and utilities and transportation elements to address plan policies, neighborhood plans, and catalyst projects.
- Present comprehensive plan update strategy to City Plan Commission and City Council for review and acknowledgement and use in the future 2017 comprehensive plan update.

Timeline: February 2015 through June 2015.

SUMMARY SCHEDULE

Work Scope Phases	2014											2015					
	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	
Project Management																	
Phase 1: Plan Audit and Principles	T1		T2 IFG			T3 OH			T4 C1								
Phase 2A: Neighborhood Plans (2)			Mtgs #1: N1 N2			Mtgs #2: N1 N2			Mtgs #3: N1 N2								
Phase 2B: Neighborhood Plans (8) <i>Optional</i>																	
Phase 3: Plan Update Strategy																	

Key: T = Trip; IFG = Interviews and Real Estate Focus Group; OH = Open House; C = Plan Commission/City Council review; N = Neighborhood Design Meetings (N1 and N2 included; N3 through N10 optional)

Trip Purposes:

- Trip 1: Kick-off and site tours (City, BergerABAM, MIG, SPVV and FCS GROUP)
- Trip 2: Interviews and Real Estate Focus Group; Neighborhood Visioning Meeting (N1 and N2); and optional N3 through N10 (BergerABAM and MIG)
- Trip 3: Public Open House; Design Charrettes for N1 and N2 (optional N3 through N10) (BergerABAM, MIG and FCS GROUP)
- Trip 4: Plan Commission/City Council joint work session No.1 re: Plan and Principles; Neighborhood Plan workshops for N1 and N2 (optional N3 through N10) (BergerABAM and MIG)
- Trip 5: Plan Commission/City Council joint work session No. 2 re: Comprehensive Plan Update Strategies (Berger ABAM and MIG)
- Trip 6: Plan Commission Comprehensive Plan Update Strategies adoption hearing (Berger ABAM and MIG)
- Trip 7: City Council Comprehensive Plan Update Strategies adoption hearing (Berger ABAM and MIG)

Key Team Member Responsibilities:

- **BergerABAM: Project Management;** Lead plan audit, principles and public outreach; support neighborhood plan public outreach and technical support; lead plan update strategies
- **MIG: Lead Urban Designer;** Lead neighborhood plan and design charrette graphics; lead urban design-related comprehensive plan policy strategies and graphics
- **FCS GROUP: Lead Market and Demographics;** Support neighborhood plans; support catalyst project evaluation and stimulus strategies; lead market-driven policy recommendations for plan update strategies
- **DKS: Lead Transportation Planning** through evaluation of Plan policies and neighborhood plan projects; lead transportation-related recommendations for comprehensive plan update strategies
- **SPVV: Support** neighborhood sustainability policy development; data collection

SCOPE OF WORK

Project Management (March 2014 through June 2015)

Task PM1. Project Management (BA lead)

This task is ongoing over all three phases of the project, and includes:

- Conducting meetings and teleconferences with City staff to discuss the ongoing plan update strategy process. Monthly half-hour teleconferences (up to 18), and face-to-face meetings coordinated with other work scope trips.
- Refine work scope and project schedule.

Assumptions

- Project management email correspondence will generally be directed through the consultant's project manager and the City's project manager.
- Face-to-face meetings during work scope trips can substitute for teleconferences.

Deliverables

- Draft and final project work scope and schedule.
- Prepare for and participate in up to 9 teleconferences and face-to-face meetings with the City's project manager and key team members.

Phase 1 – 2001 Centers, Corridors, and Neighborhood Audit and Plan Update Principles (March 2014 through November 2014)

Task P1.1: Project Initiation (BA lead)

This task includes work scope and schedule review and finalization.

- Work scope and schedule review and refinement, including one teleconference and one round of redline review from the City, resulting in a final work scope and schedule.

Assumptions

- City will provide a single coordinated draft scope markup for consultant use.

Deliverables

- Draft and final project work scope and schedule.

Task P1.2: Land Use and Economic Conditions Assessment (BA lead/MIG and FCS support)

The land use and economic conditions assessment is initiated with a kickoff tour of corridors, centers, and up to 2 neighborhoods to generally evaluate land use, transportation, market, and urban design elements unique to these sectors of the community. This assessment will include an evaluation of market and redevelopment potential, a Comprehensive Plan audit, two case studies, to help guide redevelopment to meet planned development types for neighborhoods.

Task P1.2.1: Kickoff and Site Tour (BA lead/MIG and FCS support)

To kick off the project (Trip No. 1), the BergerABAM team will visit the City's Centers and Corridors, and two neighborhoods to generally review and assess current land use, demographic, economic, and transportation conditions within the community. The team will annotate a City-produced GIS base map and photograph the target areas within Spokane for use in a summary memorandum highlighting key observations related to:

- Land uses
- Transportation issues (auto, transit, pedestrian, bicycle, parking)
- Market conditions
- Redevelopment sites and known catalyst projects
- Urban design character for centers, corridors, and neighborhoods

At the conclusion of this City-hosted tour, the team will convene to study GIS base maps provided by the City, and meet with staff to further define and map opportunity sites and known catalyst projects. Notes and materials from the kickoff will be refined as **Memorandum No. 1, Site Tour Summary**, including key observations, issues, and opportunities to be described, and photographs.

Task P1.2.2: Economic Assessment (FCS lead)

Provide a centers and corridors overall assessment of demographic and employment trends and economic sectors, such as retail, industrial, office, and urban housing. This assessment will be included in Memorandum No 2 covering findings for this task, as well as Task P1.2.3 and P1.2.4 below.

Task P1.2.3: Redevelopment Opportunities (FCS lead/BA and DKS support)

Assess the general redevelopment potential (low, medium, and high activity potential) of centers and corridors, based on market findings and site visits, as part of Memorandum No. 2. Include an assessment of known transportation projects, impacts, and issues and recommendations for needed land use and transportation-related Comprehensive Plan and code amendments that must be considered to achieve general redevelopment potential.

Task P1.2.4: Neighborhoods Overview (BA lead/team support)

Study neighborhoods under contract and complete a brief neighborhood history and profile to be expanded upon and refined in Phase 2 Neighborhood Plans and Strategies. Include an assessment of market demand for future commercial projects within designated commercial areas in two neighborhoods. This demand will be presented in a development program that describes potential new development over the 20-year planning horizon with a range of jobs by type (e.g., commercial, office, institutional) and housing by type (townhomes, duplexes, apartments, etc.). Include an assessment of known transportation improvement needs, impacts, and issues and Comprehensive Plan and code amendments that must be considered to achieve neighborhood commercial and housing potential. The overview will identify neighborhoods with low commercial and housing redevelopment opportunities, and such neighborhoods may place more focus on a priority project to be identified and further explored in Phase 2. The neighborhood overview, market and transportation conditions assessment above will be provided within **Memorandum No. 2, Neighborhoods Overview, Market and Redevelopment Opportunities**.

