

**CITY COUNCIL MEETINGS  
RULES – PUBLIC DECORUM**

Strict adherence to the following rules of decorum by the public will be observed and adhered to during City Council meetings, including open forum, public comment period on legislative items, and Council deliberations:

- 1. No Clapping!**
- 2. No Cheering!**
- 3. No Booing!**
- 4. No public outbursts!**
- 5. Three-minute time limit for comments made during open forum and public testimony on legislative items!**
- 6. No person shall be permitted to speak at open forum more often than once per month.**

**In addition, please silence your cell phones when entering the Council Chambers!**

Further, keep the following City Council Rules in mind:

**Rule 2.2 Open Forum**

- 2.2.4 The open forum is a limited public forum and all matters discussed shall relate to affairs of the City. No person may use the open forum to speak on such matters and in such a manner as to violate the laws governing the conduct of municipal affairs. No person shall be permitted to speak on matters related to the current or advance agendas, potential or pending hearing items, or ballot propositions for a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not make personal comment or verbal insults about any individual.
- 2.2.6 In an effort to encourage wider participation in open forum so that the Council can hear a wide array of citizen comment, no person shall be permitted to speak at open forum more often than once per month. However, this limitation has no effect on the public comment rules concerning items on the Council's current legislative agenda, special consideration items, hearing items, and other items before the City Council requiring Council action that are not adjudicatory or administrative in nature, as specified in Rules 5.3 and 5.4.

**Rule 5.4 Public Testimony Regarding Legislative Agenda Items – Time Limits**

- 5.3.1 Members of the public may address the Council regarding items on the Council's legislative agenda, special consideration items, hearing items and other items before the City Council requiring Council action that are not adjudicatory or administrative in nature. This rule shall not limit the public's right to speak during the open forum.
- 5.3.2 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 and provide his or her address as a condition of recognition. In order for a council member to be recognized by the Chair for the purpose of obtaining the floor, the council member shall either raise a hand or depress the call button on the dais until recognized by the Council President.
- 5.3.3 Each person speaking at the public microphone shall verbally identify him(her)self by name and, if appropriate, representative capacity.
- 5.3.4 Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded and documents submitted for the record are identified and marked by the Clerk.
- 5.3.5 In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, no modes of expression not provided by these rules, including but not limited to demonstrations, banners, applause, profanity, vulgar language, or personal insults will be permitted.
- 5.3.6 A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.
- 5.3.7 When addressing the Council, members of the public shall direct all remarks to the Council President and shall confine remarks to the matters that are specifically before the Council at that time.
- 5.3.8 When any person, including members of the public, City staff and others are addressing the Council, council members shall observe the same decorum and process, as the rules require among the members inter se. That is, a council member shall not engage the person addressing the Council in colloquy, but shall speak only when granted the floor by the Council President. All persons and/or council members shall not interrupt one another. The duty of mutual respect set forth in Rule 1.2 and the rules governing debate set forth in *Robert's Rules of Order* shall extend to all speakers before the City Council. The council president pro-tem shall be charged with the task of assisting the council president to insure that all individuals desiring to speak, be they members of the public, staff or council members, shall be identified and provided the opportunity to speak.

# THE CITY OF SPOKANE



## ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, OCTOBER 16, 2017

### 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 BREEAN BEGGS

COUNCIL MEMBER MIKE FAGAN

COUNCIL MEMBER LORI KINNEAR

COUNCIL MEMBER CANDACE MUMM

COUNCIL MEMBER KAREN STRATTON

COUNCIL MEMBER AMBER WALDREF

CITY 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 THURSDAYS 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 entrance 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](http://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 Human Resources at (509) 625-6383, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or [jjackson@spokanecity.org](mailto:jjackson@spokanecity.org). Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

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. Contract Amendment with Stantec Consulting Services, Inc. (Spokane, WA) to implement the EPA grants for Brownfield Cleanup in Riverfront Park, extending the duration and adding scope—\$67,500. Total Contract Amount: \$453,500.<br><b>Lisa Key</b> | Approve        | OPR 2014-0760 |
| 2. Recommendation to list the Jenkins Building, 802 North Monroe Street, on the Spokane Register of Historic Places.<br><b>Megan Duvall</b>  | Approve        | OPR 2017-0707 |
| 3. Grant funding for Brownfield Cleanup in Riverfront Park from the Environmental Protection Agency from September 1, 2017 through August 31, 2019 for:  | Approve<br>All |               |
| a. Havermale Island Site A—\$200,000.  |                | OPR 2017-0708 |
| b. Canada Island, Site B—\$200,000.  |                | OPR 2017-0709 |
| c. North Bank, Site C—\$200,000.   |                | OPR 2017-0710 |

Total Award Amount: \$600,000.

**Lisa Key**

- 4. Contract with Martin Luther King Jr. Family Outreach Center (Spokane, WA) to support operations of the East Central Community Center to meet the needs of the surrounding neighborhood through services and community building activities from January 1, 2018 through December 31, 2021—\$350,000.  
**Alicia Ayars** Approve OPR 2017-0711  
RFP 4321-17
- 5. Report of the Mayor of pending: Approve & Authorize
  - a. Claims and payments of previously approved obligations, including those of Parks and Library, through \_\_\_\_\_, 2017, total \$\_\_\_\_\_, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$\_\_\_\_\_ Payments CPR 2017-0002
  - b. Payroll claims of previously approved obligations through \_\_\_\_\_, 2017: \$\_\_\_\_\_ CPR 2017-0003
- 6. City Council Meeting Minutes: \_\_\_\_\_, 2017. Approve All CPR 2017-0013

## 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)

**NO BOARDS AND COMMISSIONS APPOINTMENTS**

**ADMINISTRATIVE 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.

Note: No person shall be permitted to speak at Open Forum more often than once per month (Council Rule 2.2.6).

---

**LEGISLATIVE AGENDA**

**NO SPECIAL BUDGET ORDINANCES**

**NO EMERGENCY ORDINANCES**

**RESOLUTIONS**

(Require Four Affirmative, Recorded Roll Call Votes)

**RES 2017-0088** Stating the City Council’s intention and desire to complete the Monroe Street project without the use of a “road diet” which will restrict traffic flow on north Monroe Street at the completion of the project.

**Council Member Fagan**

**NO FINAL READING ORDINANCES**

**FIRST READING ORDINANCES**

(No Public Testimony Will Be Taken)

**ORD C35557**      **Relating to imprest accounts, amending SMC 7.03.110 Section 1.**

**Howard Delaney**

**NO SPECIAL CONSIDERATIONS**

**NO HEARINGS**

---

**Motion to Approve Advance Agenda for October 16, 2017**  
(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.

Note: No person shall be permitted to speak at Open Forum more often than once per month (Council Rule 2.2.6).

**ADJOURNMENT**

The October 16, 2017, Regular Legislative Session of the City Council is adjourned to October 23, 2017.

---

**NOTES**



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

10/16/2017

Date Rec'd	10/3/2017
Clerk's File #	OPR 2014-0760
Renews #	

Submitting Dept	PLANNING	Cross Ref #	
Contact Name/Phone	LISA KEY FOR 625-6597	Project #	
Contact E-Mail	TSTRIPES@SPOKANECITY.ORG &	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR18732
Agenda Item Name	0650 - BROWNFIELD CLEANUP GRANT AMENDMENT		

Agenda Wording

Contract amendment to implement the EPA grants for Brownfield Cleanup in Riverfront Park. Amends the contract with Stantec OPR 2014-0706-extends the duration, adds scope, and \$67,500.

Summary (Background)

EPA awarded the City three Cleanup Grants totaling \$600,000. Previously the services of our contractor Stantec OPR 2014-0760 were secured following federal procurement processes and the existing contract includes the implementation of future grant implementation assistance.

<u>Fiscal Impact</u>	Grant related? YES	<u>Budget Account</u>
	Public Works? NO	

Expense	\$ 67,500	# 1360 94163 58100 54201 99999
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MEULER, LOUIS	<u>Study Session</u>	
<u>Division Director</u>	MALLAHAN, JONATHAN	<u>Other</u>	Urban Development
<u>Finance</u>	HUGHES, MICHELLE	Distribution List	
<u>Legal</u>	DALTON, PAT	jmallahan@spokanecity.org	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	mhughes@spokanecity.org	
<u>Additional Approvals</u>		lkey@spokanecity.org	
<u>Purchasing</u>		leadie@spokanecity.org	
		tstripes@spokanecity.org	
		bellison@spokanecity.org	
		gjones@spokanecity.org	





## Continuation of Wording, Summary, Budget, and Distribution

### Agenda Wording

The assistance assures EPA criteria are met and the technical oversight is in place. (Cross-reference today's EPA contract approval.)

### Summary (Background)

#### Fiscal Impact

Select \$

Select \$

#### Budget Account

#

#

#### Distribution List

sstopher@spokanecity.org

jlbrown@spokanecity.org

sbishop@spokanecity.org

City of Spokane Briefing Paper  
Planning Brownfields Program:  
EPA Grant Funding Acceptance  
10/9/2017

---

**Subject**

This briefing is in regards to a contract amendment, which implements the three EPA awarded grants for Brownfield Cleanup in Riverfront Park. We are amending an existing contract with Stantec—extending the duration, adding additional scope, and adding \$67,500. Their assistance will assure EPA grant criteria are met and the technical oversight needed is in place. Attached is the OPR 2014-0760 Contract Amendment. (Please cross-reference today's briefing on the acceptance of the three EPA grants.)

**Background**

EPA awarded the City three Cleanup Grants totaling \$600,000. Previously the services of our contractor, Stantec OPR 2014-0760 were secured following federal procurement processes and the existing contract includes the implementation of future grant implementation work to be done.

**Recommendations**

Please approve this contract amendment to assist in implementing the three EPA Brownfield cleanup grants. (Please cross-reference today's briefing on the acceptance of the three EPA grants.)



**City of Spokane**  
**CONTRACT AMENDMENT**  
**Title: THE YARD – Grant Writing and Technical Assistance for U.S. EPA Brownfield Grants**

This Contract Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **STANTEC CONSULTING SERVICES, INC.**, whose address is 621 West Mallon Avenue, Suite 309, Spokane, Washington 99201-2181 as ("Consultant"). Individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein the Consultant agreed to provide for the City grant application assistance, project management, environmental inventory and assessment, and public information and outreach support for, but not limited to the United States Environmental Protection Agency (U.S. EPA) Brownfields Community Assessment grant as part of the U.S. E{A Brownfields Grant Competition; and*

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

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

**1. CONTRACT DOCUMENTS.**

The Contract, dated October 31, 2014 and December 18, 2014, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Amendment shall become effective on September 1, 2017 and run through August 31, 2020

**3. ADDITIONAL WORK.**

The Scope of Work in the original Contract is revised to include the following:

Scope of work for Provide assistance to the City in implementing the three USEPA Cleanup Grants. The scope of work is organized in accordance with tasks and activities detailed in the three project work plans prepared by the City.

Task 1 – Project Management: The activities included under Task 1 in the work plans include: (a) preparation of quarterly progress reports, (b) providing updates for the cleanup sites in the USEPA ACRES system, (c) completion of annual DBE/WBE/MBE reports for USEPA, and (d) preparation of the final performance

reports. No USEPA funding was allocated to this task for work by either City staff or consultants. Therefore, it is assumed that Stantec assistance with these reporting activities will be limited in scope, and accomplished in the course of completing activities or deliverables for other tasks.

If a greater level of assistance is required, prior to executing the cooperative agreements, the City may wish to consider modifying the work plans to incorporate budget for contractual services for this purpose under this task. Another option would be to accomplish this through a work plan amendment later in the project.

It is anticipated that USEPA may require the City to submit separate quarterly reports for each grant and target area. Although detailed quarterly reports can be of value for assessment grants, they would provide little value for this project. It is recommended that the City adopt a bare-bones report format that can be easily updated each quarter, with greater emphasis on tracking and reporting accomplishments on ACRES (including photos and other supporting documentation). This will help to minimize the level of effort required to comply with USEPA reporting requirements, while providing USEPA with the most useful data and documentation for promoting the project (and USEPA's Brownfields Grant Program).

**Task 2 – Public Involvement:** The activities included under Task 2 in the work plans include: (a) preparation of a Public Involvement Plan (presumably, a combined plan for the three grants), (b) providing public notice and comments for the revised Analysis of Brownfield Cleanup Alternatives (ABCAs), and (c) providing project updates and other public information. No USEPA funding was allocated to this task for work by either City staff or consultants. It is assumed that Stantec will have no role or responsibilities for this task (although participation in one or more meetings could likely be accommodated as part of our oversight responsibilities budgeted separately under Task 3).

**Task 3 – Cleanup Planning:** The activities included under Task 3 in the work plans include: (a) performing updates to the draft ABCA documents that were submitted as part of the grant applications, (b) integrating sustainability measures into the ABCA documents, (c) satisfying Endangered Species Act (ESA) and National Historic Preservation Act (NHPA) requirements, (d) preparation of a QAPP and Health and Safety Plan (HASP) (if required by USEPA). Discussion of each activity is provided below.

**A) ABCA Updates:** Preparation of the final ABCA documents are a USEPA requirement specific to the cleanup grants. Cleanup will be performed in accordance with the Soil Management Plan that was prepared by GeoEngineers in May 2016 and approved by Ecology on June 23, 2016. In order to obtain value from the ABCA documents, Stantec will focus on using this effort to align the ABCA documents with any changes in project plans for the three areas that have occurred since the grant applications were submitted in December 2016.

**B) Sustainability Measures:** These were incorporated into the draft ABCAs, and will be updated by Stantec as appropriate as part of the ABCA updates.

**C) ESA and NHPA Requirements:** It is Stantec's understanding that documentation meeting these requirements has already been to and approved by the appropriate federal and state agencies.

D) QAPP and HASP: A new QAPP may not be required for the project, as the work is being performed in accordance with a Soil Management Plan that has been reviewed and approved by Ecology. If a QAPP is required, an option may be to utilize the existing USEPA-approved QAPP for the USEPA Assessment Grant project, and to prepare a single Sampling and Analysis Plan (SAP) addressing all three cleanup sites and focused on data collection to be performed as part of the cleanup activities (with the existing Soil Management Plan, included as an appendix). This would be efficient and would also likely require a much shorter review/approval period than typical for USEPA Brownfields QAPPs.

Stantec will prepare a HASP for use by Stantec personnel during the periodic on-site inspections to be performed under Task 4.

Task 4 – Cleanup Performance and Completion/Grant Closeout: The activities included in the work plans for Task 4 include a) work by the remedial contractor(s), b) remedial oversight and confirmation sampling, c) remedial documentation, and d) final project reporting. Discussion of each activity is provided below.

A) Remedial Contractor Activities: It is assumed that work to be performed by remedial contractors will be performed as part of existing contracts with the City for the Riverfront Park project as a whole. It is assumed that this work will be contracted directly with the City (and not through an intermediary such as Stantec).

B) Remedial Oversight and Confirmation Sampling: The scope of remedial oversight and confirmation sampling to be conducted by Stantec and/or GeoEngineers will require further discussion with the City, and clarification regarding the scope and assigned responsibilities within GeoEngineer's existing contract with the City.

C) Remedial Documentation: Remedial documentation will be prepared by Stantec and GeoEngineers to document USEPA-funded cleanup activities performed in each area. This will include figures showing the limits of remedial excavations and engineered and the locations of confirmation soil samples. Other documentation will include field photos, copies of laboratory analytical reports, tabulated sample results, documentation from the landfill or other disposal facilities, copies of any relevant correspondence with Ecology, and a narrative documenting remedial work performed by Stantec, GeoEngineers, or the remedial contractors. These will be compiled into separate remedial documentation reports for each area. These reports will be of use in completing project closeout with USEPA, and eventually as part of final remedial reports for Riverfront Park as a whole.

D) Final Project Reporting: The work plans identify this as an activity to be performed by City staff, making use of information and deliverables prepared by the environmental consultant or others as part of other tasks or subtasks.

#### **4. COMPENSATION.**

The City shall pay an additional amount not to exceed **SIXTY SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$67,500.00)** for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

**STANTEC CONSULTING SERVICES, INC.**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

**Attachments that are part of this Agreement:**

Amended Scope of Work



September 29, 2017

**Attention: Teri Stripes**  
 City of Spokane  
 Planning & Development Services  
 808 W Spokane Falls Blvd  
 Spokane, Washington 99201

Dear Teri:

**Reference: Proposal, Cost Estimate, and Work Plan for USEPA Brownfields Cleanup Grant Implementation – Riverfront Park**

Per your request, Stantec Consulting Services Inc. (Stantec) has prepared the following proposal, cost estimate, and work plan for assisting the City of Spokane (the City) with implementation of the three United States Environmental Protection Agency (USEPA) Brownfields Cleanup Grants that were recently awarded to the City as part of the USEPA Fiscal Year 2017 (FY2017) Brownfields Grant Competition. This proposal includes background information, a proposed scope of work and cost estimate, schedule, and terms and conditions of agreement.

**GENERAL BACKGROUND INFORMATION**

In May 2017, the City was notified of the award of three USEPA Brownfields Cleanup Grants focused on three separate target areas within Riverfront Park in downtown Spokane. Draft work plans (dated July 19, 2017) were completed by the City for each grant and have been submitted to USEPA. A summary of proposed cleanup activities and grant funding for the three areas is provided below.

Cleanup Area Name	Land Area	USEPA Grant Funding Breakdown	Anticipated Scope of Soil Management Activities
Area A – Havermale Island	1.68 acres	Consultant (\$22,500 – USEPA funds); Remedial Contractor (\$177,500 – USEPA funds; \$218,300 – City funds)	Off-site disposal of ~3,200 CY of contaminated soil.
Area B – Canada Island		Consultant (\$22,500 – USEPA funds); Remedial Contractor (\$177,500 – USEPA funds; \$218,300 – City funds)	Off-site disposal of ~2,000 CY of contaminated soil.
Area C – North Bank	4 acres	Consultant (\$22,500 – USEPA funds); Remedial Contractor (\$177,500 – USEPA funds, \$180,565 – City funds)	Move and construct on-site repository for 5,285 CY of contaminated soil and ~4,500 CY imported clean fill.

CY = cubic yard

The City previously undertook a qualifications-based procurement (QBP) process in conformance with 2 CFR 200.317-200.326 for work under its existing USEPA community wide assessment grant. Stantec was selected for work under this previous grant, for which we teamed with GeoEngineers – the City's consultant that is currently overseeing cleanup work at Riverfront Park. The structure and format of the previous QBP process is such that the City could likely contract with Stantec's team without having to go out for a separate QBP solicitation. Contracting with Stantec would provide significant advantages to the "program" in terms of continuity, avoidance of unnecessary delays (critical for a project already in progress) – and this type of advantage is another consideration that would make USEPA favorable to awarding the project to Stantec.

A scope of work for the project was detailed in the three Cleanup Grant applications, as well as in the project work plans prepared by the City for submittal to USEPA. Stantec's proposed scope of work is designed to meet three primary objectives:

- Consistency with the required scope of work identified in the grant applications and the three work plans submitted to USEPA.
- Efficient integration of work by Stantec with that of GeoEngineers and avoidance of redundancy of efforts.
- Integrating USEPA-funded cleanup activities components of the overall cleanup/park improvement project, while still maintaining compliance with contractual and other requirements specific to the USEPA cleanup grants.

Stantec and our brownfields staff, have extensive experience in implementing USEPA Brownfields Cleanup Grants. These include three grants that are currently being implemented for the City of Hastings, Minnesota on a multi-parcel redevelopment and adaptive reuse project bordering the Mississippi River, as well as two grants awarded for a 20-acre downtown waterfront park and mixed used development project on the Wisconsin River in Wausau, Wisconsin. We are experienced with strategies for integrating USEPA Cleanup Grants into larger projects involving multiple funding sources with differing administrative and regulatory requirements, as well as strategies for effectively managing grants on multi-parcel sites awarded multiple USEPA Cleanup Grants. Some key issues or challenges for Riverfront Park will include:

- Compliance with prevailing wage requirements for remedial contractors (if other cleanup work at the Site is not subject to these same requirements).
- Performing cleanup, and maintaining engineering, administrative, and financial records sufficient to track cleanup costs associated with each of the three USEPA Cleanup Grant areas, separate from each other and separate from work in other areas of Riverfront Park.

## **PROPOSED SCOPE OF WORK**

Following is a proposed scope of work for providing assistance to the City in implementing the three USEPA Cleanup Grants. The scope of work is organized in accordance with tasks and activities detailed in the three project work plans prepared by the City.

**Task 1 – Project Management:** The activities included under Task 1 in the work plans include: (a) preparation of quarterly progress reports, (b) providing updates for the cleanup sites in the USEPA ACRES system, (c) completion of annual DBE/WBE/MBE reports for USEPA, and (d) preparation of the final performance reports. No USEPA funding was allocated to this task for work by either City staff or consultants. Therefore, it is assumed that Stantec assistance with these reporting activities will be limited in scope, and accomplished in the course of completing activities or deliverables for other tasks.

If a greater level of assistance is required, prior to executing the cooperative agreements, the City may wish to consider modifying the work plans to incorporate budget for contractual services for this purpose under this task. Another option would be to accomplish this through a work plan amendment later in the project.

*It is anticipated that USEPA may require the City to submit separate quarterly reports for each grant and target area. Although detailed quarterly reports can be of value for assessment grants, they would provide little value for this project. It is recommended that the City adopt a bare-bones report format, that can be easily updated each quarter, with greater emphasis on tracking and reporting accomplishments on ACRES (including photos and other supporting documentation). This will help to minimize the level of effort required to comply with USEPA reporting requirements, while providing USEPA with the most useful data and documentation for promoting the project (and USEPA's Brownfields Grant Program).*

**Task 2 – Public Involvement:** The activities included under Task 2 in the work plans include: (a) preparation of a Public Involvement Plan (presumably, a combined plan for the three grants), (b)



providing public notice and comments for the revised Analysis of Brownfield Cleanup Alternatives (ABCAs), and (c) providing project updates and other public information. No USEPA funding was allocated to this task for work by either City staff or consultants. It is assumed that Stantec will have no role or responsibilities for this task (although participation in one or more meetings could likely be accommodated as part of our oversight responsibilities budgeted separately under Task 3).

**Task 3 – Cleanup Planning:** The activities included under Task 3 in the work plans include: (a) performing updates to the draft ABCA documents that were submitted as part of the grant applications, (b) integrating sustainability measures into the ABCA documents, (c) satisfying Endangered Species Act (ESA) and National Historic Preservation Act (NHPA) requirements, (d) preparation of a QAPP and Health and Safety Plan (HASP) (if required by USEPA). Discussion of each activity is provided below.

A) ABCA Updates: Preparation of the final ABCA documents are a USEPA requirement specific to the cleanup grants. Cleanup will be performed in accordance with the Soil Management Plan that was prepared by GeoEngineers in May 2016 and approved by Ecology on June 23, 2016. In order to obtain value from the ABCA documents, Stantec will focus on using this effort to align the ABCA documents with any changes in project plans for the three areas that have occurred since the grant applications were submitted in December 2016.

B) Sustainability Measures: These were incorporated into the draft ABCAs, and will be updated by Stantec as appropriate as part of the ABCA updates.

C) ESA and NHPA Requirements: It is Stantec's understanding that documentation meeting these requirements has already been to and approved by the appropriate federal and state agencies.

D) QAPP and HASP: A new QAPP may not be required for the project, as the work is being performed in accordance with a Soil Management Plan that has been reviewed and approved by Ecology. If a QAPP is required, an option may be to utilize the existing USEPA-approved QAPP for the USEPA Assessment Grant project, and to prepare a single Sampling and Analysis Plan (SAP) addressing all three cleanup sites and focused on data collection to be performed as part of the cleanup activities (with the existing Soil Management Plan, included as an appendix). This would be efficient and would also likely require a much shorter review/approval period than typical for USEPA Brownfields QAPPs.

Stantec will prepare a HASP for use by Stantec personnel during the periodic on-site inspections to be performed under Task 4.

**Task 4 – Cleanup Performance and Completion/Grant Closeout:** The activities included in the work plans for Task 4 include a) work by the remedial contractor(s), b) remedial oversight and confirmation sampling, c) remedial documentation, and d) final project reporting. Discussion of each activity is provided below.

A) Remedial Contractor Activities: It is assumed that work to be performed by remedial contractors will be performed as part of existing contracts with the City for the Riverfront Park project as a whole. It is assumed that this work will be contracted directly with the City (and not through an intermediary such as Stantec).

B) Remedial Oversight and Confirmation Sampling: The scope of remedial oversight and confirmation sampling to be conducted by Stantec and/or GeoEngineers will require further discussion with the City, and clarification regarding the scope and assigned responsibilities within GeoEngineer's existing contract with the City.

C) Remedial Documentation: Remedial documentation will be prepared by Stantec and GeoEngineers to document USEPA-funded cleanup activities performed in each area. This will include figures showing the limits of remedial excavations and engineered and the locations of confirmation soil samples. Other documentation will include field photos, copies of laboratory analytical reports, tabulated sample results, documentation from the landfill or other disposal facilities, copies of any relevant correspondence with Ecology, and a narrative documenting

remedial work performed by Stantec, GeoEngineers, or the remedial contractors. These will be compiled into separate remedial documentation reports for each area. These reports will be of use in completing project closeout with USEPA, and eventually as part of final remedial reports for Riverfront Park as a whole.

D) Final Project Reporting: The work plans identify this as an activity to be performed by City staff, making use of information and deliverables prepared by the environmental consultant or others as part of other tasks or subtasks.

**COST ESTIMATE**

The estimated costs to complete the consultant activities funded via the three USEPA cleanup grants are summarized below.

Task	Activity	Stantec Budget			TOTALS
		Havermale Island (Area A)	Canada Island (Area B)	North Bank (Area C)	
1	Project Management	\$0	\$0	\$0	<b>\$0</b>
2	Public Outreach	\$0	\$0	\$0	<b>\$0</b>
3	Revise ABCA Documents	\$5,000	\$5,000	\$5,000	<b>\$15,000</b>
	Prepare QAPP/SAP/HASPs	\$3,000	\$3,000	\$3,000	<b>\$9,000</b>
4	Oversight (on-site inspections)	\$5,000	\$5,000	\$5,000	<b>\$15,000</b>
	Oversight (coordination & billing review)	\$3,500	\$3,500	\$3,500	<b>\$10,500</b>
	Remedial Documentation Report	\$6,000	\$6,000	\$6,000	<b>\$18,000</b>
<b>TOTALS</b>		<b>\$22,500</b>	<b>\$22,500</b>	<b>\$22,500</b>	<b>\$67,500</b>

The \$22,500 in contractual funding included under each grant was allocated to Task 4 in the work plan, although some of the activities for which budget was assigned were included as part of the scope in the description for Task 3.

**KEY ASSUMPTIONS**

1. It is assumed that the level of effort and costs to be expended for each activity may vary from that shown on the table above as appropriate, so long as the total costs in the contractual budget of \$22,500 per grant and \$67,500 combined for three grants are not exceeded.
2. It is assumed that the scope of work for Stantec/GeoEngineers to be performed under the USEPA grants will be further clarified upon execution of the Cooperative Agreement. A "roles and responsibilities" memorandum will be prepared to clarify tasks and activities to be performed by various City staff, by the remedial contractor(s), by Stantec or GeoEngineers, and by other project partners. This will also detail work to be performed as part of the USEPA Cleanup Grant Projects, versus that to be performed as part of other contracts as part of the overall Riverfront Revitalization Project.
3. Work at the Site will be performed by trained personnel in conformance with 40 CFR 1910.22. Based on the current conditions, we anticipate that work will proceed under USEPA Safety Level D conditions. A site-specific health and safety plan will be prepared before implementing the work. This safety plan will include general information about the Site, waste characteristics, safety characterization, an emergency response plan and emergency routes. Additionally, the safety level will be continuously monitored and revised as necessary based on the conditions encountered.

**SCHEDULE**

From reading the Cooperative Agreement we understand that the Project Period begins on September 1, 2017 and ends on August 31, 2019. Based on information received to date, we anticipate that Stantec's formal involvement will begin immediately upon establishing a contract amendment with the City. The schedule for remaining activities will be established as the project evolves.

**PAYMENT TERMS & CONDITIONS**

Invoices for the services performed will be submitted either upon completion of such services or on a monthly basis. Refer to the attached Agreement for additional terms and conditions.

If you find our proposal and enclosed Professional Services Agreement (PSA) acceptable, please sign and return a copy of the agreement. A signed copy of the PSA is required before project initiation. If you have any questions please don't hesitate to contact the undersigned below.

Best regards,

**STANTEC CONSULTING SERVICES INC.**



Cyrus Gorman, LG  
Project Manager  
Phone: (206) 494-5029  
[cyrus.gorman@stantec.com](mailto:cyrus.gorman@stantec.com)

**STANTEC CONSULTING SERVICES INC.**



Chris Gdak  
Principal  
Phone: (425) 698-7398  
[chris.gdak@stantec.com](mailto:chris.gdak@stantec.com)



**Agenda Sheet for City Council Meeting of:**  
10/16/2017

<b>Date Rec'd</b>	10/3/2017
<b>Clerk's File #</b>	OPR 2017-0707
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	HISTORIC PRESERVATION
<b>Contact Name/Phone</b>	MEGAN DUVALL 625-6543
<b>Contact E-Mail</b>	MDUVALL@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	0470 - JENKINS BUILDING - 802 NORTH MONROE STREET

**Agenda Wording**

Recommendation to list the Jenkins Building, 802 North Monroe Street, on the Spokane Register of Historic Places.

**Summary (Background)**

SMC #17D.040.120 provides that the City/County Historic Landmark Commission can recommend to the City Council that certain properties be placed on the Spokane Register of Historic Places. The Jenkins Building has been found to meet the criteria set forth for such designation, and a management agreement has been signed by the owners.

<b>Fiscal Impact</b>	Grant related? NO	<b>Budget Account</b>
	Public Works? NO	

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

<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	DUVALL, MEGAN	<b>Study Session</b>	
<b>Division Director</b>	MALLAHAN, JONATHAN	<b>Other</b>	
<b>Finance</b>	HUGHES, MICHELLE	<b>Distribution List</b>	
<b>Legal</b>	DALTON, PAT	mduvall@spokanecity.org	
<b>For the Mayor</b>	DUNIVANT, TIMOTHY	sbishop@spokanecity.org	
<b>Additional Approvals</b>			
<b>Purchasing</b>			

# Findings of Fact and Decision for Council Review

## Nomination to the Spokane Register of Historic Places

### Jenkins Building - 802 North Monroe Street

#### **FINDINGS OF FACT**

**1. SMC 17D.040.090: "Generally a building, structure, object, site, or district which is more than fifty years old may be designated an historic landmark or historic district if it has significant character, interest, or value as part of the development, heritage, or cultural characteristics of the city, county, state, or nation."**

- Built in 1913; the **Jenkins Building** meets the age criteria for listing on the Spokane Register of Historic Places.

**2. SMC 17D.040.090: The property must qualify under one or more categories for the Spokane Register (A, B, C, D).**

- The Jenkins Building is significant under categories A, B, and C for the Spokane Register.
- The property is eligible for listing under Category A for its association with the development of prominent apartment buildings built during one of the most significant periods in the city's growth.
- It is also eligible under A for its association with the theme and context established in the National Register Nomination "Apartment Buildings by Albert Held Thematic Group," and is one of the last buildings in Spokane designed by Held.
- The building is also eligible under Category B because of its association with Colonel D. P. Jenkins, a major figure in the early development of Spokane. He is the original owner and his name graces the frieze over the main entry.
- The property is also significant under Category C, architecture, as a landmark on Spokane's near north side designed by master architect Albert Held. The Jenkins Building is notable for its presence along Monroe Street in the vicinity of the County Courthouse, and displays the classical elements characteristic of the sophisticated design of an accomplished architect.
- The building's period of significance is from 1913-1962, identified by the construction date until 1962 when the façade was modified by Seattle First National Bank and an addition was added.

**3. SMC17D.040.090: "The property must also possess integrity of location, design, materials, workmanship, and association." From NPS Bulletin 15: "Integrity is the ability of a property to convey its significance...it is not necessary for a property to retain all its historic physical features...the property must retain, however, the essential physical features that enable it to convey its historic identity."**

- The Jenkins Building retains many of its historic physical features on the second and third floors as well as the entryway and the street front area to the north of the entrance. The area to the south of the entrance was changed in a 1962 remodel to "modernize" the façade with a mid-century design for Seafirst Bank. The Jenkins Building retains the essential physical features that convey its historic identity.

**4. Once listed, this property will be eligible to apply for incentives, including:**

Special Valuation (property tax abatement), Spokane Register historical marker, and special code considerations.

#### **RECOMMENDATION**

---

The **Jenkins Building** qualifies for eligibility under Spokane Register Categories A, B & C. The Spokane Historic Landmarks Commission evaluated the property according to the appropriate criteria at a public hearing on 9/20/17 and recommends that the Jenkins Building be listed on the Spokane Register of Historic Places.

After Recording Return to:  
Office of the City Clerk  
5<sup>th</sup> Floor Municipal Bldg.  
808 W. Spokane Falls Blvd.  
Spokane, WA 99201-3333

**NOTICE OF MANAGEMENT AGREEMENT**

NOTICE IS HEREBY GIVEN that the property legally described as:

LOTS 6 AND 7, AND THE WEST HALF OF LOT 8, BLOCK3, D.P. JENKINS ADDITION,  
ACCORDING TO PLAT RECORDED IN VOLUME "E" OF PLATS, PAGE 26, IN THE CITY  
OF SPOKANE, SPOKANE COUNTY, WASHINGTON.

Parcel Number 35182.4405, is governed by a Management Agreement between the City of Spokane and the  
Owner(s), Mark Agee for Ten Talents, LLC, of the subject property.

The Management Agreement is intended to constitute a covenant that runs with the land and is entered into  
pursuant to Spokane Municipal Code Chapter 6.05. The Management Agreement requires the Owner of the  
property to abide by the "Secretary of the Interior's Standards for Rehabilitation and Guidelines for  
Rehabilitating Historic Buildings" (36 CFR Part 67) and other standards promulgated by the Historic  
Landmarks Commission.

Said Management Agreement was approved by the Spokane City Council on \_\_\_\_\_. I certify  
that the original Management Agreement is on file in the Office of the City Clerk under File  
No. \_\_\_\_\_.

I certify that the above is true and correct.

Spokane City Clerk

Historic Preservation Officer

\_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_

Dated: 10/3/17

City Clerk No. \_\_\_\_\_

### **MANAGEMENT AGREEMENT**

The Management Agreement is entered into this **20th** day of **September 2017**, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and **Mark Agee for Ten Talents, LLC** (hereinafter "Owner(s)"), the owner of the property located at **802 North Monroe Street** commonly known as the **Jenkins Building** in the City of Spokane.

WHEREAS, the City of Spokane has enacted Chapter 6.05 of the Spokane Municipal Code (SMC) and Spokane has enacted Chapter 1.48 of the Spokane County Code (SCC), both regarding the establishment of the Historic Landmarks Commission with specific duties to recognize, protect, enhance and preserve those buildings, districts, objects, sites and structures which serve as visible reminders of the historical, archaeological, architectural, educational and cultural heritage of the city and county is a public necessity and.

WHEREAS, both Ch. 17D.040 SMC and Ch. 1.48 SCC provide that the City/County Historic Landmarks Commission (hereinafter "Commission") is responsible for the stewardship of historic and architecturally significant properties in the City of Spokane and Spokane County; and

WHEREAS, the City has authority to contract with property owners to assure that any owner who directly benefits by action taken pursuant to City ordinance will bind her/his benefited property to mutually agreeable management standards assuring the property will retain those characteristics which make it architecturally or historically significant;

NOW THEREFORE, -- the City and the Owner(s), for mutual consideration hereby agree to the following covenants and conditions:

1. CONSIDERATION. The City agrees to designate the Owner's property an Historic Landmark on the Spokane Register of Historic Places, with all the rights, duties, and privileges attendant thereto. In return, the Owner(s) agrees to abide by the below referenced Management Standards for his/her property.

2. COVENANT. This Agreement shall be filed as a public record. The parties intend this Agreement to constitute a covenant that runs with the land, and that the land is bound by this Agreement. Owner intends his/her successors and assigns to be bound by this

instrument. This covenant benefits and burdens the property of both parties.

3. ALTERATION OR EXTINGUISHMENT. The covenant and servitude and all attendant rights and obligations created by this Agreement may be altered or extinguished by mutual agreement of the parties or their successors or assigns. In the event Owner(s) fails to comply with the Management Standards or any City ordinances governing historic landmarks, the Commission may revoke, after notice and an opportunity for a hearing, this Agreement.

4. PROMISE OF OWNERS. The Owner(s) agrees to and promises to fulfill the following Management Standards for his/her property which is the subject of the Agreement. Owner intends to bind his/her land and all successors and assigns. The Management Standards are: "THE SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION AND GUIDELINES FOR REHABILITATING HISTORIC BUILDINGS (36 CFR Part 67)." Compliance with the Management Standards shall be monitored by the Historic Landmarks Commission.

5. HISTORIC LANDMARKS COMMISSION. The Owner(s) must first obtain from the Commission a "Certificate of Appropriateness" for any action which would affect any of the following:

- (A) demolition;
- (B) relocation;
- (C) change in use;
- (D) any work that affects the exterior appearance of the historic landmark; or
- (E) any work affecting items described in Exhibit A.

6. In the case of an application for a "Certificate of Appropriateness" for the demolition of a landmark, the Owner(s) agrees to meet with the Commission to seek alternatives to demolition. These negotiations may last no longer than forty-five (45) days. If no alternative is found within that time, the Commission may take up to forty-five (45) additional days to attempt to develop alternatives, and/or to arrange for the salvage of architectural artifacts and structural recording. Additional and supplemental provisions are found in City ordinances governing historic landmarks.



This Agreement is entered into the year and date first above written.

  
Owner

TEN TALENTS L.L.C.  
Owner

CITY OF SPOKANE

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

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

ATTEST:

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

Approved as to form:

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

STATE OF Washington )  
 ) ss  
County of Spokane )

On this 19<sup>th</sup> day of September, 2017, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared Mark Lee Agee

\_\_\_\_\_, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he (he/she/they) signed the same as his (his/her/their) free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 19<sup>th</sup> day of September, 2017.



Stephanie N Bishop  
Notary Public in and for the State  
of Washington, residing at Spokane  
My commission expires 6/6/18

STATE OF WASHINGTON )  
 ) ss.  
County of Spokane )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared DAVID A. CONDON, MAYOR and TERRI L. PFISTER, to me known to be the Mayor and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public in and for the State  
of Washington, residing at Spokane  
My commission expires \_\_\_\_\_

## Attachment A

## **Secretary of The Interior's Standards**

**1.** A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.

**2.** The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.

**3.** Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

**4.** Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.

**5.** Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.

**6.** Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color,

texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

**7.** Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

**8.** Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

**9.** New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

**10.** New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.



## 7. Description

**Architectural Classification**  
(see nomination, section 8)

**Condition**  
 excellent  
 good  
 fair  
 deteriorated  
 ruins  
 unexposed

**Check One**  
 unaltered  
 altered

**Check One**  
 original site  
 moved & date \_\_\_\_\_

*Narrative statement of description is found on one or more continuation sheets.*

## 8. Spokane Register Criteria and Statement of Significance

**Applicable Spokane Register of Historic Places Categories: Mark "x" on one or more for the categories that qualify the property for the Spokane Register listing:**

- A Property is associated with events that have made a significant contribution to the broad patterns of Spokane history.
- B Property is associated with the lives of persons significant in our past.
- C Property embodies the distinctive characteristics of a type, period, or method of construction, or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.
- D Property has yielded, or is likely to yield, information important in prehistory history.

*Narrative statement of significance is found on one or more continuation sheets.*

## 9. Major Bibliographical References

*Bibliography is found on one or more continuation sheets.*

## 10. Geographical Data

Acreage of Property: Less than one acre

Verbal Boundary Description: JENKINS D P ALL L6-7 W1/2 L8 B3

Verbal Boundary Justification: Nominated property includes entire parcel and urban legal description.

## 11. Form Prepared By

Name and Title: Jim Kolva

Organization: Jim Kolva Associates LLC

Street, City, State, Zip Code: 115 South Adams Street, Spokane, WA 99201

Telephone Number: 509-458-5517

E-mail Address: jim@kolva.comcastbiz.net

Date Final Nomination Heard:

## 12. Additional Documentation

Map: USGS 7.5 minute topographic Spokane Northwest, Wash. 1986

Photographs:

13. Signature of Owner(s)

Matt Lopez MANAGER TEN TALENTS LLC

14. For Official Use Only:

Date nomination application filed: 8/20/17

Date of Landmarks Commission hearing: 9/20/2017

Landmarks Commission decision: 9/20/2017

Date of City Council/Board of County Commissioners' hearing: \_\_\_\_\_

City Council/Board of County Commissioners' decision: \_\_\_\_\_

I hereby certify that this property has been listed in the Spokane Register of Historic Places based upon the action of either the City Council or the Board of County Commissioners as set forth above.