Task P1.2.5: Plan Audit (BA lead)

Complete an audit of the existing comprehensive plan that includes a case study of two peer cities with a comparative policy matrix and summary findings. Focus on Chapter 3, Land Use, and related existing comprehensive plan policies that direct commercial, office, and higher density residential growth to centers and corridors and Downtown Spokane. Generally review effective case study methods and models from two peer cities that address development in centers and corridors, and consider applicability and potential for limited neighborhood commercial, office, and higher density housing in Spokane. This work will be developed as **Memorandum No. 3, Comprehensive Plan**

Audit and will include a matrix that compares the Spokane plan with the land use sections of two case-study plans to evaluate effective policies to develop corridors and centers and potential neighborhood centers.

Task P1.2.6: Centers and Corridors Audit and Plan Update Principles Summary (BA lead/MIG and SPVV support)

BergerABAM will summarize the findings developed in memoranda Nos. 1 through 3 above, including the existing conditions, market and opportunities assessments, and the plan audit tasks to develop the Comprehensive Plan Update Principles summary. In completing the summary, the team will incorporate the results of the Public Outreach Plan described in Task 3 below, including a review of City's Plan Policies Focus Groups' recommendations. The intent of the plan audit and policy report is to assess what is working and what should be changed to implement the plan's centers and corridors focus for directing commercial, office, and high density housing; alternatives for limited commercial neighborhood centers, if any; and incorporation of neighborhood plans and catalyst projects.

Task P1.2.7: Present Centers and Corridors Audit and Plan Update Principles Report to Joint Plan Commission and City Council (BA lead)

The draft framework plan will be presented to the Plan Commission and City Council at a draft work session for comments to be incorporated in a final report.

Assumptions

- The City will identify the neighborhoods to be reviewed in Phase 2 to define the consultant's study area, and for timely land use, and economic conditions assessment that will provide the basis for initiating neighborhood plans.
- The City will provide existing conditions data, arrange and lead site visits, and provide available background materials in summary format (e.g., zoning, economic, facilities and utilities data, prior policy assessment, and community survey input) to limit team research tasks.
- The City will provide related research, including overview on permits, costs, and revenues for developments in several selected target areas inside and outside of centers and corridors as part of the suburban retrofit analysis.
- The City will summarize status and findings from other ongoing comprehensive plan update processes (transportation and economic plan updates, and City plan policy review process). Such input will be provided in a summary format (executive summary level text and graphic memorandum) that is readily adaptable, without extensive research and summarization.
- The City will provide recommendations from the City Policy Focus Groups and other study summary findings, as needed.

Excluded tasks

- Detailed neighborhood planning (will be included in Phase 2 tasks)

Deliverables

- Memorandum No. 1, Existing Conditions Assessment, to include key observations, issues, opportunity sites, known catalyst project descriptions, and photographs
- Memorandum No. 2, Neighborhoods Overview, Market and Redevelopment Opportunities, covering opportunities for stimulus and growth in jobs and housing for corridors, centers, and neighborhoods, including general land use and transportation system needs and issues.

- Memorandum No. 3, Plan Audit, including an analysis of the comprehensive plan's land use and related policies that direct growth in centers, corridors, and how they may best address neighborhood development
- Executive Summary for the Centers and Corridors Audit and Principles to include the above technical memoranda, and overarching principles to guide a recommended comprehensive plan update process, including neighborhood plans. The summary will append technical memoranda Nos. 1 through 3, and:
 - Comprehensive plan policy analysis and recommendations for corridors and centers, and potential for limited commercial neighborhood center designations
 - Case studies of two peer cities with comparisons of growth strategies and accomplishments.
 - Principles will include a list of potential strategies to focus public and private investments within corridors and centers; and if they are advised under certain limitations in neighborhoods
 - Preliminary recommendations for revised comprehensive plan structure, policies, and strategies, focused on land use, neighborhood-level transportation, and economic development chapters of the plan
- Present Centers and Corridors Audit and Principles executive summary at a joint Plan Commission and City Council work session (Trip No. 4). Note that trips 2 and 3 are outlined below under Task 3: Community Outreach

Task P1.3: Community Outreach (BA lead/MIG graphic support and City support)

Task P1.3.1: Stakeholder Interviews and Real Estate Focus Group

Conduct up to 12 neighborhood stakeholder interviews and one Real Estate Focus Group meeting (Trip No. 2). The selected interview lists should include subject neighborhood representatives. The Focus Group meetings should include:

- A group of up to 10 real estate development professionals

Interview and Focus Group sessions will be initiated with a general outline regarding how this project is one of many efforts being undertaken by the City to update the 2001 Plan as the 2017 Plan of Spokane. These sessions will be guided by a questionnaire designed to solicit input on what has been working and what is not working under the current plan, and what participant's see as opportunities to improve the plan. Questions will solicit input on community and neighborhood visions, ideas on market-driven development opportunities, and how neighborhood plans can best be developed and implemented through the plan update. The interviews and real estate focus group session will be documented in a summary memorandum including a list of participants.

Task P1.3.2: Open House

Conduct a public open house during the development of the Comprehensive Plan Audit and Principles work tasks (Trip No. 3). In addition to city-wide posting for public participation, provide specific invitations to representatives of the 17 neighborhoods that are in process or have completed neighborhood plans. Present the Plan Audit process and findings to date, and describe the neighborhood planning process. Participants will be asked for input on their experience in developing neighborhood plans, their specific vision and ideas on catalyst projects. Comments will be written, as well as recorded graphically, by our urban designer in order to capture community

and neighborhood vision. The results of the open house will be included in the final Plan Audit and Principles summary, concluding Phase 1.

Assumptions

- The City will develop the list of stakeholder interviewees, arrange for their attendance including mailing a letter invitation to participate in the interview, set up the interview schedule, and provide meeting facilities and logistics to support 12 interviews over a consecutive two-day period (Trip No. 2). Any missed interviews will be completed via telephone.
- Each stakeholder interview will be approximately ½ hour in length.
- The City will provide a list of (up to 10) members that will compose the real estate focus group.
- Three 90-minute focus group meetings will be organized as part of Trip No. 2.
- City staff will provide up to three briefings to the Plan Commission and City Council during the development of the Centers and Corridors Audit and Plan Update Principles update to ensure continued support for the plan development process and preliminary update findings.

Excluded tasks and costs

- Meeting logistics, including published notice and postings, securing venues, and refreshments (to be provided by the City)
- Meeting and interview invite mailings, calls and/or emails, and coordinating with attendees as necessary (to be provided by the City)
- Website design, content development, and management (to be provided by the City)

Deliverables

- Draft and final interview questionnaire
- Open house materials, including draft and final agendas, draft and final presentation, up to three graphic boards, and draft and final comment cards
- Memorandum summarizing twelve (12) stakeholder interviews and one real estate focus group meeting

Phase 2 – Neighborhood Plans and Strategies (May 2014 through January 2015)

Phase 2A – Neighborhood Plans for Peaceful Valley, and North Hill

Phase 2B – Pending/Optional: up to 8 additional Neighborhood

Task P2.1: Neighborhood Development Strategy (MIG lead/team support)

Conduct a neighborhood planning effort that is centered on each neighborhood's preferences and catalyst projects. The work scope per neighborhood includes:

Task P2.1.1: Neighborhood Vision Workshop (Neighborhoods lead/team support)

Conduct neighborhood meetings no. 1, visioning workshops (trip 2) to collect additional background summary data, and identify specific plan policies, market opportunities, public facilities, transportation, utilities, land use patterns, and neighborhood vision. Each vision workshop will produce a graphic and written vision workshop summary.

Task P2.1.2: Conduct a Design Charrette (MIG lead/team support)

Conduct neighborhood meetings no. 2, design charrettes (trips 3). Each vision workshop will include an overview of the City's 2017 Plan of Spokane process provided by the City. To efficiently

accommodate optional Task 2B neighborhoods, additional charrettes will be scheduled on consecutive days during these same trips. Each design charrette will include an interactive process to further explore neighborhood vision, including preferred development patterns, policy changes, and projects to shape the neighborhood. Written and graphic products will address neighborhood uses and form, including:

- Parks and amenities
- Transportation: auto, pedestrian, bicycle, and transit
- Commercial uses: opportunity sites
- Infrastructure availability and needs
- Residential densities and form
- Greenways and other sustainable elements

Each neighborhood's vision will be recorded in written and graphic format to be refined in their Neighborhood Plan and Strategy.

Task P2.1.3: Draft Neighborhood Plan and Meeting (MIG lead/team and City support)

Conduct neighborhood meeting no. 3 (Trip 4) to present draft neighborhood plans. Prepare neighborhood comment forms to be used to gather exit comments, to be aggregated and made available for posting and hosting by the City on the City's website. City will gather and summarize comment data for consideration by the consultants in completing each neighborhood plan.

Task P2.1.4: Neighborhood Plan and Strategy (MIG lead/team support)

Complete a plan and strategy document per neighborhood, including the process, key findings, and catalyst projects, with preliminary cost estimates, presented in a consistent format that works within the comprehensive plan (or as an appendix), can be replicated by future neighborhood processes, and used as a template to retrofit existing neighborhood plans.

Assumptions

- Phase 2, Neighborhood Plans and Strategies, will overlap with Phase 1, Centers and Corridors Audit and Plan Update Principles.
- Base GIS data and related components of the ongoing transportation and economic plan updates will be provided by the City.
- Consultant team will use Phase 1 data and neighborhood meetings to form the individual neighborhood plans.
- City staff will provide the venue, logistics, and refreshments, and will attend each design charrette to deliver the Plan of Spokane overview and participate.
- The City will host neighborhood comment forms on their website and provide summary results.
- The City will review each neighborhood plan, coordinate neighborhood and staff input, and combine as one set of draft comments per neighborhood plan.
- Each neighborhood plan will be developed in draft and final form as a stand-alone document, formatted to be included in or appended to the comprehensive plan.

Excluded Tasks

- Neighborhood plans that exist or are being prepared by the City or other consultants outside of this contract
- Neighborhood meeting logistics, including published notice and postings, securing venues, and refreshments (to be provided by the City)

- Neighborhood invite mailings, calls and/or e-mails, and coordinating with attendees as necessary (to be provided by the City)

Deliverables

- Neighborhood meetings (3 per neighborhood) agendas and facilitation (neighborhoods 1 and 2, with up to 8 additional neighborhoods optional)
- Neighborhood meetings summary to include written and sketch-graphic representation of each neighborhood's vision (up to two graphics).
- Neighborhood plan and strategy, envisioned as a (10-page) neighborhood summary plan, including:
 - Neighborhood history and background of previous plans
 - Planning process, neighborhood vision, and catalyst projects and preliminary cost estimates.
 - Graphics to include conceptual site plans, development programs to examine site layout and context. These concepts (up to five sketch graphics) will be refined and depicted in renderings for up to three catalyst projects (may include some combination of public and private projects)
 - Summary implementation strategies based on survey results, design charrette, and neighborhood vision, including needed plan policy support, stimulus strategies, transportation, facility and utility needs, funding sources, and next steps
- Neighborhood plans will be presented with the Comprehensive Plan update strategies (Phase 3 below) for Plan Commission and City Council review and endorsement, to be refined as needed by the City for inclusion in the City's 2017 Plan update.

Phase 3: Comprehensive Plan Update Strategies and Neighborhood Plan Implementation (February 2015 through June 2015)

The Phase 3 work scope and budget will be reviewed, confirmed, refined, and agreed upon between the City and BergerABAM prior to notice to proceed.

Task P3.1: Strategies to Stimulate Investment and Growth (FCS lead)

This task includes an analysis of potential investment areas and catalyst projects that meet the Plan Update Principles and Neighborhood Plan growth objectives, based on further review of demographic, economic, transportation, urban design findings, and policies. Using the recommended catalyst projects from the neighborhood plans, the consultant will conduct a review of the priority areas where the City should first focus public and private resources. This review will include potential strategies to stimulate investment and desired growth, based on stakeholder and staff input, neighborhood needs and costs, policy objectives, input from the real estate focus group, and capital improvement programs. Relate the stimulus and investment strategies to the Plan Update Principles and Neighborhood Plans established in prior tasks, and update policy recommendations for targeted jobs and housing growth as needed.

Task P3.1.2: Transportation Interface (DKS lead)

Work with City staff and Chapter 4, Transportation, consultant to ensure that any neighborhood transportation efforts are coordinated with the larger Transportation Chapter update now underway. Develop a transportation memorandum that describes key components of neighborhood plan (e.g., impacts on walkable, transit efficient design goals) and provides recommendations for integrating neighborhood plans with the transportation plan being developed by others.