Megan Duvall 10/3/17  
Megan Duvall Date

City/County Historic Preservation Officer  
City/County Historic Preservation Office  
3<sup>rd</sup> Floor - City Hall, Spokane, WA 99201

Attest:  
\_\_\_\_\_  
City Clerk

Approved as to form:  
\_\_\_\_\_  
Assistant City Attorney

## DESCRIPTION OF PROPERTY

### **Description -Summary**

Completed in 1913, the red brick Jenkins Building rises three stories on the northeast corner of Monroe Street and Broadway Avenue, just northwest of the downtown Spokane business district. Although the south end of the building was altered in the 1960s, it retains the distinctive brick and “terra cotta” façade of the original Held design.

Symmetrical and divided into eleven identical and equally-spaced window bays on the second and third floors, the balance shifts on the ground floor. A broad horizontal cast stone band at the second floor sill level divides the upper residential floors, and the ground floor commercial bays. The placement of the classical main entry portico beneath bay five and the modern design of the façade south of the entry, create an asymmetrical ground floor arrangement. Three equally-sized retail bays are north of the classical main entry portico, and a single “modern” commercial bay occupies the south end of the ground floor. A frieze level belt course, tripartite keystones within the flat arches, and a pronounced dentiled cornice provide classical elements to the building. The modern south end, which includes an extension to the east to accommodate a bank drive-through lane, was constructed in 1962. Originally designed by master architect Albert Held, the building is a distinctive and prominent building on Spokane’s Monroe Street corridor.

## CURRENT APPEARANCE & CONDITION

### **Building Description**

#### **Front Façade front along Monroe Street**

The front façade of the three-story red brick building is symmetrical and divided into eleven identical and equally-spaced window flat arch bays on the second and third floors. The two upper residential floors are divided from the ground floor commercial bays by a broad horizontal cast stone band at the second floor sill level. This course extends from the cornice of the entry portico. Between the sill course and first floor window heads is a four-course brickfield with upper and lower rows of vertical brick headers flanking horizontal brick stretchers. The placement of the classical main entry portico beneath bay five and the modern design of the façade south of the entry, create an asymmetrical ground floor arrangement. Three similarly-sized retail bays are north of the classical main entry portico, and a single “modern” commercial bay occupies the south end of the ground floor.

The upper portion is detailed with a stretcher bond brickfield with eleven window openings on each floor. The window bays are framed by the brickfield on the sides, a projecting cast stone sill course on the second floor, and individual projecting sills on the third floor. The third floor sills are also cast stone and project slightly beyond the brick jambs. Brick voussoirs with pronounced tripartite cast stone keystones adorn the window heads. The ten-over-one-lite double-hung metal-clad wood sash are set back within the opening and framed by molded wood brick molds and jambs. The wall is terminated by a painted sheet metal belt course (corresponding to architrave), five-course brick field, and



painted sheet metal cornice. Dentils and egg and dart molding details the bottom section of the cornice.

The ground floor is a mix of styles with the original classical portico entrance the distinguishing feature. Offset one bay south of center, the main entry is marked by a Doric order portico fabricated of cast concrete. The portico is supported by fluted Doric order columns that support an architrave with the letters "D P JENKINS" inscribed in the frieze, with five mutules beneath the overhanging cornice. Recessed in an entry alcove behind the columns is an arched entry bay composed of double wood-framed glass doors with sidelights topped by a compound semi-circular-arched transom. The transom is composed of a simple half circle fixed lite, around which is a decorative multi-lite leaded arch. The lites are curved arch sections that join to form curving diamond patterns.

North of the portico are the original storefronts, divided into three segments by square cast iron posts. Detailed with a recessed molding, the square cast iron posts divide the bays and frame the northwest corner of the façade. The three storefronts, similar to each other, are composed of low bulkhead walls clad with square tiles, single-panel glass storefronts with glass side panels that angle slightly back to the single entry doors. The storefront bays are framed by the continuous molded window head that runs between the portico architrave to the corner of the building and separate the storefront display windows and the transom windows; it continues around the corner to frame the north corner window bay. Wood posts with a similar molded pattern flank the entry to the north bay and support the window head.

The transoms vary slightly: the northerly transom consists of five fixed lites; the middle consists of three lights that are covered with painted plywood panels divided by two narrow vertical muntins; and the southerly is an undivided painted plywood panel. The storefronts are essentially original in form with a change in bulkhead cladding and in transom configuration and material. Only the north bay has a functional door (which is presently not used) since the internal spaces have been combined into one by the Alpine Bakery.

South of the portico, which provides a distinctive transition point, is the modern south end, which includes a ground floor extension to the east to accommodate a bank drive-through lane, was constructed in 1962. Distinguished at the corner by a modernist fixed awning that flares up in a convex curve, the ground floor addition is divided into three bays that are aligned independently of the upper window bays. A slightly recessed double-aluminum-frame glass panel door with glass sidelight and glass transom is at the north end. Two slightly recessed window bays (bulkheads and sash) with aluminum sash are between the doors and the corner. Flat piers of varying sizes divide the door and window openings. A wrought iron fire escape, with landings at the second and third floors and extending to the top of the roof, is centered on the third bay from the south. Also a steel bracket that formerly anchored the Seattle First Bank sign, remains attached to the corner of the brick façade. The awning slopes up slightly to the decorative four-course brick pattern corresponding to the pediment frieze.

**South Façade Along Broadway Avenue**

The south façade is composed of the original building, and the 1962 addition of the ground floor. Five equally spaced and sized flat-arch window bays articulate the second and third stories. A broad, cast concrete belt course at the sill line of the second floor windows divide the upper floors from the ground floor. Cast concrete sills project out slightly from the brick façade and beyond the brick jambs. Voussoirs composed of brick headers with pronounced tripartite cast concrete keystones define the window arches. The sash is double hung metal clad wood with ten-over-one lites. Four courses above the keystone is a painted molded sheet metal frieze course molding, a five course brick field, and the painted and molded sheet metal cornice with dentils and egg and dart molding.

The ground floor was created in 1962 for Seattle First National Bank. This addition/remodel was intended to modernize the bank's Security Branch. It consisted of an alteration of the southern portion of the front south of the main building entry which had been previously consolidated by Seattle First, and the addition of offices to the east end, a drive through lane, and a teller's station covered by a cantilevered roof. The south façade is divided into five window bays that correspond to the arrangement of the second and third floors, a blank wall that extends beyond the edge of the original building, a gap for the drive through lane, and a 6-1/2 foot wall section that supports the southeast corner of the roof. Behind the supporting wall section, in the northeast corner, is a teller's station 6-1/2 feet wide by 12-1/2 feet long. The wall sections below the deep-set window sash are slightly recessed. The fixed metal sash is divided into six sections by two narrow vertical muntins near the edges and one horizontal muntin near the top. The larger central section is hinged vertically. The ground floor terminates in the narrow fascia edging the flat roof of the addition. Behind the fascia, the rubber fabric roof slopes up to the wall of the original building to which is attached three brick courses below the cast concrete sill course. The walls of the addition, which were originally square tiles with stucco cladding the window bays and the cantilevered awning and roof, have been covered totally with stucco.

**North Façade Along Alley**

The north façade is along the alley that stretches between Monroe and Lincoln streets. The classical façade (pilasters and cornice on ground level, belt courses, and dentiled cornice wrap around the corner and extends to the rear approximately eight feet. Within the ground floor section is a display window framed by a cast iron post on the outside corner and a matching sheet metal pilaster on the inside corner. Above the molded window head is a two-lite fixed transom window. The remainder of the ground floor consists of a flat and essentially featureless brick wall with a high, flat-arch window approximately in the center, and a single pedestrian door opening near the rear. The window is a fixed single lite, and the door is a flat metal panel. Above a sheet metal flashing, extending rearward from the shop front cornice, are six flat arch window bays and wrought iron fire escape of the second and third floors. Above the first and fourth bays are single small segmental arch window bays just below the parapet wall. Bays one,

three, and six are larger windows similar to the front in size, and bays two, four, and five are smaller in width and height (from front to rear). The bays are aligned along the tops of the window openings and flat arches composed of brick voussoirs, but the three smaller bays have a higher sill level. Sills are slightly projecting brick headers aligned vertically. The fire escape wraps around bays two, three, and four, with the large centered windows being the emergency fire exits. The building is terminated by a plain brick parapet.

### **East Rear Facade**

The original rear façade shows the “L” shape of the floor plan with a short wing that extends easterly at the south end. Added to that is the ground floor addition of the Seattle First National Bank which added an administrative office, new rear entry, drive-through lane, and a drive-through teller station covered by a flat roof. A sweeping convex curve cantilevers out from the wall planes and terminates in a narrow fascia that sets the edge of the flat roof. Within the portion of the addition attached to the original building are large window bays that have been filled in, and stepping back to the west, to an entry alcove, a double aluminum-framed glass panel door.

The original building, the end of the south leg, rises above the addition to display a flat blank façade with two aligned window openings on each of the second and third floors. One flat arch bay is just south of center, and the other slightly larger bay is near the north corner. On the southeast corner is the front façade return with red face brick, terra cotta belt course, and terra cotta-painted sheet metal cornice that terminates just below the top of the parapet wall. Within the main façade, also flat and featureless, are seven bays in alignment on the second and third floors. The bays contain paired vinyl-clad windows, two smaller openings next to the end of the L, and five larger paired openings with one larger single opening near the north corner. The ground floor, obscured by a fence, corresponds to the bays of the upper two floors, but the third bay from the north is composed of a smaller window and a door to the retail shops (Alpine Bakery).

### **Interior**

The ground floor of the building is divided into five major spaces, four commercial spaces, and the main entry and lobby area. The upper two floors are occupied by 14 apartments, and each floor has a guest room.

The former bank branch office occupies the southern portion extending to the entry portico and lobby. The majority of the space was the banking lobby and teller stations. Offices were in the east end. Outside the east wall is a drive-through lane and teller booth beneath the cantilevered roof deck.

The lobby consists of an east-west hall with an open wooden staircase on the south wall that ascends to the east to an intermediate landing, and then turns north and back to the west to the second floor landing. A new elevator is within an alcove behind the east wall of the lobby.

Beneath the open stairs to the second floor is an open stairway that descends in a straight run to the basement. Within the basement are the electrical panels, mechanical equipment, furnace room (abandoned), storage rooms, and a vault with the original vault door for Farmers & Mechanics Bank. The basement has concrete floors, basalt rubble, brick and concrete walls, and open joist ceiling supported by timber posts and beams.

The northern section is occupied by three retail spaces that have been combined by a single user and a long time tenant, Alpine Bakery. At one time the northerly bay was a bistro that used Alpine's bakery products. Now the spaces are occupied entirely by the bakery production and the primary access is in the rear (east side) of the building.

The second and third floors consist of apartments that are accessed from a central north-south hallway. The south end of the hall includes a "T" lobby area and rooms that extend into the short wing to the east. A luxurious feature of the south end of the halls at the "T" are rounded corners that are accented with tamarack wood base, chair rail, and cove molding that follow the curve.

### **Building Alterations**

Since 1913, the building has retained much of its original detailing and fabric. From the main entry portico to the cast iron post in the northwest corner, the storefronts are essentially the same as in the original building. As with most downtown buildings, some modification of storefronts took place, but the fundamental form of the Jenkins' storefronts remains.

The south end, however, has received two makeovers, and both are related to the Seattle First National Bank and began in 1948 (Libby photo), and progressed through 1962 when the current form was attached to the building. A 1961 (Libby "before") photo shows the bays south of the entry portico have been combined with a recessed double-glass panel door entry and large sidelights above a brick bulkhead wall. One large window bay divided by two aluminum muntins into two sections occupied the span between the entry and the building corner. Along the south façade, five window bays, aligned with those above, were within the original span of the building.

The 1946 and 1958 Sanborn Maps show a one-story "fire proof" addition to the east wing. This is likely the footprint of a February 14, 1947 building permit that was issued to add a concrete and reinforced steel addition to Security Branch of Seattle First Nat'l Bank with a value of \$11,000.

The 1962 Libby photo showed the bank remodel and addition in its current form. Subsequent modifications, however, changed the cladding materials and colors. The 1962 photos show a ceramic tile cladding the pier and wall sections of the front and eastern portions. The two slightly recessed window and bulk head wall bays of the front façade were clad with a light-colored stucco. Likewise, the five window bays of the south façade were a like material. At some point the entire surface was clad with whitish stucco.

In 2015 and 2016, the building was renovated but did not significantly change the floor plan of the ground floor. The major work involved the renovation of the apartments of the second and third floors. The hallway and room configurations remained essentially the same except for the south end "T" lobby which was reduced in size in order to expand the south end room plans. Rooms were combined and reduced from about 31 rooms to 14 apartments with kitchens and bathrooms, and two guest rooms. New windows and frames were installed and the belt and corner courses were repaired and painted. The portico and former bank addition were painted.

**SECTION 8: STATEMENT OF SIGNIFICANCE**

**Area of Significance:**

**A – Broad Patterns of Spokane History,  
B – Associations with the lives of persons significant  
in our past, and  
C - Embodies Distinctive Characteristics of Design,  
Representing Work of a Master, and distinguishable  
entity**

**Significant Dates: 1912, 1962, Seattle First National Bank addition and  
remodel**

**Period of Significance: 1912-1962**

**Architect: Albert Held**

**Building Developer: Colonel D. P. Jenkins**

**Building Contractor: Frederic Phair**

**Summary**

Completed between 1912 and 1913, the Jenkins Building is eligible under Category A as one of Spokane’s prominent apartment buildings built during one of the most significant periods in the city’s growth. The city’s population and building activity, strong through the 1910s, significantly declined from the upward trajectory it had experienced for nearly three decades. Within this period of growth, the building was a response to the completion of the current Monroe Street Bridge, dedicated in November 1911, and predicted “boom” of new construction along the Monroe Street corridor on the north bank of the Spokane River. Designed by Albert Held, the Jenkins Building also meets the characteristics of the theme and context established in the National Register Nomination “Apartment Buildings by Albert Held Thematic Group,” and is one of the last buildings in Spokane designed by Held.

The building is also eligible under Category B because of its association with Colonel D. P. Jenkins. He is the original owner and his name graces the frieze over the main entry. Jenkins was a major figure in the development of Spokane, and his significance is summarized in an article in the Spokesman-Review on October 7, 2013. “Col. David P. Jenkins was one of Spokane’s greatest benefactors. Before homesteading Spokane’s north side of the river, he was a lawyer, Civil War hero, friend of Abraham Lincoln, and an attorney in Seattle. He homesteaded 157 acres on the north bank of the Spokane River; was a friend of Chief Spokane Garry; built the first college in Spokane [Spokane College]; signed the city charter in 1891; donated the block of land and \$1000 to build the County Courthouse, donated the land for the Plymouth Congregational Church; created the Jenkins Institute, a vocational school at the YMCA, and endowed it with \$50,000; and donated the land and money for the first high school in Chewelah.”

Finally, the Jenkins Building is eligible under Category C, as a landmark on Spokane's near north side designed by master architect Albert Held. Held designed several significant buildings, including apartment buildings in Spokane in the early 1900s. The Jenkins Building is notable for its presence along Monroe Street in the vicinity of the County Courthouse, and displays the classical elements characteristic of the sophisticated design of an accomplished architect.

### **Chronology of the Development and Construction of the Building**

"D.P. JENKINS PLANS \$100,000 BUILDING," to be designed by architect Albert Held, announced the Spokesman-Review on the front page of its March 16, 1912 edition. A modern five-story brick and steel building would occupy the northeast corner of Broadway and Monroe. According to Mr. Jenkins: "The completion of the Monroe street bridge and the general activity on the North Side have made that corner too valuable to lie idle."

Construction proceeded rapidly, and by December the three-story building was having its windows installed. In reporting about the high demand for quality apartments, the Spokesman-Review (12/15/1912) would report "ELITE APARTMENTS IN GOOD DEMAND," with a subheading "JENKINS BUILDING GROWS." R.K. McIntosh, manager of the Washington Trust Company, reported "Unusual demand for apartments in the better class houses and for residences of the better type." He continues: "The demand for apartments is far greater than it has been for two years. The best apartments are snapped up as quick as they are vacant ..."

"The new Jenkins building, at Monroe street and Broadway, is rapidly nearing completion. The lower floor will be used for store purposes and the two upper floors for offices, apartments, and single rooms. All these have been equipped with hot and cold water."

### **D.P. Jenkins Builds Block**

D.P. Jenkins, pioneer property owner is building the block of red brick, three stories high, at a cost of approximately \$50,000. The structural work is completed and the windows are being installed. The block will be one of the best on North Monroe street.

On January 12, 1913, the Spokesman-Review reported and described Jenkins new building: "JENKINS BLOCK WILL COST \$60,000." "Spokane Pioneer, Over Ninety, Has Confidence in Future of City."

In his 90<sup>th</sup> year, yet still hale and hearty and actively engaged in the direction of his many interests and still confident in the future of the city he has seen grow from a country town to a hustling metropolis, Colonel D. P. Jenkins, pioneer real estate man, is just completing a fine \$60,000 block at Monroe street and Broadway, which will be

known as the Jenkins building. The block is one of the most important building ventures on the North Side.

Three stories high, with a full basement, the structure is of red brick with sandstone trimmings and has a frontage of 120 feet on Monroe street and 60 feet on Broadway. Large pillars mark the entrance of the building. The block is designed for a five-story building and provision is made for two extra stories as soon as business conditions warrant their addition.

On the ground floor are five large store rooms, with extra large plate glass fronts. The floors are of fir and the general finish in tamarack. All the interior woodwork is in that wood, an especial hobby of Colonel Jenkins. The upstairs floors are finished in maple while the vestibule and corridor are tiled.

The second and third floors are similar in design, each having five modern apartments with bath, and 10 office rooms, each with hot and cold water, basins and fittings for either gas or electricity. The upper windows are unusually large and are fitted with plate glass. There are two public baths on each floor.

The basement has a concrete floor, with large fuel room and a modern improved vapor heating plant. There is an elevator shaft so that an elevator can be installed when the additional stories are put on. The building, it is expected, will be finished and ready for occupancy by February 1.

#### HISTORICAL CONTEXT

The historical context for Spokane has been included in several National and Spokane Register nominations, including the East Downtown National Historic District (Woo, 2003) and National Historic Register multiple-property listings: Single Room Occupancy Hotels in the Central Business District of Spokane, WA 1900-1910 (Holstine, 1993), and Apartment Buildings by Albert Held (Campau, & Garfield, 1986); thus the Spokane historic context discussion is abbreviated.

The Spokane River and its falls had long been a gathering place for Native American tribes. It also attracted white settlers, J.J. Downing and family, and S.R. Scranton, who established a claim at Spokane Falls in 1871. James N. Glover and Jasper Matheney would follow and purchase the claims of 160 acres and the sawmill from Downing and Scranton. Early industry would use the water power for milling and sawing lumber and to generate electrical power. The settlement would grow slowly until the coming of the railroad.



The Northern Pacific Railroad arrived in Spokane Falls in 1881, the year of Spokane's incorporation, and with the connection of the eastern and western branches in 1883, transcontinental service through Spokane Falls was established. Spokane continued to grow as a regional shipping and distribution center through the 1880s. Between 1886 and 1889 the population increased from 3,500 to 20,000 people. Although suffering a set back by the fire of August 4, 1889, which destroyed approximately thirty-two blocks of the business district from the railroad tracks to the river and from Lincoln to Washington Streets, the city quickly rebounded as new brick buildings rose from the ashes. The devastation wrought by the fire resulted in a city ordinance to reduce fire hazard, leading to brick and terra cotta becoming the dominant building materials of the rebuilt downtown.

When Spokane rebuilt the downtown after the fire, the business district would spread east to Division Street and follow Monroe Street across the river. Sanborn Fire Insurance maps from 1891, 1902, and 1910 show a marked increase in the building of commercial buildings in west downtown and on the north bank of the river along Monroe Street. Frame dwellings gave way to brick commercial buildings and street frontages began to solidify. Among the property types and businesses that were prevalent were hotels, lodging houses, saloons, banks, drug stores, and restaurants. They were built to meet the needs of a rapidly growing population.

According to Woo (2003) from the turn of the new century, 1900, Spokane's population exploded from 36,848 to 104,402 in 1910.

This growth mirrored the population expansion of the state that saw its greatest increase in the same decade. Many people moving to Washington settled in the states three largest cities: Seattle, Tacoma, and Spokane. Various industries rapidly developed and with it a demand for more buildings. Most of the city's urban downtown skyline was created from about the late 1890s to 1912 with the construction of office buildings, banks, hotels, department stores and other commercial buildings. As author John Fahey describes, Spokane, which had put up 675 new structures in 1900 as migration accelerated, built 1,500 to 1,900 buildings a year from 1904 through 1909.

The economic boom and population expansion of approximately the first fifteen years of the 20th century was short-lived. Growth in both areas in the next decade slowed considerably. By 1920, the population of Spokane was only 104,437, an increase of only 35 people from 1910. [Note: according to Spokane's Official Gazette, the population was estimated at 135,657 on 7/1/1914] Investors soon realized the city was overbuilt. The region it served (the Inland Northwest) was not able to sustain the city and keep pace

with the speculative growth. By 1950, the population had increased by only 50,000.

Growth from 1910 to 1920 slowed, but remained relatively strong until 1917. Along with the Jenkins, major buildings such as the Crescent, Davenport, Central Steam Plant, Sherwood, old City Hall, Smith Funeral Home, and the Symons Block were built between 1913 and 1917 (and the Chronicle Building, designed in 1916, was not built until 1923). The Polk Directory would list the population as growing each year to 1917, when it peaked at 150,323, and then dropped to an estimated 137,432 in January 1920. It was noted in Polk that the estimates might have had a high bias based on the rapid growth of the previous decade. (The estimates were by the Department of Commerce and Labor, and the Bureau of Census, Washington D.C.) The U.S. Census would put the 1920 population, as stated above, at 104, 437, some 33,000 less than the estimate in Polk.

The Monroe corridor would grow as a result the completion of the new concrete span completed across the Spokane River in 1911. Previous bridges of wood and steel, replaced by the new concrete span, had structural issues that affected their utility. According to Emerson in his nomination for the Vinther and Nelson Building: “The improvements made to the bridges and street railway network gradually transformed North Monroe from a street of wood frame saloons and lumber yards, to a thriving business district. More elaborate buildings went up and by 1920 Monroe Street was the largest urban commercial core north of the Spokane River.” The Spokesman-Review (March 16, 1912) also reported Col. D.P. Jenkins comment: “The completion of the Monroe Street bridge and the general activity on the North Side have made that corner [Monroe and Broadway] too valuable to lie idle.”

The Sanborn maps would reveal the transition of the corridor between Bridge Avenue along the river and Broadway Avenue, bounding the south side of the block on which Jenkins would build his edifice. From 1884 through 1888 the structures along North Monroe consisted of houses and a few frame commercial buildings. Scattered buildings began to run along this stretch of Monroe and by 1891, wood commercial structures from one to three stories in height filled in most of the street frontage. By 1910 several major brick buildings lined Monroe between Bridge and Broadway and also stretched east along Broadway to Lincoln. Across Broadway Avenue from the Jenkins’ Building, the three-story Riccardo Building and its neighbor to the east were both constructed in 1904; the adjacent two buildings constructed in 1909 and 1913.

The Riccardo Building was home to the Farmers & Mechanics Bank that would eventually move to the new Jenkins Building. Farmers & Mechanics was also suggested as a tenant for a proposed six-story \$100,000 brick and steel building on the northwest corner of Broadway and Monroe. According to the Spokesman-Review (3/18/1910), this building would replace the two-story frame structure

currently on the corner of the block. Also proposed was a new four or five-story building for the southwest corner of the intersection. In announcing a “Boom for North Side,” the article surmised: “With these plans carried out the northwest and southwest corners of Broadway and Monroe soon will be graced with two modern commercial structures.” “These steps are the two first noticeable ones to start the building boom on the north side, which has been predicted for the coming year.”

Mr. J. W. Hughes, cashier and vice president of the Farmers & Mechanics Bank, stated: “We believe that the north side is in line for rapid growth. The banking business has increased to such an extent that larger rooms are needed and we shall try to make the new home for the bank as modern and adequate as possible. The work on the new building will start about the last of this year or the first of next.”

As the “boom” progressed, two years passed, and ground had yet to be broken for the proposed buildings on the northwest and southwest corners of Broadway and Monroe, when on March 16, 1912, Col. Jenkins would announce his five-story \$100,000 building. Apparently the “boom” fizzled as neither corner sprouted a building taller than one story; and the Jenkins building, when completed, was only three stories in height. But Jenkins did get the Farmers & Mechanics Bank.

### **The Apartment Buildings of Albert Held**

The Apartment Buildings of Albert Held, in establishing its theme, covered the period of Held’s work from 1904 to 1911, but omitted the Jenkins and the Globe Buildings. Both buildings are in commercial zones that resulted in designs with commercial uses on the ground floor and apartments in the upper floors, perhaps not fitting the precise theme of the nomination. [According to Mr. Garfield, one of the principal authors of the nomination, they may not have been aware these were Held buildings, but he was unsure.]

According to the thematic Characteristic Features (which describe the Jenkins):

Each building is constructed of brick walls with a steel or wood interior framing system. The buildings range in height from two and one-half stories to six stories. Except for the rectangular Amman, the buildings are built on U-, H-, or L-shape plans, with wings enclosing rear courtyards.

The exterior design of all four buildings is classical in feeling, most dramatically displayed in the Renaissance Revival style San Marco and the Beaux-Arts design of the Knickerbocker. Although the brick facades are relatively restrained, the buildings feature a variety of ornamental treatments including projecting string courses, pronounced window hoods and sills, and elaborate portals and entryways (often enhanced with terra cotta ornament). Windows are

double-hung wood sash; in several cases (Amman and Knickerbocker) the upper sash includes decorative muntins.

**R. L. Polk Directory and Building Permits – North 802-812 Monroe Street**

In 1912, the first building permit listed for the site was to Bill & Fryr to build a popcorn stand on the corner of Broadway and Monroe (2/28/1912). A temporary use, it lasted less than a year before Col. Jenkins submitted an application for a water connection to 802 N Monroe, with P.J. Dowling Co. as contractor on September 16, 1912. The next day, D.P. Jenkins was issued a building permit with a value of \$35,000 for “Stores.” Albert Held was listed as architect, and Fred Phair as the builder. On the same date, a side sewer permit was issued to Col. Jenkins with P.J. Dowling Co. as contractor.

After completion of the building, permits were issued for tenant improvements. Without a specific address, electrical permits were issued on March 17 and 25, 1913, to Clinger Pharmacy/Red Cross Pharmacy. Also there was a permit on November 3, 1916, for Inland Vocational School for N. 804-10-12 for electrical work to connect three rooms to one meter. Another electrical permit was issued to Inland Vocational School in January 1926 under the N. 804 address.

**North 800 to 804 Monroe**

The 1913 R.L. Polk Directory listed Farmers & Mechanics Bank as the occupant of #802. On December 8, 1914, a building permit was issued to Farmers & Mechanics Bank for alterations to accommodate a bank with a value of \$2,000 at 800 North Monroe. It is assumed that this is for the #802 address. The bank would remain at this address until 1933 when McLeod’s Cut Rate Pharmacy occupied the corner location. Several electrical permits were issued in May, June, and August 1933 for the pharmacy. On January 28, 1938, the Security State Bank received a building permit for alterations for both 802 and 804 North Monroe. The permit was issued for alterations to a bank building for Security State Bank at 802-804 North Monroe, with a value of \$12,000 (two addresses permanently combined to N 804). E.W. Haskins Music House (Pianos in Polk) had occupied #804 from 1925 until 1938.

A decade later, on February 14, 1947, a building permit was issued to add a concrete and reinforced steel addition to Security Branch of Seattle First Nat’l Bank at 804 N. Monroe with a value of \$11,000.

The current form of the building’s south side was established in 1962 with a permit issued to Seattle First National and Gus Bouten as contractor for alterations and addition with a value of \$116,000 on April 2, 1962.

Seattle First National Bank would be listed at this address until 1997, when it became Bank of America National Trust through 2005, then Bank of America that would occupy the space until 2012. The space has been vacant since then.

### **North 806 Monroe – Jenkins Apartments**

The R.L Polk Directory for the year 1930 listed 34 units in the building and 38 residents. The 1930 U.S. Census listed 51 persons residing in 37 units. Residents were both single and families. With the exception of one household from Canada, and one resident from England, the occupants were from across the United States. The residents were generally blue collar and their work was varied: railroad clerk, apartment manager, janitor, housekeeper, grocery store, painter, laborer, office clerk, laundry truck driver, factory machine operator, 3 stenographers, 3 telephone operators, dry goods salesman, 2 street car motormen, candy maker, sales manager, sales lady, student, optician, hairdresser, bakery office clerk, registered nurse, and others. Based on the names and the country of origin, there seemed to be a distribution of nationalities: Bohemia, Germany, Canada, England, Ireland, and predominantly American. Only one listed Bohemian as a language spoken at home before coming to the United States.

The 1967 directory listed only 15 residents with 18 vacant units. The Jenkins apartments were listed as vacant in 1973, its last year of listing.

### **North 808 Monroe**

On December 11, 1913, an electrical permit was issued to J. M. Hester, but no other information is available.

The 1929 Polk Directory lists Wm. Thompson, jeweler and barber as the occupant who had been here since 1927 and would remain until 1934 after which Stanley Oberg would also operate a jewelry store and barber shop. Oberg was replaced by McLeod's Cut Rate Pharmacy in 1938. On the 14<sup>th</sup> of January, McLeod, received a building permit for alterations to drug store, McLeod's Pharmacy. McLeod had been displaced from #804 that it had occupied since 1913. On March 3, R.V. Green Tent & Awning Co. was permitted to install a new awning for McLeod's Pharmacy. In the following years through 1958, new awnings would be repaired or recovered with the final permit issued on August 8, 1958 to F.O. Berg to repair awning for McLeod's Pharmacy.

The space was vacant from 1963 to 1965, occupied briefly by the Salvation Army Thrift Store until 1967 after which the building was vacant for a year, then occupied by Audit Control Service and Girton Bail Bond, Henshaw and Associates Property Management, and State Adjustment Bureau.

In 1971 and 1972 the space was vacant, and occupied by Ray's Budget Printing from 1973-1978. After that the address was listed as either vacant or not listed at all.

### **North 810 Monroe**

The 1929 Polk Directory listed T. Kondo baths, and in 1931, the Magnet Café occupied the space until 1933 when the Newsham George Restaurant took over.

Commercial Press Printers occupied the space from 1940 until 1960. The space was vacant three years until Days Upholstery Furniture was listed there. Days left in 1968 and #810 was vacant until 1972 when occupied by the Indian Arts and Crafts Store, followed by Native American Legal Services in 1977, and Ray's Annex in 1978. Between 1978 and 1997, the address was listed as either vacant or not listed.

The Monroe Street Bakery would occupy the space in 1997, change to Fugazzi Bakery in 1999 to 2002, then become Genova Bread Company until 2009 when Alpine Bistro and Bakery would take over the space.

### **N 812 Monroe**

An electrical permit for a "taylor shop" was issued on November 19, 1913. The next permit was a few years later, May 11, 1928, for an oil burner for the Crescent Tire Shop. The 1929 Polk Directory lists Fred Jorgensen, plumber, and P.S. Palmer Auto Tires at this address. They occupied the space from 1925 through 1940. Lee photographic studio was listed in 1938. Stanley Oberg, who had been at #808 until displaced by McLeod's Pharmacy, moved to #812 and was listed there from 1939 until 1947. Hennessey & Curran Attorneys would follow and received building permits in November 1950 and in December 1957 for a 21-foot awning installed by Spokane Tent and Awning Co.

The address was listed as vacant from 1966 to 1968, then occupied by Visiting Nurses from 1969 to 1973. In 1974, the Native American Center used the space, but the address was not listed in 1975 through 1977. In 1978 the Spokane String Shop briefly occupied the building. From 1979 until 1998 the address was not listed or vacant. All City Bail Bonds took occupancy in 1998 until 2002. The address was not listed after 2002.

### **David P. Jenkins (1860-1919) Building Developer and Owner**

The Spokesman-Review reported the death of Colonel David P. Jenkins on March 31, 1915. His obituary summarized the life of an important figure in early Spokane history.

#### **"Col. D.P. Jenkins, Noted Spokane Pioneer, Is Dead"**

Colonel David P. Jenkins, Spokane pioneer, nestor of the Washington bar, and founder of the Jenkins institute of the Y.M.C.A., died last night at 7:55 o'clock at the home of his daughter, Mrs. Emma F. Rue, E. 528 Indiana avenue, in his 92<sup>nd</sup> year. Death was due to old age, and the end came peacefully after 10 days of illness, during which he failed rapidly.

...

#### **Was Active to the Last.**

Colonel Jenkins was in full possession of his mental and physical activities until about a year ago, when his sight failed, and since then he has ventured abroad but little. He continued, however, to retain a keen interest in public affairs and the welfare of the city until toward the very last. ...

Colonel Jenkins was a large land holder in California, Washington and Idaho, being a heavy owner of farm lands and investments. He retained considerable property in Jenkins' first, second and third additions in Spokane, and one of the last improvements to be made by him, in which he took much personal interest, was the building of the Jenkins block, at Broadway and Monroe street.

#### **His Life in Brief.**

Colonel Jenkins was born on a farm near Mount Pleasant, Jefferson county, Ohio, August 25, 1833. His father was a native of Virginia, but was an orthodox Quaker, and, as his religious belief and principles were opposed to slavery, in early manhood he took the trail to the new state of Ohio. He was the eighth of nine children, and he was reared on the old home farm in Ohio. He was educated in the common schools of the neighborhood, supplemented by a course in the Mount Pleasant seminary, a Quaker institution. He took up the study of law when 18 years old at Steubenville, Ohio, completing his studies in the Cincinnati law school, from which he was admitted to the bar in 1844.

#### **Served in Civil War**

He was engaged in the practice of law for some time in Cincinnati, but subsequently located at Hennepin and later at LaSalle, Ill., where he was when the civil war broke out. Governor Yates commissioned him major of the First Illinois cavalry, the first cavalry regiment to be organized west of the Alleghenies. He was with his regiment until it disbanded in 1863, when he returned to Illinois.

The governor then authorized him to assist in recruiting the Fourteenth Illinois cavalry, of which he was commissioned lieutenant colonel, and during the greater part of the succeeding three years was in command of the regiment and took part in many important events of the war, until after the surrender of General Joseph E. Johnstone [Johnston], when at his request, he was discharged from the service.

### **Once Lived in Seattle**

On reentering the legal profession, Colonel Jenkins practiced for three years at Knoxville, Tenn., and was afterward for a time located at Logansport, Ind., and Georgetown, Col. He came to Washington and for six years lived in Seattle.

Favorable reports began to reach Colonel Jenkins from eastern Washington in connection with the opening of the Northern Pacific railroad, and in 1879 he visited the eastern part of the state, then a territory. He proceeded up the Columbia river and thence overland and settled in Spokane, where he became the owner of 157 acres of subsequently valuable land, on which he built a home, and thus became established as one of the principal property owners at the foundation of the city.

His homestead covered the area between Howard and Cedar streets, and from the Spokane river to Mallon avenue. From this district he gave the site of courthouse, a full city block, also the site for the Plymouth church as parsonage, at Mallon avenue and Adams street, although not a member of the church.

### **Founder of Jenkins Institute**

Colonel Jenkins was the founder of the Jenkins Institute of the Y.M.C.A. He gave to the school a permanent endowment of \$50,000. He had always taken great interest in the Y.M.C.A. work. From a large farm maintained near Chewelah, Stevens county, he gave the site for the erection of a high school, which bears his name. He gave \$5000 to establish a domestic science department with the proviso that Chewelah citizens raise a similar amount.

On November 28, 1849, Colonel Jenkins married Miss Hannah Lobdell at Granville, Ill. Three children, Anna M., George M. and Emma F. resulted from that union. Mrs. Jenkins died in Ohio in July 1879. The daughter Emma F., married William H. Rue of Spokane. The daughter, Anna M., died in La Salle, Ill., in 1858, and his son, George M., died in Spokane in 1904.

Colonel Jenkins' name has ever been interwoven with the improvement record of Spokane as one of its upbuilders, and he has ever been a public spirited and loyal citizen.



**Albert Held, Architect (1866 - 1924)**

Albert Held, considered one of Spokane's master architects, was born in New Ulm, MN on March 25, 1866 to German immigrants. Held received his degree in architecture from the University of Minnesota, and joined Spokane's design community to rebuild the downtown after the devastating 1889 fire. The June 29, 1924, issue of the Spokesman-Review reported Held's death in Portland.

Held was a member of the American Institute of Architects (AIA) and Washington State Association of Architects. As a civic booster, he served as a Spokane Parks Commissioner, and as a member of the Spokane Chamber of Commerce, Spokane Club, and the Spokane Realty Company. He also belonged to the Imperial Oddfellows Lodge, Spokane Amateur Athletic Club, and was a director of the Exchange National Bank. Held passed away in Portland, OR on June 28, 1924 after a two-year bout with a carcinoma of the bladder.

Held was prominent in building of early Spokane. His other apartment buildings include the Amman Apartments (1904), San Marco Apartments (1904), Globe Hotel (1908), Breslin Apartments (1910), and Knickerbocker Apartments (1912). Industrial and commercial buildings include the Centennial Mill, Holley-Mason Hardware Building (1905), Home Telephone and Telegraph Co., Exchange Building, Inland Brewing Company, Brewery and Malt House, Realty Building (1910), Inland Empire Railway Car Barns, Freight Depot, Machine Shops, and Power and Transformer Stations, Jensen-Byrd Building (1908-09), Saint Luke's Hospital, Sacred Heart Hospital, Spokane Electric Railway Depot, and Spokane & Inland Empire Railroad Facilities and Car Barns (1907-NHR). He also designed the Carnegie Library, East Side Branch (1913-14), Oddfellows Building (1909), and the Foresters of America Hall (1910).

**Fredric Phair, Contractor (1863 - 1932)**

The Spokesman-Review reported the death of Mr. Phair on November 17, 1932, and recounted his life and contributions to Spokane's skyline.

**"Frederic Phair Takes Own Life"**

"Frederic Phair, 69, Spokane contractor, killed himself with a shotgun in the billiard room of his home, W1725 Ninth, yesterday morning about 10:30. ...

"...no note of explanation was found. It was believed ill-health and financial reverses had been the cause of the act.

...

Today the body will be taken to the Cathedral of St. John the Evangelist.

...

### **Here Since 1888**

Mr. Phair, who had lived in Spokane since April 22, 1888, constructed many of the largest buildings in Spokane.

Among them are the original Paulsen building, the Masonic temple, the Spokane Dry Goods company building, the Sun Life Assurance building, the Spokane City club, the Spokane Athletic club, the Y.M.C.A., the Exchange Bank building, the Federal land Bank building, the McClintock-Trunkey building, a wing to St. Luke's hospital and his last work was the construction of the Cathedral of St. John the Evangelist.

H.C. Whitehouse of Whitehouse & Price architect, designer of the cathedral said: "The cathedral, due to the efforts of Mr. Phair, is the best built building in this part of the country. Mr Phair was the senior warden of the church, and in the two years he worked on the building he labored hard and faithfully. That characteristic was true of all his work. He was a man of sterling integrity, a Christian and a gentleman."

### **Native of Ireland**

Mr. Phair was born in Buttevant County, Cork Ireland on November 27 1863. He came to the United States in 1883, landing in New York, where he spent five years learning the carpenter's trade and studying. He was married in 1888, coming almost immediately to Spokane.

Here he worked as a journeyman for a short time and then went in business for himself. In 1892 he constructed the Idaho building for the Chicago exposition and a few years later duplicated the building in England for a rich English land owner.

He served on the school board for several terms.

He was a member of the Masonic order, the commandery and the Mystic Shrine, of the Spokane City club, the S.A.C., the Spokane Country club and the Spokane Gun club.

BIBLIOGRAPHY

Campau, Nancy Gale & Garfield, Leonard T. Apartment Buildings by Albert Held, National Historic Register Nomination. 1986.

Durham, Nelson W. History of the City of Spokane and Spokane County, Washington Vol. 1, 1912. p410.

--. Spokane and The Spokane Country. Pictorial and Biographical De Luxe Supplement. Vol 1. 1912 pp110-114 [includes photo with signature].