Task P3.1.3: Catalyst Projects (BA lead)

Review City's summary data regarding public facilities and utilities availability and capacity, BergerABAM will review, analyze, and summarize capital facilities gaps and needs to support recommended catalyst projects. Produce a brief summary memorandum that identifies system capabilities to support projects and identifies gaps or needs to support them.

Assumptions

- The City will provide available financial and economic background data, and help determine growth rates to be coordinated with housing and jobs projections.
- The City will coordinate with their Chapter 4, Transportation, consultant and our team's transportation engineer on relevant data sharing needs to assess neighborhood development, related impacts, and recommended strategies to achieve walkable and transit-efficient neighborhoods.
- The City will provide summary data in a usable format to eliminate team research needs regarding capital improvement, facilities and utility plans in order for the team to generally assess opportunities, deficiencies, and needs for planned projects.
- Data and City input will be provided, based on market findings, to direct economic stimulus for jobs and housing generally, and for the neighborhoods identified in Phase 2 above.

Excluded tasks

- Transportation, public facilities, and economic stimulus strategies will be limited to general findings for corridors and centers and two neighborhoods in Phase 2A; Phase 2B neighborhoods (up to eight) are excluded pending a contract amendment.
- No cost estimates will be prepared for the identified CFP projects.

Deliverables

- Recommended Investment and Stimulus Strategy Memorandum
 - Include policy recommendations for capturing commercial and housing demand
- Neighborhood Transportation Coordination Memorandum
 - Include policy recommendations for coordinating transportation needs
- Public Facilities Assessment Memorandum
 - Include policy recommendations for addressing public facility needs to support development, particularly for neighborhood catalyst projects

Task P3.2: Recommended Comprehensive Plan Update (BA lead/team support)

This task compiles the overall findings of the Centers and Corridors Audit, Plan Update Principles, Neighborhood Plans, and Stimulus Strategies as a set of recommendations for City acknowledgements and future adoption through its GMA-required 2017 Comprehensive Plan Update process, known as the "Plan of Spokane".

Task P3.2.1: Roll-up Strategies (BA lead/team support)

Review and update the draft Plan Update Principles with Neighborhood Strategies:

- Include land use, transportation, and economic development strategy and determine where refinements are needed based on the community outreach, conditions assessment, and investment strategies evaluation.

- Refine and identify policies and implementation strategies to address comprehensive plan update needs, including neighborhood initiatives, strategies, and preferred catalyst projects. This work will be incorporated in the Plan Update Strategies Report described below.

Task P3.2.2: Plan Update Strategies Report (BA lead/team support)

The project will contribute to a larger, ongoing, City-led effort to update the 2001 Plan and adopt the 2017 Plan of Spokane. The BergerABAM team will conclude its work in June 2015. The final product will be a Plan Update Strategies report that will be a compilation of memoranda and recommendations completed under this scope of work, along with an executive summary that addresses the planning process, plan audit and principles plan, and neighborhood plans. The Plan Update Strategy report will be presented for draft and final acknowledgement by the City.

Task P3.2.3: Presentation and Acknowledgement (BA lead/City support)

Present the Plan Update Strategies at three meetings before the Plan Commission and City Council. It is anticipated that one meeting will be a joint Plan Commission/City Council work session, one meeting will be a Plan Commission hearing, and the final meeting will be a City Council hearing that recommends comprehensive plan update strategy acknowledgement for inclusion in the proposed plan amendments with the GMA-required 2017 Plan update (trips 5, 6 and 7 in 2015).

Assumptions

- The City will review and provide one consolidated set of comments on the specific land use, transportation, economic and facilities-related policies and implementation strategies developed by the consultant team.
- The Plan Update Strategies report will be a compilation of memoranda and recommendations completed under this scope of work, along with an executive summary that addresses the planning process, plan audit and principles plan, and neighborhood plans.
- The City will advise on final format for written and graphic products needed to fit the Comprehensive Plan prior to draft production.
- The City will provide timely and consolidated staff comments on the draft and final Comprehensive Plan Strategies report and recommendations.
- Based on summary findings provided by the City in a format suitable for consultant use, final comprehensive plan update strategies will incorporate key policies that emerge out of currently ongoing update efforts, such as LINK Spokane: Integrated Transportation and City Utilities, and the City Policy Focus Groups' inputs.
- Recommendations will augment or propose revisions to plan policies related to economic development, land use, capital facilities and utilities, transportation, and neighborhood plan chapters of the Comprehensive Plan.

Excluded Tasks

- Neighborhood Plans and recommended Comprehensive Plan policies for neighborhoods not under contract
- Deliverables are presented for the review and acknowledgement of the Plan Commission and the City Council; adoption is excluded, as staff intends these products to become part of the larger 2017 Plan update process handled by staff (the Plan of Spokane)
- Additional Plan Commission and Council sessions are excluded

Deliverables

- Draft and Final Comprehensive Plan Update Strategy report, including public outreach efforts, market analysis, transportation and public facilities analysis, and policy recommendations for review and endorsement by the City. The final products are strategies presented for City acknowledgement (resolution) intended for staff use in the City's 2017 Plan update process.
- Preparation for and attendance at up to three meetings with the Plan Commission and City Council, including a joint workshop to present the Comprehensive Plan update summary findings.

FEE

Professional fees, including an estimated \$12,000.00 in expenses, will be billed as incurred and will not exceed \$142,282.00 without written authorization as follows:

Phases 1, 2A, and 3 (includes four neighborhood plans)

Task	BergerABAM	MIG	FCS	DKS	SPVV	Total
Project Management	\$2,108					\$2,108
Phase 1: 2001 Centers, Corridors, and Neighborhood Audit and Plan Update Principles						
Plan Audit and Principles	\$14,473	\$3,300	\$9,720	\$1,960	\$500	\$30,613
Community Outreach	\$12,533	\$1,980				\$14,513
Phase 2A Neighborhood Plans and Strategies						
Neighborhood Plans (2)*	\$16,450	\$11,730	\$4,800	\$2,520		\$35,500
Phase 3 Comprehensive Plan Update Strategies and Neighborhood Plan Implementation						
Comprehensive Plan Update Strategies	\$6,222	\$6,360	\$4,610	\$5,320	\$250	\$22,762
Recommended Plan Updates	\$16,733	\$5,280	\$750	\$840	\$500	\$24,103
Expenses	\$7,720	\$3,500	\$1,500			\$12,720
Total	\$76,239	\$32,810	\$21,380	\$10,640	\$1,250	\$142,319

**EXHIBIT B
PAYMENT
(NEGOTIATED HOURLY RATE)**

The Consultant shall be paid by the Agency for completed work and service rendered under this Agreement as provided hereinafter. The payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work.