Emerson, Stephen. Vinther and Nelson Hardware Building. Spokane Register of Historic Places Nomination. 11/18/2015.

Garfield, Leonard T. Interview. 8/25/2017.

Hylsop, Robert B. Spokane's Building Blocks. 1983.

Kershner, Jim "Jim Kershner's this day in history" (Death of Col D.P. Jenkins) 3/31/2015.

Libby Photo Collection. Looking North on Monroe (shows SW corner of original Jenkins Building) – L87-1.56330-48.

--. Seattle First National Bank, 1961. L87-1.1757-61 (shows west façade of SW Corner before addition).

--. Security Branch of Seattle First National Bank, 1962. L87-1.2167-62 (shows west façade of SW Corner after remodel of southwest and south facades and addition).

--. Seattle First National Bank, 1962. L87-1.2168-62 (shows façade of SW Corner after remodel of southwest and south facades and addition).

--. Seattle First National Bank, 1962. L87-1.2171-62 (shows façade of SE Corner after remodel of southwest and south facades and addition).

--. Entrance, Seattle First National Bank, 1962. L87-1.2167-62 (shows interior of lobby and entry in SW corner, looking West).

Morris, William C. The Spokane Book A Collection of Personal Cartoons. "A Boys Friend (Col. D.P. Jenkins)" 1914.

Nolan, Edward W. A Guide to the Cutter Collection. EWSHS. 1984. (Jenkins, J.D. Office Building. Blueprints of selected Elevations, Plans, Details. Hurley Mason Co., Spokane, WA. 2/19/1916. Note that Cutter's name was not on the drawings).

--. A Guide to the Manuscript Collections in the EWSHS. 1987.

Pettit, Stefanie. "Col. Jenkins helped shape early Spokane." Spokesman-Review. South Voice. p1/1-5.

Polk, R.L. Directory, City of Spokane. Various years 1910-2012.

Pratt, Orville Clyde. The Story of Spokane (unpub. MS). Spokane Public Library, NW Room. 1948.

Sanborn Map Company (NW Room, Spokane Public Library). 1884, 1888, 1890, 1891, 1902, 1910, 1928, and 1952.

Spitzer, Judith. "Historic Jenkins Building poised to add apartments." Spokane Journal of Business. 1/15/2015. <https://www.spokanejournal.com/local-news/historic-jenkins-building-poised-to-add-apartments>. Read 7/17/2017.

Spokane, Wash. Official Gazette. 6/16/1915.

Spokane City. Building Permit Records for 804 North Monroe Street. <https://aca.spokanepermits.org/CitizenAccess/default.aspx>. Reviewed 7/17/2017.

Spokane County Assessor's Office. Field Files for 802 North Monroe Street.

Spokane County Clerk's Office, Deed Books.

Spokesman-Review.

--. "Faces Charges of Colonel Jenkins. 12/18/1908. p12:1-3.

--. "Plan Six-Story Building, \$100,000. 3/18/1910.

--. "Elite Apartments In Good Demand." 12/15/1912. pA5:1.

--. "Col. Jenkins, 89; Expects to Be 100." 8/25/1912. p12:1.

--. "Jenkins Block will Cost \$60,000. 1/12/1913. pD9:3-4

--. "Col. D.P. Jenkins, Noted Spokane Pioneer, Is Dead." 3/31/1915. p1:6-7.

--. "Albert Held Is Taken By Death." 6/29/1924. p4:3.

--. "Frederic Phair Takes Own Life. 11/17/1932. p7:2.

--. "Jenkins Building." [www.spokesman.com/then-and-now/jenkins-building](http://www.spokesman.com/then-and-now/jenkins-building).  
10/7/2013. Reviewed 7/19/2017.

Wikipedia: "History of Spokane, Washington." Reviewed 2/1/2011.

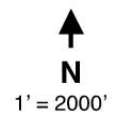
Woo. Eugenia. East Downtown Historic District. National Historic Register  
Nomination. 2003.

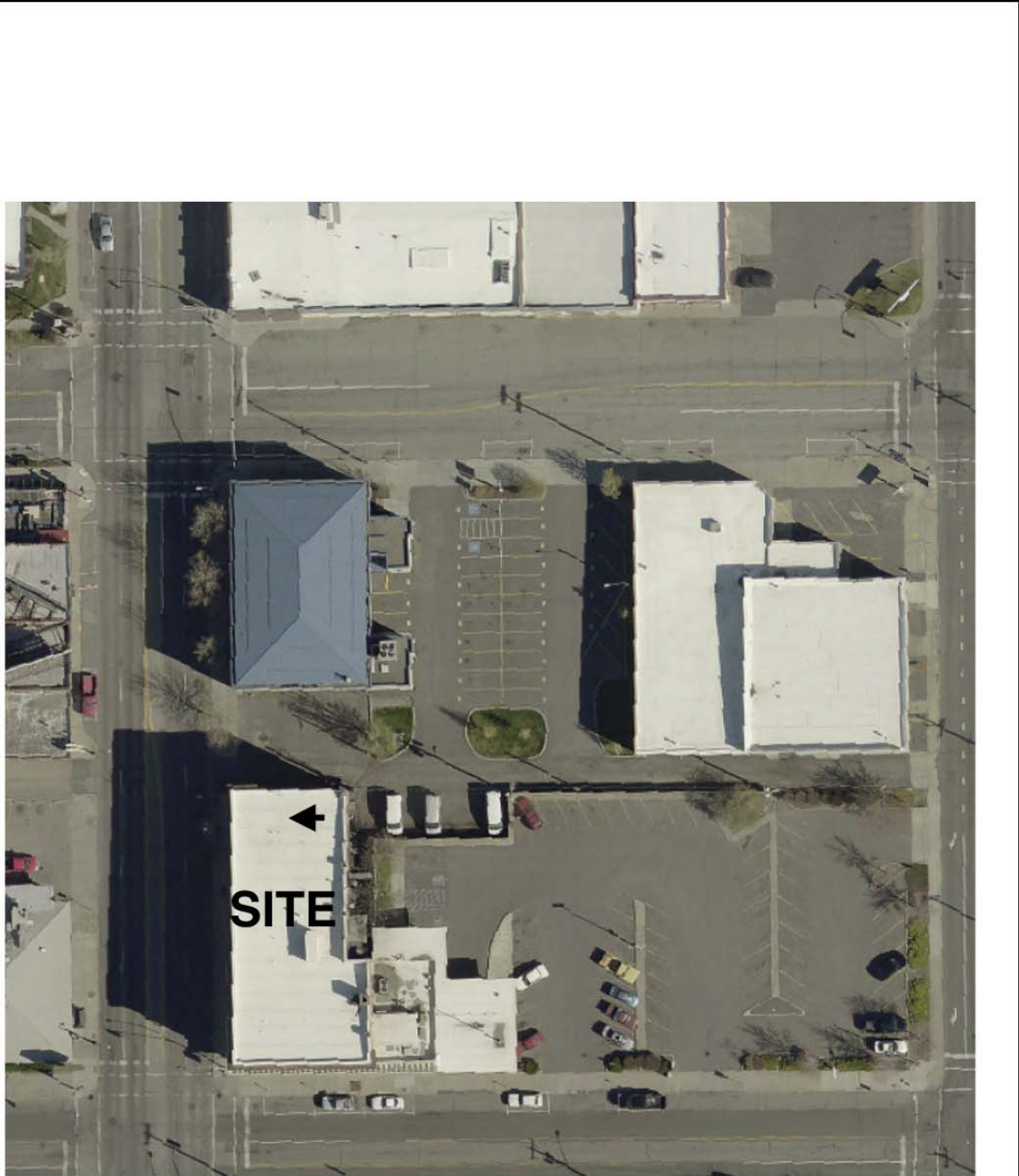
## **Maps, Drawings, and Photographs**



USGS 7.5 Minute Quadrangle. Spokane NW, Wash. 1974. Photorevised 1986

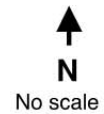
**JENKINS BUILDING**  
**802 NORTH MONROE STREET**



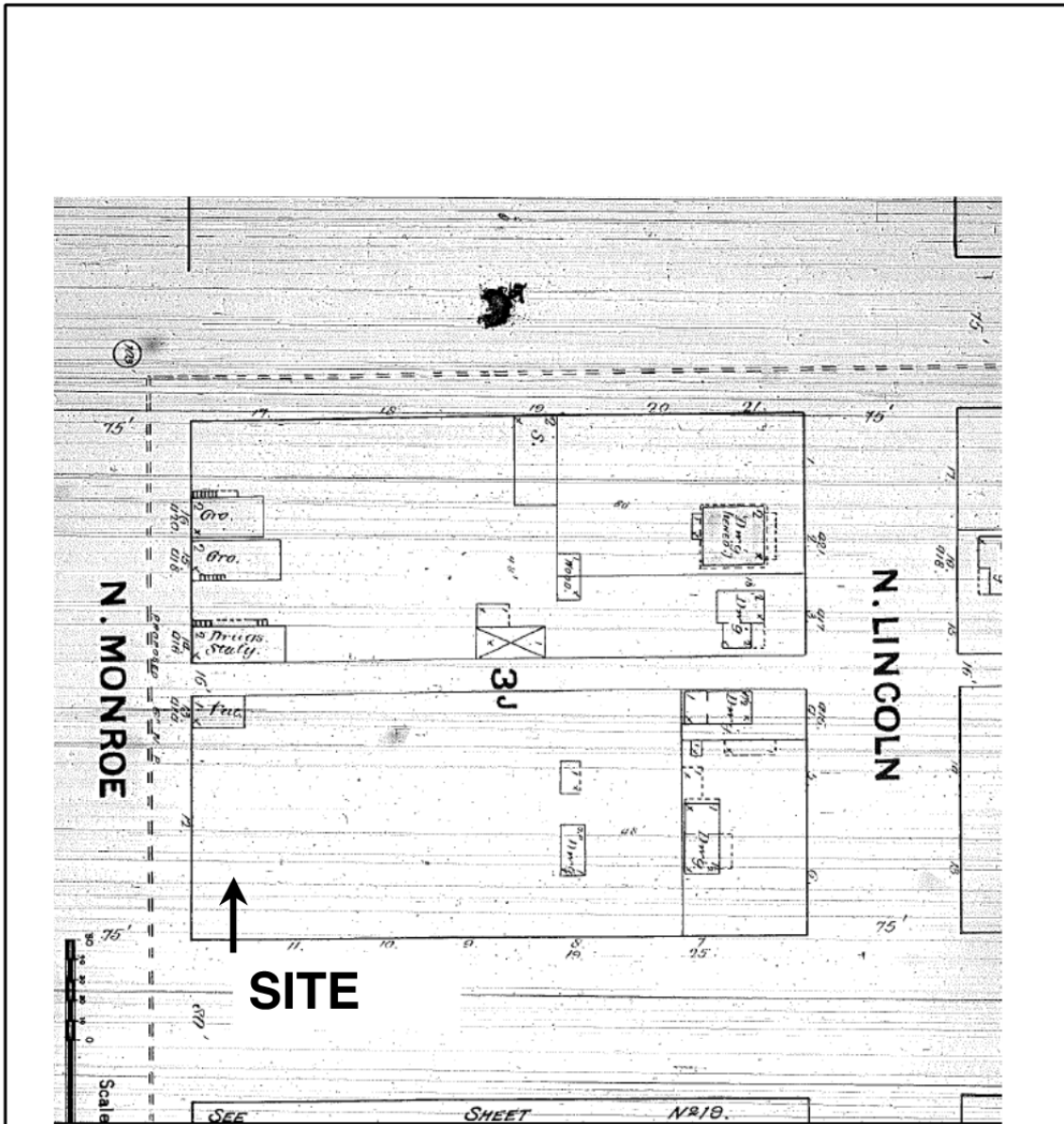


Spokane City Map – Downloaded August 2017

**JENKINS BUILDING**  
**802 NORTH MONROE STREET**

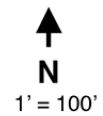


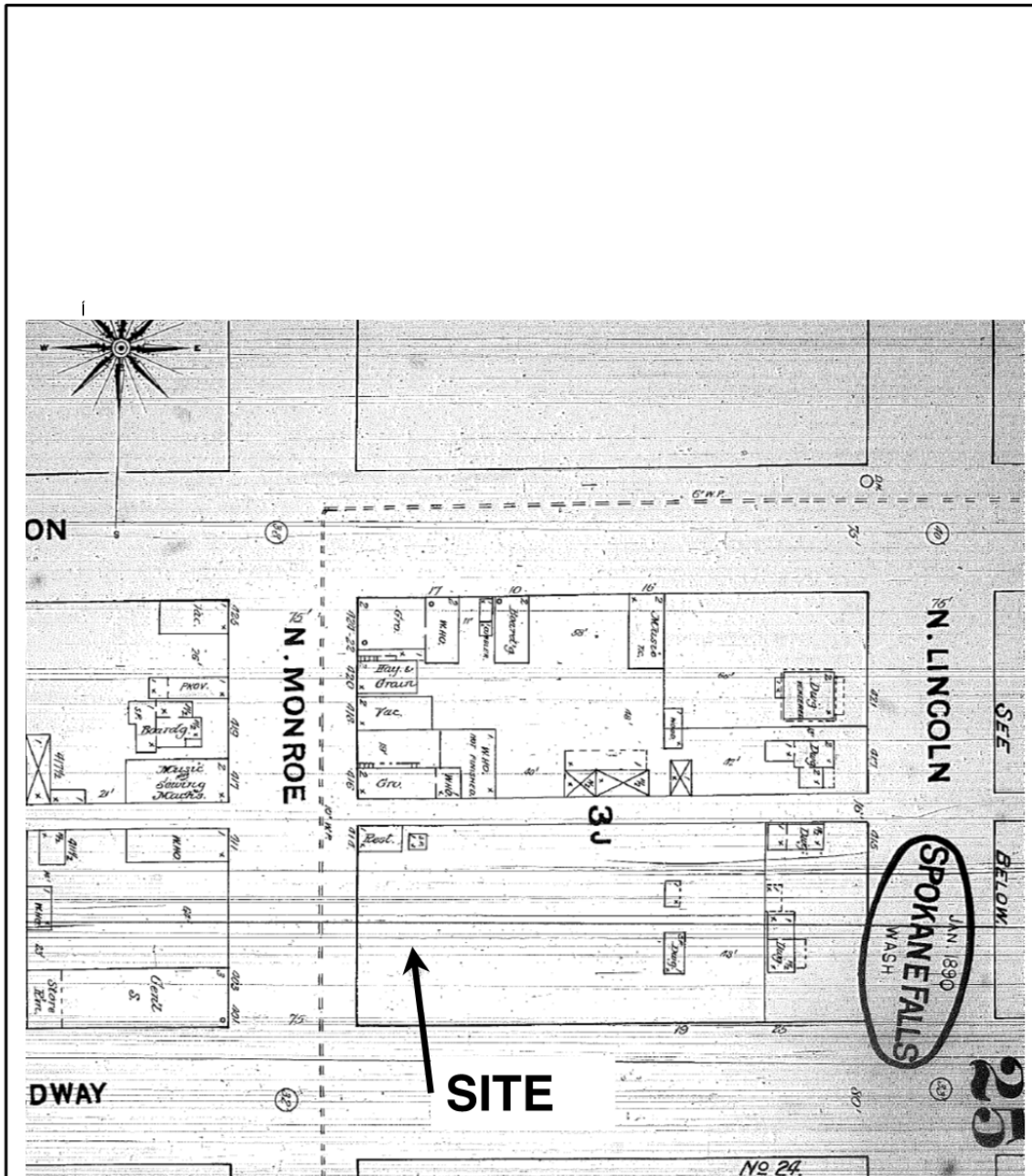




Sanborn Insurance Map – 1889 – page 20

**802 NORTH MONROE STREET  
1889 SANBORN MAP**

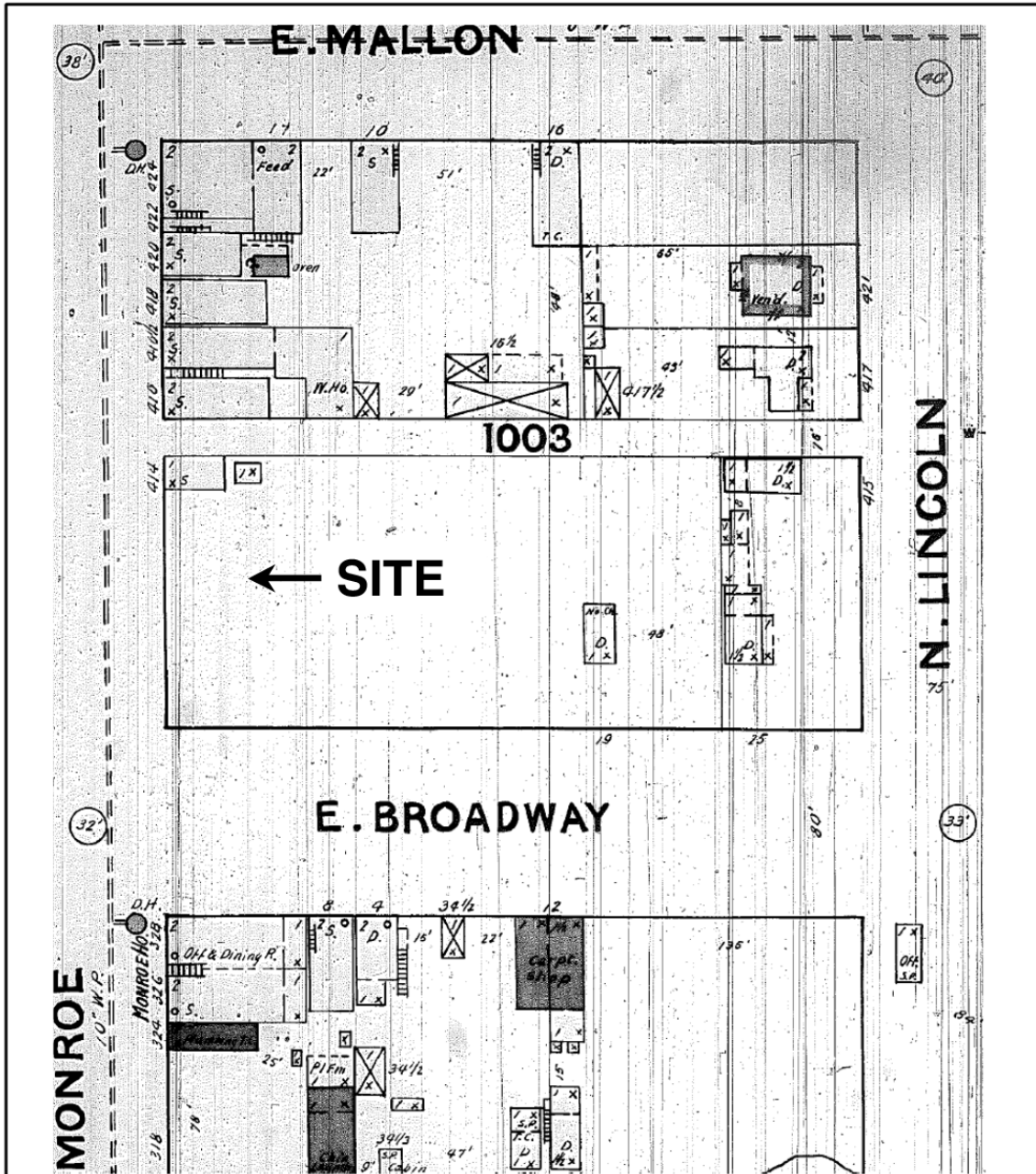




Sanborn Insurance Map – 1890 – page 25

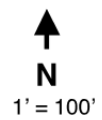
**802 NORTH MONROE STREET  
1890 SANBORN MAP**

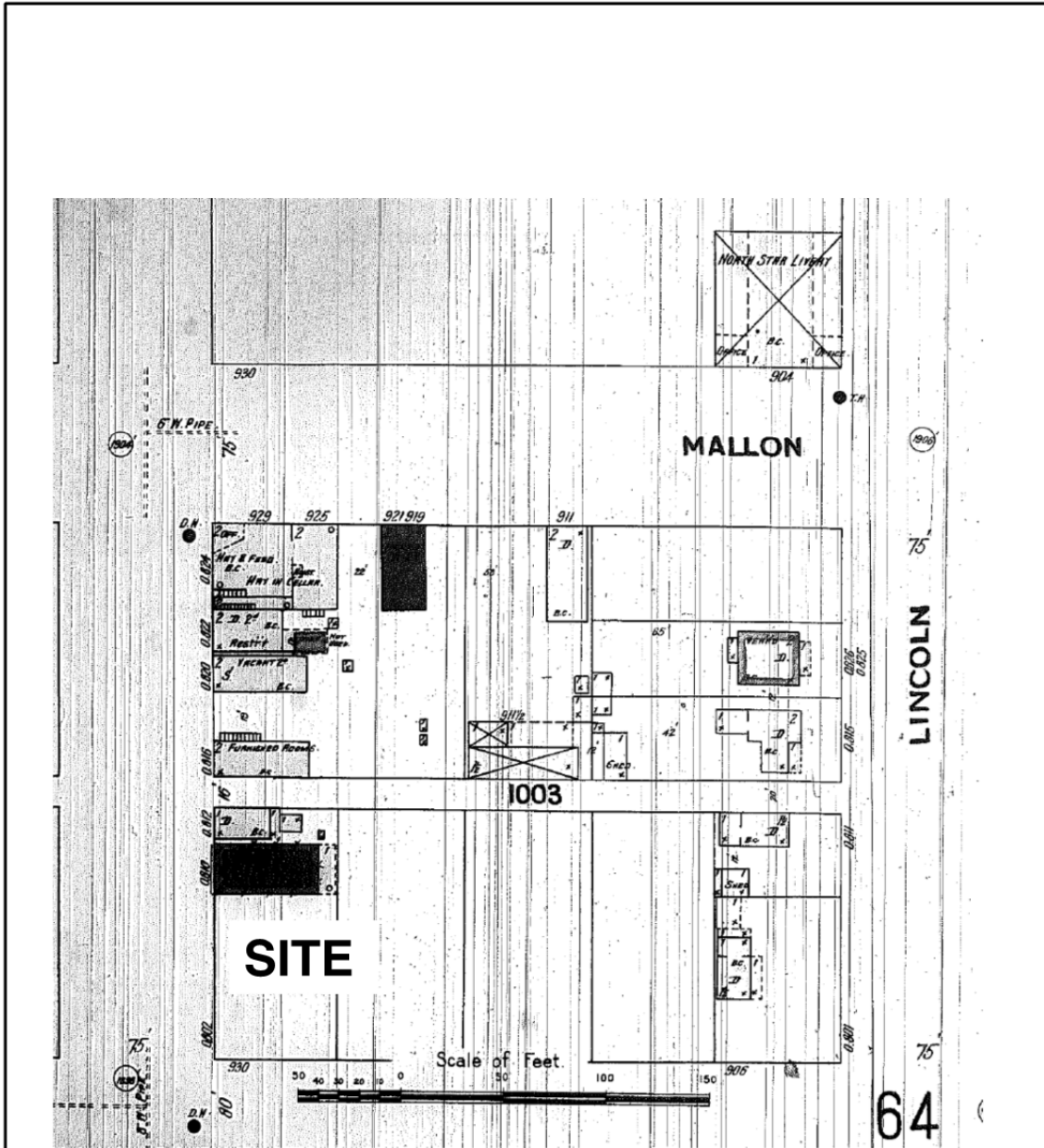
↑  
**N**  
1" = 100'



Sanborn Insurance Map - 1891 - page 44

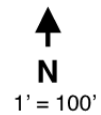
**802 NORTH MONROE STREET**  
**1891 SANBORN MAP**

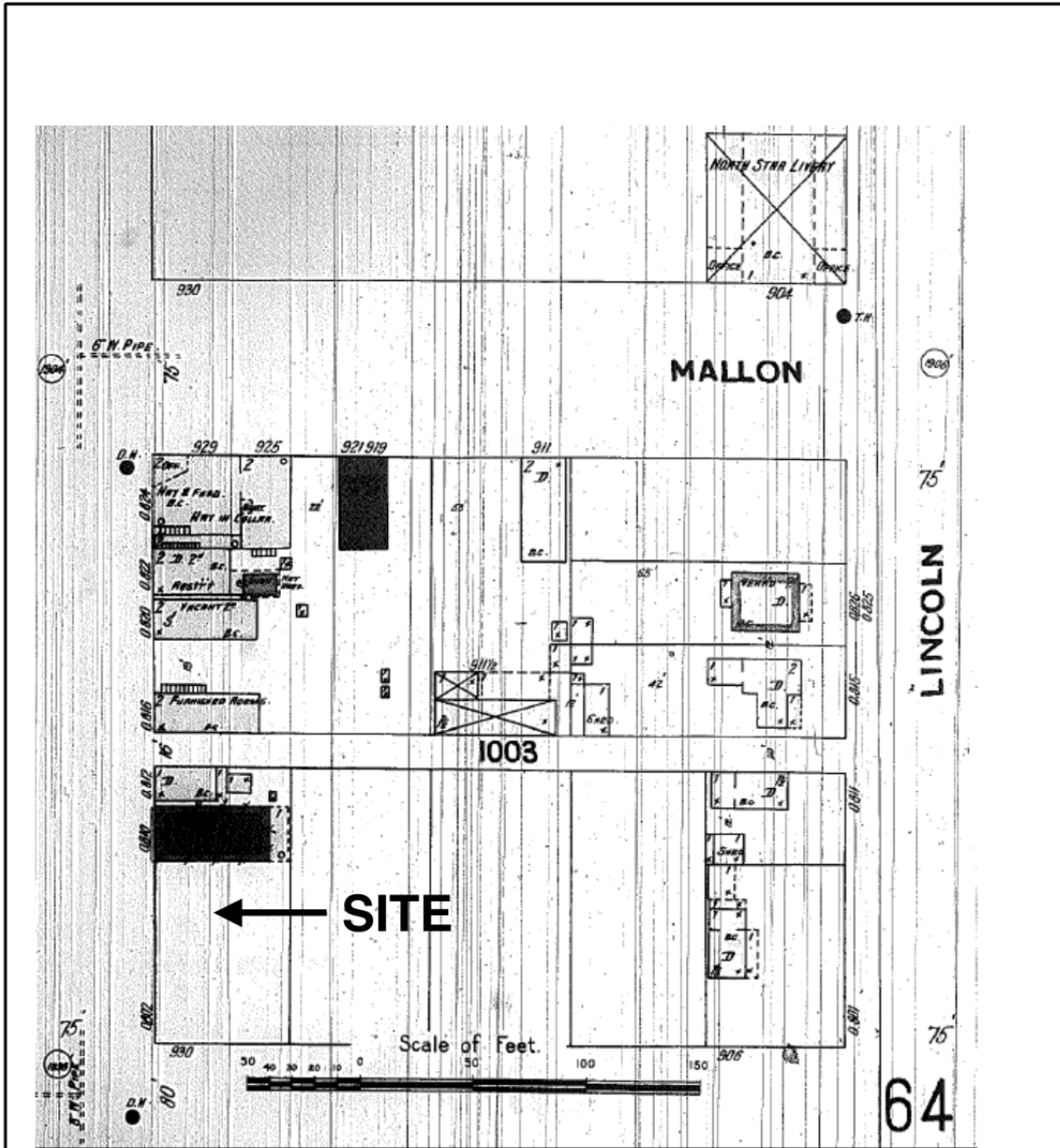




Sanborn Insurance Map – 1902 – page 76

**802 NORTH MONROE STREET  
1902 SANBORN MAP**

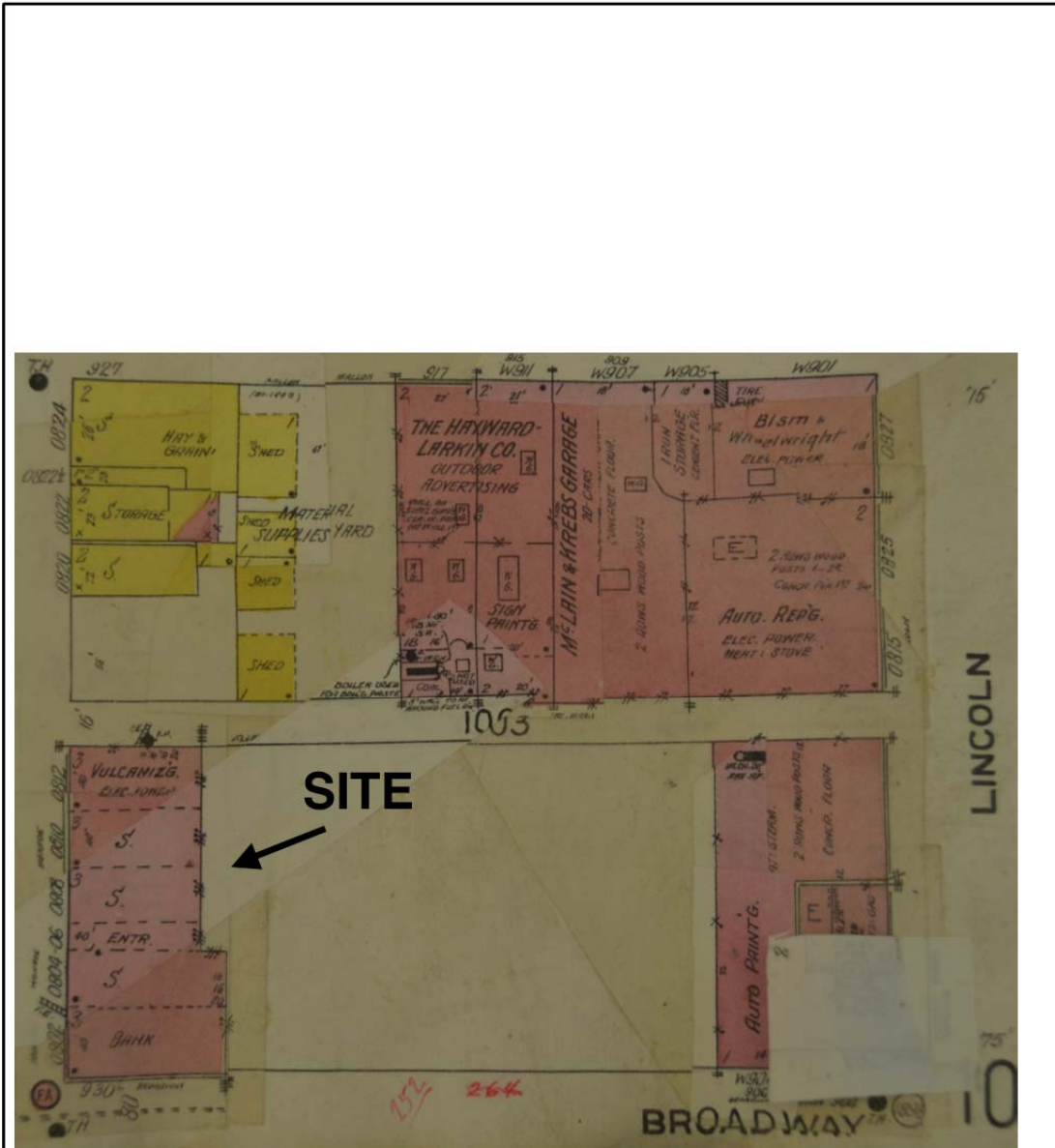




Sanborn Insurance Map – 1910 – page 88

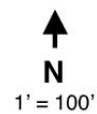
**802 NORTH MONROE STREET  
1910 SANBORN MAP**

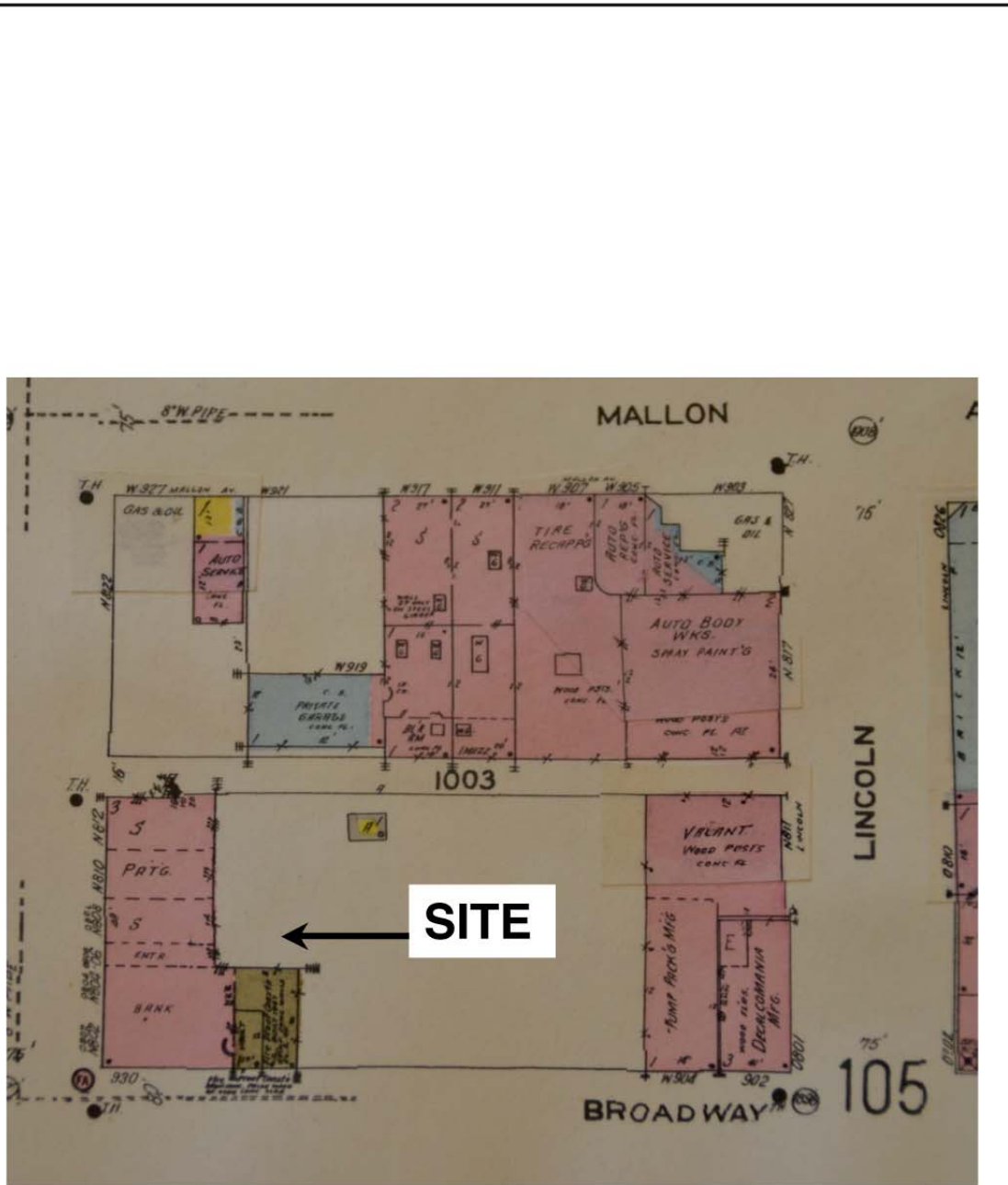
↑  
N  
1' = 100'



Sanborn Insurance Map – 1910 updated to 1925– page 88

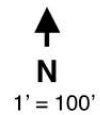
**802 NORTH MONROE STREET  
1910 SANBORN TO 1925**





Sanborn Insurance Map – 1952 updated to 1958– page 88

**802 NORTH MONROE STREET**  
**1958 SANBORN MAP**





1. Context along Monroe Street looking north



2. Context along Monroe Street, view to the south





3. SW corner of building, west and south facades, view to the NE



4. NE corner of building, north and west facades, view to the SE



5. South facade, view to the north



6. SE corner of building, south & east facades, view to the NW



7. Rear facade, view to the west across parking lot



8. Rear facade (east), main wing, view to the west



9. First floor retail bays 1 & 2 and main entry, looking east



10. Main entry portico & alcove, looking east



11. Retail bays 3, 4 & 5, and main entry, looking east



12. Northwest corner, north facade, looking south



13. Detail of sheetmetal cornice and belt course, and 3rd floor window heads



14. Detail of 2nd floor sill course, brick courses & header course





15. Detail of portico entablature, and window keystone



16. Entry to commercial bay at 510 N. Monroe (Alpine Bakery)



17. Entry to commercial bay at 508 N. Monroe (Alpine Bakery)



18. Interior, Alpine Bakery, bays 3, 4, 5



19. Interior View of former SeaFirst Bank, Bays 1 & 2, looking east



20. Main entry lobby & stairs to 2nd & 3rd floors



21. Main entry stairs, showing stairs to basement and elevator alcove



22. First floor lobby - elevator alcove



23. 2<sup>nd</sup> floor central hallway, looking north from south end



24. Second floor hallway looking toward south end rooms from stairwell



25. Second floor - SW corner - typical room





26. Second floor - SW corner - typical bedroom



27. Second floor - SW corner - typical kitchen



28. Second floor- east side - typical room



29. Second floor east side-typical room-kitchen



30. Third floor central hallway looking south at stairs



31. Stairs 2nd to 3rd Floor



32. Third floor hallway looking south from north end



33. Third Floor - NW corner - guest room



34. Basement - electrical panel – door to upstairs on right



35. Farmers & Mechanics Bank door to vault room

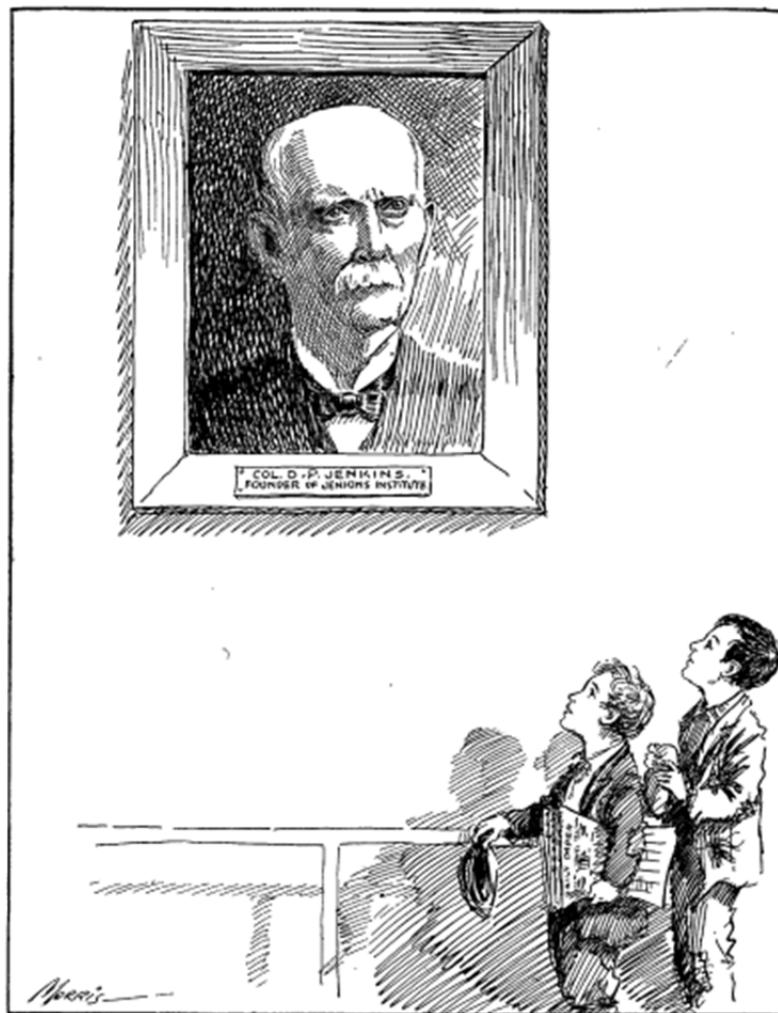


36. Basement-Equipment Room



37. Basement-storage room

THE SPOKANE BOOK



The Boys' Friend

"A Boys Friend (Col. D.P. Jenkins)"  
The Spokane Book. A Collection of Personal Cartoons. "Morris, William C. 1914.



FORM 412 N40472

DEPARTMENT OF PUBLIC WORKS  
BUILDING DIVISION

Permit No. 4012

Number 800 N Street Monroe 9-17-12 19

Owner D P Jenkins Address E 528 Indiana

Builder Fred Phair Address A D Jones Bldg

Architect Albert Held Address Realty Bldg

Class of Building G Class of Work new Purposes Stores Value \$ 35,000

Permit Expires 1-17-12 19 Extended to 19

Inspected by (Initials and Date)

N E corner Broadway & Monroe

Final Inspection 19 Rating

## Then and Now: Civil War hero leaves legacy

<http://www.spokesman.com/>

Mon., Oct. 7, 2013



**Jan. 12, 1938: The Jenkins Building stands at the corner of Broadway Avenue and North Monroe Street. It was named for Col. David P. Jenkins, who homesteaded the area north of the Spokane River when he settled in Spokane in 1880.**

Col.