- A. HOURLY RATES. The Consultant shall be paid by the Agency for work done, based upon the negotiated hourly rates show in the attached Exhibit C. The rates listed shall be applicable for the first twelve (12)-month period and shall be subject to negotiation for the following twelve (12)-month period upon request of the Consultant or the Agency. If negotiations are not conducted for the second or subsequent twelve (12)-month periods within ninety (90) days after completion of the previous period, the rates listed in this Agreement or subsequent written authorization(s) from the Agency shall be utilized for the period of the Agreement. The rates are inclusive of direct salaries, payroll additives, overhead and fee. The Consultant shall maintain support data to verify the hours billed on the Agreement.
- B. DIRECT NONSALARY COSTS. Direct non-salary costs will be reimbursed at the actual cost to the Consultant. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and subconsultant costs.
1. Air or train travel will only be reimbursed to economy class levels unless otherwise approved by the Agency. Automobile mileage for travel will be reimbursed at the current rate approved for Agency employees and shall be supported by the date and time of each trip with origin and destination of such trips. Subsistence and lodging expenses will be reimbursed at the same rate as for Agency employees.
 2. The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the Project.
 3. The Consultant shall maintain the original supporting documents in its office.
 4. All of the above charges must be necessary for the services provided under this Agreement.
- C. MANAGEMENT RESERVE FUND. The Agency may desire to establish a Management Reserve Fund to provide the Agreement Administrator the flexibility of authorizing additional funds to the Agreement for allowable unforeseen costs, or reimbursing the Consultant for additional work beyond that already defined in this Agreement. The amount included for the Management Reserve Fund is shown in the heading of this Agreement. This fund may be replenished in a subsequent

supplemental agreement. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section XIV, Extra Work.

- D. MAXIMUM TOTAL AMOUNT PAYABLE. The maximum total amount payable by the Agency to the Consultant under this Agreement shall not exceed the amount shown in the heading of this Agreement. The Maximum Total Amount Payable is comprised of the Total Amount Authorized and the Management Reserve Fund. The Maximum Total Amount Payable does not include payments for extra work as stipulated in Section XIV, Extra Work. No minimum amount payable is guaranteed under this Agreement.
- E. MONTHLY PROGRESS PAYMENTS. The Consultant may submit billings to the Agency for reimbursement of all costs authorized in (A) and (B) above on a monthly basis during the progress of the work. The billings shall be in a format approved by the Agency and accompanied by the monthly progress reports required under Section III "General Requirements" of this Agreement. The billings will be supported by detailed statements for hours expended at the rates established in Exhibit C, including names and classifications for all employees, and billings for all direct non-salary expenses. To provide a means of verifying the invoiced salary costs for Consultant employees, the Agency may conduct employee interviews. These interviews may consist of recording the names, titles, and present duties of those employees performing work on the Project at the time of the interview.
- F. FINAL PAYMENT. Final payment of any balance due the Consultant of the gross amount earned will be made promptly upon its verification by the Agency after the completion of the work under this Agreement, contingent upon receipt of all PS&E, plans, maps, notes, reports, and other related documents which are required to be furnished under this Agreement. Acceptance of the final payment by the Consultant shall constitute a release of all claims of any nature which the Consultant may have against the Agency unless the claims are specifically reserved in writing and transmitted to the Agency by the Consultant prior to its acceptance. The final payment shall not, however, be a bar to any claims that the Agency may have against the Consultant or to any remedies the Agency may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and that at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the Consultant, the Consultant will refund such overpayment to the Agency within ninety (90) days of notice of the overpayment. The refund shall not constitute a waiver by the Consultant for any claims relating to the validity of a finding by the Agency of overpayment. The Agency has twenty (20) days after receipt of the final Post Audit to begin the appeal process to the Agency for audit findings.

- G. INSPECTION OF COST RECORDS. The Consultant and the subconsultants shall keep available for inspection by representatives of the Agency for a period of three (3) years after final payment, the cost records and accounts pertaining to this Agreement and all items related to or bearing upon these records with the following exception: if any litigation, claim, or audit arising out of, in connection with, or related to the Agreement is initiated before the expiration of the three (3)-year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

EXHIBIT C

Project Budget and Cost Worksheet



1111 Main Street, Suite 300, Vancouver, Washington 98660-2958
360/823-6100 • 360/823-6101 Fax • www.abam.com

BergerABAM

John White	\$256.53
Don Hardy	\$152.66
David Sacamano	\$151.96
Scott Keillor	\$150.57
Read Stapleton	\$143.61
Earl Christian	\$89.93
Dan Johnston	\$136.65
Nicole McDermott	\$75.28
Traci Chumbley	\$87.84
Melissa Thomsen	\$97.59
Madeleine Dulemba	\$101.00
Laura Townsend	\$66.35

MIG

Director Urban Planning	\$165.00
Senior Planner	\$110.00
Associate Designer	\$90.00
GIS Associate	\$85.00

DKS

Senior Transp. Engineer	\$140.00
Transp. Engineer/ Planner	\$105.00

FCS

Senior Analyst Todd Chase	\$125.00
Analyst	\$115.00

SPWV

Principal	\$125.00
-----------	----------

**Agenda Sheet for City Council Meeting of:**

03/10/2014

Date Rec'd

2/26/2014

Clerk's File #

CPR 1981-0043

Renews #**Submitting Dept**

MAYOR

Cross Ref #**Contact Name/Phone**

RAE-LYNN BARDEN 625-6774

Project #**Contact E-Mail**

RBARDEN@SPOKANECITY.ORG

Bid #**Agenda Item Type**Boards and Commissions
Appointments**Requisition #****Agenda Item Name**

0520 APPOINTMENT TO ARTS COMMISSION

Agenda Wording

Appoint Susan Elisabeth Mermann-Jozwiak to serve a two-year term that began January 1, 2014 and will expire December 31, 2015 Appoint Sandra Kernerman to serve a two-year term that began January 1, 2014 and will expire December 31, 2015.

Summary (Background)

Appoint Susan Elisabeth Mermann-Jozwiak to serve a two-year term that began January 1, 2014 and will expire December 31, 2015 Appoint Sandra Kernerman to serve a two-year term that began January 1, 2014 and will expire December 31, 2015.