David P. Jenkins was one of Spokane's greatest benefactors. Before homesteading Spokane's north side of the river, Jenkins, born in 1823, was a lawyer from Ohio, an acquaintance of Abraham Lincoln and a Civil War hero. After the war, he practiced law in Seattle for several years. When he heard about the impending connection of the Northern Pacific railroad to Spokane, he moved here around 1880, homesteading 157 acres on the north side of the Spokane River bounded by Howard Street, Cedar Street and Mallon Avenue. There were no bridges then, so he kept a boat tied up at the foot of the falls. Jenkins built the first college in Spokane in the area that is now Kendall Yards. Jenkins signed the Spokane City Charter in 1891. When Spokane College went under in the panic of 1893, he took it back and operated it. He donated a full city block for the Spokane County Courthouse, built in 1895. He was a friend of Chief Spokane Garry and Chief Joseph the Younger. He donated the land for the Plymouth Congregational Church. And he helped establish the Humane Society and donated the land for it. In 1907, Jenkins created a vocational school, Jenkins Institute, at the YMCA and endowed it with \$50,000. It lasted through World War I. Jenkins also had a farm in Chewelah, where he donated the money and land for the first high school there in 1910. His daughter, Emma Rue, later donated the land for Spokane Coliseum, which is now the Spokane Veterans Memorial Arena. Jenkins died in 1915. — *Jesse Tinsley*

PUBLISHED: OCT. 7, 2013, MIDNIGHT



**Agenda Sheet for City Council Meeting of:**  
10/16/2017

<b>Date Rec'd</b>	10/3/2017
<b>Clerk's File #</b>	OPR 2017-0708
<b>Renews #</b>	

<b>Submitting Dept</b>	PLANNING	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	LISA KEY FOR 625-6597	<b>Project #</b>	
<b>Contact E-Mail</b>	TSTRIPES@SPOKANECITY.ORG &	<b>Bid #</b>	
<b>Agenda Item Type</b>	Contract Item	<b>Requisition #</b>	
<b>Agenda Item Name</b>	0650 - RIVERFRONT PARK EPA GRANT FOR HAVERMALE ISLAND		

**Agenda Wording**

EPA has awarded the City three grants for Brownfield Cleanup in Riverfront Park. Attached are the three Cooperative Agreement contracts: Havermale Island Site A, Canada Island Site B, and North Bank Site C.

**Summary (Background)**

RES 2016-0080 established the Riverfront Park Brownfield Redevelopment Opportunity Zone and the Riverfront Park Brownfield Renewal Authority. As a result grant pursuit began. EPA awarded the City three Cleanup Grants totaling \$600,000. The award and requires Parks to provide additional match of \$120,000. Overall, the estimated cleanup occurring during construction is estimated to be around \$3,000,000. Note this does not remediate any possible brownfield issues outside of planned construction.

<b>Fiscal Impact</b>	Grant related? YES	<b>Budget Account</b>
	Public Works? NO	
Revenue	\$ 200,000	# 1360-95125-99999-33166-99999
Select	\$	#
Select	\$	#
Select	\$	#

<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	KEY, LISA	<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>	MALLAHAN, JONATHAN	<b><u>Other</u></b>	Urban Development
<b><u>Finance</u></b>	HUGHES, MICHELLE	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	DALTON, PAT	jmallahan@spokanecity.org	
<b><u>For the Mayor</u></b>	DUNIVANT, TIMOTHY	sstopher@spokanecity.org	
<b><u>Additional Approvals</u></b>		lkey@spokanecity.org	
<b><u>Purchasing</u></b>		leadie@spokanecity.org	
		tstripes@spokanecity.org	
		bellison@spokanecity.org	
		gjones@spokanecity.org	



## Continuation of Wording, Summary, Budget, and Distribution

### **Agenda Wording**

### **Summary (Background)**

<b>Fiscal Impact</b>	<b>Budget Account</b>
Select \$	#
Select \$	#

### **Distribution List**

jlbrown@spokanecity.org	
sbishop@spokanecity.org	

**City of Spokane Briefing Paper**  
**Planning Brownfields Program:**  
**EPA Grant Funding Acceptance**  
**10/9/2017**

---

**Subject**

EPA has awarded the City three grants for Brownfield Cleanup in Riverfront Park. Attached are the three Cooperative Agreement contracts: Havermale Island Site A, Canada Island Site B, and North Bank Site C.

**Background**

RES 2016-0080 established the Riverfront Park Brownfield Redevelopment Opportunity Zone and the Riverfront Park Brownfield Renewal Authority. As a result grant pursuits began. EPA awarded the City three Cleanup Grants totaling \$600,000. The award and requires Parks to provide additional match of \$120,000. Overall, the estimated cleanup occurring during construction is estimated to be around \$3,000,000. Note this does not remediate any possible brownfield issues outside of planned construction.

**Recommendations**

Please approve this grant funding to assist in the Brownfield cleanup during the Riverfront Park redevelopment.

	<b>U.S. ENVIRONMENTAL PROTECTION AGENCY</b>  <b>Cooperative Agreement</b>	<b>GRANT NUMBER (FAIN):</b> 01J39501 <b>MODIFICATION NUMBER:</b> 0 <b>PROGRAM CODE:</b> BF	<b>DATE OF AWARD</b> 09/15/2017
		<b>TYPE OF ACTION</b> New	<b>MAILING DATE</b> 09/22/2017
		<b>PAYMENT METHOD:</b>	<b>ACH#</b> X0072
<b>RECIPIENT TYPE:</b> Municipal		<b>Send Payment Request to:</b> Las Vegas Finance Center lvfc-grants@epa.gov	
<b>RECIPIENT:</b> City of Spokane 808 W. Spokane Falls Boulevard Spokane, WA 99201-3329 <b>EIN:</b> 91-6001280		<b>PAYEE:</b> City of Spokane 808 W. Spokane Falls Boulevard Spokane, WA 99201-3329	
<b>PROJECT MANAGER</b> Lorraine-Cameron Stripes 808 W. Spokane Falls Boulevard Spokane, WA 99201-3329 <b>E-Mail:</b> tstripes@spokanecity.org <b>Phone:</b> 509-625-6597	<b>EPA PROJECT OFFICER</b> Deborah Burgess 300 Desmond Drive SE Suite 102, W00 Lacey, WA 98513 <b>E-Mail:</b> burgess.deborah@epa.gov <b>Phone:</b> 360-753-9079	<b>EPA GRANT SPECIALIST</b> Andrea Bennett 1200 Sixth Avenue, Suite 900, OMP-173 Seattle WA 98101, <b>E-Mail:</b> bennett.andrea@epa.gov <b>Phone:</b> 206-553-1789	
<b>PROJECT TITLE AND DESCRIPTION</b>  City of Spokane - Havermale Island Cleanup Area A  The City of Spokane will use funds to finalize the Analysis of Brownfields Cleanup Alternatives (ABCA), continue community involvement, form an advisory committee and cleanup the site previously used for Expo 74.			
<b>BUDGET PERIOD</b> 09/01/2017 - 08/31/2019	<b>PROJECT PERIOD</b> 09/01/2017 - 08/31/2019	<b>TOTAL BUDGET PERIOD COST</b> \$240,000.00	<b>TOTAL PROJECT PERIOD COST</b> \$240,000.00
<b>NOTICE OF AWARD</b>			
Based on your Application dated 12/22/2016 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$200,000. EPA agrees to cost-share <u>80.00%</u> of all approved budget period costs incurred, up to and not exceeding total federal funding of \$200,000. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.			
<b>ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)</b>		<b>AWARD APPROVAL OFFICE</b>	
<b>ORGANIZATION / ADDRESS</b> EPA Region 10 Mail Code: OMP-173 1200 Sixth Avenue, Suite 900 Seattle, WA 98101		<b>ORGANIZATION / ADDRESS</b> U.S. EPA, Region 10 ECL 1200 Sixth Avenue, Suite 900 Seattle, WA 98101	
<b>THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY</b>			
<b>Digital signature applied by EPA Award Official</b> Paula VanHaagen - Manager - Grants Unit			<b>DATE</b> 09/15/2017

# EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$	\$ 200,000	\$ 200,000
EPA In-Kind Amount	\$	\$	\$ 0
Unexpended Prior Year Balance	\$	\$	\$ 0
Other Federal Funds	\$	\$	\$ 0
Recipient Contribution	\$	\$ 40,000	\$ 40,000
State Contribution	\$	\$	\$ 0
Local Contribution	\$	\$	\$ 0
Other Contribution	\$	\$	\$ 0
Allowable Project Cost	\$ 0	\$ 240,000	\$ 240,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.818 - Brownfields Assessment and Cleanup Cooperative Agreements	CERCLA: Sec. 101(39)	2 CFR 200 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
HAVERMALE	1710NEG057	17	E4	10N4AG7	301D79	4114	G0800Q00		200,000
									200,000

Budget Summary Page

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$0
2. Fringe Benefits	\$0
3. Travel	\$0
4. Equipment	\$0
5. Supplies	\$0
6. Contractual	\$240,000
7. Construction	\$0
8. Other	\$0
9. Total Direct Charges	\$240,000
10. Indirect Costs: % Base	\$0
11. Total (Share: Recipient <u>20.00</u> % Federal <u>80.00</u> %.)	\$240,000
12. Total Approved Assistance Amount	\$200,000
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$200,000
15. Total EPA Amount Awarded To Date	\$200,000



## **Administrative Conditions**

### 1. **General Terms and Conditions** - Updated 4-27-2017

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-april-27-2017-or-later> . These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at <http://www.epa.gov/grants/grant-terms-and-conditions>.

### 2. **General Terms and Conditions - Consultant Cap - Additional Information**

In addition to the General Terms and Conditions #6 "Consultant Cap", as of January 1, 2017, the limit is \$622.72 per day \$77.84 per hour.

**NOTE:** For future years' limits, the recipient may find the annual salary for Level IV of the Executive Schedule on the following Internet site: <http://www.opm.gov/oca>. Select "Salary and Wages", and select "Rates of Pay for the Executive Schedule". The annual salary is divided by 2087 hours to determine the maximum hourly rate, which is then multiplied by 8 to determine the maximum daily rate.

### 3. **General Terms and Conditions – Cybersecurity**

The recipient agrees to comply with the current EPA general terms and conditions "Cybersecurity". The terms and conditions can be found on the EPA Grants Terms and Conditions Website.

For STATES:

[http://www2.epa.gov/sites/production/files/2015-07/documents/state\\_grant\\_cyber\\_security\\_condition.pdf](http://www2.epa.gov/sites/production/files/2015-07/documents/state_grant_cyber_security_condition.pdf).

For TRIBES:

[http://www2.epa.gov/sites/production/files/2015-07/documents/tribal\\_grant\\_cyber\\_security\\_condition.pdf](http://www2.epa.gov/sites/production/files/2015-07/documents/tribal_grant_cyber_security_condition.pdf).

For Other Recipients:

[http://www2.epa.gov/sites/production/files/2015-07/documents/cyber\\_security\\_grant\\_condition\\_for\\_other\\_recipients.pdf](http://www2.epa.gov/sites/production/files/2015-07/documents/cyber_security_grant_condition_for_other_recipients.pdf).

### 4. **General Terms and Conditions - Indirect Costs Not Included (All Organizations)**

In addition to the General Terms and Conditions "Indirect Cost Rate Agreements", the cost principles of 2 CFR 200 Subpart E are applicable to this award. Since there are no indirect costs included in the assistance budget, they are not allowable under this Assistance Agreement.

### 5. **UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MBE/WBE)**

#### **GENERAL COMPLIANCE, 40 CFR, Part 33**

The recipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33.

#### **MBE/WBE REPORTING, 40 CFR, Part 33, Subpart E**

MBE/WBE reporting is required in annual reports. Reporting is required for assistance agreements where there are funds budgeted for procuring construction, equipment, services and supplies, including funds budgeted for direct procurement by the recipient or procurement under subwards or loans in the "Other" category that exceed the threshold amount of \$150,000., including amendments and/or modifications.

Based on EPA's review of the planned budget, this award meets the conditions above and is subject to the Disadvantaged Business Enterprise (DBE) Program reporting requirements. However, if recipient believes this award does not meet these conditions, the recipient must provide a justification and budget

detail within 21 days of the award date clearly demonstrating that, based on the planned budget, this award is not subject to the DBE reporting requirements to the Region 10 DBE Coordinator.

The recipient agrees to complete and submit a “MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements” report (EPA Form 5700-52A) on an annual basis. All procurement actions are reportable, not just that portion which exceeds \$150,000.

When completing the annual report, recipients are instructed to check the box titled “annual” in section 1B of the form. For the final report, recipients are instructed to check the box indicated for the “last report” of the project in section 1B of the form. Annual reports are due by October 30<sup>th</sup> of each year. Final reports are due by October 30<sup>th</sup> or 90 days after the end of the project period, whichever comes first.

The reporting requirement is based on total procurements. Recipients with expended and/or budgeted funds for procurement are required to report annually whether the planned procurements take place during the reporting period or not. If no budgeted procurements take place during the reporting period, the recipient should check the box in section 5B when completing the form.

The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program’s Home Page at [http://www.epa.gov/osbp/dbe\\_reporting.htm](http://www.epa.gov/osbp/dbe_reporting.htm).

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR, Part 33, Section 33.502; however, the other requirements outlined in 40 CFR Part 33 remain in effect, including the Good Faith Effort requirements as described in 40 CFR Part 33 Subpart C, and Fair Share Objectives negotiation as described in 40 CFR Part 33 Subpart D and explained below.

#### **SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C**

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- (a) Ensure DBEs 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 DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. 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 DBEs in the competitive process.
- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
- (f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

#### **CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302**

The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

#### **BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)**

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create

and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

## **FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D**

### **1. For Grant Awards \$250,000 or Less**

This assistance agreement is a Technical Assistance Grant (TAG); or the award amount is \$250,000 or less; or the total dollar amount of all of the recipient's financial assistance agreements from EPA in the current Federal fiscal year is \$250,000 or less. Therefore, the recipient of this assistance agreement is exempt from the fair share objective requirements of 40 CFR, Part 33, Subpart D, and is not required to negotiate fair share objectives/goals for the utilization of MBE/WBEs in its procurements.

### **2. For Recipients Accepting Goals**

A recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE participation in procurement under the financial assistance agreements.

In accordance with 40 CFR, Section 33.411 some recipients may be exempt from the fair share objectives requirements as described in 40 CFR, Part 33, Subpart D. Recipients should work with their DBE coordinator, if they think their organization may qualify for an exemption.

#### **Accepting the Fair Share Objectives/Goals of Another Recipient**

The dollar amount of this assistance agreement, or the total dollar amount of all of the recipient's financial assistance agreements in the current federal fiscal year from EPA is \$250,000, or more. The recipient accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA. The Region 10 fair share objectives/goals can be found: [http://www.epa.gov/osbp/pdfs/r10\\_fair\\_share\\_goals.pdf](http://www.epa.gov/osbp/pdfs/r10_fair_share_goals.pdf).

By signing this financial assistance agreement, the recipient is accepting the fair share objectives/goals 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.

#### **Negotiating Fair Share Objectives/Goals, 40 CFR, Section 33.404**

The recipient has the option to negotiate its own MBE/WBE fair share objectives/goals. If the recipient wishes to negotiate its own MBE/WBE fair share objectives/goals, the recipient agrees to submit proposed MBE/WBE objectives/goals based on an availability analysis, or disparity study, of qualified MBEs and WBEs in their relevant geographic buying market for construction, services, supplies and equipment.

The submission of proposed fair share goals with the supporting analysis or disparity study means that the recipient is **not** accepting the fair share objectives/goals of another recipient. The recipient agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE Coordinator within 120 days of its acceptance of the financial assistance award. EPA will respond to the proposed fair share objective/goals within 30 days of receiving the submission. If proposed fair share objective/goals are not received within the 120 day time frame, the recipient may not expend its EPA funds for procurements until the proposed fair share objective/goals are submitted.

### **3. For Recipients with Established Goals**

The recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE participation in procurement under the financial assistance agreements.

In accordance with 40 CFR, Section 33.411 some recipients may be exempt from the fair share objectives requirements described in 40 CFR, Part 33, Subpart D. Recipients should work with their DBE coordinator, if they think their organization may qualify for an exemption.

#### **Current Fair Share Objective/Goal**

The dollar amount of this assistance agreement or the total dollar amount of all of the recipient's financial

assistance agreements in the current federal fiscal year from EPA is \$250,000, or more. The Region 10 fair share objectives/goals can be found: [http://www.epa.gov/osbp/pdfs/r10\\_fair\\_share\\_goals.pdf](http://www.epa.gov/osbp/pdfs/r10_fair_share_goals.pdf).

### **Negotiating Fair Share Objectives/Goals**

In accordance with 40 CFR, Part 33, Subpart D, established goals/objectives remain in effect for three fiscal years unless there are significant changes to the data supporting the fair share objectives. The recipient is required to follow requirements as outlined in 40 CFR Part 33, Subpart D when renegotiating the fair share objectives/goals.

#### **4. For DWSRF, CWSRF and BROWNFIELDS RLF Recipients ONLY**

##### **Objective/Goals of Loan Recipients**

As a recipient of an EPA financial assistance agreement to capitalize revolving loan funds, the recipient agrees to either apply its own fair share objectives negotiated with EPA to identified loans using a substantially similar relevant geographic market, or negotiate separate fair share objectives with its identified loan recipients. These separate objectives/goals must be based on demonstrable evidence of the availability of MBEs and WBEs in accordance with 40 CFR, Part 33, Subpart D.

The recipient agrees that if procurements will occur over more than one year, the recipient may choose to apply the fair share objective in place either for the year in which the identified loan is awarded or for the year in which the procurement action occurs. The recipient must specify this choice in the financial assistance agreement, or incorporate it by reference therein.

##### **R10 DBE Coordinator and Where to Send Report**

Andrea Bennett at (206) 553-1789 or email: [Bennett.Andrea@epa.gov](mailto:Bennett.Andrea@epa.gov). The coordinator can answer any MBE/WBE reporting questions you may have. MBE/WBE reports should be sent to the EPA Region 10, Grants and Interagency Agreements Unit, 1200 Sixth Avenue, Suite 900, OMP-173, Seattle, WA 98101 or FAX to (206) 553-4957.

## **Programmatic Conditions**

**EPA Region**

**10**

**Cleanup Terms and Conditions FY2017  
07.28.2017**

### **I. GENERAL FEDERAL REQUIREMENTS**

#### **A. Federal Policy and Guidance**

1. a. Cooperative Agreement Recipients: By awarding this cooperative agreement, the Environmental Protection Agency (EPA) has approved the proposal for the Cooperative Agreement Recipient (CAR) submitted in the Fiscal Year 2017 competition for Brownfields cleanup cooperative agreements.
- b. In implementing this agreement, the CAR shall ensure that work done with cooperative agreement funds complies with the requirements of the CERCLA § 104(k). The CAR shall also ensure that cleanup activities supported with cooperative agreement funding comply with all applicable federal and state laws and regulations. The CAR must ensure cleanups are protective of human health and the environment.
- c. The CAR must consider whether it is required to conduct cleanups under a State or Tribal response program. If the CAR chooses not to participate in a State or Tribal response program, then the CAR is required to consult with EPA to ensure the proposed cleanup is protective of human health and the environment.
- d. A term and condition or other legally binding provision shall be included in all agreements entered into with the funds, or when funds awarded under this agreement are used in combination with non-federal sources of funds, to ensure that the CAR complies with all

applicable federal and state laws and requirements. In addition to CERCLA § 104(k), federal applicable laws and requirements include 2 CFR Part 200.

- e. The CAR must comply with federal cross-cutting requirements. These requirements include, but are not limited to, DBE requirements found at 40 CFR 33; OSHA Worker Health & Safety Standard 29 CFR 1910.120; the Uniform Relocation Act; National Historic Preservation Act; Endangered Species Act; and Permits required by Section 404 of the Clean Water Act; Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 CFR 60-4; Contract Work Hours and Safety Standards Act, as amended (40 USC § 327-333) the Anti-Kickback Act (40 USC § 276c) and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250.
- f. The CAR must comply with Davis-Bacon Act prevailing wage requirements and associated U.S. Department of Labor (DOL) regulations for all construction, alteration and repair contracts and subcontracts awarded with funds provided under this agreement. For more detailed information on complying with Davis-Bacon please see the Davis-Bacon Addendum to these terms and conditions. *(EPA Project Officer must attach appropriate Davis-Bacon term and condition to this particular cooperative agreement.)*

## II. SITE OWNERSHIP/RECIPIENT ELIGIBILITY REQUIREMENTS

### A. Site Ownership

1. The CAR may only clean-up sites *it solely owns*. The CAR must retain ownership of the site throughout the period of performance. For the purposes of this agreement, the term “owns” means fee simple title unless EPA Headquarters previously approved a different ownership arrangement.

### B. Obligations for CARs Asserting a Limitation on Liability from CERCLA § 107

1. EPA awarded this cooperative agreement to the CAR based on information indicating that the CAR would not use cooperative agreement funds to pay for a response cost at the site for which the CAR was potentially liable under CERCLA § 107. If the CAR is not potentially liable based on its status as either a Bona Fide Prospective Purchaser (BFPP), Contiguous Property Owner (CPO), or Innocent Land Owner (ILO), the CAR must meet certain continuing obligations in order to maintain its status. If the CAR fails to meet these obligations, EPA may disallow the costs incurred under this cooperative agreement for cleaning up the site under CERCLA § 104(k)(7)(C). These continuing obligations include:

- (1) complying with any land use restrictions established or relied on in connection with the response action at the vessel or facility and not impeding the effectiveness or integrity of institutional controls;
- (2) taking reasonable steps with respect to hazardous substance releases;
- (3) providing full cooperation, assistance, and access to persons that are authorized to conduct response actions or natural resource restoration; and
- (4) complying with information requests and administrative subpoenas and legally required notices (applies to the criteria for BFPPs and CPOs).

Notwithstanding the CAR's continuing obligations under this agreement, the CAR is subject to the applicable liability provisions of CERCLA governing its status as a BFPP, CPO, or ILO. CERCLA requires additional obligations to maintain the liability limitations for BFPP, CPO, and ILO; the relevant provisions for these obligations include §§ 101(35), 101(40), 107(b), 107(q) and 107(r).

### C. Site Substitution and Cleanup Method Changes

1. The CAR must use funds provided by this agreement to clean up the brownfield site in the EPA approved workplan. The CAR may not substitute a different brownfield site.

2. The CAR may not make substantial changes to the cleanup method described in the workplan, including changes to the expected cleanup are necessary based on public comment or other reasons, without prior EPA approval.

### **III. GENERAL COOPERATIVE AGREEMENT ADMINISTRATIVE REQUIREMENTS**

#### **A. Term of the Agreement**

1. The term of this agreement is three years from the date of award, unless otherwise extended by EPA at the CAR's request.
2. If after 18 months from the date of award, EPA determines that the CAR has not made sufficient progress in implementing its cooperative agreement, the recipient must implement a corrective action plan approved by the EPA Project Officer. Alternatively, EPA may terminate this agreement under 2 CFR 200.339 for material non-compliance with its terms, or with the consent of the CAR as provided at 2 CFR 200.339. For purposes of cleanup cooperative agreements, "sufficient progress in implementing a cooperative agreement" means that an appropriate remediation plan is in place, institutional control development, if necessary, has commenced, initial community involvement activities have taken place, relevant state or tribal pre-cleanup requirements are being addressed and a solicitation for remediation services has been issued.

#### **B. Substantial Involvement**

1. EPA may be substantially involved in overseeing and monitoring this cooperative agreement.
  - a. Substantial involvement by the EPA generally includes administrative activities by the Project Officer such as monitoring, review of project phases, and approving substantive terms included in professional services contracts.
  - b. Substantial EPA involvement may include review of financial and program performance reports and monitoring all reporting, record-keeping, and other program requirements.
  - c. EPA may waive any of the provisions in Term and Condition III.B.1. at its own initiative or upon request by the CAR. EPA will provide waivers in writing.
2. Effect of EPA's substantial involvement includes:
  - a. EPA's review of any project phase, document, or cost incurred under this cooperative agreement, will not have any effect upon CERCLA § 128 *Eligible Response Site* determinations or for rights, authorities, and actions under CERCLA or any federal statute.
  - b. The CAR remains responsible for ensuring that all cleanups are protective of human health and the environment and comply with all applicable federal and state laws.
  - c. The CAR remains responsible for ensuring costs are allowable under 2 CFR 200 Subpart E.

#### **C. Cooperative Agreement Recipient Roles and Responsibilities**

1. The CAR must acquire the services of a qualified environmental professional(s) to coordinate, direct, and oversee the brownfields cleanup activities at a particular site, if they do not have such a professional on staff.
2. The CAR is responsible for ensuring that contractors and subrecipients comply with the terms of their agreements with the CAR, and that agreements between the CAR and subrecipients and contractors are consistent with the terms and conditions of this agreement.
3. Subawards are defined at 2 CFR 200.92. The CAR may not subaward to for-profit organizations. The CAR must obtain commercial services and products necessary to carry out this agreement under competitive procurement procedures as described in 2 CFR Part 200.317 through 200.326. In addition, EPA policy encourages awarding subawards competitively and the CAR must consider awarding subawards through competition.

4. **Competency of Organizations Generating Environmental Measurement Data:** In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements, the CAR agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, the CAR agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. The CAR shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at [http://www.epa.gov/fem/lab\\_comp.htm](http://www.epa.gov/fem/lab_comp.htm) or a copy may also be requested by contacting the EPA Project Officer for this award.

#### **D. Quarterly Progress Reports**

1. In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, 200.328 *monitoring and reporting program performance* ), the CAR agrees to submit quarterly progress reports to the EPA Project Officer within thirty days after each reporting period. These reports shall cover work status, work progress, difficulties encountered, preliminary data results and a statement of activity anticipated during the subsequent reporting period, including a description of equipment, techniques, and materials to be used or evaluated. A discussion of expenditures and financial status for each workplan task, along with a comparison of the percentage of the project completed to the project schedule and an explanation of significant discrepancies shall be included in the report. The report shall also include any changes of key personnel concerned with the project.

Quarterly progress reports must clearly differentiate which activities were completed with EPA funds provided under the Brownfield cleanup cooperative agreement, versus any other funding source used to help accomplish project activities.

In addition, the report shall include brief information on each of the following areas: 1) a comparison of actual accomplishments to the anticipated outputs/outcomes specified in the cooperative agreement workplan; 2) reasons why anticipated outputs/outcomes were not met; and 3) other pertinent information, including, when appropriate, analysis and explanation of cost overruns or high unit costs. The CAR agrees that it will notify EPA of problems, delays, or adverse conditions which materially impair the ability to meet the outputs/outcomes specified in the cooperative agreement workplan.

2. The CAR must submit progress report on a quarterly basis to the EPA Project Officer. quarterly progress report must include:
  - a. Summary and status of approved activities performed during the reporting quarter; summary of the performance outputs/outcomes achieved during the reporting quarter; and a description of problems encountered or difficulties during the reporting quarter that may affect the project schedule.
  - b. An update on project schedule and milestones; including an explanation of any discrepancies from the approved workplan.
  - c. A budget recap summary table with the following information: current approved project budget; costs incurred during the reporting quarter; costs incurred to date (cumulative expenditures); and total remaining funds. The CAR should include an explanation of any discrepancies in the budget from the approved workplan.
3. If the CAR makes any subawards under this agreement, then it becomes a pass-through entity under the "Establishing and Managing Subaward" General Term and Condition of this agreement. As the pass-through entity, the CAR must report to EPA on its subaward monitoring activities under 2 CFR 200.331(d), including the following information on subawards as part of the CAR's quarterly performance reporting:
  - a. Summaries of results of reviews of financial and programmatic reports.
  - b. Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient performance.
  - c. Environmental results the subrecipient achieved.
  - d. Summaries of audit findings and related pass-through entity management decisions.
  - e. Actions the pass-through entity has taken to correct any deficiencies such as those specified

at [2 CFR 200.331\(e\)](#), [2 CFR 200.207](#) and the [2 CFR Part 200.338 Remedies for Noncompliance](#).

4. The CAR must maintain records that will enable it to report to EPA on the amount of funds disbursed by the CAR on the specific property under this cooperative agreement.
5. In accordance with 2 CFR 200.328(d)(1), the CAR agrees to inform EPA as soon as problems, delays, or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the approved workplan.

#### **E. Property Profile Submission**

1. The CAR must report on interim progress (i.e., cleanup started) and any final accomplishments (i.e., cleanup completed, contaminants removed, Institution Controls, Engineering Controls) by completing and submitting relevant portions of the Property Profile Form using the Brownfields Program on-line reporting system, known as Assessment, Cleanup and Redevelopment Exchange System (ACRES). The CAR must enter the data in ACRES as soon as any interim action or final accomplishment has occurred, or within 30 days after the end of each reporting quarter. EPA will provide the CAR with training prior to obtaining access to ACRES. The training is required to obtain access to ACRES. The CAR must utilize the ACRES system unless approval is obtained from the regional Project Officer to utilize and submit the Property Profile Form instead.

#### **F. Final Technical Cooperative Agreement Report with Environmental Results**

1. In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, 200.328 *monitoring and reporting program performance* ), the CAR agrees to submit to the EPA Project Officer within 90 days after the expiration or termination of the approved project period a final technical report on the cooperative agreement and at least one reproducible copy suitable for printing. The final technical report shall document project activities over the entire project period and shall include brief information on each of the following areas: 1) a comparison of actual accomplishments with the anticipated outputs/outcomes specified in the assistance agreement workplan; 2) reasons why anticipated outputs/outcomes were not met; and 3) other pertinent information, including, when appropriate, analysis and explanation of cost overruns or high unit costs. The CAR agrees that it will notify EPA of problems, delays, or adverse conditions which materially impair the ability to meet the outputs/outcomes specified in the cooperative agreement workplan.

#### **G. Conflict of Interest**

1. The CAR shall establish and enforce conflict of interest provisions that prevent the award of subawards that create real or apparent personal conflicts of interest or the appearance of the CAR's lack of impartiality. Such situations include, but are not limited to, situations in which an employee, official, consultant, contractor, or other individual associated with the CAR (affected party) approves or administers a subaward to a subrecipient in which the affected party has a financial or other interest. Such a conflict of interest or appearance of lack of impartiality may arise when:
  - (i) The affected party,
  - (ii) Any member of his immediate family,
  - (iii) His or her partner, or
  - (iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the subrecipient.

Affected employees will neither solicit nor accept gratuities, favors, or anything of monetary value from subrecipients. Recipients may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards of conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by affected parties.

### **IV. FINANCIAL ADMINISTRATION REQUIREMENTS**



## A. Cost Share Requirement

1. CERCLA § 104(k) (9)(B)(iii) requires that the recipient of this cooperative agreement pay a cost share (which may be in the form of a contribution of money, labor, material, or services from a non-federal source) of at least 20 percent (i.e. 20 percent of the total federal funds awarded). The cost share contribution must be for costs that are eligible and allowable under the cooperative agreement and must be supported by adequate documentation.

## B. Eligible Uses of the Funds for the Cooperative Agreement Recipient

1. To the extent allowable under the EPA-approved workplan, cooperative agreement funds may be used for programmatic expenses necessary to clean up sites. Eligible programmatic expenses include activities described in Section V. of these Terms and Conditions. In addition, eligible programmatic expenses may include:
  - a. Ensuring cleanup activities at a particular site are authorized by CERCLA § 104(k) and the EPA approved workplan;
  - b. Ensuring that a cleanup complies with applicable requirements under federal and state laws, as required by CERCLA § 104(k);
  - c. Using a portion of the cooperative agreement funds to purchase environmental insurance for the remediation of the site. Funds may not be used to purchase insurance intended to provide coverage for any of the ineligible uses under Section IV.C.; and
  - d. Any other eligible programmatic costs including direct costs incurred by the recipient in reporting to EPA; procuring and managing contracts; awarding and managing subawards to the extent allowable in Section IV.C.2.; and carrying out community involvement pertaining to the cleanup activities.
2. **Local Governments Only.** No more than 10% of the funds awarded by this agreement may be used by the CAR itself as a programmatic cost for brownfield program development and implementation (including monitoring of health and institutional controls) if described in the EPA approved work plan. If in the approved work plan, the CAR must maintain records on funds that will be used to carry out the task as detailed in the EPA approved work plan to ensure compliance with this requirement.

## C. Ineligible Uses of the Funds for the Cooperative Agreement Recipient

1. Cooperative agreement funds shall not be used by the CAR for any of the following activities:
  - a. Pre-cleanup environmental assessment activities such as site assessment, identification, and characterization with the exception of site monitoring activities that are reasonable and necessary during the cleanup process, including determination of the effectiveness of a cleanup;
  - b. Monitoring and data collection necessary to apply for, or comply with, environmental permits under other federal and state laws, unless such a permit is required as a component of the cleanup action;
  - c. Construction, demolition, and site development activities that are not cleanup actions (e.g., marketing of property or construction of a new facility or addressing public or private drinking water supplies that have deteriorated through ordinary use);
  - d. Job training unrelated to performing a specific cleanup at a site covered by the cooperative agreement;
  - e. To pay for a penalty or fine;
  - f. To pay a federal cost share requirement (for example, a cost-share required by another federal grant) unless there is specific statutory authority;

- g. To pay for a response cost at a brownfields site for which the CAR is potentially liable under CERCLA § 107;
  - h. To pay a cost of compliance with any federal law, excluding the cost of compliance with laws applicable to the cleanup; and
  - i. Unallowable costs (e.g., lobbying and fund raising) under 2 CFR 200 Subpart E.
2. Under CERCLA § 104(k)(4)(B), administrative costs are prohibited costs under this agreement. Prohibited administrative costs include all indirect costs incurred by the CAR under 2 CFR Part 225 (for state, local and tribal governments) or 2 CFR Part 230 (non-profit organizations), as applicable.
- a. Ineligible administrative costs include costs incurred in the form of salaries, benefits, contractual costs, supplies, and data processing charges, incurred to comply with most provisions of the *Uniform Administrative Requirements for Cost Principles and Audit Requirements for Federal Awards* at 2 CFR 200 and 1500. Direct costs for cooperative agreement administration, with the exception of costs specifically identified as eligible programmatic costs, are ineligible even if the CAR is required to carry out the activity under the cooperative agreement. Costs incurred to report quarterly performance to EPA under the cooperative agreement are eligible.
  - b. Ineligible cooperative agreement administration costs include direct costs for:
    - (1) Preparation of applications for brownfields grants;
    - (2) Record retention required under 2 CFR 1500.6;
    - (3) Record-keeping associated with equipment purchases required under 2 CFR 200.313;
    - (4) Preparing revisions and changes in the budgets, scopes of work, program plans and other activities required under 2 CFR 200.308;
    - (5) Maintaining and operating financial management systems required under 2 CFR 200.302;
    - (6) Preparing payment requests and handling payments under 2 CFR 200.305;
    - (7) Non-federal audits required under 2 CFR 200 Subpart F; and
    - (8) Close out under 2 CFR 200.343.
3. Cooperative agreement funds may not be used for any of the following properties:
- a. Facilities listed, or proposed for listing, on the National Priorities List (NPL);
  - b. Facilities subject to unilateral administrative orders, court orders, and administrative orders on consent or judicial consent decree issued to or entered by parties under CERCLA;
  - c. Facilities that are subject to the jurisdiction, custody or control of the United States government except for land held in trust by the United States government for an Indian tribe; or
  - d. A site excluded from the definition of a brownfields site for which EPA has not made a property-specific funding determination.

#### **D. Interest-Bearing Accounts and Program Income**

- 1. The CAR must deposit advances of cooperative agreement funds and program income (i.e. fees) in an interest bearing account.

- a. For interest earned on advances, CARs are subject to the provisions of 2 CFR 200.305(b)(7)(ii) relating to remitting interest on advances to EPA on a quarterly basis.
- b. Any program income earned by the CAR will be added to the funds EPA has committed to this agreement and used only for eligible and allowable costs under the agreement as provided in 2 CFR 200.307 and 2 CFR 1500.7, as applicable.
- c. Interest earned on program income is considered additional program income.
- d. The CAR must disburse program income (including interest earned on program income) before requesting additional payments from EPA as required by 2 CFR 1500.8.

## **V. CLEANUP ENVIRONMENTAL REQUIREMENTS**

### **A. Authorized Cleanup Activities**

1. The CAR shall prepare an analysis of brownfields cleanup alternatives (ABCA) or equivalent state Brownfields program document which will include information about the site and contamination issues (i.e., exposure pathways, identification of contaminant sources, etc.); cleanup standards; applicable laws; alternatives considered; and the proposed cleanup. The evaluation of alternatives must include effectiveness, ability to implement, and the cost of the response proposed. The evaluation of alternatives must also consider the resilience of the remedial options in light of reasonably foreseeable changing climate conditions (e.g., sea level rise, increased frequency and intensity of flooding and/or extreme weather events, etc.). The alternatives may additionally consider the degree to which they reduce greenhouse gas discharges, reduce energy use or employ alternative energy sources, reduce volume of wastewater generated/disposed, reduce volume of materials taken to landfills, and recycle and re-use materials generated during the cleanup process to the maximum extent practicable. The evaluation will include an analysis of reasonable alternatives including no action. The cleanup method chosen must be based on this analysis.
2. Prior to conducting or engaging in any on-site activity with the potential to impact historic properties (such as invasive sampling or cleanup), the CAR shall consult with EPA regarding potential applicability of the National Historic Preservation Act (NHPA) and, if applicable, shall assist EPA in complying with any requirements of the NHPA and implementing regulations.

### **B. Quality Assurance (QA) Requirements**

1. If environmental data are to be collected as part of the brownfields cleanup (e.g., cleanup verification sampling, post-cleanup confirmation sampling), the CAR shall comply with 2 CFR 1500.11 requirements to develop and implement quality assurance practices sufficient to produce data adequate to meet project objectives and to minimize data loss. State law may impose additional QA requirements.

### **C. Community Relations and Public Involvement in Cleanup Activities**

1. All cleanup activities require a site-specific community relations plan that includes providing reasonable notice, opportunity for involvement, response to comments, and administrative records that are available to the public.
2. The CAR agrees to clearly reference EPA investments in the project during all phases of community outreach outlined in the EPA-approved workplan, which may include the development of any post-project summary or success materials that highlight achievements to which this project contributed. Specifically:
  - a. If any document, fact sheet, and/or web material are developed as part of this cooperative agreement, then they shall include the following statement: "Though this project has been funded, wholly or in part, by EPA, the contents of this document do not necessarily reflect the views and policies of EPA."
  - b. If a sign is developed, as part of a project funded by this cooperative agreement, then the

sign shall include either a statement (e.g., this project has been funded, wholly or in part, by EPA) and/or EPA's logo acknowledging that EPA is a source of funding for the project. The EPA logo may be used on project signage when the sign can be placed in a visible location with direct linkage to site activities. Use of the EPA logo must follow the sign specifications available at: <http://www.epa.gov/ogd/tc.htm>.

3. The CAR agrees to notify the EPA Project Officer listed in this award document of public or media events publicizing the accomplishment of significant events related to construction and/or site reuse projects as a result of this agreement, and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.
4. To increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to include in their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.

#### **D. Administrative Record**

1. The CAR shall establish an administrative record that contains the documents that form the basis for the selection of a cleanup plan. Documents in the administrative record shall include an ABCA with reasonable alternatives including no action; site investigation reports; the cleanup plan; cleanup standards used; responses to public comments; and verification that shows that cleanup is complete. The CAR shall keep the administrative record available at a location convenient to the public and make it available for inspection. The administrative records must be retained for three years after the termination of the closeout agreement subject to any requirements for maintaining records of site cleanups ongoing at the time of termination.

#### **E. Implementation of Cleanup Activities**

1. The CAR shall ensure the adequacy of each cleanup in protecting human health and the environment as it is implemented.
2. If the CAR is unable or unwilling to complete the cleanup, the CAR shall ensure that the site is secure. The CAR shall notify the appropriate state agency and the EPA to ensure an orderly transition should additional activities become necessary.

#### **F. Completion of Cleanup Activities**

1. The CAR shall ensure that the successful completion of a cleanup is properly documented. This must be done through a final report or letter from a qualified environmental professional, or other documentation provided by a State or Tribe that shows cleanup is complete. This documentation needs to be included as part of the administrative record.

### **VI. OTHER REQUIREMENTS**

#### **A. Inclusion of Additional Terms and Conditions in Cleanup Documents**

1. The CAR shall meet the cleanup and other program requirements of the cleanup cooperative agreement including:
  - a. In accordance with 2 CFR 1500.11, the CAR shall maintain records for a minimum of three years following completion of the cleanup financed all or in part with cleanup cooperative agreement funds. The CAR shall provide access to records relating to cleanups supported with cleanup cooperative agreement funds to authorized representatives of the Federal government.
  - b. The CAR has an ongoing obligation to advise EPA if they are assessed any penalties resulting from environmental non-compliance at the site subject to this agreement.

### **VII. PAYMENT AND CLOSEOUT**

For the purposes of these terms and conditions, the following definitions apply: "payment" is the EPA's

transfer of funds to the CAR; "close out" refers to the process that EPA follows to ensure that all administrative actions and work required under the cooperative agreement have been completed.

#### **A. Payment Schedule**

1. **Alternate 1.** If the approved budget for the project includes a substantial amount of construction costs, EPA will pay the CAR on a reimbursement basis. The CAR must submit documentation of obligations and expenses incurred under the agreement to the EPA Project Officer for approval prior to obtaining payment from EPA under the following procedures \_\_\_\_\_.
2. **Alternate 2.** If the approved budget for the project includes construction costs, EPA will pay the CAR on a progress payment basis according to the following schedule \_\_\_\_\_ provided the recipient can document that it incurred costs that require disbursements equal to the amount of the progress payment.
3. **Alternate 3.** (Approved budget does not include construction costs) The CAR will be paid in advance provided it has funds management controls in place which meet the requirements of 2 CFR 200.302, as applicable.

#### **B. Schedule for Closeout**

1. Closeout will be conducted in accordance with 2 CFR 200.343. EPA will close out the award when it determines that all applicable administrative actions and all required work of the under the cooperative agreement have been completed.
2. The CAR, within 90 days after the expiration or termination of the grant, must submit all financial, performance, and other reports required as a condition of the cooperative agreement 2 CFR Part 200.
  - a. The CAR must submit the following documentation:
    - (1) The Final Technical Cooperative Agreement Report as described in Section III.F. of these Terms and Conditions.
    - (2) A Final Federal Financial Report (FFR - SF425). Submitted to:  
  
US EPA, Las Vegas Finance Center  
4220 S. Maryland Pkwy, Bldg C, Rm 503  
Las Vegas, NV 89119  
<https://www.epa.gov/financial/grants>
    - (3) A Final MBE/WBE Report (EPA Form 5700-52A). Submitted to the regional office.
  - b. The CAR must ensure that all appropriate data has been entered into ACRES or all Property Profile Forms are submitted to the Region.
  - c. The CAR must immediately refund to EPA any balance of unobligated (unencumbered) cash advanced that is not authorized to be retained for use on other cooperative agreements.

**END OF DOCUMENT**



**Agenda Sheet for City Council Meeting of:**  
10/16/2017

<b>Date Rec'd</b>	10/4/2017
<b>Clerk's File #</b>	OPR 2017-0709
<b>Renews #</b>	

<b>Submitting Dept</b>	PLANNING	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	LISA KEY FOR 625-6597	<b>Project #</b>	
<b>Contact E-Mail</b>	TSTRIPES@SPOKANECITY.ORG &	<b>Bid #</b>	
<b>Agenda Item Type</b>	Contract Item	<b>Requisition #</b>	
<b>Agenda Item Name</b>	0650 - RIVERFRONT PARK EPA GRANT FOR CANADA ISLAND		

**Agenda Wording**

EPA has awarded the City three grants for Brownfield Cleanup in Riverfront Park. Attached are the three Cooperative Agreement contracts: Havermale Island Site A, Canada Island Site B, and North Bank Site C.

**Summary (Background)**

RES 2016-0080 established the Riverfront Park Brownfield Redevelopment Opportunity Zone and the Riverfront Park Brownfield Renewal Authority. As a result grant pursuit began. EPA awarded the City three Cleanup Grants totaling \$600,000. The award and requires Parks to provide additional match of \$120,000. Overall, the estimated cleanup occurring during construction is estimated to be around \$3,000,000. Note this does not remediate any possible brownfield issues outside of planned construction.

<b>Fiscal Impact</b>	Grant related? YES	<b>Budget Account</b>
	Public Works? NO	

Revenue	\$ 200,000	# 1360-95127-99999-33166-99999
Select	\$	#
Select	\$	#
Select	\$	#

<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	MEULER, LOUIS	<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>	MALLAHAN, JONATHAN	<b><u>Other</u></b>	Urban Development
<b><u>Finance</u></b>	HUGHES, MICHELLE	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	DALTON, PAT	jmallahan@spokanecity.org	
<b><u>For the Mayor</u></b>	DUNIVANT, TIMOTHY	sstopher@spokanecity.org	
<b><u>Additional Approvals</u></b>		lkey@spokanecity.org	
<b><u>Purchasing</u></b>		leadie@spokanecity.org	
		tstripes@spokanecity.org	
		bellison@spokanecity.org	
		gjones@spokanecity.org	



## Continuation of Wording, Summary, Budget, and Distribution

### **Agenda Wording**

### **Summary (Background)**

<b>Fiscal Impact</b>		<b>Budget Account</b>
Select	\$	#
Select	\$	#

### **Distribution List**

jlbrown@spokanecity.org	
sbishop@spokanecity.org	

**City of Spokane Briefing Paper**  
**Planning Brownfields Program:**  
**EPA Grant Funding Acceptance**  
**10/9/2017**

---

**Subject**

EPA has awarded the City three grants for Brownfield Cleanup in Riverfront Park. Attached are the three Cooperative Agreement contracts: Havermale Island Site A, Canada Island Site B, and North Bank Site C.

**Background**

RES 2016-0080 established the Riverfront Park Brownfield Redevelopment Opportunity Zone and the Riverfront Park Brownfield Renewal Authority. As a result grant pursuits began. EPA awarded the City three Cleanup Grants totaling \$600,000. The award and requires Parks to provide additional match of \$120,000. Overall, the estimated cleanup occurring during construction is estimated to be around \$3,000,000. Note this does not remediate any possible brownfield issues outside of planned construction.

**Recommendations**

Please approve this grant funding to assist in the Brownfield cleanup during the Riverfront Park redevelopment.



	<b>U.S. ENVIRONMENTAL PROTECTION AGENCY</b>  <b>Cooperative Agreement</b>	<b>GRANT NUMBER (FAIN):</b> 01J39601 <b>MODIFICATION NUMBER:</b> 0 <b>PROGRAM CODE:</b> BF	<b>DATE OF AWARD</b> 09/15/2017
		<b>TYPE OF ACTION</b> New	<b>MAILING DATE</b> 09/22/2017
		<b>PAYMENT METHOD:</b>	<b>ACH#</b> X0072
<b>RECIPIENT TYPE:</b> Municipal		<b>Send Payment Request to:</b> Las Vegas Finance Center lvfc-grants@epa.gov	
<b>RECIPIENT:</b> City of Spokane 808 W. Spokane Falls Boulevard Spokane, WA 99201-3329 <b>EIN:</b> 91-6001280		<b>PAYEE:</b> City of Spokane 808 W. Spokane Falls Boulevard Spokane, WA 99201-3329	
<b>PROJECT MANAGER</b> Teri Lorraine-Cameron 808 W. Spokane Falls Boulevard Spokane, WA 99201-3329 <b>E-Mail:</b> tstripes@spokanecity.org <b>Phone:</b> 509-625-6597	<b>EPA PROJECT OFFICER</b> Deborah Burgess 300 Desmond Drive SE, Suite 102, W00 Lacey, WA 98513 <b>E-Mail:</b> burgess.deborah@epa.gov <b>Phone:</b> 360-753-9079	<b>EPA GRANT SPECIALIST</b> Andrea Bennett 1200 Sixth Avenue, Suite 900, OMP-173 Seattle WA 98101, <b>E-Mail:</b> bennett.andrea@epa.gov <b>Phone:</b> 206-553-1789	
<b>PROJECT TITLE AND DESCRIPTION</b>  City of Spokane Riverfront Park - Site B Canada Island  The City of Spokane will use funds to finalize the Analysis of Brownfields Cleanup Alternatives (ABCA), continue community involvement, form an advisory committee and cleanup the site previously used for Expo 74.			
<b>BUDGET PERIOD</b> 09/01/2017 - 08/31/2019	<b>PROJECT PERIOD</b> 09/01/2017 - 08/31/2019	<b>TOTAL BUDGET PERIOD COST</b> \$240,000.00	<b>TOTAL PROJECT PERIOD COST</b> \$240,000.00
<b>NOTICE OF AWARD</b>			
Based on your Application dated 12/22/2016 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$200,000. EPA agrees to cost-share <u>80.00%</u> of all approved budget period costs incurred, up to and not exceeding total federal funding of \$200,000. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.			
<b>ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)</b>		<b>AWARD APPROVAL OFFICE</b>	
<b>ORGANIZATION / ADDRESS</b> EPA Region 10 Mail Code: OMP-173 1200 Sixth Avenue, Suite 900 Seattle, WA 98101		<b>ORGANIZATION / ADDRESS</b> U.S. EPA, Region 10 ECL 1200 Sixth Avenue, Suite 900 Seattle, WA 98101	
<b>THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY</b>			
<b>Digital signature applied by EPA Award Official</b> Paula VanHaagen - Manager - Grants Unit			<b>DATE</b> 09/15/2017

# EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$	\$ 200,000	\$ 200,000
EPA In-Kind Amount	\$	\$	\$ 0
Unexpended Prior Year Balance	\$	\$	\$ 0
Other Federal Funds	\$	\$	\$ 0
Recipient Contribution	\$	\$	\$ 0
State Contribution	\$	\$	\$ 0
Local Contribution	\$	\$	\$ 0
Other Contribution	\$	\$	\$ 0
Allowable Project Cost	\$ 0	\$ 200,000	\$ 200,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.818 - Brownfields Assessment and Cleanup Cooperative Agreements	CERCLA: Sec. 101(39)	2 CFR 200 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	1710NEG059	17	E4	10N4AG7	301D79	4114	G0810Q00		200,000
									200,000

## Budget Summary Page

<b>Table A - Object Class Category (Non-construction)</b>	<b>Total Approved Allowable Budget Period Cost</b>
<b>1. Personnel</b>	\$0
<b>2. Fringe Benefits</b>	\$0
<b>3. Travel</b>	\$0
<b>4. Equipment</b>	\$0
<b>5. Supplies</b>	\$0
<b>6. Contractual</b>	\$240,000
<b>7. Construction</b>	\$0
<b>8. Other</b>	\$0
<b>9. Total Direct Charges</b>	\$240,000
<b>10. Indirect Costs: % Base</b>	\$0
<b>11. Total (Share: Recipient <u>20.00</u> % Federal <u>80.00</u> %.)</b>	\$240,000
<b>12. Total Approved Assistance Amount</b>	\$200,000
<b>13. Program Income</b>	\$0
<b>14. Total EPA Amount Awarded This Action</b>	\$200,000
<b>15. Total EPA Amount Awarded To Date</b>	\$200,000

## **Administrative Conditions**

### 1. **General Terms and Conditions** - Updated 4-27-2017

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-april-27-2017-or-later> . These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at <http://www.epa.gov/grants/grant-terms-and-conditions>.

### 2. **General Terms and Conditions - Consultant Cap - Additional Information**

In addition to the General Terms and Conditions #6 "Consultant Cap", as of January 1, 2017, the limit is \$622.72 per day \$77.84 per hour.

**NOTE:** For future years' limits, the recipient may find the annual salary for Level IV of the Executive Schedule on the following Internet site: <http://www.opm.gov/oca>. Select "Salary and Wages", and select "Rates of Pay for the Executive Schedule". The annual salary is divided by 2087 hours to determine the maximum hourly rate, which is then multiplied by 8 to determine the maximum daily rate.

### 3. **General Terms and Conditions – Cybersecurity**

The recipient agrees to comply with the current EPA general terms and conditions "Cybersecurity". The terms and conditions can be found on the EPA Grants Terms and Conditions Website.

For STATES:

[http://www2.epa.gov/sites/production/files/2015-07/documents/state\\_grant\\_cyber\\_security\\_condition.pdf](http://www2.epa.gov/sites/production/files/2015-07/documents/state_grant_cyber_security_condition.pdf).

For TRIBES:

[http://www2.epa.gov/sites/production/files/2015-07/documents/tribal\\_grant\\_cyber\\_security\\_condition.pdf](http://www2.epa.gov/sites/production/files/2015-07/documents/tribal_grant_cyber_security_condition.pdf).

For Other Recipients:

[http://www2.epa.gov/sites/production/files/2015-07/documents/cyber\\_security\\_grant\\_condition\\_for\\_other\\_recipients.pdf](http://www2.epa.gov/sites/production/files/2015-07/documents/cyber_security_grant_condition_for_other_recipients.pdf).

### 4. **General Terms and Conditions - Indirect Costs Not Included (All Organizations)**

In addition to the General Terms and Conditions "Indirect Cost Rate Agreements", the cost principles of 2 CFR 200 Subpart E are applicable to this award. Since there are no indirect costs included in the assistance budget, they are not allowable under this Assistance Agreement.

### 5. **UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MBE/WBE)**

#### **GENERAL COMPLIANCE, 40 CFR, Part 33**

The recipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33.

#### **MBE/WBE REPORTING, 40 CFR, Part 33, Subpart E**

MBE/WBE reporting is required in annual reports. Reporting is required for assistance agreements where there are funds budgeted for procuring construction, equipment, services and supplies, including funds budgeted for direct procurement by the recipient or procurement under subwards or loans in the "Other" category that exceed the threshold amount of \$150,000., including amendments and/or modifications.

Based on EPA's review of the planned budget, this award meets the conditions above and is subject to the Disadvantaged Business Enterprise (DBE) Program reporting requirements. However, if recipient believes this award does not meet these conditions, the recipient must provide a justification and budget

detail within 21 days of the award date clearly demonstrating that, based on the planned budget, this award is not subject to the DBE reporting requirements to the Region 10 DBE Coordinator.

The recipient agrees to complete and submit a "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" report (EPA Form 5700-52A) on an annual basis. All procurement actions are reportable, not just that portion which exceeds \$150,000.

When completing the annual report, recipients are instructed to check the box titled "annual" in section 1B of the form. For the final report, recipients are instructed to check the box indicated for the "last report" of the project in section 1B of the form. Annual reports are due by October 30<sup>th</sup> of each year. Final reports are due by October 30<sup>th</sup> or 90 days after the end of the project period, whichever comes first.

The reporting requirement is based on total procurements. Recipients with expended and/or budgeted funds for procurement are required to report annually whether the planned procurements take place during the reporting period or not. If no budgeted procurements take place during the reporting period, the recipient should check the box in section 5B when completing the form.

The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program's Home Page at [http://www.epa.gov/osbp/dbe\\_reporting.htm](http://www.epa.gov/osbp/dbe_reporting.htm).

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR, Part 33, Section 33.502; however, the other requirements outlined in 40 CFR Part 33 remain in effect, including the Good Faith Effort requirements as described in 40 CFR Part 33 Subpart C, and Fair Share Objectives negotiation as described in 40 CFR Part 33 Subpart D and explained below.

#### **SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C**

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- (a) Ensure DBEs 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 DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. 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 DBEs in the competitive process.
- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
- (f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

#### **CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302**

The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

#### **BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)**

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create

and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

## **FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D**

### **1. For Grant Awards \$250,000 or Less**

This assistance agreement is a Technical Assistance Grant (TAG); or the award amount is \$250,000 or less; or the total dollar amount of all of the recipient's financial assistance agreements from EPA in the current Federal fiscal year is \$250,000 or less. Therefore, the recipient of this assistance agreement is exempt from the fair share objective requirements of 40 CFR, Part 33, Subpart D, and is not required to negotiate fair share objectives/goals for the utilization of MBE/WBEs in its procurements.

### **2. For Recipients Accepting Goals**

A recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE participation in procurement under the financial assistance agreements.

In accordance with 40 CFR, Section 33.411 some recipients may be exempt from the fair share objectives requirements as described in 40 CFR, Part 33, Subpart D. Recipients should work with their DBE coordinator, if they think their organization may qualify for an exemption.

#### **Accepting the Fair Share Objectives/Goals of Another Recipient**

The dollar amount of this assistance agreement, or the total dollar amount of all of the recipient's financial assistance agreements in the current federal fiscal year from EPA is \$250,000, or more. The recipient accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA. The Region 10 fair share objectives/goals can be found: [http://www.epa.gov/osbp/pdfs/r10\\_fair\\_share\\_goals.pdf](http://www.epa.gov/osbp/pdfs/r10_fair_share_goals.pdf).

By signing this financial assistance agreement, the recipient is accepting the fair share objectives/goals 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.

#### **Negotiating Fair Share Objectives/Goals, 40 CFR, Section 33.404**

The recipient has the option to negotiate its own MBE/WBE fair share objectives/goals. If the recipient wishes to negotiate its own MBE/WBE fair share objectives/goals, the recipient agrees to submit proposed MBE/WBE objectives/goals based on an availability analysis, or disparity study, of qualified MBEs and WBEs in their relevant geographic buying market for construction, services, supplies and equipment.

The submission of proposed fair share goals with the supporting analysis or disparity study means that the recipient is **not** accepting the fair share objectives/goals of another recipient. The recipient agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE Coordinator within 120 days of its acceptance of the financial assistance award. EPA will respond to the proposed fair share objective/goals within 30 days of receiving the submission. If proposed fair share objective/goals are not received within the 120 day time frame, the recipient may not expend its EPA funds for procurements until the proposed fair share objective/goals are submitted.

### **3. For Recipients with Established Goals**

The recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE participation in procurement under the financial assistance agreements.

In accordance with 40 CFR, Section 33.411 some recipients may be exempt from the fair share objectives requirements described in 40 CFR, Part 33, Subpart D. Recipients should work with their DBE coordinator, if they think their organization may qualify for an exemption.

#### **Current Fair Share Objective/Goal**

The dollar amount of this assistance agreement or the total dollar amount of all of the recipient's financial

assistance agreements in the current federal fiscal year from EPA is \$250,000, or more. The Region 10 fair share objectives/goals can be found: [http://www.epa.gov/osbp/pdfs/r10\\_fair\\_share\\_goals.pdf](http://www.epa.gov/osbp/pdfs/r10_fair_share_goals.pdf).

### **Negotiating Fair Share Objectives/Goals**

In accordance with 40 CFR, Part 33, Subpart D, established goals/objectives remain in effect for three fiscal years unless there are significant changes to the data supporting the fair share objectives. The recipient is required to follow requirements as outlined in 40 CFR Part 33, Subpart D when renegotiating the fair share objectives/goals.

#### **4. For DWSRF, CWSRF and BROWNFIELDS RLF Recipients ONLY**

##### **Objective/Goals of Loan Recipients**

As a recipient of an EPA financial assistance agreement to capitalize revolving loan funds, the recipient agrees to either apply its own fair share objectives negotiated with EPA to identified loans using a substantially similar relevant geographic market, or negotiate separate fair share objectives with its identified loan recipients. These separate objectives/goals must be based on demonstrable evidence of the availability of MBEs and WBEs in accordance with 40 CFR, Part 33, Subpart D.

The recipient agrees that if procurements will occur over more than one year, the recipient may choose to apply the fair share objective in place either for the year in which the identified loan is awarded or for the year in which the procurement action occurs. The recipient must specify this choice in the financial assistance agreement, or incorporate it by reference therein.

##### **R10 DBE Coordinator and Where to Send Report**

Andrea Bennett at (206) 553-1789 or email: [Bennett.Andrea@epa.gov](mailto:Bennett.Andrea@epa.gov). The coordinator can answer any MBE/WBE reporting questions you may have. MBE/WBE reports should be sent to the EPA Region 10, Grants and Interagency Agreements Unit, 1200 Sixth Avenue, Suite 900, OMP-173, Seattle, WA 98101 or FAX to (206) 553-4957.

#### **6. Pre-Award Costs (2 CFR 200.209 and 200.458; 2 CFR 1500.8)**

Pre-award costs have been approved in accordance with the recipient's application.

## **Programmatic Conditions**

**EPA Region**

**10**

**Cleanup Terms and Conditions FY2017  
07.28.2017**

### **I. GENERAL FEDERAL REQUIREMENTS**

#### **A. Federal Policy and Guidance**

1. a. Cooperative Agreement Recipients: By awarding this cooperative agreement, the Environmental Protection Agency (EPA) has approved the proposal for the Cooperative Agreement Recipient (CAR) submitted in the Fiscal Year 2017 competition for Brownfields cleanup cooperative agreements.

**OPTIONAL - include if the workplan is not approved or conditionally approved:** By awarding this cooperative agreement, the Environmental Protection Agency (EPA) has not approved/conditionally approved the proposal for the Cooperative Agreement Recipient (CAR) submitted in the Fiscal Year 2017 competition for Brownfields assessment cooperative agreements. The CAR may not expend ("draw down") funds to carry out this agreement until EPA's award official approves the workplan.

- b. In implementing this agreement, the CAR shall ensure that work done with cooperative agreement funds complies with the requirements of the CERCLA § 104(k). The CAR shall also ensure that cleanup activities supported with cooperative agreement funding comply with all applicable federal and state laws and regulations. The CAR must ensure cleanups are protective of human health and the environment.

- c. The CAR must consider whether it is required to conduct cleanups under a State or Tribal response program. If the CAR chooses not to participate in a State or Tribal response program, then the CAR is required to consult with EPA to ensure the proposed cleanup is protective of human health and the environment.
- d. **OPTIONAL - Optional T&C for a CARs that chooses to participate in State or Tribal response programs that do not have a promulgated program.** If the State or Tribe does not have a promulgated Response Program, then the CAR is required to consult with EPA to ensure protectiveness of human health and the environment.
- e. A term and condition or other legally binding provision shall be included in all agreements entered into with the funds, or when funds awarded under this agreement are used in combination with non-federal sources of funds, to ensure that the CAR complies with all applicable federal and state laws and requirements. In addition to CERCLA § 104(k), federal applicable laws and requirements include 2 CFR Part 200.
- f. The CAR must comply with federal cross-cutting requirements. These requirements include, but are not limited to, DBE requirements found at 40 CFR 33; OSHA Worker Health & Safety Standard 29 CFR 1910.120; the Uniform Relocation Act; National Historic Preservation Act; Endangered Species Act; and Permits required by Section 404 of the Clean Water Act; Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 CFR 60-4; Contract Work Hours and Safety Standards Act, as amended (40 USC § 327-333) the Anti-Kickback Act (40 USC § 276c) and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250.
- g. The CAR must comply with Davis-Bacon Act prevailing wage requirements and associated U.S. Department of Labor (DOL) regulations for all construction, alteration and repair contracts and subcontracts awarded with funds provided under this agreement. For more detailed information on complying with Davis-Bacon please see the Davis-Bacon Addendum to these terms and conditions. *(EPA Project Officer must attach appropriate Davis-Bacon term and condition to this particular cooperative agreement.)*

## II. SITE OWNERSHIP/RECIPIENT ELIGIBILITY REQUIREMENTS

### A. Site Ownership

- 1. The CAR may only clean-up sites *it solely owns*. The CAR must retain ownership of the site throughout the period of performance. For the purposes of this agreement, the term “owns” means fee simple title unless EPA Headquarters previously approved a different ownership arrangement.

### B. Obligations for CARs Asserting a Limitation on Liability from CERCLA § 107

- 1. EPA awarded this cooperative agreement to the CAR based on information indicating that the CAR would not use cooperative agreement funds to pay for a response cost at the site for which the CAR was potentially liable under CERCLA § 107. If the CAR is not potentially liable based on its status as either a Bona Fide Prospective Purchaser (BFPP), Contiguous Property Owner (CPO), or Innocent Land Owner (ILO), the CAR must meet certain continuing obligations in order to maintain its status. If the CAR fails to meet these obligations, EPA may disallow the costs incurred under this cooperative agreement for cleaning up the site under CERCLA § 104(k)(7)(C). These continuing obligations include:
  - (1) complying with any land use restrictions established or relied on in connection with the response action at the vessel or facility and not impeding the effectiveness or integrity of institutional controls;
  - (2) taking reasonable steps with respect to hazardous substance releases;
  - (3) providing full cooperation, assistance, and access to persons that are authorized to conduct response actions or natural resource restoration; and



- (4) complying with information requests and administrative subpoenas and legally required notices (applies to the criteria for BFPPs and CPOs).

Notwithstanding the CAR's continuing obligations under this agreement, the CAR is subject to the applicable liability provisions of CERCLA governing its status as a BFPP, CPO, or ILO. CERCLA requires additional obligations to maintain the liability limitations for BFPP, CPO, and ILO; the relevant provisions for these obligations include §§ 101(35), 101(40), 107(b), 107(q) and 107(r).

### **C. Site Substitution and Cleanup Method Changes**

1. The CAR must use funds provided by this agreement to clean up the brownfield site in the EPA approved workplan. The CAR may not substitute a different brownfield site.
2. The CAR may not make substantial changes to the cleanup method described in the workplan, including changes to the expected cleanup are necessary based on public comment or other reasons, without prior EPA approval.

## **III. GENERAL COOPERATIVE AGREEMENT ADMINISTRATIVE REQUIREMENTS**

### **A. Term of the Agreement**

1. The term of this agreement is three years from the date of award, unless otherwise extended by EPA at the CAR's request.
2. If after 18 months from the date of award, EPA determines that the CAR has not made sufficient progress in implementing its cooperative agreement, the recipient must implement a corrective action plan approved by the EPA Project Officer. Alternatively, EPA may terminate this agreement under 2 CFR 200.339 for material non-compliance with its terms, or with the consent of the CAR as provided at 2 CFR 200.339. For purposes of cleanup cooperative agreements, "sufficient progress in implementing a cooperative agreement" means that an appropriate remediation plan is in place, institutional control development, if necessary, has commenced, initial community involvement activities have taken place, relevant state or tribal pre-cleanup requirements are being addressed and a solicitation for remediation services has been issued.

### **B. Substantial Involvement**

1. EPA may be substantially involved in overseeing and monitoring this cooperative agreement.
  - a. Substantial involvement by the EPA generally includes administrative activities by the Project Officer such as monitoring, review of project phases, and approving substantive terms included in professional services contracts.
  - b. Substantial EPA involvement may include review of financial and program performance reports and monitoring all reporting, record-keeping, and other program requirements.
  - c. EPA may waive any of the provisions in Term and Condition III.B.1. at its own initiative or upon request by the CAR. EPA will provide waivers in writing.
2. Effect of EPA's substantial involvement includes:
  - a. EPA's review of any project phase, document, or cost incurred under this cooperative agreement, will not have any effect upon CERCLA § 128 *Eligible Response Site* determinations or for rights, authorities, and actions under CERCLA or any federal statute.
  - b. The CAR remains responsible for ensuring that all cleanups are protective of human health and the environment and comply with all applicable federal and state laws.
  - c. The CAR remains responsible for ensuring costs are allowable under 2 CFR 200 Subpart E.

### **C. Cooperative Agreement Recipient Roles and Responsibilities**

1. The CAR must acquire the services of a qualified environmental professional(s) to coordinate, direct, and oversee the brownfields cleanup activities at a particular site, if they do not have such a professional on staff.
2. The CAR is responsible for ensuring that contractors and subrecipients comply with the terms of their agreements with the CAR, and that agreements between the CAR and subrecipients and contractors are consistent with the terms and conditions of this agreement.
3. Subawards are defined at 2 CFR 200.92. The CAR may not subaward to for-profit organizations. The CAR must obtain commercial services and products necessary to carry out this agreement under competitive procurement procedures as described in 2 CFR Part 200.317 through 200.326. In addition, EPA policy encourages awarding subawards competitively and the CAR must consider awarding subawards through competition.
4. **Competency of Organizations Generating Environmental Measurement Data:** In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements, the CAR agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, the CAR agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. The CAR shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at [http://www.epa.gov/fem/lab\\_comp.htm](http://www.epa.gov/fem/lab_comp.htm) or a copy may also be requested by contacting the EPA Project Officer for this award.

#### **D. Quarterly Progress Reports**

1. In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, 200.328 *monitoring and reporting program performance* ), the CAR agrees to submit quarterly progress reports to the EPA Project Officer within thirty days after each reporting period. These reports shall cover work status, work progress, difficulties encountered, preliminary data results and a statement of activity anticipated during the subsequent reporting period, including a description of equipment, techniques, and materials to be used or evaluated. A discussion of expenditures and financial status for each workplan task, along with a comparison of the percentage of the project completed to the project schedule and an explanation of significant discrepancies shall be included in the report. The report shall also include any changes of key personnel concerned with the project.

Quarterly progress reports must clearly differentiate which activities were completed with EPA funds provided under the Brownfield cleanup cooperative agreement, versus any other funding source used to help accomplish project activities.

In addition, the report shall include brief information on each of the following areas: 1) a comparison of actual accomplishments to the anticipated outputs/outcomes specified in the cooperative agreement workplan; 2) reasons why anticipated outputs/outcomes were not met; and 3) other pertinent information, including, when appropriate, analysis and explanation of cost overruns or high unit costs. The CAR agrees that it will notify EPA of problems, delays, or adverse conditions which materially impair the ability to meet the outputs/outcomes specified in the cooperative agreement workplan.

2. The CAR must submit progress report on a quarterly basis to the EPA Project Officer. quarterly progress report must include:
  - a. Summary and status of approved activities performed during the reporting quarter; summary of the performance outputs/outcomes achieved during the reporting quarter; and a description of problems encountered or difficulties during the reporting quarter that may affect the project schedule.
  - b. An update on project schedule and milestones; including an explanation of any discrepancies from the approved workplan.
  - c. A budget recap summary table with the following information: current approved project budget; costs incurred during the reporting quarter; costs incurred to date (cumulative

expenditures); and total remaining funds. The CAR should include an explanation of any discrepancies in the budget from the approved workplan.

3. If the CAR makes any subawards under this agreement, then it becomes a pass-through entity under the “Establishing and Managing Subaward” General Term and Condition of this agreement. As the pass-through entity, the CAR must report to EPA on its subaward monitoring activities under [2 CFR 200.331\(d\)](#), including the following information on subawards as part of the CAR’s quarterly performance reporting:
  - a. Summaries of results of reviews of financial and programmatic reports.
  - b. Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient performance.
  - c. Environmental results the subrecipient achieved.
  - d. Summaries of audit findings and related pass-through entity management decisions.
  - e. Actions the pass-through entity has taken to correct any deficiencies such as those specified at [2 CFR 200.331\(e\)](#), [2 CFR 200.207](#) and the [2 CFR Part 200.338 Remedies for Noncompliance](#).
4. The CAR must maintain records that will enable it to report to EPA on the amount of funds disbursed by the CAR on the specific property under this cooperative agreement.
5. In accordance with 2 CFR 200.328(d)(1), the CAR agrees to inform EPA as soon as problems, delays, or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the approved workplan.

#### **E. Property Profile Submission**

1. The CAR must report on interim progress (i.e., cleanup started) and any final accomplishments (i.e., cleanup completed, contaminants removed, Institution Controls, Engineering Controls) by completing and submitting relevant portions of the Property Profile Form using the Brownfields Program on-line reporting system, known as Assessment, Cleanup and Redevelopment Exchange System (ACRES). The CAR must enter the data in ACRES as soon as any interim action or final accomplishment has occurred, or within 30 days after the end of each reporting quarter. EPA will provide the CAR with training prior to obtaining access to ACRES. The training is required to obtain access to ACRES. The CAR must utilize the ACRES system unless approval is obtained from the regional Project Officer to utilize and submit the Property Profile Form instead.

#### **F. Final Technical Cooperative Agreement Report with Environmental Results**

1. In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, 200.328 *monitoring and reporting program performance* ), the CAR agrees to submit to the EPA Project Officer within 90 days after the expiration or termination of the approved project period a final technical report on the cooperative agreement and at least one reproducible copy suitable for printing. The final technical report shall document project activities over the entire project period and shall include brief information on each of the following areas: 1) a comparison of actual accomplishments with the anticipated outputs/outcomes specified in the assistance agreement workplan; 2) reasons why anticipated outputs/outcomes were not met; and 3) other pertinent information, including, when appropriate, analysis and explanation of cost overruns or high unit costs. The CAR agrees that it will notify EPA of problems, delays, or adverse conditions which materially impair the ability to meet the outputs/outcomes specified in the cooperative agreement workplan.

#### **G. Conflict of Interest**

1. The CAR shall establish and enforce conflict of interest provisions that prevent the award of subawards that create real or apparent personal conflicts of interest or the appearance of the CAR’s lack of impartiality. Such situations include, but are not limited to, situations in which an employee, official, consultant, contractor, or other individual associated with the CAR (affected party) approves or administers a subaward to a subrecipient in which the affected party has a financial or other interest. Such a conflict of interest or appearance of lack of impartiality may arise when:

- (i) The affected party,
- (ii) Any member of his immediate family,
- (iii) His or her partner, or
- (iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the subrecipient.

Affected employees will neither solicit nor accept gratuities, favors, or anything of monetary value from subrecipients. Recipients may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards of conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by affected parties.

#### **IV. FINANCIAL ADMINISTRATION REQUIREMENTS**

##### **A. Cost Share Requirement**

1. CERCLA § 104(k) (9)(B)(iii) requires that the recipient of this cooperative agreement pay a cost share (which may be in the form of a contribution of money, labor, material, or services from a non-federal source) of at least 20 percent (i.e. 20 percent of the total federal funds awarded). The cost share contribution must be for costs that are eligible and allowable under the cooperative agreement and must be supported by adequate documentation.

##### **B. Eligible Uses of the Funds for the Cooperative Agreement Recipient**

1. To the extent allowable under the EPA-approved workplan, cooperative agreement funds may be used for programmatic expenses necessary to clean up sites. Eligible programmatic expenses include activities described in Section V. of these Terms and Conditions. In addition, eligible programmatic expenses may include:
  - a. Ensuring cleanup activities at a particular site are authorized by CERCLA § 104(k) and the EPA approved workplan;
  - b. Ensuring that a cleanup complies with applicable requirements under federal and state laws, as required by CERCLA § 104(k);
  - c. Using a portion of the cooperative agreement funds to purchase environmental insurance for the remediation of the site. Funds may not be used to purchase insurance intended to provide coverage for any of the ineligible uses under Section IV.C.; and
  - d. Any other eligible programmatic costs including direct costs incurred by the recipient in reporting to EPA; procuring and managing contracts; awarding and managing subawards to the extent allowable in Section IV.C.2.; and carrying out community involvement pertaining to the cleanup activities.

##### **CAN CHANGE - LOCAL GOVERNMENTS ONLY**

2. **Local Governments Only.** No more than 10% of the funds awarded by this agreement may be used by the CAR itself as a programmatic cost for brownfield program development and implementation (including monitoring of health and institutional controls) if described in the EPA approved work plan. If in the approved work plan, the CAR must maintain records on funds that will be used to carry out the task as detailed in the EPA approved work plan to ensure compliance with this requirement.

##### **C. Ineligible Uses of the Funds for the Cooperative Agreement Recipient**

1. Cooperative agreement funds shall not be used by the CAR for any of the following activities:
  - a. Pre-cleanup environmental assessment activities such as site assessment, identification, and characterization with the exception of site monitoring activities that are reasonable and necessary during the cleanup process, including determination of the effectiveness of a cleanup;

- b. Monitoring and data collection necessary to apply for, or comply with, environmental permits under other federal and state laws, unless such a permit is required as a component of the cleanup action;
  - c. Construction, demolition, and site development activities that are not cleanup actions (e.g., marketing of property or construction of a new facility or addressing public or private drinking water supplies that have deteriorated through ordinary use);
  - d. Job training unrelated to performing a specific cleanup at a site covered by the cooperative agreement;
  - e. To pay for a penalty or fine;
  - f. To pay a federal cost share requirement (for example, a cost-share required by another federal grant) unless there is specific statutory authority;
  - g. To pay for a response cost at a brownfields site for which the CAR is potentially liable under CERCLA § 107;
  - h. To pay a cost of compliance with any federal law, excluding the cost of compliance with laws applicable to the cleanup; and
  - i. Unallowable costs (e.g., lobbying and fund raising) under 2 CFR 200 Subpart E.
2. Under CERCLA § 104(k)(4)(B), administrative costs are prohibited costs under this agreement. Prohibited administrative costs include all indirect costs incurred by the CAR under 2 CFR Part 225 (for state, local and tribal governments) or 2 CFR Part 230 (non-profit organizations), as applicable.
- a. Ineligible administrative costs include costs incurred in the form of salaries, benefits, contractual costs, supplies, and data processing charges, incurred to comply with most provisions of the *Uniform Administrative Requirements for Cost Principles and Audit Requirements for Federal Awards at* 2 CFR 200 and 1500. Direct costs for cooperative agreement administration, with the exception of costs specifically identified as eligible programmatic costs, are ineligible even if the CAR is required to carry out the activity under the cooperative agreement. Costs incurred to report quarterly performance to EPA under the cooperative agreement are eligible.
  - b. Ineligible cooperative agreement administration costs include direct costs for:
    - (1) Preparation of applications for brownfields grants;
    - (2) Record retention required under 2 CFR 1500.6;
    - (3) Record-keeping associated with equipment purchases required under 2 CFR 200.313;
    - (4) Preparing revisions and changes in the budgets, scopes of work, program plans and other activities required under 2 CFR 200.308;
    - (5) Maintaining and operating financial management systems required under 2 CFR 200.302;
    - (6) Preparing payment requests and handling payments under 2 CFR 200.305;
    - (7) Non-federal audits required under 2 CFR 200 Subpart F; and
    - (8) Close out under 2 CFR 200.343.
3. Cooperative agreement funds may not be used for any of the following properties:
- a. Facilities listed, or proposed for listing, on the National Priorities List (NPL);

- b. Facilities subject to unilateral administrative orders, court orders, and administrative orders on consent or judicial consent decree issued to or entered by parties under CERCLA;
- c. Facilities that are subject to the jurisdiction, custody or control of the United States government except for land held in trust by the United States government for an Indian tribe; or
- d. A site excluded from the definition of a brownfields site for which EPA has not made a property-specific funding determination.

#### **D. Interest-Bearing Accounts and Program Income**

1. The CAR must deposit advances of cooperative agreement funds and program income (i.e. fees) in an interest bearing account.
  - a. For interest earned on advances, CARs are subject to the provisions of 2 CFR 200.305(b)(7)(ii) relating to remitting interest on advances to EPA on a quarterly basis.
  - b. Any program income earned by the CAR will be added to the funds EPA has committed to this agreement and used only for eligible and allowable costs under the agreement as provided in 2 CFR 200.307 and 2 CFR 1500.7, as applicable.
  - c. Interest earned on program income is considered additional program income.
  - d. The CAR must disburse program income (including interest earned on program income) before requesting additional payments from EPA as required by 2 CFR 1500.8.

### **V. CLEANUP ENVIRONMENTAL REQUIREMENTS**

#### **A. Authorized Cleanup Activities**

1. The CAR shall prepare an analysis of brownfields cleanup alternatives (ABCA) or equivalent state Brownfields program document which will include information about the site and contamination issues (i.e., exposure pathways, identification of contaminant sources, etc.); cleanup standards; applicable laws; alternatives considered; and the proposed cleanup. The evaluation of alternatives must include effectiveness, ability to implement, and the cost of the response proposed. The evaluation of alternatives must also consider the resilience of the remedial options in light of reasonably foreseeable changing climate conditions (e.g., sea level rise, increased frequency and intensity of flooding and/or extreme weather events, etc.). The alternatives may additionally consider the degree to which they reduce greenhouse gas discharges, reduce energy use or employ alternative energy sources, reduce volume of wastewater generated/disposed, reduce volume of materials taken to landfills, and recycle and re-use materials generated during the cleanup process to the maximum extent practicable. The evaluation will include an analysis of reasonable alternatives including no action. The cleanup method chosen must be based on this analysis.
2. Prior to conducting or engaging in any on-site activity with the potential to impact historic properties (such as invasive sampling or cleanup), the CAR shall consult with EPA regarding potential applicability of the National Historic Preservation Act (NHPA) and, if applicable, shall assist EPA in complying with any requirements of the NHPA and implementing regulations.

#### **B. Quality Assurance (QA) Requirements**

1. If environmental data are to be collected as part of the brownfields cleanup (e.g., cleanup verification sampling, post-cleanup confirmation sampling), the CAR shall comply with 2 CFR 1500.11 requirements to develop and implement quality assurance practices sufficient to produce data adequate to meet project objectives and to minimize data loss. State law may impose additional QA requirements.