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

WESTFALL, JENNIFER

Study Session**Division Director****Other****Finance****Distribution List****Legal**

jquintrall@spokanecity.org

For the Mayor

SANDERS, THERESA

amcdaniel@spokanecity.org

Additional Approvals**Purchasing**

**Agenda Sheet for City Council Meeting of:**

03/10/2014

Date Rec'd

2/26/2014

Clerk's File #

CPR 1992-0059

Renews #**Submitting Dept**

MAYOR

Cross Ref #**Contact Name/Phone**

RAE-LYNN BARDEN 625-6774

Project #**Contact E-Mail**

RBARDEN@SPOKANECITY.ORG

Bid #**Agenda Item Type**Boards and Commissions
Appointments**Requisition #****Agenda Item Name**

0520 APPOINTMENT TO BICYCLE ADVISORY BOARD

Agenda Wording

Appoint Erik Nelson, Ryan Patterson and Donald Gibson to three year terms.

Summary (Background)

Appoint Erik Nelson to serve a staggered term of three years to begin on March 3, 2014 and expire on August 31, 2016. Appoint Ryan Patterson to serve a staggered term of three years to begin on March 3, 2014 and expire on August 31, 2016. Appoint Doanld Gibson to serve a staggered term of three years to begin on March 3, 2014 and expire on August 31, 2016.

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

WESTFALL, JENNIFER

Study Session**Division Director****Other****Finance****Distribution List****Legal**

lmeuler@spokanecity.org

For the Mayor

SANDERS, THERESA

amcdaniel@spokanecity.org

Additional Approvals**Purchasing**



Agenda Sheet for City Council Meeting of:
03/10/2014

<u>Date Rec'd</u>	2/26/2014
<u>Clerk's File #</u>	RES 2014-0022
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	CITY COUNCIL
<u>Contact Name/Phone</u>	CANDACE MUMM 625-6256
<u>Contact E-Mail</u>	CMUMM@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Resolutions
<u>Agenda Item Name</u>	0320 2014 PLAN COMMISSION WORK PLAN

Agenda Wording

Resolution adopting the City Plan Commission's 2014 Work Plan

Summary (Background)

The City Council annually adopts a Work Plan for the City Plan Commission. This resolution adopts that Work Plan For 2014.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Select	\$		#
Select	\$		#
Select	\$		#
Select	\$		#
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	BEN STUCKART	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT		
<u>For the Mayor</u>	SANDERS, THERESA		
<u>Additional Approvals</u>			
<u>Purchasing</u>			

Resolution No. 2014-0022

A resolution regarding the City Council's approval of the Plan Commission's 2014 Work Program.

WHEREAS, pursuant to SMC 4.12.080, the City Council will adopt by resolution an annual schedule, which will assign certain policy and planning issues for consideration by the Planning Commission;

WHEREAS, SMC 4.12.080 further provides that the commission shall, when requested by city council resolution, solicit information and comment from the public about planning goals and policies or plans for the City, and report to the city council its recommendations and a summary and analysis of the comments received from the public;

WHEREAS, the City Council and the Plan Commission met on December 2, 2013 to review and discuss the proposed Plan Commission 2014 Work Program.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPOKANE that the City Council hereby adopts the Plan Commission 2014 Work Program as set forth in Attachment A and approves of the work program for assigned policy and planning issues for consideration by the Planning Commission for 2014.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL that the City Council recognizes that work assignments can change throughout the year and, therefore, calls upon the Chairperson of the Planning Commission, the Planning Director and the City Council liaison to the Planning Commission to coordinate the implementation of the work program.

ADOPTED by the City Council this _____ day of December, 2013.

City Clerk

Approved as to form:

Assistant City Attorney

Draft Plan Commission 2014 Work Program

Work Program	Commissioners	Status	Completion
Mandated			
1. 2014 Annual Comprehensive Plan Amendments	Pelton		4Q14
2. Six-Year Programs (Water, Sewer, Storm water, Transportation)	Miller		3Q14
2014			
1. Developer Incentive Policy	Worlock	Draft ready for council PCED	1Q14
2. City Council Targeted Investment Program	SRC/GSI/CC	White paper	3Q14
3. Twenty-Five Year Joint Growth Management Program	Meuler	Joint venture w/Spokane County Planning	1Q 14
4. Main Avenue Revitalization Plan and Implementation Program	Meuler	DSP collaboration	2Q 14
5. Form Based Code Recommendation	SRC	Logan ready for PC recommendation	1Q14
6. East Sprague Redevelopment Implementation Program	Stripes	Council TIP management	1Q14
7. Parking Overlay Zones	Pelton/Meuler	Demonstration projects	4Q14
8. Comp Plan Update (other than 4 & 5)	SRC/Consultant		4Q 14
9. Link Spokane – Integrated Transportation/Utility Planning (Chapters 4 & 5)	Meuler/Consultant		4Q-14
2015			
1. Comprehensive Plan (integrated) five-year update	SRC		3Q15
2. Downtown Plan update	Meuler		2Q15
2016-2017			
Plan Commission Operational Goals for 2014			
1. Conduct PC new member orientation	PC Pres./SRC		1Q14
2. Conduct Plan Commission retreat.	PC Pres./SRC	All PDS boards & commissions	June 25, 2014
3. Schedule quarterly meetings between PC and City Council	PC Pres./CC Liaison	done	May 1, Aug 8, Nov 7
4. Support ongoing PC member professional development.	SRC/CC Liaison		Ongoing
5. Establish PC subcommittees as needed to research proposals.	PC Pres./SRC		Ongoing

Revised 2/21/2014

Other City Council Comments regarding 2014 Work Program

- Policy recommendations for ranking on capital projects
- Design Standards Update
- Pedestrian Bridge Housing Plan
- Master Pedestrian Plan (Chapter 4 update)



Agenda Sheet for City Council Meeting of:
03/10/2014

Date Rec'd	2/26/2014
Clerk's File #	RES 2014-0023
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	AMBER WALDREF 625-6255
Contact E-Mail	MFEIST@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	4300 - RESOLUTION RE CLEAN WATER AFFORDABILITY ACT

Agenda Wording

A resolution supporting federal legislation that would codify elements of the US Environmental Protection Agency's integrated planning framework and provide financial assistance for implementing integrated plans.

Summary (Background)

Using EPA's integrated planning framework, the City has reworked plans for managing overflows from combined sewers, developed new plans for stormwater management, and incorporated work from the wastewater treatment plant. The City expects significant savings and magnitudes greater pollution reduction for the Spokane River through this approach. But, the City needs financial support to implement these plans. Supporting legislation promoting this approach and financial assistance is consistent.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	BEN STUCKART	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	PW Committee 2/24/2014
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	awaldref@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	lkinnear@spokanecity.org	
<u>Additional Approvals</u>		rromero@spokanecity.org	
<u>Purchasing</u>		bpatrick@spokanecity.org	
		mfeist@spokanecity.org	
		mdavis@spokanecity.org	

RESOLUTION NO. 2014-0023

A resolution supporting federal legislation, including the Clean Water Affordability Act of 2014, that would codify elements of the U.S. Environmental Protection Agency's integrated planning framework and would provide financial assistance for local jurisdictions implementing an integrated plan.

WHEREAS, communities across the nation are facing significant costs to achieve Clean Water Act requirements related to municipal wastewater and stormwater management; and

WHEREAS, the Environmental Protection Agency (EPA) issued its integrated planning framework in June 2013 to assist those communities by allowing them to prioritize wastewater and stormwater projects based on benefits to water quality and human health; and

WHEREAS, the framework also encourages innovative technologies, supports economic development and other community benefits, and considers a jurisdiction's financial capability; and

WHEREAS, using the framework as a guide, the City of Spokane spent the last year reworking its plans for managing overflows from combined sanitary and stormwater sewers, developing new plans for significant stormwater management, and incorporating work needed at the City's wastewater treatment facility; and

WHEREAS, the City estimates that the plans developed using the integrated framework would save ratepayers \$100 million or more and provide magnitudes greater pollution reduction for the Spokane River than previous plans; and

WHEREAS, to achieve these significant results, the City and its ratepayers need financial support; - - Now, Therefore,

BE IT RESOLVED that the Spokane City Council urges our Washington State U.S. Congressional delegation to support and Congress to pass legislation, including the Clean Water Affordability Act of 2014, upholding the integrated planning framework and providing financial assistance for implementing these innovative, integrated plans.

ADOPTED BY THE CITY COUNCIL ON _____.

City Clerk

Approved as to form:

Assistant City Attorney

**Agenda Sheet for City Council Meeting of:**

03/10/2014

Date Rec'd

2/26/2014

Clerk's File #

RES 2014-0024

Renews #**Submitting Dept**

CITY COUNCIL

Cross Ref #**Contact Name/Phone**AMBER WALDREF 6255
& JON SNYDER**Project #****Contact E-Mail**

KGIMPEL@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Resolutions

Requisition #**Agenda Item Name**

4490 - RESOLUTION REGARDING WASTE TO ENERGY FACILITY OPERATIONS.

Agenda Wording

A resolution requesting an evaluation of internalizing the operation of the Spokane Waste to Energy Facility and development of a plan to implement the change, if appropriate.

Summary (Background)

The City may opt not to renew the Waste to Energy facility operational agreement with Wheelabrator, effective Nov. 16, 2014. The City is considering internalizing the operation of the WTE facility to provide maximum flexibility and efficiency to meet the needs of Spokane citizens and create the best possible business plan for the future. This resolution supports a comprehensive evaluation of bringing WTE operations in house and advocates for the creation of a plan to implement such a change.

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

BEN STUCKART

Study Session**Division Director****Other**

PW Comm 2/24/2014

Finance

LESESNE, MICHELE

Distribution List**Legal**

DALTON, PAT

rromero@spokanecity.org

For the Mayor

SANDERS, THERESA

kgimpel@spokanecity.org

Additional Approvals

swindsor@spokanecity.org

Purchasing

eschoedel@spokanecity.org

RESOLUTION NO. 2014-0024

A resolution regarding the operation of the Spokane Waste to Energy facility.

WHEREAS, the City of Spokane is strongly considering taking over operations of the Waste to Energy (WTE) facility in order to provide maximum flexibility and efficiency to meet the needs of the citizens of Spokane and create the best possible business plan for future; and

WHEREAS, effective November 16, 2014, the City has the option of not renewing the WTE operational agreement with Wheelabrator and taking over the facility's operation; and

WHEREAS, to ensure delivery of efficient and effective services, the City always must consider opportunities to make change that can provide greater results now and for the long-term; and

WHEREAS, initial evaluation of bringing WTE operations in house shows the possibility of financial savings, improved operations, greater coordination between solid waste collection and disposal services, and greater ability to manage change; and

WHEREAS, on the same schedule, interlocal agreements related to regional solid waste management and disposal expire and a new interlocal that positions Spokane County as the lead solid waste authority takes effect; and

WHEREAS, since the new solid waste management system still is being formed, the volume of solid waste that will be disposed of at WTE remains uncertain and internal control of the facility could allow for greater flexibility to manage that uncertainty; and

WHEREAS, in addition, internal operation of WTE could provide employment opportunities for valuable City employees who face layoff as a result of the changes in regional solid waste management that includes the transfer of ownership to the County of the Valley and North County transfer stations; and

WHEREAS, it is the goal of the City Council to have the City of Spokane operate the WTE, which is strategically located in the heart of West Plains industrial area, to maximize economic development opportunities and operational efficiencies, minimize environmental concerns, and provide the best possible service to our Solid Waste utility customers; - - Now, Therefore,

BE IT RESOLVED that the City Council requests the Mayor and his administration perform a comprehensive evaluation of internalizing the operation of the WTE and create a plan to implement the transition, if appropriate.

Adopted this _____ day of March, 2014.

City Clerk

Approved as to form:

Assistant City Attorney

**Agenda Sheet for City Council Meeting of:**

02/24/2014

Date Rec'd

2/12/2014

Clerk's File #

ORD C35079

Renews #**Submitting Dept**

CITY COUNCIL

Contact Name/Phone

JON SNYDER 6254

Contact E-Mail

JSNYDER@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Agenda Item Name

0320 ORDINANCE RE WATER & SERVICE SERVICE IN THE UGA

Cross Ref #**Project #****Bid #****Requisition #****Agenda Wording**

An ordinance relating to sewer and water services outside of the city limits; amending SMC sections 13.03.0802 and 13.04.1922.

Summary (Background)

See attached Word document for Agenda Background.

Fiscal Impact

Select \$

Select \$

Select \$

Select \$

Budget Account

#

#

#

#

Approvals**Dept Head**

BEN STUCKART

Division Director**Finance**

LESESNE, MICHELE

Legal

BURNS, BARBARA

For the Mayor

FEIST, MARLENE

Council Notifications**Study Session****Other****Distribution List****Additional Approvals****Purchasing**

ORDINANCE NO. C35079

AN ORDINANCE relating to sewer and water services outside of the city limits; amending SMC sections 13.03.0802 and 13.04.1922.