#### **C. Community Relations and Public Involvement in Cleanup Activities**

1. All cleanup activities require a site-specific community relations plan that includes providing reasonable notice, opportunity for involvement, response to comments, and administrative records that are available to the public.
2. The CAR agrees to clearly reference EPA investments in the project during all phases of community outreach outlined in the EPA-approved workplan, which may include the development of any post-project summary or success materials that highlight achievements to which this project contributed. Specifically:
  - a. If any document, fact sheet, and/or web material are developed as part of this cooperative agreement, then they shall include the following statement: "Though this project has been funded, wholly or in part, by EPA, the contents of this document do not necessarily reflect the views and policies of EPA."
  - b. If a sign is developed, as part of a project funded by this cooperative agreement, then the sign shall include either a statement (e.g., this project has been funded, wholly or in part, by EPA) and/or EPA's logo acknowledging that EPA is a source of funding for the project. The EPA logo may be used on project signage when the sign can be placed in a visible location with direct linkage to site activities. Use of the EPA logo must follow the sign specifications available at: <http://www.epa.gov/ogd/tc.htm>.
3. The CAR agrees to notify the EPA Project Officer listed in this award document of public or media events publicizing the accomplishment of significant events related to construction and/or site reuse projects as a result of this agreement, and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.
4. To increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to include in their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.

#### **D. Administrative Record**

1. The CAR shall establish an administrative record that contains the documents that form the basis for the selection of a cleanup plan. Documents in the administrative record shall include an ABCA with reasonable alternatives including no action; site investigation reports; the cleanup plan; cleanup standards used; responses to public comments; and verification that shows that cleanup is complete. The CAR shall keep the administrative record available at a location convenient to the public and make it available for inspection. The administrative records must be retained for three years after the termination of the closeout agreement subject to any requirements for maintaining records of site cleanups ongoing at the time of termination.

#### **E. Implementation of Cleanup Activities**

1. The CAR shall ensure the adequacy of each cleanup in protecting human health and the environment as it is implemented.
2. If the CAR is unable or unwilling to complete the cleanup, the CAR shall ensure that the site is secure. The CAR shall notify the appropriate state agency and the EPA to ensure an orderly transition should additional activities become necessary.

#### **F. Completion of Cleanup Activities**

1. The CAR shall ensure that the successful completion of a cleanup is properly documented. This must be done through a final report or letter from a qualified environmental professional, or other documentation provided by a State or Tribe that shows cleanup is complete. This documentation needs to be included as part of the administrative record.

### **VI. OTHER REQUIREMENTS**

## A. Inclusion of Additional Terms and Conditions in Cleanup Documents

1. The CAR shall meet the cleanup and other program requirements of the cleanup cooperative agreement including:
  - a. In accordance with 2 CFR 1500.11, the CAR shall maintain records for a minimum of three years following completion of the cleanup financed all or in part with cleanup cooperative agreement funds. The CAR shall provide access to records relating to cleanups supported with cleanup cooperative agreement funds to authorized representatives of the Federal government.
  - b. The CAR has an ongoing obligation to advise EPA if they are assessed any penalties resulting from environmental non-compliance at the site subject to this agreement.

## VII. PAYMENT AND CLOSEOUT

For the purposes of these terms and conditions, the following definitions apply: “payment” is the EPA’s transfer of funds to the CAR; “close out” refers to the process that EPA follows to ensure that all administrative actions and work required under the cooperative agreement have been completed.

### A. Payment Schedule

1. **Alternate 1.** If the approved budget for the project includes a substantial amount of construction costs, EPA will pay the CAR on a reimbursement basis. The CAR must submit documentation of obligations and expenses incurred under the agreement to the EPA Project Officer for approval prior to obtaining payment from EPA under the following procedures\_\_\_\_\_.
2. **Alternate 2.** If the approved budget for the project includes construction costs, EPA will pay the CAR on a progress payment basis according to the following schedule\_\_\_\_\_ provided the recipient can document that it incurred costs that require disbursements equal to the amount of the progress payment.
3. **Alternate 3.** (Approved budget does not include construction costs) The CAR will be paid in advance provided it has funds management controls in place which meet the requirements of 2 CFR 200.302, as applicable.

### B. Schedule for Closeout

1. Closeout will be conducted in accordance with 2 CFR 200.343. EPA will close out the award when it determines that all applicable administrative actions and all required work of the under the cooperative agreement have been completed.
2. The CAR, within 90 days after the expiration or termination of the grant, must submit all financial, performance, and other reports required as a condition of the cooperative agreement 2 CFR Part 200.
  - a. The CAR must submit the following documentation:
    - (1) The Final Technical Cooperative Agreement Report as described in Section III.F. of these Terms and Conditions.
    - (2) A Final Federal Financial Report (FFR - SF425). Submitted to:

US EPA, Las Vegas Finance Center  
4220 S. Maryland Pkwy, Bldg C, Rm 503  
Las Vegas, NV 89119  
<https://www.epa.gov/financial/grants>
    - (3) A Final MBE/WBE Report (EPA Form 5700-52A). Submitted to the regional office.
  - b. The CAR must ensure that all appropriate data has been entered into ACRES or all Property Profile Forms are submitted to the Region.



- c. The CAR must immediately refund to EPA any balance of unobligated (unencumbered) cash advanced that is not authorized to be retained for use on other cooperative agreements.

**END OF DOCUMENT**



**Agenda Sheet for City Council Meeting of:**  
10/16/2017

<b>Date Rec'd</b>	10/4/2017
<b>Clerk's File #</b>	OPR 2017-0710
<b>Renews #</b>	

<b>Submitting Dept</b>	PLANNING	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	LISA KEY FOR 625-6597	<b>Project #</b>	
<b>Contact E-Mail</b>	TSTRIPES@SPOKANECITY.ORG &	<b>Bid #</b>	
<b>Agenda Item Type</b>	Contract Item	<b>Requisition #</b>	
<b>Agenda Item Name</b>	0650 - RIVERFRONT PARK EPA GRANT FOR NORTH BANK		

**Agenda Wording**

EPA has awarded the City three grants for Brownfield Cleanup in Riverfront Park. Attached are the three Cooperative Agreement contracts: Havermale Island Site A, Canada Island Site B, and North Bank Site C.

**Summary (Background)**

RES 2016-0080 established the Riverfront Park Brownfield Redevelopment Opportunity Zone and the Riverfront Park Brownfield Renewal Authority. As a result grant pursuit began. EPA awarded the City three Cleanup Grants totaling \$600,000. The award and requires Parks to provide additional match of \$120,000. Overall, the estimated cleanup occurring during construction is estimated to be around \$3,000,000. Note this does not remediate any possible brownfield issues outside of planned construction.

<b>Fiscal Impact</b>	Grant related? YES	<b>Budget Account</b>
	Public Works? NO	
Revenue	\$ 200,000	# 1360 95126 99999 33166 99999
Select	\$	#
Select	\$	#
Select	\$	#

<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	MEULER, LOUIS	<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>	MALLAHAN, JONATHAN	<b><u>Other</u></b>	Urban Development
<b><u>Finance</u></b>	HUGHES, MICHELLE	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	DALTON, PAT	jmallahan@spokanecity.org	
<b><u>For the Mayor</u></b>	DUNIVANT, TIMOTHY	sstopher@spokanecity.org	
<b><u>Additional Approvals</u></b>		lkey@spokanecity.org	
<b><u>Purchasing</u></b>		leadie@spokanecity.org	
		tstripes@spokanecity.org	
		bellison@spokanecity.org	
		gjones@spokanecity.org	



## Continuation of Wording, Summary, Budget, and Distribution

### **Agenda Wording**

### **Summary (Background)**

<b>Fiscal Impact</b>		<b>Budget Account</b>
Select	\$	#
Select	\$	#

### **Distribution List**

sbishop@spokanecity.org	
jlbrown@spokanecity.org	

**City of Spokane Briefing Paper**  
**Planning Brownfields Program:**  
**EPA Grant Funding Acceptance**  
**10/9/2017**

---

**Subject**

EPA has awarded the City three grants for Brownfield Cleanup in Riverfront Park. Attached are the three Cooperative Agreement contracts: Havermale Island Site A, Canada Island Site B, and North Bank Site C.

**Background**

RES 2016-0080 established the Riverfront Park Brownfield Redevelopment Opportunity Zone and the Riverfront Park Brownfield Renewal Authority. As a result grant pursuits began. EPA awarded the City three Cleanup Grants totaling \$600,000. The award and requires Parks to provide additional match of \$120,000. Overall, the estimated cleanup occurring during construction is estimated to be around \$3,000,000. Note this does not remediate any possible brownfield issues outside of planned construction.

**Recommendations**

Please approve this grant funding to assist in the Brownfield cleanup during the Riverfront Park redevelopment.

	<b>U.S. ENVIRONMENTAL PROTECTION AGENCY</b>  <b>Cooperative Agreement</b>	<b>GRANT NUMBER (FAIN):</b> 01J39701 <b>MODIFICATION NUMBER:</b> 0 <b>PROGRAM CODE:</b> BF	<b>DATE OF AWARD</b> 09/19/2017
		<b>TYPE OF ACTION</b> New	<b>MAILING DATE</b> 09/26/2017
		<b>PAYMENT METHOD:</b>	<b>ACH#</b> X0072
		<b>RECIPIENT TYPE:</b> Municipal	
<b>RECIPIENT:</b> City of Spokane 808 W. Spokane Falls Boulevard Spokane, WA 99201-3329 <b>EIN:</b> 91-6001280		<b>PAYEE:</b> City of Spokane 808 W. Spokane Falls Boulevard Spokane, WA 99201-3329	
<b>PROJECT MANAGER</b> Teri Lorraine-Cameron Stripes 808 W. Spokane Falls Boulevard Spokane, WA 99201-3329 <b>E-Mail:</b> tstripes@spokanecity.org <b>Phone:</b> 509-625-6597		<b>EPA PROJECT OFFICER</b> Deborah Burgess 300 Desmond Drive SE, Suite 102, W00 Lacey, WA 98513 <b>E-Mail:</b> burgess.deborah@epa.gov <b>Phone:</b> 360-753-9079	
		<b>EPA GRANT SPECIALIST</b> Andrea Bennett 1200 Sixth Avenue, Suite 900, OMP-173 Seattle WA 98101, <b>E-Mail:</b> bennett.andrea@epa.gov <b>Phone:</b> 206-553-1789	
<b>PROJECT TITLE AND DESCRIPTION</b>  City of Spokane Riverfront Park Area C - North Bank  The City of Spokane will use funds to finalize Analysis of Brownfield Cleanup Alternatives (ABCA), continue community involvement, form an advisory committee and cleanup the site previously used for Expo 74.			
<b>BUDGET PERIOD</b> 09/01/2017 - 08/31/2019	<b>PROJECT PERIOD</b> 09/01/2017 - 08/31/2019	<b>TOTAL BUDGET PERIOD COST</b> \$240,000.00	<b>TOTAL PROJECT PERIOD COST</b> \$240,000.00
<b>NOTICE OF AWARD</b>			
Based on your Application dated 12/22/2016 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$200,000. EPA agrees to cost-share 80.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$200,000. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.			
<b>ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)</b>		<b>AWARD APPROVAL OFFICE</b>	
<b>ORGANIZATION / ADDRESS</b> EPA Region 10 Mail Code: OMP-173 1200 Sixth Avenue, Suite 900 Seattle, WA 98101		<b>ORGANIZATION / ADDRESS</b> U.S. EPA, Region 10 ECL 1200 Sixth Avenue, Suite 900 Seattle, WA 98101	
<b>THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY</b>			
<b>Digital signature applied by EPA Award Official</b> Paula VanHaagen - Manager - Grants Unit			<b>DATE</b> 09/19/2017

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$	\$ 200,000	\$ 200,000
EPA In-Kind Amount	\$	\$	\$ 0
Unexpended Prior Year Balance	\$	\$	\$ 0
Other Federal Funds	\$	\$	\$ 0
Recipient Contribution	\$	\$	\$ 0
State Contribution	\$	\$	\$ 0
Local Contribution	\$	\$	\$ 0
Other Contribution	\$	\$	\$ 0
Allowable Project Cost	\$ 0	\$ 200,000	\$ 200,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.818 - Brownfields Assessment and Cleanup Cooperative Agreements	CERCLA: Sec. 101(39)	2 CFR 200 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	1710NEG084	17	E4	10N4AG7	301D79	4114	G082OQ00	-	156,600
-	1710NEG085	16	E4D	10N4AG7	301D79	4114	G082OQ00	-	43,400
									200,000

Budget Summary Page

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$0
2. Fringe Benefits	\$0
3. Travel	\$0
4. Equipment	\$0
5. Supplies	\$0
6. Contractual	\$240,000
7. Construction	\$0
8. Other	\$0
9. Total Direct Charges	\$240,000
10. Indirect Costs: % Base	\$0
11. Total (Share: Recipient <u>20.00</u> % Federal <u>80.00</u> %.)	\$240,000
12. Total Approved Assistance Amount	\$200,000
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$200,000
15. Total EPA Amount Awarded To Date	\$200,000

## **Administrative Conditions**

### **1. General Terms and Conditions - Updated 4-27-2017**

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-april-27-2017-or-later> . These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at <http://www.epa.gov/grants/grant-terms-and-conditions>.

### **2. General Terms and Conditions - Consultant Cap - Additional Information**

In addition to the General Terms and Conditions #6 "Consultant Cap", as of January 1, 2017, the limit is \$622.72 per day \$77.84 per hour.

**NOTE:** For future years' limits, the recipient may find the annual salary for Level IV of the Executive Schedule on the following Internet site: <http://www.opm.gov/oca>. Select "Salary and Wages", and select "Rates of Pay for the Executive Schedule". The annual salary is divided by 2087 hours to determine the maximum hourly rate, which is then multiplied by 8 to determine the maximum daily rate.

### **3. General Terms and Conditions – Cybersecurity**

The recipient agrees to comply with the current EPA general terms and conditions "Cybersecurity". The terms and conditions can be found on the EPA Grants Terms and Conditions Website.

For STATES:

[http://www2.epa.gov/sites/production/files/2015-07/documents/state\\_grant\\_cyber\\_security\\_condition.pdf](http://www2.epa.gov/sites/production/files/2015-07/documents/state_grant_cyber_security_condition.pdf).

For TRIBES:

[http://www2.epa.gov/sites/production/files/2015-07/documents/tribal\\_grant\\_cyber\\_security\\_condition.pdf](http://www2.epa.gov/sites/production/files/2015-07/documents/tribal_grant_cyber_security_condition.pdf).

For Other Recipients:

[http://www2.epa.gov/sites/production/files/2015-07/documents/cyber\\_security\\_grant\\_condition\\_for\\_other\\_recipients.pdf](http://www2.epa.gov/sites/production/files/2015-07/documents/cyber_security_grant_condition_for_other_recipients.pdf).

### **4. General Terms and Conditions - Indirect Costs Not Included (All Organizations)**

In addition to the General Terms and Conditions "Indirect Cost Rate Agreements", the cost principles of 2 CFR 200 Subpart E are applicable to this award. Since there are no indirect costs included in the assistance budget, they are not allowable under this Assistance Agreement.

### **5. UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MBE/WBE)**

#### **GENERAL COMPLIANCE, 40 CFR, Part 33**

The recipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33.

#### **MBE/WBE REPORTING, 40 CFR, Part 33, Subpart E**

MBE/WBE reporting is required in annual reports. Reporting is required for assistance agreements where there are funds budgeted for procuring construction, equipment, services and supplies, including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the "Other" category that exceed the threshold amount of \$150,000., including amendments and/or modifications.

Based on EPA's review of the planned budget, this award meets the conditions above and is subject to the Disadvantaged Business Enterprise (DBE) Program reporting requirements. However, if recipient believes this award does not meet these conditions, the recipient must provide a justification and budget detail within 21 days of the award date clearly demonstrating that, based on the planned budget, this award is



not subject to the DBE reporting requirements to the Region 10 DBE Coordinator.

The recipient agrees to complete and submit a "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" report (EPA Form 5700-52A) on an annual basis. All procurement actions are reportable, not just that portion which exceeds \$150,000.

When completing the annual report, recipients are instructed to check the box titled "annual" in section 1B of the form. For the final report, recipients are instructed to check the box indicated for the "last report" of the project in section 1B of the form. Annual reports are due by October 30<sup>th</sup> of each year. Final reports are due by October 30<sup>th</sup> or 90 days after the end of the project period, whichever comes first.

The reporting requirement is based on total procurements. Recipients with expended and/or budgeted funds for procurement are required to report annually whether the planned procurements take place during the reporting period or not. If no budgeted procurements take place during the reporting period, the recipient should check the box in section 5B when completing the form.

The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program's Home Page at [http://www.epa.gov/osbp/dbe\\_reporting.htm](http://www.epa.gov/osbp/dbe_reporting.htm).

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR, Part 33, Section 33.502; however, the other requirements outlined in 40 CFR Part 33 remain in effect, including the Good Faith Effort requirements as described in 40 CFR Part 33 Subpart C, and Fair Share Objectives negotiation as described in 40 CFR Part 33 Subpart D and explained below.

#### **SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C**

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- (a) Ensure DBEs 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 DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. 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 DBEs in the competitive process.
- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
- (f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

#### **CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302**

The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

#### **BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)**

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving

loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

## **FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D**

### **1. For Grant Awards \$250,000 or Less**

This assistance agreement is a Technical Assistance Grant (TAG); or the award amount is \$250,000 or less; or the total dollar amount of all of the recipient's financial assistance agreements from EPA in the current Federal fiscal year is \$250,000 or less. Therefore, the recipient of this assistance agreement is exempt from the fair share objective requirements of 40 CFR, Part 33, Subpart D, and is not required to negotiate fair share objectives/goals for the utilization of MBE/WBEs in its procurements.

### **2. For Recipients Accepting Goals**

A recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE participation in procurement under the financial assistance agreements.

In accordance with 40 CFR, Section 33.411 some recipients may be exempt from the fair share objectives requirements as described in 40 CFR, Part 33, Subpart D. Recipients should work with their DBE coordinator, if they think their organization may qualify for an exemption.

#### **Accepting the Fair Share Objectives/Goals of Another Recipient**

The dollar amount of this assistance agreement, or the total dollar amount of all of the recipient's financial assistance agreements in the current federal fiscal year from EPA is \$250,000, or more. The recipient accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA. The Region 10 fair share objectives/goals can be found: [http://www.epa.gov/osbp/pdfs/r10\\_fair\\_share\\_goals.pdf](http://www.epa.gov/osbp/pdfs/r10_fair_share_goals.pdf).

By signing this financial assistance agreement, the recipient is accepting the fair share objectives/goals 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.

#### **Negotiating Fair Share Objectives/Goals, 40 CFR, Section 33.404**

The recipient has the option to negotiate its own MBE/WBE fair share objectives/goals. If the recipient wishes to negotiate its own MBE/WBE fair share objectives/goals, the recipient agrees to submit proposed MBE/WBE objectives/goals based on an availability analysis, or disparity study, of qualified MBEs and WBEs in their relevant geographic buying market for construction, services, supplies and equipment.

The submission of proposed fair share goals with the supporting analysis or disparity study means that the recipient is **not** accepting the fair share objectives/goals of another recipient. The recipient agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE Coordinator within 120 days of its acceptance of the financial assistance award. EPA will respond to the proposed fair share objective/goals within 30 days of receiving the submission. If proposed fair share objective/goals are not received within the 120 day time frame, the recipient may not expend its EPA funds for procurements until the proposed fair share objective/goals are submitted.

### **3. For Recipients with Established Goals**

The recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE participation in procurement under the financial assistance agreements.

In accordance with 40 CFR, Section 33.411 some recipients may be exempt from the fair share objectives requirements described in 40 CFR, Part 33, Subpart D. Recipients should work with their DBE coordinator, if they think their organization may qualify for an exemption.

#### **Current Fair Share Objective/Goal**

The dollar amount of this assistance agreement or the total dollar amount of all of the recipient's financial assistance agreements in the current federal fiscal year from EPA is \$250,000, or more. The Region 10 fair share objectives/goals can be found: [http://www.epa.gov/osbp/pdfs/r10\\_fair\\_share\\_goals.pdf](http://www.epa.gov/osbp/pdfs/r10_fair_share_goals.pdf).

## **Negotiating Fair Share Objectives/Goals**

In accordance with 40 CFR, Part 33, Subpart D, established goals/objectives remain in effect for three fiscal years unless there are significant changes to the data supporting the fair share objectives. The recipient is required to follow requirements as outlined in 40 CFR Part 33, Subpart D when renegotiating the fair share objectives/goals.

### **4. For DWSRF, CWSRF and BROWNFIELDS RLF Recipients ONLY**

#### **Objective/Goals of Loan Recipients**

As a recipient of an EPA financial assistance agreement to capitalize revolving loan funds, the recipient agrees to either apply its own fair share objectives negotiated with EPA to identified loans using a substantially similar relevant geographic market, or negotiate separate fair share objectives with its identified loan recipients. These separate objectives/goals must be based on demonstrable evidence of the availability of MBEs and WBEs in accordance with 40 CFR, Part 33, Subpart D.

The recipient agrees that if procurements will occur over more than one year, the recipient may choose to apply the fair share objective in place either for the year in which the identified loan is awarded or for the year in which the procurement action occurs. The recipient must specify this choice in the financial assistance agreement, or incorporate it by reference therein.

#### **R10 DBE Coordinator and Where to Send Report**

Andrea Bennett at (206) 553-1789 or email: [Bennett.Andrea@epa.gov](mailto:Bennett.Andrea@epa.gov). The coordinator can answer any MBE/WBE reporting questions you may have. MBE/WBE reports should be sent to the EPA Region 10, Grants and Interagency Agreements Unit, 1200 Sixth Avenue, Suite 900, OMP-173, Seattle, WA 98101 or FAX to (206) 553-4957.

### **6. Pre-Award Costs (2 CFR 200.209 and 200.458; 2 CFR 1500.8)**

Pre-award costs have been approved in accordance with the recipient's application.

## **Programmatic Conditions**

**EPA Region**

**10**

### **Cleanup Terms and Conditions FY2017**

**07.28.2017**

Please note that these Terms and Conditions (T&Cs) apply to Brownfields Cleanup Cooperative Agreements awarded under CERCLA § 104(k).

### **I. GENERAL FEDERAL REQUIREMENTS**

#### **A. Federal Policy and Guidance**

1. a. Cooperative Agreement Recipients: By awarding this cooperative agreement, the Environmental Protection Agency (EPA) has approved the proposal for the Cooperative Agreement Recipient (CAR) submitted in the Fiscal Year 2017 competition for Brownfields cleanup cooperative agreements.

**OPTIONAL - include if the workplan is not approved or conditionally approved:** By awarding this cooperative agreement, the Environmental Protection Agency (EPA) has not approved/conditionally approved the proposal for the Cooperative Agreement Recipient (CAR) submitted in the Fiscal Year 2017 competition for Brownfields assessment cooperative agreements. The CAR may not expend ("draw down") funds to carry out this agreement until EPA's award official approves the workplan.

- b. In implementing this agreement, the CAR shall ensure that work done with cooperative agreement funds complies with the requirements of the CERCLA § 104(k). The CAR shall also ensure that cleanup activities supported with cooperative agreement funding comply with all applicable federal and state laws and regulations. The CAR must ensure cleanups are protective of human health and the environment.

- c. The CAR must consider whether it is required to conduct cleanups under a State or Tribal response program. If the CAR chooses not to participate in a State or Tribal response program, then the CAR is required to consult with EPA to ensure the proposed cleanup is protective of human health and the environment.
- d. **OPTIONAL - Optional T&C for a CARs that chooses to participate in State or Tribal response programs that do not have a promulgated program.** If the State or Tribe does not have a promulgated Response Program, then the CAR is required to consult with EPA to ensure protectiveness of human health and the environment.
- e. A term and condition or other legally binding provision shall be included in all agreements entered into with the funds, or when funds awarded under this agreement are used in combination with non-federal sources of funds, to ensure that the CAR complies with all applicable federal and state laws and requirements. In addition to CERCLA § 104(k), federal applicable laws and requirements include 2 CFR Part 200.
- f. The CAR must comply with federal cross-cutting requirements. These requirements include, but are not limited to, DBE requirements found at 40 CFR 33; OSHA Worker Health & Safety Standard 29 CFR 1910.120; the Uniform Relocation Act; National Historic Preservation Act; Endangered Species Act; and Permits required by Section 404 of the Clean Water Act; Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 CFR 60-4; Contract Work Hours and Safety Standards Act, as amended (40 USC § 327-333) the Anti-Kickback Act (40 USC § 276c) and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250.
- g. The CAR must comply with Davis-Bacon Act prevailing wage requirements and associated U.S. Department of Labor (DOL) regulations for all construction, alteration and repair contracts and subcontracts awarded with funds provided under this agreement. For more detailed information on complying with Davis-Bacon please see the Davis-Bacon Addendum to these terms and conditions. *(EPA Project Officer must attach appropriate Davis-Bacon term and condition to this particular cooperative agreement.)*

## II. SITE OWNERSHIP/RECIPIENT ELIGIBILITY REQUIREMENTS

### A. Site Ownership

- 1. The CAR may only clean-up sites *it solely owns*. The CAR must retain ownership of the site throughout the period of performance. For the purposes of this agreement, the term "owns" means fee simple title unless EPA Headquarters previously approved a different ownership arrangement.

### B. Obligations for CARs Asserting a Limitation on Liability from CERCLA § 107

- 1. EPA awarded this cooperative agreement to the CAR based on information indicating that the CAR would not use cooperative agreement funds to pay for a response cost at the site for which the CAR was potentially liable under CERCLA § 107. If the CAR is not potentially liable based on its status as either a Bona Fide Prospective Purchaser (BFPP), Contiguous Property Owner (CPO), or Innocent Land Owner (ILO), the CAR must meet certain continuing obligations in order to maintain its status. If the CAR fails to meet these obligations, EPA may disallow the costs incurred under this cooperative agreement for cleaning up the site under CERCLA § 104(k)(7)(C). These continuing obligations include:
  - (1) complying with any land use restrictions established or relied on in connection with the response action at the vessel or facility and not impeding the effectiveness or integrity of institutional controls;
  - (2) taking reasonable steps with respect to hazardous substance releases;
  - (3) providing full cooperation, assistance, and access to persons that are authorized to conduct response actions or natural resource restoration; and

- (4) complying with information requests and administrative subpoenas and legally required notices (applies to the criteria for BFPPs and CPOs).

Notwithstanding the CAR's continuing obligations under this agreement, the CAR is subject to the applicable liability provisions of CERCLA governing its status as a BFPP, CPO, or ILO. CERCLA requires additional obligations to maintain the liability limitations for BFPP, CPO, and ILO; the relevant provisions for these obligations include §§ 101(35), 101(40), 107(b), 107(q) and 107(r).

### **C. Site Substitution and Cleanup Method Changes**

1. The CAR must use funds provided by this agreement to clean up the brownfield site in the EPA approved workplan. The CAR may not substitute a different brownfield site.
2. The CAR may not make substantial changes to the cleanup method described in the workplan, including changes to the expected cleanup are necessary based on public comment or other reasons, without prior EPA approval.

## **III. GENERAL COOPERATIVE AGREEMENT ADMINISTRATIVE REQUIREMENTS**

### **A. Term of the Agreement**

1. The term of this agreement is three years from the date of award, unless otherwise extended by EPA at the CAR's request.
2. If after 18 months from the date of award, EPA determines that the CAR has not made sufficient progress in implementing its cooperative agreement, the recipient must implement a corrective action plan approved by the EPA Project Officer. Alternatively, EPA may terminate this agreement under 2 CFR 200.339 for material non-compliance with its terms, or with the consent of the CAR as provided at 2 CFR 200.339. For purposes of cleanup cooperative agreements, "sufficient progress in implementing a cooperative agreement" means that an appropriate remediation plan is in place, institutional control development, if necessary, has commenced, initial community involvement activities have taken place, relevant state or tribal pre-cleanup requirements are being addressed and a solicitation for remediation services has been issued.

### **B. Substantial Involvement**

1. EPA may be substantially involved in overseeing and monitoring this cooperative agreement.
  - a. Substantial involvement by the EPA generally includes administrative activities by the Project Officer such as monitoring, review of project phases, and approving substantive terms included in professional services contracts.
  - b. Substantial EPA involvement may include review of financial and program performance reports and monitoring all reporting, record-keeping, and other program requirements.
  - c. EPA may waive any of the provisions in Term and Condition III.B.1. at its own initiative or upon request by the CAR. EPA will provide waivers in writing.
2. Effect of EPA's substantial involvement includes:
  - a. EPA's review of any project phase, document, or cost incurred under this cooperative agreement, will not have any effect upon CERCLA § 128 *Eligible Response Site* determinations or for rights, authorities, and actions under CERCLA or any federal statute.
  - b. The CAR remains responsible for ensuring that all cleanups are protective of human health and the environment and comply with all applicable federal and state laws.
  - c. The CAR remains responsible for ensuring costs are allowable under 2 CFR 200 Subpart E.

### **C. Cooperative Agreement Recipient Roles and Responsibilities**

1. The CAR must acquire the services of a qualified environmental professional(s) to coordinate, direct, and oversee the brownfields cleanup activities at a particular site, if they do not have such a professional on staff.
2. The CAR is responsible for ensuring that contractors and subrecipients comply with the terms of their agreements with the CAR, and that agreements between the CAR and subrecipients and contractors are consistent with the terms and conditions of this agreement.
3. Subawards are defined at 2 CFR 200.92. The CAR may not subaward to for-profit organizations. The CAR must obtain commercial services and products necessary to carry out this agreement under competitive procurement procedures as described in 2 CFR Part 200.317 through 200.326. In addition, EPA policy encourages awarding subawards competitively and the CAR must consider awarding subawards through competition.
4. **Competency of Organizations Generating Environmental Measurement Data:** In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements, the CAR agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, the CAR agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. The CAR shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at [http://www.epa.gov/fem/lab\\_comp.htm](http://www.epa.gov/fem/lab_comp.htm) or a copy may also be requested by contacting the EPA Project Officer for this award.

#### D. Quarterly Progress Reports

1. In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, 200.328 *monitoring and reporting program performance* ), the CAR agrees to submit quarterly progress reports to the EPA Project Officer within thirty days after each reporting period. These reports shall cover work status, work progress, difficulties encountered, preliminary data results and a statement of activity anticipated during the subsequent reporting period, including a description of equipment, techniques, and materials to be used or evaluated. A discussion of expenditures and financial status for each workplan task, along with a comparison of the percentage of the project completed to the project schedule and an explanation of significant discrepancies shall be included in the report. The report shall also include any changes of key personnel concerned with the project.

Quarterly progress reports must clearly differentiate which activities were completed with EPA funds provided under the Brownfield cleanup cooperative agreement, versus any other funding source used to help accomplish project activities.

In addition, the report shall include brief information on each of the following areas: 1) a comparison of actual accomplishments to the anticipated outputs/outcomes specified in the cooperative agreement workplan; 2) reasons why anticipated outputs/outcomes were not met; and 3) other pertinent information, including, when appropriate, analysis and explanation of cost overruns or high unit costs. The CAR agrees that it will notify EPA of problems, delays, or adverse conditions which materially impair the ability to meet the outputs/outcomes specified in the cooperative agreement workplan.

2. The CAR must submit progress report on a quarterly basis to the EPA Project Officer. quarterly progress report must include:
  - a. Summary and status of approved activities performed during the reporting quarter; summary of the performance outputs/outcomes achieved during the reporting quarter; and a description of problems encountered or difficulties during the reporting quarter that may affect the project schedule.
  - b. An update on project schedule and milestones; including an explanation of any discrepancies from the approved workplan.
  - c. A budget recap summary table with the following information: current approved project budget; costs incurred during the reporting quarter; costs incurred to date (cumulative expenditures); and total remaining funds. The CAR should include an explanation of any discrepancies in the budget from the approved workplan.

3. If the CAR makes any subawards under this agreement, then it becomes a pass-through entity under the "Establishing and Managing Subaward" General Term and Condition of this agreement. As the pass-through entity, the CAR must report to EPA on its subaward monitoring activities under [2 CFR 200.331\(d\)](#), including the following information on subawards as part of the CAR's quarterly performance reporting:
  - a. Summaries of results of reviews of financial and programmatic reports.
  - b. Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient performance.
  - c. Environmental results the subrecipient achieved.
  - d. Summaries of audit findings and related pass-through entity management decisions.
  - e. Actions the pass-through entity has taken to correct any deficiencies such as those specified at [2 CFR 200.331\(e\)](#), [2 CFR 200.207](#) and the [2 CFR Part 200.338 Remedies for Noncompliance](#).
4. The CAR must maintain records that will enable it to report to EPA on the amount of funds disbursed by the CAR on the specific property under this cooperative agreement.
5. In accordance with 2 CFR 200.328(d)(1), the CAR agrees to inform EPA as soon as problems, delays, or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the approved workplan.

#### **E. Property Profile Submission**

1. The CAR must report on interim progress (i.e., cleanup started) and any final accomplishments (i.e., cleanup completed, contaminants removed, Institution Controls, Engineering Controls) by completing and submitting relevant portions of the Property Profile Form using the Brownfields Program on-line reporting system, known as Assessment, Cleanup and Redevelopment Exchange System (ACRES). The CAR must enter the data in ACRES as soon as any interim action or final accomplishment has occurred, or within 30 days after the end of each reporting quarter. EPA will provide the CAR with training prior to obtaining access to ACRES. The training is required to obtain access to ACRES. The CAR must utilize the ACRES system unless approval is obtained from the regional Project Officer to utilize and submit the Property Profile Form instead.

#### **F. Final Technical Cooperative Agreement Report with Environmental Results**

1. In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, 200.328 *monitoring and reporting program performance* ), the CAR agrees to submit to the EPA Project Officer within 90 days after the expiration or termination of the approved project period a final technical report on the cooperative agreement and at least one reproducible copy suitable for printing. The final technical report shall document project activities over the entire project period and shall include brief information on each of the following areas: 1) a comparison of actual accomplishments with the anticipated outputs/outcomes specified in the assistance agreement workplan; 2) reasons why anticipated outputs/outcomes were not met; and 3) other pertinent information, including, when appropriate, analysis and explanation of cost overruns or high unit costs. The CAR agrees that it will notify EPA of problems, delays, or adverse conditions which materially impair the ability to meet the outputs/outcomes specified in the cooperative agreement workplan.

#### **G. Conflict of Interest**

1. The CAR shall establish and enforce conflict of interest provisions that prevent the award of subawards that create real or apparent personal conflicts of interest or the appearance of the CAR's lack of impartiality. Such situations include, but are not limited to, situations in which an employee, official, consultant, contractor, or other individual associated with the CAR (affected party) approves or administers a subaward to a subrecipient in which the affected party has a financial or other interest. Such a conflict of interest or appearance of lack of impartiality may arise when:
  - (i) The affected party,
  - (ii) Any member of his immediate family,
  - (iii) His or her partner, or

- (iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the subrecipient.

Affected employees will neither solicit nor accept gratuities, favors, or anything of monetary value from subrecipients. Recipients may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards of conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by affected parties.

#### IV. FINANCIAL ADMINISTRATION REQUIREMENTS

##### A. Cost Share Requirement

- 1. CERCLA § 104(k) (9)(B)(iii) requires that the recipient of this cooperative agreement pay a cost share (which may be in the form of a contribution of money, labor, material, or services from a non-federal source) of at least 20 percent (i.e. 20 percent of the total federal funds awarded). The cost share contribution must be for costs that are eligible and allowable under the cooperative agreement and must be supported by adequate documentation.

##### B. Eligible Uses of the Funds for the Cooperative Agreement Recipient

- 1. To the extent allowable under the EPA-approved workplan, cooperative agreement funds may be used for programmatic expenses necessary to clean up sites. Eligible programmatic expenses include activities described in Section V. of these Terms and Conditions. In addition, eligible programmatic expenses may include:
  - a. Ensuring cleanup activities at a particular site are authorized by CERCLA § 104(k) and the EPA approved workplan;
  - b. Ensuring that a cleanup complies with applicable requirements under federal and state laws, as required by CERCLA § 104(k);
  - c. Using a portion of the cooperative agreement funds to purchase environmental insurance for the remediation of the site. Funds may not be used to purchase insurance intended to provide coverage for any of the ineligible uses under Section IV.C.; and
  - d. Any other eligible programmatic costs including direct costs incurred by the recipient in reporting to EPA; procuring and managing contracts; awarding and managing subawards to the extent allowable in Section IV.C.2.; and carrying out community involvement pertaining to the cleanup activities.

##### **CAN CHANGE - LOCAL GOVERNMENTS ONLY**

- 2. **Local Governments Only.** No more than 10% of the funds awarded by this agreement may be used by the CAR itself as a programmatic cost for brownfield program development and implementation (including monitoring of health and institutional controls) if described in the EPA approved work plan. If in the approved work plan, the CAR must maintain records on funds that will be used to carry out the task as detailed in the EPA approved work plan to ensure compliance with this requirement.

##### C. Ineligible Uses of the Funds for the Cooperative Agreement Recipient

- 1. Cooperative agreement funds shall not be used by the CAR for any of the following activities:
  - a. Pre-cleanup environmental assessment activities such as site assessment, identification, and characterization with the exception of site monitoring activities that are reasonable and necessary during the cleanup process, including determination of the effectiveness of a cleanup;
  - b. Monitoring and data collection necessary to apply for, or comply with, environmental permits under other federal and state laws, unless such a permit is required as a component of the cleanup action;
  - c. Construction, demolition, and site development activities that are not cleanup actions (e.g.,



marketing of property or construction of a new facility or addressing public or private drinking water supplies that have deteriorated through ordinary use);

- d. Job training unrelated to performing a specific cleanup at a site covered by the cooperative agreement;
  - e. To pay for a penalty or fine;
  - f. To pay a federal cost share requirement (for example, a cost-share required by another federal grant) unless there is specific statutory authority;
  - g. To pay for a response cost at a brownfields site for which the CAR is potentially liable under CERCLA § 107;
  - h. To pay a cost of compliance with any federal law, excluding the cost of compliance with laws applicable to the cleanup; and
  - i. Unallowable costs (e.g., lobbying and fund raising) under 2 CFR 200 Subpart E.
2. Under CERCLA § 104(k)(4)(B), administrative costs are prohibited costs under this agreement. Prohibited administrative costs include all indirect costs incurred by the CAR under 2 CFR Part 225 (for state, local and tribal governments) or 2 CFR Part 230 (non-profit organizations), as applicable.
- a. Ineligible administrative costs include costs incurred in the form of salaries, benefits, contractual costs, supplies, and data processing charges, incurred to comply with most provisions of the *Uniform Administrative Requirements for Cost Principles and Audit Requirements for Federal Awards* at 2 CFR 200 and 1500. Direct costs for cooperative agreement administration, with the exception of costs specifically identified as eligible programmatic costs, are ineligible even if the CAR is required to carry out the activity under the cooperative agreement. Costs incurred to report quarterly performance to EPA under the cooperative agreement are eligible.
  - b. Ineligible cooperative agreement administration costs include direct costs for:
    - (1) Preparation of applications for brownfields grants;
    - (2) Record retention required under 2 CFR 1500.6;
    - (3) Record-keeping associated with equipment purchases required under 2 CFR 200.313;
    - (4) Preparing revisions and changes in the budgets, scopes of work, program plans and other activities required under 2 CFR 200.308;
    - (5) Maintaining and operating financial management systems required under 2 CFR 200.302;
    - (6) Preparing payment requests and handling payments under 2 CFR 200.305;
    - (7) Non-federal audits required under 2 CFR 200 Subpart F; and
    - (8) Close out under 2 CFR 200.343.
3. Cooperative agreement funds may not be used for any of the following properties:
- a. Facilities listed, or proposed for listing, on the National Priorities List (NPL);
  - b. Facilities subject to unilateral administrative orders, court orders, and administrative orders on consent or judicial consent decree issued to or entered by parties under CERCLA;
  - c. Facilities that are subject to the jurisdiction, custody or control of the United States government except for land held in trust by the United States government for an Indian tribe;

or

- d. A site excluded from the definition of a brownfields site for which EPA has not made a property-specific funding determination.

#### **D. Interest-Bearing Accounts and Program Income**

1. The CAR must deposit advances of cooperative agreement funds and program income (i.e. fees) in an interest bearing account.
  - a. For interest earned on advances, CARs are subject to the provisions of 2 CFR 200.305(b)(7)(ii) relating to remitting interest on advances to EPA on a quarterly basis.
  - b. Any program income earned by the CAR will be added to the funds EPA has committed to this agreement and used only for eligible and allowable costs under the agreement as provided in 2 CFR 200.307 and 2 CFR 1500.7, as applicable.
  - c. Interest earned on program income is considered additional program income.
  - d. The CAR must disburse program income (including interest earned on program income) before requesting additional payments from EPA as required by 2 CFR 1500.8.

### **V. CLEANUP ENVIRONMENTAL REQUIREMENTS**

#### **A. Authorized Cleanup Activities**

1. The CAR shall prepare an analysis of brownfields cleanup alternatives (ABCA) or equivalent state Brownfields program document which will include information about the site and contamination issues (i.e., exposure pathways, identification of contaminant sources, etc.); cleanup standards; applicable laws; alternatives considered; and the proposed cleanup. The evaluation of alternatives must include effectiveness, ability to implement, and the cost of the response proposed. The evaluation of alternatives must also consider the resilience of the remedial options in light of reasonably foreseeable changing climate conditions (e.g., sea level rise, increased frequency and intensity of flooding and/or extreme weather events, etc.). The alternatives may additionally consider the degree to which they reduce greenhouse gas discharges, reduce energy use or employ alternative energy sources, reduce volume of wastewater generated/disposed, reduce volume of materials taken to landfills, and recycle and re-use materials generated during the cleanup process to the maximum extent practicable. The evaluation will include an analysis of reasonable alternatives including no action. The cleanup method chosen must be based on this analysis.
2. Prior to conducting or engaging in any on-site activity with the potential to impact historic properties (such as invasive sampling or cleanup), the CAR shall consult with EPA regarding potential applicability of the National Historic Preservation Act (NHPA) and, if applicable, shall assist EPA in complying with any requirements of the NHPA and implementing regulations.

#### **B. Quality Assurance (QA) Requirements**

1. If environmental data are to be collected as part of the brownfields cleanup (e.g., cleanup verification sampling, post-cleanup confirmation sampling), the CAR shall comply with 2 CFR 1500.11 requirements to develop and implement quality assurance practices sufficient to produce data adequate to meet project objectives and to minimize data loss. State law may impose additional QA requirements.

#### **C. Community Relations and Public Involvement in Cleanup Activities**

1. All cleanup activities require a site-specific community relations plan that includes providing reasonable notice, opportunity for involvement, response to comments, and administrative records that are available to the public.
2. The CAR agrees to clearly reference EPA investments in the project during all phases of

community outreach outlined in the EPA-approved workplan, which may include the development of any post-project summary or success materials that highlight achievements to which this project contributed. Specifically:

- a. If any document, fact sheet, and/or web material are developed as part of this cooperative agreement, then they shall include the following statement: "Though this project has been funded, wholly or in part, by EPA, the contents of this document do not necessarily reflect the views and policies of EPA."
  - b. If a sign is developed, as part of a project funded by this cooperative agreement, then the sign shall include either a statement (e.g., this project has been funded, wholly or in part, by EPA) and/or EPA's logo acknowledging that EPA is a source of funding for the project. The EPA logo may be used on project signage when the sign can be placed in a visible location with direct linkage to site activities. Use of the EPA logo must follow the sign specifications available at: <http://www.epa.gov/ogd/tc.htm>.
3. The CAR agrees to notify the EPA Project Officer listed in this award document of public or media events publicizing the accomplishment of significant events related to construction and/or site reuse projects as a result of this agreement, and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.
  4. To increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to include in their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.

#### **D. Administrative Record**

1. The CAR shall establish an administrative record that contains the documents that form the basis for the selection of a cleanup plan. Documents in the administrative record shall include an ABCA with reasonable alternatives including no action; site investigation reports; the cleanup plan; cleanup standards used; responses to public comments; and verification that shows that cleanup is complete. The CAR shall keep the administrative record available at a location convenient to the public and make it available for inspection. The administrative records must be retained for three years after the termination of the closeout agreement subject to any requirements for maintaining records of site cleanups ongoing at the time of termination.

#### **E. Implementation of Cleanup Activities**

1. The CAR shall ensure the adequacy of each cleanup in protecting human health and the environment as it is implemented.
2. If the CAR is unable or unwilling to complete the cleanup, the CAR shall ensure that the site is secure. The CAR shall notify the appropriate state agency and the EPA to ensure an orderly transition should additional activities become necessary.

#### **F. Completion of Cleanup Activities**

1. The CAR shall ensure that the successful completion of a cleanup is properly documented. This must be done through a final report or letter from a qualified environmental professional, or other documentation provided by a State or Tribe that shows cleanup is complete. This documentation needs to be included as part of the administrative record.

### **VI. OTHER REQUIREMENTS**

#### **A. Inclusion of Additional Terms and Conditions in Cleanup Documents**

1. The CAR shall meet the cleanup and other program requirements of the cleanup cooperative agreement including:
  - a. In accordance with 2 CFR 1500.11, the CAR shall maintain records for a minimum of three

years following completion of the cleanup financed all or in part with cleanup cooperative agreement funds. The CAR shall provide access to records relating to cleanups supported with cleanup cooperative agreement funds to authorized representatives of the Federal government.

- b. The CAR has an ongoing obligation to advise EPA if they are assessed any penalties resulting from environmental non-compliance at the site subject to this agreement.

## **VII. PAYMENT AND CLOSEOUT**

For the purposes of these terms and conditions, the following definitions apply: "payment" is the EPA's transfer of funds to the CAR; "close out" refers to the process that EPA follows to ensure that all administrative actions and work required under the cooperative agreement have been completed.

### **A. Payment Schedule**

1. **Alternate 1.** If the approved budget for the project includes a substantial amount of construction costs, EPA will pay the CAR on a reimbursement basis. The CAR must submit documentation of obligations and expenses incurred under the agreement to the EPA Project Officer for approval prior to obtaining payment from EPA under the following procedures \_\_\_\_\_.
2. **Alternate 2.** If the approved budget for the project includes construction costs, EPA will pay the CAR on a progress payment basis according to the following schedule \_\_\_\_\_ provided the recipient can document that it incurred costs that require disbursements equal to the amount of the progress payment.
3. **Alternate 3.** (Approved budget does not include construction costs) The CAR will be paid in advance provided it has funds management controls in place which meet the requirements of 2 CFR 200.302, as applicable.

### **B. Schedule for Closeout**

1. Closeout will be conducted in accordance with 2 CFR 200.343. EPA will close out the award when it determines that all applicable administrative actions and all required work of the under the cooperative agreement have been completed.
2. The CAR, within 90 days after the expiration or termination of the grant, must submit all financial, performance, and other reports required as a condition of the cooperative agreement 2 CFR Part 200.
  - a. The CAR must submit the following documentation:
    - (1) The Final Technical Cooperative Agreement Report as described in Section III.F. of these Terms and Conditions.
    - (2) A Final Federal Financial Report (FFR - SF425). Submitted to:  
  
US EPA, Las Vegas Finance Center  
4220 S. Maryland Pkwy, Bldg C, Rm 503  
Las Vegas, NV 89119  
<https://www.epa.gov/financial/grants>
    - (3) A Final MBE/WBE Report (EPA Form 5700-52A). Submitted to the regional office.
  - b. The CAR must ensure that all appropriate data has been entered into ACRES or all Property Profile Forms are submitted to the Region.
  - c. The CAR must immediately refund to EPA any balance of unobligated (unencumbered) cash advanced that is not authorized to be retained for use on other cooperative agreements.

**END OF DOCUMENT**



**Agenda Sheet for City Council Meeting of:**  
10/16/2017

<b>Date Rec'd</b>	10/4/2017
<b>Clerk's File #</b>	OPR 2017-0711
<b>Renews #</b>	

<b>Submitting Dept</b>	NEIGHBORHOOD & BUSINESS	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	ALICIA AYARS 625-6780	<b>Project #</b>	
<b>Contact E-Mail</b>	AAYARS@SPOKANECITY.ORG	<b>Bid #</b>	RFP 4321-17
<b>Agenda Item Type</b>	Contract Item	<b>Requisition #</b>	
<b>Agenda Item Name</b>	EAST CENTRAL COMMUNITY CENTER OPERATIONS CONTACT WITH MLK		

**Agenda Wording**

Contract to support operations of the East Central Community Center to meet the needs of the surrounding neighborhood through services and community building activities.

**Summary (Background)**

Resulting from an RFP process, the MLK Family Outreach Center was recommended to receive a contract with the City of Spokane to operate the East Central Community Center. The initial contract term is 4 years extendable up to 10 years. The contract maintains existing services through an evaluation period and includes an obligation for the City to assist in 1-5 years capital needs identified through a third party assessment process.

<b>Fiscal Impact</b>	Grant related? NO	<b>Budget Account</b>
	Public Works? NO	
Select	\$	#
Select	\$	#
Select	\$	#
Select	\$	#

<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	CORTRIGHT, CARLY	<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>	MALLAHAN, JONATHAN	<b><u>Other</u></b>	City Council Briefing
<b><u>Finance</u></b>	HUGHES, MICHELLE	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	PICCOLO, MIKE	aayars@spokanecity.org	
<b><u>For the Mayor</u></b>	DUNIVANT, TIMOTHY	areynolds@spokanecity.org	
<b><u>Additional Approvals</u></b>		sbishop@spokanecity.org	
<b><u>Purchasing</u></b>		jmallahan@spokanecity.org	



## Continuation of Wording, Summary, Budget, and Distribution

### **Agenda Wording**

### **Summary (Background)**

The outcome of the evaluation committee was a recommendation not to renew a contract with ECCO, furthermore, it was recommended that the City release a Request for Proposal (RFP) to solicit proposals for a new operations management agency with the caveat that ECCO was free to submit a proposal through the RFP process.

### **Fiscal Impact**

Select     \$

Select     \$

### **Budget Account**

#

#

### **Distribution List**


**BRIEFING PAPER**  
**City of Spokane**  
**Planning Services Department**  
**October 2, 2017**

---

**Subject**

Neighborhood and Business Services (NBS) proposes an operational contract transferring management of the East Central Community Center (ECCC) from the East Central Community Organization (ECCO) to the Martin Luther King Jr. Center (MLK).

**Background**

ECCO's Operations Management two (2) year contract term expired at the end of 2016 prior to this expiration a contract evaluation committee was convened. The purpose of the contract evaluation committee was to evaluate whether ECCO had met their contract deliverables for the current contract term and to determine whether to renew ECCO's operations contract for the ECCC. The outcome of the evaluation committee was a recommendation not to renew a contract with ECCO, furthermore, it was recommended that the City release a Request for Proposal (RFP) to solicit proposals for a new operations management agency with the caveat that ECCO was free to submit a proposal through the RFP process.

On Monday, April 17, 2017 the City published a RFP to solicit for a new operations management agency for the ECCC. The City has conducted two separate RFP committees, with the first result being dismissed due to a conflict of interest with one of the committee members. The second RFP committee was convened for the month of August and resulted with a recommendation to award the contract for operational control of ECCC to the MLK Center.

Neighborhood and Business Services (NBS) is confident that the reconstituted RFP committee conducted a fair and transparent processes, therefore, NBS has negotiated a contract for operational management with the MLK Center. MLK was selected by the RFP selection committee as the organization best fit for the center and the community it serves.

The MLK Center has agreed to a four (4) year contract term with the option to extend for two (2) additional terms each lasting three (3) years with a total contract period not to exceed 10 years.

The contract includes a set of deliverables which address the following areas;

- Contract Terms, Funding and Reporting,

- Lease Agreement
- Facility Maintenance, Capital Improvements to the building,
- Operations Manual,
- Dental Clinic & Head Start Facility,
- Community Engagement & Assessment,
- Programs & Staffing, and
- MLK Board

The contract deliverables are attached below for your reference.

The NBS staff is confident that the contract agreed to by MLK meets the requirements for providing critical services to the East Central Neighborhood, and that the MLK Center will move ECCC in a direction of continued operation improvement, as well as creating a place of inclusion and service to Spokane’s most diverse neighborhood.

**Timeline**

**April 17, 2017** – City Issues RFP #4321-17 ECCC Operations Management

**August 23, 2017** – Notification of Intent to Award to MLK Center issued

**September 6-29, 2017** – MLK Contract Negotiation Meetings

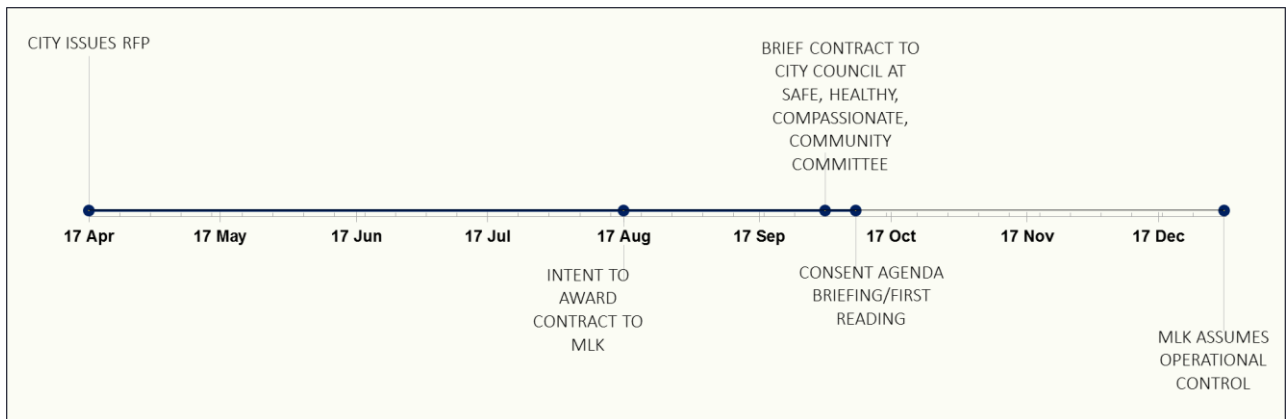
**October 2, 2017** – City Council Briefing Standing Committee: Public Safety and Community Health Committee

**October 9, 2017** – City Council Consent Agenda

**October 16, 2017** – City Council Consideration on Action

**October 2017 - January 2018** – MLK/ECCO Transition

**January 1, 2018** – MLK Begins Operational Control of ECCC (*Pending Contract Approval by City Council*)



**Impact**

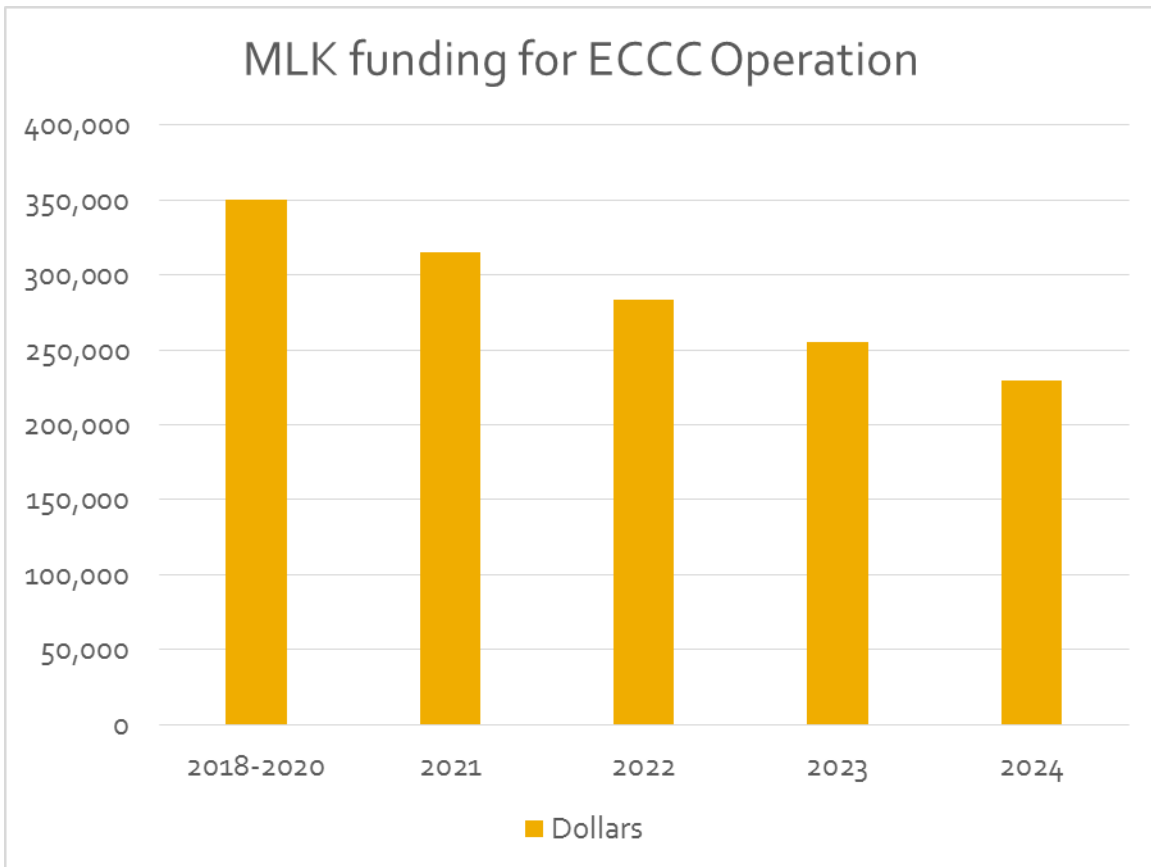
MLK Center is committed to serving the needs of the community, in doing so they will be keeping all of the existing programs that currently take place at the ECCC. In addition, MLK will continue the programs they currently manage. See accompanying ECCC Transition Fact Sheet for more information.



Preventing disruption of services is critical for the center users and neighborhood as a whole. MLK is committed to forging community relationships following the final contract approval.

**Funding**

The City shall pay the following amounts as operating fees during the term of the contract:



\$350,000.00	January 1, 2018 – December 31, 2018
\$350,000.00	January 1, 2019 – December 31, 2019
\$350,000.00	January 1, 2020 – December 31, 2020
\$315,000.00	January 1, 2021 – December 31, 2021

Beginning 2021 funding will decrease by 10% for the subsequent three (3) years (2021-2023). Funding after 2024 is subject to contract renewal and negotiation.

City Staff acknowledges that this funding is greater than the current annual amount paid to ECCO, but notes that the expansion of services and the establishment of a new

---

For further information contact: Alex Reynolds, [areynolds@spokanecity.org](mailto:areynolds@spokanecity.org) 625-6147; Alicia Ayars, [aaayars@spokanecity.org](mailto:aaayars@spokanecity.org) 625-6780, Neighborhood and Business Services Division.

organization requires the slight increase, which will eventually decline to a level more comparable with other City Community Centers.

**Action**

Approve the East Central Community Center Operations Management contract with the MLK Center. After approval of the contract the City will proceed with the transition of the ECCC.

# MARTIN LUTHER KING JR. FAMILY OUTREACH CENTER CONTRACT DELIVERABLES

## *Operations Contract Deliverables & Building Lease Agreement*

*This document outlines the draft deliverables for the Martin Luther King Jr. Family Outreach Center (MLK) operations contract. It is not inclusive of all deliverables that may be drafted, deliverables are subject to City and MLK negotiations. The City Council has final approval of the deliverables and operations management contract.*

### **CONTRACT:**

#### TERM & FUNDING:

- Contract term of three (3) years with option to review up to ten (10) years. Contract may be renewed twice (2) for an additional three (3) year term, term timeframe is negotiable.
- Evaluation of the contract will take place in the last year of each contract term. Evaluation committee will be established by the City.
- Contract funding will include approximately \$350k annually for three (3) years (2018-2020). Subsequent years will include a 10% reduction in annually funding for each year for three (3) years (2021-2023).
- City reserves the right to terminate contract as outlined in the current draft contract.

#### REPORTING:

- Annual Reporting should include;
  - Center goals/benchmarks for previous year and for the next year, building use/activity updates, community/neighborhood engagement, financials (end of year report and next year's draft budget), and overview of fundraising and donation strategies. Inclusion of additional Community Center updates are welcome and encouraged.
  - MLK to provide annual financial audit (March) and IRS Form 990 to the City.
- Quarterly reports:
  - Items to include: program updates and milestones, partnerships, Center and/or community events, Center lead activities and events, Center development, fundraising/grants/donor efforts/successes and highlight tenant activities, other items listed in this document, general Center updates.

### **DELIVERABLES:**

#### FACILITY MAINTENANCE:

- City commits to facility improvements as identified in the Capital Needs Plan for the 1-5 year timeframe.
  - Capital Needs Plan will be developed. Capital Needs Plan completed by January 1, 2018, implementation will begin immediately. Allocation of funding for capital needs will be determined within transition period (9/1/2017-12/31/2017).
  - Capital Needs Plan will be provided to MLK. MLK will provide a timeline for repairing or replacing all deficiency or end-of-life systems as outlined in their Proposal.
    - Due date TBD.

- Any other proposed changes of the building by MLK that do not align with the Plan are subject to approval by the City.
- MLK to issue RFP for construction and renovation. MLK will manage construction project (*Proposal, pg. 9*)
  - Due by: TBD

#### OPERATING MANUAL:

- MLK shall prepare and keep regularly updated, an operating manual containing the day-to-day operating procedures and protocols for the Center. The operating manual and any subsequent substantive changes, shall be subject to prior review by the City and the approval of the MLK Board with a current copy provided to the City at all times. All procedures and protocols contained in the operating manual shall conform and be consistent with all applicable City ordinances, regulations, rules and policies. See section 5 Operating Manual in the contract for more details on necessary items to include.
  - Due: February 1, 2018

#### FACILITY LAYOUT:

- MLK to propose center layout to accommodate current programs. Includes existing programs and tenant space, proposal will be negotiated with the city.
  - Include plan for continued use(s) MLK Buildings and which programs will remain there.
  - Due by: TBD

#### DENTAL CLINIC:

- City to fund Dental Clinic with CDBG funding in 2018, details to be determined at later date.
- MLK to build budget based off tenant revenue for the space.

#### HEAD START:

- MLK will assume management of the CCS – Head Start construction project for new facility and will communicate with the City regularly on this project.
- MLK and City commit to leasing space for three (3) toddler classrooms inside of the Center beginning in January, 2018. MLK to facilitate this process.

#### COMMUNITY ENGAGEMENT:

- MLK to provide community engagement plan in their transition plan. Elements to include; community conversations with center users, tenants and the broader community/East Central Neighborhood.
- MLK and City to host community event on Martin Luther King Jr. Day, 2018.
- MLK to provide a resource that accommodates special events, meetings, recreation, educational, and support programs at the Center.
  - Plan to engage the community with an open house and informational campaign to educate the community on programs provided but also to listen to needs of the community. (*Proposal, pg. 7*).
  - Provide overview of this plan to the City – November 2017.
- **Community Assessment** - MLK to conduct community assessment that would include identifying the demographics of the community. From this information determine

community needs. Includes engagement of community partners as a collaborative project, outcome of collaborative effort is to identify key findings and gaps in the services and programs currently offered. Engage community members in the assessment through planning and implementation. Data collection will include surveys and focus groups. Prioritized listings of the needs of the community is developed based on the Strengths, Weaknesses, Opportunities, and Threats revealed during the assessment of community needs. Will share findings with the community and put plan into action. Community meetings will be held to increase awareness of findings. Results will be posted on MLK's website and published in a brochure. (*Proposal, pg. 9*).

- Outcome:
  - Implementation Plan due November 2017
  - Implement November 2017 – February 2018
  - Publish Assessment - February 2018

#### PROGRAMS & STAFF:

- Current Programs:
  - MLK to evaluate programs and provide plan programs in 2018.
    - Plan includes; number of people served, funding & revenue, overview of current status of program and where program will go in the future.
    - Plan due October 31st
- Staff:
  - Plan for hiring staff. Include timeframe for posting job listings & descriptions, two (2) job fairs (*Proposal, pg. 9*).
    - Plan due October 31<sup>st</sup>
    - Implementation & Staff Hired November 2017-February 2018, (*Proposal, pg. 9*)
    - Hiring of Community Engagement Coordinator – to facilitate positive relationships and community involvement. Will assist with development and implementation of community needs assessment. (*Proposal pg. 15*)
- Existing Programs:
  - Overview of programs; number of people served, funding & revenue, overview of current status of program, where program will go in the future any growth changes due to new location/utilization of more space.
  - Police presence at the Center; MLK will work with Spokane Police Department to located an officer at the center full time. Discuss of relocating the South Precinct at the Center.

#### BOARD:

- MLK to amend by-laws to require one (1) board member reside within the East Central Neighborhood boundaries.

#### CENTER NAME:

- Name changed to, "Martin Luther King Jr. Family Outreach Community Center"

#### BUILDING LEASE:

- 15 year lease.

## C O N T R A C T

THIS CONTRACT is between the CITY OF SPOKANE (hereinafter "City"), a Washington State municipal corporation, and the MARTIN LUTHER KING JR. FAMILY OUTREACH CENTER A WASHINGTON NON-PROFIT CORPERATION (hereinafter "MLK"), whose mailing address is 500 S. Stone St., Spokane, Washington 99202.

WHEREAS, MLK is a 501(c)(3) non-profit organization experienced in improving the quality of life for children, youth and families in Spokane through an array of culturally responsive educational and social services, and the operation and maintenance of programs and facility; and

WHEREAS, MLK will be changing their name to the Martin Luther King Jr. Community Center, for purposes of this contract the community center will be referred to as the East Central Community Center (hereinafter "ECCC"); and

WHEREAS, MLK will evaluate and determine the continuation of current programs at the East Central Community Center ("Center") subject to a separate lease agreement between the parties; and

WHEREAS, MLK will be assuming management of the East Central Community Center ("Center") on January 1, 2018; and

WHEREAS, it is the desire of the parties to enter into a contract that covers the responsibilities of the City and MLK when MLK assumes full management and operations of the Center; - - Now, Therefore,

The parties agree as follows:

1. EFFECTIVE DATE. This Contract Amendment shall become effective January 1, 2018.
2. DEFINITIONS.
  - A. "MLK" means the Martin Luther King Jr. Family Outreach Center located at 500 South Stone Street, Spokane, Washington. The Center will be further defined through a separate lease agreement to be entered into between the parties.
  - B. "City" means the City of Spokane.
  - C. "ECCC" means the East Central Community Center

D. "Director" means the director of the Martin Luther King Jr. Family Outreach Center employed by MLK.

D. "MLK" means the Martin Luther King Jr. Family Outreach Center.

2. TERM. This contract shall begin January 1, 2018 and run through December 31, 2021, unless terminated earlier. Any holding over by MLK after the term expires will not constitute a renewal of the contract or give MLK any rights under the contract in or to the Center. Contract renewals or extensions, if any, shall be at the sole discretion of the City. The contract may be extended for two (2) additional terms at three (3) year contract periods each, subject to mutual agreement, with the total contract period not to exceed ten (10) years.

3. SCOPE OF WORK: Community Centers serve as an integral part of the City of Spokane's safety net for our citizens. The City provides funding for community centers for the purpose of serving the needs of centers' surrounding neighborhoods in the areas of health care, food security, education, employment, housing, family services and civic capital. It is the case that some neighborhoods may have unique needs not covered in the aforementioned categories of services and the Community Center may use City funding to meet these needs with prior written approval from the City. The Martin Luther King Jr. Family Outreach Center's purpose is to serve with and in the community. Acceptable expenditures of City funds to deliver the service outlined in this scope of services may include program administration, building maintenance, program materials and direct client assistance. The funds may also be used as match dollars for third-party grants that support the services identified in this scope of services. Additionally, funds may be used to grow the capacity of the community center through donor development, grant writing or any expense that can be demonstrated to sustainably increase center revenues from non-government sources or reduce center expenses.

A. The contract deliverables are described in Exhibit A, which is attached to and made part of this contract.

4. MANAGEMENT AND STAFFING.

A. MLK shall hire a director to efficiently administer and manage the day-to-day operations of the Center in accordance with the terms and conditions of this contract. The hiring and employment of a director shall be in the sole discretion of MLK. However, MLK shall consult with the City prior to hiring any future Center directors. MLK will hire any future directors through a public process that will include representation from center users, center staff, center tenants, and center agency partners, low income individuals, the City of Spokane and MLK board members. The director shall report directly to the MLK board of directors and have authority over all staffing and hiring decisions as well as all performance review and disciplinary measures.

B. The director shall be responsible for:

- 1) scheduling programs, activities, room rentals and other uses of the Center with the goal of maximizing use of the Center consistent with budgetary goals and constraints;
- 2) proposing hours of operation subject to the approval of the MLK board;
- 3) ensuring the establishment of an effective promotion and marketing program for the Center (such as web-based advertising, social media, print media, special events);
- 4) developing programs and opportunities for increasing patronage;
- 5) working jointly with the City and individually, to seek and secure grants or other sources of funding; and
- 6) reaching out to, and identifying opportunities to coordinate with other organizations in the local area.
- 7) maintaining strong relationships with community members, center stakeholders and users.
- 8) ensuring high-levels of user/customer satisfaction and providing opportunities for center user/customer feedback.

C. At the request of the City, MLK shall provide the City the opportunity to provide input on the performance of the director and to raise any issues of concern regarding his or her performance and the management and operations of the Center.

5. OPERATION OF THE CENTER.

- A. MLK shall develop, implement and maintain programs at the Center, and operate the Center continuously during the term of this contract as a community oriented Community Center; providing low-cost programs for healthy physical, mental, and social development and responsibility, and healthy living and wellness, for youth, families, seniors and adults primarily but not exclusively for those residing and/or employed in the southeast Spokane area. MLK will evaluate current center programs and services. MLK will determine the capacity of those programs and services based off of annual budget goals and constraints. All activities and programs shall be developed and implemented at MLK's sole discretion.
- B. MLK shall not decrease hours of operation or services available at the Center without the City's prior approval, which will not be unreasonably withheld or conditioned. MLK may change hours of operation to better meet neighborhood needs.



- C. MLK shall not contract with a third party to facilitate its management and operation of the Center without the City's prior written consent. The City's consent to a third party contract will not relieve MLK of any of its obligations, responsibilities or liabilities under this contract and MLK shall be fully responsible for any liability, losses or expenses suffered or incurred by the City as a result of MLK 's contractor operations at the Center.
  - D. Employees and patrons using the Center will be entitled to utilize driveways, parking and other public areas associated with the Center.
  - E. The Center Director shall submit to the Director of Neighborhood and Business Services, or designee, quarterly written reports detailing its contractual performance. Written reports will include center goals/benchmarks for previous year and for the next year, building use/activity updates, community/neighborhood engagement, financials (end of year report and next year's draft budget), and overview of fundraising and donation strategies. Inclusion of additional Community Center updates are welcome and encouraged. MLK will provide the annual finance audit (March) and IRS Form 990 to the City.
  - F. MLK shall be responsible for securing the Center and preventing any unlawful or unauthorized use of the Center.
  - G. The City reserves the right to allocate space within the Center or on the Community Center campus for the development of a Dental Clinic in conjunction with Community Health Association of Spokane (CHAS) and a Head Start Program with Community Colleges of Spokane (CCS), subject to appropriate payment of rent to MLK or adjustment of rent due from MLK under separate lease agreement.
  - H. MLK may enter into separate contracts with other entities to provide services at the Center. However, those contracts shall not exceed the term of this contract or in any way conflict with this contract or the lease agreement between the City and MLK for Center.
6. OPERATING MANUAL. MLK shall prepare and keep regularly updated, an operating manual containing the day-to-day operating procedures and protocols for the Center. The operating manual and any subsequent substantive changes, shall be subject to prior review by the City and the approval of the MLK Board with a current copy provided to the City at all times. All procedures and protocols contained in the operating manual shall conform and be consistent with all applicable City ordinances, regulations, rules and policies. The operating manual shall include, but not be limited to:
- A. Financial procedures and fiscal controls (accounting, cash handling, payroll processing, purchasing / procurement, inventory controls, record keeping, audit-

ing, reporting, etc.);

- B. Customer service procedures and protocols;
- C. Facility use reporting requirements;
- D. Daily and long-term maintenance requirements, inspection requirements, and preventative maintenance schedules;
- E. Licensing and permitting requirements;
- F. Energy efficiency protocols;
- G. Security systems and procedures (including key control policy);
- H. Emergency action plan;
- I. Illness, injury and prevention plan;
- J. Safety program (OSHA protocols, hazard mitigation, safety practices, safety training, incident reporting procedures, etc.);
- K. Volunteer policies;
- L. Facility use and rental procedures / risk transference protocols, including provisions regulating alcohol consumption at special events at the Center;
- M. Accessibility procedures and protocols compliant with the requirements of the Americans with Disabilities Act of 1990 and all related regulations, guidelines and amendments;
- N. Solid waste disposal and recycling procedures for facility, including provisions for food-waste recycling at special events held at the Center; and
- O. Procedures and protocols for use of vehicles, including City-owned vans as approved by the City.

7. GROUNDS AND FACILITIES.

- A. Except as otherwise provided in this contract, the City shall maintain all of its right, title and interest, as such may appear, in the grounds, buildings, structures and all other improvements at the Center. Subject to the approval of the director, equipment owned by organizations leasing space at or using the Center may be stored at the Center and restricted to the use of the organization's members / guests. The equipment shall be marked and clearly identifiable.

- B. The cleanliness and sanitation of the Center shall be a top priority. All buildings, facilities and grounds shall be kept in a neat and clean condition at all times, including appropriate containers through-out the Center for non-recyclable and recyclable wastes. MLK shall use reasonable means to ensure that recyclable wastes are separated and available for collection pursuant to the applicable terms and conditions of the City's requirements for collection.
- C. MLK shall be responsible for the costs of establishing and using telephone and internet services.
- D. Meeting rooms shall be made available free of charge for use by City and Neighborhood Councils as designated by city charter, subject to availability.
- E. The City retains the right to enter the Center at anytime, with notice, to ensure MLK's compliance with the terms and conditions of this contract and to exercise any of the rights granted to the City by this contract.

8. EQUIPMENT AND FURNISHINGS.

- A. MLK will be allowed usage of City owned equipment and vehicles listed in Exhibit B at no additional cost through December 31, 2021. The City agrees to transfer these items to MLK for ONE AND NO/100 DOLLAR (\$1.00) upon satisfactory performance of this contract and authorization of an extension for a second term. Provided, however, that if MLK should sell or divert for other use any of the equipment or vehicles during the ten (10) year maximum term of this contract, it shall pay the City any proceeds it receives from the sale or transfer.
- B. In return for the last payment by the City to MLK, all equipment, furnishings and vehicles owned by the City listed in Exhibit B will revert to City ownership.
- C. All equipment and furnishings at the Center, whether City or MLK owned, will be maintained in good working condition and any necessary maintenance and / or repairs shall be performed by MLK on a timely basis. Regular maintenance schedules shall be established and adhered to and regular reports regarding maintenance activities shall be maintained and available for inspection by City staff. The director shall promptly notify the City of any and all facility and /or equipment maintenance, repair or replacement issues that arise which have not been identified and / or funded through the annual budget. The parties will work together to resolve any significant unexpected equipment and furnishing expenses.
- D. MLK shall own all equipment and furniture purchased by it.
- E. MLK shall have use of the City-owned vans identified in Exhibit B from January 1, 2018 through December 31, 2022.

9. FINANCIAL MATTERS.

- A. MLK may charge reasonable use fee for the Center, in amounts approved from time to time by the City. All revenues derived from operation of the Center will be used by MLK to fund programs, operations and capital improvements at the Center.
- B. MLK shall, within ninety (90) calendar days after the end of each calendar year during the contract term, provide the City copies of financial statements for the prior year showing expenses and revenues at the Center. The statement must show actual expenses and revenues for Center operations. In addition, MLK shall by September 30 annually, provide the City with copies of audited financial statements for the prior year.
- C. MLK will at all times during the term of the contract be a nonprofit organization exempt from taxation under section 501(c)(3) of the United State Internal Revenue Code. MLK will notify the City in writing and provide the City with a copy of any ruling or inquiry from any governmental authority affecting or potentially affecting this status.
- D. MLK shall establish and maintain a system of internal accounting control which complies with applicable, generally accepted accounting principles and governmental accounting and financial reporting standards.
- E. MLK shall maintain accurate records to account for its expenditures related to Center operations. The City has the right to audit, at the City's expense, the financial records related to Center operations of MLK to insure that actual expenditures remain consistent with the spirit and intent of this contract. The Mayor, or designee, may inspect and audit all records and other materials and MLK shall make such available upon request.

10. OPERATING FEE. The City shall pay the following amounts as operating fees during the term of the contract:

\$350,000.00	January 1, 2018 – December 31, 2018
\$350,000.00	January 1, 2019 – December 31, 2019
\$350,000.00	January 1, 2020 – December 31, 2020
\$315,000.00	January 1, 2021 – December 31, 2021

- A. Beginning 2021 funding will decrease by 10% for the subsequent three (3) years (2021-2023). Funding after 2024 is subject to contract renewal and negotiation.
- B. Payments will be provided to MLK on a quarterly basis.

11. TAXES.

- A. MLK shall pay and discharge all taxes, general and special assessments, and other charges of any kind levied on or assessed against the Center and all interests in the Center, whether belonging to the City or MLK. MLK shall indemnify the City and hold it harmless from all such taxes, charges, and assessments.
- B. MLK shall be responsible for payment of the Leasehold Excise Tax required by chapter 82.29A RCW. MLK has the burden to show that it or its subcontractors are not liable for the tax or that it falls within legal exemption. MLK shall contact the City's Taxes and Licenses Division (509) 625-6070, for further information.

12. PAYMENT.

Payment will be made via direct deposit/ACH except as provided by state law. A completed ACH application is required before a City Order will be issued. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

13. NOTICES.

All notices shall be in writing and served on either of the parties either personally or by certified mail, return receipt requested, at their respective addresses. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

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

MLK: Center Director  
Martin Luther King Jr. Family Outreach Center  
500 S. Stone St.  
Spokane, Washington 99201

Board President  
500 S. Stone St.  
Spokane, Washington 99201

14. FUTURE SUPPORT. This contract only covers the stated contract term. Future services by MLK are subject to separate agreement of the parties and appropriation of funding by the city council.

15. INDEPENDENT CONTRACTOR. Neither MLK, nor any of its directors, officers, employees, volunteers, or persons or entities engaged by MLK, will be considered as employees or agents of the City. Neither the City, nor its elected officials, officers, employees, volunteers, or persons or entities engaged by the City, will be considered employees or agents of MLK.

16. INDEMNIFICATION.

- A. MLK shall indemnify, defend and hold harmless the City, its officers and employees from all claims, demands, or suits in law or equity arising from MLK's negligence or breach of its obligations under the contract. MLK's duty to indemnify shall not apply to liability caused by the sole negligence of the City, its officers and employees. MLK's duty to indemnify for liability arising from the concurrent negligence of the City, its officers and employees and MLK, its officers and employees shall apply only to the extent of the negligence of MLK, its officers and employees. MLK's duty to indemnify shall survive termination or expiration of the contract. MLK waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance.
- B. The City shall indemnify, defend and hold harmless MLK, its officers and employees from all claims, demands, or suits in law or equity arising from the City's negligence or breach of its obligations under the contract, including all claims brought by third parties regarding the City' awarding of the contract to MLK, or any claim based upon said process attributed to the conduct of City officers or employees. The City's duty to indemnify shall not apply to liability caused by the sole negligence of MLK, its officers and employees. The City's duty to indemnify for liability arising from the concurrent negligence of MLK, its officers and employees and the City, its officers and employees shall apply only to the extent of the negligence of the City, its officers and employees. The City's duty to indemnify shall survive termination or expiration of the contract. The City waives, with respect to MLK only, its immunity under RCW Title 51, Industrial Insurance.

17. DISPUTE RESOLUTION.

- A. Any dispute between the parties concerning the terms and conditions of this contract shall be resolved by the Center Director and the City's Director of Neighborhood and Business Services. If the two can't agree, the matter may be referred within twenty (20) calendar days to the City Administrator and MLK's board president. The City Administrator's decision shall be final.
- B. If MLK disagrees with the City Administrator's decision, it may, within twenty (20) calendar days, refer the matter to mediation before a jointly selected mediator as a condition precedent to pursuing other alternative dispute procedures or litigation.

18. 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 Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Agency agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Agency.

19. COMPLIANCE WITH THE LAWS. Each party shall comply with all applicable federal, state and local laws, regulations, and executive orders, which are incorporated by reference into this contract.

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

21. INSURANCE. During the term of the contract, MLK shall maintain in force at its own expense, the following insurance coverages:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$2,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to MLK's services to be provided under this contract;
- 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 owned, hired or non-owned vehicles; and
- D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this contract. The coverage must remain in effect for at least three [3] years after the contract is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from MLK or its insurer(s) to the City. As evidence of the insurance coverages required by this contract, MLK shall

furnish acceptable insurance certificates to the City at the time it returns the signed contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided. MLK shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

22. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid business registration. The Agency shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Agency does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

23. GOOD FAITH AND COOPERATION. The City and MLK agree that it is in their mutual best interest and in the best interest of the public that the Center be operated and managed as herein agreed and, to that end, the parties shall in all instances cooperate and act in good faith in compliance with all of the terms and conditions of this contract and shall deal fairly with each other.