The City of Spokane does ordain:

Section 1. That SMC section 13.03.0802 is amended to read as follows:

13.03.0802 Connections Authorized

- A. City sewer utility service is initially intended to provide for the needs of the residents of the City of Spokane. The City reserves the right to decline to serve any area outside the City, or to condition such service upon entry into a written contract, upon such additional terms and conditions as may be determined at the time service is requested or thereafter, as municipal needs may require, in accord with ordinances established by the city council, considering additional expenses imposed or burdens created by outside the City sewer service.
- B. Pursuant to authority granted by RCW 35.67.310, the director of (~~wastewater management~~) utilities is authorized to enter into agreements for and on behalf of the City with owners of property beyond the city limits permitting connection of such property with the City's sewers upon the terms and conditions and subject to the payments prescribed in this Article when, in his judgment, such connection will not overload or imperil the City's sewer system, including collection and transmission capacity as well as treatment and discharge capabilities for current or future City customer needs, and as further subject to any other applicable laws or restrictions. Any agreement to extend sewer service by the director of utilities shall comply with all sewer service policies and procedures approved by the city council and subsection D.
- C. In the event all aspects of service are not specifically addressed by contract or otherwise specifically provided, in addition to the provisions of SMC 13.03.0804, any other portions of this chapter or chapter 13.01 SMC may be applied by the director of (~~wastewater management~~) utilities where deemed necessary, as terms and conditions of service to outside the City customers.
- D. Notwithstanding the provisions of chapter 13.03 SMC, the City shall not provide sewer service to areas added to the urban growth area unless the time period to file a petition for review to the growth management hearings board has expired and no petitions were filed or, if a petition was filed, upon the issuance by the board of its final order finding that the action taken to expand the urban growth area is in compliance with statutory regulations of the growth management act, chapter 36.70A RCW, or, if the board issued a final order finding that the expansion of the urban growth area did not comply with the statutory

requirements of the growth management act, a subsequent judicial determination that the expansion of the urban growth area did comply with the growth management act, whichever occurs latest in time; provided, this paragraph shall not be interpreted as modifying the City's ability to provide sewer service to areas within the boundaries of its sewer service area as established by the Washington State Department of Health.

1. The enforcement of this subsection shall be subject to any pre-existing contractual obligation or any state statutory or legislative authority providing for the extension of sewer service or provisions of the City's Comprehensive Plan, Six-Year Comprehensive Sewer Program, Chapter 35.91 RCW, Chapter 35.92 RCW or the City's sewer system plan as established by the Washington State Department of Health. Any amendment to the City's Comprehensive Plan or Six-Year Comprehensive Sewer Program shall comply with the provisions of this subsection. In the event of a conflict, the provisions of this subsection shall supersede conflicting provisions of the City's Comprehensive Plan or Six-Year Comprehensive Sewer Program.
2. Applications for sewer service in areas added to the urban growth area that qualify for service as set forth in subsection D shall be process in the normal course of business. Any subsequent agree to provide service in those areas shall include terms and conditions as permitted by state law and the City's Six-Year Comprehensive Sewer Program.

Section 2. That SMC section 13.04.1922 is amended to read as follows:

13.04.1922 Outside the City Water Service

- A. City water utility service is initially intended to provide for the needs of the ((residents)) customers of the City of Spokane. The City reserves the right to decline to serve any area outside the City, or to condition such service upon entry into a written contract, upon such additional terms and conditions as may be determined at the time service is requested or thereafter, as municipal needs may require, considering additional expenses imposed or burdens created by outside the City service.
- B. Pursuant to authority granted by RCW 35.92. ((020)) 200, the director of utilities is authorized to enter into agreements for and on behalf of the City with owners of property beyond the City limits permitting connection of such property to the City's water utility service upon the terms and conditions and subject to the payments prescribed in this Article when, in his judgment, such connection will not overload or imperil the City's water system, including domestic and fireflow pressure, supply resources and municipal water rights, all as may be needed by current or future city customer needs, and as further subject to any other applicable laws or restrictions. Any agreement to extend water service by the

director of utilities shall comply with all water service policies or procedures approved by the city council and subsection D.

- C. In the event all aspects of service are not specifically addressed by contract or otherwise specifically provided any other portions of this chapter or chapter 13.01 SMC may be applied by the director of utilities, where deemed necessary, as terms and conditions of service to outside the City customers.
- D. Notwithstanding the provisions of chapter 13.04 SMC, the City shall not provide water service to areas added to the urban growth area until unless the time period to file a petition for review to the growth management hearings board has expired and no petitions were filed or, if a petition was filed, upon the issuance by the board of its final order finding that the action taken to expand the urban growth area is in compliance with statutory regulations of the growth management act, chapter 36.70A RCW, or, if the board issued a final order finding that the expansion of the urban growth area did not comply with the statutory requirements of the growth management act, a subsequent judicial determination that the expansion of the urban growth area did comply with the growth management act, whichever occurs latest in time; provided, this paragraph shall not be interpreted as modifying the City's ability to provide water service to areas within the boundaries of its water service area as established by the Washington State Department of Health.
1. The enforcement of this subsection shall be subject to any pre-existing contractual obligation or any state statutory or legislative authority providing for the extension of water service or provisions of the City's Comprehensive Plan, Six-Year Comprehensive Water Program, Chapter 35.91 RCW, Chapter 35.92 RCW or the City's water system plan as established by the Washington State Department of Health. Any amendment to the City's Comprehensive Plan or Six-Year Comprehensive Water Program shall comply with the provisions of this subsection. In the event of a conflict, the provisions of this subsection shall supersede conflicting provisions of the City's Comprehensive Plan or Six-Year Comprehensive Water Program.
 2. Applications for water service in areas added to the urban growth area that qualify for service as set forth in subsection D shall be process in the normal course of business. Any subsequent agree to provide service in those areas shall include terms and conditions as permitted by state law and the City's Six-Year Comprehensive Water Program.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

Agenda Background for Ord Re Water & Service in the UGA

Previous expansions of the urban growth area (UGA) has resulted in the vesting of development projects before the expiration of the time period to file a petition for review with the growth management hearings board resulting in vested development projects in areas where the expanded UGA is later determined to be in violation of the Growth Management Act. The vested development projects end up being located in areas outside of the UGA requiring urban services. This ordinance will prohibit the expansion of water or sewer services to areas added to the urban growth area until the time period to file a petition for review to the growth management hearings board (board), as provided in RCW 36.70A.290 (2), has expired or, if a petition for review was filed, upon the issuance by the board of its final order finding that the action taken to expand the urban growth area is in compliance with statutory regulations of the growth management act, Chapter 3670A RCW, or, if the board issued a final order finding that the expansion of the urban growth area did not comply with the statutory requirements of the growth management act, a subsequent determination that the expansion of the urban growth area did comply with the growth management act, whichever occurs latest in time. This prohibition shall not apply if the city has a pre-existing obligation to serve either by agreement or other statutory obligations.