24. PARTIES IN INTEREST. Nothing in this contract shall confer any rights or remedies under or by reason of this contract on any party other than the parties or shall anything in this contract relieve or discharge the obligation or liability of any third party to any part to this contract nor shall any provision give and third part any right of action over or against any party to this contract.

25. TERMINATION.

- A. The City may terminate this contract for breach by MLK, provided the City shall give MLK written notice of the alleged breach and MLK shall have a period of time, not less than thirty (30) days, as stated in the notice in which to substantially cure the breach. If the breach is cured within the required time period, the notice shall be of no force and effect.
- B. MLK may terminate this contract for its financial inability to continue to operate the Center or for the City's breach of this contract, provided MLK shall give the City written notice of the alleged breach and the City shall have a period of time as stated in the notice in which to cure the breach. If the breach is cured within the required time period, the notice shall be of no force and effect.
- C. Either party may terminate this contract without cause by sixty (60) days written notice to the other party.



26. MISCELLANEOUS PROVISIONS.

- A. ASSIGNMENTS. This contract is binding on the parties and their heirs, successors, and assigns. Neither part may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.
- B. DISPUTES. This agreement shall be performed under the laws of the State of Washington. Any litigation to enforce this agreement or any of its provisions shall be brought in Spokane County, Washington.
- C. SEVERABILITY. In the event any provision of this contract should become invalid, the rest of the contract shall remain in full force and effect.
- D. ENTIRE AGREEMENT. This written contract constitutes the entire understanding of the parties. There are no promises, terms, conditions or obligations other than those written herein.
- E. AMENDMENTS. This contract may be amended at any time by mutual *written* agreement.
- F. NON-WAIVER. No delay or waiver by either party to exercise any contractual right shall be considered as a waiver of such right or any other right.

27. NON-APPROPRIATION. This contract is being approved the City Council prior to the adoption of the 2018 fiscal budget for the City of Spokane. In the event, the City Council does not appropriate funds for this contract for 2018, it shall automatically terminate and not be in effect on January 1, 2018.

Dated: \_\_\_\_\_

CITY OF SPOKANE

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

Attest:

Approved as to form:

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

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

Dated: \_\_\_\_\_

MARTIN LUTHER KING JR. FAMILY  
OUTREACH CENTER

City of Spokane Business License No.  
\_\_\_\_\_

E-Mail address, if available: \_\_\_\_\_  
\_\_\_\_\_

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

# EXHIBIT A

## CONTRACT DELIVERABLES

### ***Operations Contract Deliverables & Building Lease Agreement***

*This document outlines the draft deliverables for the Martin Luther King Jr. Family Outreach Center (MLK) operations contract. It is not inclusive of all deliverables that may be drafted, deliverables are subject to City and MLK negotiations. The City Council has final approval of the deliverables and operations management contract.*

#### **CONTRACT:**

##### **TERM & FUNDING:**

- Contract term of three (3) years with option to review up to ten (10) years. Contract may be renewed twice (2) for an additional three (3) year term, term timeframe is negotiable.
- Evaluation of the contract will take place in the last year of each contract term. Evaluation committee will be established by the City.
- Contract funding will include approximately \$350k annually for three (3) years (2018-2020). Subsequent years will include a 10% reduction in annually funding for each year for three (3) years (2021-2023).
- City reserves the right to terminate contract as outlined in the current draft contract.

##### **REPORTING:**

- Annual Reporting should include;
  - Center goals/benchmarks for previous year and for the next year, building use/activity updates, community/neighborhood engagement, financials (end of year report and next year's draft budget), and overview of fundraising and donation strategies. Inclusion of additional Community Center updates are welcome and encouraged.
  - MLK to provide annual financial audit (March) and IRS Form 990 to the City.
- Quarterly reports:
  - Items to include: program updates and milestones, partnerships, Center and/or community events, Center lead activities and events, Center development, fundraising/grants/donor efforts/successes and highlight tenant activities, other items listed in this document, general Center updates.

#### **DELIVERABLES:**

##### **FACILITY MAINTENANCE:**

- City commits to facility improvements as identified in the Capital Needs Plan for the 1-5 year timeframe.
  - Capital Needs Plan will be developed. Capital Needs Plan completed by January 1, 2018, implementation will begin immediately. Allocation of funding for capital needs will be determined within transition period (9/1/2017-12/31/2017).
  - Capital Needs Plan will be provided to MLK. MLK will provide a timeline for repairing or replacing all deficiency or end-of-life systems as outlined in their Proposal.
    - Due date TBD.

- Any other proposed changes of the building by MLK that do not align with the Plan are subject to approval by the City.
- MLK to issue RFP for construction and renovation. MLK will manage construction project (*Proposal, pg. 9*)
  - Due by:

#### OPERATING MANUAL:

- MLK shall prepare and keep regularly updated, an operating manual containing the day-to-day operating procedures and protocols for the Center. The operating manual and any subsequent substantive changes, shall be subject to prior review by the City and the approval of the MLK Board with a current copy provided to the City at all times. All procedures and protocols contained in the operating manual shall conform and be consistent with all applicable City ordinances, regulations, rules and policies. See section 5 Operating Manual in the contract for more details on necessary items to include.
  - Due: February 1, 2018

#### FACILITY LAYOUT:

- MLK to propose center layout to accommodate current programs. Includes existing programs and tenant space, proposal will be negotiated with the city.
  - Include plan for continued use(s) MLK Buildings and which programs will remain there.
  - Due by:

#### DENTAL CLINIC:

- City to fund Dental Clinic with CDBG funding in 2018, details to be determined at later date.
- MLK to build budget based off tenant revenue for the space.

#### HEAD START:

- MLK will assume management of the CCS – Head Start construction project for new facility and will communicate with the City regularly on this project.
- MLK and City commit to leasing space for three (3) toddler classrooms inside of the Center beginning in January, 2018. MLK to facilitate this process.

#### COMMUNITY ENGAGEMENT:

- MLK to provide community engagement plan in their transition plan. Elements to include; community conversations with center users, tenants and the broader community/East Central Neighborhood.
- MLK and City to host community event on Martin Luther King Jr. Day, 2018.
- MLK to provide a resource that accommodates special events, meetings, recreation, educational, and support programs at the Center.
  - Plan to engage the community with an open house and informational campaign to educate the community on programs provided but also to listen to needs of the community. (*Proposal, pg. 7*).
  - Provide overview of this plan to the City – November 2017.
- **Community Assessment** - MLK to conduct community assessment that would include identifying the demographics of the community. From this information determine community needs. Includes engagement of community partners as a collaborative project, outcome of collaborative effort is to identify key findings and gaps in the services and programs currently offered. Engage community members in the assessment through planning and implementation. Data collection

will include surveys and focus groups. Prioritized listings of the needs of the community is developed based on the Strengths, Weaknesses, Opportunities, and Threats revealed during the assessment of community needs. Will share findings with the community and put plan into action. Community meetings will be held to increase awareness of findings. Results will be posted on MLK's website and published in a brochure. (*Proposal, pg. 9*).

- Outcome:
  - Implementation Plan due November 2017
  - Implement November 2017 – February 2018
  - Publish Assessment - February 2018

#### PROGRAMS & STAFF:

- Current Programs:
  - MLK to evaluate programs and provide plan programs in 2018.
    - Plan includes; number of people served, funding & revenue, overview of current status of program and where program will go in the future.
    - Plan due October 31st
- Staff:
  - Plan for hiring staff. Include timeframe for posting job listings & descriptions, two (2) job fairs (*Proposal, pg. 9*).
    - Plan due October 31<sup>st</sup>
    - Implementation & Staff Hired November 2017-February 2018, (*Proposal, pg. 9*)
    - Hiring of Community Engagement Coordinator – to facilitate positive relationships and community involvement. Will assist with development and implementation of community needs assessment. (*Proposal pg. 15*)
- Existing Programs:
  - Overview of programs; number of people served, funding & revenue, overview of current status of program, where program will go in the future any growth changes due to new location/utilization of more space.
  - Police presence at the Center; MLK will work with Spokane Police Department to located an officer at the center full time. Discuss of relocating the South Precinct at the Center.

#### BOARD:

- MLK to amend by-laws to require one (1) board member reside within the East Central Neighborhood boundaries.

#### CENTER NAME:

- Name changed to, "Martin Luther King Jr. Family Outreach Community Center"

#### BUILDING LEASE:

- 15 year lease.

EXHIBT B

CITY – OWNED EQUIPMENT AND FURNISHINGS

## LED Sign

LED sign

## Vehicles:

3 - 15-passenger vans, handicapped accessible:

City ID #	Description	License #	VIN #
400005	1993 Ford	17430D	1FBJS31G6PHB17707
426887	2007 CHEV	43041D	1GAHG39U971193199
427484	2010 FORD	47370D	1FTNS2EW0ADA44597

## Senior Center Assets

2 card-playing tables, one in good condition, one ready to junk  
30 older blue padded chairs with arms  
30 newer (2008) blue padded chairs with arms  
8 card tables  
Sherwood Sound system with speakers mounted in ceiling, with Sony 5-disc player  
Loveseat  
Decorative fireplace  
Cabinets mounted to the wall, full of pots and pans, steam table covers, utensils.  
Entertainment cabinet with VIZIO TV

## Billiards Room

Billiards room used to have a billiards table. Now is used for recreation.  
Samsung big-screen TV, and DVD Player  
Wii player  
One couch, one loveseat,  
Wall-mounted cabinets  
Exercise equipment was purchased with an Adult Day Care Grant.  
NordicTrac commercial 400 recumbent bike, MN NTEX14807, SN AA310400834  
Reebox V680 Treadmill, MN RBT1677080, SN AA100C27857  
Adult Day Care computers: 2 LG Sceptre work stations, HP F4440 deskject printer (not part of MIS) purchased by Adult Day Care grant.

## Kitchen:

Wolf Gas Double Stove with range and grill: purchase unknown, paperwork dates back to 2001. MN 6PB55-7, SN 481306610. Also has a range hood.  
Electric stove. Original Kenmore freestanding range stopped working. Replaced in 2008 with Frigidaire ES340.  
Dishwasher, purchased 10/23/03, Upright Commercial dishwasher, MN AFC3DS, SN 45561  
Kenmore Refrigerator, purchased 1/6/03, MN 27360721008, SN WA25100226

GE Freezer, MN FUF20DMCRWH, SN ZA160740, newer and in good condition  
Frigidaire Freezer, door seal doesn't work well but still usable, MN UF21HW6, SN 50BC2834, purchased 1985  
3 steam tables  
1 EPCO heating cabinet, model H7,  
1Cres-Cor Crown X heating cabinet  
Sharp Microwave  
3-compartment dishwashing sink with grease trap  
Assorted plates, cups, and a couple of coffee makers  
Kiln, MN LT3K, WP Dawson, Inc., manufacturer (donated to the Center by a participant in 2007)

### **Break Room (also known previously as Recreation Kitchen)**

Sharp microwave, purchased 12/17/01, MN R410EW, SN 137123  
Kenmore Refrigerator. MN 25360721008, SN WA25100238, purchased 1/6/03  
Frigidaire Freezer  
GE Freezer, MN FUM17DMBRWH, SN TA 167783  
Whirlpool refrigerator/freezer, very old  
Kenmore Ultrawash dish washer  
Folding dining table for youth  
Frigidaire Oven  
Bunn coffee maker, MN PN04276.0012; ANOPR0212744

### **GYM**

Bleachers along one wall  
Scoreboard installed in 2012  
Approx 105-30"gray Miti Lite plastic Tables  
115 solid plastic gray chairs  
200 blue folding chairs  
100 folding brown chairs  
Cabinets full of play equipment and toys stored for our annual Toyland

### **PA System**

The sound system was purchased in 2007 for approximately \$10,000 with installation.

### **Weight Room**

Approx 10 exercise stations, stands, and free weights.  
Also stair climber, bike (currently not working, needs power cord to operate)

### **Recreation Room**

2 pool tables,  
1 foos ball table



1 ping pong table  
3 couches  
Pop machine stored in there that belongs to ECCO, (have talked about them taking it)  
Panasonic big-screen TV

## **Conference Room**

6 tan – 30 inch Miti Lite tables  
Approx. 35 new (maybe 2 years old) padded arm chairs.  
Overhead Projector, 3M 2000AG, SN 833390  
There are 2 GPS navigation units also locked away.

## **Lobby/ Front Office**

One vending machine (belongs to ECCO but currently used by ECNWA)  
One pop machine (owned, and serviced by Coke)  
No working copy machine; staff uses a printer to make copies  
One fax machine

## **Computer Lab**

4 computer tables  
A portion of our 35 black, padded chairs--The remainder are in Conference Room  
Also stored in the computer lab:  
2 Panasonic rollaway TVs with DVD/VCR players, Used for room rentals  
1 Emerson rollaway TV (VCR/DVD doesn't work).  
1 unused Phillips TV  
Tincan Grant Equipment: (The City is working with Tincan about ownership of the following equipment. It is not definite at this time whether or not the City has authority to transfer the equipment to ECCO)  
    13 computers—all part of TINCAN grant, not City equipment  
    TINCAN grant but locked away: 3 Canon video cameras, 3 tripods (Rachel's cabinet), 2 Mac books, 1 Dell Laptop, 1 wireless microphone set, 3 microphones, 1 microphone boom, 1 computer projector.

## **Food Bank**

Kenmore refrigerator/freezer, SN E83717151  
Kenmore horizontal Freezer, unable to read serial number  
Frigidaire upright freezer, SN 1226608743  
Kelvinator upright freezer, SN WB61502286  
Commercial Raetone 3 door refrigerator, SND8939H550  
BF-11 Hydraulic pallet jack.  
It contains approx. 44 ft. of steel storage racks and some old wood shelving

## Multi-Purpose Room, Upstairs used by Jacob's Well

Frigidaire Stove, MN Feb766CJSA, SN NF02614210

Microwave (currently asking Jacob's Well if it is theirs or ours, I have no paperwork)

## Custodial Equipment in Garage

The Garage holds routine maintenance and janitorial supplies, small hand tools and small electrical equipment. There is approx. 60 ft. of steel storage racks, a Gas locker, and a tool box.

Stihl backpack blower; MN BR340; SN 255978319

Delta bench grinder; MN GRI00; SN 012300W5003

Sears 33 gal. air compressor; MN 9129.167320; SN 2516217352

Airens 24" snow thrower; MN93204, 7hp, OHV; SN 004082

Husquvarna snow thrower, 20"; MN HU.924HV; SN 120210H002948

Cub Cadet Tractor mower; MN 3084/ 8184-14A634L100; SN 1K030620039

The Spider (breaker box); w/75 ft. cord; SN 010 A9601-box

Rubbermaid portable hand extractor; MN XTRA-LIFT-PDC; SN J02347

Advanced slow speed buffer; MN 2168500. 20 incp; SN1262121

Proctor-Cable small air compressor; MNCFFN250A; SN 081462224

Speedy Jack; MN F798; SN SF0807 020162

Advance Aquaclean small rug extractor; MN 56265001; SN 40000010645

Ridged wet/dry vac.: MN WD16500; SN 98207V0346

Advance Aquaclean Lg rug extractor; MN 56265003; SN 2017118

MTD Chipper Vac.; MN 24A-315610C; SN 1T267610125

Power Ease/power washer; MNZWD 4030; SN 32459605

Troy Built edger; MN 28B554E066; SN 1A237K90092

Toro red two wheeled wagon; SN 15704

Billy Goat side blower; MN QB9943; SN090803039

Husquvarna mower; MN FJ180V-B322-A; SN FJ180VE0327

25ft. Genie upright lift; Mod 68001-000; SN 15419

Maytag stackable washer / drier; Kept in Custodial closet MN 3L52000AYW; Sn 66859084CA

## Office Computers:

Computers:

T311883

T311886

T311887

T311889

T311884

T311885

T311890

T309193

Printers:

T311892

T311890

T311948

T312569

Projector:

T305719

## LEASE AGREEMENT

THIS LEASE AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City," and the MARTIN LUTHER KING JR. FAMILY OUTREACH CENTER, a 501(c)(3) nonprofit corporation, whose address is 500 S. Stone, as "MLK."

WHEREAS, the City constructed the East Central Community Center with the aid of Community Development Block Grant Funds; and

WHEREAS, the present policy of the City Council is to allow neighborhood non-profit corporations to lease and manage City-owned community centers for legitimate community development activities as long as the best interests of the neighborhood remain the foremost consideration; -- Now, Therefore,

The parties agree as follows:

1. PREMISES. The City leases to MLK the premises at 500 South Stone Street, Spokane, Washington, (hereinafter referred to as "Center or Premises").
2. TERM. MLK shall have the use of the premises for a period of fifteen (15) years beginning January 1, 2018 through December 31, 2032, unless terminated earlier pursuant to the terms of this Lease Agreement, or as otherwise allowed by law. Thereafter, with the City's written permission, this Lease may continue as a month-to-month tenancy and may be terminated by either party by giving the other party at least thirty (30) days written notice of termination. Any holding over by MLK after the term expires will not constitute a renewal of the lease or give MLK any rights under the lease in or to the Center.
3. RENT. MLK shall pay the City the sum of ONE AND NO/100 DOLLAR (\$1.00) per year as rent for the use of the premises. This rent shall be payable in advance of the lease term.
4. TAXES.
  - 4.1 MLK shall pay and discharge all taxes, general and special assessments, and other charges of any kind levied on or assessed against the Center and all interests in the Center, whether belonging to the City or MLK. MLK shall indemnify the City and hold it harmless from all such taxes, charges, and assessments.
  - 4.2 MLK shall be responsible for payment of the Leasehold Excise Tax required by chapter 82.29A RCW. MLK has the burden to show that it or its subcontractors

are not liable for the tax or that it falls within legal exemption. MLK shall contact the City's Taxes and Licenses Division (509) 625-6070, for further information.

5. CONDITION OF PREMISES. MLK accepts the Center in its present condition and finds it suitable for the purposes intended. MLK has made inspection of the premises, accepts its conditions in its present state, and agrees that there are no repairs, changes, or modifications to be made to the premises by the City other than as listed herein, including, but not limited to plumbing, lighting, electrical, air conditioning, and heating.

7. CHAS DENTAL CLINIC. The parties acknowledge that the City desires to locate a dental clinic at the Center operated by Community Health Association of Spokane (CHAS). The parties agree to allocated space within the Center or on the Center campus for the dental clinic as depicted in attached ECCC-CHAS Dental Clinic Concept Study.

8. SCC HEAD START. The parties acknowledge that the City desires to locate a Head Start Program at the Center operated by Community Colleges of Spokane (CCS). The parties agree to allocated space within the Center or on the Center campus for the program and the newly constructed facility.

8. USE TO COMPLY WITH LAWS AND REGULATIONS.

8.1 MLK shall use the premises for neighborhood and community development purposes in accordance with the separate management and operations agreement and for no other purpose without the City's prior written consent.

8.2 MLK may not use any part of the Center for any use or purpose that violates any federal, state or local law, or regulation and shall, at its own expense, promptly comply with all applicable statutes, ordinances, rules and regulations.

8.3 MLK's use of the premises shall be in compliance with applicable federal laws and regulations and consistent with the City's application to secure community development funding for the building. MLK shall fully comply with all federal, state, and local laws and regulations, which may be applicable to its program operations.

8.4 Commercial activity will not be allowed without the express written approval of the City, which shall not be unreasonably withheld; provided, however, that any extensive commercial activity will require a rent adjustment so as to reflect the economic value of the premises to MLK for the proposed commercial use.

9. REPAIRS AND MAINTENANCE.

MLK's OBLIGATION:

9.1 Generally. MLK shall, at its sole expense, maintain the entire premises in good condition and promptly make all repairs and replacements, whether structural or

non-structural, necessary to keep the premises in safe operating condition, including all utilities and other systems serving the premises. Such systems and services shall include, but are not limited to, the building's plumbing, electrical, ventilation and lighting facilities and equipment. MLK shall not damage or disturb the structural integrity of the premises and shall promptly repair or cause to be repaired, to the City's satisfaction, any damage or injury done to any structural elements caused by the Lessee or its employees, agents, contractors, or invitees.

9.2 HVAC. MLK shall be responsible for maintaining the HVAC system in proper working order by procuring a professional maintenance contract.

9.3 Janitorial Services and Landscaping. MLK shall hire all necessary maintenance and janitorial personnel to keep the premises clean and in good repair including landscaping and improvements on the premises.

9.4 Snow Removal. MLK shall be responsible for all snow and ice removal from the premises and surrounding sidewalks.

9.5 Condition of Premises. Upon the expiration or earlier termination of this lease, MLK shall turn the premises back to the City in as good a condition as they were at the beginning of the term, reasonable wear and tear excepted.

CITY'S OBLIGATION:

9.6 The City shall maintain the foundations, exterior walls and the exterior roof of the premises but shall not be obligated to paint the exterior of the premises, nor maintain the surface of the interior walls, doors or windows.

10 IMPROVEMENTS AND ALTERATIONS. MLK shall not make any modifications, additions, improvements, or alterations to the premises without the prior express written approval of the City, which consent shall not be unreasonably withheld, conditioned or delayed. Any modifications, additions, improvements, or alterations must be made in compliance with all laws, rules and regulations relating to all applicable building, fire and land use codes, aesthetically compatible and shall become the property of the City upon completion.

MLK shall not be required to obtain the City's consent for minor improvements or alterations, defined as improvements or alterations which cost **\$15,000** or less and which do not involve structural modifications to the building. Provided; MLK will procure or complete, or cause to be procured or completed, without cost to the City, all necessary permits, licenses or other authorizations required for the lawful and proper installation, maintenance, replacement, and removal on or from the premises of all improvements necessary for MLK's intended use of the premises.

11. DESTRUCTION OF PREMISES. If the whole or substantially the whole or a portion of the premises are destroyed by fire or other casualty, so as to render them unfit

for occupancy, and the City elects not to restore the building/premises to its former condition, then this lease shall terminate. The City may, at its option, promptly proceed with reasonable diligence to build and restore said premises or such part thereof, provided that within twenty days after such destruction or injury, the City shall notify MLK in writing of the City's intention to do so. MLK shall also be entitled to either terminate or accept the City's election to restore, in the event the whole or substantially whole or a portion of the premises are destroyed by fire or other casualty, so as to render them unfit for occupancy.

12. MLK'S PROPERTY. All of MLK's personal property and trade fixtures ("MLK's Property") will remain MLK's property. MLK may remove its property at any time during or upon expiration of the term. Upon the expiration or sooner termination of this lease, MLK shall remove its property and also any personal property of any party brought on to the premises during the term of this lease. Lessee shall repair damage to the premises resulting from the installation or removal of its property.

13. UTILITIES. The City shall not be responsible for providing any utilities to the premises, but represents and warrants that, as of the commencement date, electricity, water, gas, sewer, and telephone utilities are available at or adjacent to the premises. MLK shall pay for all utilities furnished to the premises during the lease term, including but not limited to electricity, gas, heat, water, refuse, and sewer. MLK shall determine whether the available capacity of utilities will meet the Lessee's needs. MLK shall install and connect, if necessary, and directly pay for all water, sewer, gas, janitorial, electricity, garbage removal, heat, telephone, and other utilities and services used by the Lessee on the premises during the term, whether or not the services are billed directly to Lessee. MLK will also procure, or cause to be procedure, without cost to the City, all necessary permits, license or other authorizations required for the lawful and proper installation, maintenance, replacement, and removal on or from the premises of wires, pipes, conduits, tubes, and other equipment and appliances for use in supplying all utilities or services to the premises.

14. INSURANCE. During the term of the lease, MLK shall maintain in force at its own expense, the following insurance coverages:

14.1. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,500,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this lease. It shall provide that the City, its officers and employees are additional insured but only with respect to matters relating to this Lease and MLK's use and occupancy of the premises; and

14.2. Property and Loss of Use Insurance for MLK's own personal property, contents and tenant improvements to limits and other insurance conditions deemed appropriate by MLK. Further, MLK may purchase and maintain such insurance as will insure against loss of use of the premises due to fire or other hazards, however caused. MLK waives all rights of actions against the City for

loss of use of the premises, including consequential losses, due to fire or other hazards, however caused.

To the extent practicable, the City shall maintain "all risk" replacement cost insurance coverage on the building structure(s) (if applicable). There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from MLK or its insurer(s) to the City. As evidence of the insurance coverages required by this lease, MLK shall furnish acceptable insurance certificates to the City at the time it returns the signed lease. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided. MLK shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

15. INDEMNIFICATION.

15.1 MLK shall defend, indemnify, and hold harmless the City from any loss, claim, or liability of any nature by reason of the acts or omissions of MLK, its assigns, subtenants, agents, contractors, licensees, invitees, or employees or any person whomsoever arising out of or in connection with any acts or activities related to this lease, whether the loss, claim or liability result from acts or activities occurring on or off the Center. This obligation shall not include a loss, claim or liability which may be caused by the sole negligence of the City, or its authorized agents or employees; provided that if the loss, claim or liability is caused by or result from the concurrent negligence of (a) the City, its agents or employees and (b) MLK, its assigns, subtenants, agents, contractors, licensees, invitees, or employees or involves those actions covered by RCW 4.24.15, this indemnity provision shall be valid and enforceable only to the extent of the negligence of MLK or its assigns, subtenants, agents, contractors, licensees, invitees, or employees.

15.2 MLK shall have no responsibility for compliance with any applicable physical access statutes or requirements, including (without limitation) the Americans with Disabilities Act of 1990 and related regulations, the City agrees to indemnify MLK for any liability to the extent caused by the City's noncompliance therewith.

15.3 MLK shall notify the City promptly upon the receipt of any claim or lawsuit brought in connection with any injury, death or damages on the premises and fully cooperate with the City as its interests may appear. MLK shall promptly notify the City of any complaints or reports of violations of law that have occurred at the Center and that are significant in nature and that have a material effect of the operations of the Center.

16. INSPECTION. The City, after giving MLK reasonable notice, shall have the right to

make periodic and regular inspections of the Center to insure that fire, safety and sanitation requirements and other provisions contained in this lease are being adhered to by MLK.

17. NOTICES. All notices shall be in writing and served on either of the parties either personally or by certified mail, return receipt requested, at their respective addresses. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

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

MLK: Executive Director  
Martin Luther King Jr. Family Outreach Center  
500 S. Stone St.  
Spokane, Washington 99202

18. TERMINATION.

18.1 The City may terminate this lease for breach by MLK, provided the City shall give MLK written notice of the alleged breach and MLK shall have a period of time depending on the severity of the alleged breach, as stated in the notice in which to substantially cure the breach. If the breach is cured within the required time period, the notice shall be of no force and effect. In no circumstance shall the period to cure the breach be less than thirty (30) calendar days.

18.2 MLK may terminate this lease for its financial inability to continue to operate the Center or for the City's breach of this lease, provided MLK shall give the City written notice of the alleged breach and the City shall have a period of time depending on the severity of the alleged breach, as stated in the notice in which to cure the breach. If the breach is cured within the required time period, the notice shall be of no force and effect. In no circumstance shall the period to cure the breach be less than thirty (30) calendar days.

18.3 The lease shall automatically terminate if the City does not award the Operation contract for the East Central Community Center to MLK or if the existing operations contract is terminated. In such case, the lease agreement shall terminate on the last day MLK is has the operation contract for the Center.

19. EQUIPMENT AND FURNISHINGS.

19.1 All equipment and furnishings at the Center, whether City or MLK owned, will be maintained in good working condition and any necessary maintenance



and / or repairs shall be performed on a timely basis. Regular maintenance schedules shall be established and adhered to and regular reports regarding maintenance activities shall be maintained and available for inspection by City staff. The director shall promptly notify the City of any and all facility and /or equipment maintenance, repair or replacement issues that arise which have not been identified and / or funded through the annual budget.

19.2 MLK shall own all equipment and furniture purchased by it.

20. PERSONAL PROPERTY. All personal property and equipment purchased by the City with either City or community development funds, and which are on the Center premises at the time of the execution of this lease, or is transferred to the premises subsequent to the execution of this lease, or which is used in conjunction with any of the Center programs or activities, shall remain the property of the City, but shall be leased to MLK along with the building and real property. Responsibility for the care, control, and maintenance of the equipment and personal property shall be with MLK.

21. MULTI-YEAR SUBLEASES. MLK is authorized to enter into multi-year subleases, subject to the prior written approval of the City. Any such approved sublease shall be considered binding upon the City. MLK agrees to assign its rights and obligations under any approved sublease to the City should MLK at a future date not be in possession of the Center.

22. 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 lease 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.

23. BUSINESS LICENSE REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid business license. MLK shall be responsible for contacting the City's Taxes and Licenses Division at (509) 625-6070, to obtain a business license, or an exemption status determination.

24. PARTIES IN INTEREST. Nothing in this lease shall confer any rights or remedies under or by reason of this lease on any party other than the parties or shall anything in this lease relieve or discharge the obligation or liability of any third party to any part to this lease nor shall any provision give and third part any right of action over or against any party to this lease.

25. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this lease shall have or acquire any interest in the lease, 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

lease.

26. DISPUTES. This lease shall be performed under the laws of the State of Washington. Any litigation to enforce this lease or any of its provisions shall be brought in Spokane County, Washington.

27. SEVERABILITY. In the event any provision of this lease should become invalid, the rest of the agreement shall remain in full force and effect.

28. AMENDMENTS. No modification or amendment of this lease shall be valid until it is reduced to writing and legally signed by both parties.

29. ASSIGNMENT. The lease or any interest therein, shall not be assigned voluntarily or by operation of laws, or sublet in whole or part without the prior written consent of the City, which consent shall not be unreasonably withheld provided, that the use of the premises continues to be the same and in accordance with this lease. This lease shall be binding upon the parties and upon their successors and assigns. All conditions and covenants contained herein shall be considered as covenants running with the land.

30. WAIVER. Time is of the essence of this lease, and of every part thereof. Any waiver by either party of any breach shall not be construed or considered to be a waiver of any future similar breach or of any other breach hereof.

31. LIENS. MLK shall have no authority, express or implied, to create or place any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, the interest of the City in the premises or to charge the rentals payable hereunder for any claim in favor of any person dealing with MLK, including those who may furnish materials or perform labor for any construction or repairs, and each such claim shall affect and each such lien shall attach to, if at all, only the leasehold interest granted to MLK by this lease.

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

Dated: \_\_\_\_\_

CITY OF SPOKANE

By: \_\_\_\_\_  
Mayor/City Administrator

Attest:

Approved as to form:

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

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

Dated: \_\_\_\_\_

MARTIN LUTHER KING JR. FAMILY  
OUTREACH CENTER

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

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

DRAFT

STATE OF WASHINGTON        )  
  ) ss.  
County of Spokane            )

I certify that I know or have satisfactory evidence that THERESA SANDERS and TERRI PFISTER, are the persons who appeared before me and said persons acknowledged that they signed this document, on oath stated that they were authorized to sign it and acknowledged it as the City Administrator and the City Clerk, respectively, of the CITY OF SPOKANE, a municipal corporation, to be the free and voluntary act of such party for the uses and purposes therein mentioned.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for Washington State,  
residing at \_\_\_\_\_

My appointment expires \_\_\_\_\_

STATE OF WASHINGTON        )  
  ) ss.  
County of Spokane            )

I certify that know or have satisfactory evidence that \_\_\_\_\_  
and \_\_\_\_\_ is/are the person(s) who appeared before me  
and said person(s) acknowledged that he/she/they signed this document, on oath stated  
that he/she/they were authorized to sign it and acknowledged it as the  
\_\_\_\_\_, and \_\_\_\_\_, respectively, of the MARTIN  
LUTHER KING JR. COMMUNITY CENTER, a nonprofit corporation, to be the free and  
voluntary act of such party for the uses and purposes therein mentioned.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for Washington State,  
residing at \_\_\_\_\_

My appointment expires \_\_\_\_\_



**Agenda Sheet for City Council Meeting of:**  
10/16/2017

<b>Date Rec'd</b>	10/4/2017
<b>Clerk's File #</b>	RES 2017-0088
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	CITY COUNCIL
<b>Contact Name/Phone</b>	MIKE FAGAN 509 625-6257
<b>Contact E-Mail</b>	MFAGAN@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Resolutions
<b>Agenda Item Name</b>	0320 RESOLUTION TO PRESERVE MONROE STREET

**Agenda Wording**

A Resolution stating the City Council's intention and desire to complete the Monroe Street project without the use of a "road diet" which will restrict traffic flow on north Monroe Street at the completion of the project.

**Summary (Background)**

NOW, THEREFORE BE IT RESOLVED that the Spokane City Council supports the potential for beautification, safety enhancements including high awareness crossings, LED street lighting, lower speed limit, ADA accessible sidewalks and interactive signage, but does not support a road diet lane reduction on Monroe Street, a main commerce, transportation, and public safety corridor. BE IT ALSO RESOLVED that the City Council desires and intends that at the completion of this project, Monroe Street will have a minimum of four lanes of travel with an intermittent left turn lane. BE IT FURTHER RESOLVED that City staff are encouraged to frequently communicate project progress and project status to those impacted, take active measures to minimize the impact to commercial access issues, and to give due consideration to the use of contract and performance incentives in order to minimize the total amount of impact and disruption to business and adjacent property owners during this project

<b>Fiscal Impact</b>	Grant related? NO	<b>Budget Account</b>
	Public Works? YES	
Select	\$	#
Select	\$	#
Select	\$	#
Select	\$	#

<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	MCDANIEL, ADAM	<b>Study Session</b>	
<b>Division Director</b>		<b>Other</b>	10/2/17
<b>Finance</b>	ORLOB, KIMBERLY	<b>Distribution List</b>	
<b>Legal</b>	PICCOLO, MIKE		
<b>For the Mayor</b>	DUNIVANT, TIMOTHY		
<b>Additional Approvals</b>			
<b>Purchasing</b>			

## RESOLUTION NO. 2017-0088

A Resolution stating the City Council's intention and desire to complete the Monroe Street project without the use of a "road diet" which will restrict traffic flow on north Monroe Street at the completion of the project.

**WHEREAS**, City of Spokane street project #2015054 is planned such that full and partial closures of north Monroe Street will occur over one construction season, with utility and storm water facility work to be conducted in the alternate year; and

**WHEREAS**, the 2-year construction schedule for the Monroe Street project includes one construction season with major traffic detours and disruptions; and

**WHEREAS**, the Monroe Street corridor is surrounded and serviced by FGTS Class T-2, and T-3 truck routes which provide for the movement of at least 300,000 tons, and up to 10 million tons of freight traffic per year; and

**WHEREAS**, the City of Spokane estimates that the Monroe Street road diet as proposed can accommodate 20,000 vehicles per day with minimal time delay impact in spite of the fact that the USDOT: Road Diet Information Guide states that a road diet cannot accommodate that number of vehicles during peak traffic hours, particularly taking into consideration the even greater reduction of vehicles on bus routes that can result; and

**WHEREAS**, street lane capacity restrictions will contribute to lowering the LOS (level of service) and could result in the potential for traffic back-ups on Monroe Street during peak times; and

**WHEREAS**, Monroe Street was expanded to its current 5-lane configuration from a 3-lane configuration in the mid-1970's to improve air quality, alleviate congestion, facilitate EMS function, and anticipate for population growth; and

**WHEREAS**, Spokane's population was approximately 171,300 citizens during that time, and is now over 212,300, an increase of approximately 41,000 city residents; and

**WHEREAS**, the proposed four lane configuration is consistent with the administrations 10-step plan to implement remaining actions in the sustainability action plan pertaining to "Right-Sized Transportation"; and

**WHEREAS**, a growing and enlightened city plans for growth, meaning existing 4- and 5-lane street configurations should remain, and not be considered for reduction, especially when those roadways are considered to be a main commerce, transportation, and public safety corridor; and

**WHEREAS**, according to the Spokane transit authority, Monroe St. is the third busiest public transit route. Buses using the through lanes for pick-up and drop-off activities with two less lanes to accommodate the remaining Monroe street traffic will contribute to more time delay, potential for accidents, and could result in higher vehicle emissions detrimental to air quality; and

**WHEREAS**, 5500 citizens signed and qualified a citizen's initiative for the November 2017 ballot that expresses major concerns over the transport of Balkan crude oil in "Bomb trains" traveling through downtown Spokane.

**WHEREAS**, Monroe Street is considered to be one of three main north/south corridors for evacuation use in the event of a "Bomb Train" explosion, or other catastrophic event down town. The proposed road diet considered for Monroe Street could reduce the evacuation capacity of the street by approximately 40% depending upon obstructions in the median; and

**NOW, THEREFORE BE IT RESOLVED** that the Spokane City Council supports the potential for beautification, safety enhancements including high awareness crossings, LED street lighting, lower speed limit, ADA accessible sidewalks and interactive signage, but does not support a road diet lane reduction on Monroe Street, a main commerce, transportation, and public safety corridor.

**BE IT ALSO RESOLVED** that the City Council desires and intends that at the completion of this project, Monroe Street will have a minimum of four lanes of travel with an intermittent left turn lane.

**BE IT FURTHER RESOLVED** that City staff are encouraged to frequently communicate project progress and project status to those impacted, take active measures to minimize the impact to commercial access issues, and to give due consideration to the use of contract and performance incentives in order to minimize the total amount of impact and disruption to business and adjacent property owners during this project.

Passed by the City Council this \_\_\_\_ day of \_\_\_\_\_, 2017.

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

Approved as to form:

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



**Agenda Sheet for City Council Meeting of:**  
10/16/2017

<b>Date Rec'd</b>	10/4/2017
<b>Clerk's File #</b>	ORD C35557
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	MUNICIPAL COURT
<b>Contact Name/Phone</b>	HOWARD DELANEY X4450
<b>Contact E-Mail</b>	HDELANEY@SPOKANECITY.ORG
<b>Agenda Item Type</b>	First Reading Ordinance
<b>Agenda Item Name</b>	0560 - IMPREST FUND ORDINANCE

**Agenda Wording**

An ordinance relating to petty cash/imprest accounts, amending SMC section 07.03.110.

**Summary (Background)**

A Proposed increase of \$600 for Municipal Court to provide additional funds for Court Clerks. The implementation of stronger internal controls, by securing each cashiers daily receipts into sealed poly bags, has created a need to retain additional change in smaller bills for the next business day activities.

<b><u>Fiscal Impact</u></b>	Grant related? NO	<b><u>Budget Account</u></b>
	Public Works? NO	

Neutral	\$ 600	# 0100-99999-99999-11216-99999
Select	\$	#
Select	\$	#
Select	\$	#

**Approvals**

<b><u>Dept Head</u></b>	DELANEY, HOWARD
<b><u>Division Director</u></b>	SZAMBELAN, SHELLEY
<b><u>Finance</u></b>	ORLOB, KIMBERLY
<b><u>Legal</u></b>	DALTON, PAT
<b><u>For the Mayor</u></b>	DUNIVANT, TIMOTHY

**Council Notifications**

<b><u>Study Session</u></b>	Finance 10/16/17
<b><u>Other</u></b>	
<b><u>Distribution List</u></b>	
	Korlob@spokanecity.org
	Rkokot@spokanecity.org

**Additional Approvals**

**Purchasing**




ORDINANCE NO. C35557

An ordinance relating to imprest accounts, amending SMC 07.03.110 Section 1

The City of Spokane does ordain:

Section 1. That SMC section 07.03.110 is amended to read as follows:

**07.03.110 Municipal Court**

There is established in the Municipal Court an imprest fund in an amount not to exceed one thousand three hundred dollars to be used for change for the Court cash registers in the normal course of business.

Passed by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

**BRIEFING PAPER**  
**Finance Committee**  
**Petty Cash Ordinance**  
**October 16, 2017**

---

**Subject**

Proposed change to SMC 07.03 imprest funds.

**Background**

The proposed housekeeping change will raise the imprest fund limit used for change for the court cash registers. With the implementation of a new procedure requiring each cashier to deposit their daily receipts in sealed poly bags at the end of each day, limits the ability to retain change in smaller bills for the next business day. In addition, cashiers are accepting payments for three systems and must keep till receipts segregated. Increasing the imprest fund by \$600 to a total of \$1300 will adequately accommodate both requirements for daily business needs.

**Impact**

The increase to these petty cash accounts does not have a financial impact on the city.

**Action**

Approval of ordinance is recommended.

**Funding**

There is no funding impact.

---

For further information contact: Howard Delaney (hdelaney@spokanecity.org), 509.625.4450